

City of San Diego

CONTRACTOR'S NAME: _____
ADDRESS: _____
TELEPHONE NO.: _____ FAX NO.: _____
CITY CONTACT: CLEMENTINA GIORDANO, 1200 Third Avenue MS 560, San Diego, CA 921012
Email: cgiordano@sandiego.gov, Phone: 619-533-5227; Fax: 858-581-5313
GM/AR/egz



CONTRACT DOCUMENTS FOR

JUNIPER STREET SIDEWALK PROJECT

VOLUME 1 OF 2

BID NO.:	K-13-5353-DBB-3
SAP NO. (WBS/IO/CC):	B-00947
CLIENT DEPARTMENT:	2113
COUNCIL DISTRICT:	3
PROJECT TYPE:	IK

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.

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

A. Palaseyed
For City Engineer

Seal:
7/17/2012
Date



((((((((((((((((((((**ATTENTION**))))))))))))))))))

The 2010 edition of the City of San Diego Standard Specifications for Public Works Construction (“The WHITEBOOK”) now contains the following distinct Contract Documents:

- 1) **Equal Opportunity Contracting Program Requirements** - This Contract Document sets forth the standard requirements for the City’s equal opportunity contracting program. When additional requirements by the funding source e.g., federal or state agencies are physically included in the contract documents or by reference and there is a discrepancy, the funding source requirements shall govern unless specified otherwise in the Special Provisions.

- 2) **City Supplement** – The City Supplement shall be used in conjunction with the Standard Specifications for Public Works Construction (“The GREENBOOK”), 2009 Edition. The specifications contained in City Supplement take precedence over the specifications contained in The GREENBOOK, 2009 Edition.

Certain parts of the City Supplement have been highlighted in yellow for the convenience of the users only and shall not affect the interpretation of the Contract.

To obtain The GREENBOOK contact the publisher at: <http://www.bnibooks.com>

The WHITEBOOK is available only in electronic format under Engineering Documents and References at: <http://www.sandiego.gov/engineering-cip/>

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REQUIRED DOCUMENTS SCHEDULE

This table is intended to serve as a convenient tool for listing forms and documents required at different times. It is neither exhaustive nor must be considered a Contract Document by itself. Therefore, the users must review the entire Contract Documents and become familiar with the required documentation and the submittal schedule associated with each document.

Bidder's attention is directed to the City's Municipal Code §22.0807(e),(3)-(5) for important information regarding required documentation.

The specified EOC forms are all available for download from the EOC Program's web site at:

<http://www.sandiego.gov/eoc/forms/index.shtml>

ITEM	WHEN	BY	WHAT
1.	BID DUE DATE/TIME	ALL BIDDERS	Proposal (Bid)
2.	BID DUE DATE/TIME	ALL BIDDERS	Bid Bond
3.	BID DUE DATE/TIME	ALL BIDDERS	Non-collusion Affidavit to be Executed By Bidder and Submitted with Bid under 23 USC 112 and PCC 7106
4.	BID DUE DATE/TIME	ALL BIDDERS	Contractors Certification of Pending Actions
5.	BID DUE DATE/TIME	ALL BIDDERS	Equal Benefits Ordinance Certification of Compliance
6.	BID DUE DATE/TIME	ALL BIDDERS	Form AA35 - List of Subcontractors
7.	BID DUE DATE/TIME	ALL BIDDERS	Form AA40 - Named Equipment/Material Supplier List
8.	WITHIN 3 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTS	ALL BIDDERS	SLBE-ELBE Good Faith Documentations
9.	WITHIN 3 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTS	ALL BIDDERS	Form AA60 – List of Work Made Available
10.	WITHIN 5 WORKING DAYS OF BID OPENING	ALL BIDDERS	Contractor's Experience and Past Project Documentation per Section 807-1.2 and 807-1.3
11.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Names of the principle individual owners of the Apparent Low Bidder
12.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	If the Contractor is a Joint Venture, the following information must be submitted: <ul style="list-style-type: none"> o Joint Venture Agreement o Joint Venture License
13.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Form BB05 - Work Force Report
14.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Agreement

REQUIRED DOCUMENTS SCHEDULE

ITEM	WHEN	BY	WHAT
15.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Payment and Performance Bond
16.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Certificates of Insurance and Endorsements
17.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - Drug-Free Workplace
18.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - American with Disabilities Act
19.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractors Standards - Pledge of Compliance
20.	AT LEAST 30 DAYS PRIOR TO PRE-CONSTRUCTION MEETING	CONTRACTOR	Contractor's Qualifications per Section 800
21.	BY 5th OF EACH MONTH	CONTRACTOR	Form CC20 - Monthly Employment Report
22.	BY 5th OF EACH MONTH	CONTRACTOR	Form CC25 - Monthly Invoicing Report
23.	PRIOR TO ACCEPTANCE	CONTRACTOR	Form CC10 - Contract Change Order (CCO)
24.	PRIOR TO ACCEPTANCE	CONTRACTOR	Form CC15 - Final Summary Report
25.	PRIOR TO ACCEPTANCE	CONTRACTOR	Affidavit of Disposal

SPECIAL NOTICE
SMALL LOCAL BUSINESS ENTERPRISES (SLBE)
AND
EMERGING LOCAL BUSINESS ENTERPRISES (ELBE)
PROGRAM

1. **INTRODUCTION.** This contract is subject to the requirements of the SLBE Program as specified in the SLBE-ELBE section of the City’s EOCP Requirements included in The WHITEBOOK.

1.1. The Bidders are required to review The WHITEBOOK and become familiar with the detailed specifications including the required documentation and the submittal schedule as related to SLBE-ELBE program.

2. **AMENDMENTS TO THE CITY’S GENERAL EOCP REQUIREMENTS.**

III. Equal Employment Opportunity Outreach Program (A). **DELETE** in its entirety and **SUBSTITUTE** with the following:

A. Competitive Bids. If a contract is competitively solicited, the Apparent Low Bidder shall submit a *Work Force Report (Form BB05)* or an Equal Employment Opportunity (EEO) Plan, within 10 Working Days after receipt by the Bidder of Contract forms to the City for approval as specified in the Notice of Intent to Award letter from the City.

3. **AMENDMENTS TO THE CITY’S EOCP SLBE-ELBE REQUIREMENTS.**

VIII. Subcontracting Efforts Review and Evaluation (2b). **DELETE** in its entirety and **SUBSTITUTE** with the following:

b) “Make information of forthcoming opportunities available to SLBE-ELBE firms and arrange time for contracts and establish delivery schedules, where requirements permit, in a way that encourages and facilitates participation by SLBE-ELBE firms in the competitive process. This includes posting solicitations for bids or proposals for a minimum of 10 Working Days before the Bid or Proposal due date.”

VIII. Subcontracting Efforts Review and Evaluation (3) and (4). **DELETE** in its entirety and **SUBSTITUTE** with the following:

3. Good Faith Effort Documentation Requirements

If the stated SLBE-ELBE subcontractor participation percentages are not met, the Bidder shall submit, within 3 Working Days of the Bid opening, information necessary to establish adequate good faith efforts were taken to meet the contract subcontractor participation percentages. The required documentation includes the following:

A. SLBE-ELBE WRITTEN SOLICITATION REQUIREMENTS

Bidders must solicit SLBE-ELBE firms on the City’s approved SLBE-ELBE list. Solicitations for subcontract/vendor work must comply with the following requirements:

1. The solicitation must be project specific, dated and include bid number and project name. ***Solicitations must be made to the SLBE-ELBE firms at least 10 business days prior to bid opening.***
 - 1.1. Broadcast solicitation is acceptable.
2. Solicitation must state which items or portions of work the bidder is requesting subcontractor/vendor pricing.
 - 2.1 It is the bidder's responsibility to demonstrate that enough work sufficient to meet the SLBE-ELBE participation percentage was made available to SLBE-ELBE firms. The bidder should make as many items of work available as possible to meet the SLBE-ELBE participation percentage, and at a minimum an amount of work equal to the SLBE-ELBE participation percentage. If necessary to reach the SLBE-ELBE participation percentage, the work should include those items normally performed by the bidder with its own forces, supplies and even items with a dollar value below 1/2 of 1% of the total bid. Bidders shall utilize Form AA60 to demonstrate compliance with this requirement and submit the completed form with Good Faith Effort documentation.
3. Solicitation must state that plans and specs are available at no cost to interested SLBE-ELBE firms and how to obtain them.
4. Solicitations must state that assistance is available from the bidder for SLBE-ELBE firms in obtaining necessary equipment, supplies, or materials.
5. Solicitations must state that assistance is available from the bidder for SLBE-ELBE firms in obtaining bonding, lines of credit or insurance.
6. Bidder must solicit ALL City of San Diego Certified SLBE-ELBE firms who have the NAICS code for the subcontractor/vendor work sought by the general contractor.
 - 6.1. Bidders are not required to contact SLBE-ELBE firms that are noted as "General Contractor Only – Does not provide services as a subcontractor" in the PRISM compliance database or on the listing provided on the City website.
7. Bidders must provide copies of ***ALL*** solicitations with one of the following forms of verification ***that the solicitations were sent***: a) If mailed: provide copies of the metered envelopes or certified mail receipts b) If faxed: provide copies of the fax transmittal confirmation sheet(s) c) If emailed: provide copies of the email delivery confirmation sheet(s). No credit shall be given for error messages, busy, cancelled, undeliverable, etc.

- 7.1. When utilizing broadcast method bidder must clearly identify SLBE-ELBE firm on verification documentation submitted with GFE.

B. SLBE-ELBE WRITTEN SOLICITATION FOLLOW UP REQUIREMENTS

Bidders must follow-up with all SLBE – ELBE firms that were notified of the subcontracting/vendor opportunities to determine their level of interest and commitment to bid the project. When following up with the SLBE – ELBE firms, the bidder must do the following:

1. Follow up communications must start no less than 5 business days prior to bid opening.
2. Bidders must make at least three follow-up telephone calls to each SLBE – ELBE firm.
 - 2.1. Bidders are not required to make and/or may stop making follow-up telephone calls once the SLBE-ELBE firm has provided written verification accepting or declining to bid the project. Written verification from SLBE-ELBE firm must be project specific.
 - 2.2. Bidders must provide copy of written verification received from SLBE-ELBE firms with Good Faith Effort documentation.
 - 2.3. Submit a telephone log, as proof of telephone calls, with the following requirements: project name, name of person making the phone call, name of firm contacted, contact person's name, date of call, time of call, and details of conversation.

C. SUBCONTRACT AWARD SUMMARY

Bidders must act in good faith with interested SLBE-ELBE firms and may only reject bids for legitimate business reasons. The bidder must submit the following documentation:

1. A **DETAILED** summary sheet which includes bid item number, scope of work, subcontractor/vendor name, bid amount, certification type, subcontractor/vendor selection and reason for selection / non-selection of all the subcontractors/vendors that responded.
2. Copies of all subcontract/vendor bids received including bids for areas of work that were not included in the outreach and bids from both certified and non-certified subcontractors/vendors. If the Bidder decides to Self-Perform a scope of work, the Bidder **MUST** submit a detailed bid to show that the Bidder's price is competitive to the price of the subcontractors/vendors that responded to outreach efforts. All verbal bids **MUST** be substantiated by corresponding written bid from subcontractors/vendors.

D. OUTREACH ASSISTANCE REQUIREMENTS

Written notice of subcontractor/vendor opportunities must be forwarded to local organizations or groups to assist with outreach efforts. When contacting local organizations or groups, the Bidder ***must do*** the following:

1. Contact a minimum of 5 local organizations or groups to provide assistance in contacting, recruiting and using SLBE-ELBE firms by written notice. For a listing of organizations or groups offering assistance, please visit the City of San Diego Equal Opportunity Contracting home page at <http://www.sandiego.gov/eoc/>
2. Written notice must indicate the date of the notice and name of the local organization or group. ***Written notices must be forwarded to the organizations or groups at least 10 business days prior to bid opening.***
3. Written notice must state which items or portions of work the bidder is requesting subcontractor/vendor pricing.
 - 3.1. It is the bidder's responsibility to demonstrate that enough work sufficient to meet the SLBE-ELBE participation percentage was made available to SLBE-ELBE firms. The bidder should make as many items of work available as possible to meet the SLBE-ELBE participation percentage, and at a minimum an amount of work equal to the SLBE-ELBE participation percentage. If necessary to reach the SLBE-ELBE participation percentage, the work should include those items normally performed by the bidder with its own forces, supplies and even items with a dollar value below 1/2 of 1% of the total bid. Bidders shall utilize Form AA60 to demonstrate compliance with this requirement and submit the completed form with Good Faith Effort documentation.
4. Written notice must state that plans and specs are available at no cost to interested SLBE-ELBE firms and how to obtain them.
5. Written notice must state that assistance is available from the bidder for SLBE-ELBE firms in obtaining necessary equipment, supplies, or materials.
6. Written notice must state that assistance is available from the bidder for SLBE-ELBE firms in obtaining bonding, lines of credit or insurance.
7. Bidders must provide copies of ***ALL*** notices with one of the following forms of verification that the notices were sent: a) If mailed: provide copies of the metered envelopes or certified mail receipts b) If faxed: provide copies of the fax transmittal

confirmation sheet(s) c) If emailed: provide copies of the email delivery confirmation sheet(s). No credit shall be given for error messages, busy, cancelled, undeliverable, etc.

XI. Suppliers. Last paragraph, DELETE in its entirety and SUBSTITUTE with the following:

For the purpose of achieving the mandatory subcontractor participation percentage, the City will not account for the Field Orders, Additive or Deductive, and Allowance Bid Items (when shown by the City as Allowance – Type II in the Bid and Proposal forms) in the calculation. Allowance – Type I Bid Items are part of the Base Bid integral to the SOW.

4. SUBCONTRACTING PARTICIPATION PERCENTAGES. The Bidders are encouraged to take positive steps to diversify and expand their subcontractor solicitation base and to offer contracting opportunities to all certified Subcontractors including SLBEs, ELBEs, DBEs, MBEs, WBEs, DVBEs and OBEs.

4.1. The City has incorporated **mandatory** SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

1. SLBE participation **5.2%**
2. ELBE participation **9.2%**
3. Total mandatory participation **14.4%**

4.2 For the purpose of achieving the mandatory subcontractor participation percentage, the City will not account for the Field Orders, Additive or Deductive, and Allowance Bid Items (when shown by the City as Allowance – Type II in the Bid and Proposal forms) in the calculation. Allowance – Type I Bid Items are part of the Base Bid integral to the SOW.

5. PRE-BID CONFERENCE. A Pre-Bid Conference is scheduled for this contract as specified in the Invitation to Bids. The purpose of this meeting is to inform Bidders of the submittal requirements and provisions relative to the SLBE Program. Bidders are strongly encouraged to attend the Pre-Bid Conference to better understand the Good Faith Effort requirements of this contract.

6. **MANDATORY CONDITIONS.** Bid will be declared **non-responsive** if the Bidder fails the following mandatory conditions.
 - a. Bidder's inclusion of SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; **OR**
 - b. Bidder's submission of Good Faith Effort documentation demonstrating the Bidder made a good faith effort to outreach to and include SLBE-ELBE Subcontractors required in this document within 3 Working Days of the Bid opening if the overall mandatory participation percentage is not met.
7. **BID DISCOUNT.** This contract **is not** subject to the Bid Discount program as described in The WHITEBOOK, SLBE-ELBE Program Requirements, Section IV(2).
8. **RESOURCES.** The current list of certified SLBE-ELBE firms can be found on the EOC Department website at <http://www.sandiego.gov/eoc/>

CITY OF SAN DIEGO, CALIFORNIA

INVITATION TO BIDS

1. **RECEIPT AND OPENING OF BIDS:** Bid(s) will be received at the Public Works Contracting Group at **1200 THIRD AVENUE, SUITE 200, SAN DIEGO, CA 92101 UNTIL 2:00 PM ON AUGUST 22, 2012** for performing work on the following project (Project):

JUNIPER STREET SIDEWALK PROJECT

2. **DESCRIPTION OF WORK:** The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the construction of the Project as described below:

Construction of Sidewalk, Guardrail Retaining Wall, Drainage Inlet, and Driveway modifications

The Work shall be performed in accordance with:

- Bid No. **K-13-5353-DBB-3** and Plans numbered **35365-1-D** through **35365-17-D**, inclusive.
3. **ENGINEER'S ESTIMATE:** The Engineer's estimate of the most probable price for this contract is **\$730,000.00**.
 4. **LOCATION OF WORK:** The location of Work is Citywide unless specified otherwise as follows:
Juniper Street between Westland Avenue and 33rd Street.

5. **CONTRACT TIME:** The Contract Time for completion of the Work shall be **90 Working Days**.

6. **CONTRACTOR'S LICENSE CLASSIFICATION:** In accordance with the provisions of California Law, the Contractor shall possess valid appropriate license(s) at the time that the Bid is submitted. Failure to possess the specified license(s) shall render the Bid as **non-responsive** and shall act as a bar to award of the Contract to any Bidder not possessing required license(s) at the time of Bid.

The City has determined the following licensing classification(s) for this contract:

- CLASS A

7. **PRE-BID CONFERENCE:** There will be a Pre-Bid Conference to discuss the scope of the Project, bidding requirements, and Equal Opportunity Contracting Program requirements and reporting procedures in the Public Works Contracting Group, Conference Room at 1200 Third Avenue, Suite 200, San Diego, CA 92101 **at 10:00 AM, on AUGUST 1, 2012**.

All potential bidders are encouraged to attend.

To request a copy of the agenda on an alternative format, or to request a sign language or oral interpreter for this meeting, call the Public Works Contracting Group at (619) 236-6000 at least 5 Working Days prior to the Pre-Bid Conference to ensure availability.

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

1. STANDARD SPECIFICATIONS

Document No.	Filed	Description
PITS0504091	05-04-09	Standard Specifications for Public Works Construction (The GREENBOOK), 2009 Edition
PITS090110-1	09-01-10	City of San Diego Standard Specifications for Public Works Construction (The WHITEBOOK), 2010 Update *
AEC1231064	12-31-06	California Department of Transportation, Manual of Uniform Traffic Control Devices (MUTCD 2006)
769023	09-11-84	Standard Federal Equal Employment Opportunity Construction Contract Specifications and the Equal Opportunity Clause

NOTE: The City of San Diego Supplement, 2010 Update now consolidates various City Public Works Construction Standard Specifications which in the past were included in the Supplementary Special Provisions. The Bidders' attention is directed to this edition of the City Supplement for a close review to ensure no important information is missed for the preparation of the Bids.

2. STANDARD DRAWINGS

Document No.	Filed	Description
AEC1230163	12-31-06	City of San Diego Standard Drawings*
N/A	Varies	City Standard Drawings - Updates Approved For Use (when specified)*
AEC0925061	09-25-06	Caltrans 2006 U.S. Customary Unit Standard Plans

NOTE: *Available online under Engineering Documents and References at: <http://www.sandiego.gov/engineering-cip>.

- 9. WAGE RATES:** Prevailing wages are not applicable to this project unless specified otherwise on the cover page of these specifications and when included in these specifications. See Funding Agency Provisions that follow this Invitation to Bids for more information.

Tony Heinrichs, Director
Public Works Department

INSTRUCTIONS TO BIDDERS

- 1. PREQUALIFICATION OF CONTRACTORS:** The contractor(s) who intend to submit Bid or Proposal in response to this Invitation to Bids, or RFP's for GRC or As-Needed Design-Build Task Orders valued over \$50,000, must be pre-qualified for the total amount proposed, inclusive of all alternate bid items or the specified Task Order limits prior to the date of Bid submittal.

Bids from contractors who have not been pre-qualified as applicable, and Bids that exceed the maximum dollar amount at which contractors are pre-qualified, will be deemed **non-responsive** and ineligible for award or a Task Order authorization. Complete information and prequalification questionnaires are available at:

<http://www.sandiego.gov/engineering-cip/services/consultcontract/prequal.shtml>

The completed questionnaire, financial statement, and bond letter or a copy of the contractor's SLBE-ELBE certification and bond letter, must be submitted no later than 2 weeks prior to the bid opening to the Public Works Department - Engineering & Capital Projects Prequalification Program, 1010 Second Avenue, Suite 1200, San Diego, CA 92101. For additional information or the answer to questions about the prequalification program, please contact David Stucky at 619-533-3474 or dstucky@sandiego.gov.

- 2. CONTRACTOR REGISTRATION:** Prospective bidder(s) as well as existing contractors and suppliers are required to register with the City's EOCP. Refer to 2-17, "CONTRACTOR REGISTRATION" for details.
- 3. CITY'S RESPONSES AND ADDENDA:** The City at its option, may respond to any or all questions submitted in writing, via letter, or FAX in the form of an addendum. No oral comment shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addendum are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda on the form provided for this purpose in the Bid.
- 4. CITY'S RIGHTS RESERVED:** The City reserves the right to cancel the Invitation to Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Invitation to Bids shall be the sole responsibility of each bidder. The Invitation to Bids creates or imposes no obligation upon the City to enter a contract.
- 5. CONTRACT PRICING FORMAT:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth in the Bid Proposal Form(s), Volume 2 unless specified otherwise such as as-needed contracts e.g., GRC in the Contract Documents.
- 6. SUBMITTAL OF "OR EQUAL" ITEMS:** See 4-1.6, "Trade Names or Equals."
- 7. AWARD PROCESS:** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award, including the submittal of acceptable insurance and surety bonds pursuant to San Diego Municipal Code § 22.3007. If the responsible Bid does not exceed the City's engineering estimate, the City will, in most cases, prepare contract documents for execution within 3 weeks of the date of the Bid opening and award the Contract within 5 Working Days of receipt of properly executed Contract, bond, and insurance documents.

This contract is deemed to be awarded, and effective, only upon the signing of the Contract by the Mayor or designee of the City.

- 8. SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" which requires the Contractor to perform not less than the amount therein stipulated with its own forces. Failure to comply with these requirements may render the Bid **non-responsive** and ineligible for award.
- 9. AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <http://www.sandiego.gov/engineering-cip/services/consultcontract/advertising.shtml>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracting Group.
- 10. QUESTIONS:** The Director (or designee), of the Public Works Department is the officer responsible for opening, examining, and evaluating the competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. All questions related to this procurement action shall be addressed to the Public Works Contracting Group, Attention Contract Specialist, 1200 Third Avenue, Suite 200, San Diego, California, 92101, Telephone No. (619) 236-6000.

Questions received less than 14 days prior to the date for opening of Bids may not be answered.

Interpretations or clarifications considered necessary by the City in response to such questions will be issued by Addenda which will be uploaded to the City's online bidding service.

Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. It is the Bidder's responsibility to become informed of any Addenda that have been issued and to include all such information in its Bid.

- 11. ELIGIBLE BIDDERS:** No person, firm, or corporation shall be allowed to make, file, or be interested in more than 1 Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf.
- 12. 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.
- 13. PROPOSAL FORMS:** Bid shall be made only upon the Bidding Documents i.e., Proposal form attached to and forming a part of the specifications. The signature of each person signing shall be in longhand.

The entire specifications for the bid package do not need to be submitted with the bid. Bidder shall complete and submit, only, all pages in the "Bidding Document" Section (see Volume 2) as their Bid per the schedule given under "Required Documents Schedule," (see Volume 1). Bidder is requested to retain for their reference other portions of the Contract Documents that are not required to be submitted with the Bid.

The City may require any Bidder to furnish a statement of experience, financial responsibility, technical ability, equipment, and references.

Bids and certain other specified forms and documents shall be enclosed in a sealed envelope and shall bear the title of the work and name of the Bidder and the appropriate State Contractors License designation which the Bidder holds.

Bids may be withdrawn by the Bidder prior to, but not after, the time fixed for opening of Bids.

14. BIDDERS' GUARANTEE OF GOOD FAITH (BID SECURITY): With the exception of the contracts valued \$5,000 or less, GRC and Design-Build contracts, and contracts subject to the Small and Local Business Program of \$250,000 or less e.g., ELBE contracts, each Bidder shall accompany its Bid with either a cashier's check upon some responsible bank, or a check upon such bank properly certified or an approved corporate surety bond payable to the City of San Diego, for an amount of not less than 10% of the aggregate sum of the Bid, which check or bond, and the monies represented thereby shall be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into such contract and furnish the required final bonds.

The Bidder agrees that in case of Bidder's refusal or failure to execute this contract and give required final bonds, the money represented by a cashier's or certified check shall remain the property of the City, and if the Bidder shall fail to execute this contract, the Surety agrees that it will pay to the City damages which the City may suffer by reason of such failure, not exceeding the sum of 10% of the amount of the Bid.

A Bid received without the specified bid security will be rejected as being **non-responsive**.

15. AWARD OF CONTRACT OR REJECTION OF BIDS: This contract may be awarded to the lowest responsible and reliable Bidder (for Design-Build contracts refer to the RFP for the selection and award information). Bidders shall complete the entire Bid schedule (e.g., schedule of prices). Incomplete price schedules will be rejected as being **non-responsive**.

The City reserves the right to reject any or all Bids, and to waive any informality or technicality in Bids received and any requirements of these specifications as to bidding procedure.

Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City from the Bidder within 3 Working Days, excluding Saturdays, Sundays, and state holidays, after the opening of Bids, of written notice which includes proof of honest, credible, clerical error of material nature, free from fraud or fraudulent intent, and of evidence that reasonable care was observed in the preparation of the Bid.

A non-selected Bidder may protest award of the Contract to the selected Bidder by submitting a written "Notice of Intent to Protest" including supporting documentation which shall be received by Public Works Contracting Group no later than 10 days after the City's announcement of the selected Bidder or no later than 10 days from the date that the City issues notice of designation of a Bidder as non-responsive in accordance with San Diego Municipal Code Chapter 2, § 22.3029, "Protests of Contract Award."

The City of San Diego will not discriminate with regard to race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex or age, in the award of contracts.

Each Bid package properly executed as required by these specifications shall constitute a firm offer, which may be accepted by the City within the time specified in the Invitation to Bids.

The City reserves the right to evaluate all Bids and determine the lowest Bidder (or winner for Design-Build contracts) on the basis of any proposed alternates, additive items or options, at its discretion.

16. BID RESULTS: The Bid opening by the City shall constitute the public announcement of the Apparent Low Bidder (or Apparent Winner in case of Design-Build contracts). In the event that the Apparent Low Bidder (or Apparent Winner in case of Design-Build contracts) is subsequently deemed non-responsive or non-responsible, a public announcement will be posted in the City's web page, with the name of the newly designated Apparent Low Bidder (or Apparent Winner in case of Design-Build contracts).

To obtain Bid results, either attend Bid opening, review the results on the City's web site, or provide a self-addressed, stamped envelope, referencing Bid number, and Bid tabulation will be mailed to you upon verification of extensions. Due to time constraints, Bid results cannot be given out over the telephone.

- 17. THE CONTRACT:** The Bidder to whom award is made shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance certificates specified by the City within 10 Working Days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.

If the Bidder takes longer than 10 Working Days to fulfill these requirements, then the additional time taken shall be added to the Bid guarantee. The Contract shall be made in the form adopted by the City, which includes the provision that no claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.

If the Bidder to whom the award is made fails to enter into the contract as herein provided, the award may be annulled and the Bidder's Guarantee of Good Faith will be subject to forfeiture. An award may be made to the next lowest responsible and reliable Bidder who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.

For contracts that are not Design-Build, pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 10 Working Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.

The award of the Contract is contingent upon the satisfactory completion of the above mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee. If the Apparent Low Bidder does not execute the Contract or submit required documents and information, the City may award the Contract to the next lowest responsible and reliable Bidder who shall fulfill every condition precedent to award. A corporation designated as the Apparent Low Bidder shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.

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

19. DRUG-FREE WORKPLACE:

a) General:

City projects are subject to City of San Diego Resolution No. R-277952 adopted on May 20, 1991. Bidders shall become aware of the provisions of Council Policy 100-17 which was established by Resolution No. R-277952. The policy applies equally to the Contractor and Subcontractors. The elements of the policy are outlined below.

b) Definitions:

"Drug-free workplace" means a site for the performance of work done in connection with a contract let by City of San Diego for the construction, maintenance, or repair of any facility or public work by an entity at which employees of the entity are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of this section.

"Employee" means the employee of a contractor directly engaged in the performance of work pursuant to a contract as described in Section 3, "City Contractor Requirements."

"Controlled substance" means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. Sec. 812).

"Contractor" means the department, division, or other unit of a person or organization responsible to the contractor for the performance of a portion of the work under the contract.

c) City Contractor Requirements:

Every person or organization awarded a contract or grant by the City of San Diego for the provision of services shall certify to the City that it will provide a drug-free workplace by doing all following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace.
 - ii. The person's or organization's policy of maintaining a drug-free workplace.
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs.
 - iv. The penalties that may be imposed upon employees for drug abuse violations.
- c. Posting the statement required by subdivision (1) in a prominent place at contractor's main office. For projects large enough to necessitate a construction trailer at the job site, the required signage would also be posted at the Site.

The Contractor shall include in each subcontract agreement language which indicates the Subcontractor's agreement to abide by the provisions of subdivisions a) through c) above. The Contractors and Subcontractors shall be individually responsible for their own drug-free workplace programs.

Note: The requirements of a drug-free awareness program can be satisfied by periodic tailgate sessions covering the various aspects of drug-abuse education. Although an in-house employee assistance program is not required, contractors should be able to provide a listing of drug rehabilitation and counseling programs available in the community at large.

Questions about the City's Drug-free Workplace Policy shall be referred to the Contract Specialist, Public Works Contracting Group.

20. AMERICANS WITH DISABILITIES ACT:

a) General: City projects are subject to City of San Diego Resolution No. R-282153 adopted on June 14, 1993. The Bidders shall become aware of the provisions of Council Policy 100-04 which was established by Resolution No. R-282153. The policy applies equally to the Contractor and all Subcontractors. The elements of the policy are outlined below.

b) Definitions:

"Qualified individual with a disability" means an individual with a disability who satisfies the requisite skill, experience, education and other job-related requirements of the employment position such individual holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

"Employee" means the employee of the Contractor directly engaged in the performance of Work.

c) The City Requirements: Every person or organization entering into a contractual agreement with or receiving a grant from the City of San Diego shall certify to the City of San Diego that it will comply with the ADA by adhering to all of the provisions of the ADA listed below.

i. The Contractor shall not discriminate against qualified persons with disabilities in any aspects of employment, including recruitment, hiring, promotions, conditions and privileges of employment, training, compensation, benefits, discipline, layoffs, and termination of employment.

ii. No qualified individual with a disability may be excluded on the basis of disability, from participation in, or be denied the benefits of services, programs, or activities by the Contractor or Subcontractors providing services for the City.

iii. The Contractor shall post a statement addressing the requirements of the ADA in a prominent place at the worksite. The Contractor shall include in each subcontract agreement, language which indicates the Subcontractor's agreement to abide by the provisions of subdivisions (a) through (c) inclusive of Section 3. The Contractor and Subcontractors shall be individually responsible for their own ADA employment programs. Questions about the City's ADA Policy should be referred to the Contract Administrator.

21. CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE: This contract is subject to City of San Diego Municipal Code §22.3224 as amended 11/24/08 by ordinance O-19808. Bidders shall become aware that the requirements apply to Contractors and Subcontractors for contracts greater than \$50,000 in value.

Upon award, amendment, renewal, or extension of this contract, the Contractors shall complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of this section.

The Contractors shall ensure that their Subcontractors whose subcontracts are greater than \$50,000 in value complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of this section. Subcontractors may access the Pledge of Compliance at:

http://www.sandiego.gov/purchasing/pdf/contractor_standards_questionnaire.pdf.

The Contractors shall include in each subcontract agreement, language which requires Subcontractors to abide by the provisions of City of San Diego Municipal Code §22.3224. A sample provision is as follows:

“**Compliance with San Diego Municipal Code §22.3224:** Subcontractor acknowledges that it is familiar with the requirements of San Diego Municipal Code §22.3224 (“Contractor Standards”), and agrees to comply with requirements of that section. The Subcontractor further agrees to complete the Pledge of Compliance, incorporated herein by reference.”

- 22. NOTICE OF LABOR COMPLIANCE PROGRAM APPROVAL:** The City of San Diego received initial approval as a Labor Compliance Program on August 11, 2003. The Labor Compliance Program Manual is available at:

<http://www.sandiego.gov/eoc/laborcompliance/#manual>.

The limited exemption from prevailing wages pursuant to Labor Code §1771.5(a) does not apply to contracts under jurisdiction of the Labor Compliance Program. Inquiries, questions, or assistance about the Labor Compliance Program should be directed to: Equal Opportunity Contracting Program, 1200 Third Ave., Suite 200 MS56P, San Diego, CA 92101, Tel. 619-236-6000.

- 23. PAYROLL RECORDS:** The Contractor's attention is directed to the City of San Diego Labor Compliance Program, Section IV, pages 4-7, and the State of California Labor Code §§ 1771.5(b) and 1776 (Stats. 1978, Ch. 1249). These require, in part, that the Contractor and Subcontractors maintain and furnish to the City, at a designated time, a certified copy of each weekly payroll containing a statement of compliance signed under penalty of perjury.

The Contractor and Subcontractors shall submit weekly certified payrolls online via Prism® i.e., the City’s web-based labor compliance program. Instructions on how to use the system will be provided to the Contractor after the award.

The Contractor shall be responsible for the compliance with these provisions by Subcontractors. The City shall withhold contract payments when payroll records are delinquent or inadequate, or when it is established after investigation that underpayment has occurred.

- 24. APPRENTICES ON PUBLIC WORKS:** The Contractor shall abide by the requirements of §§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.

- 25. EQUAL BENEFITS:** This contract is subject to the City’s Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of the San Diego Municipal Code (SDMC).

In accordance with the EBO, Bidders shall certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the Contract (SDMC §22.4304(f)). Failure to maintain equal benefits is a material breach of the Contract (SDMC §22.4304(e)). The Contractor shall notify employees of their equal benefits policy at the time of hire and during open enrollment periods and shall post a copy of the following statement in an area frequented by employees:

“During the performance of a contract with the City of San Diego, this employer will provide equal benefits to its employees with spouses and its employees with domestic partners.”

The Contractor shall give the City access to documents and records sufficient for the City to verify the contractors are providing equal benefits and otherwise complying with EBO requirements.

Full text of the EBO and the Rules Implementing the Equal Benefits Ordinance are posted on the City’s website at www.sandiego.gov/purchasing/ or can be requested from the Equal Benefits Program at (619) 533-3948.

26. LIMITED COMPETITION: Contracts designated with a Bid number beginning with “L” may only be bid by the Contractors on the approved SLBE-ELBE Construction Contractors List. For information regarding the SLBE-ELBE Construction Program and registration go to the City’s web site: <http://www.sandiego.gov>.

27. PRE-AWARD ACTIVITIES:

Pre-award Submittals - The Apparent Low Bidder (or winner in case of Design-Build contracts) shall provide the information required within the time specified in “Required Documents,” of this bid package. Failure to provide the information within the time specified may result in the Bid being rejected as **non-responsive**.

If the Bid is rejected as non-responsive, the Apparent Low Bidder (or winner in case of Design-Build contracts) shall forfeit the Bid Security required under Invitation to Bids, of this bid package. The decision that the Apparent Low Bidder (or winner in case of Design-Build contracts) is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

CONTRACT FORMS AGREEMENT

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and Palm Engineering Construction Co., Inc., herein called "Contractor" for construction of JUNIPER STREET SIDEWALK PROJECT; Bid No. K-13-5353-DBB-3; in the amount of FOUR HUNDRED THIRTY-THREE THOUSAND SEVEN HUNDRED NINETY-FIVE DOLLARS 00/100 (\$433,795.00), which is comprised of the Base Bid.

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

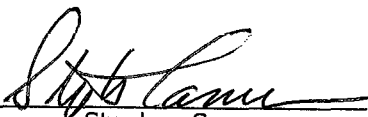
1. The following are incorporated into this contract as though fully set forth herein:
 - (a) The attached Faithful Performance and Payment Bonds.
 - (b) The attached Proposal included in the Bid documents by the Contractor.
 - (c) That certain documents entitled JUNIPER STREET SIDEWALK PROJECT, on file in the office of Public Works Contracting Group as Document No. B-00947, as well as all matters referenced therein.
2. Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner JUNIPER STREET SIDEWALK PROJECT, Bid Number K-13-5353-DBB-3, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement.

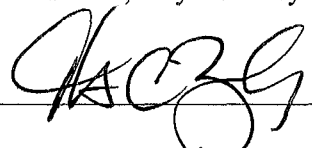
**CONTRACT FORMS (continued)
AGREEMENT**

IN WITNESS WHEREOF, this agreement is signed by the City of San Diego, acting by and through its Mayor or designee authorizing such execution.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM AND LEGALITY

By: 
Stephen Samara
Senior Contract Specialist
Public Works Contracting Group
alist

Jan I. Goldsmith, City Attorney
By: 
Print Name: Thomas Zeleng
Deputy City Attorney

Date: 2-22-2013

Date: 3/11/2013

CONTRACTOR

By: 

Print Name: RASOUL SHAHBAZI

Title: PRESIDENT

Date: 11-15-12

City of San Diego License No.: B22040/0181

State Contractor's License No.: 853930

EXECUTED IN TRIPLICATE
BOND NO. 1000957095
PREMIUM: \$6,247.00

**Premium Is For Contract Term
And Is Subject To Adjustment
Based On Final Contract Price**

CONTRACT FORMS (continued)
PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

COMPANY
Palm Engineering Construction Co., Inc., a corporation, as principal, and U.S. SPECIALTY INSURANCE COMPANY, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of FOUR HUNDRED THIRTY-THREE THOUSAND SEVEN HUNDRED NINETY-FIVE DOLLARS 00/100 (\$433,795.00) for the faithful performance of the annexed contract, and in the sum of FOUR HUNDRED THIRTY-THREE THOUSAND SEVEN HUNDRED NINETY-FIVE DOLLARS 00/100 (\$433,795.00) for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract JUNIPER STREET SIDEWALK PROJECT, Bid No. K-13-5353-DBB-3, San Diego, California then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

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

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

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

CONTRACT FORMS (continued)
PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

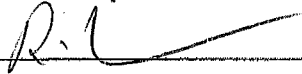
The Surety shall pay reasonable attorney's fees should suit be brought to enforce the provisions of this bond.

Dated OCTOBER 17TH, 2012

Approved as to Form and Legality

PALM ENGINEERING CONSTRUCTION COMPANY, INC.

Principal

By 

RASOUL SHAHBAZI, PRESIDENT

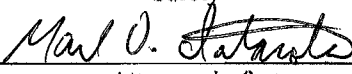
Printed Name of Person Signing for Principal

Jan I. Goldsmith, City Attorney

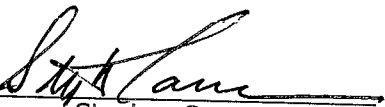
By 
Deputy City Attorney

U.S. SPECIALTY INSURANCE COMPANY

Surety

By 

MARK D. IATAROLA, Attorney-in-fact

By: 
Stephen Samara
Senior Contract Specialist
Public Works Contracting Group

601 SOUTH FIGUEROA STREET, SUITE 1600

Local Address of Surety

LOS ANGELES, CA 90017

Local Address (City, State) of Surety

310/649-0990

Local Telephone No. of Surety

**Premium is For Contract Term
And is Subject To Adjustment
Based On Final Contract Price**

Premium \$ 6,247.00

Bond No. 1000957095

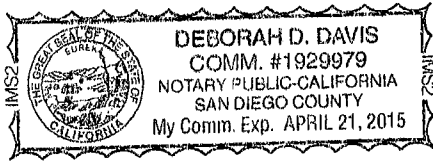
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of SAN DIEGO }

On 10/17/2012 before me, DEBORAH D. DAVIS, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer

personally appeared MARK D. IATAROLA
Name(s) of Signer(s)



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: FINAL BOND

Document Date: 10/17/2012 Number of Pages: TWO

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: MARK D. IATAROLA

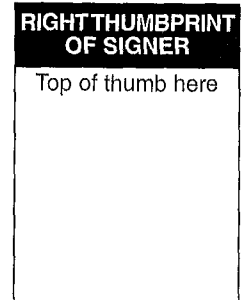
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

John G. Maloney, Mark D. Iatarola or Helen Maloney of Escondido, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Ten Million***** Dollars (\$**10,000,000.00**), This Power of Attorney shall expire without further action on March 18, 2015. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 3rd day of October, 2011.

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By:

Daniel P. Aguilar, Vice President

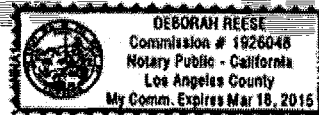
State of California

County of Los Angeles SS:

On this 3rd day of October, 2011, before me, Deborah Reese, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature 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 Deborah Reese (Seal)



I, Jeannie Lee, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 17TH day of OCTOBER, 2012

Corporate Seals



Jeannie Lee, Assistant Secretary

Bond No. 1000957095 Agency No. 4013

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

PROJECT TITLE: JUNIPER STREET SIDEWALK PROJECT

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 INSTRUCTION TO BIDDERS, "Drug-Free Workplace", of the project specifications, and that;

Palm Engineering Construction Co. Inc.
(Name under which business is conducted)

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.

Signed



Printed Name

RASOUL SHARBAZI

Title

PRESIDENT

CONTRACTOR CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: JUNIPER STREET SIDEWALK PROJECT

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the American With Disabilities Act (ADA) outlined in the INSTRUCTION TO BIDDERS, "American With Disabilities Act", of the project specifications, and that;

Palm Engineering Co. Inc.

(Name under which business is conducted)

has in place a 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.

Signed



Printed Name

RASOUL SHAHBAZI

Title

PRESIDENT

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE: JUNIPER STREET SIDEWALK PROJECT

I declare under penalty of perjury that I am authorized to make this certification on behalf of PALM ENGINEERING CONTC, as Contractor, that I am familiar with the requirements of City of San Diego Municipal Code § 22.3224 regarding Contractor Standards as outlined in INSTRUCTION TO BIDDERS ("Contractor Standards"), of the project specifications, and that Contractor has complied with those requirements.

I further certify that each of the Contractor's subcontractors whose subcontracts are greater than \$50,000 in value has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3224.

Dated this 11 Day of 15, 2012.

Signed R.L.

Printed Name RASOUL SHAHBAZI

Title PRESIDENT

AFFIDAVIT OF DISPOSAL

WHEREAS, on the _____ DAY OF _____, 2_____, the undersigned entered into and executed a contract with the City of San Diego, a municipal corporation, for:

JUNIPER STREET SIDEWALK PROJECT

(Project)

as particularly described in said contract and identified as **K-13-5353-DBB-3**; SAP No. (WBS/IO/CC) **B-00947**; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

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

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

Dated this _____ DAY OF _____.

_____ Contractor

by

ATTEST:

State of _____

County of _____

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

Notary Public in and for said County and State

SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

THESE SUPPLEMENTARY SPECIAL PROVISIONS CONFORM TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (THE GREENBOOK) CURRENTLY ADOPTED BY THE CITY, INCLUDING ITS CURRENT SUPPLEMENT AMENDMENTS (CITY SUPPLEMENTS INCLUDED IN THE WHITEBOOK), EXCEPT FOR THE FOLLOWING:

STYLE OF SPECIFICATIONS

The City is gradually standardizing the style and language of the standard specifications for the public works construction. The new style and language follows the Federal guidelines for “Plain Language” to the extent possible.

The use of this new style does not change the meaning of a specification not yet using this style. Where used in the Contract Documents, statement or command type phrases (i.e., active voice and imperative mood) refer to and are directed at the Bidder or Contractor as applicable. The specifications are written to the Bidder before award and the Contractor after. Before award, interpret sentences written in the imperative mood as starting with "The Bidder must" and interpret "you" as "the Bidder" and "your" as "the Bidder's." After award, interpret sentences written in the imperative mood as starting with "The Contractor must" and interpret "you" as "the Contractor" and "your" as "the Contractor's." Similarly, interpret "we" and “us” as "the City" and "our" as "the City's.”

PART 1 – GENERAL PROVISIONS

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

1-2 TERMS AND DEFINITIONS.

Agency – ADD the following:

Regulatory activities handled by the City of San Diego Developmental Services, Fire and Planning Departments, or any other City Department are not subject to the responsibilities of the City under this contract.

Contract Documents – To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

The Agreement, Addendum, Invitation to Bids, Instructions to Bidders, special notice page, funding agency provisions, Bid and documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award when attached as an exhibit to the Contract, Bonds, permits from jurisdictional regulatory agencies, Supplementary Special Provisions (SSP), City’s EOCB Requirements, City Supplement, Plans, Standard Plans, Construction Documents, Reference Specifications listed in the Invitation to Bids or the RFP for Design-Build contracts, Request for Qualifications (RFQ), Statement of Qualifications (SOQ), Request for Proposals (RFP), modifications issued after the execution of the Contract e.g., Change Orders, Construction Manager At Risk’s Guaranteed Maximum Price including written qualifications, assumptions and conditions thereto and Pre-construction Services Agreement.

ADD: Limited Notice To Proceed – A written notice given from the City to the Contractor that authorizes the Contractor to start a limited amount of work that is not Construction Work, such as finalizing subcontract agreements, ordering materials, mobilization, furnishing a field office, and any other preliminary work done prior to performing Construction Work.

Notice of Completion (NOC) – ADD the following:

See California Civil Code section 3093.

Samples - Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be evaluated.

Normal Working Hours - To the City Supplement, ADD the following:

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

Certificate of Compliance – To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Certificate of Compliance – A written document signed and submitted by a supplier or manufacturer that certifies that the material or assembled material supplied to the Work site complies with the requirements of the Contract Documents.

SECTION 2 - SCOPE AND CONTROL OF WORK

2-1.2.2 Joint Venture Contractors. To the City Supplement, last paragraph, DELETE in its entirety and SUBSTITUTE with the following:

The Joint Venture shall designate an on-site representative and an alternate in writing. The on-site representative and the alternate shall have the full authority to bind all Joint Venture partners.

The Joint Venture shall provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receipt by the Bidder of Contract forms.

2-3.1.2 Subcontractor List. ADD the following:

For Extra Work, the Contractor shall submit Form CC10, “CONTRACT CHANGE ORDER (CCO)” with each CCO proposal. Form CC10 is available for download from the EOCP site at: <http://www.sandiego.gov/eoc/pdf/cc10.pdf>

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

The Contractor shall perform, with its own organization, Contract work amounting to at least **50 percent** of the base bid alone or base bid and any additive or deductive alternate(s) that together when added or deducted form the basis of determining the Apparent Low Bidder as specified. The self performance percentage requirement will be waived for contracts when a “B” License is required or allowed.

2-3.3 Status of Subcontractors. ADD the following:

With every request for payment, the Contractor shall submit to the Engineer a breakdown showing monthly and cumulative amounts of the Work performed under Change Order by the Contractor and the Subcontractors. The reporting format shall be approved by the Engineer.

2-3.4 Subcontract Requirements. To the City Supplement, ADD the following paragraph:

The Contractor shall ensure that all of its Subcontractors are licensed at the time of the execution of their subcontract agreements. In the event a Subcontractor is not properly licensed, the Contractor shall cease payment to Subcontractor for all work performed when the Subcontractor was improperly licensed. Any payment made by the Contractor to a Subcontractor for work performed when the Subcontractor was unlicensed shall be returned to the City.

Where the Contract Documents require that a particular product be installed or applied by an applicator approved by the manufacturer, it is the Contractor's responsibility to ensure the Subcontractor or Supplier employed for such work is approved by the manufacturer.

2-5.2 Precedence of Contract Documents. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

2-5.2 Precedence of Contract Documents. If there is a conflict between any of the Contract Documents, the document highest in the order of precedence shall control. The order of precedence, from highest to lowest, shall be as follows:

- 1) Permits (i.e., issued by jurisdictional regulatory agencies)
- 2) Change Orders and Supplemental Agreements; whichever occurs last
- 3) Contract and Agreement
- 4) Addenda
- 5) Bid (e.g., price Proposal for Design-Build contracts)
- 6) Request for Proposal (RFP)
- 7) Invitation to Bids
- 8) Instruction to Bidders
- 9) Request for Qualifications (RFQ)
- 10) Special Provisions (i.e., City's EOCP Requirements, City Supplement, and Supplementary Special Provisions (SSP))
- 11) Plans
- 12) Construction Documents (for Design-Build contracts)
- 13) Standard Drawings
- 14) Reference Specifications (e.g., GREENBOOK)
- 15) Technical Proposal (for Design-Build contracts)
- 16) Statement of Qualifications (SOQ)

When additional requirements by the funding sources are physically or by reference incorporated in the Contract Documents, the funding source's requirements shall govern **unless specified otherwise**.

Figured dimensions shall take precedence over scaled dimensions. Detailed drawings shall take precedence over general drawings.

2-5.3.1 General. DELETE in its entirety and SUBSTITUTE with the following:

When required by the Contract Documents or when requested by the Engineer, the Contractor shall provide the submittals as specified in 2-5.3.2, 2-5.3.3, and 2-5.3.4 to the Engineer. Materials shall neither be furnished nor fabricated, nor shall any work for which submittals are required be performed before the required submittals have been reviewed and accepted by the Engineer. The payment for the submittals shall be included in the various Bid items. Neither review nor acceptance of submittals by the Engineer shall relieve the Contractor from responsibility for errors, omissions, or deviations from the Contract Documents, unless such deviations were specifically called to the attention of the Engineer in the letter of transmittal. The Contractor shall be responsible for the correctness of the submittals.

The Contractor shall allow a minimum of 20 working days for review of submittals unless otherwise specified in the Special Provisions. Each submittal shall be accompanied by a letter of transmittal.

2-5.4.1 General. ADD the following:

Source Identification e.g., RFI numbers and Change Order numbers as required to identify the source of the change to the Contract Documents shall be noted.

2-6 WORK TO BE DONE. ADD the following:

In accordance with the provisions of California Law, the Contractor shall possess or require the Subcontractor(s) to possess valid appropriate license(s) for the Work being performed.

2-7 SUBSURFACE DATA. ADD the following:

In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests of subsurface conditions at the Work Site:

1. Report of Geotechnical Evaluation April 13, 2010 by Southern California Soil & Testing in Appendix I.

2-9.1 Permanent Survey Markers. DELETE in its entirety and SUBSTITUTE with the following:

The Contractor shall notify the Engineer or the owner on a Private Contract, at least 7 days before starting the Work to allow for the preservation of survey monuments, and benchmarks. The Engineer or the owner on a Private Contract through its Licenced Land Surveyor or a Registered Civil Engineer, will, at its cost and in accordance with Business and Professions Code Section 8771, file a Corner Record or a Record of Survey referencing survey monuments subject to disturbance in the Office of the County Surveyor. The recording shall take place twice i.e., prior to the start of construction and prior to the Completion.

The Contractor shall not disturb or permanently cover survey monuments or benchmarks without the consent of the Engineer or the owner on a Private Contract. The Contractor shall bear the expense of uncovering and replacing any that may be disturbed or covered without permission. When a change is made in the finished elevation of the pavement of any roadway in which a street survey monument is located, the Contractor shall adjust the monument cover to the new grade within 7 days of finished paving unless otherwise specified in the Special Provisions. If a referenced monument is unable to be reset in its original location due to improvements, the Contractor shall establish the reset monument in a location approved by the Engineer.

Replacing and establishing survey references e.g., survey monuments and benchmarks shall be done only under the direction of the Engineer by a Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the State of California.

2-10 AUTHORITY OF BOARD AND ENGINEER. ADD the following:

Regulating agencies of the City, such as Developmental Services, Fire and Planning Departments, enforce Legal Requirements and standards. These enforcement activities are not subject to the responsibilities of the Engineer under this Agreement.

2-11 INSPECTION. ADD the following:

The City may utilize field inspectors to assist the Engineer during construction in observing performance of the Contractor. The inspector is for the purpose of assisting the Engineer and shall not be confused with an inspector with a City regulatory agency or with a Special Inspector.

Code compliance testing (including all Geotechnical requirements) and inspections required by codes or ordinances, or by a plan approval authority, shall be the responsibility of and shall be paid by the Contractor, unless otherwise provided in the Contract Documents.

The Contractor's quality control testing and inspections shall be the sole responsibility of the Contractor and paid by the Contractor included in the Bid price.

2-14.3 Coordination. To the City Supplement, ADD the following:

Other adjacent City project is scheduled for construction for the same time period in the vicinity of Juniper Street between Westland Avenue and 33rd Street. See Appendix "D" for approximate location. The Work shall be coordinated with the adjacent project(s) as listed below:

- a) Sewer & Water Group 693, Project Manager Hung Huynh, 619-235-1979.

2-16 TECHNICAL STUDIES AND DATA. To the City Supplement, ADD the following:

In preparation of the Contract Documents, the designer has relied upon the following studies, data, reports of explorations, and tests:

1. Report of Biological Studies dated March 8, 2011 by Foothill & Associates in Appendix F.

ADD: 2-17 CONTRACTOR REGISTRATION. The Contractor, Subcontractors, and Suppliers shall register with the City's EOCP via Prism® i.e., the City's web-based contract compliance portal at: <https://pro.prismcompliance.com/contractor/plugins/pages/contractormenu.aspx>.

The Contractor shall ensure that proposed Subcontractors and Suppliers have completed the registration prior to Notice of Intent to Award. If the Contractor fails to have its Subcontractors and Suppliers registered after the NTP has been issued, the City will withhold a minimum of 10% in addition to the Retention from all invoices submitted until the Contractor and all listed Subcontractors and Suppliers are properly registered in PRISM.

SECTION 3 – CHANGES IN WORK

3-3.2.2 Basis for Establishing Costs. To the City Supplement, item (a) **Labor**, 1st and 2nd paragraphs, DELETE in their entirety and SUBSTITUTE with the following:

The City reserves the right to request financial records of salaries for an employee, wages, bonuses and deductions to substantiate the actual cost of labor certified by a California licensed Certified Public Accountant. The Contractor shall use the City provided form i.e., "PUBLIC WORKS PAYROLL REPORTING FORM" which is available at <http://www.sandiego.gov/eoc/pdf/payrollreport.pdf> to list the labor rates of its personnel and Subcontractors who work on this Project. An initial submittal shall be made prior to NTP.

The payment for payroll records shall be included in the various Bid item unless a separate Bid item has been provided.

SECTION 4 - CONTROL OF MATERIALS

4-1.3.5 Special Inspections. To the City Supplement, ADD the following:

Special Inspection and testing by the Special Inspectors shall meet the minimum requirements of the prevailing Codes and by the City's Development Services Department (DSD) and reference in <http://www.sandiego.gov/development-services/industry/special.shtml>

4-1.5 Certificates of Compliance. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

4-1.5 Certificates of Compliance. DELETE in its entirety and SUBSTITUTE with the following:

Certificates of Compliance shall be furnished to the Engineer prior to the use of any material or assembled material for which these Specifications so require or if so required by the Engineer.

The Engineer may waive the materials testing requirements of the Specifications and accept a Certificate of Compliance. Manufacturing test data may be required by the Engineer to be included with the submittal.

Materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The submission of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material in the Work which conforms to the requirements of the Contract Documents, and any material not conforming to the requirements will be subject to rejection whether in place or not.

When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the City shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

4-1.6 Trade Names or Equals. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Whenever materials or equipment are indicated in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function, and quality required. Unless stated otherwise, materials or equipment of other Suppliers may be accepted if sufficient information is submitted to the Engineer for review to determine whether the material or equipment proposed is equivalent or equal to that named.

- a) The Contractor shall submit its list of proposed substitutions for “an equal” (“or equal”) item(s) **no less than 15 Working Days prior to Bid due date** and on a City form when provided by the City.
 - i. The City will respond to the Contractor’s substitution proposal by at least 3 Working Days prior to the Bid due date. If the City fails to respond to the Contractor’s substitution proposal within the specified time period, the substitution proposal will be deemed denied.
 - ii. The Contractor may bring forward a substitution proposal after Award that was denied based on the City’s failure to respond by submitting a “Cost Reduction Proposal” in accordance with 3-1.3.
- b) The request for substitution shall include the following information:
 - i. Whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents to adopt the design to the proposed substitute.
 - ii. Whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty.
 - iii. All variations of the proposed substitute from the items originally specified will be identified.

- iv. Available maintenance, repair, and replacement service requirements. The manufacturer shall have a local service agency within 50 miles of the site which maintains properly trained personnel and adequate spare parts and is able to respond and complete repairs within 24 hours.
 - v. Certification that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, and be similar and of equal substance to that indicated, and be suited to the same use as that specified.
- c) There is no guaranteed time frame for the City's review of the substitution requests.
 - d) The burden of proof as to the type, function, and quality of any such substitute product, material or equipment shall be upon the Contractor. The Engineer may require at the Contractor's expense additional data about the proposed substitute.
 - e) If the Engineer takes no exceptions to the proposed substitution, it shall not relieve the Contractor from responsibility for the efficiency, sufficiency, quality, and performance of the substitute material or equipment, in the same manner and degree as the material and equipment specified by name.
 - f) The lack of action(s) on the Engineer's side within the Contractor's requested time shall not constitute acceptance of the substitution.
 - g) Acceptance by the Engineer of a substitute item shall not relieve the Contractor of the responsibility for full compliance with the Contract Documents.
 - h) For the substitution review process or to have materials listed on the AML, refer to the AML standard review process.
 - i) The Bid submittal shall be based on the material and equipment specified by name in the Contract. If the proposal is rejected by the Engineer, the Contractor shall not be entitled to either an extension in Contract Time, increase in the Contract Price, or both.
 - j) As applicable, no Shop Drawing or Working Drawing submittals shall be made for a substitute item nor shall any substitute item be ordered, installed, or utilized without the Engineer's prior written.
 - k) The Contractor shall reimburse the City for the charges of the Engineer for evaluating each proposed substitute.
 - l) For Design-Build contracts, one copy of all designer reviewed submittals shall be provided to the Engineer.

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

6-1.2 Commencement of Work. To the GREENBOOK and the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Unless specified otherwise, construction shall start within 5 Working Days after NTP and be diligently prosecuted to completion within the Contract Time. The Contractor shall not start any construction activity at the Site until the Pre-construction Meeting is held and the NTP has been issued by the Engineer.

Upon the Contractor's written request, the City may delay the NTP as follows:

- a) Up to 5 Working Days from the Pre-construction Meeting, or
- b) Up to 40 Working Days from the Limited NTP for the preparation, submittal, obtaining approval for and filing of the PRDs in accordance with 801, "STORM WATER POLLUTION CONTROL," or
- c) Up to 60 Working Days from the Limited NTP for the preparation, submittal, and approval of the TCP on "D-sheets" when specified in 7-10.2, "Traffic Control."

The Contractor shall 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 and higher).

For areas that do not require engineered TCP on D-sheets, the Contractor may at any time after the Pre-construction Meeting obtain a TCP Permit via Working Drawings or the City's over the counter process and start the Work. If the Contractor decides to commence the construction work before the completion of the D-sheet TCPs, the Contractor shall forfeit the 60 Working Days specified here. The D-sheet TCP shall be done concurrently and no additional time will be granted.

For paving Work, the Contractor shall coordinate the Work to facilitate the installation and protection of the new curb ramps and associated concrete work prior to commencing the asphalt overlay operations. The Work at a specific location shall not commence until all layouts and measurements are agreed upon by both the Contractor and the Engineer.

ADD: 6-1.8 Pre-construction Meeting. Within 20 Working Days from the Limited NTP the Engineer will schedule a mandatory pre-construction meeting (Pre-construction Meeting) with the Contractor. The agenda will include items such as NTP, design services and submittal and review process for Design-Build contracts, critical elements of the work schedule, submittal schedule, cost breakdown of major lump sum items, payment requests and processing, environmental and community concerns, coordination with the involved utility firms, the level of record project documents required and emergency telephone numbers for all representatives involved in the course of construction.

6-7.1 General. To the City Supplement, ADD the following:

- d) If weather condition is suitable, the Contractor shall complete each street segment within 15 Working Days from the day the slurry seal or asphalt overlay is placed. Each completed segment shall include other incidental Work items e.g., weed abatement, damaged asphalt pavement replacement, asphalt patching, resurfacing, striping, markings, raised pavement markers, and inlet markers.

ADD: 6-8.1 Completion. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

6-8.1 Completion. The Contractor shall submit a written assertion that the Work has been completed. If, in the Engineer's judgment, the Work has been completed in accordance with the Contract Documents, the Engineer will set forth in writing the date the Work was completed. This will be the date when the Contractor is relieved from responsibility to protect and maintain the Work.

6-8.2 Acceptance. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

6-8.2 Acceptance. Acceptance will occur after all of the requirements contained in the Contract Documents have been fulfilled. If, in the Engineer's judgment, the Contractor has fully performed the Contract, the Engineer will accept the Contractor's performance of the Contract.

6-8.3 Warranty. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

6-8.3 Warranty. Unless specified otherwise, the Work shall be warranted by the Contractor against defective workmanship and materials for a period of 1 year.

- a) The warranty period shall start on the date of completion of the Work as determined by the Engineer.
- b) The Contractor shall provide an unconditional warranty on all installed fiber optic cable for a minimum period of 2 years.
- c) The warranty period for the following items of the Work shall be 3 years:
 1. Work under Section 500 (requires Long Term Warranty Contract (LTWC))
 2. DWT Construction (requires manufacturer's warranty)
 3. LED signal modules (requires manufacturer's warranty)
 4. Private sewer pumps including the alarm panel and all other accessories. The Contractor shall provide the City and property owner a copy of the warranty. (requires manufacturer's warranty)
- d) The Contractor shall involve the manufacturer in the installation and startup as needed to secure any extended warranty required.
- e) The warranty period for specific items covered under manufacturers' or suppliers' warranties shall commence on the date they are placed into service at the direction of or as approved by the Engineer in writing.
- f) All warranties, express or implied, from Subcontractors or Suppliers, of any tier, for the work performed and materials furnished shall be assigned, in writing, to the City, and such warranties shall be delivered to the Engineer prior to acceptance of the Contractor's performance of the Contract.
- g) The Contractor shall replace or repair defective Work in a manner satisfactory to the Engineer, after notice to do so from the Engineer, and within the time specified in the notice. If the Contractor fails to make such replacement or repairs within the time specified in the notice, the City may perform the replacement or repairs at the Contractor's expense. If the Contractor fails to reimburse the City for the actual costs, the Contractor's Surety shall be liable for the cost thereof.
- h) Nothing in this warranty is intended to limit any manufacturer's warranty which provides the City with greater warranty rights than set forth in this section or the Contract Documents.
- i) These specifications are not intended to constitute a period of limitations or waiver of any other rights or remedies City may have regarding the Contractor's other obligations under the Contract Documents or federal or state law.
- j) The Contractor shall respond and initiate corrective action within 24 hours of notice of nonconforming Work that poses an imminent threat to person or property.

6-9 LIQUIDATED DAMAGES. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

MODIFY to increase the daily value from \$250 to \$1,000 for contracts with a value of over \$100,000.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

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

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

ADD: 7-3.1 Policies and Procedures.

- a) You must 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.
- b) Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
- c) You must maintain this insurance for the duration of this contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this contract. Your liabilities under this contract, e.g., your indemnity obligations, will is not deemed limited to the insurance coverage required by this contract.
- d) Payment for insurance is included in the various items of Work as bid by you, and except as specifically agreed to by the City in writing, you are not entitled to any additional payment. Do not begin any work under this contract until you have provided and the City has approved all required insurance.
- e) Policies of insurance must provide that the City is entitled to 30 days (10 days for cancellation due to non-payment of premium) prior written notice of cancellation or non-renewal of the policy. Maintenance of specified insurance coverage is a material element of this contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of this contract may be treated by the City as a material breach of contract.

ADD: 7-3.2 Types of Insurance.

7-3.2.1 Commercial General Liability Insurance.

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

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

7-3.2.2 Commercial Automobile Liability Insurance.

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

ADD: 7-3.3 Rating Requirements. Except for the State Compensation Insurance Fund, all insurance required by this contract as described herein must be carried only by responsible insurance companies with a rating of, or equivalent to, at least “A-, VI” by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State, and that have been approved by the City.

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

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

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

ADD: 7-3.5 Policy Endorsements.

7-3.5.1 Commercial General Liability Insurance

7-3.5.1.1 Additional Insured.

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

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

7-3.5.1.3 Project General Aggregate Limit. The policy or policies must be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work must reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit must be in addition to the aggregate limit provided for the products-completed operations hazard.

7-3.5.2 Commercial Automobile Liability Insurance.

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

ADD: 7-3.6 Deductibles and Self-Insured Retentions. You are responsible for the payment of all deductibles and self-insured retentions. Disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.

ADD: 7-3.7 Reservation of Rights. We reserve 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. We 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.

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

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

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

7-4.1 Workers’ Compensation Insurance and Employers Liability Insurance.

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

<u>Workers’ Compensation</u>	<u>Statutory Employers Liability</u>
Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 each employee
Bodily Injury by Disease	\$1,000,000 policy limit

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

7-4.1.1 Waiver of Subrogation. The policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City, and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from work performed by the Named Insured for the City.

7-5 PERMITS, FEES, AND NOTICES. To the City Supplement, DELETE item e) in its entirety.

7-5.2 Caltrans Encroachment Permit. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

- a) The City has applied for the Caltrans Encroachment Permit unless specified otherwise in the SSP.
- b) The Contractor shall pay for and secure the permit prior to construction regardless of which party has applied for it.
- c) The Contractor shall arrange and pay for inspection as required by Caltrans.
- d) The Contractor shall be solely responsible for permit processing delays that result from incomplete or inaccurate information provided by the Contractor to the City or the Caltrans.

7-8.6 Water Pollution Control. ADD the following:

- a) The Project is subject to the Storm Water Pollution control requirements listed on the Plans or as specified in these specifications.
- b) For contracts subject to Construction General Permit (CGP), the Contractor’s QSD shall verify the City’s assessment prior to submittal through SMARTS.
- c) The Contractor’s attention is directed to Section 801, “WATER POLLUTION CONTROL” of these specifications for more information.

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

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS. ADD the following:

In any emergency affecting the safety of persons or property, the Contractor shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in Contract Price or Contract Time resulting from emergency work shall be determined as provided in SECTION 3, “CHANGES IN WORK.”

7-10.1 Traffic and Access. To the City Supplement, DELETE the agency notification listing in its entirety and SUBSTITUTE with the following:

The Contractor shall notify Metropolitan Transit System (MTS), a minimum of 5 Working Days prior to excavation, construction, or traffic control affecting bus stops. The Contractor shall notify the remaining agencies a minimum of two 2 Working Days prior to construction activities affecting the agencies:

Fire Department Dispatch	(Street or alley closure)	(858) 573-1300
Police Department Traffic	(Street or alley closure)	(858) 495-7800
Street Division/Electrical	(Traffic signals)	(619) 527-7500
U.S. Navy	(32nd Street Naval Station)	(619) 556-1319
Underground Service Alert	(Any excavation)	(800) 422-4133
MTS	(Street Closure and Bus Stops)	(619) 238-0100 Ext 6451

7-10.6 Traffic Plate Bridging. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Transverse or longitudinal cuts, voids, trenches, holes, and excavations in the right-of-way that cannot be properly completed within 1 Working Day shall be protected by adequately designed barricades and structural steel plates [plates] that will support legal vehicle loads in such a way as to preserve unobstructed traffic flow.

The Contractor shall secure approval, in advance, from authorities concerning the use of any bridging proposed on the Work.

Plates shall conform to the following:

- a) The trench shall be adequately shored to support the bridging and traffic loads.
- b) Plates shall be designed for HS 20-44 truck loading in accordance with Caltrans Bridge Design Specifications Manual.
- c) For the minimum thickness of plates refer to Table 7-10.6(A):

Table 7-10.6(A) - Trench Width / Minimum Plate Thickness

Trench Width	Minimum Plate Thickness
10" (0.25 m)	1/2" (13 mm)
1'-11" (0.58 m)	3/4" (19 mm)
2'-7" (0.80 m)	7/8" (22 mm)
3'-5" (1.04 m)	1" (25 mm)
5'-3" (1.6 m)	1 1/4" (32 mm)

For spans greater than 5'-3" (1.6 m), a structural design shall be prepared by a California Registered Civil Engineer and approved by the Engineer.

- d) Plates shall have a skid-resistant surface with a nominal Coefficient Of Friction (COF) of 0.35 as determined by California Test Method 342.
- e) Plates shall extend a minimum of 12" (300 mm) beyond the edges of the trench.
- f) Plates shall provide complete coverage to prevent any person, bicycle, motorcycle or motor vehicle from being endangered due to plate movement causing separations or gaps.
- g) Plates shall be secured against movement or displacement by using adjustable cleats, shims, welding, or other devices, and shall be installed in a manner that will minimize noise as traffic drives over them. Plates shall be installed using either Method (1) or (2):
 - i. Method 1 [For speeds greater than 45 mph (70 Km/hr)]: The pavement shall be cold planed to a depth equal to the thickness of the plate and to a width and length equal to the dimensions of the plate.
 - ii. Method 2 [For Speeds less than 45 mph (70 Km/hr)]: Approach plate(s) and ending plate (if longitudinal placement) shall be attached to the roadway by a minimum of 2 dowels pre-drilled into the corners of the plate and drilled 2" (50 mm) into the pavement. Subsequent plates are butted to each other. Fine graded asphalt concrete shall be compacted to form ramps, maximum slope 8.5 % with a minimum 12" (305 mm) taper to cover all edges of the plates.

Alternative installation method may be submitted in accordance with 2-5.3, "Submittals" for the Engineer's approval.

- h) The Contractor shall be responsible for maintenance of the plates, shoring, and asphalt concrete ramps or any other approved device used to secure the plates. The Contractor shall immediately mobilize necessary personnel and equipment after being notified by the Engineer, the City's station 38, or a member of the public of a repair needed e.g., plate movement, noise, anchors, and asphalt ramps. Failure to respond to the emergency request within 2 hours will be grounds for the City to perform necessary repairs that will be invoiced at actual cost including overhead or \$500 per incident, whichever is greater. Failure by the Contractor to comply may result in automatic grounds suspension of permit, Contract, or both.
- i) When plates are removed, any damage to the pavement shall be repaired with fine graded asphalt concrete mix or slurry seal satisfactory to the Engineer.

Payment for traffic plate bridging shall be included in the various Bid items unless a Bid Item has been provided for steel plate bridging.

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

8-2 FIELD OFFICE FACILITIES. To the City Supplement, DELETE in its entirety.

SECTION 9 – MEASUREMENT AND PAYMENT

9-3.3.1 Payment for Stored Materials. To the City Supplement, DELETE in its entirety.

PART 2 - CONSTRUCTION MATERIALS

SECTION 207 – PIPE

ADD: 207-17.2.3 Pipe Manufacturer. Pipe, fittings, couplings, and joints as manufactured or distributed by J-M Manufacturing Company shall not be used on this contract.

207-26.1.1 Polymer Concrete Water Meter Boxes. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Boxes and covers to be installed in traffic areas shall have a reinforced polymer concrete frame and cover designed for AASHTO H-20 traffic loading. Boxes and covers to be installed in non-traffic areas shall have reinforced polymer concrete reader lids designed for A-10 traffic loading in accordance with ASTM-C857. Traffic areas are defined as any location in which vehicular traffic is evident or highly likely under normal conditions. Non-traffic areas are locations with no vehicular traffic. Covers shall have a logo reading "PUD WATER" as well as the manufacturer's name or logo cast in the polymer concrete surface. A cover and lid selected at random shall be tested. The cover and lid shall support without failure a total vertical load of at least 1,000 pounds, when supported in a horizontal position in the meter box. The load shall be applied to the center of the lid by a cylindrical pin, 1.952" in diameter, supported on a 2-thick rubber pad.

Unless provided for as a separate Bid item, payment for Polymer Concrete Box shall be included in the Bid item for water services.

207-26.1.5 Polyvinyl Chloride Pipe 2" Only. To the City Supplement, DELETE in its entirety.

SECTION 210 – PAINT AND PROTECTIVE COATINGS

ADD: 210-6 Anti-graffiti Coating. Anti-graffiti coating shall be as manufactured by Monopole, Inc. (or approved equal).

Materials shall be applied as specified below:

- a) 1st Coat: Aquaseal ME12 (Item 5200)
- b) 2nd Coat: Permashield Base (Item 6100)
- c) 3rd Coat: Permashield Premium (Item 5600 for matte finish or Item 5650 for gloss finish)
- d) 4th Coat: Permashield Premium (Item 5600 for matte finish or Item 5650 for gloss finish)

PART 3 – CONSTRUCTION METHODS

SECTION 302 – ROADWAY SURFACING

302-6.8 Measurement and Payment. To the City Supplement, DELETE in its entirety.

ADD: PART 8 – ENVIRONMENTAL WORKS

SECTION 800 - REVEGETATION, MAINTENANCE, AND MONITORING

800-1 GENERAL. The Contractor shall execute and submit the revegetation supplemental agreement, **when included in the Contract Documents.** The revegetation items of Work shall commence within 30 days after the Work that necessitated revegetation is completed. The provisions of Section 2-3, “SUBCONTRACTS” shall not apply to the independent supplemental agreement. The Contractor shall limit staging areas to described areas as identified in the Biological Technical report included in the Contract Documents.

The Contractor shall comply with Section 212, Section 308, except as follows:

800-1.1 Terms and Responsibilities. For the purpose of these specifications the following definitions and descriptions of the responsibilities shall apply:

Project Biologist – An independent third party consultant employed by the Contractor or City and responsible for overseeing the Protection of Existing Biological Resources requirements and the entire revegetation program. **The Project biologist shall not be the same as the Revegetation Contractor.** Project Biologist shall review and become familiar with the Contract Documents and shall function under the direction of the Engineer. The Project Biologist shall be an individual or team of individuals with 4-year degree(s) in botany, ecology, landscape architecture or a related field, and demonstrated experience in habitat restoration and shall be qualified to perform United States Fish and Wildlife Service protocol focused sensitive species surveys as outlined in the biological technical report, CEQA document, local, state and federal resource agency permits or a combination for the Project.

The Project Biologist may be hired by the City **if so specified in the Special Provisions.**

Revegetation Plan – Unless specified otherwise, document prepared or commissioned by the City and included in these specifications containing important details on procedures, materials, and methods applicable to protection of biological resources, revegetation, and maintenance and monitoring of installed vegetation.

Revegetation Contractor - The planting and plant establishment work shall be performed by a qualified Revegetation Contractor (i.e., the Contractor or Subcontractor) with a Class C-27(The Revegetation Contractor). The Re-vegetation Contractor shall implement the Re-vegetation Plan in accordance with recommendations provided by the Project Biologist and Engineer. The Re-vegetation Contractor shall maintain the re-vegetation and erosion control areas for **the specified Plant Establishment Period (PEP)**. The Revegetation Contractor shall demonstrate knowledge of native vegetation and invasive weed identification associated with upland and wetland vegetation communities and non-native invasive plants. The Re-vegetation Contractor and the personnel working in the re-vegetation sites shall be familiar with re-vegetation site boundaries, the requirements of the revegetation effort as it pertains to them, and any other information that the Project Biologist determines is necessary for the success of the re-vegetation program (such as protection of existing adjacent upland and wetland areas).

In the event the application of pesticides or herbicides is required, it shall be done by an individual or firm possessing the pesticide and herbicide license.

Plant Supplier – Plant Supplier may be the Project Biologist or a qualified native plant nursery. The plant supplier shall have at least 2 years experience in the propagation of native plants and shall be responsible for prorogating containerized plant materials according to these specifications.

Seed Supplier - Seed Supplier may be the Project Biologist or Plant Supplier and shall have at least 2 years experience collecting seeds for restoration projects. The Seed Supplier shall hold a valid Department of Agriculture Inspection Certificate. The Seed Supplier shall be responsible for collecting necessary quantities of specified plant species for use in the re-vegetation phase of the Project.

Multiple Habitat Planning Area (MHPA) - Multiple Habitat Planning Area administered by the City’s Multiple Species Conservation Program (MSCP). The MHPA is a system of environmentally sensitive areas given special protections. Work conducted within the MHPA typically requires monitoring by the Project Biologist and may require additional special studies or impact avoidance measures. If such monitoring, studies, or avoidance measures are necessary, they will be outlined in the attached CEQA Document, Site Development Permit (if applicable), and these specifications.

Environmentally Sensitive Lands (ESL) – Environmentally Sensitive Lands administered by Development Services Department through the environmentally Sensitive lands regulations and the City’s Landscape Regulations. ESL are steep slopes and native habitat given special protection. Work conducted within the MHPA typically requires monitoring by the Project Biologist and may require additional special studies or impact avoidance measures. Refer to CEQA Document and Site Development Permit (if applicable) for more information.

Plant Establishment Period (PEP). – The specified period of time required to ensure successful initial establishment of re-vegetation materials installed as directed in the specifications and drawings. The PEP begins upon acceptance of installation of all re-vegetation and extends for the specified plants establishment period. PEP shall be 120 days for native plants **unless otherwise specified**. The PEP may be extended under specific circumstances as described elsewhere in these specifications.

Revegetation Maintenance and Monitoring Period. - Period of time required to ensure long-term establishment and health of revegetation; 25 months for native plants, **unless otherwise specified**. Maintenance and Monitoring begins upon completion and acceptance of the PEP and extends for the specified duration. It can be extended if the revegetation does not meet specific performance criteria in accordance with the Revegetation Plan.

800-1.2 Environmental Protection. Before the commencement of any clearing, grubbing, or excavations in unpaved areas, including ESL as defined in City Municipal Code 143.01, canyons and other vegetated areas, all responsible parties under control of the Contractor shall meet at the Site with the Engineer and the Project Biologist. The Contractor shall ensure prior to any activity at the Site that all laborers are aware of the limits of construction areas.

800-1.3 Protection of Biological Resources.

1. The Contractor shall protect existing landscape, existing native vegetation, and other biological resources within the limits of Work, except as specifically authorized to the contrary by the plans, the CEQA Document, the attached local, state, and federal resource agency permits, or other written notice from a person or agency possessing proper authority to grant such an exception.
2. The Contractor may remove or damage existing vegetation only within the “Construction Corridors” identified in the Plans. The Project Biologist shall approve and locate the “Construction Corridors” in the field. If the Contractor damages areas outside the identified “Construction Corridor”, the Contractor shall mitigate, in accordance with the direction of the Project Biologist and Engineer, the areas at the Contractor’s own expense. The Contractor shall protect all ornamental landscape and existing native vegetation outside the limits of the work. The Contractor shall restrict all construction activities to within the construction corridor.
3. Additional vegetation protection, scheduling, noise abatement, and wildlife survey requirements may be imposed by CEQA Document or by local, state, and federal permits. The Project Biologist shall flag or otherwise make known such areas and requirements and shall further coordinate Work to comply with these requirements. The Contractor shall comply with all biological resource protection requirements. Any damages to biological resources given specific protection by these specifications, the drawings, the CEQA Document, or by local, state, and federal permits shall be mitigated in accordance with the direction of the Project Biologist and Engineer at the Contractor’s own expense and shall be submitted for approval by any local, state, or federal agency permitting authority associated with those impacts.
4. No work shall be allowed within or adjacent, as determined and directed by the Project Biologist, to environmental sensitive habitats between March 1 and August 15 due to the breeding season of the Coastal California Gnatcatcher.

800-1.4 Construction Fencing.

1. The Contractor shall construct orange construction fencing at all locations along the construction corridors.
2. The Contractor shall be responsible to schedule with Engineer and Project Biologist the flagging of the construction corridor prior to any clearing and grubbing activity. After approval of the corridor alignment, Contractor shall install construction fence and shall maintain it until the end of the specified PEP.
3. Construction fencing minimum 3’ high shall be staked at no less than 10’ on center with metal fence stakes. At each stake, the material shall be fastened with a minimum two nylon ties.

800-1.5 Working in Unpaved Areas.

1. Construction personnel shall be instructed about the sensitive nature of the native vegetation and constraints within the vegetated areas identified on the Plans. Construction-related activity outside of the public right-of-way of local roads including equipment travel and access, clearing, grubbing, grading, excavation, stockpiling of excavated material and storage of materials, and equipment and vehicles shall be limited exclusively to the construction corridor area identified on the Plans and shown or described in attached environmental documents and permits.

2. The following restriction shall apply to all construction areas located within vegetated areas:
 - a) No construction personnel or associated vehicles shall enter vegetated areas that are outside the “Construction Corridor” as identified on the Plans and as defined by the Project Biologist and the Engineer.
 - b) Pets shall be prohibited on construction site(s) and within adjacent habitat areas.
 - c) Catering trucks are prohibited on the construction site(s).
 - d) For concrete washouts refer to water pollution control sections of these specifications.
 - e) Litter, including tobacco debris, is prohibited on the construction site(s), either from construction or food packaging.
 - f) Equipment maintenance and pollution control shall be in accordance with 7-8, “WORK SITE MAINTENANCE.”
 - g) Access to the construction site(s) shall be via the Construction Corridor.
 - h) To reduce the possibility of fire, NO SMOKING shall be allowed within vegetated areas.
 - i) Additional restrictions may be listed in the attached CEQA Document, local state or federal permits, or a combination.

800-1.6 Construction Access Routes. Vehicle and equipment traffic shall enter into the canyons or other unpaved areas only through the routes identified as “Construction Corridor” on the Plans. Within the “Construction Corridor” surface vegetation can be removed only as necessary to provide safe passage for foot and vehicle traffic. Care shall be taken to minimize impacts to existing vegetation to the extent possible. Where possible, vegetation shall be trimmed, pruned or mowed instead of being cleared. Impacted areas shall be re-vegetated according to the Contract Documents. The Contractor is advised to investigate Site conditions prior to Bid.

800-1.7 Biological Monitoring and Reporting.

800-1.7.1 General.

1. This work shall include all the required biological monitoring and reporting of the re-vegetation and erosion control from the notice to proceed from the Engineer through acceptance of the PEP, in accordance with these special provisions, as shown on the Plans, as directed by the CEQA Document and other acquired local, state, and federal permits, and the direction of the City’s Mitigation Monitoring Section (MMC) via the Engineer.

800-1.7.2 Project Biologist.

1. Unless specified otherwise, the Contractor shall retain a qualified Project Biologist to perform Biological Monitoring work. The Contractor shall submit copies of the Biologist qualifications as noted in section 800-1.1 and obtain the Engineer’s approval prior to the Pre-construction Meeting and provide references for at least 1 successfully completed project of similar size and complexity in Southern California. If the proposed Project Biologist is not approved, the Contractor shall submit and obtain approval of an alternate Project Biologist at no additional cost to the City prior to the start of the Construction Work subject to the process under Public Contract Code Section 4107. Once approved, the Project Biologist shall attend the Pre-construction Meeting to coordinate the biological impact and re-vegetation portion of the Project.
2. If the City retains a qualified Project Biologist to perform biological monitoring work for the Contract, the Contractor shall coordinate its activities and Schedule with the activities and schedules of the Biologist Monitor.

800-1.7.3 Monitoring.

1. The Project Biologist shall observe and monitor all construction activities in or near vegetated areas or other areas designated or regulated as sensitive biological resources by City, state, and federal regulations or described as such by the attached Biological Technical Report provided in the Contract Documents. During the construction work in the sensitive areas, the Project Biologist shall be present on Site no less than 2 days per week to insure fulfillment of all of the monitoring requirements referenced in these specifications and its attachments. The Project Biologist shall be on-site at the start of all excavation and clearing and grubbing activities.
2. The Project Biologist shall be responsible for monitoring all construction activities in unpaved areas for compliance with these contract documents and its attachments. The Project Biologist shall report directly to the Engineer any Site conditions, work activity, or work product that does not comply with the Contract Documents or its attachments.
3. The Project Biologist shall have authority and responsibility, via the Engineer, to immediately stop Work in areas of the Project where an unpermitted take of existing biological resources would result from continued construction activity.
4. Project Biologist shall be the sole authority for interpreting, via the Engineer, the intent of the attached Biological Technical Report, Re-vegetation Plan, CEQA Document, Site Development Permit, or both and resource agency permits, and these specifications, and shall provide specific information and direction to the Engineer and the Contractor as shown in the Contract Documents.

800-1.7.4 Reporting. The Project Biologist shall prepare letter reports to document the completion of plant and seed installation and the PEP. The letter reports shall include review of the clearing, grubbing, and installation activities as well as the success standards at the end of the PEP and any remedial measures required. Any additional reporting requirements contained in the CEQA Document, Site Development Permit, or both and the Revegetation Plan shall be followed.

800-1.8 Landscape Materials. Materials selected by the Contractor shall be subject to written approval of the Engineer via Project Biologist.

800-1.8.1 Topsoil. The Project Biologist shall be responsible for determining suitability of on-site topsoil material.

If import of topsoil is determined to be necessary, Class B topsoil from a comparable site shall be provided and tested, as specified. Topsoil source and quality shall be approved by the Project Biologist prior to delivery. Topsoil shall be weed free upon delivery, or treated as specified for weed eradication. Topsoil stockpiled for later installation shall not be stockpiled for more than 1 week.

800-1.8.2 Soil Fertilizing and Conditioning Materials. No fertilizers shall be used for any aspects of planting and seeding unless directed otherwise by the Project Biologist.

800-1.8.3 Mulch. Mulch shall be created from on-site vegetation as approved by the Project Biologist. If additional mulch is required, straw mulch shall be derived from rice plant material; animal bedding straw shall not be used. Straw shall be un-decayed, clean, and free of weeds, seeds, and debris.

800-1.8.4 Seed.

1. The Contractor shall arrange for seed material to be collected for the sole purpose of the Project in accordance with these specifications, the CEQA Document, Site Development Permit, state or federal permits, and the Revegetation Plan. The Contractor shall submit copies of seed collection contract agreement, within 30 days of Contract award, to the Engineer for approval by the Project Biologist.

2. Seed shall be collected from the Project vicinity (e.g., within a 10-mile radius) unless otherwise approved by the Engineer. Imported seed shall be ordered, delivered, separated, and containerized by species.
3. Application rate (lbs./acre) for seed types not conforming to specified percentage of seed purity and germination shall be approved by Project Biologist using current test results. Increased seed quantities shall be furnished by Contractor at Contractor's cost.
4. The Contractor shall be responsible for providing seed that has been pre-treated by known methods for each species of plant seed as defined in Emery, Dara E. 1988, Seed Propagation of Native California Plants, Santa Barbara Botanic Garden, Santa Barbara California.

800-1.8.5 Container Stock.

1. The Contractor shall arrange for native container stock (e.g. 1 gallon, etc) plants in all areas except access paths, to be selected for installation at the appropriate rate (e.g. 2000 plants per acres, etc), for the Project in accordance with these specifications, the CEQA Document, Site Development Permit, state or federal permits, or combination, and the Re-vegetation Plan. The Contractor shall submit copies of container stock selection contract agreement, within 30 days of Contract award, to the Engineer for approval by the Project Biologist.
2. Container stock shall be collected from a Plant Nursery (e.g., within a 25-mile radius) qualified to propagate and care for native plant species.

800-1.8.6 Installation, Maintenance, and Reporting.

1. The Contractor shall arrange for installation of temporarily irrigated native hydroseed or container stock as recommended by the Engineer and Project Biologist. Installation shall occur during rainy season (Oct 1-Feb 15), and Project Biologist shall recommend a temporary irrigation plan. For installation outside rainy season (Feb 15-Oct 1) the Contractor shall first obtain the Engineer's approvals, and a comprehensive irrigation plan must be developed and submitted for review by the Contractor. All installation timing, watering and maintenance, as well as schedules shall be submitted to the Engineer for approval prior to installation.
2. Project Biologist shall prepare and submit an installation, and progress reports about success criteria (e.g. plants installed, health, 20% PEP install coverage, 30% end of PEP cover, and 40% at the end of revegetation), and recommendations to City Engineer bi-weekly during PEP, every 3 months after PEP acceptance by City Engineer to ensure success of revegetation.

800-1.8.7 Plant Inspection.

1. The Re-vegetation Contractor shall notify the Engineer and the Project Biologist 48 hours before each plant delivery so the plants can be inspected and approved prior to planting.
2. Nomenclature: The scientific and common names of plants herein specified conform to the approved names given in the following references:
 - i. Native Plants – “The Jepson Manual: Higher Plants of California” third printing (1996) published by the University of California Press, and updates in the Jepson Online Interchange of California Floristics, University of California Berkeley.
 - ii. Non-native Plants – “ The Citystern Garden Book” published by Sunset Publishing, Menlo Park, CA. for Non-native plants.

3. Labeling: Each group of plant materials delivered on-site shall be labeled clearly as to species and variety. Patented plants (cultivars) required by the plant list shall be delivered with a property plant patent attached.
4. Quality and Size: Plants shall be Vigorous, healthy, well-proportioned as verified by the Engineer and Project Biologist. Plants which are even moderately "overgrown," or are showing signs of root girdling, decline, lack of vigor or stunted growth, shall be subject to rejection. Plants larger in size than specified may be used with the approval of the Engineer and the Project Biologist. The use of larger plants shall not cause any change in Contract Price.
5. The PEP as specified in the Special Provisions shall not begin until all plants have been installed and the Work has been accepted by the City's Mitigation Monitoring Section (MMC) via the Engineer.

800-1.8.8 Erosion Control Matting. Erosion control matting shall be BonnTerra America, Coconut Straw Blanket #CS2, (70% straw, 30% coconut fiber), or approved equal. Matting shall be anchored in accordance with manufacture recommendations.

800-1.8.9 Herbicides and Pesticides. Post-emergent herbicide for all areas shall be Rodeo, Round-Up, or approved equal. All other herbicides, insecticides, fungicides or other similar chemicals shall be approved by the Project Biologist prior to use.

800-1.8.10 Samples. The Contractor shall furnish seed samples upon request by the Engineer or the Project Biologist. Samples of ½ lbs of each species or premixed seed mix may be requested by the Project Biologist or the Engineer, to be drawn at time of delivery to mitigation site.

800-1.8.11 Substitutions and Changes. The Contractor shall submit to the Engineer and the Project Biologist any proposed substitutions or other changes to the specified seed mixes or container plant lists in accordance with 4-1.6, "Trade Names or Equals" at least 30 days prior to installation.

800-1.9 Clearing.

800-1.9.1 General.

1. Prior to the removal of any vegetation, the Project Biologist shall verify that proper limits of the "construction corridors" identified on the Plans have been established in accordance with these specifications. Clearing shall include the removal of existing vegetation by various methods, selected by the Contractor and approved by the Engineer and Project Biologist. Clearing shall be coordinated closely with the Project Biologist.
2. Clearing shall include or be coordinated with the following items as shown on the Plans or specified in these specifications.
 - a) Protection of environmental and built features to remain.
 - b) Furnishing and applying water.
 - c) Dust control.
 - d) Erosion control.
 - e) Maintenance of project appearance.
 - f) Trash removal.

3. Clearing shall be done at the locations identified as the Construction Corridor on the Plans. Removal of vegetation shall not occur without the Project Biologist on-site. The Project Biologist shall monitor all site clearing activities.

800-1.9.2 Salvage Existing Topsoil and Vegetation. The existing vegetation that will be removed during clearing of the Site shall be retained on Site and ground to a coarse grade of mulch for re-application in accordance with this subsection. Prior to any excavation that may occur, vegetation shall be removed and the top 8” of topsoil shall be removed and stored. Existing native and approved non-native habitat vegetation removed during clearing at the Site shall be retained on Site and ground to a coarse grade of mulch for re-application of top soil placement. Cleared vegetation from areas of the Project classified as ruderal or otherwise dominated by invasive exotic weed species, as determined by the Project Biologist, shall not be included in the mulch and shall be properly disposed of.

800-1.9.3 Storage of Existing Topsoil and Vegetation.

1. The salvaged topsoil and mulch shall be stored at a location on Site that is approved by the Engineer or Project Biologist. The mulch shall be stored separately from the topsoil. The top soil and the mulch shall be protected and covered by means of an impermeable tarp.
2. Creation of brush piles from cut and brushed vegetation that may become a fire hazard shall be avoided. Vegetation not to be salvaged shall be chipped, cut, or both to pieces of 12” or less, then removed, buried, or adequately spread out as directed by the Project Biologist.

800-1.10 Watering. Alternative irrigation methods e.g., water truck and hand watering shall be approved by the project Biologist and the Engineer.

800-2 LICENSED RE-VEGETATION CONTRACTOR.

800-2.1 General.

1. When a licensed Re-vegetation Contractor has been required in the Contract Documents, the Contractor shall submit and obtain the Engineer’s approval of the following no later than the Pre-construction Meeting:
 - a) Landscape contractor license
 - b) Pesticide/herbicide license
 - c) One successfully completed native habitat revegetation project of similar size and complexity in Southern California that include provisions for long term maintenance and monitoring with a current contact reference. Cited project shall detail nature of re-vegetation project including location, jurisdiction, agency approvals required and nature of contractual relationship (i.e. subcontractor to the contractor, hired by the agency, etc.).
2. If the proposed licensed Re-vegetation Contractor is not approved, the Contractor shall re-submit and obtain approval of an alternate licensed Revegetation Contractor at no additional cost to the City prior to the start of the Construction Work and subject to process provided under Public Contract Code Section 4107.

800-2.2 Site Observation Visits for Revegetation. Observations by the Engineer and Project Biologist shall be for the purpose of determining compliance with Plans and Specifications, intent, workmanship, and clean-up. The Contractor or its authorized representative shall be on Site at the time of each site observation. Observations, clearances, inspections or other activities required or necessary for protection of environmental resources are separate from this work and are described in Part 1, the CEQA Document, and acquired local, state, and federal permits.

The Contractor shall receive written notification of all deficiencies and shall correct all deficiencies prior to requesting the next inspection. Each deficiency shall be resolved by the Contractor no later than 72 hours after oral or written notification from the Engineer. Failure to comply in the time frame defined herein will result in suspension of contract payment, a stop work order, or both until such time that the deficiency is resolved and approved by Engineer and Project Biologist.

In addition to normal progress inspections, the Contractor shall schedule and conduct the following formal inspections, giving notice to Engineer and Project Biologist a minimum of 7 days prior to readiness to conduct the following Site observations:

- a) Site observation of all revegetation Site areas after clearing and grubbing and prior to any excavation or plant material installations.
- b) Site observations immediately prior to seed application, planting, or both.

Site observation of the work shall not relieve the Contractor of the obligation to fulfill all conditions of the contract. Other observations, clearances, and monitoring activities are required in subsequent sections.

Upon completion of seeding and erosion control installations in vegetated areas, a punch list will be prepared by Project Biologist documenting any outstanding items to be completed or corrected. Contractor shall complete the punch list items within 10 days. Delay of completion of punch list items will delay the beginning of the specified PEP. Acceptance and written approval by the Engineer will establish the beginning of the PEP.

800-2.3 Earthwork and Topsoil Placement. For the purpose of this part, ADD the following to 308-2.1, "General:"

Finished soils in the upper 3' of all excavated areas in the vegetated area shall be predominately free of clay and sand. The Contractor shall not use subsurface soils from the deepest parts of the excavation unless specifically approved by the Engineer and Project Biologist.

The Contractor shall perform minor ground contouring (grading) at the direction of the Engineer in accordance with the Project Biologist's recommendations, and in accordance with the plans and specifications to establish the proper topography essential to the revegetation effort.

800-2.3.1 Topsoil Preparation and Conditioning Procedures. The salvaged topsoil shall be reapplied to the disturbed areas prior to planting and seeding. The topsoil shall be free of rocks and all clods of greater than 1". The Contractor shall match existing elevations of adjacent untouched native soils and shall provide natural drainage to the maximum extent possible. Compaction within revegetation areas will not exceed 75% standard proctor within the top 8" of soil. Compaction testing will be required, if deemed necessary by Engineer and Project Biologist, to verify specifications have been achieved. Overly compacted soils shall be de-compacted by ripping or tilling as directed by the Project Biologist.

800-2.3.4 Soils Testing. Soils in areas to be revegetated, including sub-soils and existing topsoil, shall be tested for soil fertility and agricultural suitability if directed by the Project Biologist.

The Contractor shall collect 1 composite soil sample from the specified revegetation area. Sample location shall be approved by Engineer and Project Biologist.

Tests shall be conducted and evaluated by a qualified soils scientist from an approved soils laboratory approved by Project Biologist and Engineer.

Soil analysis shall include measures of salinity (ppt), soil ph, soil percolation, sodium absorption ratio (SAR), and all water-soluble nutrients. In evaluating soil samples, soil analysis shall account for seasonal variation and shall make recommendations regarding soil amendments based upon the vegetation to be established in each area.

The Project Biologist shall evaluate the soils lab recommendations to determine if additional soil preparation requirements will be necessary prior to seeding.

The payment for soil testing shall be included in the Revegetation Maintenance and Monitoring Program lump sum Bid item.

800-2.3.5 Amending Site Soils. If soils analysis indicates soil amendments are necessary, specified amendment materials shall be evenly spread over designated planting areas and shall be thoroughly incorporated to a uniform soil depth of 6” by rototilling a minimum of 2 passes, the second pass perpendicular to the first pass. Soil amendment application rates shall be determined by Project Biologist and the approved laboratory following analysis.

800-2.3.6 Weed Eradication. The eradication of exotic plant species shall be required prior to any revegetation efforts. Herbicide shall be applied to weedy vegetation (e.g., giant reed (*Arundo donax*), tamarisk (*Tamarix sp.*), pampas grass (*Cortaderia jubata*), tree tobacco (*Nicotina glauca*), yellow star-thistle (*Centaurea melitensis*), cocklebur (*Xanthium sp.*), castor bean (*Ricinus communis*), annual beardgrass, and Bermuda grass (*Cynodon dactylon*), etc.) within the Site. All weedy species shall be cleared approximately 2 weeks following herbicide application unless authorized by the Project Biologist.

The Project Biologist shall be requested to review the weed species with the Revegetation Contractor prior to start of weeding. Revegetation shall not be allowed until weeds are removed from within the construction corridor indicated on the Plans. Volunteer species, as determined by the Project Biologist, may be left in-place to supplement the revegetation. Desirable native plants as identified by the Project Biologist shall not be removed.

The Project Biologist shall inspect the revegetation site prior to planting and during revegetation.

Manual weed eradication. If temperature and weather conditions permit, solarization shall be used to eradicate weeds and their seeds by applying white or black plastic sheeting over the weedy areas for approximately 2-3 weeks, as directed by the Project Biologist. Weed seedlings and sprouts shall be removed before attaining 12” in height and before producing seed.

No herbicides shall be used following the initial weed eradication unless authorized by the Project Biologist. Herbicides shall be limited to use on only the noxious species such as fennel, poison hemlock, bermuda grass, tamarisk, tree tobacco, pampas grass and giant reed and used only under the direct supervision of the Project Biologist. The herbicide shall be applied immediately after cutting of stems or branches. The Project Biologist shall monitor exotic species eradication.

All areas where weed removal creates bare areas in excess of 25 square feet shall be reseeded.

The Contractor shall possess demonstrated ability to identify the difference between desirable native species and invasive weeds.

Pulled weeds and debris shall be transported and disposed of properly off-site immediately to prevent any seed dispersal on the Site.

800-2.4 Finish Grading. For the purpose of this part, ADD the following to 308-2.4, “Finish Grading:”

Pre-existing grades and natural drainage courses shall be reestablished to their original grade and contour, in accordance with the direction of the Engineer and Project Biologist.

Final grading shall be acceptable to Engineer before planting operations will be allowed to commence.

The topsoil preparation and conditioning and preparation of the final grade shall be included in the lump sum bid item for Revegetation and Erosion Control.

800-2.5 Planting. For the purpose of this part, DELETE the first sentence in 308-4.1, “General” in its entirety and SUBSTITUTE with the following:

The Contractor shall replant unpaved portions of the pipeline alignment that are disturbed by the construction activity. The Contractor shall use only the types, sizes, and quantities of plant materials required by the plans and specifications, and permit conditions. The Contractor shall use quantities that will meet revegetation success criteria at the end of the specified PEP in accordance with 308-6, “MAINTENANCE AND PLANT ESTABLISHMENT.”

Planting and seeding shall be performed after October 1 or before February 15 of any given calendar year. Seed installation outside of this time frame may take place when approved by the Project Biologist. Phasing of the installation will be acceptable based upon the progress of the construction, as approved by the Engineer and the Project Biologist. Specific planting times shall be limited to those periods when weather and soil conditions are suitable in accordance with locally accepted ecological, horticultural practice, or both as approved by the Engineer and the Project Biologist.

The Contractor shall be responsible for managing the Site and performing planting, maintenance, and corrective measures to promote healthy growth, establishment and success of the plantings. This shall include providing for drainage, irrigation, repair of damaged features, correction of deleterious conditions, maintaining a proper soil moisture level, weeding, fertilization, protection, temporary measures to promote establishment and other maintenance and construction efforts needed to provide for the successful establishment of the plant materials during the Contract Time.

The layout of locations for plants and outlines of areas to be seeded shall be approved on the Site by the Engineer and the Project Biologist. Container plant material and container plants shall be set by the Contractor in their final locations and approved by the Project Biologist prior to their planting.

800-2.6 Erosion Control Planting. For the purpose of this part, DELETE 308-4.91, “General” in its entirety and SUBSTITUTE with the following:

Erosion control planting shall be for slope protection and prevention of eroded sediments. Habitat restoration planting shall be for mitigation of habitats impacted by construction and shall attempt to create naturally appearing and functioning plant communities.

800-2.7 Seeding and Mulching. For the purpose of this part ADD the following to 308-4.9.3, “Seeding and Mulching”:

Seeding shall be performed in accordance with 308-4.8, “Lawn Planting” and as follows.

Seeding shall be performed prior to application of any natural fiber matting, rice straw, etc. to ensure seeds’ direct contact with the soil.

If seed application occurs between November and March, the seed shall be covered with natural fiber matting, rice straw, or another mulch cover, as directed by the Engineer or Project Biologist.

Seeding shall be started only after soil preparation and finish grading has been completed and accepted.

800-2.8 Hydro Seeding. Hydro seeding materials specified in the Special Provisions or as shown on the Plans shall conform to the following:

Type 11 Mulch (Bonded Fiber Matrix) Wood Fiber Mulch shall consist of:

- a) Wood fiber - Wood fiber shall be clean, natural non-recycled wood fiber processed to contain no germination or growth inhibiting factors, using nontoxic dye to facilitate metering of materials, manufactured in such a manner that after addition and agitation in slurry tanks with fertilizer, seed, water, and other approved additives, fibers in material will become uniformly suspended forming a homogeneous slurry that when hydraulically sprayed on ground, forms a blotter like ground cover impregnated uniformly with seed; which after application, will allow moisture, rainfall to percolate to underlying soil. Suppliers shall certify that their product meets all foregoing requirements based on testing.
- b) Stabilizing emulsion - Stabilizing emulsion shall be a concentrated liquid chemical that forms a film upon drying and allows water and air to penetrate. The films shall be non-flammable and shall have an effective life of at least 1 year. Stabilizing emulsion shall be nontoxic to plant or animal life and nonstaining to concrete or painted surfaces. In the cured state, the stabilizing emulsion shall not be re-emulsifiable. The material shall be registered with and licensed by the State Department of Food and Agriculture, as an "auxiliary soil chemical".

Hydroseeding shall be applied as follows:

- a) The Contractor shall coordinate with the Engineer to gain access to the Site, and to pre-arrange for the hydro seed slurry mixing.
- b) Spray all areas with a uniform, visible coat using the green color of the mulch as a guide. The slurry shall be applied in a sweeping motion, in an arched stream so as to fall like rain allowing the mulch fibers to build on each other until a good coat is achieved and the material is spread at the required rate per acre. The Contractor shall use care not to drag spray hoses over existing plant material and shall attempt to spray from the edges of the planting areas whenever possible.
- c) Slurry mixture which has not been applied to the planting areas within 4 hours after mixing will be rejected and shall be removed from the Site at the Contractor's expense.
- d) Slurry spilled into areas outside the limits of work shall be cleaned up at the Contractor's expense to the satisfaction of the Project Biologist and the Engineer.
- e) The Contractor shall coordinate with the Project Biologist to assure the Site is properly prepared prior to hydro seeding.
- f) The Contractor shall be responsible for repairing all ruts.
- g) Areas requiring grading, as determined by the Engineer, shall be repaired prior to hydro seeding. Where insufficient seed germination has occurred, the area shall be reseeded every 10 days until adequate germination has been confirmed by the Project Biologist.

800-2.9 Container Planting. Actual planting shall be performed during those periods when weather and soils conditions are suitable and in accordance with locally accepted horticultural practice, as approved by the Engineer or Project Biologist. No planting shall be done in any area until it has been satisfactorily prepared in accordance with these Specifications. The Contractor shall obtain approval from the Project Biologist of planting pit locations prior to planting. Plants shall be planted and watered as herein specified immediately after the removal from the containers. Containers shall not be cut prior to placing the plants in the planting area.

Planting shall not be performed if plant pits contain standing water, or if pits are over saturated to a condition which may result in an unhealthful condition for the plant. The Contractor shall provide a suitable growing condition for the plant material and to maintain that condition throughout the entire contract period.

Pits for container-grown plants shall be dug 2 times as deep and 3 times as wide as the container. Large clods shall be broken up and the sides of the pits should be scarified. The planting hole shall be filled with water. The water shall be allowed to percolate into the subsoil. Plants shall be thoroughly watered in their containers before planting. Native backfill material shall be placed into the bottom of the hole, moistened and tamped, and mounded slightly. Plants shall be centered in each pit in a vertical position so that the top of the root ball is set 1" above the finish grade. The pits shall be backfilled with soil thoroughly settled by water application. Two 21-gram plant tablets shall be added on opposite sides of the planting hole. An earthen berm shall be constructed around each plant. The reservoir berm for 1 gal plantings shall be a minimum of 12" in diameter and 2" in height. Thoroughly hand-water the basin. Allow to soak and repeat.

800-2.10 Erosion Control Matting. Construction corridors steeper than a 3:1 slope shall receive erosion control matting after grading and seeding have been completed.

800-2.11 Maintenance and Plant Establishment. Section 308-6, ADD the following:

After planting is completed, a field notification in writing will be issued to the Contractor to establish the effective beginning date of the PEP. The PEP shall be as specified in the Special Provisions and shall be extended by the Engineer if in the City's sole discretion:

- a) In addition to the PEP, additional planting is required to achieve the required performance standard e.g., 100% vegetative cover at the end of the Maintenance, and
- b) Monitoring Program described in this part, or other corrective work becomes necessary.

The Contractor shall notify the Engineer to schedule monthly inspections for the first 4 months to verify germination and establishment. After the first four months, and if the PEP is still in effect, inspections shall occur **in accordance with the Special Provisions**. The Contractor shall notify the Engineer of required inspections for the specified maintenance and monitoring period (e.g., 6 months, 12 months, 24 months (pre final), and 25 months or 60 months (final)).

The Contractor shall be responsible for immediately controlling any insect infestations and diseases that may spread throughout the revegetated areas. The use of pesticides shall require prior approval by the Engineer and Project Biologist.

The Contractor shall be responsible for the monitoring and control of herbivore activity within revegetated areas and shall inform the Project Biologist within 24 hours of discovery, who shall then prescribe remedial action. Remedial action, such as fencing and protective cages, shall be provided at the Contractor's expense.

Native vegetation and branch drop shall be retained in place unless removal is specially required. Removal of vegetation shall be pre-approved by the Project Biologist and the Engineer.

The Contractor shall remove and dispose off-site all non-organic debris. Removal of trash and litter shall continue on a regular basis during the PEP. Organic debris resulting from weed and exotic plant removal shall be removed from the site(s) and disposed of in accordance with 7-8, "WORK SITE MAINTENANCE."

The Contractor shall maintain silt and construction area fences on a continual basis throughout construction activity and the PEP.

The Contractor shall monitor for erosion within revegetation areas and shall prohibit gullies, rill and sheet erosion, bare soil areas and silt deposition from occurring. Erosion control shall emphasize prevention. Repair of eroded areas may include redirection of dissipation of the water source and re-contouring of soil followed by seeding, mulching, and planting as directed by Engineer.

The Contractor will be notified in writing that Work and the PEP have been accepted or that the PEP has been extended to correct any deficiencies remaining.

800-2.12 Revegetation Maintenance and Monitoring Program. When the PEP is completed to the satisfaction of the Engineer, a revegetation maintenance and monitoring program [Monitoring Program] shall commence in accordance with the Special Provisions. The Contractor shall perform the Monitoring Program in accordance with the terms of the Revegetation Maintenance and Monitoring Contract, included in the Contract Documents. The Engineer will issue a field notification to the Contractor to establish the commencement date of the Monitoring Program. The Contractor's obligation will be satisfied upon the commencement date of the Monitoring Program, and the NOC shall not be invalid by reason of the Contractor's obligations and work performed in accordance with the Revegetation Maintenance and Monitoring Contract.

800-2.13 Warranty and Replacements. Where seeded areas show signs of failure to grow at any time during the life of the contract and where seeded areas are so injured, damaged, dead or diseased as to render them unsuitable for the intended purpose, the Contractor shall reseed these areas within 30 days of receipt of written notice by Engineer at no additional cost to the City.

Seed species used for reseeding shall be the same species and quantity in accordance with the original seed list. Reseeding shall be furnished without cost to the City.

The Contractor's warranty period may be extended in cases where plants are slow to establish. If the Contractor fails to replace plants within the 30 day time limit, Engineer may replace them at Contractor's expense 5 Working Days after written notice to the Contractor.

The Contractor shall not be held responsible for failures due to vandalism and Acts of God during warranty period. Such conditions which exempt Contractor from the warranty shall be documented in writing by Contractor and delivered to Engineer within 1 month of occurrence.

800-2.15 Payment. The payment for items of Work described in Section 800, "REVEGETATION, MAINTENANCE, AND MONITORING" shall be included in the following Bid items as applicable unless specified otherwise in the Supplementary Special Provisions (SSP), Extended Revegetation Maintenance and Monitoring Contract, or both:

- a) Clearing and Grubbing: Payment for removal and disposal of the existing vegetation, trash, and other objects shall be included in the unit price Bid item for Clearing and Grubbing.
- b) Construction Fencing and Access Route: Payment for the construction of temporary facilities e.g., access routes and fencing shall be included in the unit price Bid item for Construction Fencing and Access Route.
- c) Revegetation and Erosion Control: Payment to complete planting, irrigation installation, erosion control and maintenance during the PEP for the landscape, irrigation and erosion control shall be included in the lump sum Bid item for Revegetation and Erosion Control.
- d) Monitoring and Reporting: Payment for Biological Monitoring and Reporting activities throughout the initial plantings and the PEP shall be included in the lump sum Bid item for Monitoring and Reporting.

- e) Revegetation Maintenance and Monitoring Program: Payment for the monitoring, reporting, and maintenance work required during the extended period beyond the PEP (PEP) and in accordance with the Revegetation Maintenance and Monitoring Contract including furnishing the required reports, site observations, and bond(s) shall be included in the lump sum Bid item for Revegetation Maintenance and Monitoring Program i.e., 25 months **unless otherwise noted**.

800-1.7.1 General. The Contractor shall retain a qualified Project Biologist to perform Biological Monitoring work. The Contractor shall submit copies of the Biologist qualifications as noted in section 800-1.1 within 5 Working Days of the bid opening and provide references for at least 3 completed projects of similar size and complexity in Southern California. The submittals shall be sent to the City Project Manager. If the proposed Project Biologist is not approved, the Contractor shall submit and obtain approval of an alternate Project Biologist at no additional cost to the City prior to award of the Contract. Once approved, the Project Biologist shall attend the pre-construction meeting to coordinate the biological impact and revegetation portion of the Project.

800-1.7.2 Monitoring. The Project Biologist shall observe and monitor all construction activities in or near vegetated areas or other areas designated or regulated as sensitive biological resources by City, state, and federal regulations or described as such by the **attached Biological Technical Report** provided in the Contract Documents. During the construction work in the sensitive areas, the Project Biologist shall be present on Site no less than two days per week to insure fulfillment of all of the monitoring requirements referenced in these specifications and its attachments. The Project Biologist shall be on-site at the start of all excavation and clearing and grubbing activities.

The Project Biologist shall be responsible for monitoring all construction activities in unpaved areas for compliance with these contract documents and its attachments. The Project Biologist shall report directly to the Engineer any Site conditions, work activity, or work product that does not comply with the Contract Documents or its attachments.

The Project Biologist shall have authority and responsibility, via the Engineer, to immediately stop Work in areas of the Project where an unpermitted take of existing biological resources would result from continued construction activity.

Project Biologist shall be the sole authority for interpreting, via the Engineer, the intent of the attached Biological Technical Report, Revegetation Plan, CEQA Document, Site Development Permit, or both and resource agency permits, and these specifications, and shall provide specific information and direction to the Engineer and the Contractor as shown in the Contract Documents.

The Project Biologist shall attend and perform the Site observation visits in accordance with these specifications.

800-1.7.3 Reporting. The Project Biologist shall prepare letter reports to document the completion of plant and seed installation and the PEP. The letter reports shall include review of the clearing, grubbing, and installation activities as well as the success standards at the end of the PEP and any remedial measures required. Any additional reporting requirements contained in the CEQA Document, Site Development Permit, or both and the Revegetation Plan shall be followed.

800-1.8 Landscape Materials. Materials selected by the Contractor shall be subject to written approval of the Engineer via Project Biologist.

800-1.8.1 Topsoil. The Project Biologist shall be responsible for determining suitability of on-site topsoil material.

If import of topsoil is determined to be necessary, Class B topsoil from a comparable site shall be provided and tested, as specified. Topsoil source and quality shall be approved by the Project Biologist prior to delivery. Topsoil shall be weed free upon delivery, or treated as specified for weed eradication. Topsoil stockpiled for later installation shall not be stockpiled for more than 1 week.

800-1.8.2 Soil Fertilizing and Conditioning Materials. No fertilizers shall be used for any aspects of planting and seeding unless directed otherwise by the Project Biologist.

800-1.8.3 Mulch. Mulch shall be created from on-site vegetation as approved by the Project Biologist. If additional mulch is required, straw mulch shall be derived from rice plant material; animal bedding straw shall not be used. Straw shall be un-decayed, clean, and free of weeds, seeds, and debris.

800-1.8.4 Seed. The Contractor shall arrange for seed material to be collected for the sole purpose of the Project in accordance with these specifications, the CEQA Document, Site Development Permit, state or federal permits, and the Revegetation Plan. The Contractor shall submit copies of seed collection contract agreement, within 30 days of Contract award, to the Engineer for approval by the Project Biologist.

Seed shall be collected from the Project vicinity (e.g., within a 25-mile radius) unless otherwise approved by the Engineer. Imported seed shall be ordered, delivered, separated, and containerized by species.

Application rate (lbs./acre) for seed types not conforming to specified percentage of seed purity and germination shall be approved by Project Biologist using current test results. Increased seed quantities shall be furnished by Contractor at Contractor's cost.

The Contractor shall be responsible for providing seed that has been pre-treated by known methods for each species of plant seed as defined in Emery, Dara E. 1988, Seed Propagation of Native California Plants, Santa Barbara Botanic Garden, Santa Barbara California.

800-1.8.5 Container Stock. The Contractor shall arrange for native container stock (e.g. 1 gallon, etc) plants in all areas except access paths, to be selected for installation at the appropriate rate (e.g. 2000 plants per acres, etc), for the Project in accordance with these specifications, the CEQA Document, Site Development Permit, state or federal permits, or combination, and the Revegetation Plan. The Contractor shall submit copies of container stock selection contract agreement, within 30 days of Contract award, to the Engineer for approval by the Project Biologist.

Container stock shall be collected from a Plant Nursery (e.g., within a 25-mile radius) qualified to propagate and care for native plant species.

800-1.8.6 Installation, Maintenance, and Reporting. The Contractor shall arrange for installation of temporarily irrigated native hydroseed or container stock as recommended by the Engineer and Project Biologist. Installation shall occur during rainy season (Oct 1-Feb 15), and Project Biologist shall recommend a temporary irrigation plan. For installation outside rainy season (Feb 15-Oct 1) the Contractor shall first obtain the Engineer's approvals, and a comprehensive irrigation plan must be developed and submitted for review by the Contractor. All installation timing, watering and maintenance, as well as schedules shall be submitted to the Engineer for approval prior to installation.

Project Biologist shall prepare and submit an installation, and progress reports about success criteria (e.g. plants installed, health, 20% PEP install coverage, 30% end of PEP cover, and 40% at the end of revegetation), and recommendations to City Engineer bi-weekly during PEP, every 3 months after PEP acceptance by City Engineer to ensure success of revegetation.

800-1.8.7 Plant Inspection. The Revegetation Contractor shall notify the Engineer and the Project Biologist 48 hours before each plant delivery so the plants can be inspected and approved prior to planting.

- a) Nomenclature: The scientific and common names of plants herein specified conform to the approved names given in the following references:

- i. Native Plants – “The Jepson Manual: Higher Plants of California” third printing (1996) published by the University of California Press, and updates in the Jepson Online Interchange of California Floristics, University of California Berkeley.
 - ii. Non-native Plants – “Western Garden Book” published by Sunset Publishing, Menlo Park, CA. for Non-native plants.
- b) Labeling: Each group of plant materials delivered on-site shall be labeled clearly as to species and variety. Patented plants (cultivars) required by the plant list shall be delivered with a property plant patent attached.
 - c) Quality and Size: Plants shall be Vigorous, healthy, well-proportioned as verified by the Engineer and Project Biologist. Plants which are even moderately "overgrown," or are showing signs of root girdling, decline, lack of vigor or stunted growth, shall be subject to rejection. Plants larger in size than specified may be used with the approval of the Engineer and the Project Biologist. The use of larger plants shall not cause any change in Contract Price.
 - d) The PEP as specified in the Special Provisions shall not begin until all plants have been installed and the Work has been accepted by the City’s Mitigation Monitoring Section (MMC) via the Engineer. .

800-1.8.8 Erosion Control Matting. Erosion control matting shall be BonnTerra America, Coconut Straw Blanket #CS2, (70% straw, 30% coconut fiber), or approved equal. Matting shall be anchored in accordance with manufacture recommendations.

800-1.8.9 Herbicides and Pesticides. Post-emergent herbicide for all areas shall be Rodeo, Round-Up, or approved equal. All other herbicides, insecticides, fungicides or other similar chemicals shall be approved by the Project Biologist prior to use.

800-1.8.10 Samples. The Contractor shall furnish seed samples upon request by the Engineer or the Project Biologist. Samples of ½ lbs of each species or premixed seed mix may be requested by the Project Biologist or the Engineer, to be drawn at time of delivery to mitigation site.

800-1.8.11 Substitutions and Changes. The Contractor shall submit to the Engineer and the Project Biologist any proposed substitutions or other changes to the specified seed mixes or container plant lists in accordance with 4-1.6, “Trade Names or Equals” at least 30 days prior to installation.

800-1.9 Clearing.

800-1.9.1 General. Prior to the removal of any vegetation, the Project Biologist shall verify that proper limits of the “construction corridors” identified on the Plans have been established in accordance with these specifications. Clearing shall include the removal of existing vegetation by various methods, selected by the Contractor and approved by the Engineer and Project Biologist. Clearing be coordinated closely with the Project Biologist.

Clearing shall include or be coordinated with the following items as shown on the Plans or specified in these specifications.

- a) Protection of environmental and built features to remain.
- b) Furnishing and applying water.
- c) Dust control.

- d) Erosion control.
- e) Maintenance of project appearance.
- f) Trash removal.

Clearing shall be done at the locations identified as the Construction Corridor on the Plans. Removal of vegetation shall not occur without the Project Biologist on-site. The Project Biologist shall monitor all site clearing activities.

800-1.9.2 Salvage Existing Topsoil and Vegetation. The existing vegetation that will be removed during clearing of the Site shall be retained on Site and ground to a coarse grade of mulch for re-application in accordance with this subsection. Prior to any excavation that may occur, vegetation shall be removed and the top 6” of topsoil shall be removed and stored. Existing native and approved non-native habitat vegetation removed during clearing at the Site shall be retained on Site and ground to a coarse grade of mulch for re-application of top soil placement. Cleared vegetation from areas of the Project classified as ruderal or otherwise dominated by invasive exotic weed species, as determined by the Project Biologist, shall not be included in the mulch and shall be properly disposed of.

800-1.9.3 Storage of Existing Topsoil and Vegetation. The salvaged topsoil and mulch shall be stored at a location on Site that is approved by the Engineer or Project Biologist. The mulch shall be stored separately from the topsoil. The top soil and the mulch shall be protected and covered by means of an impermeable tarp.

Creation of brush piles from cut and brushed vegetation that may become a fire hazard shall be avoided. Vegetation not to be salvaged shall be chipped, cut, or both to pieces of 12” or less, then removed, buried, or adequately spread out as directed by the Project Biologist.

800-1.10 Watering. Alternative irrigation methods e.g., water truck and hand watering shall be approved by the project Biologist and the Engineer.

800-2 LICENSED REVEGETATION CONTRACTOR.

800-2.1 General. When required in the Contract Documents, a licensed Revegetation Contractor shall be retained to perform landscape and revegetation work. The Revegetation Contractor or Subcontractor shall submit and obtain the Engineer’s approval of the following no later than the Pre-construction Meeting:

- a) Landscape contractor license
- b) Pesticide/herbicide license
- c) One successfully completed native habitat revegetation project of similar size and complexity in Southern California that include provisions for long term maintenance and monitoring with a current contact reference. Cited project shall detail nature of revegetation project including location, jurisdiction, agency approvals required and nature of contractual relationship (i.e. subcontractor to the contractor, hired by the agency, etc.).

If the proposed licensed Revegetation Contractor is not approved, the Contractor shall re-submit and obtain approval of an alternate licensed Revegetation Contractor at no additional cost to the City prior to the start of the Construction Work and subject to process provided under Public Contract Code Section 4107.

800-2.2 Site Observation Visits for Revegetation.

1. Observations by the Engineer and Project Biologist shall be for the purpose of determining compliance with Plans and Specifications, intent, workmanship, and clean-up. The Contractor or its authorized representative shall be on Site at the time of each site observation. Observations, clearances, inspections or other activities required or necessary for protection of environmental resources are separate from this work and are described in Part 1, the CEQA Document, and acquired local, state, and federal permits.
2. The Contractor shall receive written notification of all deficiencies and shall correct all deficiencies prior to requesting the next inspection. Each deficiency shall be resolved by the Contractor no later than 72 hours after oral or written notification from the Engineer. Failure to comply in the time frame defined herein will result in suspension of contract payment, a stop work order, or both until such time that the deficiency is resolved and approved by Engineer and Project Biologist.
3. In addition to normal progress inspections, the Contractor shall schedule and conduct the following formal inspections, giving notice to Engineer and Project Biologist a minimum of 7 days prior to readiness to conduct the following Site observations:
 - a) Site observation of all re-vegetation Site areas after clearing and grubbing and prior to any excavation or plant material installations.
 - b) Site observations immediately prior to seed application, planting, or both.
4. Site observation of the work shall not relieve the Contractor of the obligation to fulfill all conditions of the contract. Other observations, clearances, and monitoring activities are required in subsequent sections.
5. Upon completion of seeding and erosion control installations in vegetated areas, a punch list will be prepared by Project Biologist documenting any outstanding items to be completed or corrected. Contractor shall complete the punch list items within 10 days. Delay of completion of punch list items will delay the beginning of the specified PEP. Acceptance and written approval by the Engineer will establish the beginning of the PEP.

800-2.3 Earthwork and Topsoil Placement.

- 1 For the purpose of this part, ADD the following to 308-2.1, "General:"
- 2 Finished soils in the upper 3' of all excavated areas in the vegetated area shall be predominately free of clay and sand. The Contractor shall not use subsurface soils from the deepest parts of the excavation unless specifically approved by the Engineer and Project Biologist.
- 3 The Contractor shall perform minor ground contouring (grading) at the direction of the Engineer in accordance with the Project Biologist's recommendations, and in accordance with the plans and specifications to establish the proper topography essential to the re-vegetation effort.

800-2.3.1 Topsoil Preparation and Conditioning Procedures. The salvaged topsoil shall be reapplied to the disturbed areas prior to planting and seeding. The topsoil shall be free of rocks and all clods of greater than 1". The Contractor shall match existing elevations of adjacent untouched native soils and shall provide natural drainage to the maximum extent possible. Compaction within re-vegetation areas will not exceed 75% standard proctor within the top 8" of soil. Compaction testing will be required, if deemed necessary by Engineer and Project Biologist, to verify specifications have been achieved. Overly compacted soils shall be de-compacted by ripping or tilling as directed by the Project Biologist.

800-2.3.4 Soils Testing.

1. Soils in areas to be revegetated, including sub-soils and existing topsoil, shall be tested for soil fertility and agricultural suitability if directed by the Project Biologist.
2. The Contractor shall collect 1 composite soil sample from the specified re-vegetation area. Sample location shall be approved by Engineer and Project Biologist.
3. Tests shall be conducted and evaluated by a qualified soils scientist from an approved soils laboratory approved by Project Biologist and Engineer.
4. Soil analysis shall include measures of salinity (ppt), soil ph, soil percolation, sodium absorption ratio (SAR), and all water-soluble nutrients. In evaluating soil samples, soil analysis shall account for seasonal variation and shall make recommendations regarding soil amendments based upon the vegetation to be established in each area.
5. The Project Biologist shall evaluate the soils lab recommendations to determine if additional soil preparation requirements will be necessary prior to seeding.
6. The payment for soil testing shall be included in the Revegetation Maintenance and Monitoring Program lump sum Bid item.

800-2.3.5 Amending Site Soils. If soils analysis indicates soil amendments are necessary, specified amendment materials shall be evenly spread over designated planting areas and shall be thoroughly incorporated to a uniform soil depth of 6” by rototilling a minimum of 2 passes, the second pass perpendicular to the first pass. Soil amendment application rates shall be determined by Project Biologist and the approved laboratory following analysis.

800-2.3.6 Weed Eradication.

1. The eradication of exotic plant species shall be required prior to any revegetation efforts. Herbicide shall be applied to weedy vegetation (e.g., giant reed (*Arundo donax*), tamarisk (*Tamarix sp.*), pampas grass (*Cortaderia jubata*), tree tobacco (*Nicotina glauca*), yellow star-thistle (*Centaurea melitensis*), cocklebur (*Xanthium sp.*), castor bean (*Ricinus communis*), annual beardgrass, and Bermuda grass (*Cynodon dactylon*), etc.) within the Site. All weedy species shall be cleared approximately 2 weeks following herbicide application unless authorized by the Project Biologist.
2. The Project Biologist shall be requested to review the weed species with the Re-vegetation Contractor prior to start of weeding. Re-vegetation shall not be allowed until weeds are removed from within the construction corridor indicated on the Plans. Volunteer species, as determined by the Project Biologist, may be left in-place to supplement the re-vegetation. Desirable native plants as identified by the Project Biologist shall not be removed.
3. The Project Biologist shall inspect the re-vegetation site prior to planting and during re-vegetation.
4. Manual weed eradication. If temperature and weather conditions permit, solarization shall be used to eradicate weeds and their seeds by applying white or black plastic sheeting over the weedy areas for approximately 2-3 weeks, as directed by the Project Biologist. Weed seedlings and sprouts shall be removed before attaining 12” in height and before producing seed.

5. No herbicides shall be used following the initial weed eradication unless authorized by the Project Biologist. Herbicides shall be limited to use on only the noxious species such as fennel, poison hemlock, bermuda grass, tamarisk, tree tobacco, pampas grass and giant reed and used only under the direct supervision of the Project Biologist. The herbicide shall be applied immediately after cutting of stems or branches. The Project Biologist shall monitor exotic species eradication.
6. All areas where weed removal creates bare areas in excess of 25 square feet shall be reseeded.
7. The Contractor shall possess demonstrated ability to identify the difference between desirable native species and invasive weeds.
8. Pulled weeds and debris shall be transported and disposed of properly off-site immediately to prevent any seed dispersal on the Site.

800-2.4 Finish Grading.

1. For the purpose of this part, ADD the following to 308-2.4, "Finish Grading:"
2. Pre-existing grades and natural drainage courses shall be reestablished to their original grade and contour, in accordance with the direction of the Engineer and Project Biologist.
3. Final grading shall be acceptable to Engineer before planting operations will be allowed to commence.
4. The topsoil preparation and conditioning and preparation of the final grade shall be included in the lump sum bid item for Re-vegetation and Erosion Control.

800-2.5 Planting.

1. For the purpose of this part, DELETE the first sentence in 308-4.1, "General" in its entirety and SUBSTITUTE with the following:
2. The Contractor shall replant unpaved portions of the pipeline alignment that are disturbed by the construction activity. The Contractor shall use only the types, sizes, and quantities of plant materials required by the plans and specifications, and permit conditions. The Contractor shall use quantities that will meet re-vegetation success criteria at the end of the specified PEP in accordance with 308-6, "MAINTENANCE AND PLANT ESTABLISHMENT."
3. Planting and seeding shall be performed after October 15 or before February 1 of any given calendar year. Seed installation outside of this time frame may take place when approved by the Project Biologist. Phasing of the installation will be acceptable based upon the progress of the construction, as approved by the Engineer and the Project Biologist. Specific planting times shall be limited to those periods when weather and soil conditions are suitable in accordance with locally accepted ecological, horticultural practice, or both as approved by the Engineer and the Project Biologist.
4. The Contractor shall be responsible for managing the Site and performing planting, maintenance, and corrective measures to promote healthy growth, establishment and success of the plantings. This shall include providing for drainage, irrigation, repair of damaged features, correction of deleterious conditions, maintaining a proper soil moisture level, weeding, fertilization, protection, temporary measures to promote establishment and other maintenance and construction efforts needed to provide for the successful establishment of the plant materials during the Contract Time.

5. The layout of locations for plants and outlines of areas to be seeded shall be approved on the Site by the Engineer and the Project Biologist. Container plant material and container plants shall be set by the Contractor in their final locations and approved by the Project Biologist prior to their planting.

800-2.6 Erosion Control Planting. For the purpose of this part, DELETE 308-4.91, “General” in its entirety and SUBSTITUTE with the following:

Erosion control planting shall be for slope protection and prevention of eroded sediments. Habitat restoration planting shall be for mitigation of habitats impacted by construction and shall attempt to create naturally appearing and functioning plant communities.

800-2.7 Seeding and Mulching.

1. For the purpose of this part ADD the following to 308-4.9.3, “Seeding and Mulching”:
2. Seeding shall be performed in accordance with 308-4.8, “Lawn Planting” and as follows.
3. Seeding shall be performed prior to application of any natural fiber matting, rice straw, etc. to ensure seeds’ direct contact with the soil.
4. If seed application occurs between November and March, the seed shall be covered with natural fiber matting, rice straw, or another mulch cover, as directed by the Engineer or Project Biologist.
5. Seeding shall be started only after soil preparation and finish grading has been completed and accepted.

800-2.8 Hydro Seeding.

1. Hydro seeding materials specified in the Special Provisions or as shown on the Plans shall conform to
2. Type 11 Mulch (Bonded Fiber Matrix) Wood fiber - Wood fiber shall be clean, natural non-recycled wood fiber processed to contain no germination or growth inhibiting factors, using nontoxic dye to facilitate metering of materials, manufactured in such a manner that after addition and agitation in slurry tanks with fertilizer, seed, water, and other approved additives, fibers in material will become uniformly suspended forming a homogeneous slurry that when hydraulically sprayed on ground, forms a blotter like ground cover impregnated uniformly with seed; which after application, will allow moisture, rainfall to percolate to underlying soil. Suppliers shall certify that their product meets all foregoing requirements based on testing.
3. Stabilizing emulsion - Sabilizing emulsion shall be a concentrated liquid chemical that forms a film upon drying and allows water and air to penetrate. The films shall be non-flammable and shall have an effective life of at least 1 year. Stabilizing emulsion shall be nontoxic to plant or animal life and nonstaining to concrete or painted surfaces. In the cured state, the stabilizing emulsion shall not be re-emulsifiable. The material shall be registered with and licensed by the State Department of Food and Agriculture, as an "auxiliary soil chemical".

4. Hydroseeding shall be applied as follows:
 1. The Contractor shall coordinate with the Engineer to gain access to the Site, and to pre-arrange for the hydro seed slurry mixing.
 2. Spray all areas with a uniform, visible coat using the green color of the mulch as a guide. The slurry shall be applied in a sweeping motion, in an arched stream so as to fall like rain allowing the mulch fibers to build on each other until a good coat is achieved and the material is spread at the required rate per acre. The Contractor shall use care not to drag spray hoses over existing plant material and shall attempt to spray from the edges of the planting areas whenever possible.
 3. Slurry mixture which has not been applied to the planting areas within 4 hours after mixing will be rejected and shall be removed from the Site at the Contractor's expense.
 4. Slurry spilled into areas outside the limits of work shall be cleaned up at the Contractor's expense to the satisfaction of the Project Biologist and the Engineer.
 5. The Contractor shall coordinate with the Project Biologist to assure the Site is properly prepared prior to hydro seeding.
 6. The Contractor shall be responsible for repairing all ruts.
 7. Areas requiring grading, as determined by the Engineer, shall be repaired prior to hydro seeding. Where insufficient seed germination has occurred, the area shall be reseeded every 10 days until adequate germination has been confirmed by the Project Biologist.

800-2.9 Container Planting.

1. Actual planting shall be performed during those periods when weather and soils conditions are suitable and in accordance with locally accepted horticultural practice, as approved by the Engineer or Project Biologist. No planting shall be done in any area until it has been satisfactorily prepared in accordance with these Specifications. The Contractor shall obtain approval from the Project Biologist of planting pit locations prior to planting. Plants shall be planted and watered as herein specified immediately after the removal from the containers. Containers shall not be cut prior to placing the plants in the planting area.
2. Planting shall not be performed if plant pits contain standing water, or if pits are over saturated to a condition which may result in an unhealthful condition for the plant. The Contractor shall provide a suitable growing condition for the plant material and to maintain that condition throughout the entire contract period.
3. Pits for container-grown plants shall be dug 2 times as deep and 3 times as wide as the container. Large clods shall be broken up and the sides of the pits should be scarified. The planting hole shall be filled with water. The water shall be allowed to percolate into the subsoil. Plants shall be thoroughly watered in their containers before planting. Native backfill material shall be placed into the bottom of the hole, moistened and tamped, and mounded slightly. Plants shall be centered in each pit in a vertical position so that the top of the root ball is set 1" above the finish grade. The pits shall be backfilled with soil thoroughly settled by water application. Two 21-gram plant tablets shall be added on opposite sides of the planting hole. An earthen berm shall be constructed around each plant. The reservoir berm for 1 gal plantings shall be a minimum of 12" in diameter and 2" in height. Thoroughly hand-water the basin. Allow to soak and repeat.

800-2.10 Erosion Control Matting. Construction corridors steeper than a 3:1 slope shall receive erosion control matting after grading and seeding have been completed.

800-2.11 Maintenance and Plant Establishment. Section 308-6, ADD the following:

1. After planting is completed, a field notification in writing will be issued to the Contractor to establish the effective beginning date of the PEP. The PEP shall be as specified in the Special Provisions and shall be extended by the Engineer if in the City's sole discretion:
 1. In addition to the PEP, additional planting is required to achieve the required performance standard e.g., 100% vegetative cover at the end of the Maintenance, and
 2. Monitoring Program described in this part, or other corrective work becomes necessary.
2. The Contractor shall notify the Engineer to schedule monthly inspections for the first 4 months to verify germination and establishment. After the first four months, and if the PEP is still in effect, inspections shall occur in accordance with the Special Provisions. The Contractor shall notify the Engineer of required inspections for the specified maintenance and monitoring period (e.g., 6 months, 12 months, 24 months (pre final), and 25 months or 60 months (final)).
3. The Contractor shall be responsible for immediately controlling any insect infestations and diseases that may spread throughout the re-vegetated areas. The use of pesticides shall require prior approval by the Engineer and Project Biologist.
4. The Contractor shall be responsible for the monitoring and control of herbivore activity within re-vegetated areas and shall inform the Project Biologist within 24 hours of discovery, who shall then prescribe remedial action. Remedial action, such as fencing and protective cages, shall be provided at the Contractor's expense.
5. Native vegetation and branch drop shall be retained in place unless removal is specially required. Removal of vegetation shall be pre-approved by the Project Biologist and the Engineer.
6. The Contractor shall remove and dispose off-site all non-organic debris. Removal of trash and litter shall continue on a regular basis during the PEP. Organic debris resulting from weed and exotic plant removal shall be removed from the site(s) and disposed of in accordance with 7-8, "WORK SITE MAINTENANCE."
7. The Contractor shall maintain silt and construction area fences on a continual basis throughout construction activity and the PEP.
8. The Contractor shall monitor for erosion within revegetation areas and shall prohibit gullies, rill and sheet erosion, bare soil areas and silt deposition from occurring. Erosion control shall emphasize prevention. Repair of eroded areas may include redirection of dissipation of the water source and re-contouring of soil followed by seeding, mulching, and planting as directed by Engineer.

9. The Contractor will be notified in writing that Work and the PEP have been accepted or that the PEP has been extended to correct any deficiencies remaining.

800-2.12 Revegetation Maintenance and Monitoring Program. When the PEP is completed to the satisfaction of the Engineer, a re-vegetation maintenance and monitoring program [Monitoring Program] shall commence in accordance with the Special Provisions. The Contractor shall perform the Monitoring Program in accordance with the terms of the Revegetation Maintenance and Monitoring Contract, included in the Contract Documents. The Engineer will issue a field notification to the Contractor to establish the commencement date of the Monitoring Program. The Contractor's obligation will be satisfied upon the commencement date of the Monitoring Program, and the NOC shall not be invalid by reason of the Contractor's obligations and work performed in accordance with the Revegetation Maintenance and Monitoring Contract.

800-2.13 Warranty and Replacements.

1. Where seeded areas show signs of failure to grow at any time during the life of the contract and where seeded areas are so injured, damaged, dead or diseased as to render them unsuitable for the intended purpose, the Contractor shall reseed these areas within 30 days of receipt of written notice by Engineer at no additional cost to the City.
2. Seed species used for reseeding shall be the same species and quantity in accordance with the original seed list. Reseeding shall be furnished without cost to the City.
3. The Contractor's warranty period may be extended in cases where plants are slow to establish. If the Contractor fails to replace plants within the 30 day time limit, Engineer may replace them at Contractor's expense 5 Working Days after written notice to the Contractor.
4. The Contractor shall not be held responsible for failures due to vandalism and Acts of God during warranty period. Such conditions which exempt Contractor from the warranty shall be documented in writing by Contractor and delivered to Engineer within 1 month of occurrence.

800-2.15 Payment.

1. The payment for items of Work described in Section 800, "REVEGETATION, MAINTENANCE, AND MONITORING" shall be included in the following Bid items as applicable unless specified otherwise in the Supplementary Special Provisions (SSP), Extended Revegetation Maintenance and Monitoring Contract, or both:
 1. Clearing and Grubbing: Payment for removal and disposal of the existing vegetation, trash, and other objects shall be included in the unit price Bid item for Clearing and Grubbing.
 2. Construction Fencing and Access Route: Payment for the construction of temporary facilities e.g., access routes and fencing shall be included in the unit price Bid item for Construction Fencing and Access Route.

3. **Revegetation and Erosion Control:** Payment to complete planting, irrigation installation, erosion control and maintenance during the PEP for the landscape, irrigation and erosion control shall be included in the lump sum Bid item for Revegetation and Erosion Control.
4. **Monitoring and Reporting:** Payment for Biological Monitoring and Reporting activities throughout the initial plantings and the PEP shall be included in the lump sum Bid item for Monitoring and Reporting.
5. **Revegetation Maintenance and Monitoring Program:** Payment for the monitoring, reporting, and maintenance work required during the extended period beyond the PEP (PEP) and in accordance with the Revegetation Maintenance and Monitoring Contract including furnishing the required reports, site observations, and bond(s) shall be included in the lump sum Bid item for Revegetation Maintenance and Monitoring Program i.e., 25 months unless otherwise noted.

SECTION 801 – WATER POLLUTION CONTROL

801-2.9 Post-Construction Requirements. To the City Supplement, second paragraph, ADD the following:

The decal-disc inlet markers shall be “das Duracast Curb Marker®” or approved equal.

ADD the following:

The Contractor shall comply with the following post-construction requirements:

Inlet Marker.

SECTION 807 – RESOURCE DISCOVERIES

ADD: 807-1.1 Environmental Document. The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared Mitigated Negative Declaration for **Juniper Street Sidewalk Project**, Project number 234305, as referenced in the Contract Appendix. The Contractor shall comply with all requirements of the Mitigated Negative Declaration as set forth in Contract Appendix.

Unless a separate Bid item has been provided for compliance with the City’s prepared environmental document e.g., MMRP, payment shall be included in the various Bid items.

807-1.2 Archeological and Native American Monitoring Program. To the City Supplement, DELETE in its entirety and SUBSTITUTE within the following:

Unless specified otherwise in the Contract Documents, the Contractor shall retain a qualified archaeologist approved by the City’s Environmental Analysis Section (EAS). In addition to being approved by EAS, and within 5 working days of the bid opening, the Contractor must provide a list of 3 successful local projects the archaeologist completed in the last 5 years, and provide a current reference for each. The City shall verify the information provided and only qualified monitors shall be accepted. The archeologist shall retain the appropriate Native American representative. Archeologist and the Native American representative shall attend the pre-construction meeting. The areas shown on the Plans subject to monitoring are approximate. The archaeologist shall confirm the sites and implement the required monitoring per Contract Appendices.

If a discovery is made, the Contractor's archaeological monitor shall make a determination as to whether excavation in the area must cease or can continue. The time the Contractor waits for this determination from their monitor cannot be claimed as delay time.

Unless included in the payment for the proposed item of Work e.g., utility main, the full compensation for archaeological and Native American monitoring program and report preparation, as prescribed in Contract Appendices, shall be included in the contract Bid item for archaeological and Native American monitoring program.

If any significant archaeological sites are known to exist in the project area, they will be shown in the Archaeological Data Recovery Program as part of Appendix A. In the event of a significant discovery, foreseen or unforeseen, and if no bid item for Archaeological and Native American Mitigation and Curation is included in the Contract, the Contractor shall be entitled to additional compensation in accordance with 3-3, "Extra Work", for implementation of a Mitigation Program as set forth in Contract Appendices.

807-1.3 Paleontological Monitoring Program. To the City Supplement, DELETE in its entirety and SUBSTITUTE within the following:

Unless specified otherwise in the Contract Documents, the Contractor shall retain a qualified paleontologist approved by EAS. In addition to being approved by EAS, and within 5 working days of the bid opening, the Contractor must provide a list of 3 successful local projects the archaeologist completed in the last 5 years, and provide a current reference for each. The City shall verify the information provided and only qualified monitors shall be accepted. The paleontologist shall attend the pre-construction meeting. The areas shown on the Plans subject to monitoring are approximate. The paleontologist shall confirm the sites and implement the required monitoring in Contract Appendices.

Unless included in the payment for the proposed item of Work e.g., utility main, the full compensation for paleontological monitoring program and report preparation, as prescribed in Contract Appendices, shall be included in the Contract Bid item for paleontological monitoring program.

If a discovery is made, the Contractor's paleontological monitor shall make a determination as to whether excavation in the area must cease or can continue. The time the Contractor waits for this determination from their monitor cannot be claimed as delay time.

In the event of a significant discovery, and if no bid item for Paleontological Mitigation and Excavation is included in the Contract, the Contractor shall be entitled to additional compensation in accordance with 3-3, "Extra Work," for implementation of a Mitigation Program as set forth in Contract Appendices.

807-1.4 Archaeological and Native American Mitigation and Curation. To the City Supplement, DELETE in its entirety and SUBSTITUTE within the following:

In the event of a significant Native American or archaeological discovery foreseen or unforeseen and after consultation with EAS staff, the Contractor shall implement a mitigation program as set forth in Contract Appendices. In accordance with the Mitigation and Monitoring Reporting Program, the mitigation program shall include but not be limited to, preparation and implementation of an Archaeological Data Recovery Program (ADRP), recovery, sorting, cleaning, cataloging/identifying/analyzing, curation (bagging, placement into archival boxes, delivery to an appropriate institution, and any fees required by the institution), and reporting, of artifact remains. The Archaeological Principal Investigator (PI) as defined in the MMRP shall make a recommendation if all or a portion, (i.e. representative sample) of the items discovered need to be curated.

Work for mitigation shall be paid from the Allowance Bid item for Archaeological and Native American Mitigation and Curation. The Contractor shall provide the Engineer with invoices for the Work performed, including the invoice from the archaeological monitor in the format shown in the attached Appendix, and be reimbursed from the amount allocated.

If there is an ADRP or known site that is indicated in the Contract Documents, the payment shall be included in the Allowance Bid item for Archeological and Native American Mitigation and Curation.

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

APPENDIX A

Mitigation Monitoring and Reporting Program

EXHIBIT A

MITIGATION MONITORING AND REPORTING PROGRAM

Site Development Permit

PROJECT NO. 234305

This Mitigation Monitoring and Reporting Program is designed to ensure compliance with Public Resources Code Section 21081.6 during implementation of mitigation measures. This program identifies at a minimum: the department responsible for the monitoring, what is to be monitored, how the monitoring shall be accomplished, the monitoring and reporting schedule, and completion requirements. A record of the Mitigation Monitoring and Reporting Program will be maintained at the offices of the Entitlements Division, 1222 First Avenue, Fifth Floor, San Diego, CA 92101. All mitigation measures contained in the Mitigated Negative Declaration (Project No. 234305) shall be made conditions of Site Development Permit as may be further described below.

I. MITIGATION, MONITORING AND REPORTING PROGRAM (MMRP):

A. GENERAL REQUIREMENTS – PART I

Plan Check Phase (prior to permit issuance)

1. Prior to Bid Opening/Bid Award 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 have been incorporated.
2. In addition, the ED shall verify that the MMRP Conditions/Notes that apply ONLY to the construction phases of this project are included VERBATIM, under the heading, "ENVIRONMENTAL/MITIGATION REQUIREMENTS."
3. These notes must be shown within the first three (3) sheets of the construction documents in the format specified for engineering construction document templates as shown on the City website:

<http://www.sandiego.gov/development-services/industry/standtemp.shtml>

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

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:

Biologist, Landscape Contractor, Archaeologist, Native American Monitor, and Paleontologist.

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) No. 234305, shall conform to the mitigation requirements contained in the associated Environmental Document and implemented to the satisfaction of the DSD's ED, 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 that any other agency requirements or permits have been obtained or are in process 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.

N/A

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.
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

<i>Issue Area</i>	<i>Document submittal</i>	<i>Associated Inspection/Approvals/Note</i>
General	Consultant Qualification Letters meeting	Prior to Pre-construction
General	Consultant Const. Monitoring	Prior to or at the Pre-Construction meeting
Biology	Biology Reports	Limit of Work Verification
Archaeology	Archaeology Reports	Archaeology observation
Paleontology	Paleontology Reports	Paleontology observation
Final MMRP		Final MMRP Inspection

SPECIFIC MMRP ISSUE AREA CONDITIONS/REQUIREMENTS:

A. LAND USE- MULTIPLE SPECIES CONSERVATION PROGRAM (MSCP)

- I. Prior to Preconstruction meeting:
 - a. Prior to the Notice to Proceed, which will be sent to DSD, the ADD Environmental Designee shall verify that all Multi-Habitat Planning Area (MHPA) boundaries and limits of work have been delineated on all construction documents.
 - b. Prior to the first pre-construction meeting, the Applicant Department shall provide a letter of verification to the Mitigation Monitoring Coordination (MMC) Section stating that a qualified Biologist or City Biologist, as defined in the City of San Diego Biology Guidelines, has been retained to implement the project's MSCP Monitoring Program. The letter shall include the names and contact information of all persons involved in the Biological Monitoring of the project.
 - c. At least thirty days prior to the pre-construction meeting, the qualified Biologist shall submit all required documentation to MMC, verifying that any special reports, maps, plans and time lines, such as, but not limited to, revegetation plans, plant relocation requirements and timing, MSCP requirements, avian or other wildlife protocol surveys, impact avoidance areas or other such information has been completed and updated.
- II. Prior to the Notice to Proceed:
 - a. The qualified biologist (project biologist) shall attend the first preconstruction meeting and discuss the projects biological monitoring program.
 - b. The limits of work shall be clearly delineated by a survey crew prior to brushing, clearing or grading. The limits of work, as shown on the approved Exhibit A, shall be defined with flagging and checked by the biological monitor before initiation of construction grading. All native plants or species of special concern, as identified in the biological technical report, shall be staked, flagged and avoided within Brush Management Zone 2, if applicable.

- c. **MONITORING EXHIBITS** All consultants are required to submit, to 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.

III. During Construction:

- a. The Biological Monitor shall be present full-time during clearing activities, which could result in impacts to biological resources as identified on the Biological Monitoring Exhibit.
- b. The monitor shall document field activity via the Consultant Site Visit Record (CSVR). The CSVR's shall be faxed to MMC the first day of monitoring, the last day of monitoring, monthly.
- c. The Biological Monitor shall immediately notify MMC by phone of any unanticipated impacts outside the approved limits of work, and shall also submit written documentation to MMC within 24 hours by fax or email with photos of the impacts to biological resources in context, if possible.

In addition, the following mitigation measures related to the MHPA Land Use Adjacency Guidelines shall be implemented during construction:

- d. Prior to initiation of any demolition and/or construction-related grading, the project biologist shall discuss the sensitive nature of the adjacent habitat with the crew and subcontractor.
- e. Invasive non-native plant species shall not be introduced into areas within, or adjacent to, the MHPA. Landscape plans shall contain non-invasive native species adjacent to sensitive biological areas as shown on the approved Exhibit A.
- f. All lighting adjacent to the MHPA shall be shielded, unidirectional, low pressure sodium illumination (or similar) and directed away from preserve areas using appropriate placement and shields. If lighting adjacent to the MHPA is required for nighttime construction, it shall be directed away from the preserve and the tops of adjacent trees with potentially nesting raptors, using appropriate placement and shielding.
- g. All construction activities (including staging areas and/or storage areas) shall be restricted to the development area as shown on the approved Exhibit A. No equipment maintenance shall be conducted within or near the adjacent open space and/or sensitive areas and shall be restricted to the development area, as shown on the approved Exhibit. All construction activities shall not encroach into sensitive biological areas within either the open-space and/or MHPA areas.

The project biologist shall monitor construction activities, as needed, to ensure that construction activities do not encroach into biologically sensitive areas beyond the limits of work as shown on the approved Exhibit "A".

- h. Natural drainage patterns shall be maintained as much as possible during construction. Erosion control techniques, including the use of sandbags, hay bales, and/or the installation of sediment traps, shall be used to control erosion and deter drainage during construction activities into the adjacent open space. Drainage from all development areas adjacent to the MHPA shall be directed away from the MHPA, or if not possible, must not drain directly into the MHPA, but instead into sedimentation basins, grassy swales, and/or mechanical trapping devices as specified by the City Engineer.
- i. No trash, oil, parking or other construction related activities shall be allowed outside the established limits of grading, as shown on the approved Exhibit A. All construction related debris shall be removed off-site to an approved disposal facility.

IV. Coastal California Gnatcatcher

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

- a. A qualified biologist (possessing a valid Endangered Species Act Section 10(a)(1)(a) Recovery Permit) shall survey those habitat areas within the MHPA that would be subject to construction noise levels exceeding 60 decibels [db(a)] hourly average for the presence of the Coastal California gnatcatcher. Surveys for the Coastal California gnatcatcher shall be conducted pursuant to the protocol survey guidelines established by the U.S. Fish and Wildlife Service within the breeding season prior to the commencement of any construction. If gnatcatchers are present, then the following conditions must be met:
 - 1. Between March 1 and August 15, no construction activities shall occur within any portion of the site where construction activities would result in noise levels exceeding 60 db(a) hourly average at the edge of occupied gnatcatcher habitat. An analysis showing that noise generated by construction activities would not exceed 60 db(a) hourly average at the edge of occupied habitat must be completed by a qualified acoustician (possessing current noise engineer license or registration with monitoring noise level experience with listed animal species) and approved by the city manager at least two weeks prior to the commencement of construction activities. Prior to the commencement of construction activities during the breeding season, areas restricted from such activities shall be staked or fenced under the supervision of a qualified biologist; or

2. At least two weeks prior to the commencement of construction activities, under the direction of a qualified acoustician, noise attenuation measures (e.g., berms, walls) shall be implemented to ensure that noise levels resulting from construction activities will not exceed 60 db(a) hourly average at the edge of habitat occupied by the Coastal California gnatcatcher. Concurrent with the commencement of construction activities and the construction of necessary noise attenuation facilities, noise monitoring* shall be conducted at the edge of the occupied habitat area to ensure that noise levels do not exceed 60 db(a) hourly average. If the noise attenuation techniques implemented are determined to be inadequate by the qualified acoustician or biologist, then the associated construction activities shall cease until such time that adequate noise attenuation is achieved or until the end of the breeding season (August 16).

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

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

B. BIOLOGICAL RESOURCES

- I. Prior to the Notice to Proceed, which will be sent to DSD, the ADD Environmental Designee of the Entitlements Division shall verify that the following conditions have occurred to mitigate direct impacts to 0.01 acres of Tier II Diegan coastal sage scrub (CSS) habitat, 0.07 acres of Tier IIIA southern mixed chaparral (SMS) habitat within the MHPA and 0.01 acres of Tier IIIA (SMS) outside of the MHPA, and 0.12 acres of Tier IIIB non-native grasslands (NNG) habitat within the MHPA and 0.01 acres of Tier IIIB NNG outside of the MHPA:
 - a. In order to mitigate for the impacts to uplands the applicant would be required to obtain mitigation credits of 0.22 acres of habitat (0.01 acres of Tier II, 0.08 acres of Tier IIIA, and 0.13 acres of IIIB) all within the MHPA at the Marron

Valley Cornerstone Lands site; **OR** provide verification that the payment into the Habitat Acquisition Fund (HAF) has occurred.

The required mitigation ratio for the Tier II habitat is 1:1 and would equal 0.01 acres of payment into the HAF, required mitigation ratio for impacts for the Tier IIIA habitat is 1:1 and would equal 0.08 acres of payment into the HAF, and required mitigation ratio for impacts for the Tier IIIB habitat is 1:1 and would equal 0.13 acres of payment into the HAF. Therefore, the applicant shall purchase a total of 0.22 acre of habitat through the HAF at the current per-acre contribution amount.

II. Letters of Qualification Have Been Submitted to ADD

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

III. Prior to Start of Construction

A. PQB Shall Attend Preconstruction (Precon) Meetings

1. Prior to beginning any work that requires monitoring:
 - a. The owner/permittee or their authorized representative shall arrange and perform a Precon Meeting that shall include the PQB, Construction Manager (CM) and/or Grading Contractor (GC), Landscape Architect (LA), Revegetation Installation Contractor (RIC), Revegetation Maintenance Contractor (RMC), Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC.
 - b. The PQB shall also attend any other grading/excavation related Precon Meetings to make comments and/or suggestions concerning the biological monitoring program.
 - c. If the PQB is unable to attend the Precon Meeting, the owner shall schedule a focused Precon Meeting with MMC, PQB, CM, BI, LA, RIC, RMC, RE and/or BI, if appropriate, prior to the start of any work associated with the revegetation/ restoration phase of the project, including site grading preparation.
2. When Biological Monitoring Will Occur
 - a. Prior to the start of any work, the PQB shall also submit a monitoring procedures schedule to MMC and the RE indicating when and where biological monitoring and related activities will occur.

3. PQB Shall Contact MMC to Request Modification

- a. The PQB may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information (such as other sensitive species not listed by federal and/or state agencies and/or not covered by the MSCP and to which any impacts may be considered significant under CEQA) which may reduce or increase the potential for biological resources to be present.

IV. During Construction

A. PQB or QBM Present During Construction/Grading/Planting

1. The PQB or QBM shall be present full-time during construction activities including but not limited to, site preparation, cleaning, grading, and excavation, in association with the construction of the project which could result in impacts to sensitive biological resources as identified in the LCD and on the RRME. **The QBM is responsible for notifying the PQB of changes to any approved construction plans, procedures, and/or activities. The PQB is responsible to notify MMC of the changes.**
2. The PQB or QBM shall document field activity via the Consultant Site Visit Record Forms (CSVSR). The CSVSR's shall be faxed by the CM the first day of monitoring, the last day of monitoring, monthly, and in the event that there is a deviation from conditions identified within the LCD and/or biological monitoring program. The RE shall forward copies to MMC.
3. The PQB or QBM shall be responsible for maintaining and submitting the CSVSR at the time that CM responsibilities end (i.e., upon the completion of construction activity other than that of associated with biology).
4. All construction activities (including staging areas) shall be restricted to the development areas. The PQB or QBM staff shall monitor construction activities as needed, with MMC concurrence on method and schedule. This is to ensure that construction activities do not encroach into biologically sensitive areas beyond the limits of disturbance.
5. The PQB or QBM shall supervise the placement of orange construction fencing or City approved equivalent, along the limits of potential disturbance adjacent to (or at the edge of) all sensitive habitats.
6. The PBQ shall provide a letter to MMC that limits of potential disturbance has been surveyed, staked and that the construction fencing is installed properly
7. The PQB or QBM shall oversee implementation of BMP's, such as gravel bags, straw logs, silt fences or equivalent erosion control measures, as needed to ensure prevention of any significant sediment transport. In addition, the PQB/QBM shall be responsible to verify the removal of all temporary construction BMP's upon completion of construction activities. Removal of temporary construction BMP's shall be verified in writing on the final construction phase CSVSR.
8. PQB shall verify in writing on the CSVSR's that no trash stockpiling or oil dumping, fueling of equipment, storage of hazardous wastes or construction equipment/material, parking or other construction related activities shall occur adjacent to sensitive habitat. These activities shall occur only within the designated staging area located outside the area defined as biological sensitive area.

9. The project would implement protection measures such as orange construction fencing for areas of impact. In addition, the project biologist will monitor all construction through the end of revegetation to ensure project scope compliance, and to minimize impacts to sensitive resources where feasible based on the biological assessment and in-field conditions.
10. The biological monitor shall ensure that areas of excavation use exclusive fencing (i.e. silt fence) to separate the excavation areas from the vegetated areas and/or intermittent drainages, in order to protect resources, and to prevent entrapment of wildlife. Excavations that could entrap wildlife should be inspected by the biological monitor at a minimum of three times per day and immediately before backfilling. An inspection under all vehicles and equipment should be conducted for the presence of wildlife prior to moving. If wildlife is observed, no vehicles or equipment should be moved until the animal has left voluntarily or is relocated by a biologist with the appropriate qualifications and permit authority.

B. Disturbance/Discovery Notification Process

1. If unauthorized disturbances occurs or sensitive biological resources are discovered that were not previously identified, the PQB or QBM shall direct the contractor to temporarily divert construction in the area of disturbance or discovery and immediately notify the RE or BI, as appropriate.
2. The PQB shall also immediately notify MMC by telephone of the disturbance and report the nature and extent of the disturbance and recommend the method of additional protection, such as fencing and appropriate Best Management Practices (BMP's). After obtaining concurrence with MMC and the RE, PQB and CM shall install the approved protection and agreement on BMP's.
3. The PQB shall also submit written documentation of the disturbance to MMC within 24 hours by fax or email with photos of the resource in context (e.g., show adjacent vegetation).

C. Determination of Significance

1. The PQB shall evaluate the significance of disturbance and/or discovered biological resource and provide a detailed analysis and recommendation in a letter report with the appropriate photo documentation to MMC to obtain concurrence and formulate a plan of action which can include fines, fees, and supplemental mitigation costs.
2. MMC shall review this letter report and provide the RE with MMC's recommendations and procedures.

V. General Bird Mitigation

- a. If project grading/brush management is proposed in or adjacent to native habitat during the typical bird breeding season (i.e. February 1 - September 15), or an active nest is noted, the project biologist shall conduct a pregrading survey for active nests in the development area and within 300 feet of it, and submit a letter report to MMC prior to the preconstruction meeting.

- b. If active nests are detected, or considered likely, the report shall include mitigation in conformance with the City's Biology Guidelines and applicable State and Federal Law (i.e. appropriate follow up surveys, monitoring schedules, construction and noise barriers/buffers, etc.) to the satisfaction of the Assistant Deputy Director (ADD) Environmental Designee of the Entitlements Division. Mitigation requirements determined by the project biologist and the ADD shall be incorporated into the project's Biological Construction Monitoring Exhibit (BCME) and all monitoring results shall be incorporated into the final biological construction monitoring report.
- c. If no nesting birds are detected per III.a above, mitigation under III a. is not required.

VI. Post Construction

a. Submittal of Draft Monitoring Reports to MMC

- 1. The Applicant or Project Biologist, as appropriate, shall submit two copies of the Draft Monitoring Report which describes the results, analysis, and conclusions of all phases of the Biological Monitoring Program (with appropriate graphics) to MMC for review and approval within 90 days following the completion of monitoring,
- 2. MMC shall return the Draft Monitoring Report to the Applicant or Project Biologist for revision, for preparation of the Final Report.
- 3. The Applicant or Project Biologist shall submit revised Draft Monitoring Report to MMC for approval.
- 4. MMC shall provide written verification to the Applicant or Project Biologist of the approved report.
- 5. MMC shall notify the applicant, as appropriate, of receipt of all Draft Monitoring Report submittals and approvals.

b. Submittal of Final Monitoring Reports to MMC

- 1. The Applicant or Project Biologist shall submit one copy of the approved Final Monitoring Report to MMC, within 90 days after notification from MMC that the draft report has been approved.
- c. In addition the applicant shall be required to provide verification to MMC that an agreement and/or purchase order has been signed with a ranch and/or equestrian group to remove manure from the path on a monthly basis or in accordance to specific terms as indicated in the agreement prior to opening the trail for public use.

HISTORICAL RESOURCES (ARCHAEOLOGY)

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

A. Entitlements Plan Check

- 1. Prior to permit issuance or Bid Opening/Bid Award, whichever is applicable, the Assistant Deputy Director (ADD) Environmental designee shall verify that the requirements for Archaeological Monitoring and Native American monitoring have been noted on the applicable construction documents through the plan check process.

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

II. Prior to Start of Construction

A. Verification of Records Search

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

B. PI Shall Attend Precon Meetings

- 1. Prior to beginning any work that requires monitoring; the Applicant shall arrange a Precon Meeting that shall include the PI, Native American consultant/monitor (where Native American resources may be impacted), Construction Manager (CM) and/or Grading Contractor, Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC. The qualified Archaeologist and Native American Monitor shall attend any grading/excavation related Precon Meetings to make comments and/or suggestions concerning the Archaeological Monitoring program with the Construction Manager and/or Grading Contractor.
 - a. If the PI is unable to attend the Precon Meeting, the Applicant shall schedule a focused Precon Meeting with MMC, the PI, RE, CM or BI, if appropriate, prior to the start of any work that requires monitoring.
- 2. Acknowledgement of Responsibility for Curation (CIP or Other Public Projects)
The applicant shall submit a letter to MMC acknowledging their responsibility for the cost of curation associated with all phases of the archaeological monitoring program.
- 3. Identify Areas to be Monitored
 - a. Prior to the start of any work that requires monitoring, the PI shall submit an Archaeological Monitoring Exhibit (AME) (with verification that the AME has been reviewed and approved by the Native American consultant/monitor when Native American resources may be impacted) based on the appropriate construction documents (reduced to 11x17) to MMC identifying the areas to be monitored including the delineation of grading/excavation limits.

- b. The AME shall be based on the results of a site specific records search as well as information regarding the age of existing pipelines, laterals and associated appurtenances and/or any known soil conditions (native or formation).
 - c. MMC shall notify the PI that the AME has been approved.
4. When Monitoring Will Occur
- a. Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE indicating when and where monitoring will occur.
 - b. The PI may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final construction documents which indicate conditions such as age of existing pipe to be replaced, depth of excavation and/or site graded to bedrock, etc., which may reduce or increase the potential for resources to be present.
5. Approval of AME and Construction Schedule
- After approval of the AME by MMC, the PI shall submit to MMC written authorization of the AME and Construction Schedule from the CM.

III. During Construction

A. Monitor Shall be Present During Grading/Excavation/Trenching

- 1. The Archaeological Monitor shall be present full-time during all soil disturbing and grading/excavation/trenching activities which could result in impacts to archaeological resources as identified on the AME. **The Construction Manager is responsible for notifying the RE, PI, and MMC of changes to any construction activities such as in the case of a potential safety concern within the area being monitored. In certain circumstances OSHA safety requirements may necessitate modification of the AME.**
- 2. The Native American consultant/monitor shall determine the extent of their presence during soil disturbing and grading/excavation/trenching activities based on the AME and provide that information to the PI and MMC. If prehistoric resources are encountered during the Native American consultant/monitor's absence, work shall stop and the Discovery Notification Process detailed in Section III.B-C and IV.A-D shall commence.
- 3. The PI may submit a detailed letter to MMC during construction requesting a modification to the monitoring program when a field condition such as modern disturbance post-dating the previous grading/trenching activities, presence of fossil formations, or when native soils are encountered that may reduce or increase the potential for resources to be present.
- 4. The archaeological and Native American consultant/monitor shall document field activity via the Consultant Site Visit Record (CSVr). The CSVr's shall be faxed by the CM to the RE the first day of monitoring, the last day of monitoring, monthly (**Notification of Monitoring Completion**), and in the case of ANY discoveries. The RE shall forward copies to MMC.

B. Discovery Notification Process

- 1. In the event of a discovery, the Archaeological Monitor shall direct the contractor to temporarily divert all soil disturbing activities, including but not limited to digging, trenching, excavating or grading activities in the area of discovery and in the area reasonably suspected to overlay adjacent resources and immediately notify the RE or BI, as appropriate.

2. The Monitor shall immediately notify the PI (unless Monitor is the PI) of the discovery.
3. The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC within 24 hours by fax or email with photos of the resource in context, if possible.
4. No soil shall be exported off-site until a determination can be made regarding the significance of the resource specifically if Native American resources are encountered.

C. Determination of Significance

1. The PI and Native American consultant/monitor, where Native American resources are discovered shall evaluate the significance of the resource. If Human Remains are involved, follow protocol in Section IV below.
 - a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required.
 - b. If the resource is significant, the PI shall submit an Archaeological Data Recovery Program (ADRP) and obtain written approval of the program from MMC, CM and RE. ADRP and any mitigation must be approved by MMC, RE and/or CM before ground disturbing activities in the area of discovery will be allowed to resume. **Note: If a unique archaeological site is also an historical resource as defined in CEQA Section 15064.5, then the limits on the amount(s) that a project applicant may be required to pay to cover mitigation costs as indicated in CEQA Section 21083.2 shall not apply.**
 - (1). Note: For pipeline trenching and other linear projects in the public Right-of-Way, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under "D."
 - (2). Note, for Pipeline Trenching and other linear projects in the public Right-of-Way, if significance cannot be determined, the Final Monitoring Report and Site Record (DPR Form 523A/B) shall identify the discovery as Potentially Significant.
 - c. If the resource is not significant, the PI shall submit a letter to MMC indicating that artifacts will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that that no further work is required.
 - (1). Note: For Pipeline Trenching and other linear projects in the public Right-of-Way, if the deposit is limited in size, both in length and depth; the information value is limited and is not associated with any other resource; and there are no unique features/artifacts associated with the deposit, the discovery should be considered not significant.
 - (2). Note, for Pipeline Trenching and other linear projects in the public Right-of-Way, if significance cannot be determined, the Final Monitoring Report and Site Record (DPR Form 523A/B) shall identify the discovery as Potentially Significant.

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

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

1. Procedures for documentation, curation and reporting
 - a. One hundred percent of the artifacts within the trench alignment and width shall be documented in-situ, to include photographic records, plan view of the trench and profiles of side walls, recovered, photographed after cleaning and analyzed

and curated. The remainder of the deposit within the limits of excavation (trench walls) shall be left intact.

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

IV. **Discovery of Human Remains**

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

A. Notification

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

B. Isolate discovery site

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

C. If Human Remains **ARE** determined to be Native American

1. The Medical Examiner will notify the Native American Heritage Commission (NAHC) within 24 hours. By law, **ONLY** the Medical Examiner can make this call.
2. NAHC will immediately identify the person or persons determined to be the Most Likely Descendent (MLD) and provide contact information.
3. The MLD will contact the PI within 24 hours or sooner after the Medical Examiner has completed coordination, to begin the consultation process in accordance with CEQA Section 15064.5(e), the California Public Resources and Health & Safety Codes.
4. The MLD will have 48 hours to make recommendations to the property owner or representative, for the treatment or disposition with proper dignity, of the human remains and associated grave goods.

5. Disposition of Native American Human Remains will be determined between the MLD and the PI, and, if:
 - a. The NAHC is unable to identify the MLD, OR the MLD failed to make a recommendation within 48 hours after being notified by the Commission, OR;
 - b. The landowner or authorized representative rejects the recommendation of the MLD and mediation in accordance with PRC 5097.94 (k) by the NAHC fails to provide measures acceptable to the landowner, THEN
 - c. To protect these sites, the landowner shall do one or more of the following:
 - (1) Record the site with the NAHC;
 - (2) Record an open space or conservation easement; or
 - (3) Record a document with the County.
 - d. Upon the discovery of multiple Native American human remains during a ground disturbing land development activity, the landowner may agree that additional conferral with descendants is necessary to consider culturally appropriate treatment of multiple Native American human remains. Culturally appropriate treatment of such a discovery may be ascertained from review of the site utilizing cultural and archaeological standards. Where the parties are unable to agree on the appropriate treatment measures the human remains and 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 PI shall contact the Medical Examiner and notify them of the historic era context of the burial.
2. The Medical Examiner will determine the appropriate course of action with the PI and City staff (PRC 5097.98).
3. If the remains are of historic origin, they shall be appropriately removed and conveyed to the San Diego Museum of Man for analysis. The decision for internment of the human remains shall be made in consultation with MMC, EAS, the applicant/landowner, any known descendant group, and the San Diego Museum of Man.

V. Night and/or Weekend Work

A. If night and/or weekend work is included in the contract

1. When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the 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 PI shall record the information on the CSVr and submit to MMC via fax by 8AM of the next business day.
 - b. Discoveries

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

If the PI determines that a potentially significant discovery has been made, the procedures detailed under Section III - During Construction and IV-Discovery of Human Remains shall be followed.

- d. The PI shall immediately contact the RE and MMC, or by 8AM of the next business day to report and discuss the findings as indicated in Section III-B, unless other specific arrangements have been made.
- B. If night and/or weekend work becomes necessary during the course of construction
 - 1. The Construction Manager shall notify the RE, or BI, as appropriate, a minimum of 24 hours before the work is to begin.
 - 2. The RE, or BI, as appropriate, shall notify MMC immediately.
- C. All other procedures described above shall apply, as appropriate.

VI. Post Construction

- A. Submittal of Draft Monitoring Report
 - 1. The PI shall submit two copies of the Draft Monitoring Report (even if negative), prepared in accordance with the Historical Resources Guidelines (Appendix C/D) which describes the results, analysis, and conclusions of all phases of the Archaeological Monitoring Program (with appropriate graphics) to MMC via the RE for review and approval within 90 days following the completion of monitoring. **It should be noted that if the PI is unable to submit the Draft Monitoring Report within the allotted 90-day timeframe as a result of delays with analysis, special study results or other complex issues, a schedule shall be submitted to MMC establishing agreed due dates and the provision for submittal of monthly status reports until this measure can be met.**
 - a. For significant archaeological resources encountered during monitoring, the Archaeological Data Recovery Program or Pipeline Trenching Discovery Process shall be included in the Draft Monitoring Report.
 - b. Recording Sites with State of California Department of Parks and Recreation
The PI shall be responsible for recording (on the appropriate State of California Department of Park and Recreation forms-DPR 523 A/B) any significant or potentially significant resources encountered during the Archaeological Monitoring Program in accordance with the City's Historical Resources Guidelines, and submittal of such forms to the South Coastal Information Center with the Final Monitoring Report.
 - 2. MMC shall return the Draft Monitoring Report to the PI via the RE for revision or, for preparation of the Final Report.
 - 3. The PI shall submit revised Draft Monitoring Report to MMC via the RE for approval.
 - 4. MMC shall provide written verification to the PI of the approved report.
 - 5. MMC shall notify the RE or BI, as appropriate, of receipt of all Draft Monitoring Report submittals and approvals.
- B. Handling of Artifacts
 - 1. The PI shall be responsible for ensuring that all cultural remains collected are cleaned and catalogued
 - 2. The PI shall be responsible for ensuring that all artifacts are analyzed to identify function and chronology as they relate to the history of the area; that faunal material is identified as to species; and that specialty studies are completed, as appropriate.
- C. Curation of artifacts: Accession Agreement and Acceptance Verification
 - 1. The PI shall be responsible for ensuring that all artifacts associated with the survey, testing and/or data recovery for this project are permanently curated with an appropriate institution. This shall be completed in consultation with MMC and the Native American representative, as applicable.

2. When applicable to the situation, the PI shall include written verification from the Native American consultant/monitor indicating that Native American resources were treated in accordance with state law and/or applicable agreements. If the resources were reinterred, verification shall be provided to show what protective measures were taken to ensure no further disturbance occurs in accordance with Section IV – Discovery of Human Remains, Subsection C.
 3. The PI shall submit the Accession Agreement and catalogue record(s) to the RE or BI, as appropriate for donor signature with a copy submitted to MMC.
 4. The RE or BI, as appropriate shall obtain signature on the Accession Agreement and shall return to PI with copy submitted to MMC.
 5. The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE or BI and MMC.
- D. Final Monitoring Report(s)
1. The PI shall submit one copy of the approved Final Monitoring Report to the RE or BI as appropriate, and one copy to MMC (even if negative), within 90 days after notification from MMC of the approved report.
 2. The RE shall, in no case, issue the Notice of Completion until receiving a copy of the approved Final Monitoring Report from MMC which includes the Acceptance Verification from the curation institution.

PALEONTOLOGICAL RESOURCES

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

A. Entitlements Plan Check

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

B. Letters of Qualification have been submitted to ADD

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

II. Prior to Start of Construction

A. Verification of Records Search

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

B. PI Shall Attend Precon Meetings

1. Prior to beginning any work that requires monitoring; the Applicant shall arrange a Precon Meeting that shall include the PI, Construction Manager (CM) and/or Grading Contractor, Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC. The qualified paleontologist shall attend any grading/excavation related Precon Meetings to make comments and/or suggestions concerning the Paleontological Monitoring program with the Construction Manager and/or Grading Contractor.
 - a. If the PI is unable to attend the Precon Meeting, the Applicant shall schedule a focused Precon Meeting with MMC, the PI, RE, CM or BI, if appropriate, prior to the start of any work that requires monitoring.
2. Acknowledgement of Responsibility for Curation (CIP or Other Public Projects)
The applicant shall submit a letter to MMC acknowledging their responsibility for the cost of curation associated with all phases of the paleontological monitoring program.
3. Identify Areas to be Monitored
 - a. Prior to the start of any work that requires monitoring, the PI shall submit a Paleontological Monitoring Exhibit (PME) based on the appropriate construction documents (reduced to 11x17) to MMC for approval identifying the areas to be monitored including the delineation of grading/excavation limits. Monitoring shall begin at depths below 10 feet from existing grade or as determined by the PI in consultation with MMC. The determination shall be based on site specific records search data which supports monitoring at depths less than ten feet.
 - b. The PME shall be based on the results of a site specific records search as well as information regarding existing known soil conditions (native or formation).
 - c. MMC shall notify the PI that the PME has been approved.
4. When Monitoring Will Occur
 - a. Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE indicating when and where monitoring will occur.
 - b. The PI may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final construction documents which indicate conditions such as depth of excavation and/or site graded to bedrock, presence or absence of fossil resources, etc., which may reduce or increase the potential for resources to be present.
5. Approval of PME and Construction Schedule
After approval of the PME by MMC, the PI shall submit to MMC written authorization of the PME and Construction Schedule from the CM.

III. During Construction

A. Monitor Shall be Present During Grading/Excavation/Trenching

1. The monitor shall be present full-time during grading/excavation/trenching activities including, but not limited to mainline, laterals, jacking and receiving pits, services and all other appurtenances associated with underground utilities as identified on the PME that could result in impacts to formations with high and/or moderate resource sensitivity. **The Construction Manager is responsible for notifying the RE, PI, and MMC of changes to any construction activities such as in the case of a potential safety concern within the area being monitored.**

In certain circumstances OSHA safety requirements may necessitate modification of the PME.

2. The PI may submit a detailed letter to MMC during construction requesting a modification to the monitoring program when a field condition such as trenching activities that do not encounter formational soils as previously assumed, and/or when unique/unusual fossils are encountered, which may reduce or increase the potential for resources to be present.
3. The monitor shall document field activity via the Consultant Site Visit Record (CSVR). The CSVR's shall be faxed by the CM to the RE the first day of monitoring, the last day of monitoring, monthly (**Notification of Monitoring Completion**), and in the case of ANY discoveries. The RE shall forward copies to MMC.

B. Discovery Notification Process

1. In the event of a discovery, the Paleontological Monitor shall direct the contractor to temporarily divert trenching activities in the area of discovery and immediately notify the RE or BI, as appropriate.
2. The Monitor shall immediately notify the PI (unless Monitor is the PI) of the discovery.
3. The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC within 24 hours by fax or email with photos of the resource in context, if possible.

C. Determination of Significance

1. The PI shall evaluate the significance of the resource.
 - a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required. The determination of significance for fossil discoveries shall be at the discretion of the PI.
 - b. If the resource is significant, the PI shall submit a Paleontological Recovery Program (PRP) and obtain written approval of the program from MMC, MC and/or RE. PRP and any mitigation must be approved by MMC, RE and/or CM before ground disturbing activities in the area of discovery will be allowed to resume.
 - (1). Note: For pipeline trenching projects only, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under "D."
 - c. If resource is not significant (e.g., small pieces of broken common shell fragments or other scattered common fossils) the PI shall notify the RE, or BI as appropriate, that a non-significant discovery has been made. The Paleontologist shall continue to monitor the area without notification to MMC unless a significant resource is encountered.
 - d. The PI shall submit a letter to MMC indicating that fossil resources will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that no further work is required.
 - (1). Note: For Pipeline Trenching Projects Only. If the fossil discovery is limited in size, both in length and depth; the information value is limited and there are no unique fossil features associated with the discovery area, then the discovery should be considered not significant.

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

D. Discovery Process for Significant Resources - Pipeline Trenching Projects

The following procedure constitutes adequate mitigation of a significant discovery encountered during pipeline trenching activities including but not limited to excavation for jacking pits, receiving pits, laterals, and manholes to reduce impacts to below a level of significance.

1. Procedures for documentation, curation and reporting
 - a. One hundred percent of the fossil resources within the trench alignment and width shall be documented in-situ photographically, drawn in plan view (trench and profiles of side walls), recovered from the trench and photographed after cleaning, then analyzed and curated consistent with Society of Invertebrate Paleontology Standards. The remainder of the deposit within the limits of excavation (trench walls) shall be left intact and so documented.
 - b. The PI shall prepare a Draft Monitoring Report and submit to MMC via the RE as indicated in Section VI-A.
 - c. The PI shall be responsible for recording (on the appropriate forms for the San Diego Natural History Museum) the resource(s) encountered during the Paleontological Monitoring Program in accordance with the City's Paleontological Guidelines. The forms shall be submitted to the San Diego Natural History Museum and included in the Final Monitoring Report.
 - d. The Final Monitoring Report shall include a recommendation for monitoring of any future work in the vicinity of the resource.

IV. Night and/or Weekend Work

- A. If night and/or weekend work is included in the contract
 1. When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the 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 PI shall record the information on the CSVN and submit to MMC via the RE via fax by 8AM on the next business day.
 - b. Discoveries
All discoveries shall be processed and documented using the existing procedures detailed in Sections III - During Construction.
 - c. Potentially Significant Discoveries
If the PI determines that a potentially significant discovery has been made, the procedures detailed under Section III - During Construction shall be followed.
 - d. The PI shall immediately contact the RE and MMC, or by 8AM on the next business day to report and discuss the findings as indicated in Section III-B, unless other specific arrangements have been made.
- B. If night and/or weekend work becomes necessary during the course of construction
 1. The Construction Manager shall notify the RE, or BI, as appropriate, a minimum of 24 hours before the work is to begin.
 2. The RE, or BI, as appropriate, shall notify MMC immediately.
- C. All other procedures described above shall apply, as appropriate.

V. Post Construction

A. Preparation and Submittal of Draft Monitoring Report

1. The PI shall submit two copies of the Draft Monitoring Report (even if negative), prepared in accordance with the Paleontological Guidelines which describes the results, analysis, and conclusions of all phases of the Paleontological Monitoring Program (with appropriate graphics) to MMC via the RE for review and approval within 90 days following the completion of monitoring.
 - a. For significant paleontological resources encountered during monitoring, the Paleontological Recovery Program or Pipeline Trenching Discovery Process shall be included in the Draft Monitoring Report.
 - b. Recording Sites with the San Diego Natural History Museum
The PI shall be responsible for recording (on the appropriate forms) any significant or potentially significant fossil resources encountered during the Paleontological Monitoring Program in accordance with the City's Paleontological Guidelines, and submittal of such forms to the San Diego Natural History Museum with the Final Monitoring Report.
2. MMC shall return the Draft Monitoring Report to the PI via the RE for revision or, for preparation of the Final Report.
3. The PI shall submit revised Draft Monitoring Report to MMC via the RE for approval.
4. MMC shall provide written verification to the PI of the approved report.
5. MMC shall notify the RE or BI, as appropriate, of receipt of all Draft Monitoring Report submittals and approvals.

B. Handling of Fossil Remains

1. The PI shall be responsible for ensuring that all fossil remains collected are cleaned and catalogued.

C. Curation of artifacts: Deed of Gift and Acceptance Verification

1. The PI shall be responsible for ensuring that all fossil remains associated with the monitoring for this project are permanently curated with an appropriate institution.
2. The PI shall submit the Deed of Gift and catalogue record(s) to the RE or BI, as appropriate for donor signature with a copy submitted to MMC.
3. The RE or BI, as appropriate shall obtain signature on the Deed of Gift and shall return to PI with copy submitted to MMC.
4. The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE or BI and MMC.

D. Final Monitoring Report(s)

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

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

APPENDIX B

Sample City Invoice

City of San Diego, Field Engineering Div., 9485 Aero Drive, SD CA 92123						Contractor's Name:					
Project Name:						Contractor's Address:					
SAP No. (WBS/IO/CC)											
City Purchase Order No.						Contractor's Phone #:			Invoice No.		
Resident Engineer (RE):						Contractor's Fax #:			Invoice Date:		
RE Phone#:			RE Fax#:			Contact Name:			Billing Period:		
Item #	Item Description	Contract Authorization				Previous Estimate		This Estimate		Totals to Date	
		Unit	Qty	Price	Extension	%/QTY	Amount	% / QTY	Amount	% / QTY	Amount
1	2 Parallel 4" PVC C900	LF	1,380	\$34.00	\$46,920.00						
2	48" Primary Steel Casing	LF	500	\$1,000.00	\$500,000.00						
3	2 Parallel 12" Secondary Steel	LF	1,120	\$53.00	\$59,360.00						
4	Construction and Rehab of PS 49	LS	1	\$150,000.00	\$150,000.00						
5	Demo	LS	1	\$14,000.00	\$14,000.00						
6	Install 6' High Chain Link Fence	LS	1	\$5,600.00	\$5,600.00						
7	General Site Restoration	LS	1	\$3,700.00	\$3,700.00						
8	10" Gravity Sewer	LF	10	\$292.00	\$2,920.00						
9	4" Blow Off Valves	EA	2	\$9,800.00	\$19,600.00						
10	Bonds	LS	1	\$16,000.00	\$16,000.00						
11	Field Orders	AL	1	80,000	\$80,000.00						
11.1	Field Order 1	LS	5,500	\$1.00	\$5,500.00						
11.2	Field Order 2	LS	7,500	\$1.00	\$7,500.00						
11.3	Field Order 3	LS	10,000	\$1.00	\$10,000.00						
11.4	Field Order 4	LS	6,500	\$1.00	\$6,500.00						
12	Certified Payroll	LS	1	\$1,400.00	\$1,400.00						
CHANGE ORDERS											
Change Order 1			4,890								
Items 1-4					\$11,250.00						
Item 5-Deduct Bid Item 3		LF	120	-\$53.00	(\$6,360.00)						
Change Order 2			160,480								
Items 1-3					\$95,000.00						
Item 4 Deduct Bid Item 1		LF	380	-\$340.00	(\$12,920.00)						
Item 5-Encrease bid Item 9		LF	8	\$9,800.00	\$78,400.00						
Change Order 3 (Close Out)			-121,500								
Item 1 Deduct Bid Item 3			53	-500.00	(\$26,500.00)						
Item 2 Deduct Bid Item 4		LS	-1	45,000.00	(\$45,000.00)						
Items 3-9			1	-50,500.00	(\$50,500.00)						
SUMMARY								Total This	\$ -	Total Billed	\$0.00
A. Original Contract Amount						Retention and/or Escrow Payment Schedule					
B. Approved Change Order 1 Thru 3						Total Retention Required as of this billing					
C. Total Authorized Amount (A+B)						Previous Retention Withheld in PO or in Escrow					
D. Total Billed to Date						Add'l Amt to Withhold in PO/Transfer in Escrow:					
E. Less Total Retention (5% of D)						Amt to Release to Contractor from PO/Escrow:					
F. Less Total Previous Payments											
G. Payment Due Less Retention						Contractor Signature and Date:					
H. Remaining Authorized Amount											

APPENDIX C

Long-Term Revegetation Maintenance Contract

LONG-TERM REVEGETATION MAINTENANCE CONTRACT

This Long-Term Maintenance Contract [Contract] is made and entered into by and between the City of San Diego [City], a municipal corporation, and [insert name of the Contractor, to be identified after award] [Contractor], who may be individually or collectively referred to herein as a “Party” or the “Parties.”

RECITALS

- A. Concurrent with the Contract execution, the Parties entered into an agreement [Agreement] for the construction of **JUNIPER STREET SIDEWALK PROJECT** [Project], SAP No. (WBS/IO/CC) number **B-00947**, Bid No. **K-13-5353-DBB-3**.
- B. In accordance with the Agreement, the Contractor shall enter into this contract with the City for the purpose of implementing and fulfilling long-term revegetation maintenance and monitoring requirements in accordance with the City of San Diego Municipal Code and the Contract Documents for the specified elopement(s) of **JUNIPER STREET SIDEWALK PROJECT** [Maintenance Requirements].
- C. The Contractor is ready and willing to fulfill its maintenance requirements in accordance with the terms of this contract i.e., Maintenance Requirements.

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

INTRODUCTORY PROVISIONS

1. **Recitals Incorporated.** The above referenced Recitals are true and correct and are incorporated into this contract by this reference.
2. **Exhibits Incorporated.** All Exhibits and Attachments referenced in this contract are incorporated into this contract by this reference.
3. **Contract Term.** This contract shall be effective on the date the Notice of Completion for the Agreement is executed, and it shall be effective until completion of the Work, described in Section 1.1 below.
4. **Terms and Conditions.** This contract is subject to the terms and conditions of the Agreement included in The GREENBOOK and The WHITEBOOK i.e., Part 1, Sections 212, 308, and 801 through Section 808 and The WHITEBOOK EOCP Section except as follows.

SECTION 1: SCOPE OF WORK

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

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

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

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

1.3 Commencement of Work & Maintenance Period. The Contract shall begin on the date indicated in the field notification to be issued by City to the Contractor in accordance with the Project's Agreement [Field Notification], and shall continue for **25** months. A copy of the Field Notification shall be attached hereto as Exhibit B.

1.4 Performance of Work. The Work shall be performed in accordance with the manufacturer's recommendations.

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

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

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

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

SECTION 2: ADMINISTRATION

2.1 Contract Administrator. The Public Works Department – Engineering & Capital Projects is the Contract Administrator for the Contract. The Contractor shall perform the Work under the direction of a designated representative of the Engineering and Capital Projects Department. The City will communicate with the Contractor on all matters related to the administration of this contract and the Contractor's performance of the Work rendered hereunder. When this contract refers to communications to or with City, those communications shall be with the City, unless the City or this contract specifies otherwise. Further, when this contract requires an act or approval by City, that act or approval will be performed by the City.

- 2.2 Local Office.** The Contractor shall maintain a local office with a competent company representative who can be reached during Normal Working Hours and who is authorized to discuss matters pertaining to this contract with the City. A local office is one located in San Diego County that can be reached by telephone and facsimile. An answering service in conjunction with a company email address for the designated company representative would fulfill this requirement. A mobile telephone shall not fulfill the requirement for a local office. All calls from the City shall be returned within a 1 hour period.
- 2.3 Emergency Calls.** The Contractor shall have the capability to receive and to respond immediately to calls of an emergency nature. The City shall refer emergency calls to Contractor for immediate disposition. The Contractor shall provide City with a 24 hour emergency telephone number for this purpose.
- 2.4 Staffing.** The Contractor shall furnish sufficient supervisory and working personnel capable of promptly accomplishing on schedule, and to the satisfaction of City, all Work required under this contract.
- 2.5 Contractor Inspections.** The Contractor shall perform inspections of the Work site and prepare and submit to the City a Punchlist and dates of correction. The Punchlist shall include a comprehensive report of Work performed at the Work site to ensure 100% cover.

PART 3: WORK SITE MAINTENANCE

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

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

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

The Contractor shall submit a monthly pesticide use report to City along with Contractor's invoices for payment. This report shall include a statement of all applications of herbicides, rodenticides, and pesticides, detailing the chemical used, undiluted quantity, rate of application, applicator's name, and the date and purpose of the application. For months in which no pesticides are applied, state "No Pesticide Used" on the report.

- 3.2 Irrigation Water.** The Contractor shall diligently practice water conservation, including minimizing run-off or other waste. The Contractor shall turn off irrigation systems, if any, during periods of rainfall and at such other times when suspension of irrigation is desirable to conserve water and to remain within the guidelines of good horticulturally acceptable landscape maintenance practices. The Contractor's failure to properly manage and conserve water may result in deductions or other penalties.

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

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

SECTION 4: COMPENSATION

- 4.1 Maximum Compensation.** The compensation for this contract shall not exceed \$[the Contractor's lump sum bid amount for this long-term maintenance contract; will be established during the award process] [Contract Price].
- 4.2 Wage Rates.** Refer to the Agreement for Prevailing wages requirements for this contract.
- 4.3 Method of Payment and Reports.** The payments will be made monthly as a linear percentage of the Contract Price. As conditions precedent to payment, the Contractor shall submit every month a detailed invoice and report of maintenance work performed. The Contractor's failure to submit the required reports or certified payrolls as described in the Agreement shall constitute a basis for withholding of payment by the City.
- 4.4 Final Payment.** The Contractor shall not receive the final payment until the following conditions have been completed to the City's satisfaction:

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

The Contractor has provided to the City a signed and notarized Affidavit of Disposal, a copy of which is attached to the Agreement (Specifications, Front End Volume 1), stating that all brush, trash, debris, and surplus materials resulting from the Work have been disposed of in a legal manner.

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

- 4.5** Notwithstanding sections 3.3 and 3.4, the Contractor may request that the City pay all or some of the compensation for the Contract at a time earlier than provided in those sections if the Contractor provides a surety bond acceptable to the City which secures performance of the Contract for the full remaining term. Early payment under this section and acceptability of such bond shall be at the City's sole discretion..

SECTION 5: BONDS AND INSURANCE

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

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

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

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

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

- a) Obtain insurance certificates reflecting evidence of insurance as specified in the Agreement, Section 7-3, "LIABILITY INSURANCE" for:
 1. Commercial General Liability
 2. Commercial Automobile Liability
 3. Worker's Compensation

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

- b) Confirm that all policies contain the specific provisions required in Section 7-3, "LIABILITY INSURANCE."

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

SECTION 6: SPECIAL PROVISIONS

- 6.1 Illness and Injury Prevention Program.** The Contractor shall comply with all the mandates of Senate Bill 198 and specifically shall have a written Injury Prevention Program on file with the City in accordance with all applicable standards, orders, or requirements of California Labor Code, Section 6401.7. This Program shall be on file prior to performance of any Work.
- 6.2 Drug-Free Workplace.** The Contractor agrees to comply with the City's Drug-Free Workplace requirements set forth in Council Policy 100-17, adopted by Council Resolution No. R-277952 and incorporated into this contract by this reference. The Contractor has certified to the City that it will provide a drug-free workplace by submitting a Certification for a Drug-Free Workplace form.

- a) **Contractor’s Notice to Employees.** The Contractor shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the work place, and specifying the actions that will be taken against employees for violations of the prohibition.
- b) **Drug-Free Awareness Program.** The Contractor shall establish a drug-free awareness program to inform employees about all of the following:
 - 1. The dangers of drug abuse in the work place.
 - 2. The policy of maintaining a drug-free work place.
 - 3. Available drug counseling, rehabilitation, and employee assistance programs.
 - 4. The penalties that may be imposed upon employees for drug abuse violations.
 - 5. Posting the Statement. The Contractor shall post the drug-free policy in a prominent place.
 - 6. Subcontractor’s Contracts. The Contractor further certifies that each contract for Subcontractor Services for this contract shall contain language that binds the Subcontractor to comply with the provisions of Section 7.1 of this contract, as required by Sections 2.A.(1) through (3) of Council Policy 100-17. The Contractors and Subcontractors shall be individually responsible for their own drug-free work place program.
 - 7. Program Requirements Satisfaction. The requirements of a drug-free awareness program can be satisfied by periodic “tailgate sessions” covering the various aspects of drug-abuse education. Although an in-house employee assistance program is not required, the Contractor shall be expected to provide a listing of drug rehabilitation and counseling programs available in the community at large.

6.3 Americans with Disabilities Act. The Contractor is responsible as an employer, contractor, and the City representative to comply with all portions of Title 24 and the ADA. (For specific services and public accommodations, the Contractor may contact the Office of the Americans with Disabilities Act, Civil Rights Division, U.S. Department of Justice, P.O. Box 66118, Washington, D.C. 20035-6118; phone number (202) 514-0301.)

The Contractor acknowledges and agrees that it is aware of and will comply with Council Policy 100-04, incorporated herein by this reference, adopted by Resolution No. R-282153, relating to the federal mandated ADA. The policy applies equally to the Contractor and all Subcontractors.

The Contractor shall include in each subcontract agreement language which requires Subcontractor to abide by these provisions. The Contractor and all Subcontractors shall be individually responsible for administering their own ADA and Title 24 program.

6.4 Taxpayer Identification Number. I.R.S. regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide services or products to the City. This information is necessary to complete Form 1099 at the end of each tax year. As such, the Contractor shall provide the City with a Form W-9 upon execution of this contract.

SECTION 7: GENERAL PROVISIONS

- 7.1 Assignment.** The Contractor shall not assign the obligations under this contract, whether by express assignment or by sale of the company, nor any monies due or to become due, without City's prior written approval. Any assignment in violation of this Section shall constitute a Default and is grounds for immediate termination of this contract, at the sole discretion of City. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.
- 7.2 Independent Contractors.** The Contractor and any Subcontractors employed by Contractor shall be independent contractors and not agents of City. Any provisions of this contract that may appear to give City any right to direct Contractor concerning the details of performing the Work, or to exercise any control over such performance, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.
- 7.3 Covenants and Conditions.** All provisions of this contract expressed as either covenants or conditions on the part of the City or the Contractor shall be deemed to be both covenants and conditions.
- 7.4 Jurisdiction, Venue, and Attorney's Fees.** The venue for any suit or proceeding concerning this contract, the interpretation or application of any of its terms, or any related disputes shall be in the County of San Diego, State of California. The prevailing Party in any such suit or proceeding shall be entitled to a reasonable award of attorney's fees in addition to any other award made in such suit or proceeding.
- 7.5 Successors in Interest.** This Contract and all rights and obligations created by this contract shall be in force and effect whether or not any Parties to the Contract have been succeeded by another entity, and all rights and obligations created by this contract shall be vested and binding on any Party's successor in interest.
- 7.6 Integration.** This Contract and the exhibits, attachments, and references incorporated into this contract fully express all understandings of the Parties concerning the matters covered in this contract. No change, alteration, or modification of the terms or conditions of this contract, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both Parties or an amendment to this contract agreed to by both Parties. All prior negotiations and agreements are merged into this contract.
- 7.7 Counterparts.** This Contract may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.
- 7.8 No Waiver.** No failure of either the City or the Contractor to insist upon the strict performance by the other of any covenant, term or condition of this contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this contract, shall constitute a waiver of any such breach or of such covenant, term or condition. No waiver of any breach shall affect or alter this contract, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.
- 7.9 Severability.** The unenforceability, invalidity, or illegality of any provision of this contract shall not render any other provision of this contract unenforceable, invalid, or illegal.

- 7.10 Drafting Ambiguities.** The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this contract, and the decision of whether to seek advice of counsel with respect to this contract is a decision which is the sole responsibility of each Party. This Contract shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Contract.
- 7.11 Signing Authority.** The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

Project Manager: To ensure that all signatures and at least one section of contract appear on the same page.

IN WITNESS WHEREOF, this Contract is executed by the City of San Diego, acting by and through its Public Works Department Director in accordance with Resolution No. R-**[*insert number of Resolution authorizing advertising and award of underlying construction contract*]**, and by Contractor.

Dated this _____ day of _____, **[insert year]**.

THE CITY OF SAN DIEGO

By: _____

Mayor or designee

I HEREBY CERTIFY I can legally bind **[name of Contractor to be determined during DBB award process]** and that I have read this entire contract, this _____ day of _____, **[insert year]**.

By: _____

Printed Name: _____

Title: _____

I HEREBY APPROVE the form and legality of the foregoing Contract this _____ day of _____, **[*insert year*]**.

Jan I. Goldsmith, City Attorney

By: _____

Printed Name: _____

Deputy City Attorney

EXHIBIT A

SCOPE OF WORK

- I. Location of Work.** The location of the Work to be performed [Revegetation Area] is shown on those Specifications and Drawings numbered **35365-16-D** through **35365-17-D** [Specifications], which are incorporated into this contract by this reference as though fully set forth herein.
- II. Description of Work.** The Contractor shall maintain and monitor the Revegetation Area during the Monitoring Program in accordance with this contract and the Specifications such that the Revegetation Area meets the success criteria specified in the Revegetation Plan at each of the milestones listed and on the last date of the Monitoring Program as set forth in the Work Schedule. The Work includes complete landscape maintenance consisting of irrigation, pruning, shaping and training of trees, shrubs, and ground cover plants; fertilization; weed control; control of all plant diseases and pests; and trash removal, and all other maintenance listed in this contract and as required to maintain the Revegetation Area in a safe, attractive and useable condition and to maintain the plant material in good ecologically healthy and viable condition.

The work also requires biological monitoring of the Revegetation Area according to the schedule and methods specified in the Revegetation Plan. The monitoring work shall include all reporting tasks specified in the Revegetation plan. See Project Biologist information. The Contractor shall provide adequate notification [minimum 24 hours] to the Project Biologist for all onsite work to be done and must coordinate with the Project Biologist on all Revegetation Plan activities.

III. Method of Performing Work.

- A. Irrigation. Irrigation shall be provided by the Contractor and applies to hydroseed container and salvaged plants at the discretion of the Project Biologist and as identified by the Revegetation Plan. Delivery techniques and schedules will vary depending on the availability of a sprinkler irrigation system and weather patterns. Timing of implementation is intended to use natural precipitation, but supplemental watering shall be applied when needed. Failure of an existing irrigation system to provide full and proper coverage shall not relieve Contractor of the responsibility to provide adequate irrigation with full and proper coverage to all areas.
1. In areas where an automatic sprinkler system is installed, Contractor shall periodically inspect the operation of the system for any malfunction. The maximum interval between inspections shall not exceed 7 days. The Contractor shall maintain all sprinkler systems in such a way as to guarantee proper coverage and full working capability, and shall make whatever adjustments may be necessary to prevent excessive run-off into streets, rights-of-way, or other areas not meant to be irrigated. The cost of wasted water may be charged to Contractor.
 2. All areas not adequately covered by a sprinkler system shall be irrigated by a portable irrigation method, as recommended by the Project Biologist. The Contractor shall furnish all hoses, nozzles, sprinklers, etc. necessary to accomplish this supplementary irrigation. Care shall be exercised to prevent water waste, erosion, and/or detrimental seepage into existing underground improvements or structures.

3. Irrigation shall be accomplished as follows:
 - a) Turf (if any) shall be irrigated Monday through Friday, as required, to maintain horticulturally acceptable growth and color, and to encourage deep rooting. Daily watering should be avoided wherever possible, in favor of scheduling applications every other night or twice each week. Additional irrigations shall be performed in the event of unusually hot/dry weather conditions (as are present during Santa Ana conditions, or other times of low humidity or high winds, or during a prolonged high temperature period during summer months).
 - b) Landscaped improved banks and slopes (if any) shall be irrigated Monday through Friday as required to maintain horticulturally acceptable growth and color, and to encourage deep rooting.
 - c) Shrub beds (if any) shall be irrigated as required to maintain horticulturally acceptable growth and color, and to promote deep rooting. Shrub areas shall be irrigated at a rate which keeps surface runoff to a minimum. The irrigation rate shall be adjusted to the needs of shrub types, seasons and weather conditions.
 - d) Planted and seeded areas shall be irrigated as required to maintain ecologically acceptable growth, form and health, and to promote deep rooting. Planted and seeded areas shall be irrigated at a rate which keeps surface runoff to a minimum. The irrigation rate shall be adjusted to the needs of plant types, seasons and weather conditions.
4. Maintenance of Irrigation System. The Contractor shall keep controller and valve boxes (if any) clear of soil and debris and shall maintain the irrigation system at no additional cost to City, including replacement, repair, adjustment, raising or lowering, straightening and any other operation required for the continued proper operation of the system from the “cold” side of the water meter throughout the Revegetation Area. The Contractor shall also be responsible for maintaining the painted surfaces of irrigation and lighting controller cabinets as well as the corresponding automatic irrigation battery numbers on the lids of the automatic control valve boxes (if any). The Contractor shall be responsible for light bulb replacements in controller cabinets as necessary.
 - a) Repair or replacement includes: sprinkler system laterals (piping), sprinkler mains (pressure lines), vacuum breakers, sprinkler control valves, sprinkler controllers, sprinkler heads, sprinkler caps, sprinkler head risers, valve covers, boxes and lids (including electrical pull boxes and lids), valve sleeves and lids, quick coupler valves and hose bibs. Any replacement shall conform to the type and kind of existing system. Any deviation shall be approved in writing by City.
 - b) Contractor shall repair irrigation systems which are damaged or altered in any way, including by acts of God, vandalism, vehicular damage, or theft.
5. Operation of Automatic Irrigation Controllers. Where the operation of automatic irrigation controllers is required as part of this contract, Contractor shall:
 - i) Not duplicate any coded City key furnished by City for access and operation of the controller;

- ii) surrender all keys furnished by City, promptly at the end of the Contract term, or at any time deemed necessary by City to prevent serious loss to City;
 - iii) protect the security of City's property by keeping controller cabinet and building doors locked at all times; and
 - iv) refrain from using premises behind locked doors for storage of materials, supplies, or tools except as approved by City.
- B. Pruning Shrubs and Ground Cover Plants. Contractor shall prune all shrubs and ground cover plants growing in the Revegetation Area as required to:
- i) maintain plants in a healthy, growing condition;
 - ii) maintain plant growth within reasonable bounds;
 - iii) prevent encroachment of passage ways, walks, streets, or view of signs; and
 - iv) prevent encroachment in any manner deemed objectionable by City.

The Contractor shall remove dead or damaged limbs with sharp pruning tools, with no stubs remaining. The Contractor shall seal any pruning cut which exceeds 2" in diameter with an approved pruning paint when required by City. The Contractor shall perform pruning to permit plants to grow naturally in accordance with their normal growth characteristics except where box hedging is required by City. The Contractor shall not shear, hedge, or severely prune plants, unless authorized by City. The Contractor shall not use growth regulators.

- C. Tree Maintenance. Contractor shall maintain all trees in the revegetation area in their natural shapes. The Contractor shall perform pruning to promote the best growth habits, appearance, and health of the tree, and to prevent encroachment which blocks vision or is in any manner deemed undesirable by City. The Contractor is responsible for tree pruning that can be accomplished with a 12' pole saw by a worker standing on the ground. The Contractor shall not top trees.
- 1. Potential Hazards. The Contractor shall notify City within 24 hours of any tree that shows signs of root heaving or leaning, or is in any manner a potential safety hazard. The Contractor shall immediately reestablish trees and shrubs that are uprooted due to storms, if possible. If trees or shrubs cannot be reestablished, Contractor shall remove them immediately (including roots) and fill the holes until replacement planting is complete.
 - 2. Replacement. The Contractor shall completely remove and replace trees lost due to Contractor's faulty maintenance or negligence, as determined by City. The Contractor shall replace trees in kind and size as determined by City. If there is a difference in value between the tree lost and the replacement tree, City will deduct the difference from the Contract payment. The City shall determine the value of the tree lost using the latest International Society of Arboriculture (I.S.A.) guidelines for value determination.

3. Staking. The Contractor shall securely stake any newly planted trees and other trees needing support with 2 “lodge pole” type stakes placed on opposite sides of the tree outside the root ball and secured to the tree with at least two flexible rubber tree ties. The Contractor shall regularly inspect tree ties and stakes and reposition them as necessary to ensure against girdling and abrasion.
- D. Fertilization. Contractor shall fertilize the Revegetation Area as necessary to meet the success criteria specified in the Revegetation Plan at each of the milestones listed and on the last date of the Monitoring Program as set forth in the Work Schedule Prior to any fertilization, Contractor shall submit to City Material Safety Data Sheets and a schedule of application showing the site, date, and approximate time of fertilizer application [Fertilizer Schedule]. The Fertilization Schedule, regardless of its intensity, timing, or the number of sites covered daily or weekly, shall not excuse Contractor from performing any other Work regularly required under this contract. All fertilization shall first be approved by the Project Biologist.
1. Contractor shall notify City at least 48 hours before beginning any fertilization. Fertilizer shall be delivered to the site only in the original unopened containers bearing the manufacturer’s guaranteed analysis. Damaged packages shall not be accepted. The Contractor shall furnish City with duplicate signed, legible copies of all certificates and invoices for all fertilizer to be used for this contract. The invoices shall state the grade, amount and quantity received. Both the copy to be retained by City and Contractor’s copy shall be signed by City, on site, before any fertilizer may be used.
 2. Fertilizers, if necessary, shall be applied at the direction of the Project Biologist and according to manufacturer’s product specifications.
 3. If deemed necessary by City to achieve required results, Contractor shall apply other materials as directed by City, including:
 - i) iron chelate;
 - ii) soil sulfur;
 - iii) gypsum; or
 - iv) surfactant enzymes such as Sarvon or Naiad.
 4. Contractor shall adequately irrigate the fertilized area(s) immediately following the application of fertilizers and/or amendments to force fertilizer material to rest directly on the soil surface. Drip irrigated areas shall be adequately hand watered using quick coupler valves and hoses to dissolve fertilizer.
- E. Weed Removal. Contractor shall completely remove weeds from the Revegetation Area, including all turf grass areas, shrub and ground cover areas, planters, tree wells, and cracks in paved areas, including sidewalks, parking lot, gutters and curbs, as shown on the Work Schedule. For the purposes of this Section, “Weed” means any undesirable or misplaced plant. The Contractor shall control Weeds by manual, mechanical, or chemical methods. The City or Project Biologist may restrict the use of chemical weed control in certain areas.

- F. Disease and Pest Control. The Contractor shall regularly inspect the Revegetation Area for the presence of disease and insect or rodent infestation. The Contractor shall notify City within 4 days if disease or insect or rodent infestation is discovered. In its notice to City, Contractor shall identify the disease, insect, or rodent and specify the control measures to be taken. Upon approval of City, Contractor shall implement the approved control measures, exercising extreme caution in the application of all sprays, dusts, or other materials utilized. The Contractor shall continue the approved control measures until the disease, insect, or rodent is controlled to the satisfaction of City.
1. All individuals who supervise the mixing and application of herbicides, pesticides, and rodenticides on behalf of Contractor shall possess valid Qualified Applicators Certificate for Category B issued to them by the State Department of Food and Agriculture.
 2. Contractor shall utilize all safeguards necessary during disease, insect or rodent control operations to ensure safety of the public and the employees of Contractor, in accordance with current standard practices accepted by the State of California Department of Food and Agriculture. If Contractor is unable to control the pest or disease, a pest control company will be hired and the cost shall be deducted from Contractor's monthly payment.
- G. Plant Replacement. Except as provided in Section H below, Contractor shall notify City within 4 days of the loss of plant material due to any cause.
1. Contractor shall at no cost to City replace any tree, shrub, ground cover, or other plant which is damaged or lost as a result of Contractor's faulty maintenance or negligence. The size and species of replacement plant materials shall be as directed by City.
 2. If so directed by City, Contractor shall replace any plant damaged or lost that is not a result of Contractor's faulty maintenance or negligence. The size and species of replacement plant materials shall be as directed by City. The City will pay for materials and labor.
 3. City may determine that certain plants should be replaced in order to ensure maximum ecological health and overall aesthetic appearance of planting in the Revegetation Area. When City determines such replacement should occur, Contractor shall replace the plants as directed by City. City will pay for materials and labor.
- H. Damage Reports. The Contractor shall notify City within 24 hours of any damage to the Work Area caused by accident, vandalism or theft.
- I. Litter. The Contractor shall promptly dispose of all trash and debris at an appropriate City disposal site. The Contractor shall pay any and all fees associated with the disposal of debris or trash accumulated under the terms of this contract. The Contractor understands that disposal of refuse at City landfills is subject to a fee and that the Refuse Disposal Division can be contacted at (619) 573-1418 for fee information.

1. Contractor Generated Litter. The Contractor shall promptly remove all debris generated by Contractor's pruning, trimming, weeding, edging and other Work required by this contract. Immediately after working in streets, park walks, gutters, driveways, and paved areas, Contractor shall clean them in accordance with all applicable laws.
 2. Third Party Generated Litter. Upon discovery Contractor shall remove all litter, including bottles, glass, cans, paper, cardboard, fecal matter, leaves, branches, metallic items, and other debris, from the Work site.
- J. Monitoring: The Project Biologist will oversee all maintenance operations and conduct qualitative and quantitative biological monitoring of the revegetation area according to the schedule and methods described in the Revegetation Plan. The Project Biologist will be responsible for preparing and submitting monitoring reports according to the schedule and instructions in the Revegetation Plan. The Project Biologist will be an individual or team of individuals with 4-year degree(s) in botany, ecology, landscape architecture or a related field, and demonstrated experience in upland and riparian community restoration.

EXHIBIT B

FIELD NOTIFICATION

[Inset a copy of the Engineer's Field Notification which establishes the commencement date of the monitoring program, see City Supplement, section 800-2.12]

EXHIBIT C

LICENSE DATA SHEET

State Contractor License Classification and Number: _____

Name of License Holder: _____

Expiration Date: _____

Pest Control Applicator's Name: _____

License Number: _____

Expiration Date: _____

Pest Control Advisor's Name: _____

License Number: _____

Expiration Date: _____

City of San Diego Business License Number: _____

Expiration Date: _____

APPENDIX D

Location Map

JUNIPER STREET SIDEWALK



SENIOR ENGINEER
ABI PALASEYED
619-533-4654

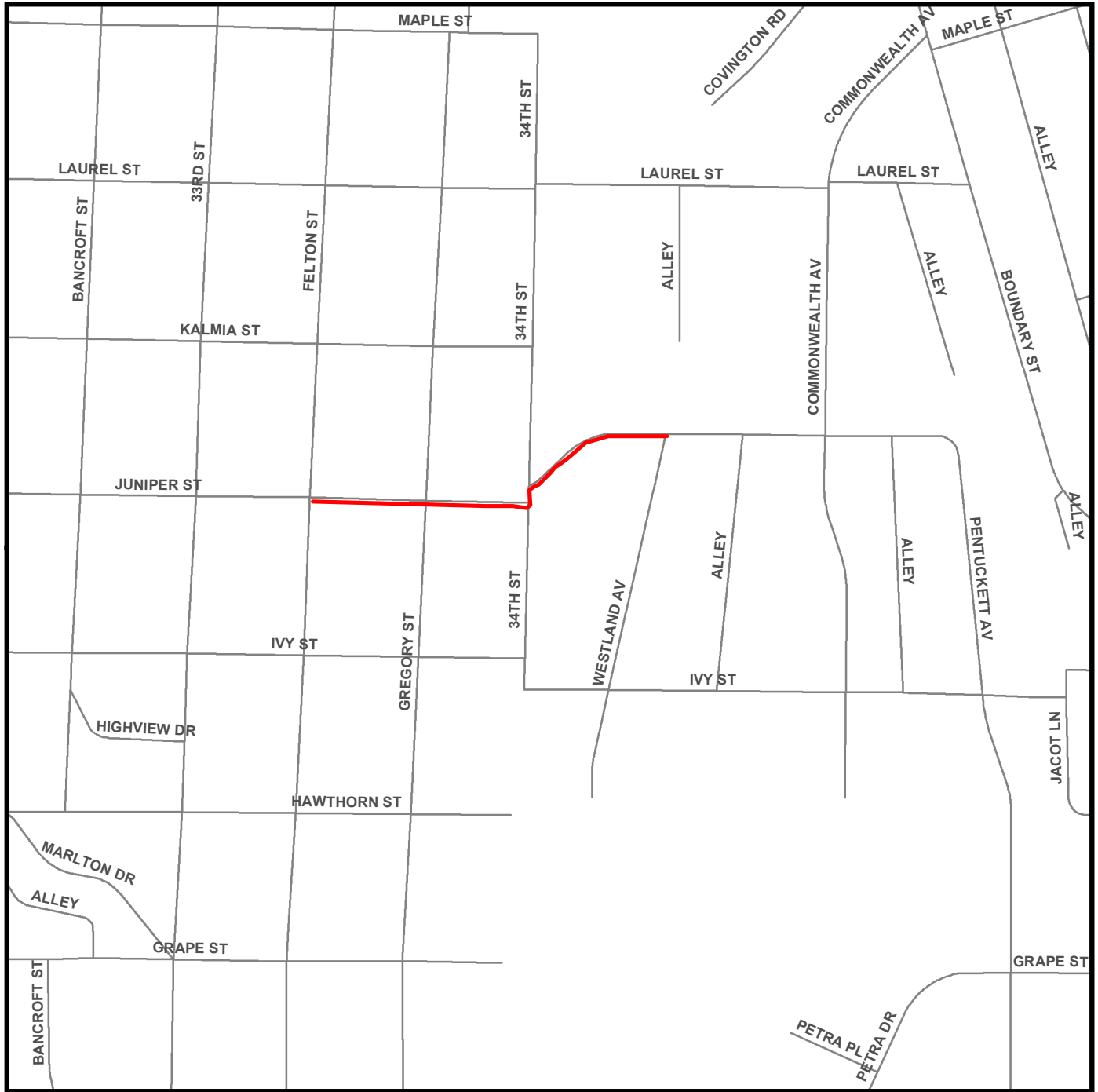
PROJECT MANAGER
MARK KOLL
619-533-4653

PROJECT ENGINEER
MARTEDI GAETANO
619-533-5410

PUBLIC INFORMATION OFFICER
PIERRETTE STOREY
619-533-3781



ROWD - BRIDGES



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APPENDIX E

Site Development Permit

THE ORIGINAL OF THIS DOCUMENT
WAS RECORDED ON APR 25, 2012
DOCUMENT NUMBER 2012-0241642
Ernest J. Dronenburg, Jr., COUNTY RECORDER
SAN DIEGO COUNTY RECORDER'S OFFICE
TIME: 9:30 AM

RECORDING REQUESTED BY
CITY OF SAN DIEGO
DEVELOPMENT SERVICES
PERMIT INTAKE, MAIL STATION 501

PROJECT MANAGEMENT
PERMIT CLERK
MAIL STATION 501

SPACE ABOVE THIS LINE FOR RECORDER'S USE

INTERNAL ORDER NUMBER: WBS- B-00947.02.06

SITE DEVELOPMENT PERMIT 842986
JUNIPER STREET SIDEWALK REPLACEMENT PROJECT NO. 234305 [MMRP]
HEARING OFFICER

This Site Development Permit No. 842986 is granted by the Hearing Officer of the City of San Diego to City Of San Diego (Owner), and City of San Diego Engineering and Capital Projects Department (Permitee), pursuant to San Diego Municipal Code [SDMC] section 143.0110. The 0.40-acre site is located on the north side of Juniper Street between 33rd Street and Westland Avenue in the RS-1-1 and RS-1-7 zone(s) of the Greater North Park Community Planning area.

Subject to the terms and conditions set forth in this Permit, permission is granted to Owner/Permitee to modify an asphalt shoulder and install 1,500 linear feet of new sidewalk (5-foot wide), a guardrail, green coated chain link fencing, curb, curb ramps, gutter and inlets, and to construct three retaining walls, along the north side of Juniper Street between 33rd Street and Westland Avenue within the City right-of-way where only a non-City standard paved shoulder currently exists. An existing waterline would also be relocated under the proposed sidewalk to the street. The project is described and identified by size, dimension, quantity, type, and location on the approved exhibits [Exhibit "A"] dated March 28, 2012, on file in the Development Services Department.

The project shall include:

- a. Installation of approximately 1,500 linear feet of new sidewalk (5-foot wide), a guardrail, green coated chain link fencing, curb, curb ramps, gutter and inlets along the north side of Juniper Street between 33rd Street and Westland Avenue;
- b. Construct three retaining walls;
- c. Revegetation of the worksite;

- d. Repaving and striping as necessary;
- e. Public and private accessory improvements determined by the Development Services Department to be consistent with the land use and development standards for this site in accordance with the adopted community plan, the California Environmental Quality Act [CEQA] and the CEQA Guidelines, the City Engineer's requirements, zoning regulations, conditions of this Permit, and any other applicable regulations of the SDMC

STANDARD REQUIREMENTS:

1. This permit must be utilized within thirty-six (36) months after the date on which all rights of appeal have expired. If this permit is not utilized in accordance with Chapter 12, Article 6, Division 1 of the SDMC within the 36 month period, this permit shall be void unless an Extension of Time has been granted. Any such Extension of Time must meet all SDMC requirements and applicable guidelines in effect at the time the extension is considered by the appropriate decision maker. This permit must be utilized by April 12, 2015.
2. No permit for the construction, occupancy, or operation of any facility or improvement described herein shall be granted, nor shall any activity authorized by this Permit be conducted on the premises until:
 - a. The Owner/Permittee signs and returns the Permit to the Development Services Department; and
 - b. The Permit is recorded in the Office of the San Diego County Recorder.
3. While this Permit is in effect, the subject property shall be used only for the purposes and under the terms and conditions set forth in this Permit unless otherwise authorized by the appropriate City decision maker.
4. This Permit is a covenant running with the subject property and all of the requirements and conditions of this Permit and related documents shall be binding upon the Owner/Permittee and any successor(s) in interest.
5. The continued use of this Permit shall be subject to the regulations of this and any other applicable governmental agency.
6. Issuance of this Permit by the City of San Diego does not authorize the Owner/Permittee for this Permit to violate any Federal, State or City laws, ordinances, regulations or policies including, but not limited to, the Endangered Species Act of 1973 [ESA] and any amendments thereto (16 U.S.C. § 1531 et seq.).

7. The Owner/Permittee shall secure all necessary building permits. The Owner/Permittee is informed that to secure these permits, substantial building modifications and site improvements may be required to comply with applicable building, fire, mechanical, and plumbing codes, and State and Federal disability access laws.

8. Construction plans shall be in substantial conformity to Exhibit "A." Changes, modifications, or alterations to the construction plans are prohibited unless appropriate application(s) or amendment(s) to this Permit have been granted.

9. All of the conditions contained in this Permit have been considered and were determined necessary to make the findings required for approval of this Permit. The Permit holder is required to comply with each and every condition in order to maintain the entitlements that are granted by this Permit.

If any condition of this Permit, on a legal challenge by the Owner/Permittee of this Permit, is found or held by a court of competent jurisdiction to be invalid, unenforceable, or unreasonable, this Permit shall be void. However, in such an event, the Owner/Permittee shall have the right, by paying applicable processing fees, to bring a request for a new permit without the "invalid" condition(s) back to the discretionary body which approved the Permit for a determination by that body as to whether all of the findings necessary for the issuance of the proposed permit can still be made in the absence of the "invalid" condition(s). Such hearing shall be a hearing de novo, and the discretionary body shall have the absolute right to approve, disapprove, or modify the proposed permit and the condition(s) contained therein.

10. The Owner/Permittee shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any and all claims, actions, proceedings, damages, judgments, or costs, including attorney's fees, against the City or its agents, officers, or employees, relating to the issuance of this permit including, but not limited to, any action to attack, set aside, void, challenge, or annul this development approval and any environmental document or decision. The City will promptly notify Owner/Permittee of any claim, action, or proceeding and, if the City should fail to cooperate fully in the defense, the Owner/Permittee shall not thereafter be responsible to defend, indemnify, and hold harmless the City or its agents, officers, and employees. The City may elect to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification. In the event of such election, Owner/Permittee shall pay all of the costs related thereto, including without limitation reasonable attorney's fees and costs. In the event of a disagreement between the City and Owner/Permittee regarding litigation issues, the City shall have the authority to control the litigation and make litigation related decisions, including, but not limited to, settlement or other disposition of the matter. However, the Owner/Permittee shall not be required to pay or perform any settlement unless such settlement is approved by Owner/Permittee.

ENVIRONMENTAL/MITIGATION REQUIREMENTS:

11. Mitigation requirements in the Mitigation, Monitoring, and Reporting Program [MMRP] shall apply to this Permit. These MMRP conditions are hereby incorporated into this Permit by reference.

12. The mitigation measures specified in the MMRP and outlined in Mitigated Negative Declaration No. 234305/SCH No. 201112035, shall be noted on the construction plans and specifications under the heading ENVIRONMENTAL MITIGATION REQUIREMENTS.

13. The Owner/Permittee shall comply with the MMRP as specified in Mitigated Negative Declaration No. 234305/SCH No. 201112035, to the satisfaction of the Development Services Department and the City Engineer. Prior to the issuance of the "Notice to Proceed" with construction, all conditions of the MMRP shall be adhered to, to the satisfaction of the City Engineer. All mitigation measures described in the MMRP shall be implemented for the following issue areas: **Land Use (Multiple Species Conservation Program), Biological Resources, Historical Resources (Archaeology), and Paleontological Resources.**

PLANNING/DESIGN REQUIREMENTS:

14. All fencing shall be green coated vinyl.

15. All future lighting shall be shaded and adjusted to fall on the pedestrian sidewalk way/right-of way and away from the canyon and any vegetated areas. Street lights adjacent to the canyon area shall use low-pressure sodium.

INFORMATION ONLY:

- The issuance of this discretionary use permit alone does not allow the immediate commencement or continued operation of the proposed use on site. The operation allowed by this discretionary use permit may only begin or recommence after all conditions listed on this permit are fully completed and all required ministerial permits have been issued and received final inspection.
- Any party on whom fees, dedications, reservations, or other exactions have been imposed as conditions of approval of this Permit, may protest the imposition within ninety days of the approval of this development permit by filing a written protest with the City Clerk pursuant to California Government Code-section 66020.
- This development may be subject to impact fees at the time of construction permit issuance.

APPROVED by the Hearing Officer of the City of San Diego on March 28, 2012 and approved Resolution No. HO-6510.

Site Development Permit PTS Approval No. 842986

Date of Approval: March 29, 2012

AUTHENTICATED BY THE CITY OF SAN DIEGO DEVELOPMENT SERVICES
DEPARTMENT

Helene Deisher
Development Project Manager

**NOTE: Notary acknowledgment
must be attached per Civil Code
section 1189 et seq.**

The undersigned Owner/Permittee, by execution hereof, agrees to each and every condition of this Permit and promises to perform each and every obligation of Owner/Permittee hereunder.

City Of San Diego, Engineering and
Capital Projects
Owner/Permittee

By *Robert M. Mestel*
NAME
TITLE

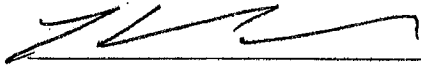
**NOTE: Notary acknowledgments
must be attached per Civil Code
section 1189 et seq.**

ORIGINAL

Site Development Permit PTS Approval No. 842986

Date of Approval: March 29, 2012

AUTHENTICATED BY THE CITY OF SAN DIEGO DEVELOPMENT SERVICES
DEPARTMENT



Helene Deisher
Development Project Manager

**NOTE: Notary acknowledgment
must be attached per Civil Code
section 1189 et seq.**

**The undersigned Owner/Permittee, by execution hereof, agrees to each and every condition of
this Permit and promises to perform each and every obligation of Owner/Permittee hereunder.**

**City Of San Diego, Engineering and
Capital Projects**
Owner/Permittee

By _____
NAME
TITLE

**NOTE: Notary acknowledgments
must be attached per Civil Code
section 1189 et seq.**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of San Diego

On April 23, 2012 before me, Stacie L. Maxwell, Notary Public

personally appeared Gaetano Martedi



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

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

WITNESS my hand and official seal.

Signature: [Handwritten Signature]

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Juniper Street Sidewalk Replacement #2343015

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

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State of California

County of San Diego

On April 12, 2012 before me, Georgette Ocariza Manela, Notary Public

personally appeared Helene Deisher



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.

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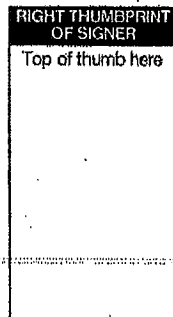
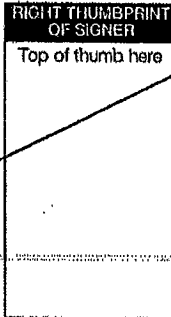
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APPENDIX F

Biological Resources Technical Report

Biological Resources Technical Report

Juniper Street ADA Sidewalk Project
City of San Diego, California

APN's 5391320100, 5391320200, 5391321300, and
5400102400

Project No. WBS B00947

Prepared for:

City of San Diego
Engineering and Capital Projects

March 8, 2011

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Biological Resources Technical Report

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Kevin Derby, Senior Biologist/Restoration Ecologist

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1.0 EXECUTIVE SUMMARY

Foothill Associates' biologists conducted a general biological resources assessment for the Juniper Street ADA Sidewalk Project study site in the City of San Diego, California. The study area was approximately 6 acres on both the north and south sides of Juniper Street to allow for plenty of room for design, but the actual project footprint is approximately 0.3 acre including existing paved surfaces. The project footprint is located on the north side of Juniper Street, east of 33rd Street, and west of Westland Avenue. The purpose of this document is to summarize the general biological resources on the site, to assess the suitability of the site to support special-status species and sensitive habitat types, to conduct an analysis of potential project impacts, and to propose measures to avoid, minimize, and compensate for project impacts.

The study site is primarily the Juniper Canyon Open Space area (within the MHPA) that is predominantly surrounded by residential development. The majority of the vegetation near the roads and residences is disturbed and ornamental, while the remainders of the vegetation communities in the canyon are classified as both native and non-native habitats. The vegetation communities within the approximately 6.8 acre study site includes non-native grassland (0.54 acres), southern mixed chaparral (4.17 acres), Diegan coastal sage scrub (0.01 acres), mulefat scrub (0.02 acre), ornamental (1.38 acre), intermittent drainage (0.04 acre), disturbed wetland (0.24 acre) and disturbed land (0.44 acre). Numerous listed and special-status plant and animal species have the potential to occur in the area. The intermittent drainage, disturbed wetland, and mulefat scrub would be considered wetlands or other waters subject to the jurisdiction of federal, state, or local agencies (although no impacts are proposed in these habitats). The site would be considered a locally significant urban wildlife movement corridor, as are all the undeveloped canyons in San Diego's urban areas, and especially those designated as MHPA.

The proposed project would result in direct impacts to non-native grassland, Diegan coastal sage scrub, southern mixed chaparral, disturbed land, and ornamental habitats. Impacts to Diegan coastal sage scrub, southern mixed chaparral, and non-native grassland would be mitigated through a combination of onsite revegetation of temporary impacts and monetary compensation (monies deposited in the City of San Diego's Habitat Acquisition Fund). Other avoidance and preventative measures have been proposed to avoid construction impacts and to offset indirect effects, including retaining wall construction to avoid lengthy fill slopes.

2.0 INTRODUCTION

The project consists of constructing approximately 1,500 linear feet (LF) of new 5-foot wide PCC sidewalk along the north side of Juniper Street between 33rd Street and Westland Avenue to facilitate pedestrian and ADA travel. In order to retain the sidewalk and to minimize lateral grading and related impacts into the MHPA in Chocolate Canyon, three (3) retaining walls ranging between 55 and 218 LF will be installed. Each wall measures a maximum 7.5 feet in total height with a maximum of 3-feet of the wall face showing post landform recontouring and grading. No walls can be seen from the street or from a majority of the homes which are mostly located at a much higher elevation. All walls post construction will face the canyon areas and revegetation would provide added screening. A small segment of approximately 10 LF of wall near the bottom of the canyon will have a wall face of 3.8 feet above the recontoured and graded dirt because of the existing landform conditions. This segment also faces the canyon and will not be visible from the roadway or homes. In addition, new guardrails, curb, gutter, curb ramps, fencing, an inlet, relocation of an existing water line under proposed sidewalk into the street, and other appurtenances are proposed. Street repair and/or resurfacing would be provided, if needed, as well as construction traffic control measures that may require partial street closure. A Right-of-Entry (ROE) permit would be required for site preparation, grading and off-street staging activities that would occur, in part, on Parks and Recreation property.

This report summarizes the findings of a biological resources assessment completed for the approximately 6.8 acre project study site located off Juniper Street in the City of San Diego, California. The study area for this project is much larger than the actual project site to make sure all aspects of the project and all indirect impacts could be analyzed. This document addresses the onsite physical features, the vegetation communities present, and the plant and wildlife species occurring or potentially occurring on the site. Furthermore, the suitability of habitats to support special-status species and sensitive habitats is analyzed. Based on the proposed project plans, a biological resources impact assessment has been conducted. Finally, proposed mitigation measures for avoiding, minimizing, and compensating for these impacts are provided.

3.0 REGULATORY FRAMEWORK

The following describes federal, state, and local environmental laws and policies that are relevant to the California Environmental Quality Act (CEQA) review process. The CEQA significance criteria are also included in this section.

3.1 Federal Endangered Species Act

The United States Congress passed the Federal Endangered Species Act (FESA) in 1973 to protect those species that are endangered or threatened with extinction. FESA is intended to operate in conjunction with the National Environmental Policy Act (NEPA) to help protect the ecosystems upon which endangered and threatened species depend.

FESA prohibits the “take” of endangered or threatened wildlife species. “Take” is defined to include harassing, harming, pursuing, hunting, shooting, wounding, killing, trapping, capturing, or collecting wildlife species or any attempt to engage in such conduct (FESA Section 3 [(3)(19)]). Harm is further defined to include significant habitat modification or degradation that results in death or injury to listed species by significantly impairing behavioral patterns (50 CFR §17.3). Harass is defined as actions that create the likelihood of injury to listed species to such an extent as to significantly disrupt normal behavior patterns (50 CFR §17.3). Actions that result in take can result in civil or criminal penalties. See **Section 3.8** for a discussion of the habitat conservation plan that addresses endangered and threatened species in the City of San Diego. Projects that are implemented consistent with City of San Diego guidelines would be allowed to “take” endangered species with the City’s authorization and approval.

3.2 Migratory Bird Treaty Act and California Fish and Game Code

The federal Migratory Bird Treaty Act (MBTA), first enacted in 1916, prohibits any person unless permitted by regulations, to:

“pursue, hunt, take, capture, kill, attempt to take, capture or kill, possess, offer for sale, sell, offer to purchase, purchase, deliver for shipment, ship, cause to be shipped, deliver for transportation, transport, cause to be transported, carry, or cause to be carried by any means whatever, receive for shipment, transportation or carriage, or export, at any time, or in any manner, any migratory bird, included in the terms of this Convention . . . for the protection of migratory birds . . . or any part, nest, or egg of any such bird.” (16 U.S.C. 703).

The list of migratory birds includes nearly all bird species native to the United States. The Migratory Bird Treaty Reform Act (MBTRA) of 2004, further defined species protected under the act and excluded all non-native species. The statute was extended in 1974 to include parts of birds, as well as eggs and nests. Thus, it is illegal under MBTA to directly kill, or destroy a nest of, nearly any bird species, not just endangered species. Activities that result in removal or destruction of an active nest (a nest with eggs or young being attended by one or more adults) would violate the MBTA. Removal of

unoccupied nests, or bird mortality resulting indirectly from a project, is not considered a violation of the MBTA. California Fish and Game Code 3503, 3503.5, and 3512 also prohibit take of birds and active nests. Any activity, such as grading or grubbing for construction of the project site, that results in destruction of one or more active nests of native birds would entail a violation of the MBTA. Construction activities that result in abandonment of an active bird nest in areas adjacent to the disturbance may also violate sections of the Fish and Game Code.

3.3 California Endangered Species Act

The State of California enacted the California Endangered Species Act (CESA) in 1984. CESA is similar to FESA but pertains to state-listed endangered and threatened species. CESA requires state agencies to consult with the California Department of Fish and Game (CDFG) when preparing California Environmental Quality Act (CEQA) documents. The purpose is to ensure that the state lead agency actions do not jeopardize the continued existence of a listed species or result in the destruction, or adverse modification of habitat essential to the continued existence of those species, if there are reasonable and prudent alternatives available (Fish and Game Code §2080). CESA directs agencies to consult with CDFG on projects or actions that could affect listed species, directs CDFG to determine whether jeopardy would occur, and allows CDFG to identify “reasonable and prudent alternatives” to the project consistent with conserving the species. CESA allows CDFG to authorize exceptions to the state’s prohibition against take of a listed species if the “take” of a listed species is incidental to carrying out an otherwise lawful project that has been approved under CEQA (Fish & Game Code § 2081). See **Section 3.8** for a discussion of the habitat conservation plan that addresses endangered and threatened species in the City of San Diego. Projects that are implemented consistent with City of San Diego guidelines would be allowed to “take” endangered species with the City’s authorization and approval.

3.4 CDFG Species of Concern

In addition to formal listing under FESA and CESA, species receive additional consideration by CDFG and local lead agencies during the CEQA process. Species that may be considered for review are included on a list of “Species of Special Concern,” developed by CDFG. It tracks species in California whose numbers, reproductive success, or habitat may be threatened. See **Section 3.8** for a discussion of the habitat conservation plan that addresses other sensitive species in City of San Diego.

3.5 California Native Plant Society

The California Native Plant Society (CNPS) maintains a list of plant species native to California that has low population numbers, limited distribution, or are otherwise threatened with extinction. This information is published in the Inventory of Rare and Endangered Vascular Plants of California. Potential impacts to populations of CNPS-listed plants receive consideration under CEQA review. The following identifies the definitions of the CNPS listings:

- List 1A: Plants presumed Extinct in California
- List 1B: Plants Rare, Threatened, or Endangered in California and elsewhere
- List 2: Plants Rare, Threatened, or Endangered in California, but more numerous elsewhere
- List 3: Plants about which we need more information – A Review List
- List 4: Plants of limited distribution – A Watch List

3.6 Jurisdictional Waters of the United States

3.6.1 Federal Jurisdiction

The U.S. Army Corps of Engineers (Corps) regulates discharge of dredged or fill material into waters of the United States under Section 404 of the Clean Water Act (CWA). “Discharges of fill material” is defined as the addition of fill material into waters of the U.S., including, but not limited to the following: placement of fill that is necessary for the construction of any structure, or impoundment requiring rock, sand, dirt, or other material for its construction; site-development fills for recreational, industrial, commercial, residential, and other uses; causeways or road fills; fill for intake and outfall pipes and subaqueous utility lines [33 C.F.R. §328.2(f)]. In addition, Section 401 of the CWA (33 U.S.C. 1341) requires any applicant for a Federal license or permit to conduct any activity that may result in a discharge of a pollutant into waters of the United States to obtain a certification that the discharge will comply with the applicable effluent limitations and water quality standards, as administered by the Regional Water Quality Control Board (RWQCB).

Waters of the U.S. include a range of wet environments such as lakes, rivers, streams (including intermittent streams), mudflats, sandflats, wetlands, sloughs, and wet meadows. Boundaries between jurisdictional waters and uplands are determined in a variety of ways depending on which type of waters is present. Methods for delineating wetlands and non-tidal waters are described below.

- Wetlands are defined as “those areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support and under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions” [33 C.F.R. §328.3(b)]. Presently, to be a wetland, a site must exhibit three wetland criteria: hydrophytic vegetation, hydric soils, and wetland hydrology existing under the “normal circumstances” for the site.
- The lateral extent of non-tidal waters is determined by delineating the ordinary high water mark (OHWM) [33 C.F.R. §328.4(c)(1)]. The OHWM is defined by the Corps as “that line on shore established by the fluctuations of water and indicated by physical character of the soil, destruction of terrestrial vegetation, the presence of litter and debris, or other appropriate means that consider the characteristics of the surrounding areas” [33 C.F.R. §328.3(e)].

3.6.2 State Jurisdiction

The CDFG is a trustee agency that has jurisdiction under Section 1600 *et seq.* of the California Fish and Game Code. Under this code, a project proponent must notify the CDFG if a proposed project will “substantially divert or obstruct the natural flow or substantially change the bed, channel, or bank of any river, stream, or lake designated by the department, or use any material from the streambeds.” If an existing fish or wildlife resource may be substantially adversely affected by the activity, the CDFG may propose reasonable measures that will allow protection of those resources. If these measures are agreeable to the project proponent, they may enter into an agreement with the CDFG identifying the approved activities and associated mitigation measures.

Under the California Water Code Porter-Cologne Water Quality Act, “waters of the State” are defined as any surface water or groundwater, including saline waters, within the boundaries of the state. The RWQCB has jurisdiction over waters of the State under the California Porter-Cologne Act and regulates discharges into these waters. The RWQCB regulates waste dischargers primarily through the NPDES permitting system so that water quality objectives are met within the applicable Basin Plan.

3.7 CEQA Significance Criteria

Section 15064.7 of the CEQA Guidelines encourages local agencies to develop and publish the thresholds that the agency uses in determining the significance of environmental effects caused by projects under its review. However, agencies may also rely upon the guidance provided by the expanded Initial Study checklist contained in Appendix G of the CEQA Guidelines. Appendix G provides examples of impacts that would normally be considered significant. Based on these guidelines, impacts to biological resources would normally be considered significant if the project would:

- Have a substantial adverse effect, 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 CDFG or USFWS;
- Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the CDFG or USFWS;
- Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the CWA through direct removal, filling, hydrological interruption, or other means;
- 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;
- Conflict with the provisions of an adopted Habitat Conservation Plan (HCP), Natural Community Conservation Plan (NCCP), or other approved local, regional or state habitat conservation plan.

An evaluation of whether or not an impact on biological resources would be substantial must consider both the resource itself and how that resource fits into a regional or local context. Substantial impacts would be those that would diminish, or result in the loss of, an important biological resource, or those that would obviously conflict with local, state, or federal resource conservation plans, goals, or regulations. The evaluation of impacts considers direct impacts, indirect impacts, and cumulative impacts and whether the impact is permanent or temporary.

3.8 Local Programs

In addition to federal and state regulations, the City of San Diego has developed the Multiple Species Conservation Program (MSCP), which is a regional, multi-jurisdictional plan that provides a coordinated program issuing “take” authorization for covered species for projects that comply with the plan. The ultimate goal of the MSCP is to create a regional habitat preserve system, within the Multiple Habitat Planning Area (MHPA), while allowing development projects to occur. The MSCP provides for a streamlined development review system that avoids the traditional project-by-project review by regulatory agencies.

As an implementing mechanism for the MSCP, the City of San Diego has established the Environmentally Sensitive Lands (ESL) regulations. ESLs include lands within the MHPA, wetlands, sensitive vegetation communities, habitat for listed species, lands supporting narrow endemics, and steep slopes. The regulations encourage avoidance and minimization of impacts to ESLs. Biology Guidelines have been established that define the survey and impact assessment methodologies and mitigation requirements for unavoidable impacts.

4.0 METHODS

Available information pertaining to the natural resources of the region was reviewed in support of the analysis in this report. This report is based on field-collected data from surveys conducted by Foothill Associates. All references reviewed for this assessment are listed in the References section of this document. In addition to the previous studies of the site, information was reviewed including the following sources:

- California Department of Fish and Game (CDFG). 2005. California Natural Diversity Data Base (CNDDB). Sacramento, CA;
- USGS Seamless Data Distribution System. 2003. Aerial photography of the site; and
- U.S. Department of Agriculture (USDA). 1973. Soil Survey of San Diego County, San Diego Area, California. Soil Conservation Service.

Foothill Associates' biologists Brian Mayerle, Dick Rol, and subsequently Kevin Derby conducted field surveys of the project study site. Preparer qualifications are provided in **Appendix A**. A general biological survey and habitat assessment was conducted on 21 June 2010 and a spring plant survey was conducted on 12 April 2010. The study project site was systematically surveyed on foot with special attention given to identifying those portions of the site with the potential for supporting special-status species and sensitive habitats. During the field surveys, the biologist recorded plant and animal species observed and mapped biological communities. Vegetation classification was based on the Holland scheme (Holland 1986). Vegetation was mapped in the field utilizing Global Positioning System (GPS) technology and then was downloaded into a geographic information system (GIS) format for mapping. All mapping and impact analysis was conducted using the GIS database. The biological surveys, impact analysis, and report have been prepared consistent with the City's Guidelines for Conducting Biological Surveys.

5.0 RESULTS

5.1 Study Site Location and Description

The project study site is approximately 6 acres in size and is located north and south of Juniper Street in the City of San Diego, California. The study site is located east of Felton Street, and west of Westland Avenue in the Juniper Canyon Open Space area. The study site is an undeveloped canyon adjacent to residential development and is predominantly characterized by natural vegetation. The surrounding land uses are undeveloped open space and residential development. The site is located on the USGS 7.5-minute series National City quadrangle (**Figure 1**).

5.2 Physical Characteristics

5.2.1 Topography and Drainage

Elevations in the project study site range from approximately 180 feet above mean sea level (MSL) in the bottom of the canyon to approximately 240 feet above MSL in higher parts of Juniper Street. In general, the topography of the site is characterized by a raised section of Juniper Street crossing in a westerly to easterly direction, a relatively steep canyon running from the north to the south. Juniper Canyon Open Space area includes a trailhead with stairs and compacted trails. There is a significant drop in the elevation from Juniper Street to the trailhead area, making access somewhat difficult and erosion a potential problem. An intermittent drainage channels flows from north to south through Juniper Canyon.

5.2.2 Soils

The U.S. Department of Agriculture (USDA), previously known as the Soil Conservation Service, has mapped 2 soil types in the study area: Redding-Urban land complex (RhC) and Terrace escarpments (TeF). General characteristics associated with these soils types are described below.

- **Redding-Urban land complex, 2 to 9% slopes:** This soil type is the least prevalent in the study area. It occurs in the developed portions of the study area, primarily in paved areas. The soil type includes areas of gravelly loam with paved urban/developed inclusions.
- **Terrace escarpments:** This soil type is the most prevalent in the study area and occurs in the Juniper Canyon portion of the project site. This soil type is usually made up of steep to very steep escarpments on the front of terraces or alluvial fans.

5.3 Biological Resources

The project study area for the Juniper Street ADA Sidewalk Project is characterized by non-native grassland, Diegan coastal sage scrub, southern mixed chaparral, mulefat scrub, ornamental, disturbed wetland, intermittent drainage, and disturbed land (**Figure**

2). Each of the vegetation communities, including associated common plant and wildlife species observed or expected to occur within these communities, are described below. **Figure 2** also provides a summary of vegetation community acreages on the site. A complete list of the flora and fauna recorded during surveys of the site is provided in **Appendix B**.

5.3.1 Vegetation Communities

Non-Native Grassland

Non-native grassland is an assemblage of non-native grasses and forbs. This vegetation community is common to southern California. Grass species in this community include ripgut brome (*Bromus diandrus*), red brome (*Bromus madritensis rubens*), and foxtail barley (*Hordeum murinum*). Common herbaceous species include filaree (*Erodium* spp.), shortpod mustard (*Hirschfeldia incana*), and wild radish (*Raphanus sativus*). Other species in this community include deerweed (*Lotus scoparius*), white sweetclover (*Melilotus alba*), and California sun cup (*Camissonia bistorta*). This area likely converted to non-native grassland from southern mixed chaparral as a result of residential development impacts (sewer installation impacts, etc.), trail use, or other disturbance. Approximately 0.54 acres of non-native grassland were mapped on the study site.

Diegan Coastal Sage Scrub

Diegan coastal sage scrub is comprised of low, soft-woody subshrubs to about 3 feet high, many of which are facultatively drought-deciduous. Dominant shrub species include California sagebrush (*Artemisia californica*), deerweed (*Lotus scoparius*), flat-top buckwheat (*Eriogonum fasciculatum* ssp. *fasciculatum*), black sage (*Salvia mellifera*), and white sage (*Salvia apiana*). The shrub layer in this community ranges from a continuous canopy and little understory to a more open canopy with widely-spaced shrubs and a well-developed understory. Native understory species present in this association include foothill needlegrass (*Nasella pulchra*), fascicled tarweed (*Deinandra fasciculata*), and wishbone bush (*Mirabilis californica* var. *californica*). Approximately 0.01 acre of coastal sage scrub was mapped on the study site adjacent to the existing Juniper Street.

Southern Mixed Chaparral

Southern mixed chaparral is a diverse mixture of sclerophyllous shrubs that occurs in the foothills of San Diego County and northern Baja California (Holland 1986). Southern mixed chaparral has a more pronounced community structure (canopy height and higher cover values) than other chaparral communities. Southern mixed chaparral typically occurs on north-facing slopes where microenvironmental conditions are more mesic. This community is widespread in San Diego County and as such exhibits a great deal of floristic variability between localities (Beauchamp, 1986). Chamise (*Adenostoma fasciculatum*), mission manzanita (*Xylococcus bicolor*), and scrub oak (*Quercus berberidifolia*) are the most widespread species, with other species becoming locally important. This community can be separated into granitic and mafic (e.g. gabbro)

subtypes based upon the substrate that the community occurs upon (Oberbauer, 1992). The floristic distinction between these two subtypes is not well known (Holland, 1986).

Mulefat Scrub

Mulefat scrub is a riparian shrub community that is strongly dominated by mulefat (*Baccharis salicifolia*), in association with several willow species (*Salix* sp.). In the absence of periodic flooding, this community would develop into a riparian woodland or forest (Holland 1986).

Disturbed Wetlands

Disturbed wetlands are communities that are dominated by exotic wetland species. These species have invaded sites that had been previously disturbed or are periodically disturbed. This perturbation regime has resulted in the displacement of native wetland species, and the subsequent colonization of these areas by exotics. Disturbed wetlands can be dominated by giant reed (*Arundo donax*), tamarisk (*Tamarix* spp.), and cocklebur (*Xanthium strumarium* var. *canadense*).

Disturbed Land

Disturbed land includes areas in which the vegetative cover comprises less than 10 percent of the surface area (disregarding natural rock outcrops) and where there is evidence of soil surface disturbance and compaction (e.g., grading); or where the vegetative cover is greater than 10 percent, there is soil surface disturbance and compaction, and the presence of building foundations and debris (e.g., irrigation piping, fencing, old wells, abandoned farming or mining equipment) resulting from legal activities (as opposed to illegal dumping). Vegetation on disturbed land (if present) will have a high predominance of nonnative, weedy species that are indicators of surface disturbance and soil compaction, such as Russian thistle (*Salsola tragus*), telegraph weed (*Heterotheca grandiflora*), horehound (*Marrubium vulgare*), and sow-thistle (*Sonchus oleraceus*). Although nonnative grasses may be present on disturbed land, they do not dominate the vegetative cover. Examples of disturbed land include recently graded firebreaks, graded construction pads, construction staging areas, off-road vehicle trails, and old home sites. On the project site the disturbed land includes areas trampled by pedestrians, trails, and roadside areas.

Intermittent Drainage

Intermittent drainages are characterized by seasonal drainage patterns that are sufficient enough to etch the landscape, but may not be sufficient enough to support hydrophytic vegetation. This habitat type would not satisfy the City's wetland definition unless hydrophytic vegetation is present, or lacking due to past human activity. This habitat type would most likely meet the definition of a waters of the U.S. subject to jurisdiction pursuant to Sections 404 and 401 of the Federal Clean Water Act and may fall under the jurisdiction of the California Department of Fish and Game Code. On the project site, the intermittent drainage is at the bottom of Juniper Canyon and is either straddled by

ornamental vegetation and disturbed area, or various riparian/wetland types as one progresses further up or down the canyon.

Ornamental Vegetation

Areas mapped as Ornamental vegetation on site are areas composed of horticultural or ornamental landscape species and are disconnected spatially from developed and landscaped portions of the site. In and adjacent to Juniper Canyon, the area mapped as ornamental is dominated by Acacia, iceplant, hottentot fig, pepper trees, and other escaped cultivars.

5.3.2 Wildlife Resources

The primary wildlife habitats on the property are the shrublands (coastal sage scrub and southern maritime chaparral communities) and the grasslands. Although residential development does occur on surrounding parcels, the property and surrounding open space areas provide relatively high quality habitat for urban wildlife.

Common reptiles species observed during the multiple surveys of the property include western fence lizard (*Sceloporus occidentalis*), southern alligator lizard (*Eligaria multicarinatus*), and gopher snake (*Pituophis catenifer*). Common bird species observed during the multiple surveys of the property include red-tailed hawk (*Buteo jamaciensis*), western scrub jay (*Aphelocoma coerulescens*), California towhee (*Pipilo crissalis*), northern mockingbird (*Mimus polyglottos*), mourning dove (*Zenaidura macroura*), Anna's hummingbird (*Calypte anna*), bushtit (*Psaltriparus minimus*), house finch (*Carpodacus mexicanus*), and black phoebe (*Sayornis nigricans*). The only common mammal sign observed in the project area was coyote (*Canis latrans*) scat. Other common mammal species typically found in the area may include house cat (*Felis domesticus*), domestic dog (*Canis familiaris*), striped skunk (*Mephitis mephitis*), and opossum (*Didelphis virginiana*).

5.4 Rare, Threatened, Endangered, Endemic, Sensitive, and MSCP Species

Special-status species are plant and animal species that have been afforded special recognition by federal, state, or local resource agencies or organizations. Listed and special-status species are of relatively limited distribution and may require specialized habitat conditions. Special-status species are defined as meeting one or more of the following criteria:

- Listed or proposed for listing under the state or federal Endangered Species acts;
- Protected under other regulations (e.g. Migratory Bird Treaty Act);
- CDFG Species of Special Concern;
- Listed as species of concern by CNPS or USFWS; or
- Receive consideration during environmental review under CEQA.

Special-status species considered for this analysis were based on queries of the CNDDDB for the areas within a five-mile radius of the site, CNPS literature, and field survey results. **Figure 3** depicts the locations of special-status species recorded in the CNDDDB within five miles of the site.

Table 1 includes the common name and scientific name for each species, regulatory status (federal, state, local, CNPS), habitat descriptions, and potential for occurrence on the site. The following set of criteria has been used to determine each species' potential for occurrence on the site:

- **Present:** Species is known to occur, based on CNDDDB records, and/or was observed onsite during the field survey(s).
- **May occur:** Species is known to occur on or near the site (based on CNDDDB or other records within 5 miles, and/or based on professional expertise specific to the site or species), and there is suitable habitat onsite.
- **Not likely to occur:** Species is known to occur in the vicinity of the site; however, there is poor quality or marginal habitat in the site. Alternatively, there is suitable habitat on the site, however, there are no records within a 5-mile radius and the species was not observed during surveys.
- **Absent:** Species is not known to occur on or in the vicinity of the site and there is no suitable habitat for the species in the site -OR- Species was surveyed for during the appropriate season with negative results for species occurrence.

Only those species that are known to be present or that have a high or low potential for occurrence will be discussed further following **Table 1**.

5.4.1 Special-Status Plants

Based on field observations, soils report review, and literature review specific to the special-status plants listed in **Table 1**, the potential for occurrence has been determined for each species.

The following species were eliminated from further consideration and were determined to be absent or not likely to occur on the project site. These species include San Diego thornmint (*Acanthomintha ilicifolia*), Del Mar manzanita (*Arctostaphylos glandulosa* ssp. *crassifolia*), San Diego sagewort (*Artemisia palmeri*), coastal dunes milk-vetch (*Astragalus tener titi*), Encinitas baccharis (*Baccharis vanessae*), golden-spines cereus (*Bererocactus emoryi*), Orcutt's brodiaea (*Brodiaea orcuttii*), seaside calandrinia (*Calandrinia maritima*), Lakeside ceanothus (*Ceanothus cyaneus*), Orcutt's pincushion (*Chaenactis glabriuscula orcuttiana*), Orcutt's spineflower (*Chorizanthe orcuttiana*), long-spined spineflower (*Chorizanthe polygonoides longspina*), sea dahlia (*Coreopsis maritima*), western dichondra (*dichondra occidnetalis*), short-leaved dudleya (*Dudleya blochmaniae* ssp. *brevifolia*), variegated dudleya (*Dudleya variegata*), San Diego button-celery (*Eryngium aristulatum parishii*), cliff spurge (*Euphorbia misera*), San Diego

marsh elder (*Iva hayesiana*), Orcutt's hazardia (*Hazardia orcuttii*), Coulter's goldfields (*Lasthenia glabrata* ssp. *coulteri*), Robinson's pepper-grass (*Lepidium virginisum robinsonii*), Nuttall's lotus (*Lotus nuttallianus*), willow monardella (*Monardella linoides* ssp. *viminea*), San Diego goldenstar (*Muilla clelandii*), spreading navarretia (*Navarretia fossalis*), coast woolly-heads (*Nemacaulis denudata denudata*), Torrey pine (*Pinus torreyana*), San Diego mesa mint (*Pogogyne abramsii*), and estuary seablite (*Sueda esteroa*).

Species that are Present or May Occur

California adolphia (*Adolphia californica*) typically grows on coastal slopes with sage scrub and/ or chaparral below 300 meters in elevation. Occurrences are recorded in Juniper Canyon. Suitable habitat occurs onsite, but it was not detected during surveys.

San Diego barrel cactus (*Ferocactus viridescens*) is a succulent species and is found in chaparral, coastal scrub, and grassland with exposed soils, usually on south-facing slopes. This species is conspicuous and was not detected onsite during surveys. The majority of the site is north and west facing, making the habitat less than ideal for this species.

Singlewhorl burrobrush (*Ambrosia monogyra*) species occurs in chaparral and coastal sage scrub with sandy soils. There is suitable habitat onsite and there is an occurrence less than a mile away in the same watershed. However, none were detected onsite during multiple surveys.

Palmer's goldenbush (*Ericameria palmeri palmeri*) species occurs in more mesic areas of coastal sage scrub and chaparral. Suitable habitat does exist onsite and occurrences are recorded just down Juniper Canyon. However, it is a perennial evergreen shrub with a long blooming period, so it would most likely have been detected during multiple survey visits, and was not.

Shaw's agave (*Agave shawii*) grows on coastal bluffs with sandstone concretion soils, sage scrub and/ or maritime succulent scrub. Suitable habitat is onsite, but it was not detected in the project area during surveys.

San Diego ambrosia (*Ambrosia pumila*) species occurs in floodplains and terraces with open scrub or grassland, including disturbed sites. This species would likely have been detected during surveys if present, and known populations well documented in the area.

Table 1 — Special-Status Species Potentially Occurring on the Study Site or in the Vicinity

Scientific Name	Common Name	Federal Status	State Status	CNPS Status	MSCP	General Habitat	Potential for Occurrence
Invertebrates							
<i>Branchinecta sandiegonensis</i>	San Diego fairy shrimp	FE No	ne		X	Vernal pools and seasonal depressions, restricted to mesas and other areas with suitable soils.	Not likely to occur; no suitable habitat or soils occur onsite; topography not suitable to support ponding; habitat would have been detected during surveys if present.
<i>Cicindela hirticollis gravida</i>	Sandy beach tiger beetle	FSC None				Sandy dunes and intertidal areas of the immediate coastline with light-colored sand.	Not likely to occur; no suitable habitat onsite.
<i>Cicindela senilis frosti</i>	Tiger beetle					Salt marsh	Not likely to occur; no suitable habitat onsite.
<i>Cicindela latesignata latesignata</i>	Tiger beetle	None No	ne			Salt marsh	Not likely to occur; no suitable habitat onsite.
<i>Danaus plexippus</i>	Monarch butterfly	None No	ne			Roost sites along the coast from northern Mendocino County to Baja California, roosts located in wind-protected tree groves with nectar and water sources nearby.	Not likely to occur; no roosting habitat present onsite; potentially occurs in forested areas adjacent to site and in nearby Balboa Park.
<i>Tryonia imitator</i>	California brackishwater snail	None No	ne			Coastal wetlands with brackish water.	Not likely to occur; no suitable habitat onsite.
Amphibians							
<i>Scaphiopus hammondi</i>	Western spadefoot	FSC CSC				Sandy or gravelly soil in grasslands, open chaparral and pine-oak woodlands, coastal sage scrub; vernal pools or freshwater marshes are essential for breeding.	Not likely to occur; no suitable breeding habitat; extirpated throughout much of southern California.

Scientific Name	Common Name	Federal Status	State Status	CNPS Status	MSCP	General Habitat	Potential for Occurrence
Reptiles							
<i>Cnemidophorus hyperythrus beldingi</i>	Orange-throated whiptail	None	CSC		X	Low-elevation coastal scrub, chaparral, and valley-foothill hardwood habitats. Prefers washes and other sandy areas with patches of brush and rocks. Perennial plants necessary for its major food-termites.	May occur; This species was not detected on site during surveys, but suitable habitat exists.
<i>Thamnophis hammondi</i>	two-striped garter snake	None	CSC			Found near pools, creeks, cattle tanks, and other water sources, often in rocky areas in oak woodland, chaparral, brushland, and coniferous forest.	Not likely to occur; no suitable habitat (perennial water) exists onsite.
<i>Lichanura(Charina) trivirgata roseofusca</i>	Coastal rosy boa	FSC	None			Scrub habitats with rock outcrops. Once common on the coast, now typically found in inland locations.	Not likely to occur; no rock outcrops onsite, not observed during multiple surveys of site.
<i>Phrynosoma coronatum blainvillei</i>	Coast (San Diego) horned lizard	None	CSC		X	Coastal sage scrub and chaparral.	May occur; suitable habitat exists. The preferred prey item for this species (harvester ants) was not detected onsite.
Birds							
<i>Aimophila ruficeps canescens</i>	Southern California rufous-crowned sparrow	None	CSC		X	Coastal sage scrub and sparse mixed chaparral, often in steep or rocky terrain	May occur; suitable habitat exists, but not observed during multiple surveys of site.
<i>Campylorhynchus brunneicapillus sandiegoense</i>	Coastal (San Diego) cactus wren	None	CSC		X	Coastal sage scrub usually with abundant cactus patches.	Not likely to occur; no suitable habitat onsite.
<i>Charadrius alexandrinus nivosus</i>	Western snowy plover	FT	CSC		X	Coastal sandy beaches, dunes, and estuary habitats	Not likely to occur; no suitable habitat onsite.
<i>Laterallus jamaicensis coturniculus</i>	California black rail	FSC	CT			Coastal wetlands.	Not likely to occur; no suitable habitat onsite; extirpated from the county.

Scientific Name	Common Name	Federal Status	State Status	CNPS Status	MSCP	General Habitat	Potential for Occurrence
<i>Polioptila californica californica</i>	Coastal California gnatcatcher	FT CSC			X	Coastal sage scrub below 2500 feet in elevation. Low, coastal sage scrub, in arid washes, on mesas and slopes.	May occur; Only a very small patch of coastal sage scrub exists in the project area, and the proposed impacts are <0.01 acre; CNDDDB occurrences just down Juniper Canyon and in the area (three occurrences within a mile of the project area), so the project area could function as a movement corridor between suitable habitat. No suitable breeding habitat onsite.
<i>Sterna antillarum browni</i>	California least tern	FE	CE		X	Coastal beaches and saltflats.	Not likely to occur; no suitable habitat onsite.
<i>Vireo bellii pusillus</i>	Least Bell's vireo	FE CE			X	Willow and mulefat dominated riparian forests and woodlands.	Not likely to occur; no suitable habitat onsite. No riparian woodland or forest habitat onsite.
Mammals							
<i>Taxidea taxus</i>	American Badger	None SC			X	Shrub, forest, and herbaceous habitats, with friable soils. Need sufficient food and friable soils. Preys on burrowing rodents.	Not likely to occur; limited suitable habitat present; no local records; none detected during surveys.
<i>Perognathus longimembris pacificus</i>	Pacific pocket mouse	FE CSC				Coastal areas with sandy substrates and sparse vegetation.	Not likely to occur; species not likely to occur in the county.
<i>Lepus californicus bennettii</i>	San Diego black-tailed jackrabbit	None CSC				Grasslands, open scrub habitats, disturbed areas, and agricultural fields.	Not likely to occur; suitable habitat exists in small patches; not observed during multiple surveys of site. Species prefers more open level habitat.
<i>Neotoma lepida intermedia</i>	San Diego desert woodrat	None CSC				Sagebrush scrub, annual grassland, chaparral, and desert scrubs, often with cactus patches, rock outcrops, or rock piles.	Not likely to occur; limited suitable habitat exists.

Scientific Name	Common Name	Federal Status	State Status	CNPS Status	MSCP	General Habitat	Potential for Occurrence
<i>Onychomys torridus ramona</i>	Southern grasshopper mouse	FSC CSC				Coastal scrub, chaparral, and desert scrub communities with sandy soils.	Not likely to occur; limited suitable habitat exists no signs observed in the project area.
Plants							
<i>Acanthomintha ilicifolia</i>	San Diego thorn-mint	FT CE		1B	X	Openings in chaparral and sage scrub with clay soils.	Absent; Suitable clay soils not present onsite, not detected during surveys.
<i>Adolphia californica</i>	California adolphia	None	None	2		Coastal slopes with sage scrub and/ or chaparral below 300 meters.	May occur; Occurrences are recorded in Juniper Canyon. Suitable habitat onsite, but not detected during surveys.
<i>Agave shawii</i>	Shaw's agave	FSC	None	2	X	Coastal bluffs with sandstone concretion soils, sage scrub and/ or maritime succulent scrub.	Not likely to occur; Suitable habitat onsite, but not detected in the project area during surveys. The agave plants to be protected in place are <i>Agave americana</i> .
<i>Ambrosia monogyra</i>	singlewhorl burrobrush	None	None	2		Chaparral and coastal sage scrub with sandy soils.	May occur; Suitable habitat onsite and there is an occurrence less than a mile away in the same watershed. However, none were detected onsite during multiple surveys. Because it is found in the area and is a low sensitivity species, it was included in the revegetation planting palette.
<i>Ambrosia pumila</i>	San Diego ambrosia	FE	None	1B	X	Floodplains and terraces with open scrub or grassland, including disturbed sites.	Not likely to occur; would likely have been detected during surveys if present; known populations well documented.
<i>Artemisia palmeri</i>	San Diego sagewort	None	None	2		Within chaparral, coastal scrub, oak woodland, riparian woodland adjacent to creeks and drainages. Occurs from low elevations to the foothills.	Not likely to occur; typically microhabitat is not present in the project area; would likely have been detected during surveys if present, but no impacts to its microhabitat are proposed.

Scientific Name	Common Name	Federal Status	State Status	CNPS Status	MSCP	General Habitat	Potential for Occurrence
<i>Astragalus tener titi</i>	Coastal dunes milk-vetch	FE	CE	1B	X	Coastal dunes within the fogbelt.	Absent ; no suitable habitat onsite; likely extirpated from county; not detected during multiple surveys.
<i>Atriplex pacifica</i>	South coast saltscale	None	None	1B		Coastal scrub, coastal bluff scrub, playas, chenopod scrub. Alkali soils. 1-500m.	Not likely to occur ; suitable habitat does not exist onsite; soils not alkali on project site; not detected onsite during surveys.
<i>Bererocactus emoryi</i>	Golden-spined cereus	None	None	2		Coastal belt below 600 feet, chaparral, sage scrub usually with clay soils.	Not likely to occur ; preferred microhabitat not present on site; would likely have been detected during surveys if present.
<i>Brodiaea orcuttii</i>	Orcutt's brodiaea	None	None	1B	X	Moist grasslands along vernal swales and periphery of vernal pools	Absent ; no suitable habitat onsite; not detected during multiple surveys.
<i>Ceanothus verrocosus</i>	Wart-stemmed ceanothus	None	None	2	X	Coastal slopes with chaparral and sage scrub.	May occur ; numerous records in the area; would likely have been detected during surveys if present.
<i>Centromadia parryi</i> ssp. <i>australis</i>	Southern tarplant	None	None	1B		Grasslands with alkaline soils and the periphery of salt marsh.	Not likely to occur ; No suitable habitat onsite.
<i>Chorizanthe orcuttiana</i>	Orcutt's spineflower	FE	CE	1B		Coastal sage scrub and chaparral vegetation.	Not likely to occur ; only known from single occurrence in Encinitas.
<i>Chorizanthe polygonoides longispina</i>	Long-spined spineflower	None	None	1B		Sparsely populated clay substrate areas, periphery of vernal pools and vernal seeps.	Not likely to occur ; suitable habitat not present onsite.
<i>Comarostaphylis diversifolia</i> ssp. <i>diversifolia</i>	Summer holly	FSC	None	1B		Cismontane foothills below 700 meters in mixed chaparral.	Not likely to occur ; suitable habitat onsite; however, would likely have been detected during surveys if present in the project area. More common in the foothills.
<i>Coreopsis maritima</i>	Sea dahlia	None	None	2		Coastal sloped below 150 meters supporting sage scrub and/ or chaparral.	Not likely to occur ; would likely have been detected during surveys if present.

Scientific Name	Common Name	Federal Status	State Status	CNPS Status	MSCP	General Habitat	Potential for Occurrence
<i>Dudleya variegata</i>	Variegated dudleya	None	None	1B	X	Grasslands with clay soils	Absent ; suitable soils not present onsite; not detected during multiple surveys.
<i>Ericameria palmeri palmeri</i>	Palmer's goldenbush	None	None	1B	X	More mesic areas of coastal sage scrub and chaparral.	May occur ; suitable habitats exist onsite and occurrences are recorded just down Juniper Canyon. However, it is a perennial evergreen shrub with a long blooming period, so it would most likely have been detected during multiple survey visits.
<i>Eryngium aristulatum parishii</i>	San Diego button-celery	FE CE		1B	X	Vernally moist swales and vernal pools.	Absent ; no suitable habitat onsite; not detected during multiple surveys.
<i>Ferocactus viridescens</i>	San Diego barrel cactus	FSC	None	2	X	Chaparral, coastal scrub, and grassland with exposed soils, usually south-facing slopes.	Not likely to occur ; would likely have been detected during surveys if present. The project area is primarily north-facing.
<i>Lasthenia glabrata ssp. coulteri</i>	Coulter's goldfields	None	None	1B		Coastal salt marshes, playas, valley and foothill grasslands, vernal pools. Usually found on alkaline soils in playas, sinks, and grasslands. 1-1400m.	Not likely to occur ; suitable soils not present onsite; not detected during surveys.
<i>Lotus nuttallianus</i>	Nuttall's lotus	None	None	1B	X	Coastal dunes with sandy soils.	Absent ; no suitable soils onsite; not detected during multiple surveys.
<i>Muilla clevelandii</i>	San Diego goldenstar	None	None	1B	X	Vernally moist grasslands, mima mound topography; clay soils.	Absent ; no suitable habitat onsite; not detected during multiple surveys.
<i>Navarretia fossalis</i>	Spreading navarretia	FT	None	1B	X	Vernal pools and swales.	Absent ; no suitable habitat onsite; not detected during multiple surveys.
<i>Nemacaulis denudata denudata</i>	Coast woolly-heads	None	None	2		Coastal dunes with sandy soils.	Absent ; no suitable habitat onsite; not detected during multiple surveys.

Scientific Name	Common Name	Federal Status	State Status	CNPS Status	MSCP	General Habitat	Potential for Occurrence
<i>Pogogyne abramsii</i>	San Diego mesa mint	FE	CE	1B	X	Vernal pools and swales.	Absent ; no suitable habitat onsite; not detected during multiple surveys.
<i>Quercus dumosa</i>	Nuttall's scrub oak	FSC None	None	1B		Chaparral, coastal scrub with sandy, clay, or loam soils.	May occur ; suitable habitat exists in the project area; however, not detected onsite during surveys of the project area. Habitat very dense onsite.
<i>Sueda esteroa</i>	Estuary seablite	None	None	4		Periphery of coastal salt marshes.	Absent ; no suitable habitat onsite; not detected during multiple surveys.

Wart-stemmed ceanothus (*Ceanothus verrucosus*) is a perennial shrub species found in southern maritime and southern mixed chaparral communities. The distribution of this species is limited to western San Diego County and Baja California. Suitable habitat exists onsite and historical records of the occurrence of the species exist in the vicinity of the project site. This species was not detected in the project area during survey visits.

Summer holly (*Comarostaphylis diversifolia* ssp. *diversifolia*) is a perennial shrub species found in southern maritime and southern mixed chaparral communities. This species is found throughout southern California. Suitable habitat exists onsite and historical records of the occurrence of the species exist in the vicinity of the project site. However, this species is more commonly found in the foothills to the east. This species was not detected on the site during multiple survey visits.

Nuttall's scrub oak (*Quercus dumosa*) is a perennial shrub species found in southern maritime and southern mixed chaparral communities. This species is found throughout coastal southern California. Scrub oak (*Quercus berberidifolia*) replaces Nuttall's scrub oak at more inland locations. Several of these local oak species are known to hybridize. Suitable habitat exists onsite and historical records of the occurrence of the species exist in the vicinity of the project site. This species was not detected on the site during survey visits of the project area.

5.4.2 Special-Status Animals

The following species were eliminated from further consideration and were determined to be absent or not likely to occur on the project site. These species include San Diego fairy shrimp (*Branchinecta sandiegonensis*), sandy beach tiger beetle (*Cicindela hirticollis*), tiger beetle (*Cicindela senilis frosti*), tiger beetle (*Cicindela latesignata latesignata*), monarch butterfly (*Danaus plexippus*), California brackishwater snail (*Tryonia imitator*), western spadefoot (*Scaphiopus hammondi*), coastal rosy boa (*Lichanura trivirgata roseofusca*), Bell's sage sparrow (*Amphispiza belli*), Belding's savannah sparrow (*Passerculus sandwichensis beldingi*), burrowing owl (*Athene cunicularia*), coastal cactus wren (*Campylorhynchus brunneicapillus sandiegoense*), western snowy plover (*Charadrius alexandrinus nivosus*), California black rail (*Laterallus jamaicensis coturniculus*), light-footed clapper rail (*Rallus longirostris levipes*), California least tern (*Sterna antillarum browni*), least Bell's vireo (*Vireo bellii pusillus*), American badger (*Taxidea taxus*), Pacific pocket mouse (*Perognathus longimembris pacificus*), San Diego black-tailed jackrabbit (*Lepus californicus bennettii*), San Diego desert woodrat (*Neotoma lepida intermedia*), and southern grasshopper mouse (*Onychomys torridus ramona*).

Orange-throated whiptail (*Cnemidophorus hyperythrus beldingi*) is a small lizard species strongly associated with coastal sage scrub habitat. This species is found throughout southern California and northern Baja California. The species was not detected on the site during biological surveys of the site. There is a moderately high potential for the species to occur on the site.

Coast horned lizard (*Phrynosoma coronatum blainvillei*) is a small lizard species found throughout southern California. This species is found in arid regions with sparse vegetation on sandy soils. The distribution of this species is likely associated with the presence of the prey species, harvester ants. This species was not detected during multiple surveys but may occur on the project site.

Southern California rufous-crowned sparrow (*Aimophila ruficeps canescens*) is found throughout southern California and Baja California. The species is found in grassland, scrub, and sparse chaparral, typically with steep or rocky terrain. This species was not detected during surveys but may occur on the project site.

Coastal California gnatcatcher (*Poliophtila californica californica*) is a small songbird that occurs in coastal sage scrub habitat in southern California and Baja California. The species has been eliminated from a majority of its historic range due to loss of habitat. The species has been detected numerous times in the canyon areas near the project site (CNDDDB 2011). No individuals were observed during biological surveys, and suitable nesting habitat (intact coastal sage scrub habitat), but marginal habitat exists on the project site and Juniper Canyon may serve as a movement corridor and foraging habitat between more suitable habitat areas.

Several species of raptors (birds of prey) have been observed foraging in the vicinity of the project site and there is potential for nesting of these species in the surrounding Torrey pines (at least 300' away). Turkey vulture (*Cathartes aura*) and red-tailed hawk (*Buteo jamaicensis*) were observed in the vicinity the site. Nesting raptors are protected under the Migratory Bird Treaty Act (MBTA) and the California Department of Fish and Game (CDFG) Code. Although the project area likely provides foraging habitat for raptors, the site is not likely to provide suitable nesting habitat for these species due to the absence of tall trees.

5.5 Other Sensitive Resources

Other sensitive resources include habitats that are of special concern to resource agencies or those that are protected under CEQA, Section 1600 of the California Fish and Game Code, and/or Sections 401 and 404 of the Clean Water Act. Other sensitive resources also include wildlife migration corridors that provide for movement for species.

5.5.1 Jurisdictional Resources

Three habitat types that are either wetlands or other non-wetland waters occur on the project site. These habitats include intermittent drainage, disturbed wetland, and mulefat scrub, and are part of the Chollas Creek watershed that eventually flows into San Diego Bay. The entire site was surveyed for any feature potentially subject to the jurisdiction of federal, state, and local agencies and these habitat types were detected. The wetland and drainage features occur at the bottom of Juniper Canyon and no impacts are proposed as part of the project. It will be important to utilize and properly install and maintain Best Management Practices (BMP's) adjacent to these areas, especially along the northern

extent of the impacts to prevent sediment and other pollutants from entering the Juniper Canyon drainage.

5.5.2 Wildlife Migration Corridors

Wildlife movement zones are important for the movement of migratory wildlife populations. Corridors provide foraging opportunities and shelter during migration. Generally, wildlife movement zones are established migration routes for many species of wildlife. Movement corridors often occur in open areas or riverine habitats that provide a clear route for migration in addition to supporting ample food and water sources during movement.

The Multi-Habitat Planning Area (MHPA) of the Multiple Species Conservation Plan (MSCP) was designed to capture the key biological core and linkage areas within the City. MHPA encompasses the majority of the project site. The relatively small project site is adjacent to a roadway on the south and adjacent to residential development on the east and west. However, the MHPA boundary encompasses Juniper Canyon, which is an important urban wildlife corridor, and would be considered an important habitat for local wildlife species. The design of the project is not expected to change existing wildlife movement corridors and supports the movement of wildlife as it exists prior to project implementation.

6.0 IMPACTS AND MITIGATION MEASURES

Three types of impacts to biological resources are considered: direct impacts, indirect impacts, and cumulative impacts. Direct impacts are those that directly remove or destroy resources in the proposed project area. Indirect impacts result from the effects of the construction or operation of the proposed project on the surrounding resources. Both direct and indirect impacts can be either temporary or permanent. All the projects and activities in a region contribute to the cumulative impact on biological resources for the region.

6.1 Direct Impacts

Direct impacts will result from the development an American Disabilities Act (ADA) compliant sidewalk to improve accessibility and safety. The project site is located almost entirely inside the MHPA boundary, but minimizes impacts to sensitive resources according to Section II.A.2 of the City of San Diego Biology Guidelines (Biology Guidelines), which provides for consistency with the multi-habitat preservation goals. Additionally, the proposed onsite revegetation areas are also located within the MHPA area.

The project site is located within the City's MHPA; therefore, the proposed project has been designed to avoid and minimize impacts to biological resources in an effort to provide consistency with multiple habitat planning goals for the area while meeting the objectives of the project. The objective of the proposed project is to provide safe ADA access along Juniper Street, because there is currently no pedestrian access without walking in the Juniper Street vehicle lanes. The design and layout of the proposed project has been iteratively developed to conform, to the greatest extent possible, to the existing landforms and to avoid Environmentally Sensitive Lands (ESLs). The following provides a discussion of the design and plan features incorporated into the proposed project to address ESLs.

The development area has been situated on the site to avoid, to the extent possible, the most sensitive vegetation communities. No Tier I communities (i.e., southern maritime chaparral) exist in the project area, and Tier II habitat are almost completely avoided except one small area of Diegan coastal sage scrub adjacent to the existing road. Additionally, the project is designed to avoid impacts to the vegetated/landscaped areas that do not need to be impacted. For example, the American agave plants that exist on the project site will be protected in place. Numerous water quality measures have been incorporated into the project to avoid potential indirect impacts to adjacent resources (see **Section 6.2** for further discussion). During the design process, the project footprint was shifted away from the adjacent ESL's and retaining walls were added to minimize fill slopes that would encroach further into the MHPA and its sensitive habitats. In order to meet the objectives of the project while conforming to the numerous setback requirements, existing easements, and requirements of the various City departments, some impacts to ESL's were considered unavoidable, but are very small and adjacent to existing development. For all unavoidable impacts, **Section 6.4** provides sufficient

mitigation to reduce these impacts below a level of significance consistent with City of San Diego guidelines. **Table 2** provides a summary of the impact analysis for the proposed project. The proposed site design and impact analysis for the project is provided in **Figure 4**.

Table 2 — Vegetation Communities Impact Analysis for the Study Site

Vegetation Community	Upland Habitat Tier ¹	Perm. Impact Acreage inside the MHPA ²	Perm. Impact Acreage outside the MHPA ²	Temp. Impact Acreage inside the MHPA ²	Temp. Impact Acreage outside the MHPA ²	Mitigation Ratio (Habitat Acquisition Fund [HAF] Deposit Amount) ³	Onsite Revegetation Acreage (Vegetation Community) ⁴
Diegan Coastal Sage Scrub	II <0.	01	0.00	<0.01 ⁵ 0.	00	1:1 (\$385 ⁵)	<0.01 (coastal sage scrub/chaparral)
Disturbed Land	IV	<0.01	0.00	0.01	0.00	0:1(\$0.00)	0.01 (chaparral)
Disturbed Wetland	n/a: wetland	0.00 0.	00	0.00 0.	00	n/a	n/a
Intermittent Drainage	n/a: wetland	0.00	0.00	0.00	0.00	n/a	n/a
Mulefat Scrub	n/a: wetland	0.00	0.00	0.00	0.00	n/a	n/a
Non-native Grassland	IIIB	0.06 <0.	01	0.06 <0.	01	1:1(\$4,620)	0.06 (coastal sage scrub/chaparral)
Ornamental	IV	0.03 <0.	01	0.02 <0.	01	0:1(\$0.00)	0.02 (coastal sage scrub/chaparral)
Southern Mixed Chaparral	IIIA 0.	02	<0.01	0.05	0.00	1:1(\$2,695)	0.05 (coastal sage scrub/chaparral)
Total		0.11 <0.	01	0.14 <0.	01	\$7,700* 0.	14⁵

* HAF payment calculation = \$7,000, plus 10% admin fee of \$700 for a total of \$7,700.

¹ Mitigation ratios vary depending on location of the impacts and mitigation relative to the MHPA (inside/outside) and their habitat tier.

² Impact analysis is based on the site design for the Juniper Street ADA Sidewalk Project (90% Submittal) provided by O'Day Consultants.

³ Permanent and temporary impacts will be mitigated through monetary compensation (monies deposited in the City of San Diego's Habitat Acquisition Fund – Fund #20040) according to Section III.B.1.c.(4) in the Biology Guidelines. A ten percent fee will be added to the total for administrative costs. In order to use the Habitat Acquisition Fund the mitigation ratio for inside MHPA habitat and impacts must be used.

⁴ For temporary impacts, onsite revegetation is proposed entirely inside the MHPA with native species.

⁵ For the purposes of mitigation fund calculations, the area of temporary coastal sage scrub impact was rounded up to 0.01, but onsite revegetation will be limited to the area that is temporarily disturbed. Monetary values are based on the current cost of \$35,000 per acre plus a 10 percent administrative fee. However, in the event Habitat Acquisition Fund payment fees increase, the most current rates must be used for payment.

6.1.1 Vegetation Communities and Other Land Cover

Impacts to vegetation communities from the proposed project total 0.25 acre, which includes 0.01 acre of impact to disturbed land, 0.01 acre of impact to disturbed coastal sage scrub, 0.12 acre of impact to non-native grassland, 0.05 acre of ornamental vegetation, and 0.07 acre of impact to southern mixed chaparral.

The non-native grassland community is considered a sensitive vegetation community (Tier IIIB) under the City's ESL regulations. Impacts to 0.12 acres of non-native grassland would be considered significant but would be mitigated below a level of significance by implementing the mitigation measures described in **Section 6.4**. In order to avoid additional impacts outside the impact area for the proposed project, avoidance measures have also been proposed.

The Diegan coastal sage scrub community is considered a sensitive vegetation community (Tier II) under the City's ESL regulations and is potentially suitable habitat for special-status plant and animal species. Impacts to <0.01 acre of Diegan coastal sage scrub would be considered significant but would be mitigated below a level of significance by implementing the mitigation measures described in **Section 6.4**. In order to avoid additional impacts outside the impact area for the proposed project, avoidance measures have also been proposed. This very small area of coastal sage scrub is immediately adjacent to Juniper Street and is disconnected from like habitat types. While this habitat is ecologically viable, it is not considered suitable habitat for sensitive animal species that prefer much larger coastal sage scrub habitats. Sensitive species generally prefer much larger contiguous areas of coastal sage scrub with more diversity in microhabitat and plant species composition.

The southern mixed chaparral community is considered a sensitive vegetation community (Tier IIIA) under the City's ESL regulations and is potentially suitable habitat for special-status plant and animal species. Impacts to 0.07 acres of southern mixed chaparral would be considered significant but would be mitigated below a level of significance by implementing the mitigation measures described in **Section 6.4**. In order to avoid additional impacts outside the impact area for the proposed project, avoidance measures have also been proposed, as noted previously, including construction of a retaining wall to reduce the project footprint.

6.1.2 Listed and Special-Status Species

Wart-stemmed ceanothus, San Diego ambrosia, Summer holly, Nuttall's scrub oak, Palmer's goldenbush, California adolphia, San Diego barrel cactus, singlewhorl burrobush, and Shaw's agave were all special-status plant species with the potential to occur on the property but were not detected during multiple surveys of the site. Impacts to potential habitat for these species would be considered less than significant and no specific mitigation measures would be required. All other special-status plant species were considered absent or not likely to occur, and no impacts to these species would be anticipated.

Coastal California gnatcatcher is a federally threatened species and is a MSCP covered species (this species is not an MSCP narrow endemic). Although their primary habitat is coastal sage scrub, present in a very limited area on the project site, it is known the use the coastal sage scrub areas of the MHPA and could use this area of Juniper Canyon for a movement corridor between its preferred habitats. Impacts to habitat for this species would be potentially considered significant but would be mitigated below a level of significance through the implementation of the habitat-based mitigation measures described in **Section 6.4**, which are consistent with the City of San Diego’s Biology Guidelines for mitigation. Additionally, the small patch of coastal sage scrub onsite is not large and diverse enough to support nesting gnatcatchers, so it would only be considered stopover habitat between better habitat areas. These measures are consistent with the City of San Diego’s Biology Guidelines for mitigation.

Orange-throated whiptail, Coast horned lizard, and Southern California rufous-crowned sparrow, were all special-status animal species with the potential to occur on the property but were not detected during site investigations. Impacts to potential habitat for these species would be considered less than significant and no specific mitigation measures would be required. All other special-status animal species were considered absent or not likely to occur, and no impacts to these species would be anticipated.

The project site likely provides marginal foraging habitat for raptors but is not likely to provide suitable nesting habitat for these species. The development of the relatively small area on this site (0.25 acres) is not likely to result in a significant impact to raptor foraging habitat; therefore, specific mitigation measures would not be required. Compensatory habitat mitigation for impacts to vegetation communities, consistent with the City’s guidelines, will provide compensation for any loss of raptor foraging habitat.

6.1.3 Other Sensitive Resources

Three features that potentially would be considered wetlands or other waters by federal, state, or City definitions occur on the property. However, the project was specifically designed to avoid these resources. Therefore, no impacts to these resources would occur from the proposed project. During revegetation, however, two small intermittent drainages downslope of the project will need to be protected and avoided. BMP’s are specified in this area to avoid impacts to this sensitive resource. Replacement of temporary impacts with native vegetation will result in a net benefit in the long-term to the resources that may be affected during the revegetation process.

The site is considered to provide for important urban wildlife movement and some potential for migratory bird nesting; however, these impacts would be mitigated to less than significant through avoidance of sensitive nesting times and/or pre-construction nesting surveys, minimization of the construction footprint, near total avoidance of ESL’s, and mitigation of unavoidable impacts through revegetation of temporarily disturbed land and ornamental vegetation areas to native coastal sage scrub/chaparral habitats within the MHPA boundary, resulting in improved wildlife conditions after the project.

As discussed in **Section 5.5.1**, Juniper Canyon is a tributary to Chollas Creek, an important watershed in south San Diego that flows into San Diego Bay. The proposed project will not result in any direct impacts to wetlands or wetland buffers, and will result in some conversion of ornamental and disturbed areas to native upland habitat. The result should be a more stable watershed area. **Section 6.2** provides a discussion on stormwater management features of the project designed to prevent any water quality impacts to surrounding resources.

6.1.4 Consistency with the MSCP

The project site is located almost entirely inside the MHPA area; therefore, impacts to MSCP planning areas or wildlife corridors would result from the proposed project. Section 6.1 provides a discussion of the avoidance and minimization measures incorporated into the proposed project to address MSCP and ESL resources. **Section 6.2** provides a complete analysis of potential indirect effects and MHPA adjacency. The mitigation measures identified in **Section 6.4** have been developed to be consistent with the MSCP guidelines and City of San Diego Biology Guidelines. Additionally, City of San Diego linear projects within the MHPA are directed to mitigate according to Table 3 of the City of San Diego Biology Guidelines. Based on the analyses provided in these sections, the proposed project is considered to be consistent with the MSCP.

6.2 Indirect Impacts

Indirect impacts of the project would potentially include temporary construction-related noise, temporary construction-related erosion and sedimentation, potential increased permanent human presence, and a small but permanent increase in stormwater and nuisance runoff. These indirect effects have been evaluated to determine their potential to affect the MHPA resources.

6.2.1 Noise

Due to the relatively small project site and the current use, long-term noise impacts are expected to be limited and insignificant. Temporary construction noise impacts to wildlife in the vicinity of the project would be considered significant, but would be mitigated to below a level of significance by implementation of noise mitigation measures included in **Section 6.4**.

6.2.2 Human Presence

Due to the nature of the project (i.e., ADA sidewalk construction), an increase in human presence is anticipated to result from the project; however, this type of development is consistent with adjacent parcels and current use. Additionally, the project area is currently a popular walking area, but is unsafe without a designated pedestrian throughway. The MHPA areas directly adjacent to the property are characterized by thick vegetation and steep slopes, making access to these areas difficult. However, the project area also includes an unofficial and discreet trailhead and maintains access to Juniper Canyon and the MHPA via an existing rough stairway constructed of railroad

ties. Continued human and/or pet movement between the new sidewalk and the MHPA is expected. Although a fence is proposed, as described in **Section 6.4**, to mitigate the potential for these impacts, it is anticipated that this type of access to the area will continue to include human and pet movement in the MHPA. It is difficult to predict the use of Juniper Canyon, but it is currently a popular hiking destination in the area, so continued use is not expected to result in a dramatic change to existing conditions. The permanent increase in human presence would be considered a less than significant indirect impact on adjacent biological resources upon implementation of recommended mitigation measures and because its current use will be only minimally increased, but not changed.

6.2.3 Lighting

Due to the nature of the project, a long-term increase in lighting effects is not anticipated. There are no lights proposed that do not exist already in the adjacent residential development. Due to the sensitivity of adjacent MHPA resources, exterior lighting has the potential to indirectly affect wildlife in these areas. Construction work will be limited to daytime hours as much as possible. Special considerations should be taken to keep light away from natural areas if night work is necessary.

6.2.4 Invasives

Street and sidewalk development often include a landscaping component that introduces horticultural species not typically found in natural areas. Some species used for landscaping are known to be invasive and can out compete native plant species. This can be especially detrimental in MHPA areas and ESL's. The landscape plans for the proposed project (Foothill Associates 2011) include the use of only native and non-invasive species in the plant palette, and include conversion of ornamental vegetation and disturbed land to more valuable native coastal sage scrub and chaparral habitats. These revegetation areas will be monitored and maintained to minimize invasive plants according to the schedule detailed in the plans.

6.2.5 Drainage

The proposed project is located within the MHPA including the drainage and wetlands of Juniper Canyon, which are part of the Chollas Creek watershed, and eventually flows into the San Diego Bay; therefore, water quality and storm water management are important potential indirect impacts to consider for the proposed project. Below is a discussion of the potential temporary (i.e., construction) and long-term water quality effects of the proposed project.

- Temporary erosion and sedimentation are typical concerns for projects that involve grading and other ground disturbance activities. Erosion of exposed soils can cause sedimentation into adjacent areas outside of the project site. These effects depend on the size of the project, the topography of the area, and the control measures employed. The proposed project site will disturb approximately 0.25 acres of land but on a site with a moderate to steep gradient. 0.14 acres of the ground disturbance

is temporary and will be revegetated according to the native restoration plans, which include both temporary erosion and sediment control during restoration and long-term erosion and sediment control measures (permanent native vegetation). Temporary construction-related erosion and sedimentation will be avoided by the implementation of Best Management Practices (BMP's) and proper delineation of project boundaries by the project biologist. These measures may include, but are not limited to, silt fencing, straw wattles, sand bags, filtered inlets, stabilized construction entrance, high-visibility fencing of project limits, and similar BMP's. These measures are summarized in **Section 6.4** and are expected to successfully avoid significant impacts during construction-phase activity.

- The proposed project would potentially result in an increase in permanent stormwater runoff generated from the site because of the construction of a new sidewalk (impervious surface). However, the site design includes treatment BMPs to reduce any potential effects of the project on water quality, and the revegetation for temporary impacts includes conversion of disturbed land and ornamental vegetation to native habitat that will better prevent erosion and result in less unvegetated area/bare dirt. Site grading includes drainage that enters into the existing storm drain boxes/catch basins. After leaving these catch basins, runoff will travel through the existing storm drain infrastructure until it ultimately discharges into downstream in Juniper Canyon. This flow is necessary to maintain the wetland and riparian areas at the bottom of Juniper Canyon. The native landscape revegetation is naturally drought-tolerant and will only require supplemental watering during the first and perhaps the second year after planting, but will not result in nuisance runoff. Implementation of the measures described here, in **Section 6.4**, and in the Revegetation Plan (Foothill Associates 2011) for the project would ensure that the potential water quality impacts are less than significant on adjacent resources, including adjacent MHPA areas.

6.2.6 Brush Management

Brush management activities can have the potential to impact habitat and travel corridor functions within the MHPA when development is proposed in close proximity to the MHPA. Because the project is a road project that crosses the MHPA there are no brush management requirements for this project within the project areas and revegetation areas. Therefore, no brush management impacts are expected to occur within the MHPA as a result of this project.

6.2.7 Grading

The grading for this project will be minimized to the maximum extent possible. The proposed development for this site contains grading inside the MHPA, but the grading area has been greatly reduced utilizing retaining walls to avoid fill slopes. In addition to the retaining wall footprint (permanent impacts), the project will include grading for a temporary access ramp and staging area (temporary impacts) just north of Juniper Street and within disturbed land and non-native grassland habitats. Therefore, 0.11 acre of permanent impact and 0.14 acre of temporary impact are proposed within the MHPA as a

result of grading. Temporary impacts will be returned to original grade and restored with native habitat according the revegetation plan and will be mitigated through monetary compensation, and permanent impacts will be mitigated solely through monetary compensation (monies deposited in the City of San Diego’s Habitat Acquisition Fund). Refer to **Figure 4** for the project biological resource impact analysis.

6.3 Cumulative Impacts

The proposed project would not significantly contribute to the cumulative loss of biological resources in the region. The proposed project would involve the development of a sidewalk on one of Juniper Street and will not change the land use. The proposed project is consistent with regional conservation planning efforts and contributes to the conversion of non native habitat to native habitat within the MHPA. The proposed project would be implemented consistent with the MSCP, which is designed to address the cumulative effects of projects on biological resources in the City of San Diego. Therefore, the proposed project is not anticipated to result in cumulative impacts to biological resources.

6.4 Avoidance and Mitigation Measures

6.4.1 Avoidance Measures

- Prior to the initiation of any site clearing or construction activities on the project site, the limits of work shall be accurately surveyed and fenced. Prior to the initiation of site clearing or construction activities, the contractor shall provide proof to the City of San Diego that the limits of work have been accurately established on the site.
- All access, construction staging, and temporary construction impacts shall be confined within the limits of work or the adjacent developed areas.
- All personnel and supervisors involved in the construction effort shall take part in a contractor training to be briefed on the sensitivity of the adjacent biological resources prior to the start of construction.

6.4.2 Mitigation Measures

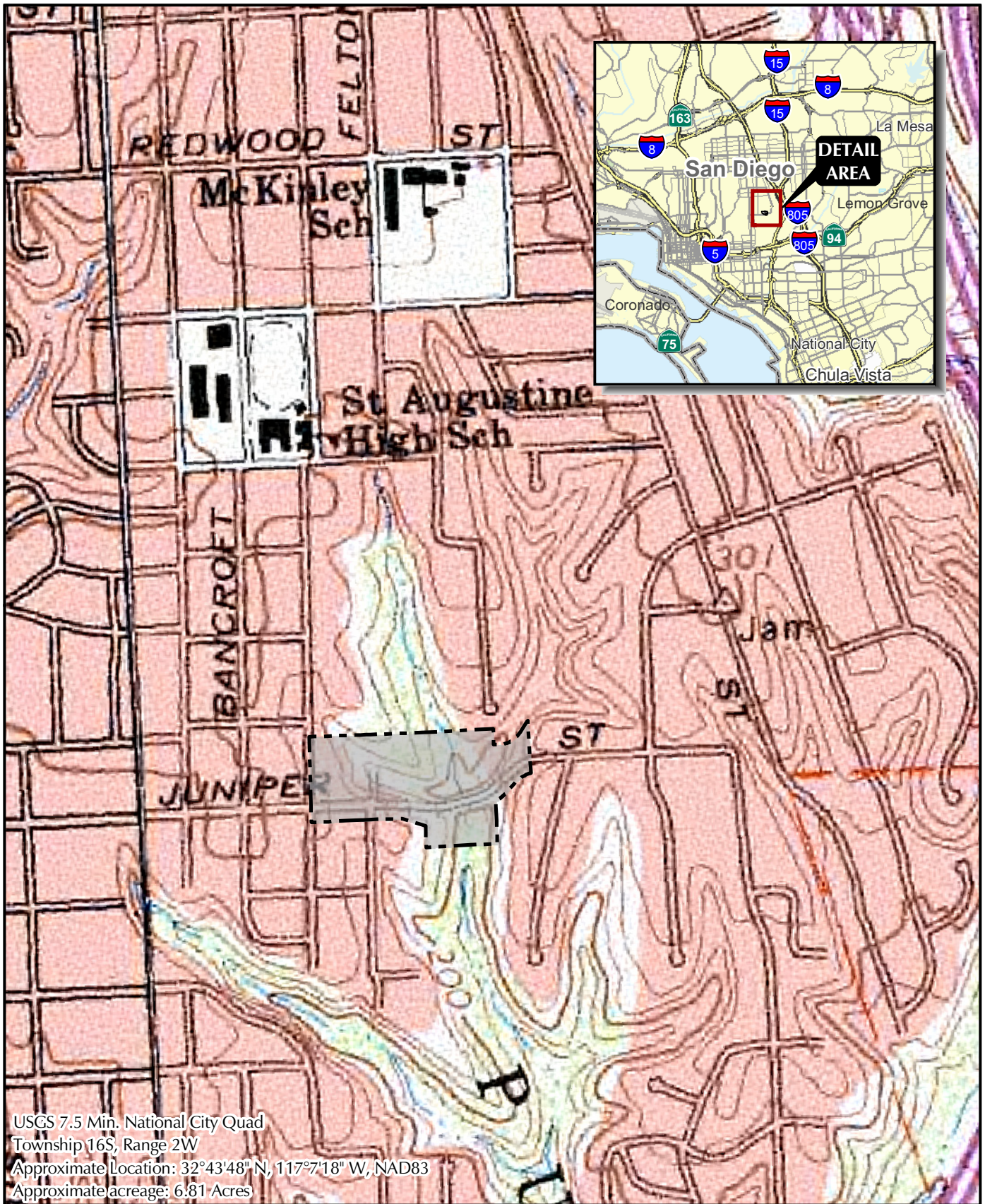
- In order to compensate for the loss of 0.07 acres of southern mixed chaparral (Tier IIIA) located inside the MHPA and the potential plant and wildlife habitat it provided, permanent and temporary impacts will be mitigated through monetary compensation (monies deposited in the City of San Diego’s Habitat Acquisition Fund – Fund #200401) according to Section III.B.1.c.(4) in the Biology Guidelines. The 0.05 acre of temporary impacts to southern mixed chaparral will be revegetated in-kind according to the revegetation plan and includes a 25 month maintenance period (or longer if success standards are not met) to make sure the habitat becomes permanently established. The required mitigation ratio of 1:1 for this situation provides for 0.07 acres of mitigation credit deposited in the Habitat Acquisition Fund. This mitigation will achieve mitigation ratios consistent with the City’s mitigation guidelines.

- In order to compensate for the loss of <0.01 acres of Diegan coastal sage scrub (Tier II) located inside the MHPA and the potential plant and wildlife habitat it provided, permanent and temporary impacts will be mitigated through monetary compensation (monies deposited in the City of San Diego's Habitat Acquisition Fund – Fund #200401) according to Section III.B.1.c.(4) in the Biology Guidelines. The <0.01 acre of temporary impacts will be revegetated with coastal sage scrub/chaparral habitat. The revegetation area onsite is contiguous with, and inside, the MHPA and includes a 25 month maintenance period (or longer if success standards are not met) to make sure the habitat becomes permanently established. The required mitigation ratio of 1:1 for this situation provides for 0.01 acre (rounding up to the nearest 1/10 of an acre) of mitigation credit to be deposited in the Habitat Acquisition Fund. These measures are consistent with the City's mitigation guidelines.
- In order to compensate for the loss of 0.12 acres of non-native grassland (Tier IIIB) and the potential plant and wildlife habitat it provided, permanent and temporary impacts will be mitigated through monetary compensation (monies deposited in the City of San Diego's Habitat Acquisition Fund – Fund #200401) according to Section III.B.1.c.(4) in the Biology Guidelines. Additionally, 0.06 acre of temporary impacts will be revegetated onsite with a combination of coastal sage scrub/chaparral habitat and a coastal sage scrub habitat. The revegetated habitat would be within the MHPA and includes a 25 month maintenance period (or longer if success standards are not met) to make sure the habitat becomes permanently established. Therefore, the required mitigation ratio of 1:1 for this situation provides for 0.12 acres of mitigation credit deposited in the Habitat Acquisition Fund. These measures are consistent with the City's mitigation guidelines.
- Additionally, to provide replacement vegetation/permanent erosion control for 0.02 acre of ornamental vegetation and 0.01 acre of disturbed land temporarily impacted during the project, approximately an additional 0.01 acre of chaparral and 0.02 acre of coastal sage scrub hydroseed mix will be applied as specified in the Revegetation Plan.
- The project will not be constructed from March 1 to August 15 to avoid potential nesting impacts to coastal sage scrub and chaparral species in the MHPA. However, the habitat onsite is only marginal nesting habitat, so if project work is proposed between March 1st and August 15th, the contractor shall implement noise mitigation measures to avoid or mitigate for potential impacts to nesting migratory birds from construction activities. Pre-construction nesting surveys would most likely suffice, as nesting habitat adjacent to the project area is not high quality raptor nesting habitat or gnatcatcher habitat.
- In order to avoid lighting impacts to adjacent resources, no new lights shall be installed as part of this project. Night work adjacent to the MHPA will be avoided if possible. Special considerations should be taken to keep light away from natural areas if night work is necessary. Light impacts to biological resources, if any, would only be temporary (during construction).

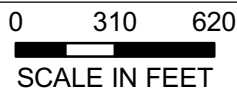
- In order to prevent indirect impacts to the MHPA from invasive plant species, the proposed landscape revegetation plans include only native non-invasive plant species and a 25 month maintenance and monitoring period to ensure permanent establishment of the native species.
- Industry standard best management practices shall be used to avoid construction-phase erosion on the adjacent areas. Practices that would be employed during construction include, but are not limited to, gravel bag berms, sandbag barriers, entrance entrance/exits wash, stockpile management, concrete waste management, erosion control mats, scheduling, solid waste storage areas, spill prevention control, and hazardous waste management.
- Industry standard best management practices shall be employed to prevent, capture, and/or treat stormwater and nuisance runoff generated from the site. Design measures included to accomplish this include maximizing pervious surfaces, conservation of natural areas onsite, and vegetation of slopes and areas of temporary disturbance with native and drought tolerant plant species. Source control measures to be included in the project include revegetation with native species, hydroseed specified with a bonded fiber matrix agent for short-term erosion control, and storm water conveyance system signage/stenciling.

7.0 REFERENCES

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SITE AND VICINITY

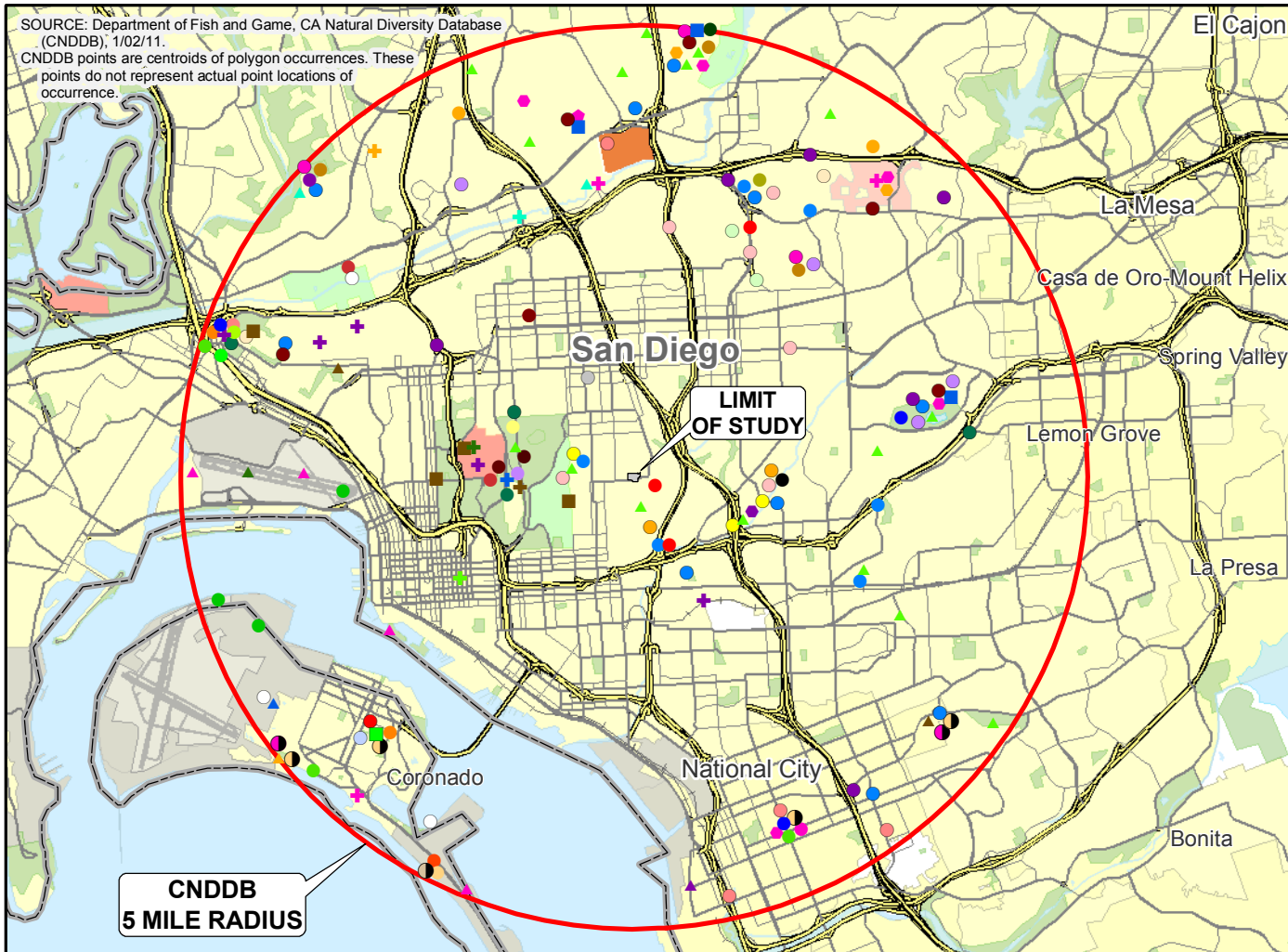


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 Date: 02/25/11

FIGURE 1

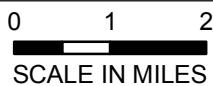


BIOLOGICAL RESOURCES



- | | | | |
|----------------------------|------------------------------------|-----------------------------------|----------------------------------|
| ● Aphanisma | ● Nuttall's Lotus | ● Sea Dahlia | ▲ American Peregrine Falcon |
| ○ Beach Goldenaster | ● Nuttall's Scrub Oak | ● Singlewhorl Burrobrush | ▲ California Black Rail |
| ● Bottle Liverwort | ● Oil Neststraw | ● Snake Cholla | ▲ California Least Tern |
| ● Brand's Star Phacelia | ● Orcutt's Brodiaea | ● South Coast Saltscale | ▲ Coastal Cactus Wren |
| ● California Adolphia | ● Otay Mesa Mint | ● Summer Holly | ▲ Coastal California Gnatcatcher |
| ● Campbell's Liverwort | ● Palmer's Frankenia | ● Variegated Dudleya | ▲ Least Bell's Vireo |
| ● Chaparral Ragwort | ● Palmer's Goldenbush | ● Wart-Stemmed Ceanothus | ▲ Osprey |
| ● Coast Woolly-Heads | ● Palmer's Grapplinghook | ■ A Mellitid Bee | ▲ Western Snowy Plover |
| ● Coastal Dunes Milk-Vetch | ● Prostrate Vernal Pool Navarretia | ● Monarch Butterfly | ▲ Big Free-Tailed Bat |
| ● Coulter's Goldfields | ● Purple Stemodia | ■ San Diego Fairy Shrimp | ▲ Hoary Bat |
| ● Coulter's Saltbush | ● Robinson's Pepper-Grass | ● Globose Dune Beetle | ▲ Mexican Long-Tongued Bat |
| ● Davidson's Saltscale | ● San Diego Ambrosia | ● Western Beach Tiger Beetle | ▲ Pocketed Free-Tailed Bat |
| ● Estuary Seablite | ● San Diego Barrel Cactus | ● Western Tidal-Flat Tiger Beetle | ▲ Silver-Haired Bat |
| ● Light Gray Lichen | ● San Diego Button-Celery | ● Western Spadefoot Toad | ▲ Western Mastiff Bat |
| ● Little Mouseltail | ● San Diego Goldenstar | ● Coast Horned Lizard | ▲ Western Yellow Bat |
| ● Long-Spined Spineflower | ● San Diego Mesa Mint | ● Orangethroat Whiptail | ▲ Yuma Myotis |
| ● Mexican Flannelbush | ● San Diego Thorn-Mint | ● Two-Striped Garter Snake | |

CNDDDB



Drawn By: RJM
 Date: 01/12/11

FIGURE 3

IMPACTS	PERMANENT IMPACTS		TEMPORARY IMPACTS		TOTAL IMPACTS	
	INSIDE MHPA	OUTSIDE MHPA	INSIDE MHPA	OUTSIDE MHPA	INSIDE MHPA	OUTSIDE MHPA
Diegan Coastal Sage Scrub	<0.01	0.00	<0.01	0.00	<0.01	0.00
Disturbed Land	<0.01	0.00	0.01	0.00	0.01	0.00
Disturbed Wetland	0.00	0.00	0.00	0.00	0.00	0.00
Intermittent Drainage	0.00	0.00	0.00	0.00	0.00	0.00
Mulefat Scrub	0.00	0.00	0.00	0.00	0.00	0.00
Non-Native Grassland	0.06	<0.01	0.06	<0.01	0.12	<0.01
Ornamental	0.03	<0.01	0.02	<0.01	0.05	<0.01
Southern Mixed Chaparral	0.02	<0.01	0.05	<0.01	0.07	<0.01
TOTAL	0.11	0.00	0.14	0.00	0.25	0.00

Approximate Limit of Study	Permanent Impact Area	MHPA Boundary
Paved Surface	Temporary Impact Area	



USDA, NAIP 1ft. Aerial Image, San Diego County, 2010.

PROJECT IMPACT ANALYSIS

Appendix A — Preparer Qualifications



Kevin L. Derby

Manager of Planning and Permitting/Regulatory Specialist

Education

B. A. Environmental Conservation,
University of Colorado, Boulder,
1994 (collaboration of Biology,
Geography, and Economics).

Affiliations

Completion of U.S. Army Corps of
Engineers Wetland Delineation
Certification Program

Society of Wetland Scientists

California Society for Ecological
Restoration

International Erosion Control
Association

California Native Plant Society

American Association for the
Advancement of Science

The Colorado Riparian Association

Trout Unlimited

Ducks Unlimited.

Experience

Foothill Associates, Senior Project
Manager and Regulatory Specialist

EDAW Inc. (formerly KEA
Environmental, Inc.), Restoration
Ecologist/Wetland Specialist

Sugnet and Associates, Inc.,
Environmental/Wetland Scientist

Self Employed in Pagosa Springs,
Colorado, Environmental
Consultant.

Aquatic and Wetland Consultants,
Inc., Environmental
Specialist/Wetland Ecologist

Kevin Derby is a Regulatory Specialist and Planning and Permitting Manager with a background in environmental compliance and biological sciences. Kevin has more than 14 years of professional experience in multi-agency regulatory permitting and compliance, ecological restoration, natural resource assessments, sensitive species surveys, fisheries biosurveys, water quality improvements, water quality and erosion/sediment control, mitigation design, construction compliance monitoring, and stream fisheries habitat restoration projects.

Representative Experience

Project Management and Budget Tracking for multiple projects simultaneously; Preparation of and input to NEPA and CEQA documents, including the ability to manage and cooperate with interdisciplinary teams, and extensive experience commenting and responding to comments;

Field Delineation and Section 404, 401, and 1601 permitting associates with wetlands and jurisdictional waters of the U.S. (soils, vegetation, hydrology, and functional analysis);

Preparation of design plans and assistance with cost estimates for wetland mitigation, creation, restoration, and enhancement; stream and riparian restoration and enhancement, lake creation and enhancement, and native upland habitat creation, restoration and enhancement;

Extensive experience with permitting in the Omaha, Sacramento, Albuquerque, and Los Angeles Districts of the United States Army Corps of Engineers.

Extensive experience permitting pursuant to the jurisdiction of the California Department of Fish and Game, the Regional Water Quality Control Board, the California Coastal Commission, and numerous other local and regional agencies and organizations.

Habitat Restoration

Leslie Lane Reservoir, San Diego County, CA
Restoration Ecologist/Compliance Monitor
Client: City of Escondido

In response to projected temporary impacts to 3.7 acres of coastal sage scrub from installation of an underground reservoir, EDAW and Habitat West, Inc. were retained to prepare landscape plans and specifications, install the irrigation system and landscape plants and seed, and maintain and monitor the site. Preparation of the landscape plans and specifications involved coordination with City planners and project engineers, and the plans were prepared quickly to secure state funding for the reservoir project. Based on input from the project team including construction personnel, cacti and were salvaged and transplanted and topsoil and brushed native plants were salvaged and re-applied. On behalf of the project, EDAW and Habitat West oversaw storm water pollution prevention measures and erosion control during reservoir



construction and the current revegetation phase. The irrigation system and native container plants and seed were successfully installed in 2001.

Coachella Canal Lining Project, Imperial County, CA
Project Manager/Restoration Ecologist
Client: Coachella Valley Water District/U.S. Bureau of Reclamation

Evaluated and delineated vegetation community changes from original 1989 mapping to 2000 conditions. Impacts to desert riparian and marsh/aquatic habitats resulting from the lining of approximately 32 miles of earthen canal were then assessed. Coordinated with GIS staff to document changes. Coordinated with the resource agencies and clients to resolve potential listed species issues and managed wildlife biology staff assessing those potential issues. Prepared concept for desert riparian habitat mitigation effort and final mitigation implementation plan for over 300 acres of habitat creation.

Torrey Highlands McGonigle Canyon Comprehensive Mitigation Plan, San Diego, CA
Restoration Ecologist/Wetland Scientist
Client: Premier Construction Service

Evaluated and mapped upland and wetland/riparian vegetation communities within the MHPA boundary as defined by the MSCP in upper McGonigle Canyon. Work included mapping sensitive habitat (Diegan coastal sage scrub, wetland/riparian areas, etc.), identifying and evaluating potential restoration areas, and assimilating field data into usable form.

Temecula Creek Restoration, Riverside County, CA
Restoration Ecologist
Client: City of Temecula

Conducted a field meeting and inspection of grading with the contractor and the City of Temecula for an ACOE and CDFG mitigation area. Work included coordination, field inspection, and resulting recommendations. Continuing work includes implementation monitoring and long-term success monitoring and reporting.

Emergency Storage Project Morena Pipeline, San Diego County, CA
Restoration Ecologist
Client: San Diego County Water Authority

Inspected proposed geotechnical boring locations for a proposed pipeline near San Vicente Reservoir. Work included identifying biological constraints for access and drilling at eleven locations. Biological constraints identified included Diegan coastal sage scrub habitat impacts, coast live oak presence, and proposed boring locations in San Vicente Creek. Biological constraints were then analyzed referencing existing 404 and 1601 permits and recommendations for avoidance, minimization and restoration were produced.

Switzer Canyon Restoration Project, San Diego, CA
Project Manager/Restoration Ecologist
Client: City of San Diego

Mr. Derby designed a coastal sage scrub/chaparral restoration project for the City of San Diego Transportation and Drainage Department. Mr. Derby supervised installation of BMPs and planting, conducted monitoring, and prepared monitoring reports for the project. The project involved coordination with City personnel, the landscape contractor, and successfully involved the local activist group "Friends of Switzer Canyon." The project resulted in a successful restoration of the canyon and all parties involved were more than satisfied with the results. It is an example of how proper design and project management can result in a cost effective project that benefits San Diego's urban canyons.

Wetlands Delineation, Restoration, Permitting, Monitoring and Mitigation Design

SR-56 Wetland Mitigation Plan, San Diego, CA
Restoration Ecologist/Wetland Scientist
Client: Boyle Engineering

Assisted in the preparation of a conceptual wetlands mitigation plan for the proposed SR-56 alignment as required by the ACOE and the CDFG. Work included mitigation ratio analyses and mitigation report preparation.

Wetland Mitigation Site Selection Model, San Diego County, CA
Restoration Ecologist/Wetland Scientist
Client: San Diego County Water Authority

Worked with biology team to produce a model to select wetland mitigation sites in San Diego County. Work included formulation of selection criteria, designation of values for those criteria, and putting the criteria into a user-friendly format. Field application of the model to select appropriate mitigation sites to compensate for project-related impacts was completed and site selection and design is in progress.

Environmental Compliance and Biological Monitoring

City of Escondido Reclaimed Water Distribution System, Escondido, CA
Restoration Ecologist
Client: City of Escondido

Tasks include obtaining 404, 1601, 401, and 4(d) permits for project approval, plan review, developing a mitigation requirement database, conducting construction crew trainings, onsite biological and environmental compliance monitoring, team meetings, coordination with city staff and construction site managers, and agency coordination.



Miramar Trunk Sewer Biological Monitoring, San Diego, CA
Project Manager/Restoration Ecologist/Wetland Scientist
Client: City of San Diego

Managed and monitored riparian and upland revegetation sites in Rose Canyon. Tasks included project management, budget tracking, coordination with the City of San Diego (Water and Wastewater and Open Space and Trails), project meetings, monitoring sewer line televising crews to ensure heavy equipment avoids impacts to sensitive habitat, coordination with the landscape contractor, quarterly monitoring of revegetation areas, and preparation of monitoring logs and reports to be submitted to the City of San Diego.

Water and Wastewater Division Group Jobs, San Diego, CA
Project Manager/Restoration Ecologist/Biological Resource Specialist/Biological Monitor
Client: City of San Diego

Managed and monitored riparian and upland revegetation sites in multiple urban canyons in the City of San Diego, including a constraints analysis in the Mission Hills canyons, monitoring a sewer televising crew in Old Town, and permitting and restoration in southern San Diego near Chollas Creek. Tasks included project management, budget tracking, coordination with the City of San Diego, project meetings, training and monitoring sewer line televising crews to ensure heavy equipment and crews avoids impacts to sensitive habitat, providing liaison to resource agency personnel, natural resource permit acquisition, quarterly monitoring of revegetation areas, sensitive resource mapping, and preparation of monitoring logs and reports to be submitted to the City of San Diego.

Chollas Creek Wetlands Management Plan, San Diego, CA
Restoration Ecologist/Wetland Scientist
Client: City of San Diego

Managed and conducted biological field studies and preparation of a wetlands management and restoration opportunities report for Chollas Creek in south San Diego. Tasks include project management, team meetings, coordination with City staff, wetland delineations, restoration opportunity identification, opportunities and constraints analysis, and preparation of a comprehensive wetlands management plan.

Talega Substation Coastal Sage Scrub Biological Monitoring, Temecula, CA
Restoration Ecologist
Client: San Diego Gas and Electric

Monitored the implementation and maintenance of a rehabilitated and revegetated landslide. Work included monitoring coastal sage scrub container plant and hydroseed applications, seed and plant inspection,

contractor training, success standard monitoring, project coordination, and maintenance instruction and supervision.

College Grove Dr. Wetland Mitigation, San Diego, CA
Restoration Ecologist/Wetland Scientist
Client: City of San Diego

Monitored and inspected a wetland mitigation project for impacts incurred from a road-widening project. Work included project coordination, contractor/design team meetings, monitoring survey staking, grading, container plant delivery, sediment and erosion control requirements, site mitigation requirements, container plant and seed application, and final environmental compliance evaluation.

NEPA/CEQA Compliance Management and Report Preparation Murrieta Creek EIS/EIR and Restoration Plan
Restoration Ecologist
Client: U.S. Army Corps of Engineers

Significantly contributed to the biology sections of the NEPA and CEQA document for the Murrieta Creek Flood Control and Management Plan. Also played a major role in the preparation of a restoration and mitigation plan for impacts to wetlands, waters of the U.S., riparian woodland, and Riversidian coastal sage scrub. Work included restoration design, impact analysis, construction cost estimates, alternatives analysis, plan review, and team coordination.

San Timoteo Creek EIS/EIR and Mitigation Plan
Restoration Ecologist/Wetland Scientist
Client: U.S. Army Corps of Engineers

Significantly contributed to the preparation of the mitigation plan for impacts to wetlands, waters of the U.S. and riparian woodland. Work included restoration design and construction cost estimates.

Publications

Derby, K., Prine, J., Schaeffer, C., Riker, C. *Rehabilitation of a Landslide above the San Diego Gas and Electric (SDG&E) Talega Substation*. Proceeding of International Erosion Control Association Conference 32; Las Vegas, Nevada. USA. February 5 -9,200 1. * presented this paper with a slideshow at the meeting in Las Vegas, Nevada. Article subsequently published in Land and Water magazine.

Derby, K. and Windell, J.T. *Post Treatment Wetted Surface Area at the Boulder Creek Nonpoint Source Pollution Project*. Proceedings of the Southwestern and Rocky Mountain Division American Association for the Advancement of Science Seventieth Annual Meeting. Volume 34, Number 1, May 1994.





Brian C. Mayerle

Vice President/Principal Biologist

Education

Bachelor of Science, Ecology & Systematic Biology, California Polytechnic State University, San Luis Obispo

Certifications and Permits

California Resident Scientific Collecting Permit, California Department of Fish and Game

Wetland Delineation Certification Course, WTI

Affiliations

Association of Environmental Professionals

California Native Plant Society (CNPS)

Experience

Foothill Associates, Vice President

Foothill Associates, Senior Biologist

EDAW, Project Biologist

Michael Brandman Associates, Biologist

EARTH TECH, Staff Biologist

Brian C. Mayerle, is a Principal Biologist and manager of the Planning and Permitting Division. Brian has 20 years of experience in resource analysis and management, specifically relating to habitat restoration, botanical and wildlife surveys, biological assessment, wetland delineation, and regulatory analysis and permitting.

Brian is an expert with the provisions of Sections 401 and 404 of the Clean Water Act (CWA), Sections 1601-1603 of the California Department of Fish and Game (CDFG) Code, CEQA, the National Environmental Policy Act (NEPA), the federal Migratory Bird Treaty Act (MBTA), and the state of California and federal Endangered Species Acts. He is also an expert with many local ordinances and policies protecting natural resources in northern California, and with survey protocols established by state and federal regulatory agencies, including the United States Fish and Wildlife Service (USFWS), CDFG, and the United States Army Corps of Engineers (Corps). Brian has conducted extensive field work throughout California and has led teams of field biologists on complex field projects with diverse geography and resources.

Representative Experience

Persephone Ranch, Napa County. Brian served as project manager to prepare an Initial Study, biological resources assessment, wetlands delineation, Clean Water Act Section 404 Individual Permit, Water Quality Certification, and Streambed Alteration Agreement in support of appropriation of approximately 420 acre-feet of water from the Upper Putah Creek Watershed for expanded vineyard irrigation in Napa County. The project consists of expansion of an existing onsite reservoir and construction of two new reservoirs. Additionally, a culvert crossing will be replaced with a span bridge over Burton Creek. The channel bank will be sloped and re-vegetated with native species for bank stabilization and erosion control.

Lake Front at Walker Ranch EIR, Lake Almanor, CA. Brian oversaw preparation an Environmental Impact Report for the Lake Front at Walker Ranch project in Plumas County. The project proposes a mixed use development located on approximately 1,397 acres on the Lake Almanor peninsula. A total of 1,674 residential units are proposed and include a variety of densities ranging from 8 dwelling units per acre to estate lots, with 1 unit per 1.5 acres. The project considers onsite wastewater treatment, recycled water for golf course irrigation, open space preserves, bald eagle habitat, and deer migration corridor and roadway/deer crossing. The EIR analyzes potential impacts related to aesthetics (visual impacts from Lake Almanor), water quality, biological resources (including potential impacts to existing bald eagle nests), population and housing, noise, air quality, and traffic. The Final EIR was certified by Plumas County on March 2, 2010.



Gross Field Airport Runway Extension EIS/EIR, Marin County. Brian is project manager for preparation of preliminary site assessments and EIS/EIR analyses and documentation to accurately assess and document the foreseeable direct, indirect and cumulative impacts associated with the proposed Marin County Airport (Gross Field) runway and taxiway extensions, as well as drainage realignments and the construction of levees to protect the runway extension from flooding. Brian led the project team to conduct a biological assessment and performed focused surveys for special-status species on the 213-acre project site. As part of the wetland delineation, Brian conducted a field review with the Corps of Engineers that verified the extent of the jurisdictional Section 10 and 404 waters, including wetlands on the site.

Auburn Lake Trails Water Treatment Plant Environmental Documentation, El Dorado County, CA. Brian is project manager for preparation of a joint CEQA/NEPA document in support of securing a USDA Loan for improvements to the Auburn Trails Water Treatment Facility for the Georgetown Divide PUD located in El Dorado County, CA. He oversaw preparation of a combined CEQA Initial Study/Mitigated Negative Declaration and NEPA Environmental Assessment/Finding of No Significant Impact. The environmental review was performed concurrently with the preliminary engineering report. USDA is the NEPA Lead Agency and the Georgetown Divide Public Utility District is the CEQA Lead Agency. The Public Review Draft was released on April 29, 2010 for comment.

Dorris Ridge Reservoir Subdivision, Alturas, CA. Brian assisted with preparation of a jurisdictional wetland delineation and a biological resources assessment for the subdivision of a 2,000 acre ranch near Alturas, California. The delineation of habitat included migration routes for mule deer and pronghorn, nesting habitat for greater sandhill cranes, and many other threatened and endangered species. Brian performed follow up pronghorn field work and migration route observation and then worked with the landowner and CDFG to devise a plan to minimize impacts to wintering pronghorns.

Specifically, he helped analyzed the onsite habitat for pronghorn breeding ground and foraging ground suitability, mapped active pronghorn use on the property, conceptually planned mitigation and restoration of a large portion of the adjacent ranch property that abuts the reservoir (with the goal of improving waterfowl nesting habitat fisheries habitat, and upland wildlife habitat), identified areas of dense juniper trees that could be removed/thinned to improve the habitat for breeding pronghorn populations, and helped redesign the subdivision to allow a wider migration corridor without losing acreage in the development footprint. Brian also conducted sensitive plant surveys for the project area.

Tahoe Boca EIR Biological Resources Section (aka Canyon Springs), Truckee, CA. Brian assisted with the Biological Resources Section as input to the Tahoe Boca Draft EIR prepared by Quad Knopf for the Town of Truckee. The large, proposed residential development located in the Sierra Nevada spans approximately 284 acres in the eastern portion of the Town of Truckee and five acres in Nevada County. Brian performed an assessment of sensitive resources on the site, including plants, wildlife, and wetlands.

Ward Ranch, Cottonwood, CA. Brian is project manager for biological studies and permitting for the 317 acre Ward Ranch site. The site is composed of annual grassland and blue oak woodland, with a section of Antelope Creek, a pond, and associated tributaries occurring on the site. The biological resources assessment included observations of botanical and wildlife on site. Potential biological constraints on the site include the following habitat for special-status plant species including pink creamsacs and silky cryptantha; nesting and foraging habitat for raptors, including western burrowing owl; habitat for northwestern pond turtle; special-status salmonid habitat; and sensitive habitats (jurisdictional waters of the United States and oak woodland.)

Anderson Landfill Culvert Repair, Anderson, CA. Brian was project manager to prepare a biological and wetland constraints analysis for a culvert removal project at the Anderson Landfill. The project occurs within an unnamed drainage tributary to Cottonwood Creek and a large seasonal marsh area occurs upstream of the existing culvert and road crossing. These features are both waters of the U.S. and regulated by local, state, and federal agencies. Foothill Associates' biologists conducted a field survey of the site on foot to record plant and animal species, and observed and characterized biological communities. Special attention was given to identifying those portions of the site with the potential for supporting special-status species and sensitive habitats.

Oasis Road Specific Plan EIR - Hawley Road Extension, Redding, CA. Brian managed preparation an independent report for the Oasis Road Specific Plan area for use in identifying wetland and other biologic constraints in the Specific Plan area. The document was prepared in support of the DEIR. Biologists reviewed available materials regarding site conditions, biological resources, and wetlands in the Specific Plan Area (e.g. USGS topographic maps, NRCS soils maps, and California Natural Diversity Database). Brian conducted field assessments to identify dominant plant communities, characterize wildlife habitat, locate sensitive areas, and evaluate the potential for the property to support special-status species, including rare plant species. Brian also conducted a formal wetland delineation for the Specific Plan Area not previously delineated, which is approximately 70% of the site.



Hemsted Rodeo Biological Constraints Analysis, Anderson, CA. Brian managed a biological constraints analysis for the proposed 3A Ranch project site east of Anderson, California. Analysis provides an overview of the general biological resources located on the site including habitats, plant and wildlife species, and potential waters of the U.S. The analysis also includes an assessment of the suitability of habitats to potentially support special-status species, including White-tailed Kite, migratory birds, bats, salmonids, and fox sedge.

Beale Air Force Base Habitat Conservation Planning Program Wetland Delineation. Brian served as project manager for conducting a 2,000-acre focused wetland determination and delineation, and performing a protocol wet and dry season survey for federally threatened and endangered fairy shrimp species on a 156-acre parcel on Beale Air Force Base (AFB), California.

Beale Air Force Base Anti-Terrorism Fence - Wetland Delineation. Brian served as project manager for mapping more than 50 acres of wetland features within the study area at Beale Air Force Base. The study area consisted of ±243 total acres, including the Air Force Base perimeter and additional interior areas where the Anti-terrorism/Force Protection (AT/FP) fence construction activities are proposed. We worked with the US Army Corps of Engineers for formal verification.

Red Dawn Environmental Documentation, Los Angeles County. Brian is the project manager for environmental documentation on a 540-acre privately held property located in a Significant Ecological Area (SEA) zoning designation by the Los Angeles County Department of Regional Planning (DRP). He led field work and preparation of a Biological Constraints Analysis, impact analysis, and a mitigation strategy for a 110-acre Joshua Tree Woodland area following LA County DRP regulations and guidelines. Brian is assessing the potential for impacts and future permitting needs for an on-side drainage following federal, state, and local wetland regulations.

Mockingbird Canyon Estates, Riverside County. Brian conducted a wetland delineation to determine the presence and extent of jurisdictional wetlands and waters as mandated by the federal Clean Water Act, the extent of jurisdictional areas subject to California Department of Fish and Games Section 1602, and the extent of areas subject to the County of Riverside's Multiple Species Habitat Conservation Program (MSHCP) Riparian/Riverine Areas on the 150-acre property.

Leatherneck Substation Special-Status Species Surveys, San Bernardino County. Brian supported focused surveys for Southern California Edison (SCE)

proposed installation of fiber optic lines on over 40 miles of extant electrical poles between two substations in San Bernardino County. Desert tortoises (*Gopherus agassizii*) are of particular regional concern. Brian assisted with examination of the alignment for live desert tortoises and desert tortoise sign (i.e., scat, burrows, shell fragments, bones, and tracks). Brian also completed mapping and field analysis of desert washes and waters of the state.

Antelope-Bailey Wind Hub Rare Plant Surveys, Kern and Los Angeles Counties. Brian conducted botanical focused surveys for the Antelope-Bailey Wind Hub site and alignment located in the Antelope Valley and Tehachapi, California. These surveys included several special-status plant species that potentially occur in this region. The survey were conducted in accordance with and subject to guidelines provided by California Department of Fish and Game and the California Native Plant Society. Two surveys were conducted between March and June in order to conduct the surveys during the optimum period. Brian also supported the vegetation mapping effort.

Unocal Guadalupe Oil Field Remediation Project. As part of the remediation activities on the former oil field (located on the Guadalupe Dunes on the central coast of California), Brian was part of a multi-disciplinary team that prepared a project-wide restoration plan for dune strand, dune swale, foredune, coastal dune scrub, and marsh habitats. The project also involved preparation of incidental take permits for the state-listed La Graciosa thistle (*Cirsium loncholepis*), surf thistle (*Cirsium rhothophilum*), and beach spectaclepod (*Dithryea maritima*) under Section 2081 of the California Endangered Species Act. Brian was also a contributing author on a multi-species Habitat Conservation Plan for California red-legged frog, snowy plover, and tidewater goby under the federal Endangered Species Act.

Yuba County Motorplex. Brian assisted with a Caltrans NES, wetland investigation, and EIR/FNSI for the Yuba County Motorplex and SR 70 interchange. Biological issues include the potential presence of vernal pool invertebrates and tricolored blackbird. Wetlands (including vernal pools and seasonal wetlands) were found in the Motorplex study area.

Selected Publications

- Mulroy, T. M. Dungan, R. Rich, and B. Mayerle. 1992. Wildland Weed Control in Sensitive Native Communities (co-author)
- Mayerle, B. 1992. The Effects of Wood Smoke On Overwintering Clusters of Monarch Butterfly (*Danaus plexippus*) Clusters. Senior Thesis-California Polytechnic State University, San Luis Obispo





Dick A. Rol Planning and Design Division Manager

Education

Master of Landscape Architecture,
Utah State University, Logan, UT,
1999

Bachelor of Science (Landscape
Design), South Dakota State
University, Brookings, SD, 1996

Bachelor of Science (Biology), South
Dakota State University, Brookings,
SD, 1996

Process-Based Channel Design,
Interfluvium 5 day course. Salt Lake
City, 2000.

Society for Ecological Restoration
Stream Restoration Workshop. San
Francisco, 1999.

Thorne Ecological. Bioengineering
Workshop. 1998.

Affiliations

Registered Landscape Architect: CA

Registered Landscape Architect: UT

Member, American Society of
Landscape Architects (ASLA)

Member, Society for Ecological
Restoration

Member, Floodplain Management
Association

Experience

Foothill Associates, Landscape
Architect

City of San Diego, Senior Planner

State of Utah, Senior Reclamation
Specialist

Pioneer Environmental Services,
CAD, GIS and Visual Resources
Specialist

Dick Rol, Biologist and Landscape Architect, has over 10 years experience working for state and local governments and private planning and design firms. He specializes in natural resource planning and design, including restoration of streams and upland habitats, mine reclamation, landscape ecology and land management, construction monitoring, and capital improvement projects. Mr. Rol also has extensive background in GIS analysis, database application design, visual resource analysis and simulation, and regulatory compliance. His background includes a wide range of biology and restoration including field assessments, strategic planning, public outreach, permitting, concept design, construction drawings and specifications, construction management, and monitoring.

Representative Experience

Reclamation, Restoration & Mitigation

Blazon Mine Reclamation. As project manager, planned, designed and implemented reclamation of the Blazon Coal Mine and restoration of Mud Creek near Scofield, UT. Returned the area to pre-mining conditions, with extensive earthwork and stream reconstruction. Prepared site analysis, hydrology/hydraulic calcs, construction drawings, specifications, cost-estimate and permitting. Obtained supplemental grant funding and organized student volunteers for bioengineering. Supervised construction.

Grassy Trail Creek Restoration. As part of reclamation of the 200-acre Sunnyside Coal Mine (Utah), planned, designed and implemented a complete reconstruction of Grassy Trail Creek. Prepared site analysis, hydrology/hydraulic calcs, construction drawings, specifications, cost-estimate and permitting. Supervised construction. Also prepared planting plans for the remainder of the 200-acre site. Overall project received award from the National Association of Abandoned Mine Land Programs.

Elder Creek Watershed Gravel Mine Assessment, Mitigation Planning, and Permitting. Part of the core design team to prepare preliminary designs for the wholesale reconstruction of a perennial stream through a proposed gravel mine. Design intent was to recreate a geomorphically appropriate stream. Work included field assessments, capturing cross-sections, hydrological and geomorphic analysis, HEC-RAS modeling, terrain modeling, and preliminary plans for grading, planting, and erosion control.

Yellowcat Mine Reclamation Project. As project manager for a 14 square mile area bordering Arches National Park, performed inventory and initial planning for closure of ~250 uranium mine openings. Led inventory crew field work, coordinated bat, cultural and paleontological investigations.



Bernardo Industrial Park Mitigation. 1.75 acre coastal sage scrub, 2.7 acre perennial grassland, and .25 acre southern willow scrub mitigation in McGonigle Canyon, San Diego. Prepared implementation strategy, construction documents, specifications, cost estimates, and necessary permits.

UCSD Trunk Sewer Habitat Restoration. 1.4 acre coastal sage scrub restoration following installation of new sewer infrastructure in Rose Canyon, San Diego. Prepared site analysis, design drawings, cost estimate and specifications. Supervised installation and 3-year maintenance & monitoring period.

Home Avenue Trunk Sewer Habitat Mitigation. 1 acre mitigation of coastal sage scrub and southern willow scrub habitats following installation of new sewer infrastructure in Fox Canyon, San Diego. Managed preparation of mitigation plans, contracting, permitting, implementation and 3-year maintenance & monitoring period.

Miramar Trunk Sewer Habitat Mitigation. 1.6 acre mitigation of coastal sage scrub, southern willow scrub, and riparian forest following installation of new sewer infrastructure in Rose Canyon, San Diego. Managed team of contractors and consultants from years 1-5 of the maintenance & monitoring period. Managed regulatory compliance.

32nd St. Canyon Habitat Restoration and Access Path. Coastal sage scrub restoration and access path revegetation following emergency sewer repair work. Prepared restoration plans, cost estimate, and managed installation and 2-year maintenance & monitoring. Extensive community outreach and facilitation. Managed implementation and/or planning & design of 30 similar projects throughout San Diego.

Upper Juniper Canyon Habitat Restoration. Coastal sage scrub restoration following emergency sewer repairs in Juniper Canyon, San Diego. Prepared site analysis, design drawings, cost estimate and specifications. Supervised installation and 2-year maintenance & monitoring period.

Environmental Planning

CIP Project Environmental Support. For the City of San Diego, provided environmental planning and landscape architectural services for a \$100M annual sewer and water CIP program. Included preliminary assessments, review and permitting coordination with local, state and federal agencies, securing technical studies, training, and construction phase support.

Canyon Sewer Access Planning Framework. As a member of the core steering committee, defined a 3-tier framework for guiding access planning for the City of San Diego's 300 miles of canyon sewer infrastructure. Included creation of a complex database application to

manage environmental and project data, training of staff, and creation of new funding structures. Required extensive collaboration with multiple City departments, regulatory agencies, public interest groups, and public officials.

NRCS Wildlife Planning Handbook. As a research assistant at USU, co-authored Conservation Corridor Planning at the Landscape Level: Managing for Wildlife Habitat. Publication is used nationally by the NRCS and other agencies as a landscape ecology & planning guide. Received awards from Utah ASLA and The Wildlife Society.

Two-Bear Ranch Development. Participated in a team planning the development of a 64 square mile elite community in the Uintah Mountains near Evanston, WY. Prepared GIS models of wildlife habitats and summaries of impacts to habitats and wetlands. Assisted in roadway planning, aerial interpretation of wetland resources, lot layout, and ground-truthing of vegetation mapping.

GIS and Database Creation

Abandoned Mine Reclamation Database. Sole architect of a database application that tracks the key data for the state of Utah's Abandoned Mine Reclamation Program. Includes data on mine feature inventory, engineering, and closure; project data; contracts; cost tracking; funding; connection to a GIS mapping application; etc.

Abandoned Mine Prioritization. Created a GIS model for the State of Utah to prioritize abandoned mine reclamation work statewide, based on hazard analysis.

Penasquitos Watershed Mitigation Planning Model. Created a GIS-based planning model to identify potential mitigation areas and the probable level of the City of San Diego's need for mitigation in the watershed.

City of San Diego Permitting Database. Created a comprehensive MS Access database to track environmental and permitting information for public infrastructure projects. Database tracked permit needs and acquisition status, mitigation needs, staffing and workload, etc. and provided integration abilities with other City databases and Primavera scheduling information. Created a larger related database specifically to track progress on sewer maintenance activities in environmentally sensitive areas.



Appendix B — Flora and Fauna Lists

Juniper Canyon Floristic List

SCIENTIFIC NAME	COMMON NAME
Aizoaceae	CARPETWEED
* <i>Carpobrotus chilensis</i>	Sea-Fig
* <i>Carpobrotus edulis</i>	Hottentot-Fig
* <i>Mesembryanthemum crystallinum</i>	Crystalline Ice plant
* <i>Mesembryanthemum nodiflorum</i>	Slender-leaved Ice plant
Anacardiaceae	SUMAC
<i>Malosma laurina</i>	Laurel Sumac
<i>Rhus integrifolia</i>	Lemonadeberry
* <i>Schinus molle</i>	Peruvian Pepper Tree
* <i>Schinus terebinthifolius</i>	Brazilian Pepper Tree
Apiaceae	CARROT
<i>Apiastrum angustifolium</i>	Mock Parsley
<i>Ciclospermum leptophyllum</i>	
<i>Daucus pusillus</i>	Rattlesnake Weed
* <i>Foeniculum vulgare</i>	Fennel
<i>Sanicula crassicaulis</i>	Pacific Sanicle
Apocynaceae	DOGBANE
* <i>Vinca major</i>	Greater Periwinkle
Asteraceae	SUNFLOWER
<i>Ambrosia psilostachya</i>	Western Ragweed
<i>Artemisia californica</i>	California Sagebrush
<i>Artemisia douglasiana</i>	
<i>Baccharis pilularis</i>	Coyote Brush
<i>Baccharis salicifolia</i>	Mule Fat
<i>Baccharis sarothroides</i>	Broom Baccharis
* <i>Centaurea melitensis</i>	Yellow Starthistle
* <i>Chrysanthemum coronarium</i>	Garland
* <i>Conyza canadensis</i>	Horseweed
* <i>Cotula australis</i>	Aust Brass Button
<i>Encelia californica</i>	California Encelia
<i>Eriophyllum confertiflorum</i>	Golden Yarrow
<i>Filago californica</i>	California Filago
<i>Gnaphalium californicum</i>	California Everlasting
<i>Gnaphalium canescens</i> ssp. <i>microcephalum</i>	White Everlasting
<i>Hazardia squarrosa</i>	Saw-toothed Goldenbush
* <i>Hedypnois cretica</i>	Crete Hedypnois
<i>Hemizonia fasciculata</i>	Fascicled Tarplant

SCIENTIFIC NAME	COMMON NAME
<i>Heterotheca grandiflora</i>	Telegraph Weed
* <i>Hypochaeris glabra</i>	Smooth Cat's Ear
<i>Isocoma menziesii</i> var. <i>vernonioides</i>	Goldenbush
* <i>Lactuca serriola</i>	Prickly Lettuce
* <i>Picris echioides</i>	Bristly Ox-tongue
* <i>Silybum marianum</i>	Milk-thistle
* <i>Sonchus asper</i>	Prickly Sow-thistle
* <i>Sonchus oleraceus</i>	Common Sow-thistle
<i>Viguiera laciniata</i>	San Diego Cty. Viguiera
* <i>Xanthium strumarium</i>	Cocklebur
Boraginaceae	BORAGE
<i>Cryptantha intermedia</i>	Nievitans, Cryptantha
<i>Pectocarya linearis</i> ssp. <i>ferocula</i>	Slender Pectocarya
<i>Plagiobothrys collinus</i> var. <i>gracilis</i>	Popcornflower
Brassicaceae	MUSTARD
* <i>Brassica nigra</i>	Black Mustard
* <i>Coronopus didymus</i>	Wart Cress
* <i>Hirschfeldia incana</i>	Short-pod Mustard
<i>Lepidium nitidum</i>	Shining Peppergrass
* <i>Lobularia maritima</i>	Sweet Alyssum
* <i>Raphanus sativus</i>	Radish
Cactaceae	CACTUS
* <i>Opuntia ficus-indica</i>	Indian-fig
<i>Opuntia prolifera</i>	Cholla
<i>Opuntia littoralis</i>	Coast Prickly Pear
Capparaceae	CAPER
<i>Isomeris arborea</i>	Bladderpod
Caprifoliaceae	HONEYSUCKLE
* <i>Lonicera japonica</i>	Japanese Honeysuckle
<i>Lonicera subspicata</i> var. <i>denudata</i>	San Diego Honeysuckle
<i>Sambucus mexicana</i>	Elderberry
Caryophyllaceae	PINK
* <i>Silene gallica</i>	Common Catchfly
Chenopodiaceae	GOOSEFOOT
* <i>Atriplex semibaccata</i>	Australian Saltbush
<i>Chenopodium</i> sp.	Goosefoot
<i>Chenopodium ambrosioides</i>	
<i>Chenopodium</i> cf. <i>berlandieri</i>	
* <i>Salsola tragus</i>	Russian Thistle, Tumbleweed
Convolvulaceae	MORNING GLORY

SCIENTIFIC NAME	COMMON NAME
<i>Calystegia macrostegia</i> ssp. <i>arida</i>	Finger-leaf Morning Glory
Crassulaceae	STONECROP
<i>Crassula conata</i>	Dwarf Stonecrop
* <i>Crassula argentea</i>	Jade Plant
<i>Dudleya lanceolata</i>	Coastal Dudleya
<i>Dudleya pulverulenta</i>	Chalk-lettuce
Curcubitaceae	GOURD
<i>Marah macrocarpus</i> var. <i>macrocarpus</i>	Wild Cucumber
Cuscutaceae	DODDER
<i>Cuscuta californica</i>	Witch's Hair
Ericaceae	HEATH
<i>Xylococcus bicolor</i>	Mission Manzanita
Euphorbiaceae	SPURGE
* <i>Chamaesyce maculata</i>	Spotted Spurge
<i>Chamaesyce polycarpa</i>	Small-seed Sandmat
* <i>Euphorbia peplus</i>	Petty Spurge
* <i>Ricinus communis</i>	Castor-bean
Fabaceae	PEA
* <i>Acacia longifolia</i>	Acacia
* <i>Acacia melanoxylon</i>	Blackwood Acacia
<i>Lotus hamatus</i>	Grab Lotus
<i>Lotus scoparius</i> var. <i>brevialatus</i>	Coastal Deerweed
<i>Lupinus bicolor</i>	Miniature Lupine
<i>Lupinus truncatus</i>	Collar Lupine
* <i>Medicago polymorpha</i>	California Burclover
* <i>Melilotus indica</i>	Sourclover
* <i>Senna didymobotrya</i>	
Fagaceae	OAK
<i>Quercus agrifolia</i> var. <i>agrifolia</i>	Coast Live Oak
<i>Quercus dumosa</i>	Nuttall's Scrub Oak
Geraniaceae	GERANIUM
* <i>Erodium brachycarpum</i>	Short-beak Filaree
* <i>Erodium cicutarium</i>	Red-stem Filaree
* <i>Erodium moschatum</i>	White-stem Filaree
<i>Geranium carolinianum</i>	Caroline Geranium
* <i>Pelargonium zonale</i>	Zonal Geranium
* <i>Pelargonium</i> sp.	Geranium
Grossulariaceae	CURRENT
<i>Ribes speciosum</i>	Fuchsia-flowered Gooseberry
Hydrophyllaceae	WATERLEAF

SCIENTIFIC NAME	COMMON NAME
<i>Eriodictyon crassifolium</i>	Thick-leaved Yerba Santa
<i>Eucrypta chrysanthemifolia</i>	Eucrypta
<i>Pholistoma auritum</i> var. <i>auritum</i>	Lilja Fiesta Flower
Lamiaceae	MINT
* <i>Marrubium vulgare</i>	Horehound
<i>Salvia mellifera</i>	Black Sage
Malvaceae	MALLOW
<i>Malacothamnus fasciculatus</i>	Chaparral mallow
* <i>Malva parviflora</i>	Cheeseweed
<i>Sidalcea malvaeiflora</i> ssp. <i>sparsifolia</i>	Checker-bloom
Moraceae	MULBERRY
* <i>Ficus carica</i>	Edible Fig
Myoporaceae	MYOPORUM
* <i>Myoporum laetum</i>	Ngaio
Myrtaceae	MYRTLE
* <i>Eucalyptus</i> sp.	Eucalyptus
Nyctaginaceae	FOUR-O-CLOCK
<i>Mirabilis californica</i>	California Wishbone Plant
* <i>Mirabilis jalapa</i> (magenta flowers)	Four-O'Clock
* <i>Mirabilis jalapa</i> (yellow flowers)	Four O'Clock
Onagraceae	EVENING-PRIMROSE
<i>Camissonia robusta</i>	Evening Primrose
<i>Clarkia purpurea</i> ssp. <i>viminea</i>	Large Clarkia
Oxalidaceae	WOOD-SORREL
* <i>Oxalis pes-caprae</i>	Bermuda Buttercup
Papaveraceae	POPPY
<i>Eschscholzia californica</i>	California Golden Poppy
Pittosporaceae	PITTOSPORUM
* <i>Pittosporum undulatum</i>	Mock Orange
Plantaginaceae	PLANTAIN
<i>Plantago erecta</i>	Dot-seed Plantain
Polemoniaceae	PHLOX
<i>Eriastrum filifolium</i>	Thread-leaf Woolly-star
<i>Gilia angelensis</i>	Grassland Gilia
<i>Navarretia hamata</i> ssp. <i>leptantha</i>	Narrow-throated Skunkweed
Polygonaceae	BUCKWHEAT
<i>Chorizanthe fimbriata</i> var. <i>fimbriata</i>	Fringed Spineflower
<i>Eriogonum fasciculatum</i> var. <i>fasciculatum</i>	Flat-top Buckwheat
<i>Pterostegia drymarioides</i>	Granny's Hairnet
* <i>Rumex conglomeratus</i>	Curly Dock

SCIENTIFIC NAME	COMMON NAME
<i>Rumex salicifolius</i>	Willow Dock
Portulacaceae	PURSLANE
<i>Claytonia perfoliata</i> ssp. <i>mexicana</i>	Miner's Lettuce
Primulaceae	PRIMROSE
* <i>Anagallis arvensis</i>	Scarlet Pimpernel
Ranunculaceae	BUTTERCUP
<i>Clematis pauciflora</i>	Ropevine
Rhamnaceae	BUCKTHORN
<i>Adolphia californica</i>	California Adolphia
<i>Ceanothus verrucosus</i>	Coast White Lilac
<i>Rhamnus crocea</i>	Spiny Redberry
Rosaceae	ROSE
<i>Adenostoma fasciculatum</i>	Chamise
<i>Heteromeles arbutifolia</i>	Toyon
<i>Prunus ilicifolia</i> ssp. <i>ilicifolia</i>	Holly-leaved Cherry
<i>Rubus</i> sp.	Raspberry
Rubiaceae	MADDER
<i>Galium nuttallii</i> ssp. <i>nuttallii</i>	Nuttall's Bedstraw
Salicaceae	WILLOW
<i>Salix lasiandra</i> ssp. <i>lucida</i>	Lance-leaf Willow
Saxifragaceae	SAXIFRAGE
<i>Jepsonia parryi</i>	Coast Jepsonia
Scrophulariaceae	FIGWORT
<i>Cordylanthus rigidus</i> ssp. <i>setigerus</i>	Dark-tip Bird's-beak
<i>Keckiella cordifolia</i>	Climbing Bush Penstemon
<i>Linaria canadensis</i>	Blus Toadflax
<i>Mimulus aurantiacus</i>	San Diego Monkeyflower
<i>Scrophularia californica</i> ssp. <i>floribunda</i>	California Figwort
Solanaceae	NIGHTSHADE
* <i>Nicotiana glauca</i>	Tree Tobacco
<i>Solanum parishii</i>	Parish's Nightshade
Tamaricaceae	TAMARISK
* <i>Tamarix</i> sp.	Tamarisk
<i>Tropaeolaceae</i>	
* <i>Tropaeolum majus</i>	
Ulmaceae	ELM
* <i>Ulmus parvifolia</i>	Chinese Elm
Verbenaceae	VERBENA
* <i>Lantana montevidensis</i>	Lantana
<i>Verbena menthifolia</i>	

SCIENTIFIC NAME	COMMON NAME
MONOCOTS	
Agavaceae	AGAVE
* <i>Agave americana</i>	American Agave
<i>Calochortus splendens</i>	Splendid Mariposa
<i>Chlorogalum parviflorum</i>	Small-flower Soap-plant
<i>Dichelostemma capitatum</i> ssp. <i>capitatum</i>	Wild Hyacinth
<i>Yucca schidigera</i>	Mojave Yucca
Areaceae	PALM
* <i>Syagrus romanzoffiana</i>	Queen Palm
<i>Asparagaceae</i>	
* <i>Asparagus asparagoides</i>	Asparagus
Commelinaceae	SPIDERWORT
* <i>Commelina benghalensis</i>	Dayflower
Cyperaceae	SEDGE
* <i>Cyperus involucratus</i>	Umbrella Flatsedge
<i>Cyperus eragrostis</i>	Tall Flatsedge
Iridaceae	IRIS
* <i>Chasmanthe floribunda</i>	
Juncaceae	RUSH
<i>Juncus acutus</i> ssp. <i>leopoldii</i>	Juncus
Liliaceae	LILY
Poaceae	GRASS
* <i>Arundo donax</i>	Giant Reed
* <i>Avena barbata</i>	Slender Wild Oat
<i>Bothriochloa barbinodis</i>	Cane Bluestem
* <i>Bromus diandrus</i>	Ripgut Grass
* <i>Bromus hordeaceus</i>	Soft Chess
* <i>Bromus madritensis</i> ssp. <i>rubens</i>	Red Brome
* <i>Cynodon dactylon</i>	Bermuda Grass
* <i>Hordeum murinum</i> ssp. <i>leporinum</i>	Hare Barley
<i>Leymus condensatus</i>	Giant Ryegrass
* <i>Lolium</i> sp.	Ryegrass
<i>Melica imperfecta</i>	Coast Range Melic
<i>Muhlenbergia microsperma</i>	Littleseed Muhly
<i>Nassella lepida</i>	Foothill Needlegrass
<i>Nassella pulchra</i>	Purple Needlegrass
<i>Paspalum</i> sp.	
* <i>Pennisetum setaceum</i>	Fountain Grass
* <i>Piptatherum miliaceum</i>	Smilo Grass
* <i>Poa annua</i>	Annual Bluegrass

SCIENTIFIC NAME	COMMON NAME
* <i>Poa pratensis</i>	Kentucky Bluegrass
* <i>Polypogon monspeliensis</i>	Annual Beard Grass
<i>Rhynchelytrum repens</i>	
* <i>Schismus barbatus</i>	Mediterranean Schismus
* <i>Vulpia myuros</i>	Foxtail Fescue
CRYPTOGAMS	
Polypodiaceae	POLYPODY
<i>Polypodium californicum</i>	California Polypody
Pteridaceae	BRAKE
<i>Pentagramma triangularis</i> ssp. <i>viscosa</i>	Silverback Fern
Selaginellaceae	SPIKE-MOSS
<i>Selaginella cinerascens</i>	Ashy Spike-moss
GYMNOSPERMS	
Pinaceae	PINE
* <i>Pinus</i> sp.	Pine

*This floristic list a compilation of previous studies from this and nearby canyons, available literature, and field observations. Not all of these species are present in the study area. It was this more complete floristic list that was used to develop the plant lists used for revegetation.

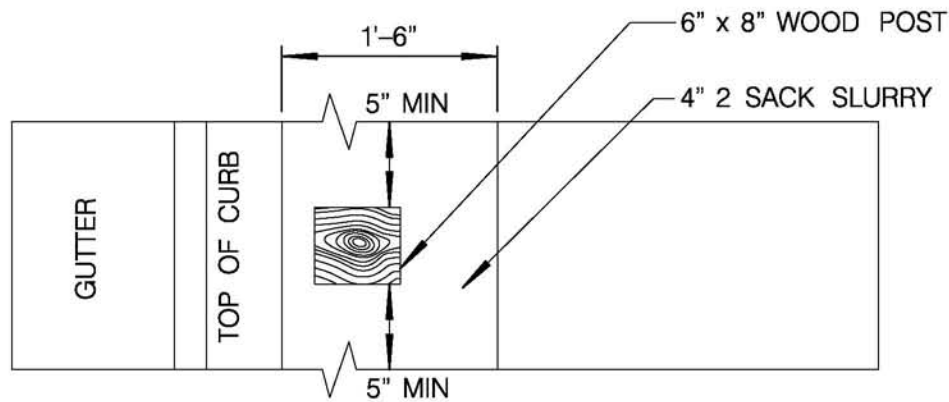
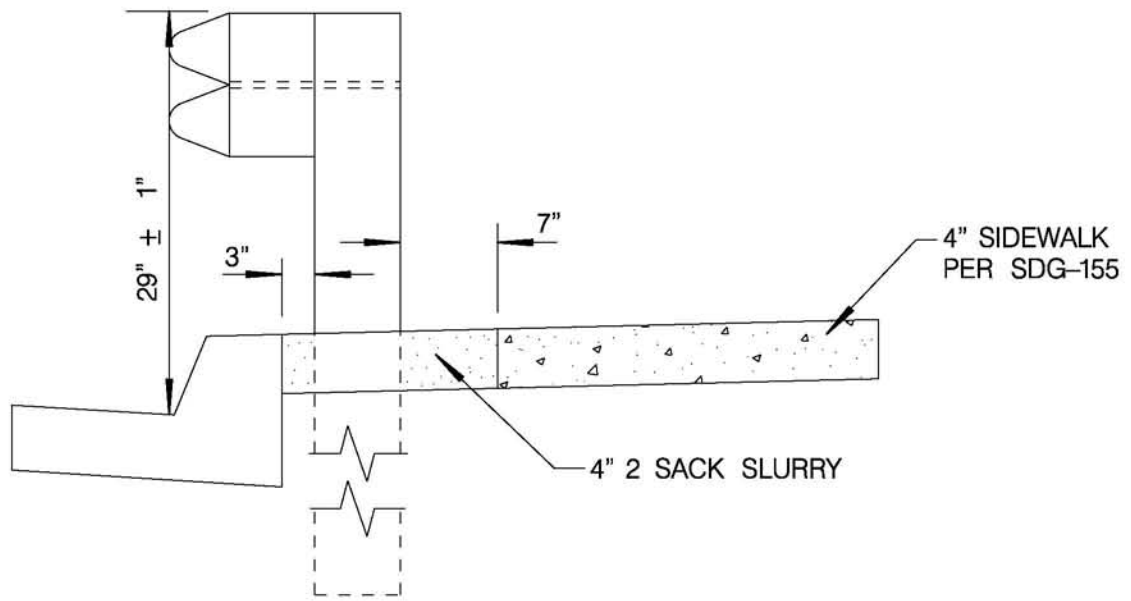
Juniper Canyon Fauna List

The following animal species were observed by Foothill Associates' biologists in the study area.

SCIENTIFIC NAME	COMMON NAME
Amphibians & Reptiles	
<i>Sceleporous occidentalis</i>	Western Fence Lizard
Birds	
<i>Buteo jamaicensis</i>	Red-tailed Hawk
<i>Zenaida macroura</i>	Mourning Dove
<i>Calypte anna</i>	Anna's Hummingbird
<i>Sayornis nigricans</i>	Black Phoebe
<i>Aphelocoma californica</i>	Western Scrub-Jay
<i>Corvus brachyrhynchos</i>	American Crow
<i>Psaltiriparus minimus</i>	Bushtit
<i>Thryomanes bewickii</i>	Bewick's Wren
<i>Troglodytes aedon</i>	House Wren
<i>Chamaea fasciata</i>	Wrentit
<i>Mimus polyglottos</i>	Northern Mockingbird
<i>Toxostoma redivivum</i>	California Thrasher
<i>Sturnus vulgaris</i>	European Starling
<i>Vermivora celata</i>	Orange-crowned Warbler
<i>Dendroica coronata</i>	Yellow-rumped Warbler
<i>Geothlypis trichas</i>	Common Yellowthroat
<i>Piranga ludoviciana</i>	Western Tanager
<i>Pipilo maculatus</i>	Spotted Towhee
<i>Pipilo crissalis</i>	California Towhee
<i>Melospiza melodia</i>	Song Sparrow
<i>Carpodacus mexicanus</i>	House Finch
<i>Carduelis psaltria</i>	Lesser Goldfinch
<i>Passer domesticus</i>	House Sparrow
Mammals	
<i>Canis latrans</i>	Coyote (scat)
<i>Canis familiaris</i>	Domestic Dog
<i>Felis domesticus</i>	House Cat
<i>Sylvilagus audubonii</i>	Desert Cottontail

APPENDIX G

Guardrail SDM-130 Standard Drawing



POST KNOCKOUT PLAN DETAIL

NOTES:

1. THIS STANDARD DRAWING SHALL BE USED WHEN GUARDRAIL IS INSTALLED ADJACENT TO CURB, GUTTER, AND SIDEWALK. THE POST KNOCKOUT DETAIL DOES NOT APPLY WHEN GUARDRAIL IS INSTALLED IN A PARKWAY.
2. SEE CALTRANS STANDARD PLANS FOR ADDITIONAL GUARDRAIL DETAILS.

REVISION	BY	APPROVED	DATE	CITY OF SAN DIEGO - STANDARD DRAWING	RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE
ORIGINAL*	KA	J. NAGELVOORT	01/12		
					COORDINATOR R.C.E. 65271 DATE
				GUARDRAIL	DRAWING NUMBER SDM-130

APPENDIX H

Archaeology Invoice Sample

(FOR ARCHAEOLOGY ONLY)

Company Name

Address, telephone, fax

Date: Insert Date

To: Name of Resident Engineer
City of San Diego
Field Engineering Division
9485 Aero Drive
San Diego, CA 92123-1801

Project Name: Insert Project Name

SAP Number (WBS/IO/CC): Insert SAP Number

Drawing Number: Insert Drawing Number

Invoice period: Insert Date to Insert Date

Work Completed: Bid item Number – Description of Bid Item – Quantity – Unit Price– Amount

Detailed summary of work completed under this bid item: Insert detailed description of Work related to Archaeology Monitoring Bid item. See Note 1 below.

Summary of charges:

Description of Services	Name	Start Date	End Date	Total Hours	Hourly Rate	Amount
Field Archaeologist	Joe Smith	8/29/2011	9/2/2011	40	\$84	\$3,360
Laboratory Assistant	Jane Doe	8/29/2011	9/2/2011	2	\$30	\$60
Subtotal						\$3,420

Work Completed: Bid item Number – Description of Bid Item – Quantity – Unit Price– Amount

Detailed summary of work completed under this bid item: Insert detailed description of Work related to Archaeology Curation/Discovery Bid item. See Note 2 below.

Summary of charges:

Description of Services	Where work occurred (onsite vs offsite/lab)	Name	Start Date	End Date	Total Hours	Hourly Rate	Amount
Field Archaeologist		Joe Smith	8/29/2011	9/2/2011	40	\$84	\$3,360
Laboratory Assistant		Jane Doe	8/29/2011	9/2/2011	2	\$30	\$60
Subtotal							\$3,420

Total this invoice: \$ _____

Total invoiced to date: \$ _____

Note 1:

For monitoring related bid items or work please include summary of construction work that was monitored from Station to Station, Native American monitors present, MMC coordination, status and nature of monitoring and if any discoveries were made.

Note 2:

For curation/discovery related bid items or work completed as part of a discovery and curation process, the PI must provide a response to the following questions along with the invoice:

1. Preliminary results of testing including tentative recommendations regarding eligibility for listing in the California Register of Historical Resources (California Register).
 - a. Please briefly describe your application (consideration) of all four California Register criteria.
 - b. If the resource is eligible under Criterion D, please define the important information that may be present.
 - c. Were specialized studies performed? How many personnel were required? How many Native American monitors were present?
 - d. What is the age of the resource?
 - e. Please define types of artifacts to be collected and curated, including quantity of boxes to be submitted to the San Diego Archaeological Center (SDAC). How many personnel were required? How many Native American monitors were present?
2. Preliminary results of data recovery and a definition of the size of the representative sample.
 - a. Were specialized studies performed? Please define types of artifacts to be collected and curated, including quantity of boxes to be submitted to the SDAC. How many personnel were required? How many Native American monitors were present?
3. What resources were discovered during monitoring?
4. What is the landform context and what is the integrity of the resources?
5. What additional studies are necessary?
6. Based on application of the California Register criteria, what is the significance of the resources?
 - a. If the resource is eligible for the California Register, can the resource be avoided by construction?
 - b. If not, what treatment (mitigation) measures are proposed? Please define data to be recovered (if necessary) and what material will be submitted to the SDAC for curation. Are any specialized studies proposed?

(After the first invoice, not all the above information needs to be re-stated, just revise as applicable).

APPENDIX I
Geotechnical Evaluation



San Diego Office

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San Diego, CA 92120
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Indio Office

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(760) 775-5983TOLL FREE
(877) 215-4321FAX
(760) 775-836283-740 Citrus Avenue
Suite G
Indio, CA 92201-3438
www.scst.com

**GEOTECHNICAL INVESTIGATION
TASK NO. 23
JUNIPER STREET
SIDEWALK IMPROVEMENTS
SAN DIEGO, CALIFORNIA**

PREPARED FOR:

**MR. GAETANO MARTEDI
THE CITY OF SAN DIEGO
ENGINEERING AND CAPITAL
PROJECTS DEPARTMENT
600 B STREET, SUITE 800, MS 908A
SAN DIEGO, CALIFORNIA 92101**

PREPARED BY:

**SOUTHERN CALIFORNIA SOIL & TESTING, INC.
6280 RIVERDALE STREET
SAN DIEGO, CALIFORNIA 92120**

Providing Professional Engineering Services Since 1959



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April 13, 2010

SCS&T No. 0811209p
Task No. 23
Report No. 1

Mr. Gaetano Martedi
The City of San Diego
Engineering and Capital Projects Department
600 B Street, Suite 800, MS 908A
San Diego, California 92101

Subject: **GEOTECHNICAL INVESTIGATION**
TASK NO. 23
JUNIPER STREET SIDEWALK IMPROVEMENTS
SAN DIEGO, CALIFORNIA

Dear Mr. Martedi:

This letter transmits Southern California Soil & Testing Inc.'s (SCS&T) report describing the geotechnical investigation performed for the subject site. We understand the improvements on the site will consist of the design and construction of a new sidewalk along the north side of Juniper Street between Felton Street and Westland Avenue. If you have any questions concerning this report, or need additional information, please call us at (619) 280-4321.

Respectfully Submitted,
SOUTHERN CALIFORNIA SOIL AND TESTING, INC.


Garrett B. Fountain, GE 2752
Principal Geotechnical Engineer

GBF:EL:aw

- (4) Addressee
- (1) Addressee via e-mail GMartedi@sandiego.gov

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EXECUTIVE SUMMARY

This report presents the results of the geotechnical investigation Southern California Soil and Testing performed for the Juniper Street Sidewalk Improvements project in the City of San Diego, California. We understand the improvements on the site will consist of the design and construction of a new sidewalk along the north side of Juniper Street between Felton Street and Westland Avenue as well as retaining walls.

Four exploratory borings were drilled with a truck mounted drill rig equipped with a hollow stem auger along Juniper Street. Two of the borings encountered refusal on concrete below the asphalt concrete surface of Juniper Street. The remaining borings extended to depths of between about 6 feet and 12 feet. Two exploratory test pits were excavated to depths of 3 to 4 feet below the existing ground surface with hand tools. Selected samples from the borings and test pits were tested to evaluate pertinent classification and engineering properties and enable development of geotechnical conclusions and recommendations.

Materials encountered in the borings and test pits consisted of fill underlain by formational material commonly identified as the San Diego Formation. The fill is comprised of very loose silty sand with gravel and cobbles. The San Diego Formation is comprised of very dense silty sandstone that extended to the maximum depth explored in boring B-1, 12 feet. No groundwater was encountered in our test borings or pits.

The main geotechnical considerations affecting the site is the presence of descending fill slopes that are comprised of loose fill that is potentially compressible. It is expected that retaining walls ranging between about 3 and 6 feet in height will be needed to widen the sidewalk. Remedial grading can be performed to minimize the potential settlement of the underlying fill below the sidewalk. Conventional masonry or mechanically stabilized earthen (MSE) retaining walls can be constructed. Temporary shoring may be needed to construct the retaining walls and perform the remedial grading below the bottom of the retaining walls. Shallow foundations can be used to support the retaining walls. Alternatively, the retaining walls can be supported on deep foundations. Additional subsurface exploration will be needed if deep foundations are to be used. The recommendation of drilled piers can be provided with further soil investigation. No specific grading or foundation plans are available at this time. The grading and foundation recommendations in this report may need to be updated once grading and foundation plans are developed.



1. INTRODUCTION

1.1 GENERAL

This report presents the results of the geotechnical investigation Southern California Soil and Testing performed for the Juniper Street Sidewalk Improvements project in the City of San Diego, California. We understand the improvements on the site will consist of the design and construction of a new sidewalk along the north side of Juniper Street between Felton Street and Westland Avenue as well as retaining walls. A alignment location map is shown on Figure 1.

1.2 PROJECT SCOPE OF WORK

The scope of the geotechnical investigation work will consist of:

- Contacting Underground Service Alert to mark existing utility lines;
- Drilling 4 exploratory borings 20 feet deep;
- Logging the materials encountered in the exploratory borings and obtaining samples for examination and laboratory testing;
- Performing laboratory tests to evaluate material classifications, strength, compressibility and expansion potential;
- Presenting our professional opinions in a report that will include a plot plan, exploration logs, and a summary of the field exploration findings. The report will include conclusions and recommendations regarding:
 - Subsurface conditions beneath the site;
 - Site preparation recommendations;
 - Alternatives for foundation support along with geotechnical engineering criteria for design of the foundations;
 - Resistance to lateral loads;
 - Criteria for seismic design in accordance with California Building Code procedures;
 - Excavation conditions and the potential for difficult excavation conditions;
 - Groundwater level, if encountered;
 - Allowable temporary excavation side slopes and the necessity for shoring;
 - Lateral loads on shoring, if required;
 - Support for concrete flatwork;
 - Lateral earth pressures for the design of retaining walls;
 - Flexible pavement structural sections for the roadways;

- The corrosion potential of on-site soils with respect to ferrous metals and reinforced concrete;
- Slope Stability of the site regarding the proposed retaining wall.

2. DATA ACQUISITION

2.1 FIELD EXPLORATION

Four exploratory borings were drilled with a truck mounted drill rig equipped with a hollow stem auger along Juniper Street. Two of the borings encountered refusal on concrete below the asphalt concrete surface of Juniper Street. The remaining borings extended to depths of between about 6 feet and 12 feet. Two exploratory test pits were excavated to depths of about 3½ feet below the existing ground surface with hand tools. Borings and test pit locations are shown on Figure 2. Auger refusal was encountered in all of the borings. A SCS&T geologist logged the test borings and pits and obtained samples for examination and laboratory testing. The logs of the test borings and test pits are in Appendix I. Soils are classified according to the Unified Soil Classification System illustrated on Figure I-1.

2.2 LABORATORY TESTING

The laboratory program consisted of tests for:

- Grain Size Distribution
- Maximum Density and Optimum Moisture Content
- R-Value Test
- Corrosivity
- Direct Shear

The results of the laboratory tests, and brief explanations of test procedures, are in Appendix II.

3. FINDINGS

3.1 SIDEWALK ALIGNMENT DESCRIPTION

The alignment of the planned sidewalk is along the north side of Juniper Street between Felton Street and Westland Avenue. Juniper Street is oriented in an east-west direction. The total elevation difference is about 50 feet over the span of 900 feet, with low point in the middle portion of the alignment. Juniper Street consists of a road paved with asphalt concrete with guardrails, curbs and gutters along both sides. Portland Cement Concrete Paving was encountered below the asphalt concrete surface along portions of Juniper Street. Fill slopes

descend on the both sides of Juniper Street at inclinations between about 1:1 to 1:½:1 (horizontal:vertical). Additionally, portions of the slopes have been eroded from rain. The slopes are covered by vegetation consisting of dense brush and trees.

3.2 SUBSURFACE CONDITIONS

Materials encountered in the test borings and test pits consisted of fill over San Diego Formation.

Fill: Fill was encountered in test borings B-1 and B-2, and in test pits P-1 and P-2. The fill is comprised of loose silty sand with gravel and cobbles. The fill extended to a depth of about 7 feet in test boring B-1. The remaining borings and test pits were terminated in fill at depths ranging from about 3 feet to 6 feet except for borings B-3 and B-4. Refusal on Portland cement concrete was encountered immediately below the asphalt concrete surface in those borings.

San Diego Formation: Formational material commonly identified as the San Diego Formation underlies the fill. This material is comprised of silty sandstone that is very dense in-place. This material extends to the maximum depth explored of 12 feet in test boring B-2.

3.3 GROUNDWATER

Groundwater was not encountered in the test borings and test pits. However, groundwater levels can fluctuate seasonally, and can rise significantly following periods of precipitation.

3.4 GROUNDSHAKING

A geologic hazard likely to affect the project is groundshaking as a result of movement along an active fault zone in the vicinity of the subject site. The site coefficients and adjusted maximum considered earthquake spectral response acceleration parameters in accordance with the 2007 California Building Code based on the 2006 International Building Code are presented below:

Site Coordinates: Latitude 32.729°

Longitude -117.121°

Site Class: D

Site Coefficient $F_a = 1.0$

Site Coefficient $F_v = 1.5$

Spectral Response Acceleration at Short Periods $S_s = 1.388$

Spectral Response Acceleration at 1-Second Period $S_1 = 0.4525$

$S_{MS} = F_a S_s$

$S_{M1} = F_v S_1$

$S_{DS} = 2/3 * S_{MS}$

$S_{D1} = 2/3 * S_{M1}$

3.5 SLOPE STABILITY

The site is located in SUBAREA 3-1 of AREA 3 of Landslide Hazard Identification Map No. 33. AREA 3 is classified as Generally Susceptible to slope instability. SUBAREA 3-1 includes slopes that are at or near their stability limits due to a combination of weak materials and steep slopes (many slope angles exceed 15 degrees). Although most slopes within Area 3-1 do not currently contain landslide deposits, they can be expected to fail, locally, when adversely modified.

Descending slopes are located along both sides of the Juniper Street alignment. The slopes consist of loose fill comprised of silty sand with cobbles. Our analyses indicate the existing slopes are stable with respect to global stability. However, the slopes range between about 1:1(horizontal:vertical) and 1½:1(horizontal:vertical). Typically, slopes steeper than 2:1(horizontal:vertical) are more susceptible to surficial erosion. Final surface grades around improvements should be designed to collect and direct surface water away from the improvements and toward appropriate drainage facilities. Water should not be allowed to flow over the face of slopes. Additionally, it is anticipated that landscaping or other measures will be needed to help minimize surficial sloughing. The results of our analysis are presented in Appendix III.

3.6 CITY OF SAN DIEGO SEISMIC SAFETY ZONE

The site is located in Geologic Hazards Category 52 according to the City of San Diego Seismic Safety Study. Hazards Category 52 is assigned to areas with gently sloping to steep terrain with favorable geologic structure and low risk. In our opinion, the geologic risk at the subject site can be considered low.

4. CONCLUSIONS

The main geotechnical considerations affecting the site is the presence of descending fill slopes that are comprised of loose fill that is potentially compressible. It is expected that retaining walls ranging between about 3 and 6 feet in height will be needed to widen the sidewalk. Remedial grading can be performed to minimize the potential settlement of the underlying fill below the sidewalk. Conventional masonry or mechanically stabilized earthen (MSE) retaining walls can be constructed. Temporary shoring may be needed to construct the retaining walls and perform the remedial grading below the bottom of the retaining walls. Shallow foundations can be used to support the retaining walls. Alternatively, the retaining walls can be supported on deep foundations. Additional subsurface exploration will be needed if deep foundations are to be used.

5. RECOMMENDATIONS

5.1 GRADING

5.1.1 Site Preparation

Site preparation should begin with the removal of the vegetation and deleterious matter in the area of planned improvements and areas to receive fill. The existing fill should be excavated to a depth of 2 feet below the bottom of the planned retaining wall footing elevation; and excavated to a depth of 1 foot below the bottom of the planned sidewalk subgrade elevation. Horizontally, the excavation should extend a minimum of 3 feet beyond the perimeter of improvements or up to existing improvements whichever is less. The excavated material can be used as fill. Additionally, a reinforcing fabric, such as Mirafi® HP570 or an equivalent should be placed at the bottom of the excavation.

A SCS&T representative should observe conditions exposed in the bottom of the excavations to determine if additional removal is required.

5.1.2 Earthwork

The material exposed in the bottom of the excavation should be scarified to a depth of 8 inches, moisture conditioned and compacted to at least 90% relative compaction. Fill should be placed in 6- to 8-inch thick loose lifts, moisture conditioned to near optimum moisture content, and compacted to at least 90% relative compaction. The maximum dry density and optimum moisture content for the evaluation of relative compaction should be determined in accordance with ASTM D 1557.

5.1.3 Site Excavation Characteristics

Conventional heavy equipment in good working order is expected to be able to excavate the fill to the anticipated excavation depth. However, gravel and cobbles in the fill should be expected during grading operation. Contract documents should specify that the contractor mobilize equipment capable of excavating and breaking the cobbles.

5.1.4 Temporary Excavation Slopes

Temporary slopes in fill should not be steeper than 1:1 (horizontal:vertical). Temporary slopes in the formational material should not be steeper than ½:1 (horizontal:vertical). The faces of temporary slopes should be inspected daily by the contractor's Competent Person before personnel are allowed to enter the excavation. Any zones of potential instability, sloughing or raveling should be brought to the attention of the Engineer and corrective action implemented before personnel begin working in the excavation.

Slopes steeper than those described above will require shoring. Soldier piles and lagging, sheet piles, internally braced shoring, or anchor tie-back walls could be used. Recommended earth pressure values for cantilever shoring (soldier piles and lagging and sheet piles without tie-back anchors) and for shoring with multiple levels of bracing (internally braced or tie-back) are shown on Figure 4. The surcharge loads on shoring from traffic and construction equipment working adjacent to the trench can be modeled by assuming an additional 2 feet of soil behind the wall.

Excavated materials should not be stockpiled behind temporary shoring within a distance equal to the depth of the excavation. SCS&T should be notified if other surcharge loads are anticipated so that lateral load criteria can be developed for the specific situation.

Existing fill should be classified as Type C soils in accordance with CalOSHA guidelines. The San Diego Formation can be considered as a Type B material.

5.1.5 Fill Slopes

Fill slopes should be constructed at inclinations of 2:1 (horizontal:vertical) or flatter. Compaction of slopes should be performed by back-rolling with a sheepsfoot compactor at vertical intervals of 2 feet or less as the fill is being placed, and by track-walking the face of the slope when the fill is completed. As an alternative, the fill slopes can be overfilled by at least 2 feet and cut back to expose dense material at the design line and grade.

Fills should be keyed and benched into temporary slopes.

5.1.6 Expansive Soil

The soils on-site were visually classified as non-detrimentally expansive.

5.1.7 Imported Soil

Imported soils should consist of non-detrimentally expansive soils (EI less than 20), free of organic material and over-size material (greater than 3 inches in any dimension). Additionally, imported soil should be approved by SCS&T prior to transport to the subject site.

5.1.8 Surface Drainage

Final surface grades around improvements should be designed to collect and direct surface water away from the improvements and toward appropriate drainage facilities. Water should not be allowed to flow over the face of slopes.

The ground around improvements should be graded so that surface water flows rapidly away without ponding. In general, we recommend that the ground slope at a gradient of at least 2%. Densely vegetated areas where runoff can be impaired should have a minimum gradient of at least 5% within the first 5 feet from the structures.

Drainage patterns established at the time of fine grading should be maintained throughout the life of the proposed structures. Site irrigation should be limited to the minimum necessary to sustain landscape growth. Should excessive irrigation, impaired drainage, or unusually high rainfall occur, saturated zones of perched groundwater can develop.

5.1.9 Grading Plan Review

The grading plans should be submitted to SCS&T for review to ascertain that the recommendations contained in this report have been implemented, and no revised recommendations are necessary due to change in the development scheme.

5.2 FOUNDATION RECOMMENDATIONS

5.2.1 Shallow Foundations

Shallow foundations with bottom levels in compacted fill can be used for the support of the planned retaining wall. The footings should have a minimum depth of 24 inches below lowest adjacent finish grade. A minimum footing width of 24 inches is recommended. Footings located adjacent or within slopes should be extended to a depth such that a minimum horizontal distance of 7 feet exists between the outside bottom of the footing and the face of the slope. Excavation depths up to about 4 feet from the existing ground should be expected.

A bearing capacity of 1,500 pounds per-square-foot (psf) can be used for the total of dead and long-term live loads. This value can be increased by $\frac{1}{3}$ when considering the total of all loads, including seismic forces.

5.2.2 Static Settlement Characteristics

Total footing settlements are estimated to be less than $\frac{1}{2}$ inch. Differential settlements between adjacent footings are estimated to be less than $\frac{1}{2}$ inch. Settlements should occur rapidly, and should be completed shortly after structural loads are applied.

5.2.3 Resistance to Lateral Loads

Lateral loads will be resisted by friction between the bottoms of footings and passive pressure on the faces of footings and other structural elements below grade. A friction factor of 0.30 can be used. Passive pressure can be computed using a lateral pressure value of

300 psf per foot of depth below the ground surface. The upper 1 foot of soil should not be relied on for passive support unless the ground is covered with pavements or slabs.

5.2.4 Foundation Plan Review

The foundation plans should be submitted to SCS&T for review to ascertain that the intent of the recommendations in this report has been implemented and that revised recommendations are not necessary due to the layout.

5.2.5 Foundation Excavation Observations

It is recommended that all foundation excavations and pier holes be approved by a representative from SCS&T prior to forming or placing reinforcing steel.

5.3 RETAINING WALLS

5.3.1 Passive Pressure

The passive pressure for the retaining walls can be considered to be 300 psf per foot of depth up to a maximum of 1,500 psf. This pressure may be increased by $\frac{1}{3}$ for seismic loading. The coefficient of friction for concrete to soil may be taken as 0.30 for resistance to lateral movement. When combining frictional and passive resistance, the former should be reduced by $\frac{1}{3}$. The upper 12 inches of soil in front of retaining wall footings should not be included in passive pressure calculations unless pavement extends adjacent to the footing.

5.3.2 Active Pressure

The active soil pressure for the design of unrestrained earth retaining structures with level backfills can be taken as equivalent to the pressure of a fluid weighing 40 pounds per cubic foot (pcf). A granular and drained backfill condition has been assumed. A typical wall backdrain detail is shown on Figure 5. Surcharge loads from vehicles can be taken into account by assuming an additional 2 feet of soil is supported by the wall. If any other surcharge loads are anticipated, SCS&T should be contacted for the necessary increase in soil pressure.

5.3.3 At-Rest Pressure

The at-rest soil pressure for the design of restrained earth retaining structures with level backfills can be taken as equivalent to the pressure of a fluid weighing 60 pcf. A granular and drained backfill condition has been assumed. Surcharge loads from vehicles can be taken into account by assuming an additional 2 feet of soil is supported by the wall. If any other surcharge loads are anticipated, SCS&T should be contacted for the necessary increase in soil pressure.

5.3.4 Seismic Earth Pressure

The seismic earth pressures can be taken as an inverted triangular distribution with a maximum pressure at the top equal to 18H pounds per square foot (with H being the height of the retained earth in feet). This pressure is in addition to the static design wall load. The allowable passive pressure and bearing capacity can be increased by 1/3 in determining the stability of the wall.

5.3.5 Backfill

All backfill soils should be compacted to at least 90% relative compaction. Expansive, clayey soils should not be used for backfill material. Wall backfill should meet the California Department of Transportation Standard Specifications for Structure backfill. The wall should not be backfilled until the grout has reached an adequate strength.

5.3.6 Factor of Safety

The above values, with the exception of the allowable soil bearing pressure, do not include a factor of safety. Appropriate factors of safety should be incorporated into the design.

5.4 MSE WALL DESIGN PARAMETERS

The following soil parameters can be used for the design of mechanically stabilized earthen walls.

TABLE 1
Mechanically Stabilized Earth Wall Design Parameters

	Reinforced Soil	Retained Soil	Foundation Soil
Internal Friction Angle (degrees)	30°	30°	30°
Cohesion (pounds per square foot)	0	0	0
Moist Unit Weight (pounds per cubic foot)	130	130	130

5.5 SLABS-ON-GRADE - SIDEWALKS

The upper 2 feet of soil below sidewalks should have an Expansion Index of 20 or less. Exterior concrete slabs-on-grade should have a minimum thickness of 4 inches and be constructed in accordance with The City of San Diego Regional Standard Drawings.



5.6 CORROSIVITY

Based on Caltrans “Corrosion Guidelines, Version 1.0”, dated September 2003, the materials underlying the alignments form a non-corrosive environment with respect to steel and reinforced concrete. Nevertheless, Type II modified portland cement is recommended for use in concrete in contact with ground.

5.7 FLEXIBLE PAVEMENT SECTION RECOMMENDATIONS

Soil samples considered representative of the subgrade material were obtained for R-Value testing. The R-Value was determined in accordance with California Test Method 301. The following Table 2 presents alternatives for pavement section construction designed in accordance with The City of San Diego Regional Standard Drawings and the corresponding R-Value test result.

TABLE 2
Flexible Pavement Section

Pavement Area	R-Value	Traffic Index	Asphalt Concrete (inches)	Cement Treated Base* (inches)
Juniper Street	29	5.0	3.0	5.5
Juniper Street	29	6.0	3.0	8.0
Juniper Street	29	7.0	3.0	10.0

The upper twelve inches of subgrade shall be scarified, moisture conditioned to above optimum moisture requirements, and compacted to at least 95% of the maximum dry density determined in accordance with ASTM D 1557. All soft or spongy areas shall be removed and replaced with compacted fill. The base material shall be compacted to at least 95% of its maximum dry density. Additionally, the asphalt concrete should be compacted to at least 95% relative compaction. All materials and methods of construction shall conform to good engineering practices and the minimum standards set forth by the City of San Diego.

6. CLOSURE

6.1 GEOTECHNICAL REVIEW

The foundation and earthwork plans and pertinent sections of the project specifications should be reviewed by the geotechnical engineer to evaluate conformance with the intent of the conclusions and recommendations contained in this report. If project conditions or final design vary from those described in this report, SCS&T should be contacted regarding the applicability



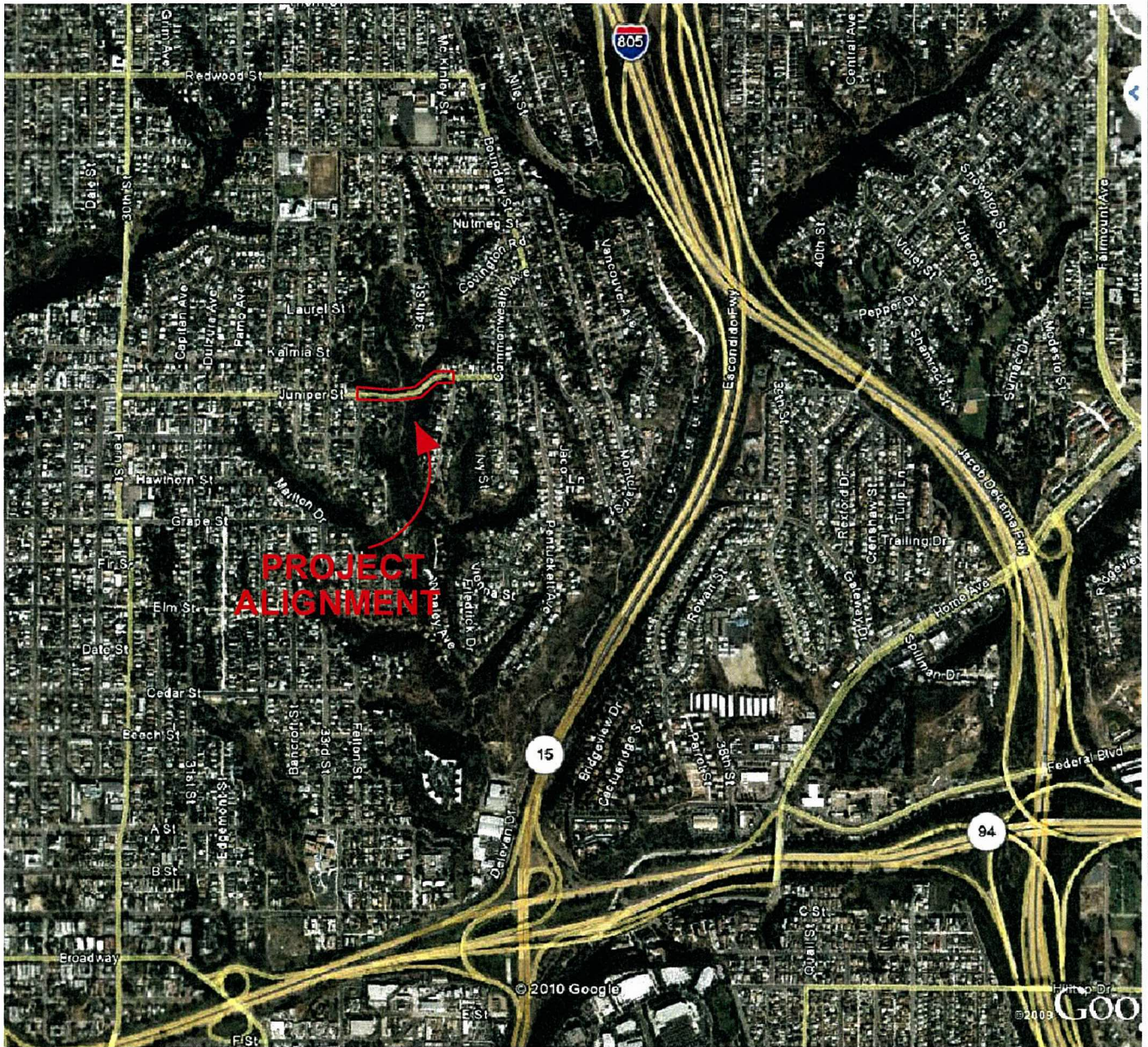
of, and the necessity for any revisions to, the conclusions and recommendations presented in this report.

Removal of unsuitable soils, placement and compaction of structural fill and excavations for footings should be observed by the geotechnical engineer or engineering geologist of record. Appropriate field tests should be performed to provide quality control and quality assurance for structural fills and related earthwork elements.

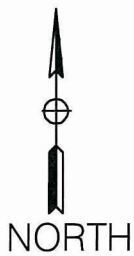
6.2 LIMITATIONS

This report is based on the project as described and the information obtained from the test borings at the approximate locations indicated on Figure 2. The findings are based on the results of the field, laboratory and office investigations, combined with interpolation and extrapolation of conditions between and beyond the boring and test pit locations and reflect interpretation of the limited direct evidence obtained.

This report has been prepared for the use of The City of San Diego in design of the described project. It may not contain sufficient information for other users or other purposes. This report has been prepared in accordance with generally accepted geotechnical practice in San Diego County. No warranty, express or implied, is given or intended with respect to the information contained in this report.



2010 Google Map



SOUTHERN CALIFORNIA
SOIL & TESTING, INC.

ALIGNMENT LOCATION MAP

JUNIPER STREET
SIDEWALK IMPROVEMENT

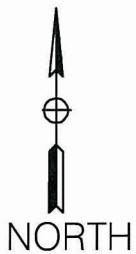
Date: 4/5/2010
By: RB/EL
Job No.: 0811209-1
Scale: Not To Scale




Figure:

1



SCS&T LEGEND



- B-4**  APPROXIMATE TEST BORING LOCATION
- P-2**  APPROXIMATE TEST PIT LOCATION
- A A'**  APPROXIMATE LOCATION OF CROSS SECTION



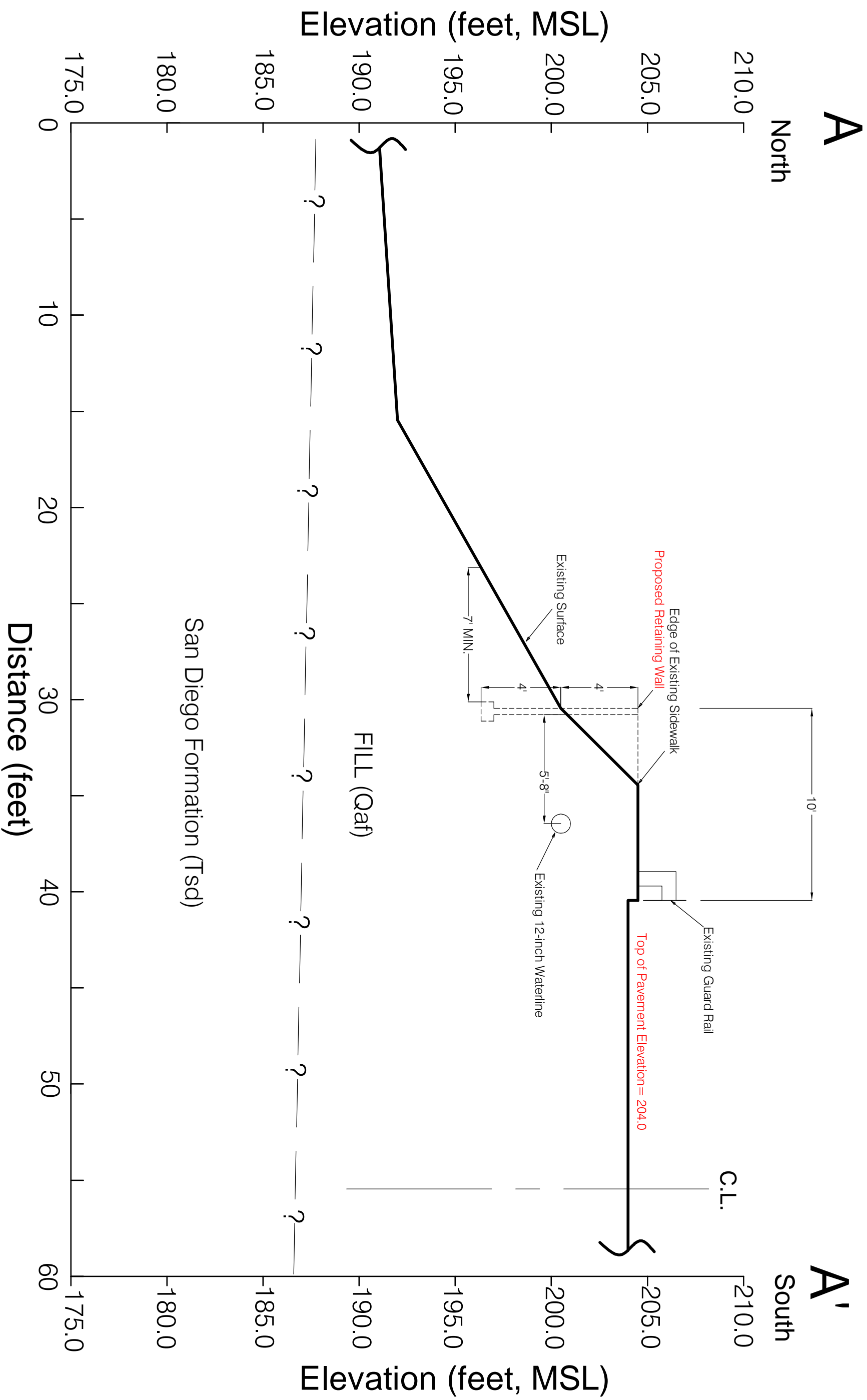
SOUTHERN CALIFORNIA
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SUBSURFACE INVESTIGATION
LOCATION MAP
JUNIPER STREET SIDEWALK
IMPROVEMENTS

Date: 4/5/2010
By: RB/EL
Job No.: 0811209-1
Scale: Not To Scale

Figure:

2



Date: 4/8/2010
 By: EL
 Job No.: 0811209-1
 Scale: 1 inch = 5 feet
 212 | Page

CROSS SECTION A-A'
 JUNIPER STREET SIDEWALK
 IMPROVEMENTS


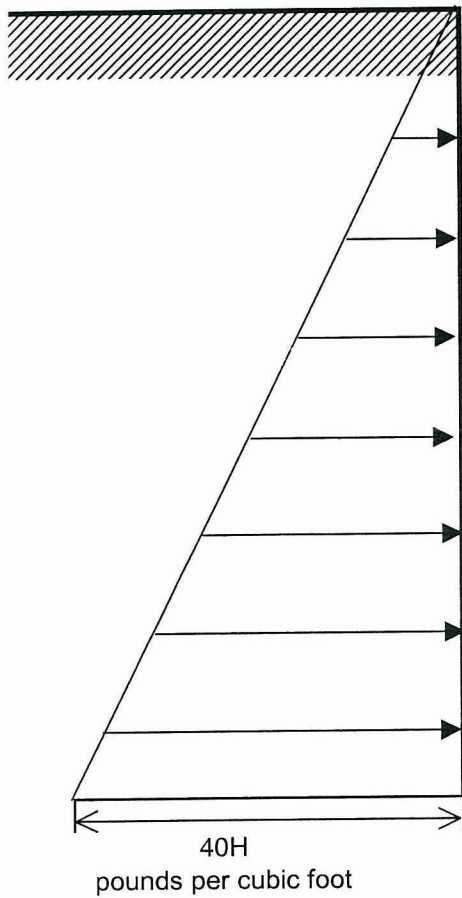
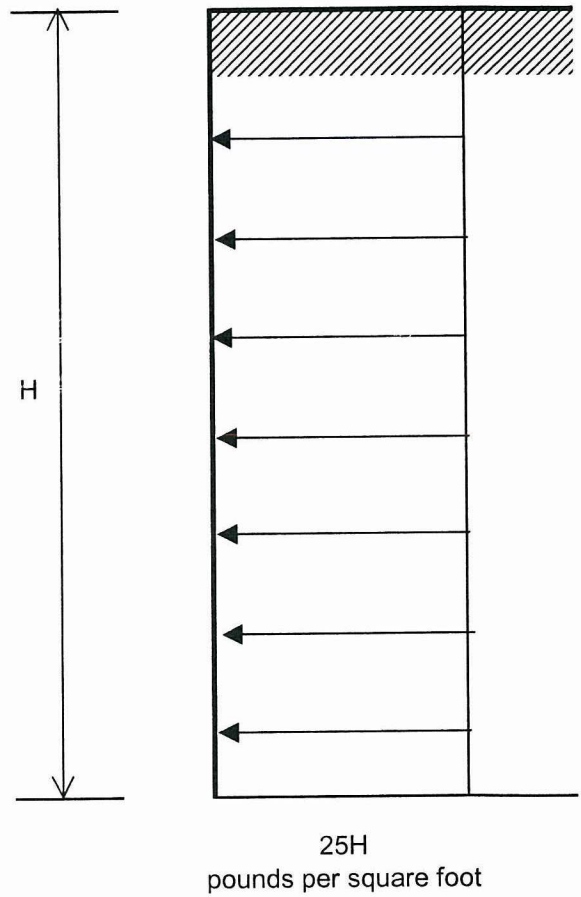
 SOUTHERN CALIFORNIA
 SOIL & TESTING, INC.

Figure:
3

**CANTILEVER SHORING OR
1 LEVEL OF BRACING**



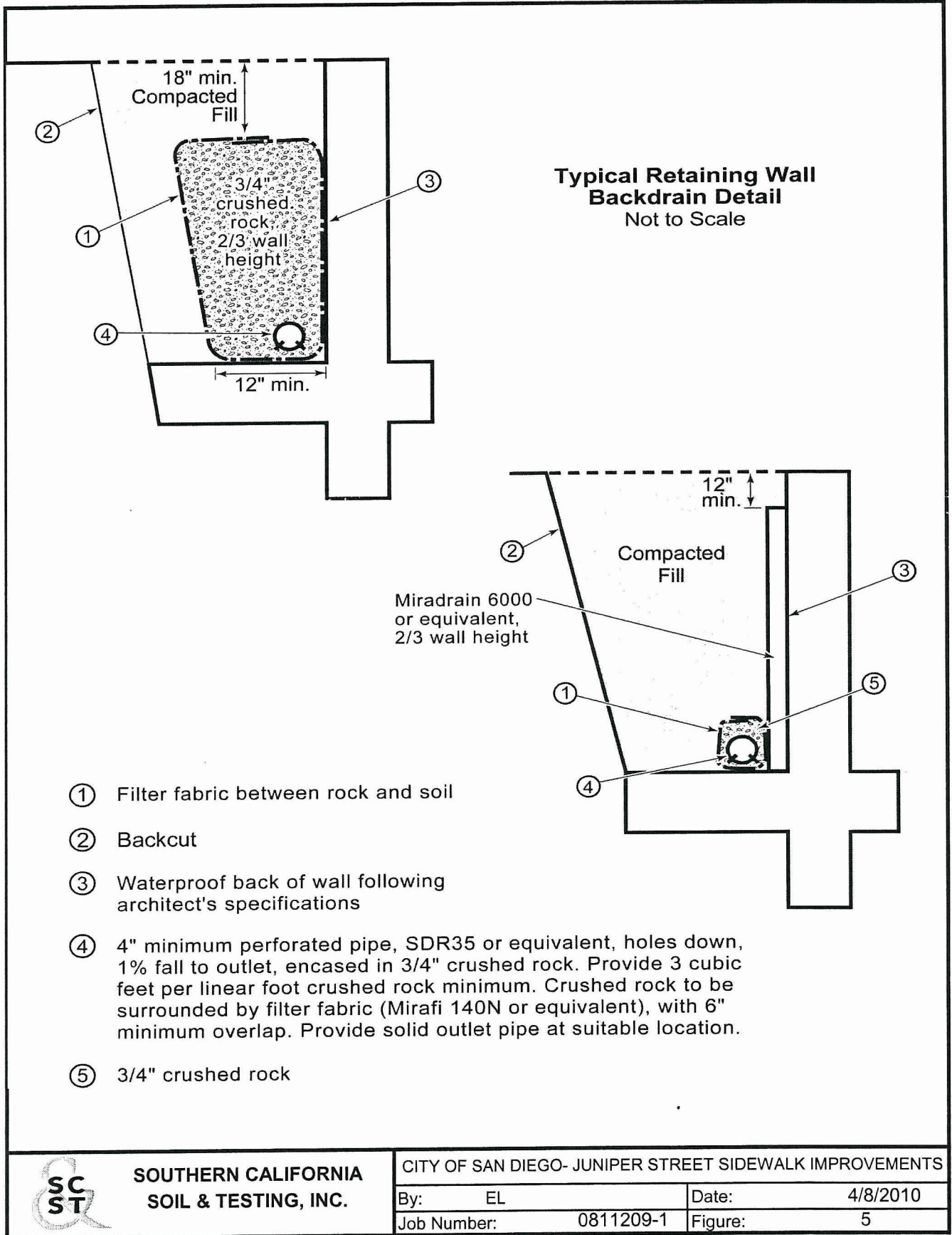
MULTIPLE LEVELS OF BRACING



**SOUTHERN CALIFORNIA
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CITY OF SAN DIEGO - JUNIPER STREET SIDEWALK IMPROVEMENTS

By:	EL	Date:	4/6/2010
Job Number:	0811209-1	Figure:	4



**APPENDIX I
FIELD INVESTIGATION**

Four exploratory test borings were drilled at the locations indicated on Figure 2 on March 26, 2010; and two exploratory test pits were excavated on April 3, 2010. The fieldwork was performed under the observation of our geologist, who also logged the borings and obtained samples of the materials encountered. Relatively undisturbed samples were obtained with a 2.5-inch inner diameter sampler driven with a 140-pound weight falling 30 inches. Standard Penetration Tests were performed by driving a 1.4-inch inner diameter sampler with a 140-pound weight falling 30 inches. The number of blows required to drive the sampler the final 12 inches of an 18-inch drive are noted on the borings logs as "Penetration (blows/ft. of drive)." The number of blows required to drive the sampler the final 12 inches of an 18-inch drive are noted on the borings logs as "Penetration (blows/ft. of drive)." Disturbed samples were obtained from drill cuttings.

The boring logs are presented on pages I-2 through 7. Soils are described in accordance with the Unified Soil Classification System illustrated on page I-1.

SUBSURFACE EXPLORATION LEGEND

UNIFIED SOIL CLASSIFICATION CHART

SOIL DESCRIPTION	GROUP SYMBOL	TYPICAL NAMES
I. COARSE GRAINED, more than 50% of material is larger than No. 200 sieve size.		
GRAVELS More than half of coarse fraction is larger than No. 4 sieve size but smaller than 3".	CLEAN GRAVELS	GW Well graded gravels, gravel-sand mixtures, little or no fines.
		GP Poorly graded gravels, gravel sand mixtures, little or no fines.
	GRAVELS WITH FINES (Appreciable amount of fines)	GM Silty gravels, poorly graded gravel-sand-silt mixtures.
		GC Clayey gravels, poorly graded gravel-sand, clay mixtures.
SANDS More than half of coarse fraction is smaller than No. 4 sieve size.	CLEAN SANDS	SW Well graded sand, gravelly sands, little or no fines.
		SP Poorly graded sands, gravelly sands, little or no fines.
	SANDS WITH FINES (Appreciable amount of fines)	SM Silty sands, poorly graded sand and silty mixtures.
		SC Clayey sands, poorly graded sand and clay mixtures.
II. FINE GRAINED, more than 50% of material is smaller than No. 200 sieve size.		
SILTS AND CLAYS (Liquid Limit less than 50)	ML	Inorganic silts and very fine sands, rock flour, sandy silt or clayey-silt-sand mixtures with slight plasticity.
	CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays.
	OL	Organic silts and organic silty clays or low plasticity.
SILTS AND CLAYS (Liquid Limit greater than 50)	MH	Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts.
	CH	Inorganic clays of high plasticity, fat clays.
	OH	Organic clays of medium to high plasticity.
III. HIGHLY ORGANIC SOILS	PT	Peat and other highly organic soils.

- | | |
|--|--|
| <ul style="list-style-type: none"> ∇ - Water level at time of excavation or as indicated ⊗ - Bulk Sample AL - Atterberg Limits CAL - Modified California penetration test sampler CK - Undisturbed chunk sample CL - Chloride CON - Consolidation COR - Corrosivity Test <ul style="list-style-type: none"> - Sulfate - Chloride - pH and Resistivity DS - Direct Shear EI - Expansion Index | <ul style="list-style-type: none"> MS - Maximum Size of Particle MAX - Maximum Density pH - pH & Resistivity RC - Relative Compaction RV - R Value SA - Sieve Analysis SC - Sand Cone SF - Sulfate & Chloride SPT - Standard penetration test sampler ST - Shelby Tube TX - Triaxial Compression UC - Unconfined Compression PER - Permeability |
|--|--|

SOUTHERN CALIFORNIA SOIL & TESTING, INC.	CITY OF SAN DIEGO - JUNIPER STREET SIDEWALK IMPROVEMENTS	
	By: RB	Date: 4/13/2010
	Job Number: 0811209-1	Figure I - 1

LOG OF EXPLORATORY BORING NUMBER B-1

Date Excavated:	3/26/2010	Logged by:	RB
Equipment:	Hollow Stem Auger	Project Manager:	GF
Surface Elevation (ft):	N/A	Depth to Water (ft):	N/A

DEPTH (ft)	USCS	SUMMARY OF SUBSURFACE CONDITIONS	SAMPLES		PENETRATION (blows/ ft. of drive)	MOISTURE (%)	DRY UNIT WT. (pcf)	LABORATORY TESTS
			UNDISTURBED	BULK				
		6 INCHES ASPHALT CONCRETE OVER 8 INCHES BASE						
2	SM	FILL (Qaf) - Brown, moist, loose, SILTY SAND		X				
4		... observed gravel and cobble		X				
6		... becomes light brown and very dense below 4 feet (High blow counts due to cobble)	CAL		50/4"			
8		SAN DIEGO FORMATION (Tsd) - Yellowish brown, moist, very dense. SILTY SANDSTONE		X				
10			CAL		50/5"	10.5	92.6	
12		AUGER REFUSAL AT 12 FEET	CAL		50/2"			
14								
16								
18								
20								



**SOUTHERN CALIFORNIA
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CITY OF SAN DIEGO - JUNIPER STREET SIDEWALK IMPROVEMENTS

By: RB Date: 4/13/2010

Job Number: 0811209-1 Figure I - 2

LOG OF EXPLORATORY BORING NUMBER B-2

Date Excavated:	3/26/2010	Logged by:	RB
Equipment:	Hollow Stem Auger	Project Manager:	GF
Surface Elevation (ft):	N/A	Depth to Water (ft):	N/A

DEPTH (ft)	USCS	SUMMARY OF SUBSURFACE CONDITIONS	SAMPLES		PENETRATION (blows/ ft. of drive)	MOISTURE (%)	DRY UNIT WT. (pcf)	LABORATORY TESTS
			UNDISTURBED	BULK				
		6 INCHES ASPHALT CONCRETE OVER 4 INCHES BASE						
2	SM	FILL (Qaf) - Brown, moist, loose, SILTY SAND.		X				
4		...becomes dense	CAL		59	8.9	98.3	
6		... observed gravel and cobble	SPT		50/4"			
		AUGER REFUSAL AT 6 FEET						
8								
10								
12								
14								
16								
18								
20								



**SOUTHERN CALIFORNIA
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CITY OF SAN DIEGO - JUNIPER STREET SIDEWALK IMPROVEMENTS

By: RB

Date: 4/13/2010

Job Number: 0811209-1

Figure I - 3

LOG OF EXPLORATORY BORING NUMBER B-3

Date Excavated:	3/26/2010	Logged by:	RB
Equipment:	Hollow Stem Auger	Project Manager:	GF
Surface Elevation (ft):	N/A	Depth to Water (ft):	N/A

DEPTH (ft)	USCS	SUMMARY OF SUBSURFACE CONDITIONS	SAMPLES		PENETRATION (blows/ ft. of drive)	MOISTURE (%)	DRY UNIT WT. (pcf)	LABORATORY TESTS
			UNDISTURBED	BULK				
		2 INCHES OF ASPHALT CONCRETE						
2		AUGER REFUSAL ON CONCRETE						
4								
6								
8								
10								
12								
14								
16								
18								
20								



**SOUTHERN CALIFORNIA
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CITY OF SAN DIEGO - JUNIPER STREET SIDEWALK IMPROVEMENTS

By: RB Date: 4/13/2010

Job Number: 0811209-1 Figure I - 4

LOG OF EXPLORATORY BORING NUMBER B-4

Date Excavated:	3/26/2010	Logged by:	RB
Equipment:	Hollow Stem Auger	Project Manager:	GF
Surface Elevation (ft):	N/A	Depth to Water (ft):	N/A

DEPTH (ft)	USCS	SUMMARY OF SUBSURFACE CONDITIONS	SAMPLES		PENETRATION (blows/ ft. of drive)	MOISTURE (%)	DRY UNIT WT. (pcf)	LABORATORY TESTS
			UNDISTURBED	BULK				
		2 INCHES OF ASPHALT CONCRETE						
2		AUGER REFUSAL ON CONCRETE						
4								
6								
8								
10								
12								
14								
16								
18								
20								



**SOUTHERN CALIFORNIA
SOIL & TESTING, INC.**

CITY OF SAN DIEGO - JUNIPER STREET SIDEWALK IMPROVEMENTS

By: RB

Date: 4/13/2010

Job Number: 0811209-1

Figure I - 5

LOG OF TEST PIT NUMBER P-2

Date Excavated:	4/3/2010	Logged by:	EL
Equipment:	hand tools	Project Manager:	GF
Surface Elevation (ft):	N/A	Depth to Water (ft):	N/A

DEPTH (ft)	USCS	SUMMARY OF SUBSURFACE CONDITIONS	SAMPLES		MOISTURE (%)	DRY UNIT WT. (pcf)	LABORATORY TESTS
			UNDISTURBED	BULK			
1	SM	FILL - Brown, moist, very loose to loose, SILTY SAND with gravel and cobble ...observed cobble BOTTOM OF TEST PIT AT 3 FEET					
2							
3							
4							
5							



**SOUTHERN CALIFORNIA
SOIL & TESTING, INC.**

CITY OF SAN DIEGO - JUNIPER STREET SIDEWALK IMPROVEMENTS

By: EL

Date: 04/11/10

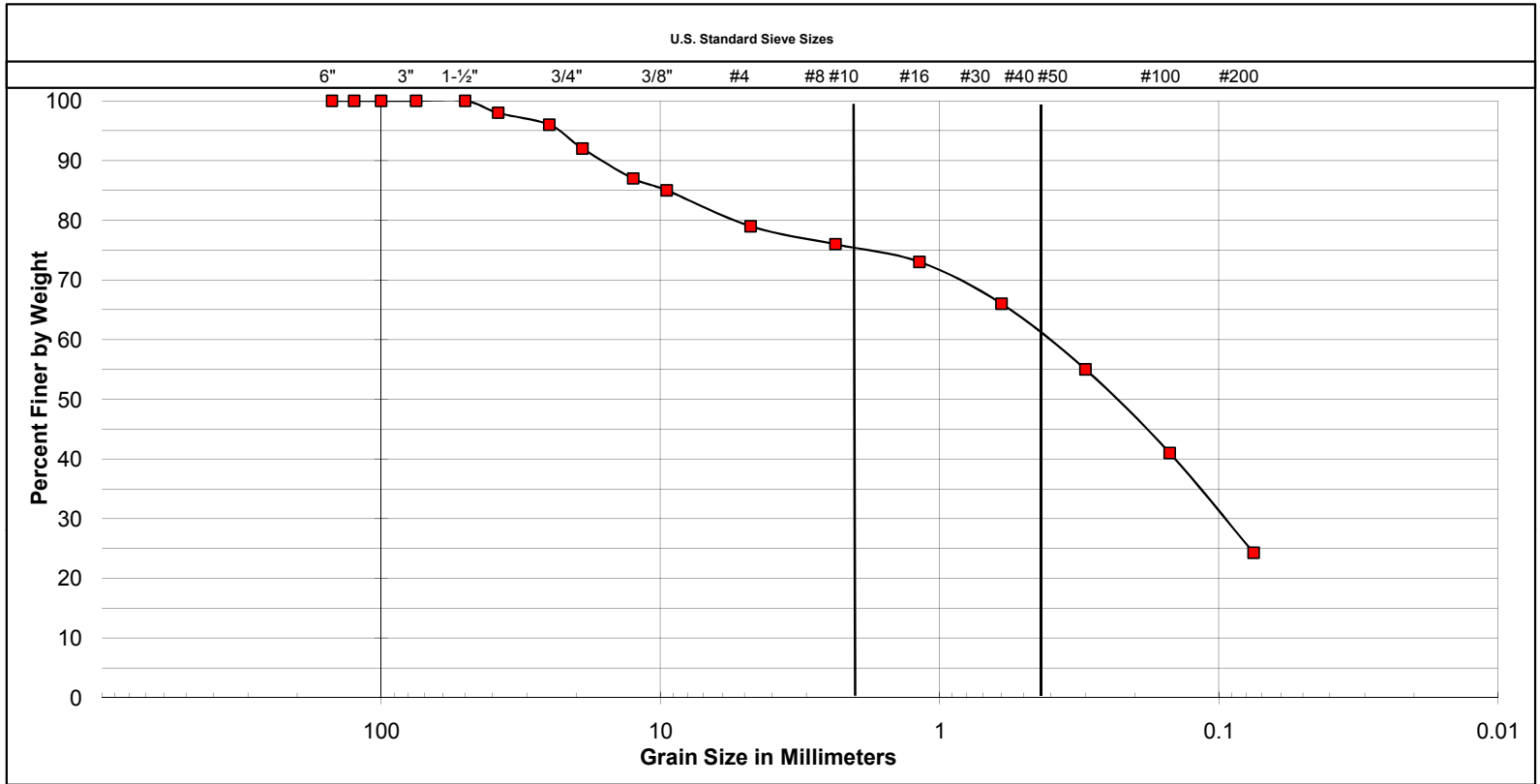
Job No.: 0811209-1

Figure I - 7

**APPENDIX II
LABORATORY TESTING**

The laboratory test program was designed to fit the specific need of this project and is limited to testing on-site materials. A brief description of each type of test is presented below. Results are given on the following pages and on the test boring logs in Appendix I.

- **CLASSIFICATION:** Field classifications were verified in the laboratory by visual examination. The final soil classifications are in accordance with the Unified Soil Classification System.
- **GRAIN SIZE DISTRIBUTION:** The grain size distribution was determined for 1 sample in accordance with ASTM D 422. The result is presented on Figure II-1.
- **MAXIMUM DENSITY AND OPTIMUM MOISTURE:** The maximum density and optimum moisture content was determined for one sample in accordance with ASTM D 1557. The result is presented on Figure II-2.
- **RESISTANCE (R) VALUE:** R-value was determined for one sample in accordance with California Test 301. The results are summarized on Figure II-2.
- **CORROSIVITY:** Corrosivity tests were performed on 1 sample. The pH and minimum resistivity were determined in general accordance with California Test 643. The soluble sulfate content was determined in accordance with California Test 417. The total chloride ion content was determined in accordance with California Test 422. The results of this test is presented on Figure II-2.
- **DIRECT SHEAR:** A direct shear test was performed in accordance with ASTM D 3080. The shear stress was applied at a constant rate of strain of approximately 0.003 inch per minute. The result is presented on Figure II-3.



Cobbles	Gravel		Sand			Silt or Clay
	Coarse	Fine	Coarse	Medium	Fine	

SAMPLE LOCATION
B-1 at 1' - 5'

UNIFIED SOIL CLASSIFICATION:	SM
DESCRIPTION	SILTY SAND WITH GRAVEL

ATTERBERG LIMITS	
LIQUID LIMIT	N/A
PLASTIC LIMIT	N/A
PLASTICITY INDEX	N/A



**SOUTHERN CALIFORNIA
SOIL & TESTING, INC.**

CITY OF SAN DIEGO-JUNIPER STREET SIDEWALK IMPROVEMENTS

By: EL	Date: 4/13/10
Job Number: 0811209-1	Figure II - 1

MAXIMUM DENSITY & OPTIMUM MOISTURE CONTENT

METHOD ASTM - D1557

SAMPLE	DESCRIPTION	MAXIMUM DRY DENSITY (pcf)	OPTIMUM MOISTURE (pcf)
B-1 at 1' - 5'	Brown Silty Sand	123.9	10.5

"R" VALUE

California test 301

SAMPLE	DESCRIPTION	"R" VALUE
B-2 at 1' - 5'	Brown Silty Sand	29

RESISTIVITY, pH, SOLUBLE SULFATE, CHLORIDE

Caltrans Corrosion Guidelines, Version 1.0 (September 2003)

SAMPLE IDENTIFICATION	RESISTIVITY (W-cm)	pH	SOLUBLE SULFATE (%)	CHLORIDE (%)
B-2 at 1' - 2'	1300	8.5	0.013	0.003


ACI 318-05 Building Code Requirements for Structural Concrete
Table 4.3.1 Requirements for Concrete Exposed to Sulfate-Containing Solutions

Sulfate Exposure	Water-Soluble Sulfate in Soil Percentage by Weight	Cement Type	Maximum Water-Cementitious Materials Ratio, By Weight, Normal Weight Aggregate Concrete ⁽¹⁾	Minimum f'c, Normal-Weight and Lightweight Aggregate Concrete, psi
Negligible	0.00-0.10	-	-	-
Moderate	0.10-0.20	II,IP(MS),IS(MS), P(MS), I(PM)(MS), I(SM)(MS)	0.50	4000
Severe	0.20-2.00	V	0.45	4500
Very Severe	Over 2.00	V plus pozzolan	0.45	4500

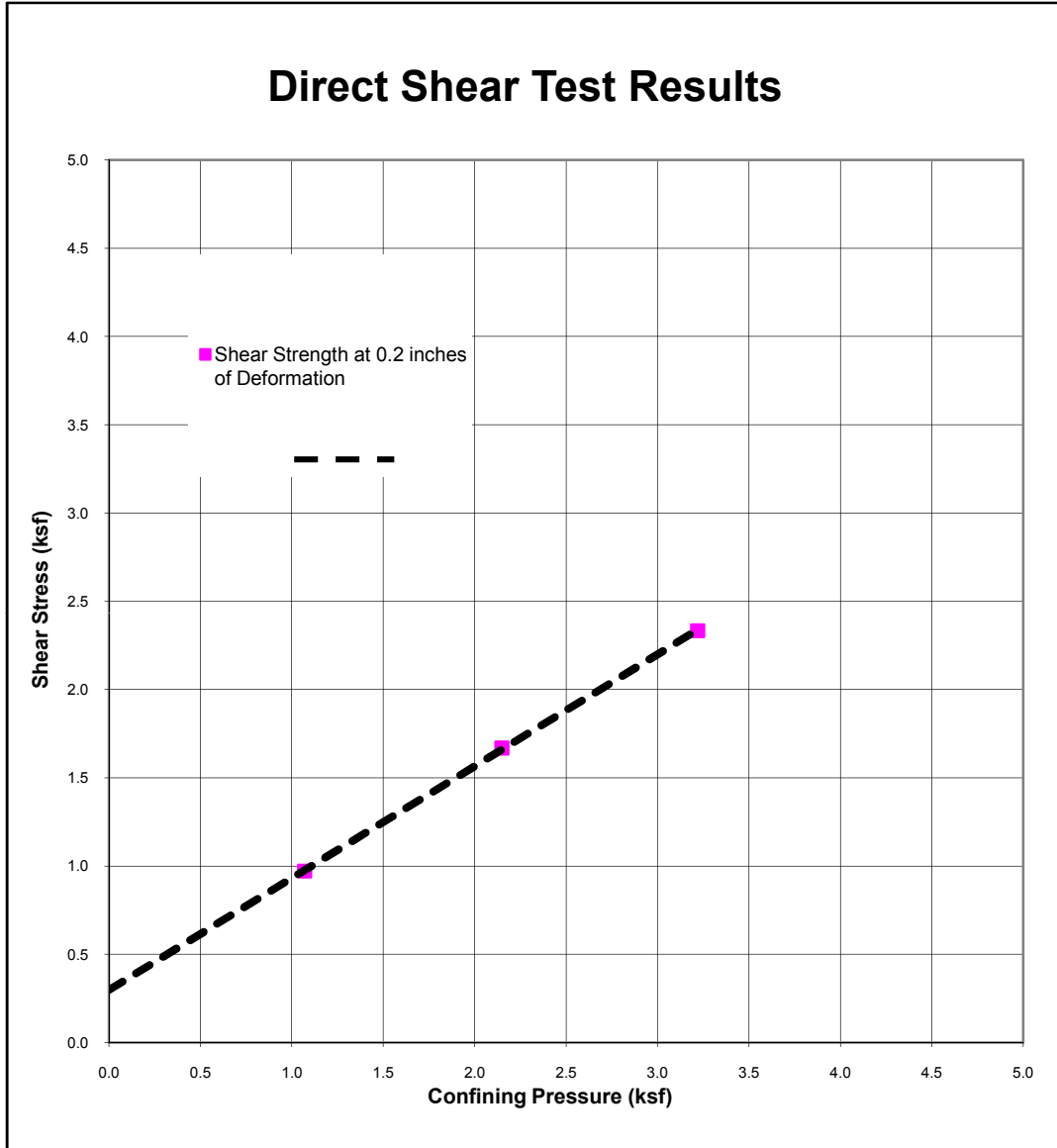
Caltrans Corrosion Criteria

Corrosive Environment*	RESISTIVITY(W - cm)	pH	SOLUBLE SULFATE	CHLORIDE
	<1000	<5.5	>0.2	>0.05


* Corrosive environment as determined by the California Department of Transportation Division of Engineering Services, Materials Engineering and testing Services Corrosion Technology Branch, 2003;Corrosion Guidelines Version 1.0, September 2003

 SOUTHERN CALIFORNIA SOIL & TESTING, INC.	CITY OF SAN DIEGO - JUNIPER STREET SIDEWALK IMPROVEMENTS		
	By:	EL	Date: 4/13/2010
	Job Number:	0811209-1	Figure II - 2

Direct Shear Test Results



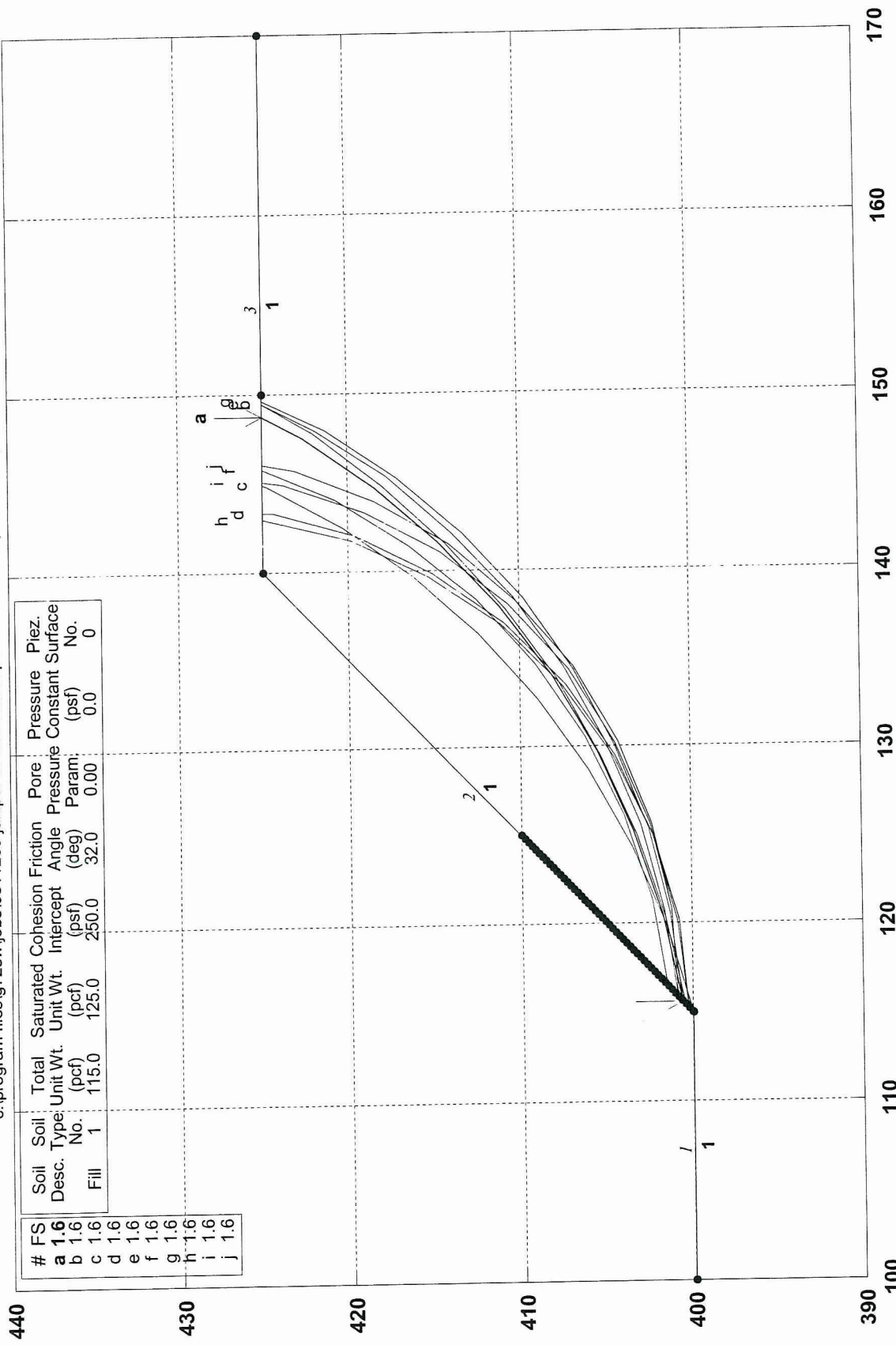
SAMPLE	DESCRIPTION	INTERNAL FRICTION ANGLE(DEG.)	COHESION INTERCEPT (PSF)
B1@1-5	Silty Sand (remold sample)	32	299
<u>Shear Strength at 0.2 inches of Deformation</u>			

	SOUTHERN CALIFORNIA SOIL & TESTING	CITY OF SAN DIEGO - JUNIPER STREET SIDEWALK IMPROVEMENTS	
		By: EL	Date: 4/13/2010
		Job Number: 0811209-1	Figure: II-3



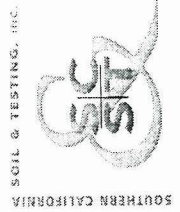
SCST Job Number: 0811209 Juniper Street Figure III-1

c:\program files\g72sw\jobs\0811209 juniper st sidewalk imp\aa crosssection.pl2 Run By: SCST 4/12/2010 12:22PM



# FS	Soil Desc.	Total Unit Wt. (pcf)	Saturated Unit Wt. (pcf)	Cohesion Intercept (psf)	Friction Angle (deg)	Pore Pressure Param.	Piez. Constant (psf)	Piez. Surface No.
a	1.6	115.0	125.0	250.0	32.0	0.00	0.0	0
b	1.6							
c	1.6							
d	1.6							
e	1.6							
f	1.6							
g	1.6							
h	1.6							
i	1.6							
j	1.6							

GSTABL7 v.2 FSmin=1.6
Safety Factors Are Calculated By The Modified Bishop Method



City of San Diego



ADDENDUM "A"

FOR

JUNIPER STREET SIDEWALK PROJECT

BID NO.:	K-13-5353-DBB-3
SAP NO. (WBS/IO/CC):	B-00947
CLIENT DEPARTMENT:	2113
COUNCIL DISTRICT:	3
PROJECT TYPE:	IK

A. CHANGES TO THE BID SUBMITTAL DUE DATE AND TIME

The bid opening date for this project has been extended to **2:00 PM on SEPTEMBER 6, 2012**.

Proposals will be received at the Public Works Contracting Group, 1200 Third Avenue, Suite 200, San Diego, California.

Tony Heinrichs, Director
Public Works Department

Dated: *August 20, 2012*
San Diego, California

TH/CG/AR/egz

City of San Diego



ADDENDUM "B"

FOR

JUNIPER STREET SIDEWALK PROJECT

BID NO.:	K-13-5353-DBB-3
SAP NO. (WBS/IO/CC):	B-00947
CLIENT DEPARTMENT:	2113
COUNCIL DISTRICT:	3
PROJECT TYPE:	IK

ENGINEER OF WORK:

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

A. Palaseyel
1) For City Engineer

Seal: 8/22/12
Date

For which proposals will be received at the Public Works Contracting Group, 1200 Third Avenue, Suite 200, San Diego, California 92101, until **2:00 PM on SEPTEMBER 6, 2012.**

A. CHANGES TO CONTRACT DOCUMENTS

The following changes to the Contract Documents are hereby made effective as though originally issued with the bid package. Bidders are reminded that all previous requirements to this solicitation remain in full force and effect.

B. VOLUME 1

1. To Special Notice SLBE and ELBE Program, Subsection 4.1, page 10, DELETE in its entirety and SUBSTITUTE with the following:
 - 4.1. The City has incorporated **mandatory** SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:
 1. SLBE participation **5.3%**
 2. ELBE participation **9.1%**
 3. Total mandatory participation **14.4%**
2. To Invitation to Bids, Item 3 Engineer's Estimate, page 12, DELETE in its entirety and SUBSTITUTE with the following:
 3. **ENGINEER'S ESTIMATE:** The Engineer's estimate of the most probable price for this contract is **\$745,000.00**.

C. VOLUME 2

1. To Bidding Documents, PROPOSAL (BID), pages 10 through 12, DELETE in their entirety and SUBSTITUTE with pages 3 of 5 through 5 of 5 of this Addendum.

Tony Heinrichs, Director
Public Works Department

Dated: *August 22, 2012*
San Diego, California

TH/CG/AR/egz

BIDDING DOCUMENTS

PROPOSAL (BID)

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

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
1.	1	LS	237310	2-4.1	Bonds		\$
2.	1	AL		9-3.5	Field Orders – Type II Allowance		\$65,000.00
3.	1	LS	237310	7-10.2.7	Traffic Control		\$
4.	7	EA	237310	9-3.1	Sign Removal/Relocate	\$	\$
5.	1	LS	238910	300-1.4	Clearing & Grubbing		\$
6.	820	CY	237310	300-2.9	Unclassified Excavation	\$	\$
7.	223	CY	237310	300-3.6	Classified Fill	\$	\$
8.	1	LS	237310	300-4.9	Grading		\$
9.	14	TON	237310	302-5.9	AC	\$	\$
10.	1,100	SF	237310	302-6.8	7.5" PCC	\$	\$
11.	1	EA	237110	303-1.11	Type 'B' Curb Inlet, L=10'	\$	\$
12.	2,050	SF	238110	303-4.1.5	Split Block Retaining Wall	\$	\$
13.	1,060	LF	237310	303-5.9	Type G Curb and Gutter	\$	\$
14.	5,300	SF	237310	303-5.9	Sidewalk	\$	\$
15.	730	SF	237310	303-5.9	Driveways	\$	\$
16.	1	LS	237310	304-2.2.3	Remove Guardrail		\$
17.	735	LF	237310	304-2.2.3	Guardrail	\$	\$
18.	350	LF	238990	304-3.4	New Green Vinyl Chain-Link Fence	\$	\$
19.	3	EA	237110	306-14.1	Adjust Water Meter Box	\$	\$
20.	1	LS	238290	800-2.15 (a)	Clearing and Grubbing		\$
21.	1	LS	237990	800-2.15 (b)	Construction Fence		\$
22.	1	LS	561730	800-2.15 (c)	Revegetation and Erosion Control		\$

BIDDING DOCUMENTS

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
23.	1	LS	541330	800-2.15 (d)	Biological Monitoring & Reporting	 	\$
24.	1	LS	541330	800-2.15 (e)	Revegetation Maintenance and Monitoring Program	 	\$
25.	1	LS	541330	801-9.4	Water Pollution Control Plan Development	 	\$
26.	1	LS	237990	801-9.4	Water Pollution Control Plan Implementation	 	\$
27.	1	LS	541330	807-1.2	Archeological and Native American Monitoring Program	 	\$
28.	1	LS	541330	807-1.3	Paleontological Monitoring Program	 	\$
29.	1	AL	541330	807-1.4	Archeological and Native American Mitigation and Curation – Type I Allowance	 	\$5,000.00
30.	100	CY	541330	807-1.5	Paleontological Mitigation and Excavation	\$	\$
31.	735	LF	237310	7-10.3	Temporary Barrier	\$	\$
ESTIMATED TOTAL BASE BID:							\$

TOTAL BID PRICE FOR BID (Items 1 through 31 inclusive) amount written in words:

The Bid shall contain an acknowledgment of receipt of all addenda, the numbers of which shall be filled in on this Bid form. If an addendum or addenda has been issued by the City and not noted as being received by the Bidder, the Bid shall be rejected as being **non-responsive**. List the Addenda received and being acknowledged: _____

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

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.

BIDDING DOCUMENTS

Bidder: _____

Title: _____

Business Address: _____

Place of Business: _____

Place of Residence: _____

Signature: _____

NOTES:

- A. The City shall determine the low Bid based on the Base Bid alone.
- B. Prices and notations shall be in ink or typewritten. All corrections (which have been initiated by the Bidder using erasures, strike out, line out, or "white-out") shall be typed or written in with ink adjacent thereto, and shall be initialed in ink by the person signing the bid proposal.
- C. Failure to initial all corrections made in the bidding documents shall cause the Bid to be rejected as **non-responsive** and ineligible for further consideration.
- D. Blank spaces must be filled in, using figures. Bidder's failure to submit a price for any Bid item that requires the Bidder to submit a price shall render the Bid **non-responsive** and shall be cause for its rejection.
- E. 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.
- F. All extensions of the unit prices bid 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.
- G. In the case of inconsistency or conflict, between the sums of the Extensions with the estimated total Bid, the sum of the Extensions shall govern.
- H. Bids shall not contain any recapitulation of the Work. Conditional Bids will be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.

10

City of San Diego

CONTRACTOR'S NAME: Palm Eng.
 ADDRESS: _____
 TELEPHONE NO.: _____ FAX NO.: _____
 CITY CONTACT: CLEMENTINA GIORDANO, 1200 Third Avenue, MS 56P, San Diego, CA 92101
Email: cgiordano@sandiego.gov, Phone: 619-533-5227, Fax: 858-581-5313
 GM/AR/egz



CONTRACT DOCUMENTS FOR

JUNIPER STREET SIDEWALK PROJECT

VOLUME 2 OF 2

BID NO.:	<u>K-13-5353-DBB-3</u>
SAP NO. (WBS/IO/CC):	<u>B-00947</u>
CLIENT DEPARTMENT:	<u>2113</u>
COUNCIL DISTRICT:	<u>3</u>
PROJECT TYPE:	<u>IK</u>

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

➤ THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.

➤ THIS BIDDING DOCUMENT TO BE SUBMITTED IN ITS ENTIRETY
 ➤ REFER TO INVITATION TO BIDS FOR TIME, DATE, AND LOCATION

1

TABLE OF CONTENTS

Volume 2 - Bidding Documents

The following forms must be completed in their entirety and submitted with the Bid. Include the form(s) even if the information does not apply. Where the information does not apply write in N/A. Failure to include any of the forms may cause the Bid to be deemed **non-responsive**. If you are uncertain or have any questions about any required information, contact the City no later than 14 days prior to Bid due date.

<u>DESCRIPTION</u>	<u>PAGE NUMBER</u>
1. Bid/Proposal.....	3-5
2. Bid Bond.....	6
3. Non-Collusion Affidavit to be executed by Bidder and Submitted with Bid under 23 USC 112 and PCC 7106.....	7
4. Contractors Certification of Pending Actions.....	8
5. Equal Benefits Ordinance Certification of Compliance.....	9
6. Proposal (Bid).....	10-12
7. Form AA35 List of Subcontractors.....	13
8. Form AA40 Named Equipment/Material Supplier List.....	14

BIDDING DOCUMENTS

PROPOSAL

Bidder's General Information

To the City of San Diego:

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

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

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

- (1) Name under which business is conducted N/A
- (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 N/A
- (2) Name of each member of partnership [indicate character of each partner, general or special (limited)]:

BIDDING DOCUMENTS

(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

Palm Engineering Const Co, Inc

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

R. L.
(Signature)

Rasoul Shahbazi
(Printed Name)

President
(Title of Officer)

(Impress Corporate Seal Here)

(3) Incorporated under the laws of the State of

California

(4) Place of Business (Street & Number)

7330 Opportunity Rd, Ste J

(5) City and State

San Diego, CA

Zip Code

92111

(6) Telephone No.

619-291-1495

Facsimile No.

619-291-0182

THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

In accordance with the "INVITATION TO BIDS", the bidder holds a California State Contractor's license for the following classification(s) to perform the work described in these specifications:

LICENSE CLASSIFICATION

A, B, C-27

LICENSE NO.

853930

EXPIRES

2/28

2013

This license classification must also be shown on the front of the bid envelope. Failure to show license classification on the bid envelope may cause return of the bid unopened.

TAX IDENTIFICATION NUMBER (TIN):

██████████

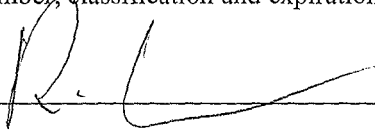
E-Mail Address:

palm@san.cr.com

BIDDING DOCUMENTS

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 President

SUBSCRIBED AND SWORN TO BEFORE ME, THIS _____ DAY OF _____, 20____.

Notary Public in and for the County of _____, State of _____

(NOTARIAL SEAL)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego }

On 8/30/12 before me, Mary P. Szuch, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Rasoul Shahbazi
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Mary P. Szuch
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

- Corporate Officer — Title(s): _____
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

- Corporate Officer — Title(s): _____
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

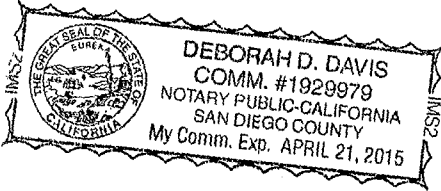
State of California)

County of SAN DIEGO)

On 8/31/12 before me, DEBORAH D. DAVIS, NOTARY PUBLIC

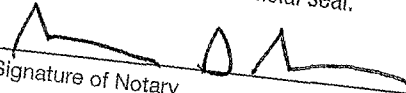
personally appeared MARK D. TATAROLA

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 of Notary

OPTIONAL SECTION CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary fill in the data below, doing so may prove invaluable to persons relying on the documenter

INDIVIDUAL
 CORPORATE OFFICER(S)

TITLE(S)
 PARTNER(S) LIMITED
 GENERAL

ATTORNEY-IN-FACT
 TRUSTEE(S)
 GUARDIAN/CONSERVATOR
 OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

OPTIONAL SECTION

TITLE OR TYPE OF DOCUMENT _____
NUMBER OF PAGES _____ DATE OF DOCUMENT _____
SIGNER(S) OTHER THAN NAMED ABOVE _____

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5193

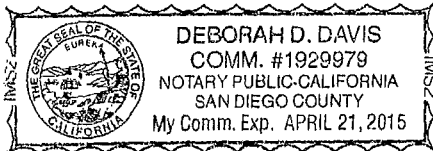
State of California)

County of SAN DIEGO)

On 8/31/12 before me, DEBORAH D. DAVIS, NOTARY PUBLIC

personally appeared MARK D. IATAROLA

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.

[Handwritten Signature]

Signature of Notary

OPTIONAL SECTION
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- INDIVIDUAL
- CORPORATE OFFICER(S)

- TITLE(S)
- PARTNER(S) LIMITED GENERAL
 - ATTORNEY-IN-FACT
 - TRUSTEE(S)
 - GUARDIAN/CONSERVATOR
 - OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

TITLE OR TYPE OF DOCUMENT _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

BIDDING DOCUMENTS

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That PALM ENGINEERING CONSTRUCTION COMPANY, INC. as Principal, and
U. S. SPECIALTY INSURANCE COMPANY as Surety, are
held and firmly bound unto The City of San Diego hereinafter called "OWNER," in the sum of
10% OF THE TOTAL BID AMOUNT for the payment of which sum, well and truly to be made,
we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally,
firmly by these presents.

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


JUNIPER STREET SIDEWALK PROJECT, BID NO. K-13-5353-DBB-3

NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time
and in the manner required in the "Invitation to Bids" enters into a written Agreement on the form of
agreement bound with said Contract Documents, furnishes the required certificates of insurance, and
furnishes the required Performance Bond and Payment Bond, then this obligation shall be null and
void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by
said OWNER and OWNER prevails, said Surety shall pay all costs incurred by said OWNER in such
suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this 31ST day of AUGUST, 20 12

PALM ENGINEERING
CONSTRUCTION COMPANY, INC. (SEAL)
(Principal)

U. S. SPECIALTY
INSURANCE COMPANY (SEAL)
(Surety)

By: 
(Signature)

By: 
(Signature)

RASOUL SHAHBAZI, PRESIDENT

MARK D. IATAROLA, ATTORNEY-IN-FACT

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

VOID

VOID

VOID

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

John G. Maloney, Mark D. Iatarola or Helen Maloney of Escondido, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Fifteen Million***** Dollars (\$ *15,000,000.00*).

This Power of Attorney shall expire without further action on March 18, 2015. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 3rd day of October, 2011.

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By:

Daniel P. Aguilar, Vice President

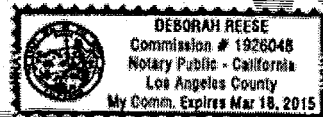
State of California

County of Los Angeles SS:

On this 3rd day of October, 2011, before me, Deborah Reese, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature 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 Deborah Reese (Seal)



I, Jeannie Lee, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 31ST day of AUGUST, 2012

Corporate Seals



Bond No. Agency No. 4013

Jeannie Lee, Assistant Secretary

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID UNDER 23 USC 112 AND PCC 7106

State of California

County of San Diego } ss.

Rasoul Shahbazi, being first duly sworn, deposes and says that he or she is President of 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.

Signed: [Signature]
Title: President



Subscribed and sworn to before me this 4th day of September 12, 2012
[Signature]
Notary Public

(SEAL)

BIDDING DOCUMENTS

EQUAL BENEFITS ORDINANCE
CERTIFICATION OF COMPLIANCE



For additional information, contact:

CITY OF SAN DIEGO

EQUAL BENEFITS PROGRAM

202 C Street, MS 9A, San Diego, CA 92101

Phone (619) 533-3948 Fax (619) 533-3220

COMPANY INFORMATION

Company Name: Palm Eng Const Co Inc Contact Name: Rasoul Shahbazi
Company Address: 7330 Opportunity Rd #5 Contact Phone: 619 291 1495
San Diego, CA 92111 Contact Email: palm@san-cr.com

CONTRACT INFORMATION

Contract Title: Juniper St Sidewalk Project Start Date: _____
Contract Number (if no number, state location): K-13-5353-DBB-3 End Date: _____

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the contract. To comply:

- Contractor shall offer equal benefits to employees with spouses and employees with domestic partners.
 - Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit.
 - Any benefit not offer an employee with a spouse, is not required to be offered to an employee with a domestic partner.
- Contractor shall post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods.
- Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements.
- Contractor shall submit *EBO Certification of Compliance*, signed under penalty of perjury, prior to award of contract.

NOTE: This summary is provided for convenience. Full text of the EBO and Rules Implementing the EBO are available at www.sandiego.gov/administration.

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.

- I affirm compliance with the EBO because my firm (*contractor must select one reason*):
- Provides equal benefits to spouses and domestic partners.
 - Provides no benefits to spouses or domestic partners.
 - Has no employees.
 - Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.
- I request the City's approval to pay affected employees a cash equivalent in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]

Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

Rasoul Shahbazi

Name/Title of Signatory

[Signature]

Signature

FOR OFFICIAL CITY USE ONLY

Receipt Date: _____ EBO Analyst: _____ Approved Not Approved – Reason: _____

rev 02/15/2011

BIDDING DOCUMENTS

PROPOSAL (BID)

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

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
1.	1	LS	237310	2-4.1	Bonds	 	\$ 10000
2.	1	AL		9-3.5	Field Orders – Type II Allowance	 	\$65,000.00
3.	1	LS	237310	7-10.2.7	Traffic Control	 	\$ 14000
4.	7	EA	237310	9-3.1	Sign Removal/Relocate	\$ 200	\$ 1400
5.	1	LS	238910	300-1.4	Clearing & Grubbing	 	\$ 10000
6.	820	CY	237310	300-2.9	Unclassified Excavation	\$ 8	\$ 6560
7.	223	CY	237310	300-3.6	Classified Fill	\$ 10	\$ 2230
8.	1	LS	237310	300-4.9	Grading	 	\$ 33000
9.	14	TON	237310	302-5.9	AC	\$ 250	\$ 3500
10.	1,100	SF	237310	302-6.8	7.5" PCC	\$ 8	\$ 8800
11.	1	EA	237110	303-1.11	Type 'B' Curb Inlet, L=10'	\$ 6000	\$ 6000
12.	2,050	SF	238110	303-4.1.5	Split Block Retaining Wall	\$ 42	\$ 86100
13.	1,060	LF	237310	303-5.9	Type G Curb and Gutter	\$ 25	\$ 26500
14.	5,300	SF	237310	303-5.9	Sidewalk	\$ 5	\$ 26500
15.	730	SF	237310	303-5.9	Driveways	\$ 6	\$ 4380
16.	1	LS	237310	304-2.2.3	Remove Guardrail	 	\$ 3500
17.	735	LF	237310	304-2.2.3	Guardrail	\$ 30	\$ 22050
18.	350	LF	238990	304-3.4	New Green Vinyl Chain-Link Fence	\$ 40	\$ 14000
19.	3	EA	237110	306-14.1	Adjust Water Meter Box	\$ 250	\$ 750
20.	1	LS	238290	800-2.15 (a)	Clearing and Grubbing	 	\$ 3000
21.	1	LS	237990	800-2.15 (b)	Construction Fence	 	\$ 3500
22.	1	LS	561730	800-2.15 (c)	Revegetation and Erosion Control	 	\$ 24000

BIDDING DOCUMENTS

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
23.	1	LS	541330	800-2.15 (d)	Biological Monitoring & Reporting	 	\$ 5500
24.	1	LS	541330	800-2.15 (e)	Revegetation Maintenance and Monitoring Program	 	\$ 8800
25.	1	LS	541330	801-9.4	Water Pollution Control Plan Development	 	\$ 1000
26.	1	LS	237990	801-9.4	Water Pollution Control Plan Implementation	 	\$ 1500
27.	1	LS	541330	807-1.2	Archeological and Native American Monitoring Program	 	\$ 7800
28.	1	LS	541330	807-1.3	Paleontological Monitoring Program	 	\$ 3600
29.	1	AL	541330	807-1.4	Archeological and Native American Mitigation and Curation – Type I Allowance	 	\$5,000.00
30.	100	CY	541330	807-1.5	Paleontological Mitigation and Excavation	\$ 1	\$ 100
31.	735	LF	237310	7-10.3	Temporary Barrier	\$ 35	\$ 25725
ESTIMATED TOTAL BASE BID:							\$ 433,795.00

TOTAL BID PRICE FOR BID (Items 1 through 31 inclusive) amount written in words:

FOUR HUNDRED THIRTY THREE THOUSAND SEVEN HUNDRED NINETY FIVE

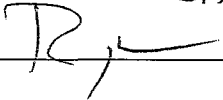
The Bid shall contain an acknowledgment of receipt of all addenda, the numbers of which shall be filled in on this Bid form. If an addendum or addenda has been issued by the City and not noted as being received by the Bidder, the Bid shall be rejected as being **non-responsive**. List the Addenda received and being acknowledged: A, B

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

IZASOUL SHAHBAZI

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.

BIDDING DOCUMENTS

Bidder: PALM ENGINEERING CONSTRUCTION CO, INC.
Title: PRESIDENT, TRASOUL SHAHBAZI
Business Address: 7330 OPPORTUNITY RD #J.
Place of Business: SAN DIEGO, CA 92111
Place of Residence: SAME
Signature: 

NOTES:

- A. The City shall determine the low Bid based on the Base Bid alone.
- B. Prices and notations shall be in ink or typewritten. All corrections (which have been initiated by the Bidder using erasures, strike out, line out, or "white-out") shall be typed or written in with ink adjacent thereto, and shall be initialed in ink by the person signing the bid proposal.
- C. Failure to initial all corrections made in the bidding documents shall cause the Bid to be rejected as **non-responsive** and ineligible for further consideration.
- D. Blank spaces must be filled in, using figures. Bidder's failure to submit a price for any Bid item that requires the Bidder to submit a price shall render the Bid **non-responsive** and shall be cause for its rejection.
- E. 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.
- F. All extensions of the unit prices bid 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.
- G. In the case of inconsistency or conflict, between the sums of the Extensions with the estimated total Bid, the sum of the Extensions shall govern.
- H. Bids shall not contain any recapitulation of the Work. Conditional Bids will be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.

BIDDING DOCUMENTS

LIST OF SUBCONTRACTORS

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Bidder shall list below the name and address of each Subcontractor who will perform work, labor, render services or 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 list below the portion of the work which will be done 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 shall result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB [ⓐ]	WHERE CERTIFIED ⓑ	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>BRIAN SMITH</u> Address: <u>14010 POWERS RD</u> City: <u>S.D.</u> State: <u>CA</u> Zip: <u>92064</u> Phone: <u>658-484-6915</u>	CONSULTANT DESIGNER	BIO LOGICAL MONITOR	261624.00	SLBE	CITY OF S.D.	
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						

TO
06.13

ⓐ 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 | San Diego Regional Minority Supplier Diversity Council | SRMSDC |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

The Bidder will not receive any subcontracting participation percentages if the Bidder fails to submit the required proof of certification (except for OBE, SLBE and ELBE).

BIDDING DOCUMENTS

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

The Bidder seeking the recognition of equipment, materials, or supplies obtained from Suppliers towards achieving any mandatory, voluntary, or both subcontracting participation percentages shall list the Supplier(s) on the Named Equipment/Material Supplier List. The Named Equipment/Material Supplier List, at a minimum, shall have the name, locations (City) and the **DOLLAR VALUE** of the Suppliers. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for such materials and supplies unless vendor manufactures or substantially alters materials and supplies in which case 100% will be credited. The Bidder is to indicate (Yes/No) whether listed firm is a supplier or manufacturer. In calculating the subcontractor participation percentages, vendors/suppliers will receive 60% credit of the listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage, Suppliers will receive 60% credit of the listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed **DOLLAR VALUE** for purposes of calculating the subcontractor participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB [ⓐ]	WHERE CERTIFIED ⓑ
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						

ⓐ 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		

ⓑ 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	San Diego Regional Minority Supplier Diversity Council	SRMSDC
State of California's Department of General Services	CADoGS	City of Los Angeles	LA
State of California	CA	U.S. Small Business Administration	SBA

The Bidder will not receive any subcontracting participation percentages if the Bidder fails to submit the required proof of certification (except for OBE, SLBE and ELBE).

Form Title: NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

(Rev. June 2011)

Form Number: AA40

Juniper Street Sidewalk Project

14 | Page

UNDERGROUND UTILITIES

SECTION 4216/4217 OF THE GOVERNMENT CODE REQUIRES A DIG ALERT IDENTIFICATION NUMBER BE ISSUED BEFORE A "PERMIT TO EXCAVATE" WILL BE VALID. AT LEAST THREE (3) WORKING DAYS PRIOR TO EXCAVATION, THE CONTRACTOR SHALL OBTAIN A DIG ALERT I.D. NUMBER AND REQUEST A MARKOUT OF UNDERGROUND UTILITIES BY CALLING THE BELOW LISTED REGIONAL NOTIFICATION CENTER FOR AN INQUIRY IDENTIFICATION NUMBER:

UNDERGROUND SERVICE ALERT (U.S.A.) 1-800-422-4133

CONTRACTOR'S NOTES AND RESPONSIBILITIES

- CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, AND THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.
- IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO ENFORCE SAFETY MEASURES AND REGULATIONS. THE CONTRACTOR SHALL DESIGN, CONSTRUCT AND MAINTAIN ALL SAFETY DEVICES INCLUDING SHORING AND SHALL BE SOLELY RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE AND FEDERAL SAFETY AND HEALTH STANDARDS, LAWS, AND REGULATIONS.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO INSURE THAT ALL DETAILS ARE BUILT IN ACCORDANCE WITH THESE PLANS. IF THERE IS ANY QUESTION REGARDING THESE PLANS, THE CONTRACTOR SHALL REQUEST AN INTERPRETATION BEFORE DOING ANY WORK BY CALLING THE CITY RESIDENT ENGINEER.
- CONTRACTOR WILL MAKE EXPLORATION EXCAVATIONS AND LOCATE EXISTING UNDERGROUND FACILITIES SUFFICIENTLY AHEAD OF CONSTRUCTION TO PERMIT REVISIONS TO PLANS IF REVISIONS ARE NECESSARY BECAUSE OF ACTUAL LOCATION OF EXISTING FACILITIES.
- LOCATION AND ELEVATION OF IMPROVEMENTS TO BE MET BY WORK TO BE DONE SHALL BE CONFIRMED BY FIELD MEASUREMENTS PRIOR TO CONSTRUCTION OF NEW WORK.
- BEFORE EXCAVATING FOR THIS CONTRACT, VERIFY LOCATION OF UNDERGROUND UTILITIES. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO OTHER EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS.
- CONTRACTOR IS REQUIRED TO TAKE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN HEREON AND ANY OTHER EXISTING LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY MONUMENTATION AND/OR BENCHMARKS WHICH ARE DISTURBED OR DESTROYED BY CONSTRUCTION. SUCH POINTS SHALL BE REFERENCED AND REPLACED WITH APPROPRIATE MONUMENTATION BY A LICENSED LAND SURVEYOR OR A REGISTERED CIVIL ENGINEER AUTHORIZED TO PRACTICE LAND SURVEYING. A CORNER RECORD OR RECORD OF SURVEY, AS APPROPRIATE, SHALL BE FILED BY THE LICENSED LAND SURVEYOR OR REGISTERED CIVIL ENGINEER AS REQUIRED BY THE LAND SURVEYOR'S ACT.
- THE CONTRACTOR SHALL NOTIFY THE CITY TRAFFIC ENGINEER AT LEAST FIVE (5) WORKING DAYS IN ADVANCE OF IMPLEMENTING ANY CONSTRUCTION DETOUR.
- IF CONSTRUCTION IS TO BE PERFORMED IN STAGES, ALL WORK SHALL BE COMPLETED IN EACH STAGE PRIOR TO BEGINNING WORK ON THE NEXT STAGE.
- THE CONTRACTOR SHALL ALSO TAKE THE NECESSARY STEPS TO PROTECT ADJACENT PROPERTY FROM ANY EROSION AND SILTATION THAT RESULTS FROM HIS OPERATIONS BY APPROPRIATE MEANS (GRAVEL BAG, DIKES, ETC.) UNTIL SUCH TIME THAT THE PROJECT IS COMPLETE AND ACCEPTED FOR MAINTENANCE BY CITY.
- THE CONTRACTOR SHALL PROVIDE STOCK PILE PROTECTION, STREET SWEEPING, STORAGE/STAGING AREA PROTECTION, POLLUTION CONTROL MEASURES FOR EQUIPMENT MAINTENANCE, FUELING, CLEANING AND STORAGE AND TEMPORARY CONCRETE WASH OUT AREA.
- THE CONTRACTOR TO VERIFY THAT RELOCATION OF 12" WATERLINE IN JUNIPER STREET HAS TAKEN PLACE PRIOR TO THE CONSTRUCTION OF IMPROVEMENTS. IF WATER MAIN HAS NOT BEEN RELOCATED, CONTRACTOR IS TO SCHEDULE HIGHLIGHTING OF WATER MAIN BY CITY FORCES FROM WESTLAND AVENUE TO 34TH STREET THROUGH RESIDENT ENGINEER.

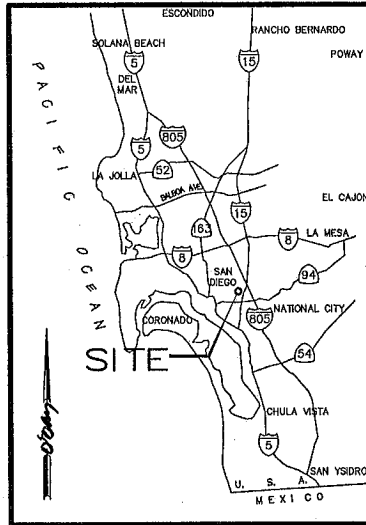
ABBREVIATIONS

ABAND	ABANDON	EL, ELEV	ELEVATION	PROP	PROPOSED
ABAND'D	ABANDONED	ELEC	ELECTRIC	RT	RIGHT
BTWN	BETWEEN	EX, EXIST	EXISTING	S	SURVEY LINE
CATV	CABLE TV	HP	HIGH PRESSURE	SWR	SEWER
Q	CENTER LINE			TEL	TELEPHONE
COND	CONDUIT			UNK	UNKNOWN

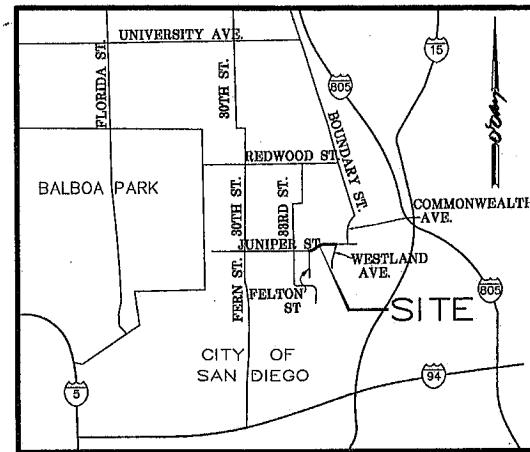
EXISTING STRUCTURES

ITEM	SYMBOL
2" AC OVER 5" PCC	
6" CURB/AC BERM	
GUARDRAIL	
STRIPING	
CURB INLET	
AC SIDEWALK	
WATERLINE	
SEWERLINE	
OVERHEAD LINES	
GASLINE	
STORM DRAIN	

**CITY OF SAN DIEGO
PLANS FOR JUNIPER STREET
SIDEWALK PROJECT**



VICINITY MAP
NO SCALE



LOCATION MAP
NO SCALE
SEE SHEET 3 FOR KEY MAP

GEOTECHNICAL ENGINEER

- ALL GRADING SHALL BE DONE UNDER OBSERVATION AND TESTING BY A QUALIFIED CIVIL ENGINEER OR GEOTECHNICAL ENGINEER AND, IF REQUIRED, BOTH A QUALIFIED CIVIL ENGINEER OR GEOTECHNICAL ENGINEER AND AN ENGINEERING GEOLOGIST. ALL GRADING MUST BE PERFORMED IN ACCORDANCE WITH APPLICABLE CITY ORDINANCE AND THE RECOMMENDATIONS AND SPECIFICATIONS SET FORTH IN THE SOILS REPORT OR GEOLOGICAL/GEOTECHNICAL INVESTIGATION ENTITLED

GEOTECHNICAL INVESTIGATION TASK NO. 23 JUNIPER STREET SIDEWALK IMPROVEMENTS.
PREPARED BY SOUTHERN CALIFORNIA SOIL & TESTING, DATED APRIL 13, 2010
PROJECT NO. 0811209P

- THESE GRADING PLANS HAVE BEEN REVIEWED BY THE UNDERSIGNED AND FOUND TO BE IN CONFORMANCE WITH THE RECOMMENDATIONS AND SPECIFICATIONS CONTAINED IN THE REFERENCED GEOTECHNICAL REPORT(S) PREPARED FOR THIS PROJECT.

Garrett B. Fountain
GARRETT B. FOUNTAIN
SOUTHERN CALIFORNIA SOIL & TESTING
6280 RIVERDALE STREET
SAN DIEGO, CA 92120
(619) 280-4321



4.3.2012
DATE

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.

O'DAY CONSULTANTS, INC.
2710 LOKER AVE. WEST, STE. 100
CARLSBAD, CA 92010
(760) 931-7700

Keith W. Hansen
KEITH W. HANSEN
R.C.E. NO. 60223 EXP. 6/30/12



**CITY OF SAN DIEGO
PUBLIC WORKS PROJECT**



O'Day CONSULTANTS
2710 Loker Avenue West
Suite 100
Carlsbad, California 92010
760-931-7700
Fax: 760-931-8680
www.odayconsultants.com

DESIGNED BY: N.F., A.V. DATE: JULY 2010
DRAWN BY: N.F., G.M. SCALE: AS SHOWN
PROJECT MGR.: K.W.H. JOB NO.: 09-1280
ENGINEER OF WORK:
Keith W. Hansen DATE: 4/3/12
R.C.E. NO. 60223

WORK TO BE DONE

THE IMPROVEMENTS CONSIST OF THE FOLLOWING WORK TO BE DONE ACCORDING TO THESE PLANS AND SPECIFICATIONS AND STANDARD DRAWINGS OF THE CITY OF SAN DIEGO: CONSTRUCTION OF CURB & GUTTER, CURB, A.C. PAVEMENT, PCC SIDEWALK, DRIVEWAY, CROSS CUTTER, RETAINING WALLS, GUARDRAILS, ADJUSTMENT OF EXISTING UTILITIES TO NEW GRADE, AND ALL OTHER APURTENANCES IN ACCORDANCE WITH THESE SPECIFICATIONS AND DRAWINGS NUMBERED 35365-1-D THROUGH 35365-15-D.

LEGEND

IMPROVEMENTS	STANDARD DRAWINGS	SYMBOL
6" CURB & GUTTER	TYPE G, G-2, SDG-100, SDG-110	
6" CURB	TYPE G, G-1, SDG-100	
2" AC OVER 7.5" PCC*	SDG-113	
7.5" PCC	SDG-113	
4" PCC SIDEWALK	G-7, G-8, G-10, G-11, SDG-100	
CONCRETE DRIVEWAY	G-14A, G-14B, SDG-100	
STRIPING		
SAWCUT LINE		
1.5" AC OVERLAY		
DAYLIGHT		
RETAINING WALL	G-5	
GUARDRAIL	SDM-130, CALTRANS STD. DWG. A77L1, AND A77L5 CALTRANS TRAFFIC MANUAL FIGURE 7.5	
MODIFIED TYPE 'A' CURB INLET	D-1, SDG-110, SDD-100	
DAYLIGHT		

* 1. THICKNESS TO BE DETERMINED BY R-VALUE TEST (R-VALUE = 29) AND SHALL BE APPROVED BY GEOTECHNICAL ENGINEER & PUBLIC WORKS DEPARTMENT.

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GRADING PLAN	C-6, C-7
STREET CROSS SECTIONS	C-8, C-9, C-10, C-11
RETAINING WALL PLAN	C-12
STREET IMPROVEMENT PLAN	C-13, C-14
STRIPING & SIGNING PLAN	C-15
REVEGETATION PLAN	C-16 & C-17

TRAFFIC CONTROL NOTES

THE CONTRACTOR SHALL PER SECTION 7-10.2.1 OF THE 2010 CITY OF SAN DIEGO "WHITEBOOK", PREPARE TRAFFIC CONTROL SHOP DRAWINGS AND SUBMIT THEM TO THE RESIDENT ENGINEER. THE SHOP DRAWINGS WILL BE SENT TO THE ENGINEERING TRAFFIC CONTROL SECTION FOR REVIEW AND APPROVAL. THE CONTRACTOR SHALL ALLOW A MINIMUM OF TWENTY (20) WORKING DAYS FOR REVIEW OF THE SHOP DRAWINGS. UPON APPROVAL OF THE TRAFFIC CONTROL PLAN, THE ENGINEERING TRAFFIC CONTROL SECTION WILL ISSUE A TRAFFIC CONTROL PLAN (TCP) PERMIT. WORK SHALL NOT BEGIN IN THE PUBLIC RIGHT OF WAY WITHOUT THE APPROVED TCP PERMIT.

WATER POLLUTION CONTROL NOTES

THIS PROJECT IS SUBJECT TO THE MUNICIPAL STORM WATER PERMIT ORDER NO. 89-2007-0001.

SPECIFICATION NO.:
CITY CONTRACT NO.:

G-1

**PLANS FOR THE CONSTRUCTION OF:
JUNIPER STREET
SIDEWALK PROJECT**

COVER SHEET

CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT SHEET 1 OF 17 SHEETS		WBS	B00947
<i>A. Palamayo</i> FOR CITY ENGINEER		DATE	4/26/12
DESIGNED BY: N.F., A.V.	DATE: JULY 2010	PROJECT MGR.: K.W.H.	JOB NO.: 09-1280
BY	APPROVED	DATE	FILMED
ORIGINAL	O'DAY		
SUBMITTED BY: ABI PALASEYED SECTION HEAD		GAETANO MARTEDI PROJECT MANAGER	
		194-1737	
		CCS27 COORDINATE	
		185-6294	
		CCS83 COORDINATE	
CONTRACTOR	DATE STARTED	35365-1-D	
INSPECTOR	DATE COMPLETED		

TRUCK HAUL NOTES

THE CONTRACTOR SHALL SUBMIT A TRUCK HAUL ROUTE PLAN (11"x17") FOR APPROVAL PRIOR TO STARTING EXPORT OR IMPORT OF MATERIAL. THE PLAN SHOULD BE SUBMITTED TO THE TRAFFIC CONTROL PERMIT COUNTER, 3RD FLOOR, BOOTH 22, BUILDING, SAFETY & CONSTRUCTION DIVISION, DEVELOPMENT SERVICES CENTER, 1222 FIRST AVENUE, SAN DIEGO (619) 446-5150. CONTRACTOR SHALL OBTAIN A TRAFFIC CONTROL PERMIT A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO STARTING WORK.

STRIPING AND SIGNING GENERAL NOTES

1. INSTALLATION OF ALL STRIPING, SIGNS AND PAVEMENT MARKERS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
2. ALL STRIPING AND SIGNING SHALL CONFORM TO THE MOST RECENTLY ADOPTED EDITION OF THE FOLLOWING MANUALS:
 - CITY OF SAN DIEGO STANDARD DRAWINGS, INCLUDING ALL REGIONAL STANDARD DRAWINGS, DOCUMENT NO. AEC1231063, FILED DECEMBER 31, 2006.
 - CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (FHWA'S MUTCD 2003 EDITION AS AMENDED FOR USE IN CALIFORNIA), DOCUMENT NO. AEC1231064, FILED DECEMBER 31, 2006.
 - STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2009 EDITION (GREENBOOK), DOCUMENT NO. PITS0504091, FILED MAY 4, 2009, INCLUDING THE REGIONAL AND CITY OF SAN DIEGO SUPPLEMENT, DOCUMENT NO. PITS0504092, FILED MAY 4, 2009.
 - STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2010 EDITION (WHITEBOOK), DOCUMENT NO. PITS090110-1
3. ALL SIGNING AND STRIPING IS SUBJECT TO THE APPROVAL OF THE CITY ENGINEER PRIOR TO INSTALLATION AND/OR REMOVAL.
4. THE CONTRACTOR SHALL REMOVE ALL CONFLICTING STRIPING, PAVEMENT MARKINGS AND LEGENDS BY SANDBLASTING AND/OR GRINDING WITH THE SEAL. ANY DEBRIS SHALL BE PROMPTLY REMOVED BY THE CONTRACTOR.
5. SIGN POSTS SHALL BE INSTALLED WITH SQUARE PERFORATED STEEL TUBING WITH A BREAKAWAY BASE PER CITY OF SAN DIEGO STANDARDS DRAWING, M-45.
6. ALL RAISED-MEDIAN NOSES SHALL BE PAINTED YELLOW.
7. ALL SIGNS SHOWN ON THE STRIPING AND SIGNING PLANS SHALL BE NEW SIGNS PROVIDED AND INSTALLED BY THE CONTRACTOR, EXCEPT FOR EXISTING SIGNS SPECIFICALLY INDICATED TO BE RELOCATED OR TO REMAIN.
8. STRIPED CROSSWALKS SHALL HAVE AN INSIDE DIMENSION OF 10 FEET UNLESS INDICATED OTHERWISE.
9. ALL LIMIT LINES/STOP LINES, CROSSWALK LINES, PAVEMENT LEGENDS, AND ARROWS (EXCEPT WITHIN BIKE LANES) SHALL BE THERMOPLASTIC.
10. THE CONTRACTOR SHALL NOTIFY THE CITY TRAFFIC ENGINEER AT (619) 495-4741 A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO AND UPON COMPLETION OF STRIPING AND SIGNING.

G-2



PLANS FOR THE CONSTRUCTION OF: JUNIPER STREET SIDEWALK PROJECT				
NOTES				
CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT SHEET 2 OF 17 SHEETS	WBS B00947			
DESIGNED BY: N.F. A.V. DATE: JULY 2010 DRAWN BY: N.F. G.M. SCALE: AS SHOWN PROJECT MGR.: K.W.H. JOB NO.: 09-1280	FOR CITY ENGINEER: <i>A. Palamuy</i> DATE: 4/26/12			
ENGINEER OF WORK: <i>Keith W. Hansen</i> DATE: 4/3/12 KEITH W. HANSEN RCE: 60223	INSPECTOR: _____ DATE COMPLETED: _____			
DESCRIPTION	BY	APPROVED	DATE	FILMED
ORIGINAL	O'DAY			
SUBMITTED BY: ARI PALASEYED SECTION HEAD				
PROJECT MANAGER: GAETANO MARTEDI				
194-1737				
CCS27 COORDINATE				
185-6294				
CCS83 COORDINATE				
35365-2-D				

WARNING
0 1
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.

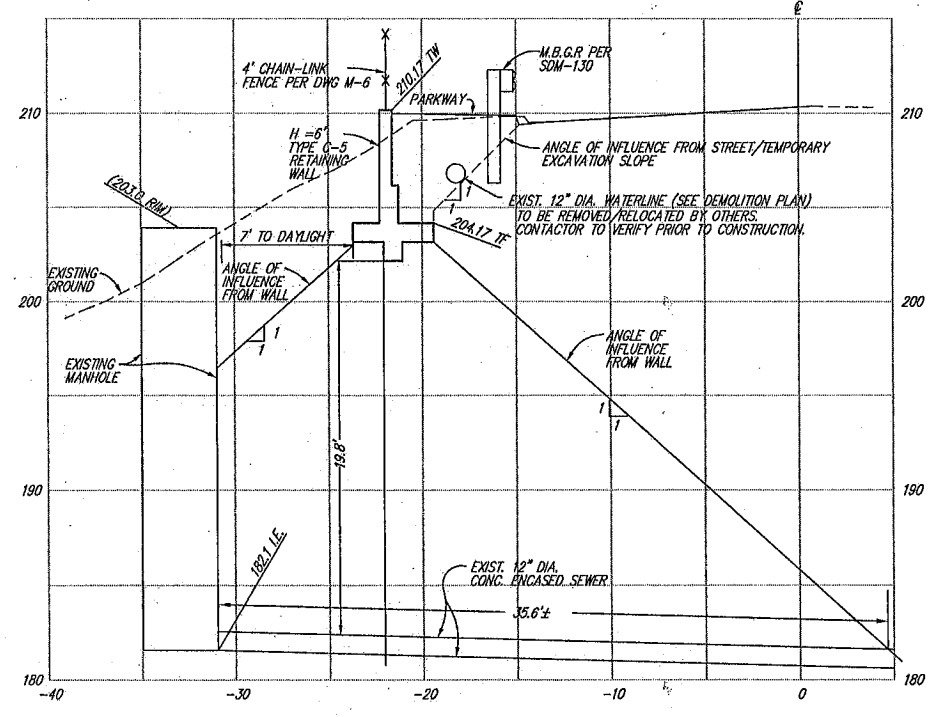
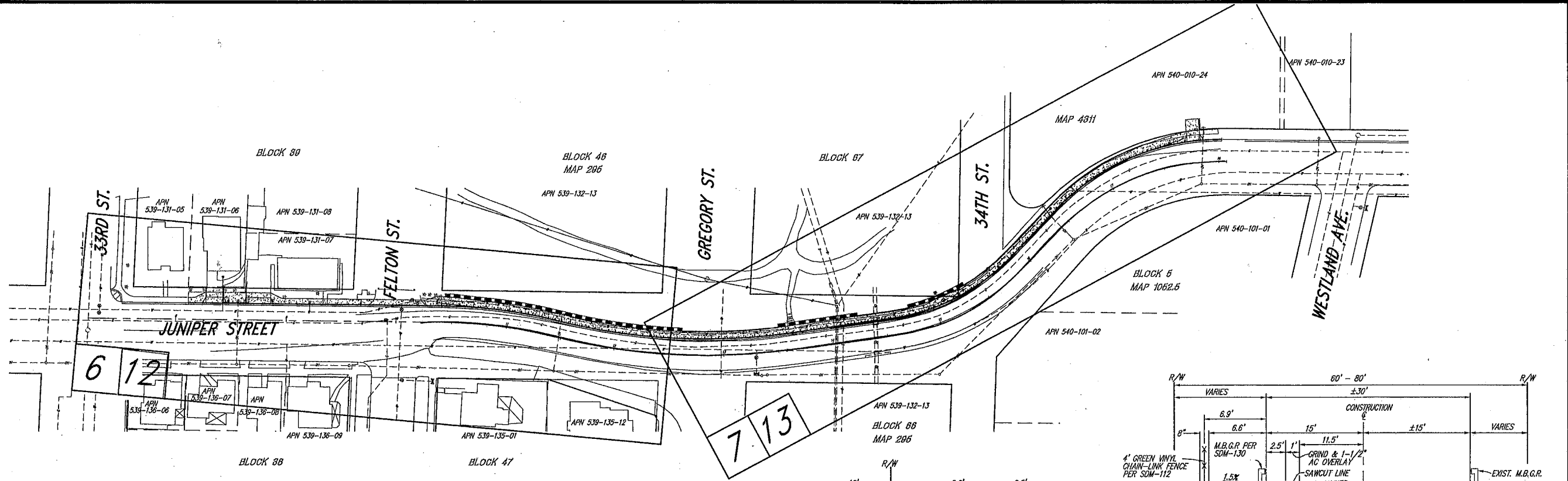
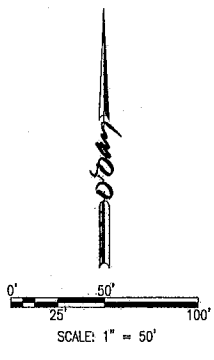
CITY OF SAN DIEGO
PUBLIC WORKS PROJECT



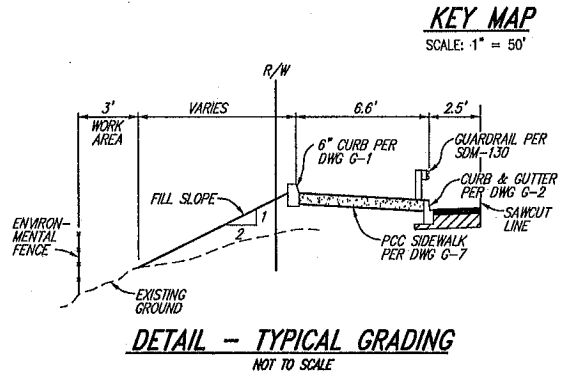
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Carlsbad, California 92010
760-931-7700
Fax: 760-931-8680
www.odayconsultants.com

Civil Engineering
Planning
Processing
Surveying

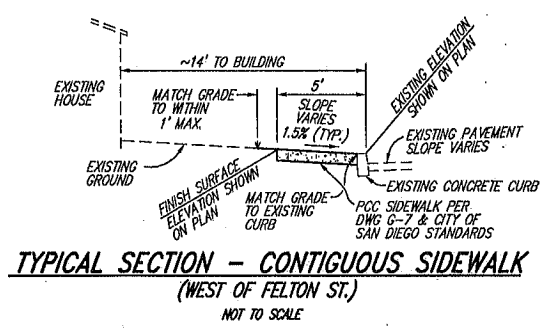
JUNIPER STREET SIDEWALK PROJECT



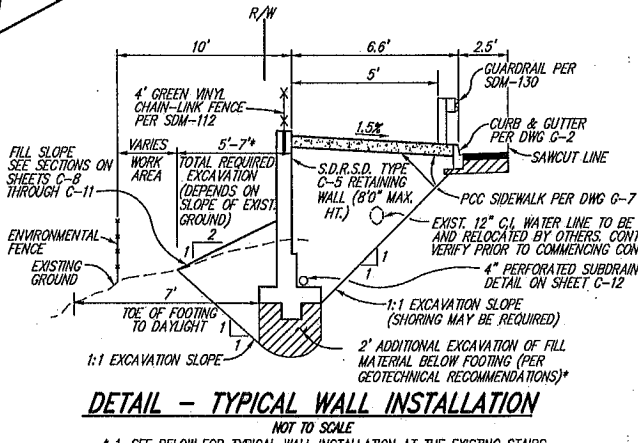
CROSS SECTION - RETAINING WALL @ SEWER MAIN
SCALE: HORIZ. ~ 1" = 5'
VERT. ~ 1" = 5'



DETAIL - TYPICAL GRADING
NOT TO SCALE

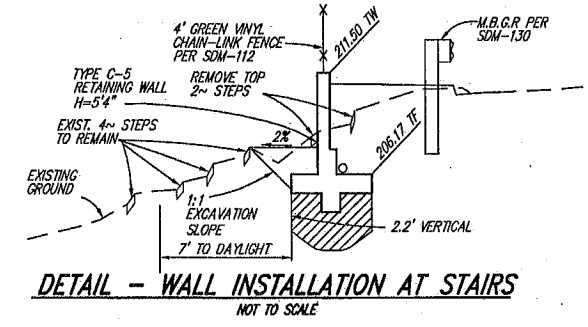


TYPICAL SECTION - CONTIGUOUS SIDEWALK (WEST OF FELTON ST.)
NOT TO SCALE

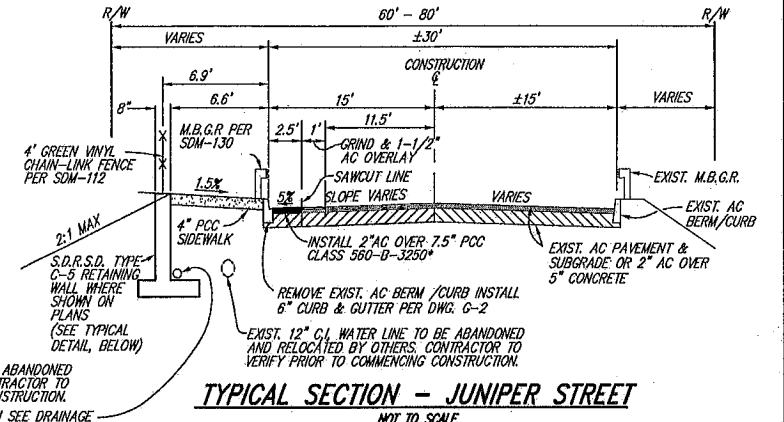


DETAIL - TYPICAL WALL INSTALLATION
NOT TO SCALE

- * 1. SEE BELOW FOR TYPICAL WALL INSTALLATION AT THE EXISTING STAIRS.
- * 2. BACKFILL FOR RETAINING WALL SHALL BE FREE OF ORGANIC MATERIAL AND ROCK GREATER THAN 6". IMPORTED MATERIAL SHALL MEET THE SPECIFICATIONS FOR CALTRANS STRUCTURE BACKFILL.



DETAIL - WALL INSTALLATION AT STAIRS
NOT TO SCALE



TYPICAL SECTION - JUNIPER STREET
NOT TO SCALE
(LOOKING EAST)
TWO-LANE SUB-COLLECTOR (MODIFIED)
T.I.=7.0

* THICKNESS TO BE DETERMINED BY R-VALUE TEST (R-VALUE = 29) AND SHALL BE APPROVED BY GEOTECHNICAL ENGINEER & PUBLIC WORKS DEPARTMENT.

G-3

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

**CITY OF SAN DIEGO
PUBLIC WORKS PROJECT**



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www.odayconsultants.com

NOTE!
ELECTRONIC DATA FILES ARE FOR REFERENCE ONLY AND ARE NOT TO BE USED FOR HORIZONTAL OR VERTICAL SURVEY CONTROL.

DESIGNED BY: N.E. A.V. DATE: JULY 2010
DRAWN BY: N.E. G.M. SCALE: AS SHOWN
PROJECT MGR.: K.W.H. JOB NO.: 09-1280
ENGINEER OF WORK:
Keith Hansen DATE: 4/3/12
RCE: 60223



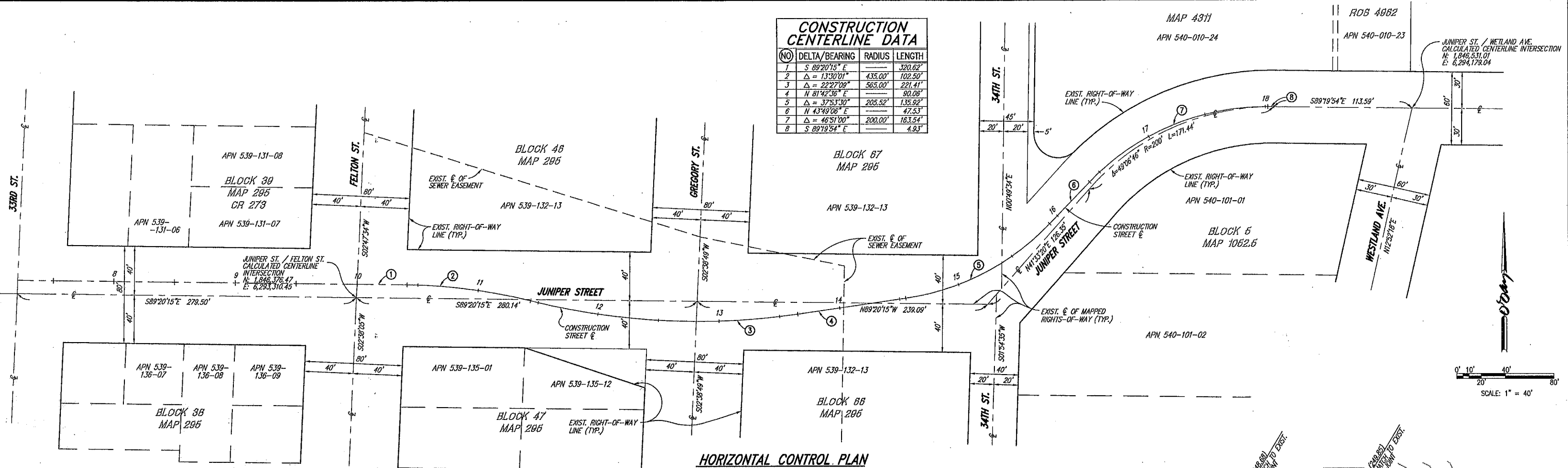
**PLANS FOR THE CONSTRUCTION OF:
JUNIPER STREET
SIDEWALK PROJECT**

SECTIONS & KEY MAP				
CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT SHEET 3 OF 17 SHEETS				WBS: B00947
A. Palasmajl 4/26/12 FOR CITY ENGINEER DATE				SUBMITTED BY: ABI PALASEYED SECTION HEAD
DESCRIPTION	BY	APPROVED	DATE	FILMED
ORIGINAL	O'DAY			
				GAETANO MARTEDI PROJECT MANAGER
				194-1737
				CS27 COORDINATE
				185-6294
				CS83 COORDINATE
CONTRACTOR		DATE STARTED		35365-3-D
INSPECTOR		DATE COMPLETED		

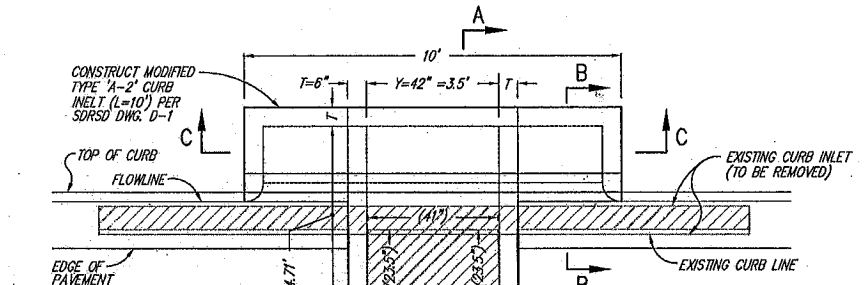
JUNIPER STREET SIDEWALK PROJECT

CONSTRUCTION CENTERLINE DATA

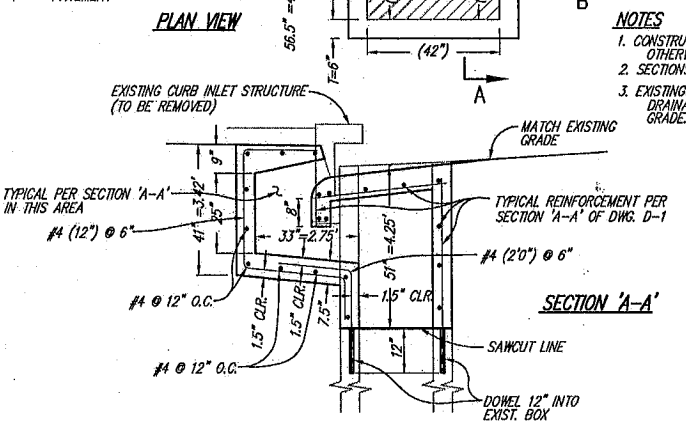
(NO)	DELTA/BEARING	RADIUS	LENGTH
1	S 89°20'15" E		320.62'
2	Δ = 13°30'01"	435.00'	102.50'
3	Δ = 22°27'09"	565.00'	221.41'
4	N 81°42'36" E		90.06'
5	Δ = 37°53'30"	205.52'	135.92'
6	N 43°49'06" E		47.53'
7	Δ = 46°51'00"	200.00'	163.54'
8	S 89°19'54" E		4.93'



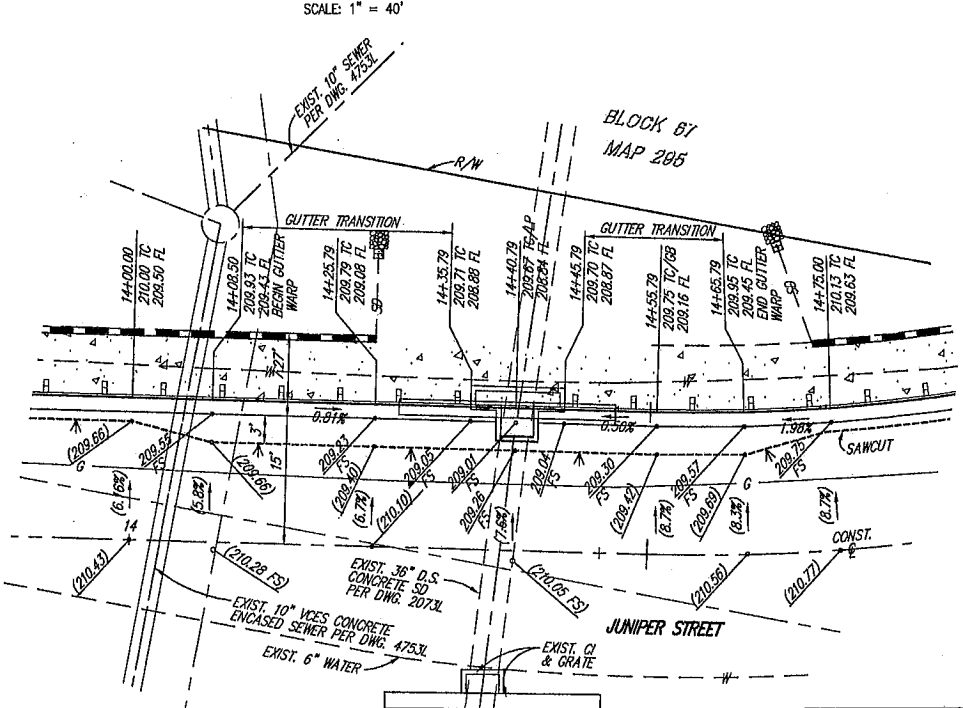
HORIZONTAL CONTROL PLAN
(CONSTRUCTION CENTERLINE)
SCALE: 1" = 40'



- NOTES**
1. CONSTRUCT PER DWGS. SDG-110, D-1, D-11 & D-12 UNLESS OTHERWISE SHOWN.
 2. SECTIONS 'B-B' & 'C-C' ARE UNCHANGED FROM DWG. D-1.
 3. EXISTING DIMENSIONS SHOWN, E.G. (41") ARE TO INSIDE WALL OF DRAINAGE STRUCTURE AT APPROXIMATELY 6" BELOW FINISH GRADE.

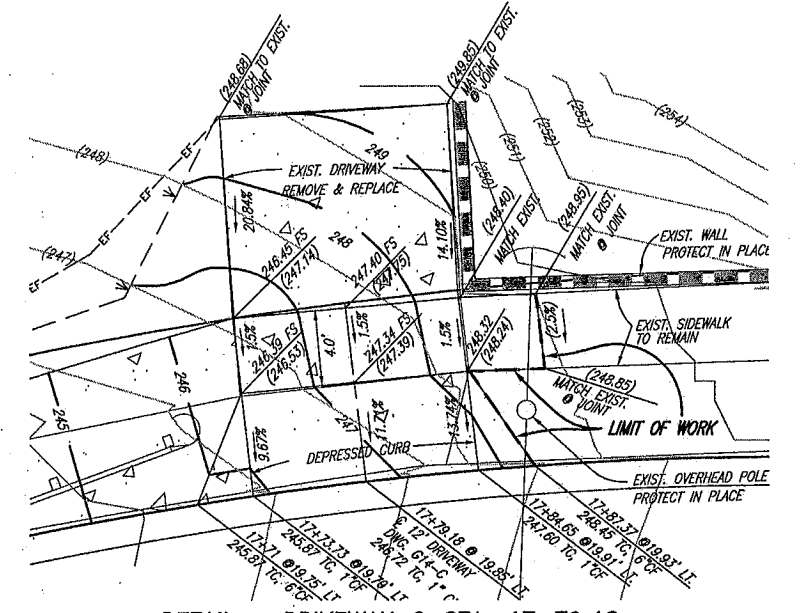


DETAIL - MODIFIED TYPE 'A-2' CURB INLET
NOT TO SCALE
(PER DWG. D-1)



DETAIL - GUTTER TRANSITION MOD. SDG-110
SCALE: 1" = 10'

NOTE!!
ELECTRONIC DATA FILES ARE FOR REFERENCE ONLY AND ARE NOT TO BE USED FOR HORIZONTAL OR VERTICAL SURVEY CONTROL.



DETAIL - DRIVEWAY @ STA. 17+79.18
SCALE: 1" = 5'

WARNING
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CITY OF SAN DIEGO
PUBLIC WORKS PROJECT



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Carlsbad, California 92010
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760-931-8680
www.odayconsultants.com

DESIGNED BY: N.E. A.V. DATE: JULY 2010
DRAWN BY: N.E. G.M. SCALE: 1" = 20'
PROJECT MGR.: K.W.H. JOB NO.: 09-1280
ENGINEER OF WORK:
Keith W. Hansen DATE: 4/3/12
RCE: 60223



PLANS FOR THE CONSTRUCTION OF:
JUNIPER STREET
SIDEWALK PROJECT

DETAILS & HORIZONTAL CONTROL MAP

CITY OF SAN DIEGO, CALIFORNIA
ENGINEERING AND CAPITAL PROJECTS DEPARTMENT
SHEET 4 OF 17 SHEETS

WBS: B00947

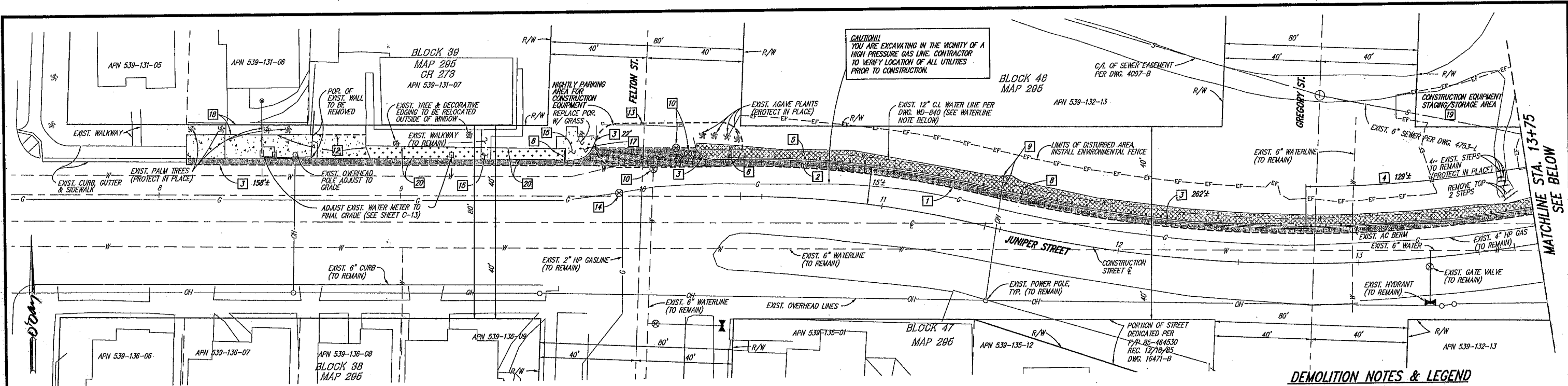
FOR CITY ENGINEER: *A. Palasey* DATE: 4/26/12
FOR CITY ENGINEER: ABI PALASEY SECTION HEAD

DESCRIPTION	BY	APPROVED	DATE	FILED
ORIGINAL	O'DAY			

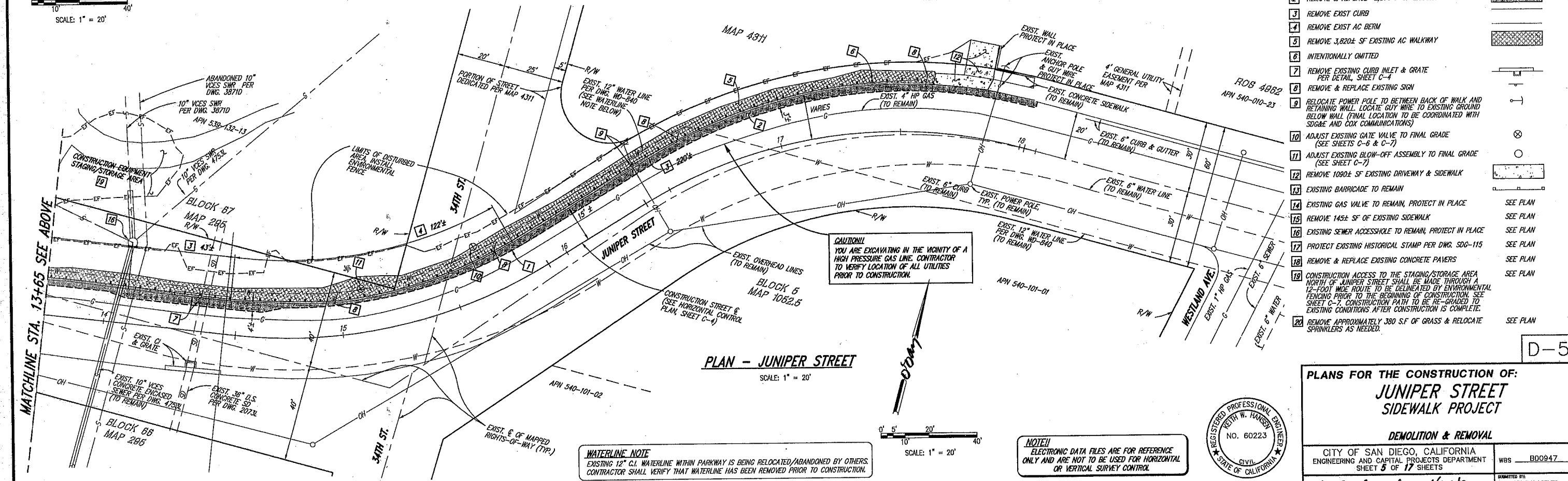
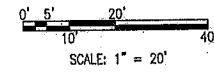
GAETANO MARTEDI
PROJECT MANAGER
194-1737
CCS27 COORDINATOR
185-6294
CCS83 COORDINATOR

CONTRACTOR: DATE STARTED: **35365-4-D**
INSPECTOR: DATE COMPLETED:

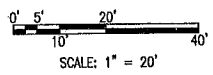
JUNIPER STREET SIDEWALK PROJECT



PLAN - JUNIPER STREET
SCALE: 1" = 20'



PLAN - JUNIPER STREET
SCALE: 1" = 20'



WATERLINE NOTE
EXISTING 12" C.I. WATERLINE WITHIN PARKWAY IS BEING RELOCATED/ABANDONED BY OTHERS. CONTRACTOR SHALL VERIFY THAT WATERLINE HAS BEEN REMOVED PRIOR TO CONSTRUCTION.

NOTE!
ELECTRONIC DATA FILES ARE FOR REFERENCE ONLY AND ARE NOT TO BE USED FOR HORIZONTAL OR VERTICAL SURVEY CONTROL.

DEMOLITION NOTES & LEGEND

- 1 SAWCUT 1020± LF
- 2 REMOVE & REPLACE 2,870 ± SF EXISTING PAVEMENT
- 3 REMOVE EXIST CURB
- 4 REMOVE EXIST AC BERM
- 5 REMOVE 3,820± SF EXISTING AC WALKWAY
- 6 INTENTIONALLY OMITTED
- 7 REMOVE EXISTING CURB INLET & GRATE PER DETAIL SHEET C-4
- 8 REMOVE & REPLACE EXISTING SIGN
- 9 RELOCATE POWER POLE TO BETWEEN BACK OF WALK AND RETAINING WALL. LOCATE GUY WIRE TO EXISTING GROUND BELOW WALL (FINAL LOCATION TO BE COORDINATED WITH SDG&E AND COX COMMUNICATIONS)
- 10 ADJUST EXISTING GATE VALVE TO FINAL GRADE (SEE SHEETS C-6 & C-7)
- 11 ADJUST EXISTING BLOW-OFF ASSEMBLY TO FINAL GRADE (SEE SHEET C-7)
- 12 REMOVE 1080± SF EXISTING DRIVEWAY & SIDEWALK
- 13 EXISTING BARRICADE TO REMAIN
- 14 EXISTING GAS VALVE TO REMAIN, PROTECT IN PLACE
- 15 REMOVE 145± SF OF EXISTING SIDEWALK
- 16 EXISTING SEWER ACCESSHOLE TO REMAIN, PROTECT IN PLACE
- 17 PROTECT EXISTING HISTORICAL STAMP PER DWG. SDG-115
- 18 REMOVE & REPLACE EXISTING CONCRETE PAVERS
- 19 CONSTRUCTION ACCESS TO THE STAGING/STORAGE AREA NORTH OF JUNIPER STREET SHALL BE MADE THROUGH A 12'-FOOT WIDE ROUTE TO BE DELINEATED BY ENVIRONMENTAL FENCING PRIOR TO THE BEGINNING OF CONSTRUCTION. SEE SHEET C-7. CONSTRUCTION PATH TO BE RE-GRADED TO EXISTING CONDITIONS AFTER CONSTRUCTION IS COMPLETE.
- 20 REMOVE APPROXIMATELY 380 S.F. OF GRASS & RELOCATE SPRINKLERS AS NEEDED.

D-5

**PLANS FOR THE CONSTRUCTION OF:
JUNIPER STREET
SIDEWALK PROJECT**

DEMOLITION & REMOVAL

CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT SHEET 5 OF 17 SHEETS		WBS	B00947
SUBMITTED BY: <i>A. Palamoy</i> 4/26/12		DATE	
FOR CITY ENGINEER	DATE	SECTION HEAD	
DESCRIPTION	BY	APPROVED	DATE
ORIGINAL	O'DAY		
CONTRACTOR	DATE STARTED		
INSPECTOR	DATE COMPLETED		
			35365-5-D



DESIGNED BY: N.F., A.V. DATE: JULY 2010
 DRAWN BY: N.F., G.M. SCALE: 1" = 20'
 PROJECT MGR.: K.W.H. JOB NO.: 08-1280
 ENGINEER OF WORK:
Keith Hansen DATE: 4/3/12
 KEITH W. HANSEN RCE: 60223

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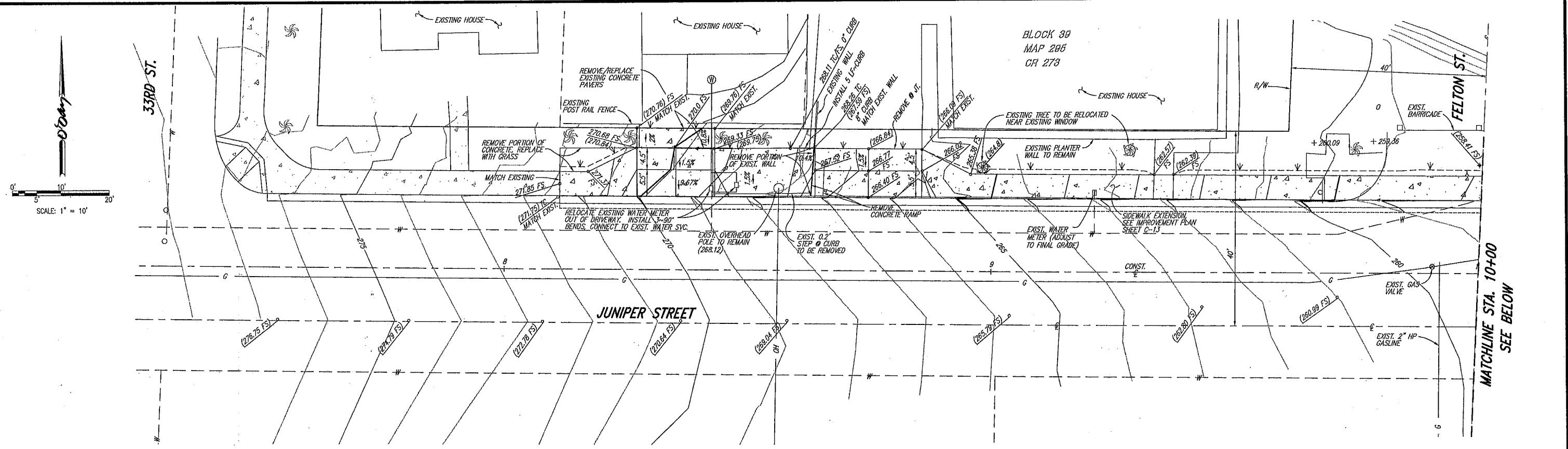


**CITY OF SAN DIEGO
PUBLIC WORKS PROJECT**

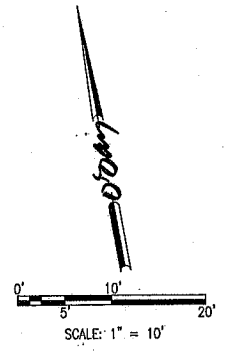
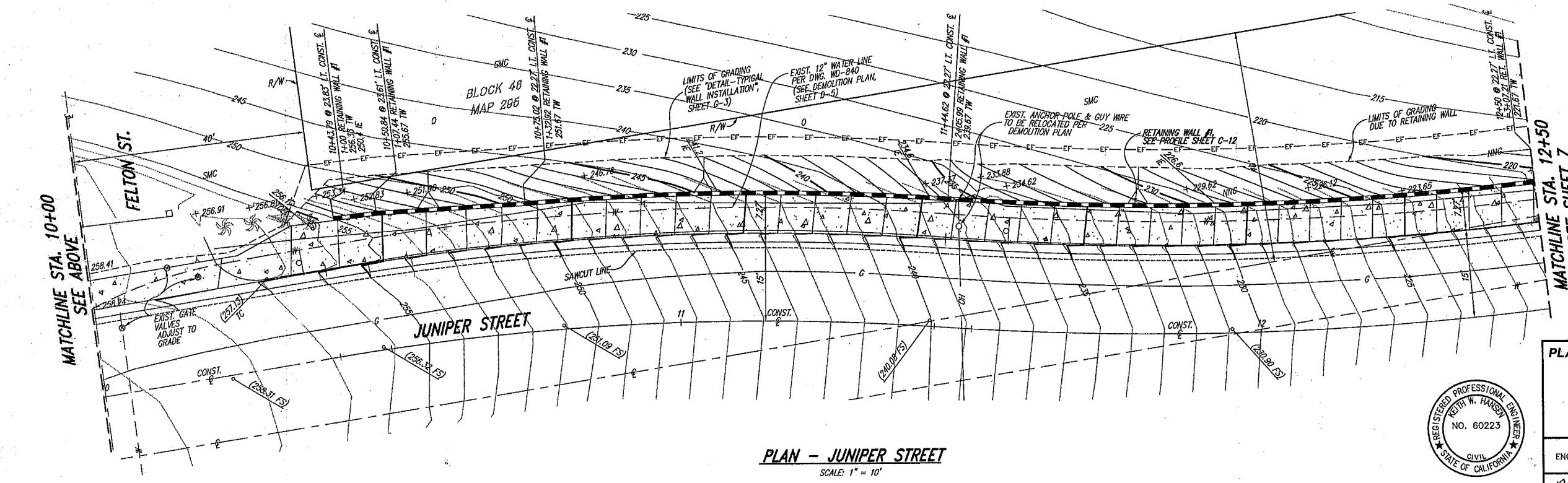
WARNING
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.

JUNIPER STREET SIDEWALK PROJECT

JUNIPER STREET SIDEWALK PROJECT



PLAN - JUNIPER STREET
SCALE: 1" = 10'



PLAN - JUNIPER STREET
SCALE: 1" = 10'

NOTE!
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C-6

PLANS FOR THE CONSTRUCTION OF: JUNIPER STREET SIDEWALK PROJECT			
GRADING PLANS			
CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT SHEET 6 OF 17 SHEETS		WBS B00947	
A. Palamuel FOR CITY ENGINEER		4/26/12 DATE	
DESCRIPTION	BY	APPROVED	DATE
ORIGINAL	O'DAY		
ENGINEER OF WORK: KEITH W. HANSEN		DATE: 4/3/12 RCE: 60223	
CONTRACTOR	DATE STARTED	INSPECTOR	DATE COMPLETED

WARNING
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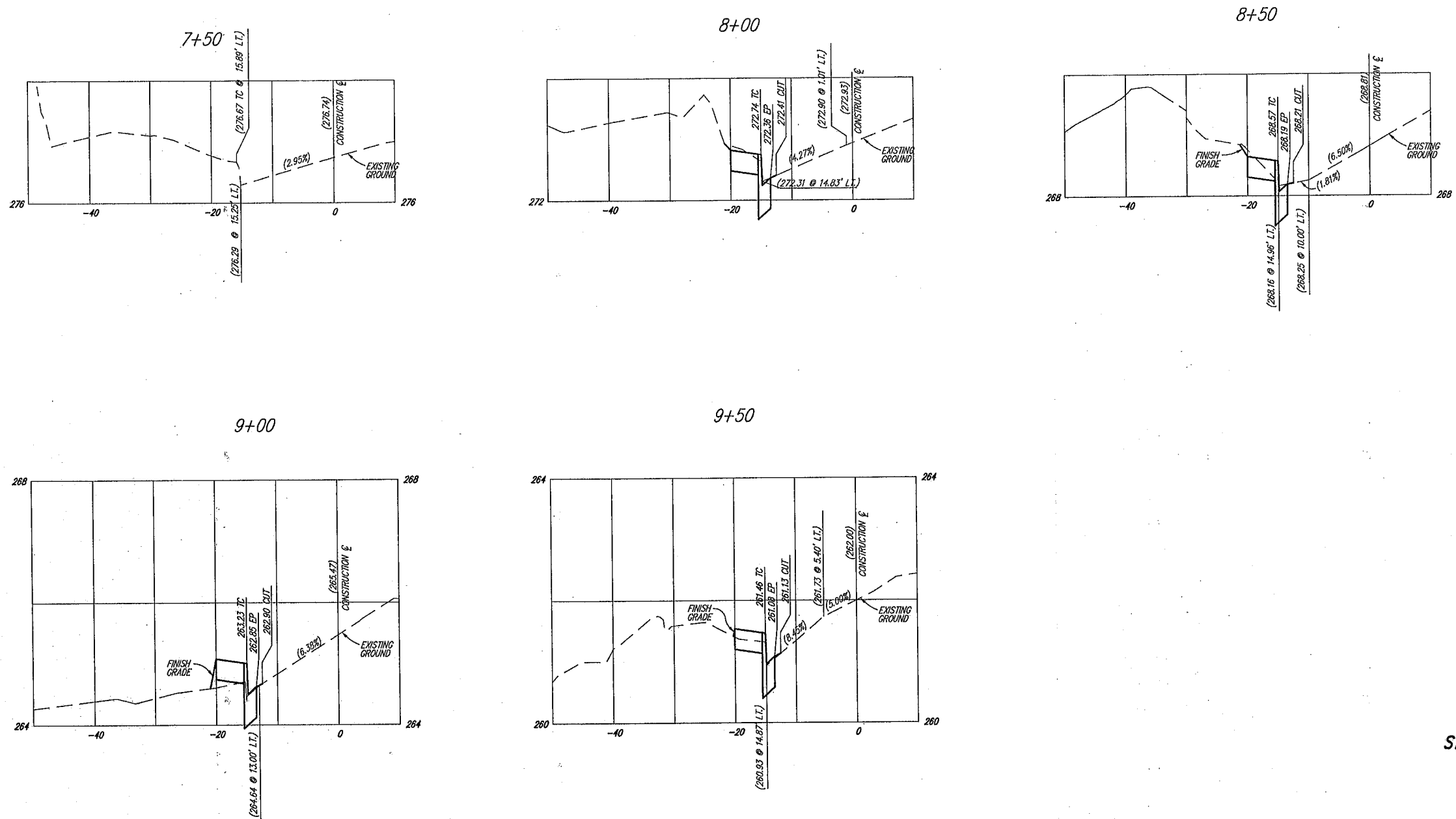
**CITY OF SAN DIEGO
PUBLIC WORKS PROJECT**



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Civil Engineering
Planning
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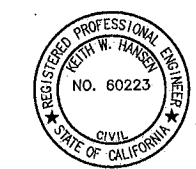


STATION 7+50 TO 9+50

SCALE: HORIZ: 1"=10'
VERT: 1"= 1'

C-8

WATERLINE NOTE
EXISTING 12" C.I. WATERLINE TO BE ABANDONED/ RELOCATED BY OTHERS. CONTRACTOR SHALL VERIFY THAT WATERLINE HAS BEEN REMOVED PRIOR TO CONSTRUCTION.



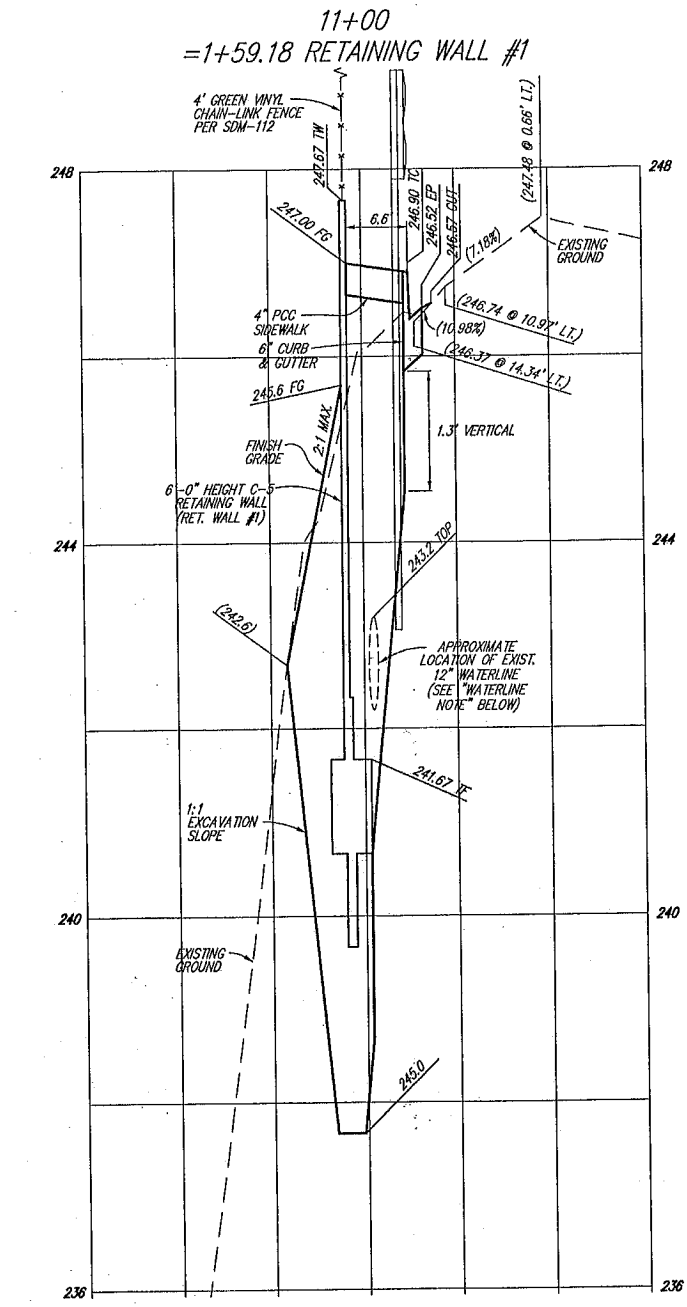
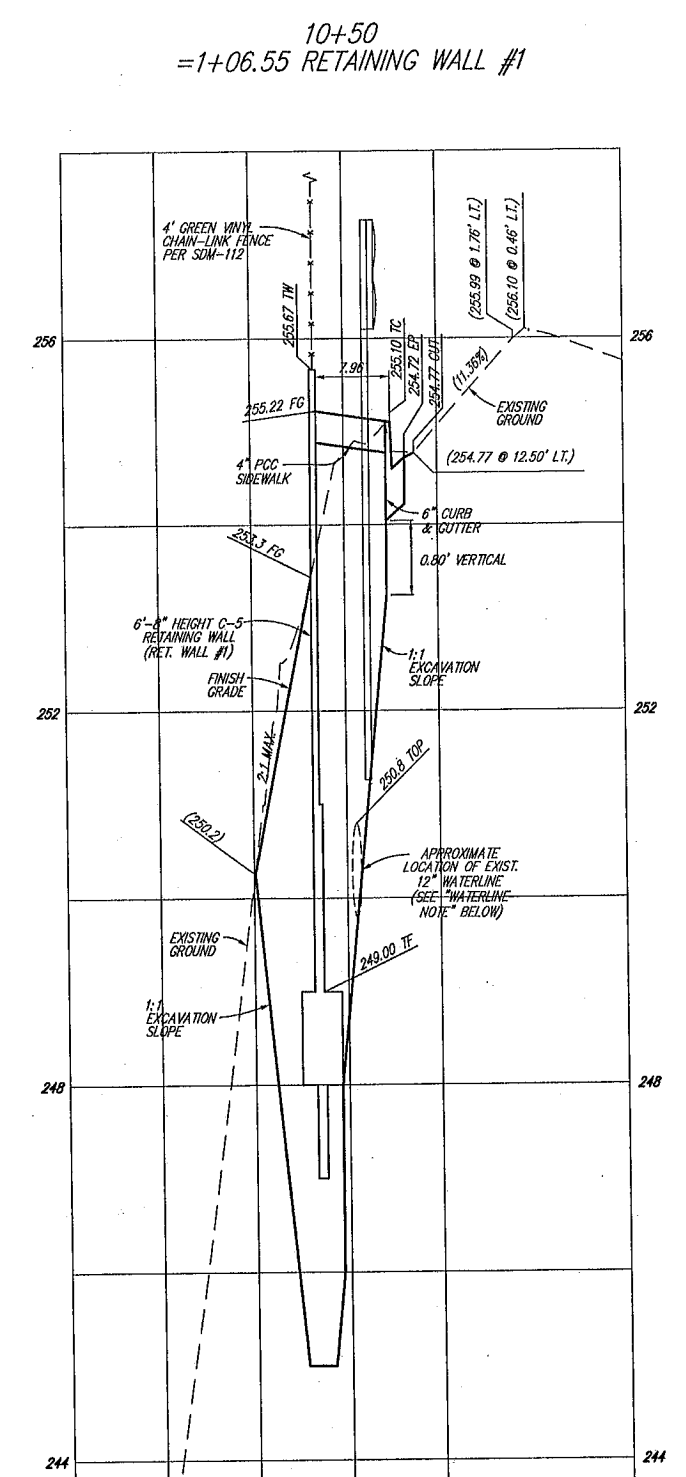
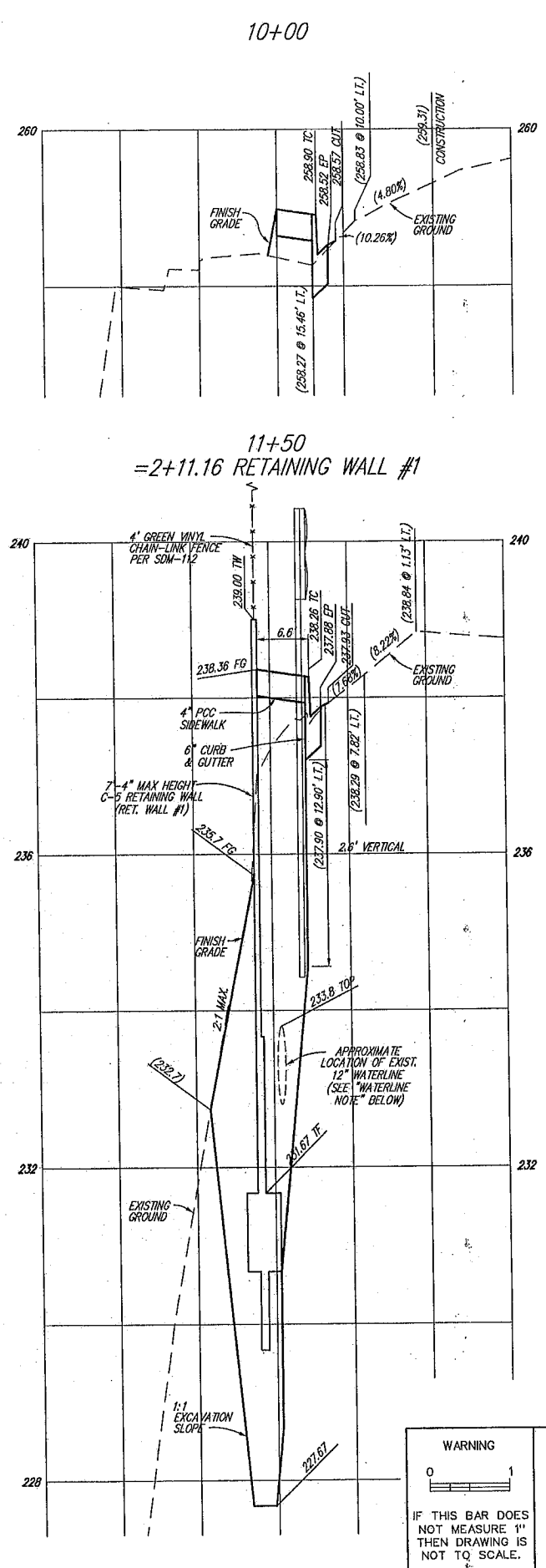
PLANS FOR THE CONSTRUCTION OF: JUNIPER STREET SIDEWALK PROJECT			
STREET CROSS SECTIONS			
CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT SHEET 8 OF 17 SHEETS			WBS: B00947
A. Palampal FOR CITY ENGINEER		4/26/12 DATE	
DESIGNED BY: N.F., A.V. DATE: JULY 2010		DRAWN BY: N.F., G.M. SCALE: AS SHOWN	
PROJECT MGR.: K.W.H. JOB NO.: 09-1280		ENGINEER OF WORK: Keith Hansen DATE: 4/3/12 KEITH W. HANSEN RCE: 60223	
DESCRIPTION	BY	APPROVED	DATE
ORIGINAL	O'DAY		
CONTRACTOR			DATE STARTED
INSPECTOR			DATE COMPLETED
			35365-8-D

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

**CITY OF SAN DIEGO
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STATION 10+00 TO 11+50
SCALE: HORIZ: 1"=10'
VERT: 1"= 1'

C-9

WATERLINE NOTE
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WARNING
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**CITY OF SAN DIEGO
PUBLIC WORKS PROJECT**

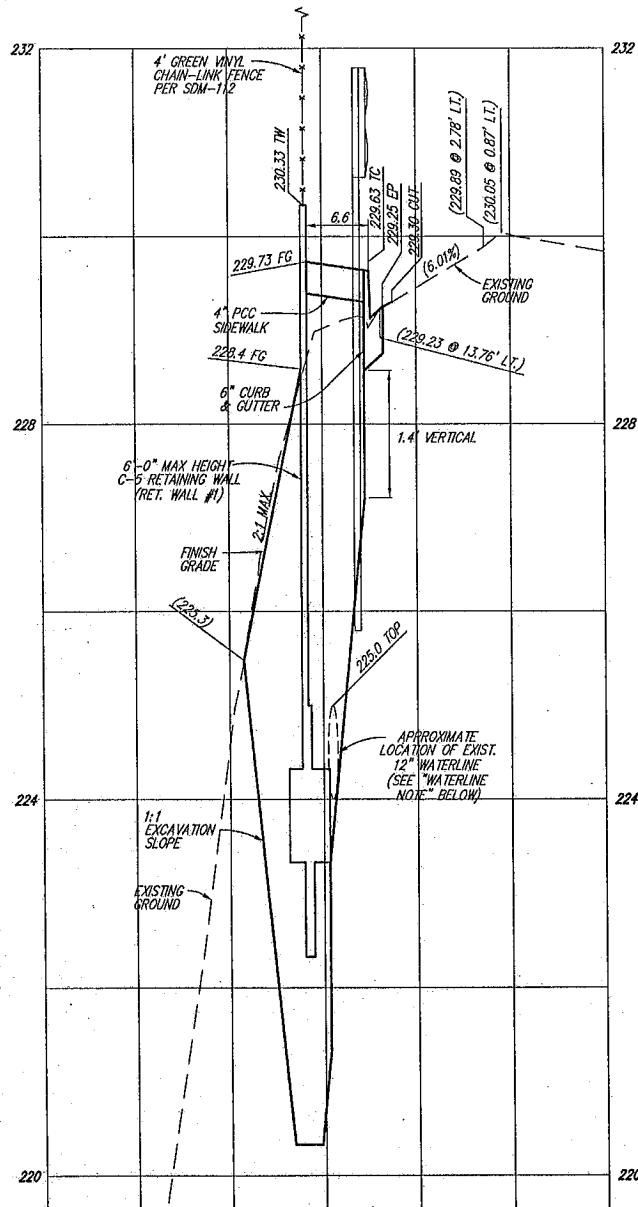


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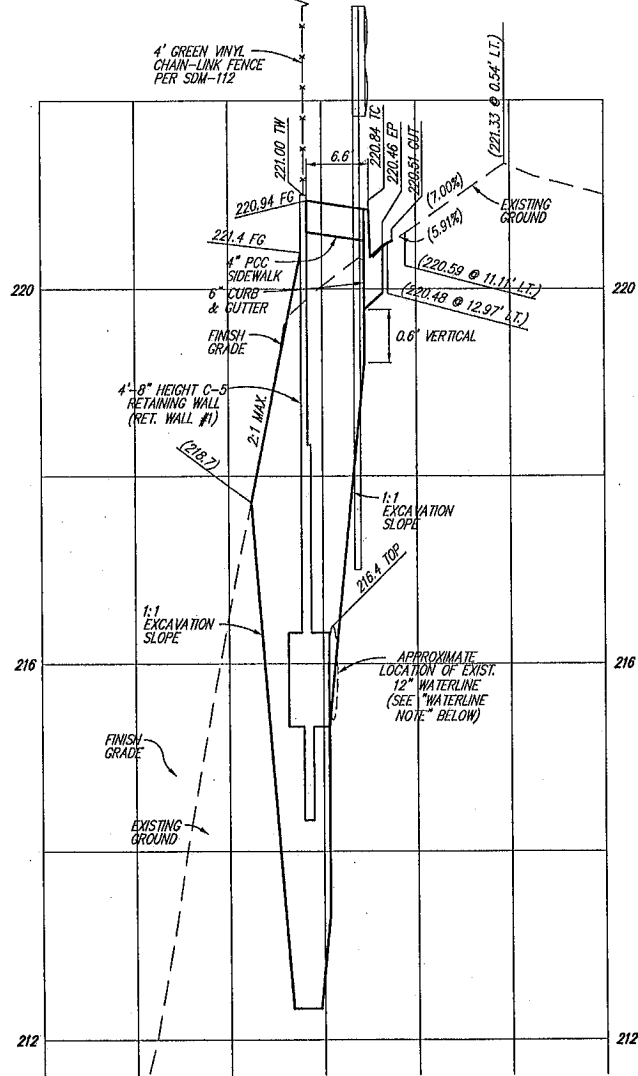
DESIGNED BY: N.F., A.V. DATE: JULY 2010
DRAWN BY: N.F., G.M. SCALE: AS SHOWN
PROJECT MGR.: K.W.H. JOB NO.: 09-1280
ENGINEER OF WORK:
Keith Hansen DATE: 4/9/12
RCE: 60223

PLANS FOR THE CONSTRUCTION OF: JUNIPER STREET SIDEWALK PROJECT			
STREET CROSS SECTIONS			
CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT SHEET 9 OF 17 SHEETS		WBS: B00947	
A. Palasey FOR CITY ENGINEER		4/26/12 DATE	
DESCRIPTION	BY	APPROVED	DATE
ORIGINAL	O'DAY		
SUBMITTED BY: AHI PALASEY SECTION HEAD		194-1737 PROJECT MANAGER	
		185-6294 CCS27 COORDINATE	
		185-6294 CCS83 COORDINATE	
CONTRACTOR		DATE STARTED	
INSPECTOR		DATE COMPLETED	
		35365-9-D	

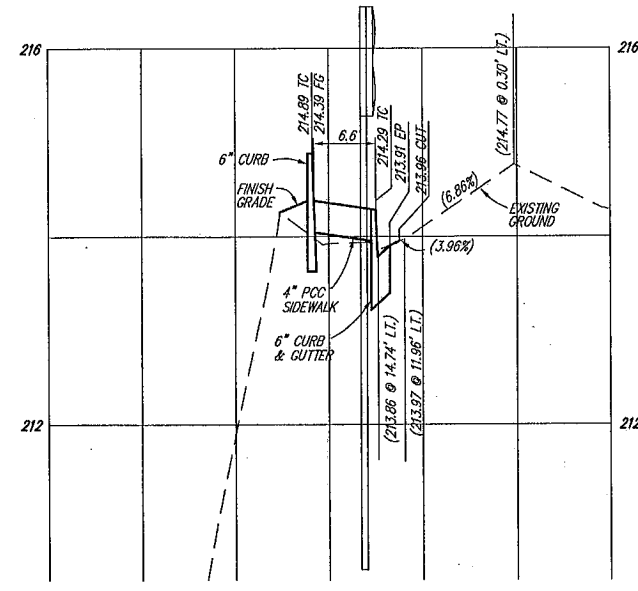
12+00
=2+59.19 RETAINING WALL #1



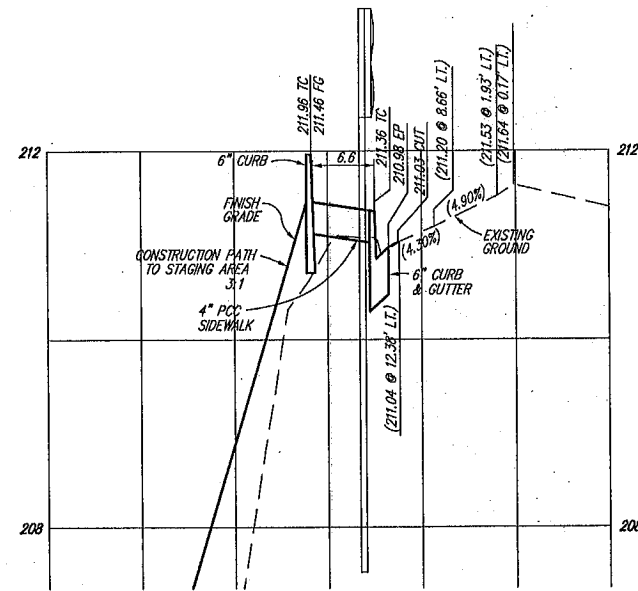
12+50
=3+07.22 RETAINING WALL #1



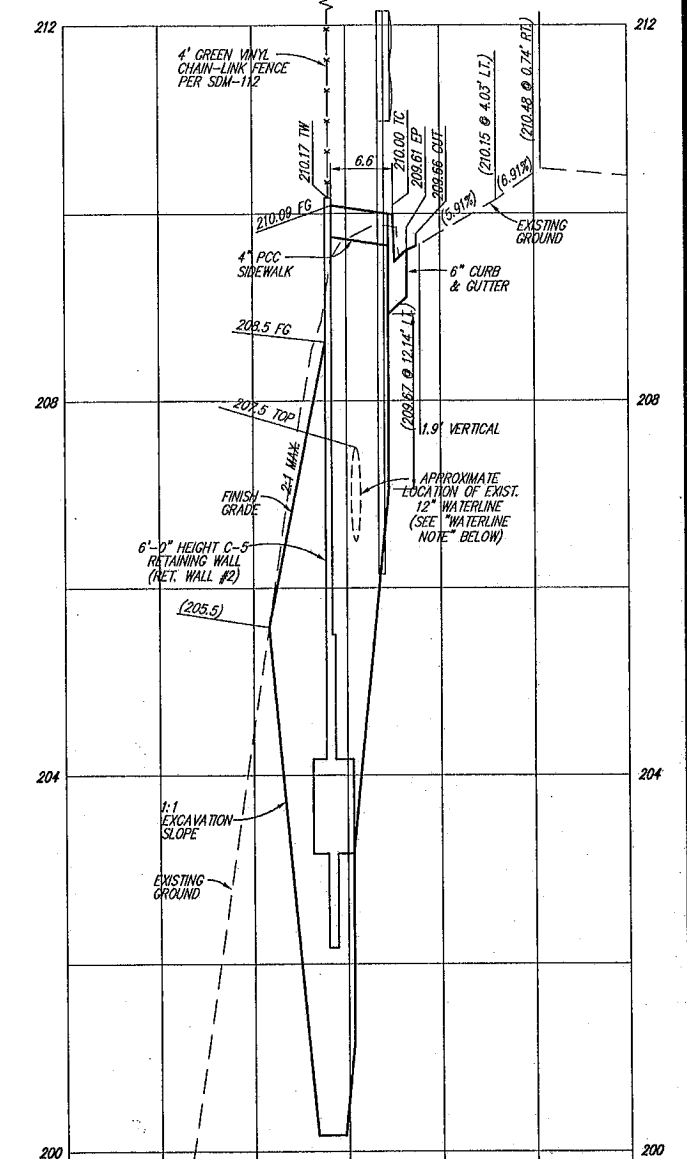
13+00



13+50



14+00
=1+47.62 RETAINING WALL #2



STATION 12+00 TO 14+00

SCALE: HORIZ: 1"=10'
VERT: 1"=1'

WATERLINE NOTE
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C-10

JUNIPER STREET SIDEWALK PROJECT

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**CITY OF SAN DIEGO
PUBLIC WORKS PROJECT**

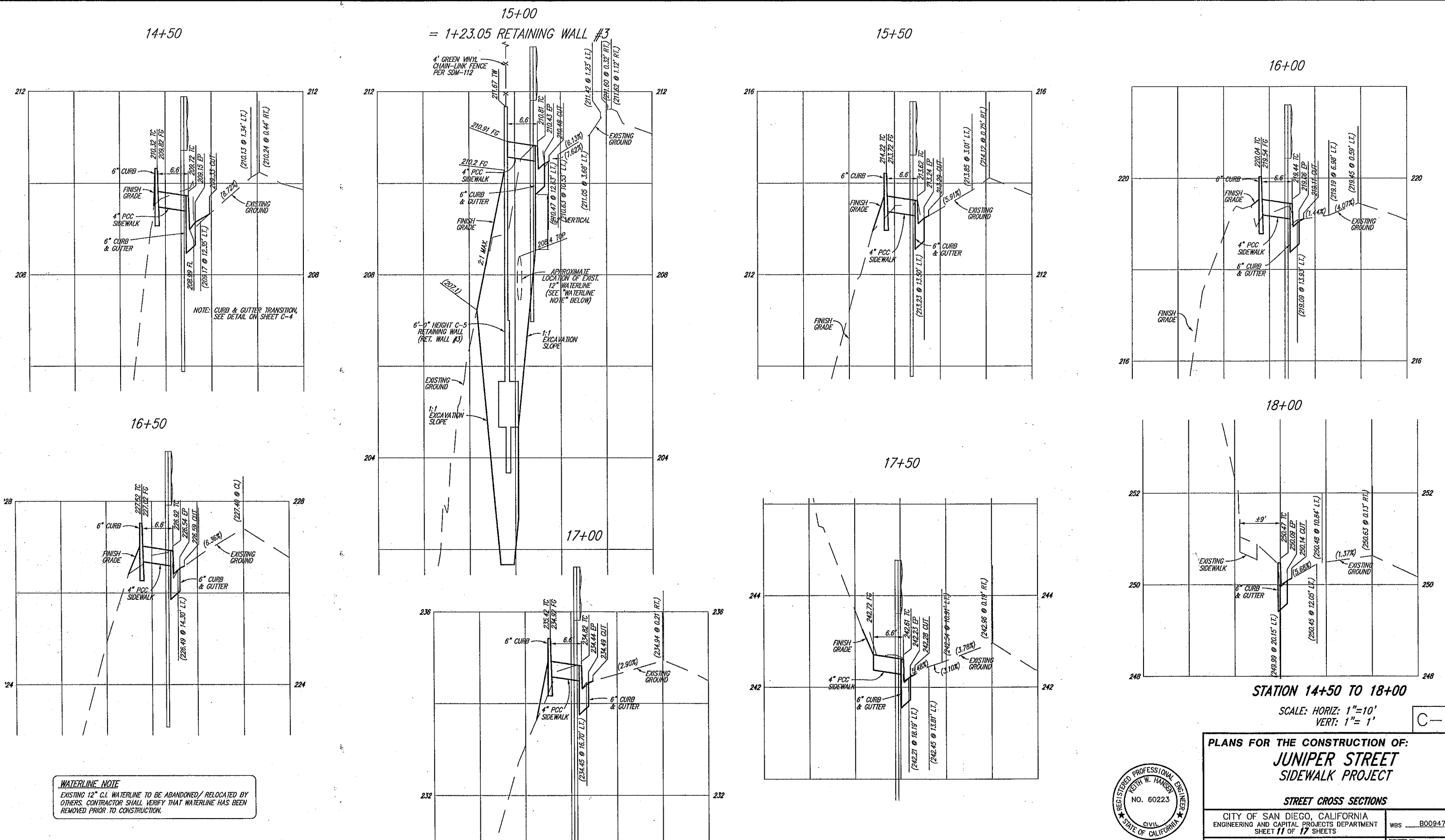


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DESIGNED BY: N.F., A.V. DATE: JULY 2010
DRAWN BY: N.F., G.M. SCALE: AS SHOWN
PROJECT MGR.: K.W.H. JOB NO.: 09-1280
ENGINEER OF WORK: Keith W. Hansen DATE: 4/4/12
RCE: 60223



PLANS FOR THE CONSTRUCTION OF: JUNIPER STREET SIDEWALK PROJECT			
STREET CROSS SECTIONS			
CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT SHEET 10 OF 17 SHEETS			WBS: B00947
FOR CITY ENGINEER: <i>A. Palamang</i> DATE: 4/26/12			SUBMITTED BY: ABI PALASEYED SECTION HEAD
DESCRIPTION	BY	APPROVED	DATE
ORIGINAL	O'DAY		
GAETANO MARTEDI PROJECT MANAGER			194-1737
CCS27 COORDINATE			185-6294
CCS83 COORDINATE			35365-10-D
CONTRACTOR INSPECTOR		DATE STARTED	DATE COMPLETED



WATERLINE NOTE
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**CITY OF SAN DIEGO
 PUBLIC WORKS PROJECT**

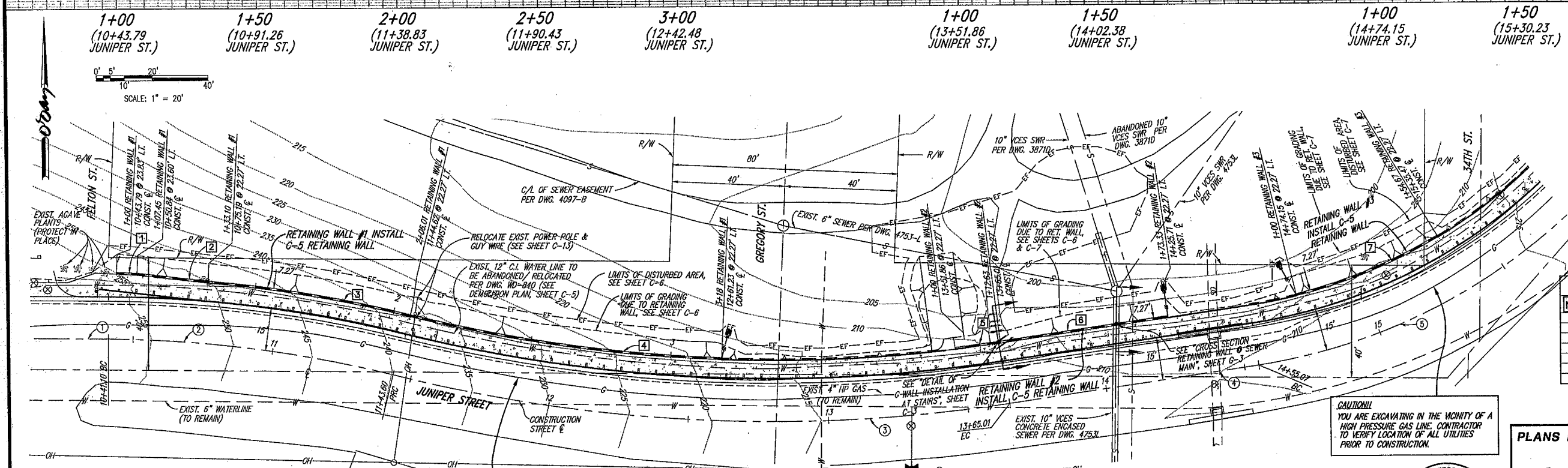
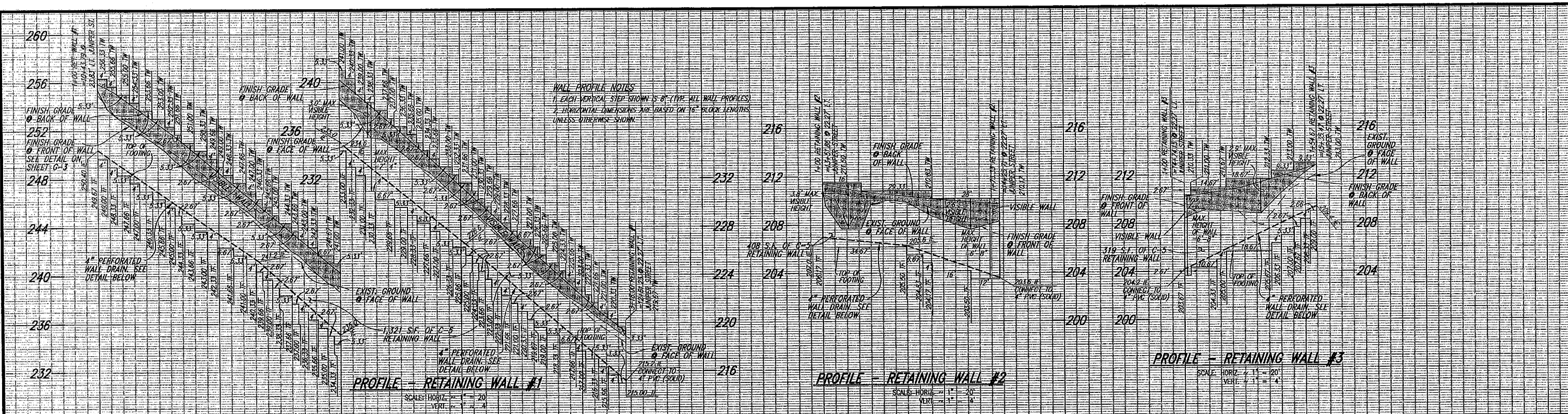


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DESIGNED BY: N.E. A.V. DATE: JULY 2010
 DRAWN BY: N.E. G.M. SCALE: AS SHOWN
 PROJECT MGR.: K.W.H. JOB NO.: 09-1280
 ENGINEER OF WORK:
 KEITH W. HANSEN DATE: 4/3/12
 RCE: 60223



PLANS FOR THE CONSTRUCTION OF: JUNIPER STREET SIDEWALK PROJECT			
STREET CROSS SECTIONS			
CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT SHEET 11 OF 17 SHEETS		WBS: B00947	
FOR CITY ENGINEER: <i>A. Palasquez</i> 4/26/12		DATE: 4/26/12	
DESCRIPTION	BY	APPROVED	DATE
ORIGINAL	O'DAY		
SUBMITTED BY: ABI PALASEYED		SECTION HEAD	
PROJECT MANAGER: GAETANO MARTEDI		194-1737	
CCS27 COORDINATE		185-6294	
CCS83 COORDINATE		35365-11-D	
CONTRACTOR	DATE STARTED	INSPECTOR	DATE COMPLETED



WALL DETAILS

WALL #	LENGTH	MAX HEIGHT	MAX VISIBLE HEIGHT*
WALL #1	218.00 LF	7'-4"	3.0'
WALL #2	73.33 LF	6'-8"	3.8'
WALL #3	54.67 LF	6'-8"	2.9'

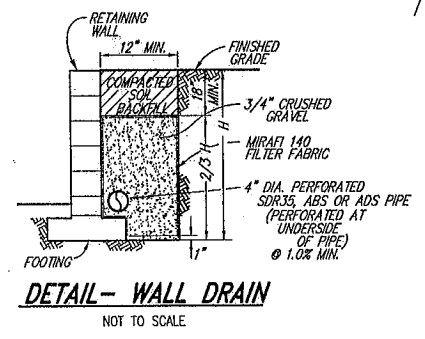
* THE VISIBLE HEIGHT IS MEASURED FROM THE TOP OF WALL TO THE FINISH SURFACE AT THE FRONT FACE OF WALL. THIS IS THE 2:1 RE-COULURED SLOPE AFTER THE WALL IS BUILT. SEE DETAIL FOR TYPICAL WALL INSTALLATION ON SHEET C-3.

CONSTRUCTION CENTERLINE DATA

NO.	DELTA/BEARING	RADIUS	LENGTH
1	S 89°20'15" E		320.62'
2	Δ = 13°30'01"	435.00'	102.50'
3	Δ = 22°27'09"	565.00'	221.41'
4	N 81°42'36" E		30.06'
5	Δ = 37°53'30"	205.52'	135.92'
6	N 43°49'06" E		47.53'
7	Δ = 46°51'00"	200.00'	163.54'
8	S 89°19'54" E		4.93'

C-5 RETAINING WALL DATA

NO.	DELTA/BEARING	RADIUS	LENGTH	REMARKS
1	N 88°44'16" W		7.45'	RETAINING WALL #1
2	N 83°27'07" W		25.65'	RETAINING WALL #1
3	Δ = 09°08'09"	457.26'	72.91'	RETAINING WALL #1
4	Δ = 11°49'20"	542.74'	111.99'	RETAINING WALL #1
5	Δ = 01°20'00"	542.74'	12.63'	RETAINING WALL #2
6	N 81°42'36" E		60.70'	RETAINING WALL #2
7	Δ = 17°05'57"	183.26'	54.67'	RETAINING WALL #3



WARNING
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PLAN - RETAINING WALLS
 SCALE: 1" = 20'

**CITY OF SAN DIEGO
 PUBLIC WORKS PROJECT**



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DESIGNED BY: N.F. A.V. DATE: JULY 2010
 DRAWN BY: N.F. G.M. SCALE: 1" = 20'
 PROJECT MGR.: K.W.H. JOB NO.: 09-1280

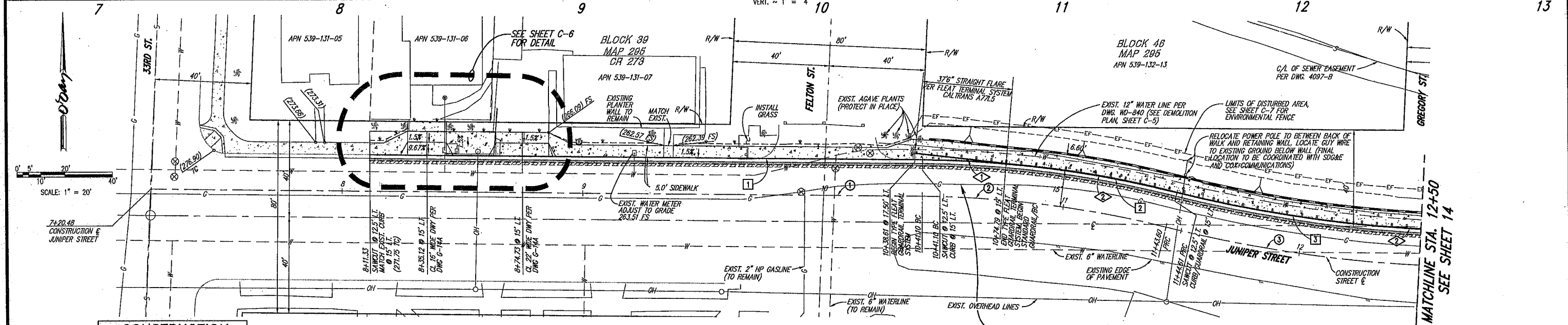
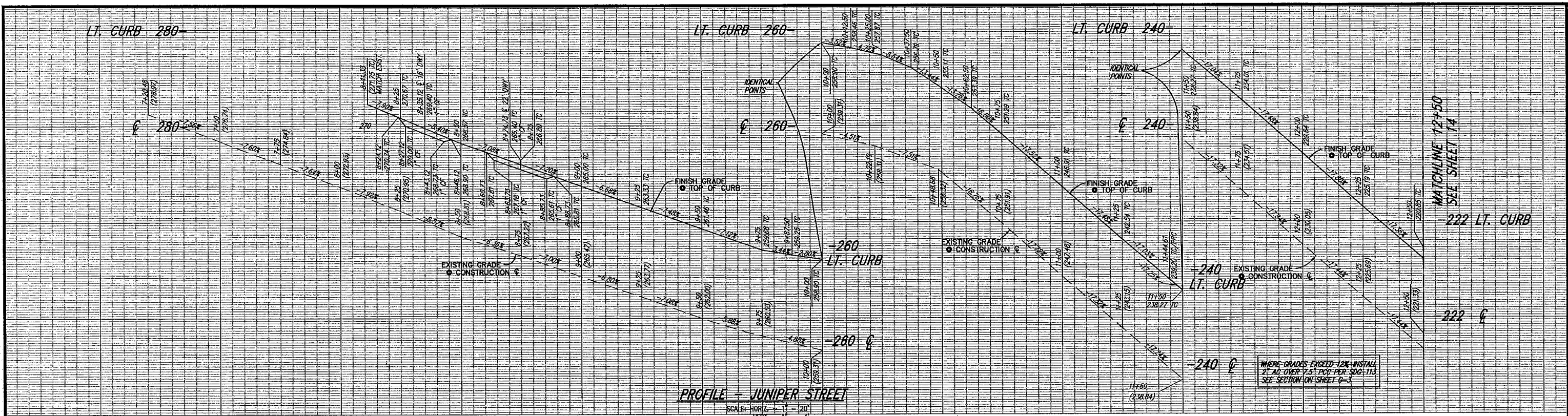
ENGINEER OF WORK:
 Keith W. Hansen DATE: 4/26/12 RCE: 60223



**PLANS FOR THE CONSTRUCTION OF:
 JUNIPER STREET
 SIDEWALK PROJECT**

RETAINING WALLS

CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT SHEET 12 OF 17 SHEETS		WBS: 800947
FOR CITY ENGINEER: A. Palasany	DATE: 4/26/12	SUBMITTED BY: ARI PALASEYED SECTION HEAD
DESCRIPTION: ORIGINAL	BY: O'DAY	DATE: []
APPROVED: []	DATE: []	FILED: []
GAETANO MARTEDI PROJECT MANAGER		194-1737
CCS27 COORDINATE		185-6294
CCS83 COORDINATE		35365-12-D
CONTRACTOR: []	DATE STARTED: []	DATE COMPLETED: []



CONSTRUCTION CENTERLINE DATA

NO	DELTA/BEARING	RADIUS	LENGTH
1	S 89°20'15\"	E	320.62'
2	Δ = 13°30'01\"		435.00'
3	Δ = 10°47'23\"		365.00'

GUARDRAIL DATA

NO	REMARKS
1	TYPE FLEAT TERMINAL SYSTEM W/ 2'-6\"/>

CURB DATA

NO	DELTA/BEARING	RADIUS	LENGTH	REMARKS
1	N 89°20'15\"	W	229.77'	6\"/>

PLAN - JUNIPER STREET
SCALE: 1" = 20'

* RESET ALL DISTURBED SURVEY MONUMENTS.
** PRESERVE AND RELOCATE HISTORICAL STAMPS AS NEEDED PER SDG-115.

CAUTION!
YOU ARE EXCAVATING IN THE VICINITY OF A HIGH PRESSURE GAS LINE. CONTRACTOR TO VERIFY LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION.

NOTE!
ELECTRONIC DATA FILES ARE FOR REFERENCE ONLY AND ARE NOT TO BE USED FOR HORIZONTAL OR VERTICAL SURVEY CONTROL.

WARNING
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**CITY OF SAN DIEGO
PUBLIC WORKS PROJECT**



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Fax: 760-631-8600
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DESIGNED BY: N.F. A.V. DATE: JULY 2010
DRAWN BY: N.F. G.M. SCALE: 1" = 20'
PROJECT MGR.: K.W.H. JOB NO.: 09-1280

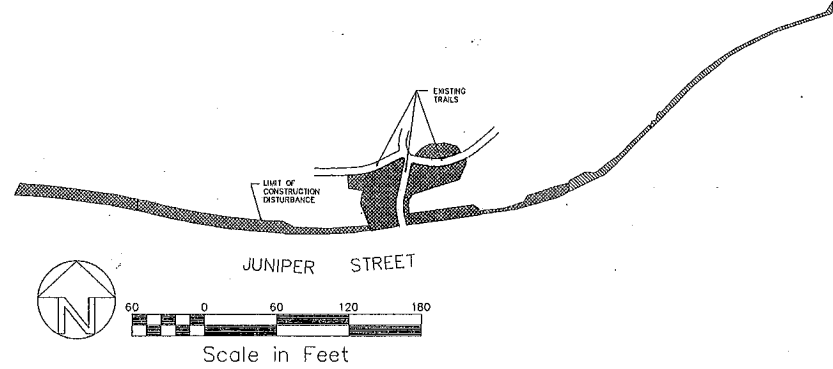
ENGINEER OF WORK:
Keith W. Hansen DATE: 4/9/12
RCE: 60223



**PLANS FOR THE CONSTRUCTION OF:
JUNIPER STREET
SIDEWALK PROJECT**

STREET IMPROVEMENT PLANS

CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT SHEET 13 OF 17 SHEETS		WBS: B00947
FOR CITY ENGINEER <i>A. Palaseyed</i>	DATE: 4/26/12	SUBMITTED BY: ARI PALASEYED SECTION HEAD
DESCRIPTION	BY	APPROVED
ORIGINAL	O'DAY	
194-1737 CCS27 COORDINATE 185-6294 CCS83 COORDINATE		
CONTRACTOR	DATE STARTED	35365-13-D
INSPECTOR	DATE COMPLETED	



PLANTING LEGEND

SYMBOL	SCIENTIFIC NAME	COMMON NAME	SPACING	SIZE	QTY
COASTAL SAGE SCRUB W/CHAPARRAL SPECIES (0.023 ACRES)					
▨	BACCHARIS PILULARIS	COYOTE BRUSH	SEE NOTES	1 GALLON	6
	ERIOGONUM FASCICULATUM	CALIFORNIA BUCKWHEAT	SEE NOTES	1 GALLON	6
	HETEROMELES ARBUTIFOLIA	TOYON	SEE NOTES	1 GALLON	4
	MALACOTHAMNUS FASCICULATUS	CHAPARRAL MALLOW	SEE NOTES	1 GALLON	4
	MALOSMA LAURINA	LAUREL SUMAC	SEE NOTES	1 GALLON	2
	OPUNTIA PROLIFERA	COASTAL CHOLLA	SEE NOTES	1 GALLON	6
	RHAMNUS CROCEA	SPINY REDBERRY	SEE NOTES	1 GALLON	6
	RHUS INTEGRIFOLIA	LEMONADE BERRY	SEE NOTES	1 GALLON	4
	SAMBUCUS MEXICANA	BLUE ELDERBERRY	SEE NOTES	1 GALLON	4
	XYLOCCOCUS BICOLOR	MISSION MANZANITA	SEE NOTES	1 GALLON	4
CHAPARRAL (0.145 ACRES)					
▩	ADENOSTOMA FASCICULATUM	CHAMISE	SEE NOTES	1 GALLON	56
	CERCOCARPUS BETULOIDES	MOUNTAIN MAHOGANY	SEE NOTES	1 GALLON	42
	HETEROMELES ARBUTIFOLIA	TOYON	SEE NOTES	1 GALLON	28
	MALACOTHAMNUS FASCICULATUS	CHAPARRAL MALLOW	SEE NOTES	1 GALLON	40
	MALOSMA LAURINA	LAUREL SUMAC	SEE NOTES	1 GALLON	18
	RHAMNUS CROCEA	SPINY REDBERRY	SEE NOTES	1 GALLON	42
XYLOCCOCUS BICOLOR	MISSION MANZANITA	SEE NOTES	1 GALLON	30	
HYDROSEED MIX					
SYMBOL	SCIENTIFIC NAME	COMMON NAME	LBS PLS PER ACRE	TOTAL LBS PLS	
COASTAL SAGE / CHAPARRAL BASE SEED MIX					
	AMBROSIA PSILOSTACHYA	WESTERN RAGWEED	0.50	0.08	
	ARTEMISIA CALIFORNICA	CALIFORNIA SAGEBRUSH	0.15	0.03	
	ADENOSTOMA FASCICULATUM	CHAMISE	0.50	0.08	
	CALYSTEGIA MACROSTEGIA	MORNING GLORY	1.44	0.24	
	ERIOGONUM FASCICULATUM	FLAT-TOP BUCKWHEAT	0.26	0.04	
	ISOCOMA MENZIESII	COASTAL GOLDENBUSH	0.24	0.04	
	LASTHENIA CALIFORNICA	GOLDFIELDS	1.28	0.22	
	LOTUS SCOPARIUS	DEERWEED	2.16	0.36	
	MIMULUS PUNICEUS	COAST MONKEY FLOWER	0.05	0.01	
	NASSELLA PULCHRA	PURPLE NEEDLEGRASS	1.68	0.28	
	PLANTAGO ERECTA	CALIFORNIA PLANTAIN	3.67	0.62	
	RHAMNUS CROCEA	REDBERRY	1.08	0.18	
	SALVIA MELLIFERA	BLACK SAGE	1.05	0.18	
	STACHYS RIGIDA	HEDGE NETTLE	0.50	0.08	
	VIGUIERA LACINIATA	SAN DIEGO SUNFLOWER	0.60	0.10	
	YUCCA SCHIDIGERA	MOJAVE YUCCA	0.96	0.16	

SUMMARY AND SCHEDULE FOR MAINTENANCE, MONITORING AND REPORTING				
PERIOD	ACTIVITY FOR PROJECT BIOLOGIST/ CONTRACTOR	BIOLOGIST SITE VISIT FREQUENCY	SUBMITTAL/CHECKLIST	REPORTING FREQUENCY
REVEGETATION INSTALLATION	PROJECT BIOLOGIST RESPONSIBLE FOR MONITORING. LANDSCAPE CONTRACTOR RESPONSIBLE FOR INSTALLATION & MAINTENANCE.	AS-NEEDED OR AT LEAST ONCE EVERY TWO WEEKS	REPORTS PREPARED BY BIOLOGIST (BASED UPON THE REVEGETATION PLAN)	AT SUCCESSFUL INSTALLATION AS DETERMINED BY PROJECT BIOLOGIST
120 DAY PEP	PROJECT BIOLOGIST RESPONSIBLE FOR MONITORING. LANDSCAPE CONTRACTOR RESPONSIBLE FOR MAINTENANCE.	MONTHS 1 & 2 - BIWEEKLY, MONTHS 3 & 4 - AT LEAST ONCE PER MONTH.	CRITERIA REPORTS PREPARED BY BIOLOGIST (BASED UPON THE REVEGETATION PLAN CRITERIA)	AT END OF PEP**
25-MONTH MAINTENANCE AND MONITORING	PROJECT BIOLOGIST RESPONSIBLE FOR MONITORING. LANDSCAPE CONTRACTOR RESPONSIBLE FOR MAINTENANCE.	EVERY 3 MONTHS	REPORTS PREPARED BY BIOLOGIST (BASED UPON THE REVEGETATION PLAN CRITERIA)	EVERY 3 MONTHS FOR FIRST 9 MONTHS, YEAR 1**, 25 MONTHS

NOTE: IF 25 MONTH SUCCESS CRITERIA ARE NOT MET, THE M&M PROGRAM WILL BE EXTENDED AS REQUIRED. QUARTERLY MAINTENANCE AND MONITORING WITH YEARLY REPORTING SHALL CONTINUE AS NEEDED.
 **PEP, 1 YEAR AND 25 MONTH FINAL REPORT(S) REQUIRED TO INCLUDE ABOVE INFORMATION.

TABLE 1: SUCCESS CRITERIA*

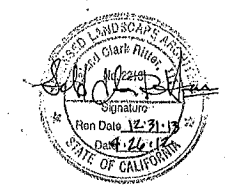
PARAMETER	PERCENT VEGETATION COVER		PLANT SURVIVAL	
	HYDROSEED		CONTAINER PLANTS**	
PERFORMANCE STANDARD - IMPACT AREA	YEAR 1: 50 PERCENT	25 MONTHS: 100 PERCENT	YEAR 1: 100 PERCENT	25 MONTHS: 80 PERCENT

* SEE GENERAL REVEGETATION NOTE #5 IF LOWER PERCENT APPROVED BY PROJECT BIOLOGIST. AT THE END OF YEAR 1, PLANT COVERAGE OF HYDROSEED AND CONTAINER PLANTS COMBINED SHALL MEET 50% COVERAGE.
 ** CONTAINER PLANTS NOT MEETING PLANT SURVIVAL SUCCESS CRITERIA, AS VERIFIED AND RECOMMENDED BY THE PROJECT BIOLOGIST, SHALL BE REPLACED AND MAINTAINED AT CONTRACTOR'S EXPENSE UNTIL THE SUCCESS CRITERIA HAVE BEEN MET.

NOTES:

1. PLANT SPACING SHALL BE AS RECOMMENDED BY PROJECT BIOLOGIST.
2. SEED TAGS SHALL BE SUBMITTED TO THE PROJECT BIOLOGIST PRIOR TO APPLICATION OF SEED.
3. THE SEED MIX IS COMPRISED OF NATIVE PLANT SPECIES. ANY POTENTIAL SUBSTITUTIONS MUST BE APPROVED BY THE PROJECT BIOLOGIST PRIOR TO APPLICATION OF SEED.
4. *PLS IS THE MINIMUM PERCENT PURE LIVE SEED PER POUND OF SEED. THE PERCENTAGE IS CALCULATED BY MULTIPLYING THE PERCENT SEED PURITY BY PERCENT SEED GERMINATION, WHICH SHALL BE THE METHOD USED BY THE PROJECT BIOLOGIST TO DETERMINE SEED QUALITY, UNLESS THE BIOLOGIST SPECIFICALLY REQUESTS THE %PLS METHOD TO BE USED.
5. SOIL SHALL BE PRESOAKED WITHIN 3 DAYS OF SEEDING TO A DEPTH OF 3 INCHES, OR AS RECOMMENDED BY THE PROJECT BIOLOGIST.

C-16



PLANS FOR THE CONSTRUCTION OF:
JUNIPER STREET SIDEWALK PROJECT
 REVEGETATION PLAN

CITY OF SAN DIEGO, CALIFORNIA
 ENGINEERING AND CAPITAL PROJECTS DEPARTMENT
 SHEET 180F 1/SHEETS

WBS: B00947

FOR CITY ENGINEER: *A. Palaseyed* DATE: 4/26/12
 SIGNED BY: ABI PALASEYED SECTION HEAD

DESCRIPTION	BY	APPROVED	DATE	FILMED
ORIGINAL				

PROJECT MANAGER: GAETANO MARTEDI
 194-1737
 CCS27 COORDINATE: 185-6294
 CCS83 COORDINATE: 35365-16-D

CONTRACTOR: DATE STARTED: DATE COMPLETED: 35365-16-D

WARNING
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**CITY OF SAN DIEGO
 PUBLIC WORKS PROJECT**



FOOTHILL ASSOCIATES
 ENVIRONMENTAL CONSULTING PLANNING
 LANDSCAPE ARCHITECTURE
 590 MENLO DRIVE, SUITE 1
 ROCKLIN, CALIFORNIA 95765
 (916) 435-1202
 2011

DRAWN BY: MMB/ETA
 DATE: 6/12/2012
 SCALE: 1"=60' @ 24x36
 JOB NAME: 0900180

GENERAL:

- REVEGETATION OF THE PROJECT AREA SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE CITY OF SAN DIEGO LAND DEVELOPMENT CODE, LANDSCAPE STANDARDS, DATED NOVEMBER 2009, AND CONSULTANT'S GUIDE TO PARK DESIGN, DATED 2011.
- REVEGETATION SHALL BE PERFORMED IN ACCORDANCE WITH THE BIOLOGICAL IMPACT REPORT AND THE REVEGETATION PLAN, DATED JUNE 2011, PREPARED BY FOOTHILL ASSOCIATES, AND THESE PLANS.
- THE UPPER SIX INCHES OF TOPSOIL FROM THE SITE SHALL BE SALVAGED, AS DIRECTED BY THE PROJECT BIOLOGIST. PROJECT BIOLOGIST SHALL ENSURE THAT THE SOIL WILL BE STOCKPILED WITHIN THE LIMITS OF THE PROJECT, NO MORE THAN THREE FEET HIGH WHEN POSSIBLE. BMP'S, 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 PROJECT BIOLOGIST.
- PRIOR TO REVEGETATION AND/OR PLANT INSTALLATION, THE PROJECT BIOLOGIST SHALL DIRECT THE CONTRACTOR AND LANDSCAPE CONTRACTOR AS TO THE SALVAGED SOIL RELOCATION, RE-COMPACTION TO 70 TO 80 PERCENT, AND PREPARATION FOR REVEGETATION PURPOSES.
- AFTER THE 120 DAY PLANT ESTABLISHMENT PERIOD [PEP], SEED MIX AND/OR CONTAINER STOCK USED FOR CORROSION CONTROL AND ON SLOPES SHALL ACHIEVE 100 PERCENT SOIL COVERAGE WITHIN 25 MONTHS OF BEING INSTALLED, AT THE END OF YEAR 1, PLANT COVERAGE OF HYDROSEED AND CONTAINER PLANTS COMBINED SHALL MEET 50 PERCENT COVERAGE, AS VERIFIED BY THE PROJECT BIOLOGIST (SEE TABLE ON SHEET C-16).
- REVEGETATION 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, PER THE CITY OF SAN DIEGO LAND DEVELOPMENT CODE, LANDSCAPE STANDARDS.
- INVASIVE, NON-NATIVE PLANT SPECIES INCLUDING BUT NOT LIMITED TO THOSE LISTED IN THE CITY OF SAN DIEGO LAND DEVELOPMENT CODE, LANDSCAPE STANDARDS ARE PROHIBITED.
- REVEGETATION AND EROSION CONTROL TIMING - ALL REQUIRED REVEGETATION AND EROSION CONTROL SHALL BE COMPLETED WITHIN 30 CALENDAR DAYS OF THE COMPLETION OF GRADING OR DISTURBANCE TO STARTING THE 120 DAY PEP.
- ALL SLOPES 3:1 OR GREATER SHALL REQUIRE BIODEGRADABLE EROSION CONTROL BLANKET OR OTHER SLOPE PROTECTION METHODS AS RECOMMENDED BY THE PROJECT BIOLOGIST AND PROVIDED AND INSTALLED BY THE CONTRACTOR PRIOR TO THE INSTALLATION OF THE REVEGETATION, OR IN THE EVENT OF SLOPE OR RESTORATION FAILURE.
- CONTRACTOR SHALL REPAIR AND/OR REPLACE ALL ABOVE-GROUND EROSION CONTROL BMP'S DAMAGED DURING THE 120 DAY PEP AND 25 MONTH MAINTENANCE AND MONITORING PERIOD. ANY ABOVE-GROUND 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 AS DIRECTED BY THE PROJECT BIOLOGIST, FOLLOWING ACCEPTANCE OF THE 25 MONTH MAINTENANCE AND MONITORING PERIOD BY THE RESIDENT ENGINEER AND THE PROJECT BIOLOGIST.
- ORANGE CONSTRUCTION FENCE SHALL BE INSTALLED BY CONTRACTOR AROUND ALL VEGETATION AREAS IMMEDIATELY AFTER THE INSTALLATION OF ALL REVEGETATION PLANT MATERIALS AND MAINTAINED THROUGH THE 120 DAY PEP, AND UNTIL THE ACCEPTANCE OF THE 25 MONTH MAINTENANCE AND MONITORING PERIOD BY THE RESIDENT ENGINEER AND PROJECT BIOLOGIST. FOLLOWING ACCEPTANCE, THE CONTRACTOR SHALL REMOVE ALL ORANGE FENCING.
- CONTRACTOR SHALL REMOVE ALL TRASH AND/OR DEBRIS FROM THE REVEGETATION SITE PRIOR TO AND FOLLOWING THE REVEGETATION INSTALLATION, AND UNTIL THE END OF THE 25 MONTH MAINTENANCE AND MONITORING PERIOD.
- CONTRACTOR SHALL REMOVE ALL TEMPORARY IRRIGATION LINES FOLLOWING ACCEPTANCE OF THE 25 MONTH MAINTENANCE AND MONITORING PERIOD BY THE RESIDENT ENGINEER AND PROJECT BIOLOGIST.

SEED MIXES:

- THE NATIVE SEED MIX IN THE PLANTING TABLES SHALL BE PLANTED IN COASTAL SAGE SCRUB-CHAPARRAL AND CHAPARRAL REVEGETATION AREAS IN ACCORDANCE WITH THE PLANTING PLAN. THE SEED SHALL BE INSTALLED VIA HYDROSEED METHODS, UNLESS OTHERWISE DIRECTED BY THE PROJECT BIOLOGIST.
- ALL SEEDS SHALL MEET THE MINIMUM % PURE LIVE SEED AS NOTED IN THE TABLES. IF MINIMUM % PURE LIVE SEED COUNT CANNOT BE MET, CONTRACTOR SHALL COORDINATE AND OBTAIN WRITTEN APPROVAL FROM THE PROJECT BIOLOGIST FOR ALTERNATIVE COMPLIANCE.
- ALL SEEDS SHALL ORIGINATE FROM WITHIN A 25 MILE RADIUS OF THE PROJECT SITE OR CONTRACTOR SHALL PROVIDE EVIDENCE THAT THE SEED IS NOT AVAILABLE AND NOTIFY THE RESIDENT ENGINEER AND THE PROJECT BIOLOGIST FOR ALTERNATIVE COMPLIANCE.

HYDROSEED PROCEDURES:

- SEEDING SHALL OCCUR ONLY AFTER THE PROJECT BIOLOGIST HAS OBSERVED AND APPROVED THAT THE SITE HAS BEEN PROPERLY PREPARED.
- IN AREAS PREVIOUSLY SUPPORTING NON-NATIVE GRASSLAND, SOILS WILL BE PREPARED AS RECOMMENDED BY THE PROJECT BIOLOGIST PRIOR TO APPLYING HYDROSEED.
- FIBER MULCH OR BONDED FIBER MATRIX (BFM) SHALL BE APPLIED AT THE MINIMUM RATE OF 2,000 POUNDS PER ACRE.
- FIBER MULCH OR BFM SHALL BE UNIFORMLY SPREAD AND "TACKED" WITH BINDER AT A MINIMUM RATE OF 160 POUNDS PER ACRE. THE BINDER SHALL BE AN ORGANIC DERIVATIVE OR PROCESSED ORGANIC ADHESIVE.
- A WETTING AGENT CONSISTING OF ONE TON PER ACRE AGRICULTURAL GYPSUM (95% ALKYL POLYETHYLENE ETHER OR AS APPROVED BY THE BIOLOGIST) SHALL BE APPLIED AS PER MANUFACTURER'S RECOMMENDATIONS OR RECOMMENDED BY THE BIOLOGIST.
- EQUIPMENT USED FOR THE APPLICATION OF SLURRY SHALL HAVE A BUILT-IN AGITATION SYSTEM TO SUSPEND AND HOMOGENEOUSLY MIX THE SLURRY. THE SLURRY MIX SHALL BE DYED GREEN. THE EQUIPMENT MUST HAVE A PUMP CAPABLE OF APPLYING SLURRY UNIFORMLY.
- HYDROSEED SHALL BE APPLIED BETWEEN OCTOBER 1 AND FEBRUARY 15. PROJECT BIOLOGIST SHALL RECOMMEND TEMPORARY IRRIGATION MEASURES AS NEEDED. CONTRACTOR SHALL PROPOSE METHODS OF IRRIGATION AND SHALL PROVIDE IRRIGATION LINES AND APPURTENANCES PER SECTION 212, 308, AND 800 OF THE GREENBOOK AND WHITEBOOK.
- HYDROSEED APPLIED BETWEEN FEBRUARY 15 AND OCTOBER 1 SHALL REQUIRE A COMPREHENSIVE IRRIGATION PLAN AND APPROVAL BY RESIDENT ENGINEER AND PROJECT BIOLOGIST. CONTRACTOR SHALL PROVIDE ALL IRRIGATION LINES AND APPURTENANCES IN ACCORDANCE WITH THE PLAN AND MAKE ANY ADJUSTMENTS NECESSARY TO MEET SUCCESS CRITERIA PER PROJECT BIOLOGIST RECOMMENDATIONS.

CONTAINER PLANTING PROCEDURES:

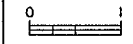
- IN ADDITION TO THE HYDROSEED AND CONTAINER STOCK IN THE TABLES, CONTRACTOR SHALL SUPPLY AND PLANT UP TO 2000 (1) GALLON CONTAINER PLANTS PER ACRE OF NON-INVASIVE AND/OR NATIVE PLANTS AT THE RECOMMENDATION AND UNDER THE DIRECTION OF THE PROJECT BIOLOGIST. PROJECT BIOLOGIST SHALL CONSIDER THE 120 DAY PEP, 25 MONTH MAINTENANCE AND MONITORING PERIOD AND SUCCESS CRITERIA IN THE EVENT THAT ADDITIONAL CONTAINER PLANTS ARE RECOMMENDED BY THE BIOLOGIST FOR INSTALLATION.
- CONTAINER PLANTS SHALL BE PROCURED FROM A NURSERY QUALIFIED TO PROPAGATE AND CARE FOR NATIVE PLANT SPECIES. SOURCE FOR NATIVE PLANT MATERIALS SHALL ORIGINATE WITHIN 25 MILES FROM THE COAST WITHIN SAN DIEGO COUNTY TO THE EXTENT PRACTICAL, OR AS DETERMINED BY THE PROJECT BIOLOGIST.
- CONTAINER PLANT MATERIAL MUST BE DELIVERED TO THE PROJECT SITE AT THE APPROPRIATE TIME AND IN A HEALTHY AND VIGOROUS CONDITION. THE PROJECT BIOLOGIST WILL REJECT PLANT MATERIAL DELIVERED PRIOR TO ITS PLANTING DATE. SPECIMENS SHOWING EVIDENCE OF DISEASE, MISHANDLING, DEFECTS OR DAMAGE, OVER OR UNDERWATERING, OR OTHER DEFICIENCY AT THE TIME OF DELIVERY WILL BE REJECTED.
- CONTAINER PLANTS WILL BE PLACED FOR THE PLANTING BY THE PROJECT BIOLOGIST IN THE REVEGETATION AREAS. THE SUGGESTED CONTAINER PLANT INSTALLATION PROCEDURE SHALL BE AS DIRECTED BY THE PROJECT BIOLOGIST.

MAINTENANCE REQUIREMENTS:

- REVEGETATION AREA SHALL BE MAINTAINED FOR A PERIOD OF NOT LESS THAN 25 MONTHS AFTER THE 120 DAY PLANT ESTABLISHMENT PERIOD [PEP] ALL REVEGETATED AREAS SHALL BE MAINTAINED BY THE PERMITTEE UNTIL FINAL APPROVAL BY THE RESIDENT ENGINEER. THE MAINTENANCE PERIOD BEGINS ON THE FIRST DAY FOLLOWING ACCEPTANCE (AT END OF THE 120 DAY PEP) AND MAY BE EXTENDED AT THE DETERMINATION OF THE CITY REPRESENTATIVE.
- PRIOR TO FINAL APPROVAL, THE CITY REPRESENTATIVE AND PROJECT BIOLOGIST MAY REQUIRE CORRECTIVE ACTION INCLUDING BUT NOT LIMITED TO REPLANTING, THE PROVISION OR MODIFICATION OF IRRIGATION SYSTEMS, AND THE REPAIR OF ANY SOIL EROSION OR SLOPE SLIPPAGE.
- THE 120 DAY PEP WILL NOT START UNTIL AFTER HYDROSEED APPLICATION. THE PEP AND START OF THE 25 MONTHS MAINTENANCE AS WELL AS ACCEPTANCE FOLLOWING THE MAINTENANCE PERIOD IS DETERMINED BY CITY REPRESENTATIVE IN CONSULTATION WITH PROJECT BIOLOGIST.
- WEEDING AND/OR HERBICIDE APPLICATION SHALL BE DONE REGULARLY BY THE CONTRACTOR. WEEDING SHALL BE DONE AT A MINIMUM OF BIWEEKLY UNTIL THE END OF THE 120 DAY PEP, AND NOT LESS THAN MONTHLY THROUGHOUT THE 25 MONTHS OF MAINTENANCE. CONTRACTOR SHALL OBTAIN APPROVAL FROM CITY REPRESENTATIVE AND PROJECT BIOLOGIST PRIOR TO HERBICIDE APPLICATION, AND SHALL APPLY HERBICIDE PER MANUFACTURER'S RECOMMENDATIONS AND ANY STATE OF CALIFORNIA GUIDELINES.
- CONTRACTOR SHALL CONTROL WEEDS AS IDENTIFIED BY THE PROJECT BIOLOGIST SUCH THAT NO WEED COVER EXCEEDS 5% OF THE PROJECT SITE, BEFORE THEY EXCEED TWELVE INCHES (12") IN HEIGHT, AND BEFORE THEY SET SEED.
- IN AREAS WHERE NON-NATIVE GRASSES HAVE BEEN DISTURBED, ALL COVERAGE REQUIREMENTS CAN BE ACHIEVED BY ESTABLISHMENT OF NATIVE OR NON-INVASIVE 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.

TEMPORARY IRRIGATION:

- UNDER THE DIRECTION OF THE BIOLOGIST, TEMPORARY IRRIGATION WILL BE INSTALLED ACCORDING TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, THE CITY OF SAN DIEGO SUPPLEMENT AND AS FOLLOWS:
- TEMPORARY IRRIGATION VIA IRRIGATION LINES AND APPURTENANCES (OR ALTERNATE METHOD APPROVED BY PROJECT BIOLOGIST) SHALL BE PROVIDED AND INSTALLED BY THE CONTRACTOR FOR A PERIOD SUFFICIENT TO ESTABLISH PLANT MATERIAL AND TO PROVIDE VEGETATIVE COVER THAT PREVENTS SOIL EROSION. THE AMOUNT OF IRRIGATION WATER MUST BE ADJUSTED WHEN WARRANTED BY SITE CONDITIONS. THE PROJECT BIOLOGIST AND LANDSCAPE CONTRACTOR SHALL MONITOR TO DETERMINE SUCCESS AND ADDED REQUIREMENT FOR TEMPORARY IRRIGATION.
- IRRIGATION SHALL BE PERFORMED IN A MANNER THAT AVOIDS RUNOFF, SEEPAGE, AND OVERSPRAY ONTO ADJACENT PROPERTIES, NON-IRRIGATED AREAS, WALLS, ROADWAYS, OR STRUCTURES.
- THE WATER DELIVERY RATE SHALL BE MATCHED TO THE SLOPE GRADIENT AND THE PERCOLATION RATE OF THE SOIL.
- IRRIGATION SHALL DELIVER WATER SUFFICIENTLY AND UNIFORMLY, AND SHALL BE APPROPRIATE TO THE NEEDS OF THE PLANT MATERIALS. RECOMMENDED REFERENCE MATERIALS FOR IRRIGATION SYSTEMS ARE LISTED IN APPENDIX "E" OF THE CONSULTANTS GUIDE TO PARK DESIGN.
- OVERWATERING AS EVIDENCED BY SOGGY SOILS, CONTINUALLY WET PAVEMENT, STANDING WATER, RUNOFF IN STREET GUTTERS AND OTHER SIMILAR CONDITIONS SHALL BE PREVENTED.

WARNING

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

**CITY OF SAN DIEGO
 PUBLIC WORKS PROJECT**



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 LANDSCAPE ARCHITECTURE
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 2011



DRAWN BY MMB/ETA
DATE 6/12/2012
SCALE 1"=60' @ 24x36
JOB NAME 0900180

PLANS FOR THE CONSTRUCTION OF: JUNIPER STREET SIDEWALK PROJECT REVEGETATION PLAN		WBS: B00947
CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT SHEET 160F 17/SHEETS		DESIGNED BY: ABI PALASEYO SECTION HEAD
FOR CITY ENGINEER: <i>A. Palaseyo</i> 4/26/12 DATE		PROJECT MANAGER: GAETANO MARTEDI 194-1737 CCS27 COORDINATE 185-6294 CCS83 COORDINATE
DESCRIPTION	BY	APPROVED
ORIGINAL		
DATE		
FILED		
CONTRACTOR _____ DATE STARTED _____		35365-17-D
INSPECTOR _____ DATE COMPLETED _____		