

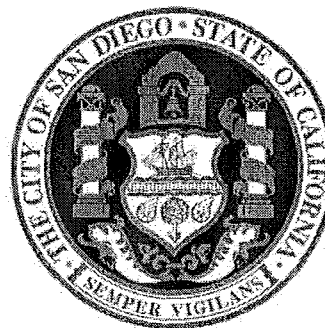
Ramona Paving & Construction Corp.  
Mr. Thomas Theaker  
1303 Olive St.  
Ramona, CA 92065  
P: (760) 788-2847 F: (760) 789-9935

# City of San Diego

CONTRACTOR'S NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_  
CITY CONTACT: Eleida Felix Yackel, Contract Specialist, Email: Efelixyackel@sandiego.gov  
Phone No. (619) 533-3449, Fax No. (619) 533-3633  
D Marsden/A Reyes/egz

**CONTRACT  
DOCUMENTS**

**ORIGINAL**



**FOR**

**POWAY ROAD BICYCLE PATH – CLASS I**

VOLUME 1 OF 2

BID NO.: \_\_\_\_\_ **K-14-5963-DBB-3**  
SAP NO. (WBS/IO/CC): \_\_\_\_\_ **S-00943**  
CLIENT DEPARTMENT: \_\_\_\_\_ **2113**  
COUNCIL DISTRICT: \_\_\_\_\_ **5**  
PROJECT TYPE: \_\_\_\_\_ **IA**

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

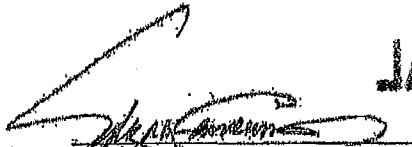
- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- PREVAILING WAGE RATES: STATE  FEDERAL

**BID DUE DATE:**

**2:00 PM  
MARCH 4, 2014  
CITY OF SAN DIEGO  
PUBLIC WORKS CONTRACTING GROUP  
1010 SECOND AVENUE, 14<sup>TH</sup> Floor, MS 614C  
SAN DIEGO, CA 92101**

# ENGINEER OF WORK

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

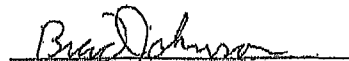
  
1) Registered Engineer

ORIGINAL

01/10/2014  
Date

Seal:



  
2) For City Engineer

1/10/14  
Date

Seal:



## TABLE OF CONTENTS

1. NOTICE INVITING BIDS.....	4
2. CONTRACT FORMS AGREEMENT.....	17
3. CONTRACT/AGREEMENTS ATTACHMENTS:	
1. Performance Bond and Labor and Materialmen’s Bond.....	21
2. Drug-Free Workplace.....	23
3. American with Disabilities Act (ADA) Compliance Certification .....	24
4. Contractor Standards - Pledge of Compliance Certificate.....	25
5. Affidavit of Disposal Certificate .....	26
6. Certificate of Compliance .....	27
7. Notice of Materials To Be Used.....	28
4. SUPPLEMENTARY SPECIAL PROVISIONS .....	29
5. SUPPLEMENTARY SPECIAL PROVISIONS - APPENDICES:	
A. Mitigated Negative Declaration.....	48
B. Materials Typically Accepted by Certificate of Compliance .....	102
C. Sample City Invoice .....	104
D. Location Map.....	106
E. Caltrans Encroachment Permit .....	108
F. Long-Term Re-vegetation Maintenance Agreement.....	123
G. Permit To Do Work On Private Property .....	141
H. Revegetation Plan for Coastal Sage Scrub Vegetation Adjacent to the Poway Road Bike Path .....	144
I. Product Submittal Form.....	166

# CITY OF SAN DIEGO, CALIFORNIA

## NOTICE INVITING BIDS

1. **RECEIPT AND OPENING OF BIDS:** Bids will be received at the Public Works Contracting Group at the location, time, and date shown on the cover of these specifications for performing work on **POWAY ROAD BICYCLE PATH – CLASS I** (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:

The project proposes the construction of a 10-foot wide Class I Bike Path, 1,350 linear-foot retaining wall system, storm drain system, chain link fence, and the relocation of guard rail, street lights and a traffic counter station.

2.1. The Work shall be performed in accordance with:

2.1.1. This Notice Inviting Bids and Plans numbered **36911-01-D** through **36911-27-D** and **36911-TC1-D** through **36911-TC6-D**, inclusive.

3. **EQUAL OPPORTUNITY**

3.1. To The WHITEBOOK, Chapter 10, Sections D and E, DELETE in their entirety and SUBSTITUTE with the following:

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

**1. Nondiscrimination in Contracting Ordinance.**

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

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

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

2. Disclosure of Discrimination Complaints. As part of its Bid or Proposal, the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
3. Upon the City's request, the Contractor agrees to provide to the City, within 60 days, a truthful and complete list of the names of all Subcontractors and Suppliers that the Contractor has used in the past



5 years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Contractor for each subcontract or supply contract.

4. The Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance, Municipal Code §§22.3501 through 22.3517. The Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against the Contractor up to and including contract termination, debarment and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Contractor further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination in Contracting Ordinance apply only to violations of the Ordinance.

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

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

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

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

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

the time, place, employees present, subject matter, and disposition of meetings.

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

**4. SUBCONTRACTING PARTICIPATION PERCENTAGES.**

**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	<b>9.9%</b>
2. ELBE participation	<b>23.5%</b>
3. Total mandatory participation	<b>33.4%</b>

**4.2.** The Bidders are **strongly encouraged** to attend the Pre-Bid Meeting to better understand the Good Faith Effort requirements of this contract. See the City's document titled "SLBE Program, Instructions For Bidders Completing The Good Faith Effort Submittal" available at: <http://www.sandiego.gov/eoc/>

**4.3.** The Bid will be declared non-responsive if the Bidder fails the following mandatory conditions:

**4.3.1.** Bidder's inclusion of SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; OR.

**4.3.2.** 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.

**5. PRE-BID MEETING:**

**5.1.** There will be a Pre-Bid Meeting to discuss the scope of the Project, bidding requirements, pre-qualification process, and Equal Opportunity Contracting Program requirements and reporting procedures in the Public Works Contracting Group, Conference Room at 1010 Second Avenue, 14th Floor, San Diego, CA 92101 **at 10:00 AM, on FEBRUARY 11, 2014.**

**5.2.** All potential bidders are encouraged to attend.

**5.3.** 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) 533-3450 at least 5 Working Days prior to the Pre-Bid Meeting to ensure availability.

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

**6.1.** **Prior** to the Award of the Contract or each Task Order, you and your Subcontractors and Suppliers **must** register with Prism®, the City's web-based contract compliance portal at:

<https://pro.prismcompliance.com/default.aspx>.

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

7. **CONSTRUCTION COST:** The City's estimated construction cost for this contract is **\$1,442,315.00.**
8. **LOCATION OF WORK:** See location map attached as Appendix D.
9. **CONTRACT TIME:** The Contract Time for completion of the Work shall be **153 Working Days.**
10. **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.
  - 10.1. The City has determined the following licensing classification for this contract:
    - **CLASS A**
11. **JOINT VENTURE CONTRACTORS.** Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receiving the Contract forms. See 2-1.1.2, "Joint Venture Contractors" in The WHITEBOOK for details.
12. **PREVAILING WAGE RATES:** Prevailing wage rates apply to this contract.
  - 12.1. **STATE REQUIREMENTS FOR CONTRACTS SUBJECT TO STATE PREVAILING WAGE REQUIREMENTS.**
    - 12.1.1. In accordance with the provisions of California Labor Code Sections 1770, et seq. as amended, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in accordance with the standards set forth in such Sections for the locality in which the Work is to be performed. Copies of the prevailing rate of per diem wages may be found at [http://www.dir.ca.gov/dlsr/statistics\\_research.html](http://www.dir.ca.gov/dlsr/statistics_research.html). The Contractor shall post a copy of the above determination of the prevailing rate of per diem wages at each job site and shall make them available to any interested party on request.
    - 12.1.2. Pursuant to Sections 1720 et seq., and 1770 et seq., of the California Labor Code the Contractor any Subcontractor shall pay not less than said specified rates determined by the Director of the California Department of Industrial Relations to all workmen employed by them in the execution of the Work.
    - 12.1.3. The wage rates determined by the Director of Industrial Relations and published in the Department of Transportation publication entitled, "General Prevailing Wage Rates", refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, said published rate of wage shall be in effect for the life of this contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the Department of Industrial Relations, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this contract, each

successive predetermined wage rate shall apply to this contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this contract, such wage rate shall apply to the balance of the contract.

**12.1.4.** The successful bidder intending to use a craft or classification not shown on the prevailing rate determinations may be required to pay the rate of the craft or classification most closely related to it.

**13. INSURANCE REQUIREMENTS:**

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

**13.2.** Refer to sections 7-3, “LIABILITY INSURANCE”, and 7-4, “WORKERS’ COMPENSATION INSURANCE” of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.

**14. PREQUALIFICATION OF CONTRACTORS:**

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

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

**14.2.** 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 Contracting Group, Prequalification Program, 1010 Second Avenue, 14th Floor, San Diego, CA 92101. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or [dstucky@sandiego.gov](mailto:dstucky@sandiego.gov).

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

Title	Edition	Document Number
Standard Specifications for Public Works Construction (“The GREENBOOK”)	2012	PITS070112-01
City of San Diego Standard Specifications for Public Works Construction (“The WHITEBOOK”)*	2012	PITS070112-02
City of San Diego Standard Drawings*	2012	PITS070112-03
Caltrans Standard Specifications	2010	PITS070112-04
Caltrans Standard Plans	2010	PITS070112-05
California MUTCD	2012	PITS070112-06
City Standard Drawings - Updates Approved For Use (when specified)*	Varies	Varies
Standard Federal Equal Employment Opportunity Construction Contract Specifications and the Equal Opportunity Clause Dated 09-11-84	1984	769023

Title	Edition	Document Number
NOTE: *Available online under Engineering Documents and References at: <a href="http://www.sandiego.gov/publicworks/edocref/index.shtml">http://www.sandiego.gov/publicworks/edocref/index.shtml</a>		

16. **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.
17. **CITY'S RIGHTS RESERVED:** The City reserves the right to cancel the Notice Inviting Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Notice Inviting Bids shall be the sole responsibility of each bidder. The Notice Inviting Bids creates or imposes no obligation upon the City to enter a contract.
18. **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.
19. **SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-1.6, "Trade Names or Equals" in The WHITEBOOK and as amended in the SSP.
20. **AWARD PROCESS:**
  - 20.1. The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
  - 20.2. Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.
  - 20.3. This contract will be deemed executed, and effective, only upon the signing of the Contract by the Mayor or designee of the City.
21. **SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" in The GREENBOOK and as amended in the SSP which requires the Contractor to self perform the amount therein stipulated. Failure to comply with these requirements may render the Bid **non-responsive** and ineligible for award.
22. **AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <http://www.sandiego.gov/cip/>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracting Group.
23. **SUBMISSION OF QUESTIONS:**
  - 23.1. The Director (or designee), of the Public Works Department is the officer responsible for opening, examining, and evaluating the competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. All questions related to this solicitation shall be submitted to:

Public Works Contracting Group  
1010 Second Avenue, 14<sup>th</sup> Floor  
San Diego, California, 92101

Attention: [Contract Specialist listed on the front cover hereof]

OR:

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

- 23.2. Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- 23.3. Clarifications deemed by the City to be material shall be issued by Addenda and uploaded to the City's online bidding service.
- 23.4. 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.
24. **ELIGIBLE BIDDERS:** No person, firm, or corporation shall be allowed to make, file, or be interested in **more** than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.
25. **SAN DIEGO BUSINESS TAX CERTIFICATE:** The Contractor and Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms with the Notice Inviting Bids and Contract forms.
26. **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.
  - 26.1. Bidder shall complete and submit 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 entire specifications for the bid package do not need to be submitted with the bid.
  - 26.2. The City may require any Bidder to furnish a statement of experience, financial responsibility, technical ability, equipment, and references.
  - 26.3. Bids and certain other forms and documents as specified in the Volume 2 of 2 of the Contract 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.
  - 26.4. Bids may be withdrawn by the Bidder prior to, but not after, the time fixed for opening of Bids.

**27. BIDDERS' GUARANTEE OF GOOD FAITH (BID SECURITY):**

- 27.1. With the exception of the contracts valued \$5,000 or less, JOC 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.
- 27.2. 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.
- 27.3. A Bid received without the specified bid security will be rejected as being **non-responsive**.

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

- 28.1. This contract may be awarded to the lowest responsible and reliable Bidder.
- 28.2. Bidders shall complete the entire Bid schedule (also referred to as "schedule of prices" or Proposal form). Incomplete price schedules will be rejected as being non-responsive.
- 28.3. The City reserves the right to reject any or all Bids, and to waive any informality or technicality in Bids received and any requirements of these specifications as to bidding procedure.
- 28.4. Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City from the Bidder within 3 Working Days, excluding Saturdays, Sundays, and state holidays, after the opening of Bids, of written notice which includes proof of honest, credible, clerical error of material nature, free from fraud or fraudulent intent, and of evidence that reasonable care was observed in the preparation of the Bid.
- 28.5. 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."
- 28.6. The City of San Diego will not discriminate with regard to race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex or age, in the award of contracts.
- 28.7. Each Bid package properly executed as required by these specifications shall constitute a firm offer, which may be accepted by the City within the time specified in the Proposal.



**28.8.** The City reserves the right to evaluate all Bids and determine the lowest Bidder on the basis of any proposed alternates, additive items or options, at its discretion that will be disclosed in the Volume 2 of 2.

**29. BID RESULTS:**

**29.1.** The Bid opening by the City shall constitute the public announcement of the Apparent Low Bidder. In the event that the Apparent Low Bidder is subsequently deemed non-responsive or non-responsible, a public announcement will be posted in the City's web page: <http://www.sandiego.gov/cip/index.shtml>, with the name of the newly designated Apparent Low Bidder.

**29.2.** 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. Bid results cannot be given over the telephone.

**30. THE CONTRACT:**

**30.1.** The Bidder to whom award is made shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance certificates specified by the City within 14 days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.

**30.2.** If the Bidder takes longer than 14 days to fulfill these requirements, then the additional time taken shall be added to the Bid guarantee. The Contract shall be made in the form adopted by the City, which includes the provision that no claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.

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

**30.4.** Pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 14 Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.

**30.5.** The award of the Contract is contingent upon the satisfactory completion of the above mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee. 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.

- 31. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.
- 32. CITY STANDARD PROVISIONS.** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
- 32.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 32.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 32.3.** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
- 32.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 32.5.** Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
- 32.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 32.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.
- 33. PRE-AWARD ACTIVITIES:**
- 33.1.** The selected contractor by the City to execute a contract for this Work 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**.
- 33.2.** If the Bid is rejected as non-responsive, the selected contractor by the City to execute a contract for this Work shall forfeit the required Bid. The decision that the selected contractor by the City to execute a contract for this Work is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.
- 34. SUPPLEMENTAL AGREEMENTS:** Supplemental agreements attached to this contract for the items of Work such as extended revegetation maintenance and monitoring and emulsion aggregate slurry shall be signed by the BIDDER at the time of submission of the primary BID. The signed agreements shall be accompanied by the evidence of a bond (i.e., labor and materials) and insurance as specified in 2-4, "CONTRACT BONDS," 7-3, "LIABILITY INSURANCE," and 7-4 WORKERS' COMPENSATION INSURANCE. Bonds shall be in amount of the Contract Price for the Work included in the supplemental agreements.
- 34.1. Partial Release of Performance Bond and Labor and Materialmen's Bond:** For information regarding partial release of bonds for this Contract, see Supplementary Special Provisions, Appendix F.

**35. REQUIRED DOCUMENT SCHEDULE:**

**35.1.** The Bidder's attention is directed to the City's Municipal Code §22.0807(e), (3)-(5) for important information regarding grounds for debarment for failure to submit required documentation.

**35.2.** The specified Equal Opportunity Contracting Program (EOCP) forms are available for download from the City's web site at:

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

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
1.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Bid
2.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Bid Bond
3.	BID SUBMITTAL 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 SUBMITTAL DATE/TIME	ALL BIDDERS	Contractors Certification of Pending Actions
5.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Equal Benefits Ordinance Certification of Compliance
6.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA35 - List of Subcontractors
7.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA40 - Named Equipment/Material Supplier List
8.	WITHIN 3 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	SLBE Good Faith Efforts Documentation
9.	WITHIN 3 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	Form AA60 – List of Work Made Available
10.	WITHIN 3 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	Proof of Valid DBE-MBE-WBE-DVBE Certification Status e.g., Certs.
11.	PRIOR TO AWARD	LOW BIDDER	Contractor's Experience and Past Project Documentation. See Sections 700
12.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Names of the principal individual owners of the Apparent Low Bidder
13.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	If the Contractor is a Joint Venture: <ul style="list-style-type: none"> <li>• Joint Venture Agreement</li> <li>• Joint Venture License</li> </ul>

<b>ITEM</b>	<b>WHEN DUE</b>	<b>FROM</b>	<b>DOCUMENT TO BE SUBMITTED</b>
14.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Form BB05 - Work Force Report
15.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Agreement
16.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Payment and Performance Bond
17.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Certificates of Insurance and Endorsements
18.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - Drug-Free Workplace
19.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - American with Disabilities Act
20.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractors Standards - Pledge of Compliance

**CONTRACT FORMS**  
**AGREEMENT**

# CONTRACT FORMS AGREEMENT

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## CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and RAMONA PAVING & CONSTRUCTION CORP., herein called "Contractor" for construction of Poway Road Bicycle Path – Class I, Bid Number K-14-5963-DBB-3; in the amount of ONE MILLION THREE HUNDRED THIRTY THOUSAND TWO HUNDRED EIGHTY DOLLARS AND ZERO CENTS (\$1,330,280.00), which is comprised of the Base Bid alone.

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

1. The following are incorporated into this contract as though fully set forth herein:
  - (a) The attached Faithful Performance and Payment Bonds.
  - (b) The attached Proposal included in the Bid documents by the Contractor.
  - (c) Reference Standards listed in the Notice Inviting Bids and the Supplementary Special Provisions (SSP).
  - (d) Long Term Revegetation Maintenance Contract.
  - (e) That certain documents entitled Poway Road Bicycle Path –Class I, on file in the office of the Public Works Department as Document No. S-00943, as well as all matters referenced therein.
2. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner Poway Road Bicycle Path – Class I, Bid Number K-14-5963-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 the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement.

**CONTRACT FORMS (continued)**


**AGREEMENT**


**IN WITNESS WHEREOF**, this Agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to Municipal Code §22.3102(a)(1) authorizing such execution.

**THE CITY OF SAN DIEGO**

**APPROVED AS TO FORM AND LEGALITY**

Jan I. Goldsmith, City Attorney

By   
Stephen Samara  
Senior Contract Specialist,  
Public Works Contracting

By   
Print Name: RYAN P. GERRITY  
Deputy City Attorney

Date: 7/1/14

Date: 6/20/14

**CONTRACTOR**

By 

Print Name: Thomas Theaker

Title: President

Date: April 28, 2014

City of San Diego License No.: B2008006663

State Contractor's License No.: 795526

**CONTRACT/AGREEMENT  
ATTACHMENTS**



**CONTRACT ATTACHMENT**  
**PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND**

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

Ramona Paving & Construction, Corp., 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 One Million, Three Hundred Thirty Thousand, Two Hundred Eighty and 00/100 the faithful performance of the annexed contract, and in the sum of One Million, Three Hundred Thirty Thousand, Two Hundred Eighty and 00/100 for the benefit of laborers and materialmen designated below.

**Conditions:**

If the Principal shall faithfully perform the annexed contract **Poway Road Bicycle Path – Class I**, Bid Number **K-14-5963-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 ATTACHMENT (continued)**  
**PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND**

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


Dated April 28th, 2014

Approved as to Form and Legality

Ramona Paving & Construction, Corp.  
Principal  
By   
Thomas Theaker  
Printed Name of Person Signing for Principal

Jan I. Goldsmith, City Attorney

By   
Deputy City Attorney

U.S. Specialty Insurance Company  
Surety  
By   
Bart Stewart, Attorney-in-fact

Approved:

  
By Stephen Samara  
Senior Contract Specialist  
Public Works Contracting Group

601 S. Figueroa Street Ste. 1600  
Local Address of Surety  
Los Angeles, CA 90017  
Local Address (City, State) of Surety  
(619) 702-8368  
Local Telephone No. of Surety

Premium \$ 16,803

Bond No. 1000957082

**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:

**Bart Stewart of Encinitas, 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 December 08, 2016. 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 hereto 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 10th day of December, 2012.

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

Corporate Seals



*[Signature]*  
**Daniel P. Aguilar, Vice President**

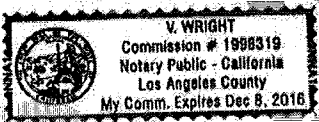
State of California

County of Los Angeles SS:

On 10th day of December, 2012, before me, Vanessa Wright, 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 *[Signature]* (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 28<sup>th</sup> day of April, 2014.

Corporate Seals

Bond No. 1000957082  
Agency No. 10541



*[Signature]*  
**Jeannie Lee, Assistant Secretary**

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Diego

On 04/28/2014 before me, Molly Cashman, Notary Public  
(Here insert name and title of the officer)

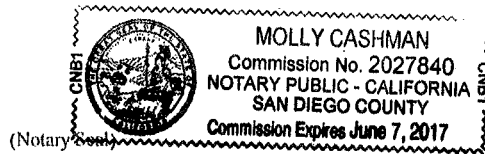
personally appeared Bart Stewart

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.

*Molly Cashman*  
Signature of Notary Public



## ADDITIONAL OPTIONAL INFORMATION

<p><b>DESCRIPTION OF THE ATTACHED DOCUMENT</b></p> <p>_____</p> <p style="text-align: center;">(Title or description of attached document)</p> <p>_____</p> <p style="text-align: center;">(Title or description of attached document continued)</p> <p>Number of Pages _____ Document Date _____</p> <p>_____</p> <p style="text-align: center;">(Additional information)</p>
--

<p><b>CAPACITY CLAIMED BY THE SIGNER</b></p> <p><input type="checkbox"/> Individual (s)</p> <p><input type="checkbox"/> Corporate Officer</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">(Title)</p> <p><input type="checkbox"/> Partner(s)</p> <p><input type="checkbox"/> Attorney-in-Fact</p> <p><input type="checkbox"/> Trustee(s)</p> <p><input type="checkbox"/> Other _____</p>
--

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

# CONTRACTOR CERTIFICATION

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## DRUG-FREE WORKPLACE

**PROJECT TITLE:** Poway Road Bicycle Path – Class I

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the WHITEBOOK, Section 7-13.3, "Drug-Free Workplace", of the project specifications, and that;

Ramona Paving & Construction Corp.

(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 Thomas Theaker

Title President

# CONTRACTOR CERTIFICATION

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## AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

**PROJECT TITLE:** Poway Road Bicycle Path – Class I

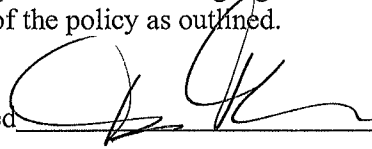
I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the American With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 7-13.2, "American With Disabilities Act", of the project specifications, and that;

Ramona Paving & Construction Corp.

(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 Thomas Theaker

Title President

# CONTRACTOR CERTIFICATION

---

## CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

**PROJECT TITLE:** Poway Road Bicycle Path – Class I

I declare under penalty of perjury that I am authorized to make this certification on behalf of Ramona Paving & Construction Corp., as Contractor, that I am familiar with the requirements of City of San Diego Municipal Code § 22.3224 regarding Contractor Standards as outlined in the WHITEBOOK, Section 7-13.4, ("Contractor Standards"), of the project specifications, and that Contractor has complied with those requirements.

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

Dated this 28th Day of April, 2014.

Signed  \_\_\_\_\_

Printed Name Thomas Theaker

Title President

**AFFIDAVIT OF DISPOSAL**

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

**Poway Road Bicycle Path – Class I**

(Name of Project)

as particularly described in said contract and identified as Bid No. **K-14-5963-DBB-3**; SAP No. (WBS/IO/CC) **S-00943** 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



COMPANY LETTERHEAD

CERTIFICATE OF COMPLIANCE

**Materials and Workmanship Compliance**

For Contract or Task \_\_\_\_\_

I certify that the material listed below complies with the materials and workmanship requirements of the Caltrans Contract Plans, Special Provisions, Standard Specifications, and Standard Plans for the contract listed above.

I also certify that I am an official representative for \_\_\_\_\_, the manufacturer of the material listed above. Furthermore, I certify that where California test methods, physical or chemical test requirements are part of the specifications, that the manufacturer has performed the necessary quality control to substantiate this certification.

**Material Description:**

Manufacturer: _____
Model: _____
Serial Number (if applicable) _____
Quantity to be supplied: _____
Remarks: _____

Signed by: \_\_\_\_\_

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

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

Company: \_\_\_\_\_

Date: \_\_\_\_\_

**City of San Diego  
Public Works Department, Field Division**

**NOTICE OF MATERIALS TO BE USED**

To: \_\_\_\_\_  
Resident Engineer

Date: \_\_\_\_\_, 20\_\_

You are hereby notified that the materials required for use under Contract No. \_\_\_\_\_  
for construction of \_\_\_\_\_,  
\_\_\_\_\_ in the City of San Diego, will be obtained from sources herein designated.

CONTRACT ITEM NO. (Bid Item)	KIND OF MATERIAL (Category)	NAME AND ADDRESS WHERE MATERIAL CAN BE INSPECTED (At Source)

It is requested that you arrange for a sampling, testing, and inspection of the materials prior to delivery, in accordance with Section 4-1.11 of the WHITEBOOK, where it is practicable, and in accordance with your policy. It is understood that source inspection does not relieve the Contractor of full responsibility for incorporating in the work, materials that comply in all respects with the contract plans and specifications, nor does it preclude subsequent rejection of materials found to be undesirable or unsuitable.

Distribution:

Supplier

Yours truly,

\_\_\_\_\_  
Signature of Supplier

\_\_\_\_\_  
Address

Phone Number: \_\_\_\_\_

**SUPPLEMENTARY SPECIAL PROVISIONS (SSP)**

## **SUPPLEMENTARY SPECIAL PROVISIONS**

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

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

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

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

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

The Normal Working Hours are **8:30 AM to 3:30 PM.**

For Normal Working Hours to place temporary K-rail and temporary traffic control see Appendix E – Caltrans Encroachment Permit.

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

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

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

#### **2-7 SUBSURFACE DATA.** ADD the following:

1. 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:
  - a) Geotechnical Investigation dated July 21, 2009 by GEOCON.
  - b) Seismic Refraction Survey of the Poway Road Bike Path Project (Task No. 11GG10), San Diego, California dated December 11, 2012 by GEOCON.
  - c) Addendum to Geotechnical Investigation for Poway Road Bike Path, San Diego, California dated February 17, 2012 by GEOCON.

- d) Addendum No. 2 to the Geotechnical Investigation for Poway Road Bike Path, San Diego, California dated January 25, 2013 by GEOCON.
2. The reports listed above are available for review by contacting the City Project Manager or visiting:

<ftp://ftp.sannet.gov/OUT/ECP/2-7%20SUBSURFACE%20DATA/Poway%20Road%20Bicycle%20Path%20-%20Class%20I/>

**2-15 TECHNICAL STUDIES AND DATA.** ADD the following:

1. In preparation of the Contract Documents, the designer has relied upon the following studies, data, reports of explorations, and tests:
  - a) Results of Biological Resources Survey dated January 7, 2011 by RECON.
  - b) Results of Historical Resources Survey of the Poway Road Bike Path Project, San Diego, California dated January 30, 2009 by RECON.
2. The reports listed above are available for review by contacting the City Project Manager or visiting:

<ftp://ftp.sannet.gov/OUT/ECP/2-7%20SUBSURFACE%20DATA/Poway%20Road%20Bicycle%20Path%20-%20Class%20I/>

**SECTION 4 - CONTROL OF MATERIALS**

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

You must submit your list of proposed substitutions for “an equal” (“or equal”) item(s) **no less than 15 Working Days prior to Bid due date** and on a City form when provided by the City.

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

**6-1.2 Commencement of Work.** ADD the following:

5. Prior to commencing work, the Contractor shall pay for CalTrans Encroachment Permit fees and obtain a duplicate copy of the permit to fulfill Caltrans requirements. In addition, the Contractor shall comply with the Permit to do work on Private Property requirements identified in the Appendix “G” before the NTP is issued.

**SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR**

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

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

**7-3.1 Policies and Procedures.**

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

**7-3.2 Types of Insurance.**

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

1. Commercial General Liability Insurance must be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.
2. The policy must cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).
3. There must be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You must maintain the same or equivalent insurance for at least 10 years following completion of the Work.

4. All costs of defense must be outside the policy limits. Policy coverage must be in liability limits of not less than the following:

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

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

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

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

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

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

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

**7-3.5 Policy Endorsements.**

**7-3.5.1 Commercial General Liability Insurance.**

**7-3.5.1.1 Additional Insured.**

- a) You must provide at your expense policy endorsement written on the current version of the ISO Occurrence form CG 20 10 11 85 or an equivalent form providing coverage at least as broad.

- b) To the fullest extent allowed by law e.g., California Insurance Code §11580.04, the policy must be endorsed to include the City and the Sabre Springs South Neighborhood Homeowner Association and their respective elected officials, officers, employees, agents, and representatives as additional insured.
- c) The additional insured coverage for projects for which the Engineer's Estimate is \$1,000,000 or more must include liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) your products, (c) your work, e.g., your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled, or used by you.
- d) The additional insured coverage for projects for which the Engineer's Estimate is less than \$1,000,000 must include liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) your products, or (c) premises owned, leased, controlled, or used by you.

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

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

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

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

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

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



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

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

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

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

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

2. Limits for this insurance must be not less than the following:

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

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

**7-4.1.1 Waiver of Subrogation.** The policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City, 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.**

**7-5.2 CalTrans Encroachment Permit.** ADD the following:

5. The Contractor shall obtain a Duplicate Encroachment Permit (#11-12-NTK-0691) permit at the CalTrans permit office located at 4050 Taylor Street, San Diego, CA 92110. Permit must be obtained prior to the issuance of the NTP.

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

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

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

**SECTION 8 - FACILITIES FOR AGENCY PERSONNEL**

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

**SECTION 9 - MEASUREMENT AND PAYMENT**

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

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

**ADD:**

9-3.7 **Compensation Adjustments for Price Index Fluctuations.** This Contract is not subject to the provisions of The WHITEBOOK for Compensation Adjustments for Price Index Fluctuations for the paving asphalt.

**SECTION 207 – PIPE**

207-27 **FUSIBLE NON-PRESSURE POLYVINYLCHOLORIDE PIPE.** DELETE in its entirety.

**SECTION 209 – STREET LIGHTING AND TRAFFIC SIGNAL MATERIALS**

209-6.4 **Induction Cobra Head Luminaire.** To the City Supplement, CORRECT certain section numbering as follows:

<b>OLD SECTION NUMBER</b>	<b>TITLE</b>	<b>NEW SECTION NUMBER</b>
209-6.4.7	Luminaire Identification	209-6.4.8
209-6.4.8	Photometric Documentation	209-6.4.9
209-6.4.9	Quality Assurance	209-6.4.10

**SECTION 212 – LANDSCAPE AND IRRIGATION MATERIALS**

**ADD:**

212-2.1.7 **Brass pipe fittings and connections.** Class 1, pressure rating, 85% red brass fittings and connections, threaded, conforming to Fed. Spec, WW-P460.

**ADD:**

**212-2.1.8** **Browline Pipe for Use with Solvent Weld or Threaded fittings.** “Browline” or approved equal Non-Pressure Line: “Browline” pipe or approved equal shall ultraviolet resistant poly vinyl chloride (UVR-PVC) pipe PVC 1120, type 1, grade 1, NSF approved, as manufactured by Browline Pipe. Material shall meet ASTM D-1784, Cell Class 1245B. Ultraviolet Resistant Poly Vinyl Chloride (UVR) Fittings and Connections: Type 1, PVC 1120, grade 1, NSF approved, in accordance with ASTM D-2466, schedule 40. All UVR-PVC threaded nipples shall be standard weight schedule 80 with molded threads and shall conform to ASTM D1784.

**ADD:**

**212-2.1.9** **Brass Pipe.** Brass pipe shall be IPS Class 1, 85% red brass, conforming to Fed. Spec. WW-P351.

**212-3.3** **Controller Unit.** ADD the following:

The Automatic Irrigation Controller shall be single, solid-state independent controllers conforming to the following:

1. The LEIT automatic irrigation controllers shall come with four to twenty eight stations with master valve or pump start without AC power hookup, batteries or conventional solar panels.
2. The LEIT controller’s power shall be provided by an internal, ultrahigh efficiency photo voltaic module and microelectronic energy management system fueled by ambient light.
3. The LEIT controller shall require a LEIT Key to enter, change or modify the controller programming.
4. The LEIT controller shall be programmed using a self-guiding menu and four durable sealed buttons for navigation. Entering the program a password shall be used to eliminate potential user error. The password can be changed at any time during program setup activation.
5. The LEIT controller shall have a non-volatile memory holding programs indefinitely without batteries or AC power.
6. The LEIT controller shall operate in a temperature range of 14-140°F (-10-60°C).

**ADD:**

**212-3.4.1.** **Controller Features.**

1. LEIT controller, model XRC-EFT-10, with a 2-way radio shall operate 4, 6, 8, 10, 12, 16, 20, 24, 28 stations and a master valve.
2. The controllers shall operate and use a micro-powered solenoid actuator with globe valve or a micro-powered solenoid actuator with the correct adapter to be mounted on any other valve.

4. Controller shall have bilingual software in English and Spanish.
5. The controller LCD screen shall be activated with a special key powered by a 9-volt alkaline battery to provide access and security to a simple 4-button programming pad, the LCD shall display all the schedule information.
6. The controller shall have 4 independent programs with 3 start times per station.
7. The controller shall allow custom grouping, allowing the controller to operate any number of stations within a group sequentially (if hydraulic limitations are not exceeded).
8. Ability to program in one minute increments up to 5 hours and 59 minutes with a separate setting for hours and minutes.
9. The LEIT controller, model XRC-EFT-10, or approved equal, shall have a 2-way radio capability using the ISM band 900-928 MHz to communicate with a LEIT Link radio from a distance of up to 800' line of sight.
10. A programmable watering calendar with a choice of a 1-39 day interval, odd/even days or any day(s) of the week.
11. A feature that shall include password protection for added security.
12. Rain stop from 1-99 days with automatic restart.
13. A 12 month budget adjustment from 10% to 200% in 10% increments.
14. A manual feature that allows a single desired station to cycle start for any preset with preferred duration.
15. The controller shall have the option to operate automatic, semi-automatic and manual cycle via the controller.
16. The controller shall have a monthly off feature that enables turning off any month of the year.
17. Status and history reports to review controller functions and the amount of watering time applied during current and previous month.
18. The controller shall have the option to assign any switch type rain sensor, moisture sensor or freeze sensor to an individual valve or to the entire system using a SKIT adapter. (Rain sensor is recommended)
19. The controller shall activate the micro-powered solenoid actuator LEMA 1600HE to a distance of up to 7500' (2270m) using NFPA 70 copper conductor 12-gauge (1.6 mm) irrigation wire type UF.
20. The controller shall be capable of operating pump start relay or a master valve using a RKIT 8810S relay interface.

21. The LEIT controller, model XRC-EFT-10, or approved equal, shall use a 2-way radio remote handset that can operate in the ISM band 900-928 MHz. To use a 2-way radio communication in the ISM band 900-928 MHz, the controller shall use a LEIT Link 2-way Radio Remote Handset.
22. The controller shall have lightning protection to fully isolate the controller from electrical ground, and offer virtual immunity to ground currents from overhead power lines and/or close proximity lightning strikes.
23. The controller and its components shall be manufactured by DIG Corporation, Vista, CA, or an approved equal.

**ADD:**

**212-3.5.1. Controller Components Descriptions.**

**ADD:**

**212-3.5.2. Mounting Column.** The LEIT controller shall be mounted on a galvanized mounting column with a length of either 35" or 51" with curved sweep at the bottom to permit ease of wire pull.

**ADD:**

**212-3.5.3. Micro-Powered Solenoid Actuator.**

1. Micro-Powered Solenoid Actuator with Globe Valve – The remote control valve shall be a globe type, normally closed using 5-volts alternating pulse micro-powered solenoid actuator with electronic control built in. The valve shall be pressure rated up to 150 PSI and have balanced opening and closing.
2. The valve's body shall be constructed of weather resistant, high impact glass-reinforced nylon and a stainless steel spring (303).
3. The valve's one-piece diaphragm shall be nylon fabric reinforced natural rubber (NR).
4. The valve shall have a flow control and internal manual bleed within the solenoid and allow for manual operation by turning the manual bleed handle a ¼ turn.
5. The valve shall provide easy access for removing all parts from the top of the valve without disturbing normal valve installation.
6. The remote control valve shall have a 3/4" FNPT inlet and outlet connection and shall be manufactured by DIG Corporation.
7. Micro-Powered Solenoid Actuator only – The LEIT controller shall use a micro-powered solenoid actuator with electronic control built in.
8. The micro-powered actuator shall use a bipolar pulse and operate at 5-volts alternating pulse.
9. The plunger and spring shall be encapsulated for reliable operation.

10. The micro-powered solenoid actuator shall have an 11/16"-12 UN thread connection and connect to any globe valve via one of the solenoid adapters.
11. The micro-powered solenoid shall use 1 of the 7 DIG valve adapters compatible with the following valves:
  1. Model 30-920 use with BERMAD series 200, HIT series 500, DOROT series 80, GRISWOLD series 2000, DW and BUCKNER series VB valves.
  2. Model 30-921 use with RAIN BIRD DV, DVF, PGA, PEB (3/4" and 1" only), GB, EFB-CP, BPE, PESB (3/4" and 1" only) and ASVF valves.
  3. Model 30-922 use with HUNTER series ASV, HPV, ICV, PGV, SRV, IBV and ASVF valves.
  4. Model 30-923 use with WEATHERMATIC series 12000, 21000 valves.
  5. Model 30-924 use with IRRITROL series 100, 200B, 205, 217B, 700, 2400, 2500, 2600 and TORO series 220, P220 valves.
  6. Model 30-925 use with SUPERIOR series 950, HUNTER HBV and TORO series 252 valves (1.5" and larger).
  7. Model 30-926 use with RAIN BIRD series PEB and PESB (1 1/2" and 2" only) valves.

**ADD:**

- 212-3.5.5. LEIT Key.** The controller shall be activated using a special LEIT Key powered by a 9-volt alkaline battery to provide access and security to a simple 4-button programming pad and an LCD that shall display all the scheduled information.

**ADD:**

**212-3.5.6. Controller System Accessories Descriptions.**

1. Stainless Steel Enclosure – The LEIT controller shall use a (304) stainless steel vandal resistant enclosure with strip perforations on top, allowing light to enter the controller, plus a lockable-hinged door (lock included) for added protection.
2. Sensor Adapter – The LEIT controller or the micro-powered solenoid actuator shall have an option to connect to all types of switch type sensors via the SKIT sensor adapter. The SKIT adapter shall be used as an interface between the controller and a compatible rain, moisture or freeze protection sensor.
3. MV/P Relay Interface Adapter – The LEIT controller shall have an option to switch on/off an AC or DC circuit via the RKIT relay interface adapter. The RKIT adapter shall be used as an interface between the controller and AC switch device.
4. Swivel Fittings Connection - The globe valve shall use two swivel fittings, on each side as a union to allow, in case of repair, the valve to be brought to the surface to be serviced without removing the irrigation box or cutting the pipe. The swivel fitting

10. The micro-powered solenoid actuator shall have an 11/16"-12 UN thread connection and connect to any globe valve via one of the solenoid adapters.
11. The micro-powered solenoid shall use 1 of the 7 DIG valve adapters compatible with the following valves:
  1. Model 30-920 use with BERMAD series 200, HIT series 500, DOROT series 80, GRISWOLD series 2000, DW and BUCKNER series VB valves.
  2. Model 30-921 use with RAIN BIRD DV, DVF, PGA, PEB (3/4" and 1" only), GB, EFB-CP, BPE, PESB (3/4" and 1" only) and ASVF valves.
  3. Model 30-922 use with HUNTER series ASV, HPV, ICV, PGV, SRV, IBV and ASVF valves.
  4. Model 30-923 use with WEATHERMATIC series 12000, 21000 valves.
  5. Model 30-924 use with IRRITROL series 100, 200B, 205, 217B, 700, 2400, 2500, 2600 and TORO series 220, P220 valves.
  6. Model 30-925 use with SUPERIOR series 950, HUNTER HBV and TORO series 252 valves (1.5" and larger).
  7. Model 30-926 use with RAIN BIRD series PEB and PESB (1 1/2" and 2" only) valves.

**ADD:**

- 212-3.5.5. LEIT Key.** The controller shall be activated using a special LEIT Key powered by a 9-volt alkaline battery to provide access and security to a simple 4-button programming pad and an LCD that shall display all the scheduled information.

**ADD:**

**212-3.5.6. Controller System Accessories Descriptions.**

1. Stainless Steel Enclosure – The LEIT controller shall use a (304) stainless steel vandal resistant enclosure with strip perforations on top, allowing light to enter the controller, plus a lockable-hinged door (lock included) for added protection.
2. Sensor Adapter – The LEIT controller or the micro-powered solenoid actuator shall have an option to connect to all types of switch type sensors via the SKIT sensor adapter. The SKIT adapter shall be used as an interface between the controller and a compatible rain, moisture or freeze protection sensor.
3. MV/P Relay Interface Adapter – The LEIT controller shall have an option to switch on/off an AC or DC circuit via the RKIT relay interface adapter. The RKIT adapter shall be used as an interface between the controller and AC switch device.
4. Swivel Fittings Connection - The globe valve shall use two swivel fittings, on each side as a union to allow, in case of repair, the valve to be brought to the surface to be serviced without removing the irrigation box or cutting the pipe. The swivel fitting

shall be constructed of injected molded polypropylene, UV resistant. The swivel fitting shall feature high impact strength plastic and be highly chemical resistant.

5. The swivel fitting shall have a large swivel (FNPT) with an encapsulated nitrile rubber O-ring to allow quick and easy tightening to a PVC male adapter without tools or Teflon tape. The swivel fitting operating pressure shall not exceed 150 PSI.

### **SECTION 300 – EARTHWORK**

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

Prior to submittal of a Bid for this Work, the Contractor shall inspect the project site to verify the magnitude and cost of all clearing and grubbing required to accomplish the Work.

Clearing and grubbing shall also include saw cutting, demolition, removal, and disposal of all existing improvements (up to 22”) including, but not limited to, soil, pavement (Asphalt Concrete, Base, Unclassified Materials), sidewalk, curb and gutter, abandoned utilities and utility structures (pull boxes, etc.), and all other existing improvements that are shown on the plans for removal, directed by the Resident Engineer to be removed, or otherwise required to perform the work.

**300-1.4 Payment.** To the City Supplement, DELETE the first five paragraphs in this section and ADD the following:

7. The lump sum price paid for Clearing and Grubbing shall include full compensation for the sawcutting, removal, protection, and disposal of any and all PCC Pavement, AC Pavement, Base Material, soil, driveway, sidewalk, curb & gutter, street light foundation, landscaping, irrigation, and any other materials and objects that are in conflict with the installation of the Work as shown on the Plans.

**300-2 UNCLASSIFIED EXCAVATION.**

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

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

**300-3.6 Payment.** ADD the following:

Payment for structure excavation and backfill shall be made at the Contract Unit Price per cubic yard.

### **SECTION 301 – TREATED SOIL, SUBGRADE PREPARATION AND PLACEMENT OF BASE MATERIALS**

**301-1.6 Adjustment of Manhole Frame and Cover Sets to Grade.** To the City Supplement, DELETE item 1 and SUBSTITUTE with the following:



1. Castings, pre-fabricated risers, frames, pull boxes or covers of existing City manholes, gate valves, or pull boxes shall be adjusted to conform to the new grade by the Contractor.

ADD the following:

5. Contractor to provide a two week advance notice to AT&T to adjust existing telephone manhole frame and cover to grade. AT&T is to perform this work at no expense to the Contractor.
6. Pull box in ground or sidewalk area must be installed as follows:
  1. Embed bottom of the pull box in crushed rock.
  2. Place a layer of roofing paper on the crushed rock.
  3. Place grout over the layer of roofing paper. Grout must be 0.50 to 1 inch thick and be sloped toward the drain hole.
  4. Make a 1-inch drain hole in the center of the pull box through the grout and roofing paper.
  5. Place grout between the pull box and the pull box extension, and around conduits.
  6. Reconstruct the sump of an existing pull box if disturbed by your activities. Remove old grout and replace with new if the sump was grouted.
7. After installation of traffic pull box, install the steel cover and keep it bolted down when your activities are not in progress at the pull box. When the steel cover is placed for the final time, the cover and Z bar frame must be cleaned of debris and tightened securely.

**301-1.7 Payment.** ADD the following:

Payment for adjusting existing pull box to grade shall be made at the Contract Unit price for adjusting pull box to Grade.

### **SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION**

**303-1.11 Payment.** ADD the following:

Payment for Reinforced Concrete Coping and Sidewalk shall be made at the Contract unit price per cubic yards for Reinforced Concrete Coping and Sidewalk

**ADD:**

**303-4.3 KEYSTONE WALL.**

**303-4.3.1 General.** Keystone Wall, consisting of precast masonry units and layers of geogrid material, shall be constructed in accordance with the project plans and specifications.

**303-4.3.2 Measurement and Payment.** Payment for Keystone Wall shall be made at the Contract bid price for Keystone Wall, which includes furnishing and installing base

and leveling pad material, precast masonry units, connecting pins, geogrid material, filter fabric, crushed rock drainage material and PVC drainage pipes.

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

**ADD:**

**304-2.3 SALVAGE & RELOCATE EXISTING GUARDRAIL.**

**304-2.3.1 General.** Existing metal beam guardrail, where shown on the plans shall be salvaged and relocated.

**304-2.3.2 Material.** All functional steel guardrail shall be salvaged and reused on the project. Non-standard or damaged guardrail blocks, wood posts and non-functional elements will become the property of the Contractor. Provide additional materials including, but not limited to, new wood posts hardware and blocks. Any guardrail parts damaged during relocation/salvage shall be replaced in kind by the contractor and shall be at no cost to the City. Additional materials for metal beam guard rail shall conform to 206-5.2.

**304-2.3.3 Installation.** Installation shall be in accordance with GREENBOOK 304-2.2.2.

**304-2.3.4 Measure and Payment.** Salvage and Relocate Existing Guardrail will be measured and paid for by the linear foot from end to end along the face of the railing. The Contract Bid price for Salvage and Relocate Existing Guardrail shall include all work and all existing and new materials necessary to salvage and relocate existing guardrail.

#### **SECTION 306 – UNDERGROUND CONDUIT CONSTRUCTION**

**306-1.6 Basis of Payment for Open Trench Installations.** ADD the following:

Payment for imported backfill when the Contractor elects to import material from a source outside the project limits and when authorized by the Engineer shall be included in the Bid unit price for Imported Backfill. The price shall include the removal and disposal of unsuitable materials.

**306-22 Pipe Fusion.** DELETE in its entirety.

#### **SECTION 308 - LANDSCAPE AND IRRIGATION INSTALLATION**

**308-5.2.3 Plastic Pipeline.** ADD the following:

Sand encasement for irrigation pipe, direct burial control wire and electrical conduit shall be plaster or mortar sand per section 200 of the Green Book with minimum sand equivalent of 50.

All PVC pressure pipe shall have the correct sized concrete thrust block installed at every abrupt change of alignment; at gate valves, tees, elbows and at ends of pipe runs; or where ever the Resident Engineer deems one to be necessary.

All irrigation lines under paving shall be sleeved with PVC Sch. 40 pipe. Sleeved pipe shall continue to run at the specified depth as per section 308-2.2. Sleeves shall be 2 times the diameter of pipe to be sleeved and shall extend 12" past edge of

paving. The letter "E" for electrical or "W" for water shall be stamped or chiseled on the pavement directly above the sleeve.

Irrigation mainline is shown diagrammatically. Install in planting areas wherever possible.

**308-5.3 Installation of Valves, Valve Boxes, and Special Equipment.** ADD the following:

Installation of remote control valves:

Install remote control valves, and plumb into lateral piping in locations as shown on the drawings and as detailed.

Installation of valve boxes:

Install valve boxes as shown on detail. Install no more than one valve per box. Contractor shall rework the locking toggles by replacing the existing clevis pin and sheet metal clip with a marine-type stainless steel machine bolt and self-locking nut. Apply oil to prevent rust.

Installation of manual globe valves:

Install approximately where shown on the drawings and as detailed. There shall be a valve installed upstream of all remote control valves and quick couplers.

Installation of backflow assembly:

Backflow preventer assembly shall be installed two feet (2') away from any obstacles and in accordance with manufacturer's specifications, located as directed on drawings, and shall conform to all applicable codes and ordinance requirements. Exact location and positioning shall be verified and approved by Resident Engineer.

Type "K" copper pipe shall be used to extend the existing water main at the meter to the new reduced pressure principle backflow prevention device assembly.

Plumb legs on backflow preventer with 2" red brass fittings and nipples. Provide reducing fittings directly upstream and downstream of backflow device assembly as needed.

Installation of anti-drain valves and shut-off valves:

Anti-drain valves and shut-off valves shall be installed in the riser assemblies of all sprinkler head as detailed.

**308-7 GUARANTEE.** To the City Supplement, DELETE in its entirety.

**308-7 Payment.** ADD the following:

Work related to tree maintenance shall be included in the Bid items as follows:

- Tree Trimming (EA)
- Root Pruning (EA)
- Root Barrier (EA)

ADD the following:

Payment for the placement and removal of all temporary irrigation shall be paid for as a lump sum item under Re-vegetation and Erosion Control per Section 700-2.15.

**308-8 PAYMENT.** To the City Supplement, DELETE in its entirety.

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

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

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

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

The lump sum price bid for, Painting, Striping, Pavement Markings and Curb Markings shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in painting traffic stripes and bike lane striping, pavement markings including curb markings, raised reflective pavement markers, thermoplastic arrows, thermoplastic pavements markings , and the removal of all existing stripes and markings in conflict with the proposed plan or otherwise called out for removal, repainting, temporary striping, complete in place in accordance with the plans, the Standard Specifications and these special provisions, and as directed by the Engineer.

**ADD:**

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

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

Removed signs to be disposed of by Contractor and delivered to Contractor’s Yard at Contractor’s expense.

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

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

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

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

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

The Contractor shall notify the Engineer to schedule inspections every other week for the first 2 months and every month for the last 2 months of the PEP to verify germination and establishment. After the first four months, and if the PEP is still in effect, inspections shall occur at least once a month until the City Representative in conjunction with the Project Biologist provides acceptance of the PEP. The Contractor shall notify the Engineer of required inspections for the specified maintenance and monitoring period (e.g., 6 months, 12 months, 24 months (pre final), and 25 months).

To the City Supplement, ADD the following:

10. Contractor will meet bi-monthly with a representative from the Engineer and SABRE SPRINGS S. HOA to read the private meter for the Property and the Temporary Meter to determine the Contractor's water usage for the Work. The Contractor will directly pay Sabre Springs S. HOA for the Contractor's water usage determined by the bi-monthly meter reading. Contractor's operation and payment of water usage will terminate upon the termination of the "Permit to do Work on Private Property," between the Sabre Springs South Neighborhood Homeowner's Association (Sabre Springs S. HOA) and the City of San Diego (Appendix G). The Contractor shall be responsible for all watering cost during construction, PEP, and Re-vegetation, Maintenance, and Monitoring Program.

#### **SECTION 707 – RESOURCE DISCOVERIES**

#### **ADD:**

#### **707-1.1**

**Environmental Document.** The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared a **Mitigated Negative Declaration (MND)** for **Poway Road Bicycle Path – Class I**, as referenced in the Contract Appendix. You must comply with all requirements of the **Mitigated Negative Declaration (MND)** as set forth in the Contract Appendix A.

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

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

**SUPPLEMENTARY SPECIAL PROVISIONS**

**APPENDICES**

**APPENDIX A**  
**MITIGATED NEGATIVE DECLARATION**





## FINAL MITIGATED NEGATIVE DECLARATION

Project No. 189365  
SCH# 2011081008

**SUBJECT: POWAY ROAD BIKE PATH:** SITE DEVELOPMENT PERMIT (SDP) to allow for the construction of a 10-foot wide Class I Bike Path to replace an existing five-foot wide sidewalk along an approximately 1,875 linear-foot portion of Poway Road totaling 1.06 acres (see Figure 2, Site Plan). Two feet of horizontal clearance would be provided along each side of the bike path. The existing five-foot wide Class II Bike Lane would be converted into a traffic shoulder; the guard rail would be relocated and replaced, as needed; and the chain-link fence would be relocated and replaced with a ~~four~~six-foot tall, black, vinyl-coated, chain-link fence along the southern edge of the bike path. The existing widths of the eastbound traffic lanes along Poway Road would remain unchanged. Other improvements would include the relocation of two existing street lights and a traffic counter to within the limits of the bike path, and construction of a storm drain pipe and grate inlet connecting to the existing storm drain system within the Poway Road. The existing curb and gutter alignment would remain unchanged. The project would require the construction of an approximately 1,350 linear-foot retaining wall system consisting of two separate retaining walls (i.e. Wall 'A' and Wall 'B') along the south-facing slope adjacent to Poway Road (see Figures 2 and 3). Wall 'A' is approximately 479 feet long, and has a maximum height of six feet. Wall 'B' is approximately 874 feet long, and has a maximum height of 12 feet. The portion of Wall 'B' exceeding a height of six feet totals approximately 232 linear feet.

Grading of the site would require approximately 580 cubic yards (c.y.) of cut at a maximum cut depth of 11.5 feet and a maximum cut slope height of 12 feet at a 2:1 ratio, approximately 1,400 c.y. of fill at a maximum fill depth of 7.3 feet and a maximum fill slope height of three feet at a 2:1 ratio, and 820 c.y. of imported soil. An existing earth/rock mound near the center the project site would be cut at a 2:1 slope to allow for construction of the bike path. All staging areas would occur off-site within the contractor's storage yard. Stockpiling of materials may either occur within contractor's storage yard or within the limits of work, as shown on the approved Site Plan. The project would also implement construction storm water Best Management Practices (BMPs) and permanent BMPs, in accordance with the approved Storm Water Pollution Prevention Plan (SWPPP) in order to reduce pollutant runoff and protect the naturalized area south of the project site.



The project would also result in permanent and temporary impacts to native vegetation (i.e. coastal sage scrub and non-native grassland) located along the south-facing slope adjacent to Poway Road within City-owned open space and the City of San Diego Multiple Species Conservation Program's (MSCP) Multi-Habitat Planning Area (MHPA). Permanent impacts would be mitigated to below a level of significance, as described in Initial Study Checklist, Section IV(a). All temporary impacts and disturbed areas would be revegetated, as shown on the revegetation and erosion control plan, in accordance with the City's Landscape Regulations for Revegetation and Erosion Control (SDMC §142.0411).

The project site is located east of Interstate 15 and south of Ted Williams Parkway along the south side of Poway Road approximately 900 feet east of I-15 and approximately 200 feet west of Sabre Springs Parkway within the AR-1-1 (Agricultural—Residential) Zone, Marine Corps Air Station Miramar Airport Influence Area, Residential Tandem Parking Overlay Zone, FEMA 100-Year Floodway, and the Sabre Springs and Miramar Ranch North Community Plan areas (Council District 5). Legal Description: within the northern corner of Section 20 and northwestern corner of Section 21 in Township 14 South, Range 2 West, of the U.S. Geological Survey 7.5-minute topographical map, Poway Quadrangle (adjacent to Assessor's Parcel Number 316-231-01-00). Applicant: City of San Diego, Engineering and Capital Projects Department, Right-of-Way Design Division.

**Update 09/13/2011:**

**Minor revisions have been made to the Final Mitigated Negative Declaration (MND) which are shown in a ~~strikeout~~ and underlined format and includes one minor revision to the Project Description and two minor revisions to the Biological Resources Mitigation Program to correct two typographical errors and insert additional requirements requested by CDFG. In accordance with California Environmental Quality Act (CEQA) Section 15073.5 (c)(4), the addition of new information that clarifies, amplifies, or makes insignificant modification does not require recirculation as there are no new impacts and no new mitigation identified. An environmental document need only be recirculated when there is identification of new significant environmental impact or the addition of a new mitigation measure required to avoid a significant environmental impact.**

- I. PROJECT DESCRIPTION: See attached Initial Study.
- II. ENVIRONMENTAL SETTING: See attached Initial Study.
- III. DETERMINATION:

The City of San Diego conducted an Initial Study which determined that the proposed project could have a significant environmental effect in the following areas(s): LAND USE (MULTIPLE SPECIES CONSERVATION PROGRAM) and BIOLOGICAL RESOURCES. The project proposal requires the implementation of specific mitigation identified in Section V of this Mitigated Negative Declaration (MND). The project as presented avoids or mitigates the potentially significant environmental effects identified, and the preparation of an Environmental Impact Report (EIR) would not be required.



#### IV. DOCUMENTATION:

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

#### V. MITIGATION, MONITORING AND REPORTING PROGRAM:

##### A. GENERAL REQUIREMENTS – PART I

###### Plan Check Phase (prior to permit issuance)

1. Prior to 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 (Prior to the 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:

**Project Biologist**  
**Landscape Contractor**

**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) 189365, shall conform to the mitigation requirements contained in the associated Environmental Document and implemented to the satisfaction of the DSD's ED, RE and MMC. 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 the 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 the 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.

**Not Applicable for this project**

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**

<b><u>Issue Area</u></b>	<b><u>Document submittal</u></b>	<b><u>Associated Inspection/Approvals/Note</u></b>
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



## 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 (CSV). The CSV'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 condition has occurred to mitigate direct impacts to 0.76 acre of upland habitat:

- a. The applicant shall purchase 0.74 0.76 acre of habitat through payment into the City's Habitat Acquisition Fund (HAF) at the current per-acre contribution amount.

### **II. 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 (< 10 days) for active nests in the development area and within 300 feet (500 feet for raptors) 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.

#### IVIII. 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.

#### VI. PUBLIC REVIEW DISTRIBUTION:

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

##### United States Government

- U.S. Fish and Wildlife Service (23)
- U.S. Army Corps of Engineers (26)
- U.S. Environmental Protection Agency (19)

##### State of California

- California Department of Fish and Game (32A)
- Regional Water Quality Control Board, Region 9 (44)
- Caltrans District 11 (31)
- State Clearinghouse (46A)
- Resources Agency (43)

##### City of San Diego

- Council Member DeMaio, District 5
- City Attorney



Shannon Thomas (MS 93C)  
Engineering and Capital Projects  
Dean Marsden (MS 908A)  
James Arnhart (MS 908A)  
Development Services Department  
Patricia Grabski (MS 301)  
Myra Herrmann (MS 501)  
Kristen Forburger (MS 401)  
Polonia Majas (MS 501)  
Mitigation Monitoring Coordination (MS 1102B)  
Library Dept.-Gov. Documents MS 17 (81)

Other

Sierra Club (165)  
San Diego Canyonlands (165A)  
Wetlands Advisory Board (171)  
San Diego Audubon Society (167)  
Jim Peugh (167A)  
California Native Plant Society (170)  
San Diego Bay & Coastkeeper (173)  
Endangered Habitat League (182 and 182A)  
Sabre Springs Community Planning Group (406B)  
Beeler Canyon Conservancy (436)  
Scripps Miramar Ranch Planning Group (437)  
Alliant International University (438)  
Miramar Ranch North Planning Committee (439)  
Scripps Ranch Civic Association (440)  
Carmen Lucas (206)  
Clint Linton (215B)  
South Coastal Information Center @ San Diego State University (210)  
San Diego Historical Society (211)  
San Diego Archaeological Center (212)  
Save Our Heritage Organization (214)  
Ron Christman (215)  
Louie Guassac (215A)  
San Diego County Archaeological Society (218)  
Kumeyaay Cultural Repatriation Committee (225)  
Kumeyaay Cultural Heritage Preservation  
Native American Distribution (NOTICE ONLY 225A-R)  
Barona Group of Capitan Grande Band of Mission Indians (225A)  
Campo Band of Mission Indians (225B)  
Ewiiapaayp Band of Mission Indians (225C)  
Jamul Indian Village (225D)  
La Posta Band of Mission Indians (225E)  
Manzanita Band of Mission Indians (225F)  
Sycuan Band of Mission Indians (225G)  
Viejas Group of Capitan Grande Band of Mission Indians (225H)

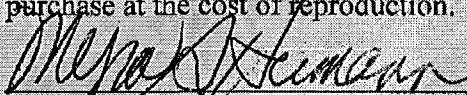


Mesa Grande Band of Mission Indians (225I)  
San Pasqual Band of Mission Indians (225J)  
Santa Ysabel Band of Diegueño Indians (225K)  
La Jolla Band of Mission Indians (225L)  
Pala Band of Mission Indians (225M)  
Pauma Band of Mission Indians (225N)  
Pechanga Band of Mission Indians (225O)  
Rincon Band of Luiseno Indians (225P)  
San Luis Rey Band of Luiseno Indians (225Q)  
Los Coyotes Band of Mission Indians (225R)  
Inaja Band of Mission Indians

VII. RESULTS OF PUBLIC REVIEW:

- ( ) No comments were received during the public input period.
- ( ) Comments were received but did not address the draft Mitigated Negative Declaration finding or the accuracy/completeness of the Initial Study. No response is necessary. The letters are attached.
- (X) Comments addressing the findings of the draft Mitigated Negative Declaration and/or accuracy or completeness of the Initial Study were received during the public input period. The letters and responses follow.

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

  
Myra Hermann, Senior Planner  
Development Services Department

July 29, 2011  
Date of Draft Report

September 13, 2011  
Date of Final Report

Analyst: Herrmann/Arnhart

Attachments:

Figure 1 - Location Map  
Figures 2A & 2B - Site Map  
Figure 3 - Retaining Walls 'A' and 'B'  
Initial Study Checklist



Edmond G. Brown Jr.  
Governor

STATE OF CALIFORNIA  
Governor's Office of Planning and Research  
State Clearinghouse and Planning Unit



Ken Alex  
Director

September 1, 2011

Myra Hermann  
City of San Diego  
1222 First Avenue, MS-501  
San Diego, CA 92101

Subject: Poway Road Bike Path  
SCH#: 2011081008

Dear Myra Hermann:

The State Clearinghouse submitted the above named Mitigated Negative Declaration to selected state agencies for review. The review period closed on August 31, 2011, and no state agencies submitted comments by that date. This letter acknowledges that you have complied with the State Clearinghouse review requirements for draft environmental documents, pursuant to the California Environmental Quality Act.

Please call the State Clearinghouse at (916) 445-0613 if you have any questions regarding the environmental review process. If you have a question about the above-named project, please refer to the ten-digit State Clearinghouse number when contacting this office.

Sincerely,

Scott Morgan  
Director, State Clearinghouse

1400 TENYER STREET P.O. BOX 8044 SACRAMENTO, CALIFORNIA 95812-8044  
TEL (916) 445-0613 FAX (916) 328-8016 www.ops.ca.gov

RESPONSE TO COMMENTS

STATE CLEARINGHOUSE CLOSURE LETTER (09/01/2011)

1. Comment acknowledged. Please note that one comment letter was received from the California Department of Fish & Game after the close of public review on September 2, 2011. The letter and City response follows.

Appendix A - Mitigated Negative Declaration  
Poway Road Bicycle Path - Class I



State of California - The Natural Resources Agency  
 DEPARTMENT OF FISH AND GAME  
 South Coast Region  
 3883 Ruffin Road  
 San Diego, CA 92123  
 (858) 487-4201  
 www.dfg.ca.gov

EDMUND G. BROWN, Jr. Governor  
 JOHN McCAMMAN, Director



September 2, 2011

Ms. Myra Herman  
 Senior Environmental Planner  
 City of San Diego Development Services Center  
 Planning Division  
 1222 First Avenue, MS 501  
 San Diego, CA 92101

Subject: Comments on the Draft Mitigated Negative Declaration for the Poway Road  
 Bicycle Path Project, San Diego, San Diego County, CA (SCH# 2011081008)

Dear Ms. Herman:

The California Department of Fish and Game (Department) has reviewed the draft Mitigated Negative Declaration (MND) dated July 29, 2011, for the Poway Road Bicycle Path Project. The comments provided herein are based on information provided in the draft MND and associated documents (including the Biological Resources Survey Report prepared by RECON and dated January 7, 2011), our knowledge of sensitive and declining vegetation communities in the County of San Diego and our participation in regional conservation planning efforts. The Department acknowledges that the City of San Diego's (City's) review period ends on September 2, 2011.

The Department is a Trustee Agency and a Responsible Agency pursuant to the California Environmental Quality Act (CEQA; Sections 15385 and 15281, respectively) and is responsible for ensuring appropriate conservation of the state's biological resources, including rare, threatened, and endangered plant and animal species, pursuant to the California Endangered Species Act (Fish and Game Code Section 2050 et seq.) and other sections of the Fish and Game Code. The Department also administers the Natural Community Conservation Planning Program of which the City is currently participating in by implementing its Subarea Plan (SAP).

The proposed project is located in northeastern area of the City approximately 900 feet east of Interstate 15 and approximately 200 feet west of Sabra Springs Parkway. The project consists of the construction of a 10 foot wide Class 1 Bicycle Path to replace an existing five-foot wide sidewalk along an approximately 1,875 linear-foot portion of Poway Road (totaling 1.06 acres). Two feet of horizontal clearance would be provided along each side of the bicycle path. The existing five-foot wide Class II Bicycle Lane would be converted into a traffic shoulder and the guard rail would be relocated and replaced, as needed. The existing chain fence would be relocated and replaced with a 6 foot tall black vinyl-coated chain link fence along the southern edge of the bicycle path. Construction of an approximately 1,350 linear-foot retaining wall system consisting of two separate walls along the south facing slope that is adjacent to Poway Road would be required by the project. The project is within the AR-1-1 (Agricultural-Residential) Zone, FEMA 100 Year Floodway, and the Marine Corps Air Station Miramar Airport Influence Area.

*Conserving California's Wildlife Since 1870*

RESPONSE TO COMMENTS

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RESPONSE TO COMMENTS

CALIFORNIA DEPARTMENT OF FISH & GAME (9/02/11)

The Department is generally in agreement with the proposed mitigation measures for the project and analysis provided in the MND. However, we have comments that should be addressed prior to the adoption of the CEQA document.

1. The MND's mitigation measures section entitled Specific MMRP Issue Areas Conditions/Requirements, (Section B, Biological Resources, Subsection I, General Bird Mitigation, Page 8) refers to the applicant needing to mitigate direct impacts of 0.78 acres of upland habitat. However, Section B (Biological Resources) subsection I, a, located within the MND's Specific MMRP Issue Area Conditions/Requirements refers to the applicant purchasing 0.74 acre of habitat through payment into the City's Habitat Acquisition Fund (HAF). The Department is not sure why the directed impact is 0.78 acre and only 0.74 acre of habitat will be purchased for mitigation using the City's HAF. The Department's understanding is that habitat acquisition should equal habitat impact.
2. Section B (Biological Resources) contains Sections I, II, IV, VI, and VII. However, Sections III and V are not present. The Department is not sure if Sections III and V are missing from the MND or if Section B contains typographical errors.
3. The MND's mitigation measures section entitled Specific MMRP Issue Areas Conditions/Requirements, (Section B, Biological Resources, Subsection II, a, General Bird Mitigation, Page 8) includes a discussion concerning pregrading biological monitoring. However, the mitigation measure lacks clear guidance concerning an adequate time period before grading activities are conducted. Therefore, the Department offers the following suggestion. If project construction is necessary during the bird breeding season, a qualified biologist should conduct a pre-construction (e.g. pregrading) survey for nesting birds, within ten days prior to work in the area, and ensure no nesting birds in the project area would be impacted by the project. Additionally the Department requests a buffer of 300 feet for active nests and a 500 feet buffer for raptors. Therefore, the Department suggests that the section should be edited to incorporate the changes as indicated below.

A. Biological Resources

II. 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 ( $\leq$  10 days) for active nest in the development area and within a buffer area

This comment letter was received after the close of public review. Although not required by CEQA, pursuant to CEQA Guidelines Section 15088(a), the Lead Agency has provided the following responses to the CDFG comment letter.

1. Staff has reviewed the draft MND and Biological Resources Survey for the project and concurs with the commentor that the mitigation requirement for impacts to 0.76 acres of upland habitat should be 0.76 (1:1 ratio in accordance with the City's Biology Guidelines). This was a typographical error and has been corrected in the Final MND and Initial Study Checklist.
2. Staff has reviewed the draft MND for the project and has determined that no sections of the Biological Mitigation program are missing. This was a typographical error and has been corrected in the Final MND.
3. The General Bird Mitigation on Page 8 of the MND has been revised to include the additional language as recommended by CDFG.

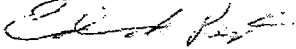
Ms. Myra Herman  
September 2, 2011  
Page 3 of 3

**RESPONSE TO COMMENTS**

of 300 feet (500 feet for raptors) of it, and submit a letter report to MMC prior to the preconstruction meeting.

We appreciate the opportunity to comment on the MND for this project and to assist in further minimizing and mitigating project impacts to biological resources by ensuring that the proposed project is consistent with CEQA and the City's SAP. If you should have any questions or comments regarding this letter please contact Bryand Duke of the Department at (858) 637-5511 or [bduke@dfg.ca.gov](mailto:bduke@dfg.ca.gov).

Sincerely,



Edmund Pert  
Regional Manager  
South Coast Region

cc: Janet Stuckrath, U.S. Fish and Wildlife Service, Carlsbad

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Appendix A - Mitigated Negative Declaration  
Poway Road Bicycle Path - Class I



**San Diego County Archaeological Society, Inc.**  
Environmental Review Committee

8 August 2011

To: Ms. Myra Herrmann  
Development Services Department  
City of San Diego  
1222 First Avenue, Mail Station 501  
San Diego, California 92101


Subject: Draft Mitigated Negative Declaration  
Poway Road Bike Path  
Project No. 189365

Dear Ms. Herrmann:

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

Based on the information contained in the initial study and DMND, we agree that no significant impacts to cultural resources are likely to result. Consequently, we also agree that no cultural resources mitigation measures are necessary.

SDCAS appreciates being included in the City's environmental review process for this project.

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

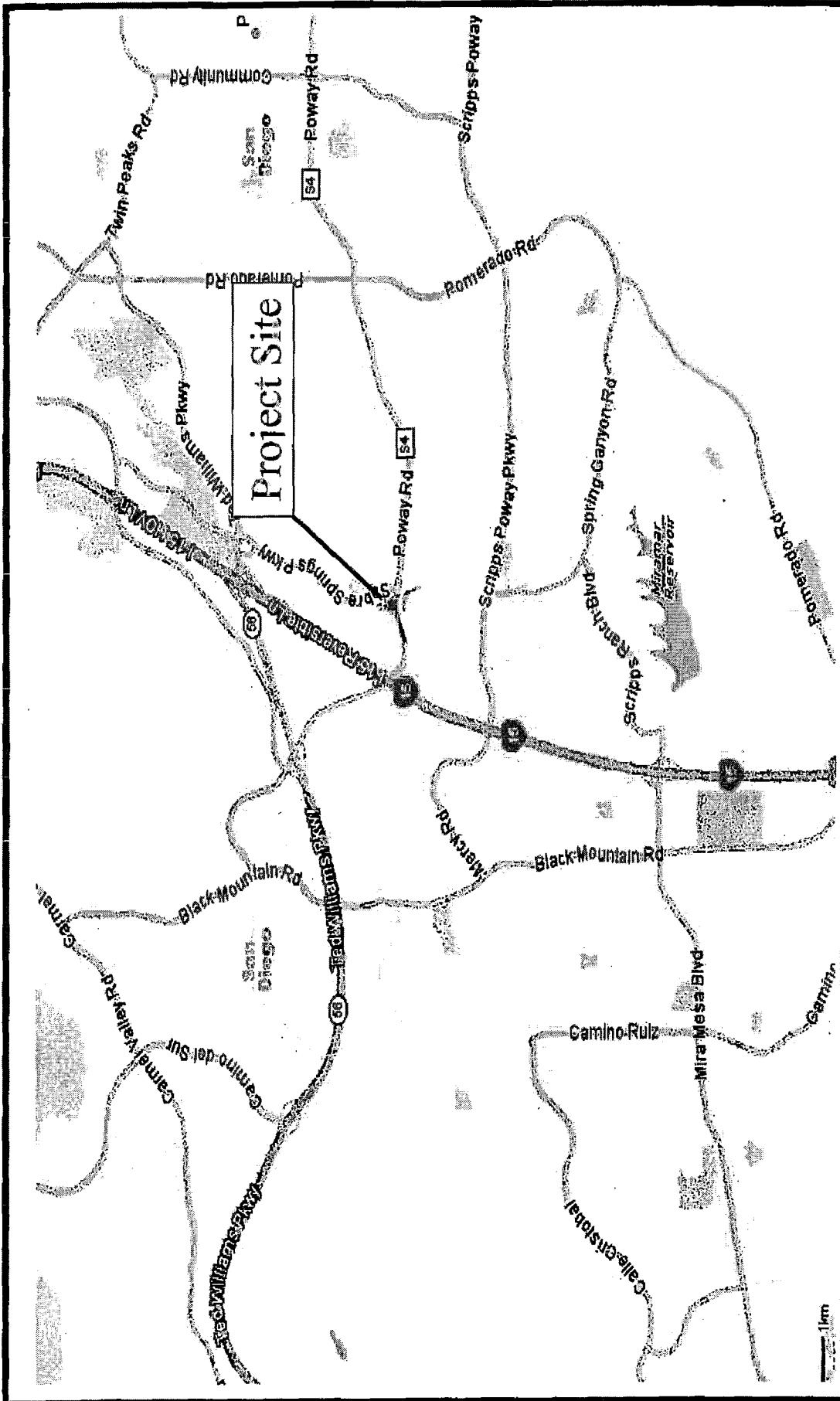
cc: SDCAS President  
File

P.O. Box 81106 • San Diego, CA 92138-1106 • (619) 538-0835

**RESPONSE TO COMMENTS**

SAN DIEGO COUNTY ARCHAEOLOGICAL SOCIETY (8/08/11)

1. Comment noted.



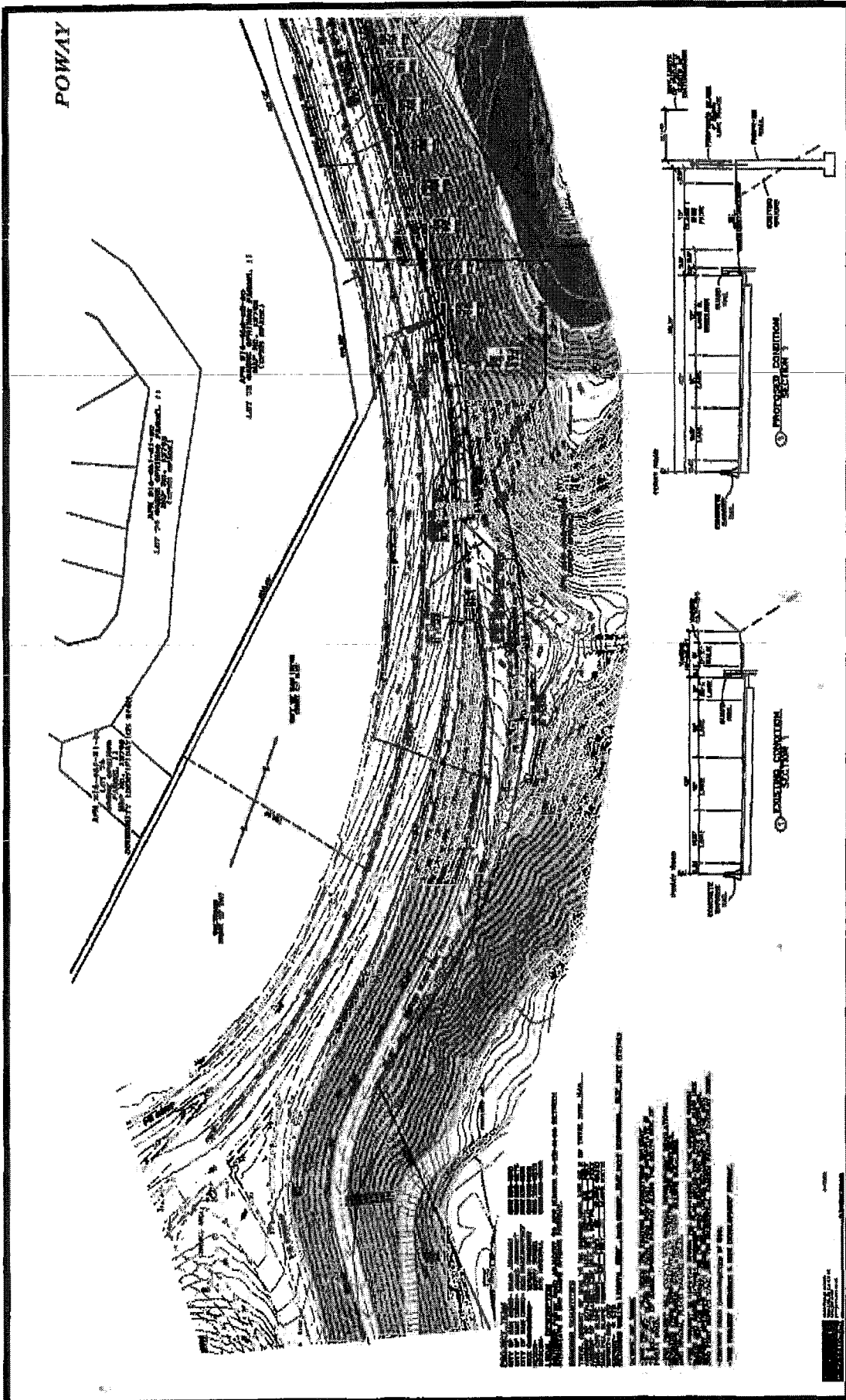
**Location Map**

Poway Road Bike Path – Project No. 189365

City of San Diego – Development Services Department

**FIGURE**  
**1**



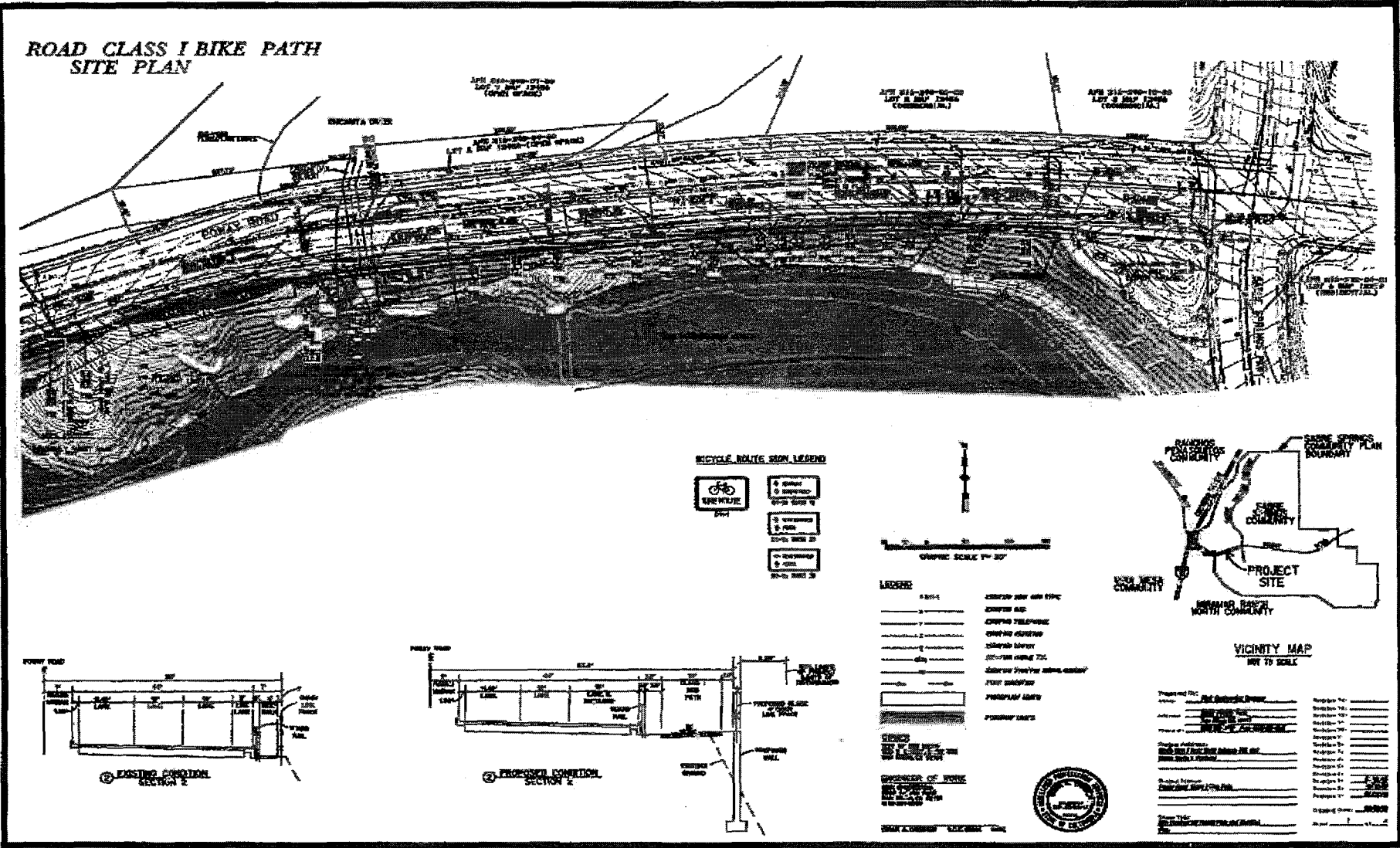


**Site Plan**

Poway Road Bike Path – Project No. 189365

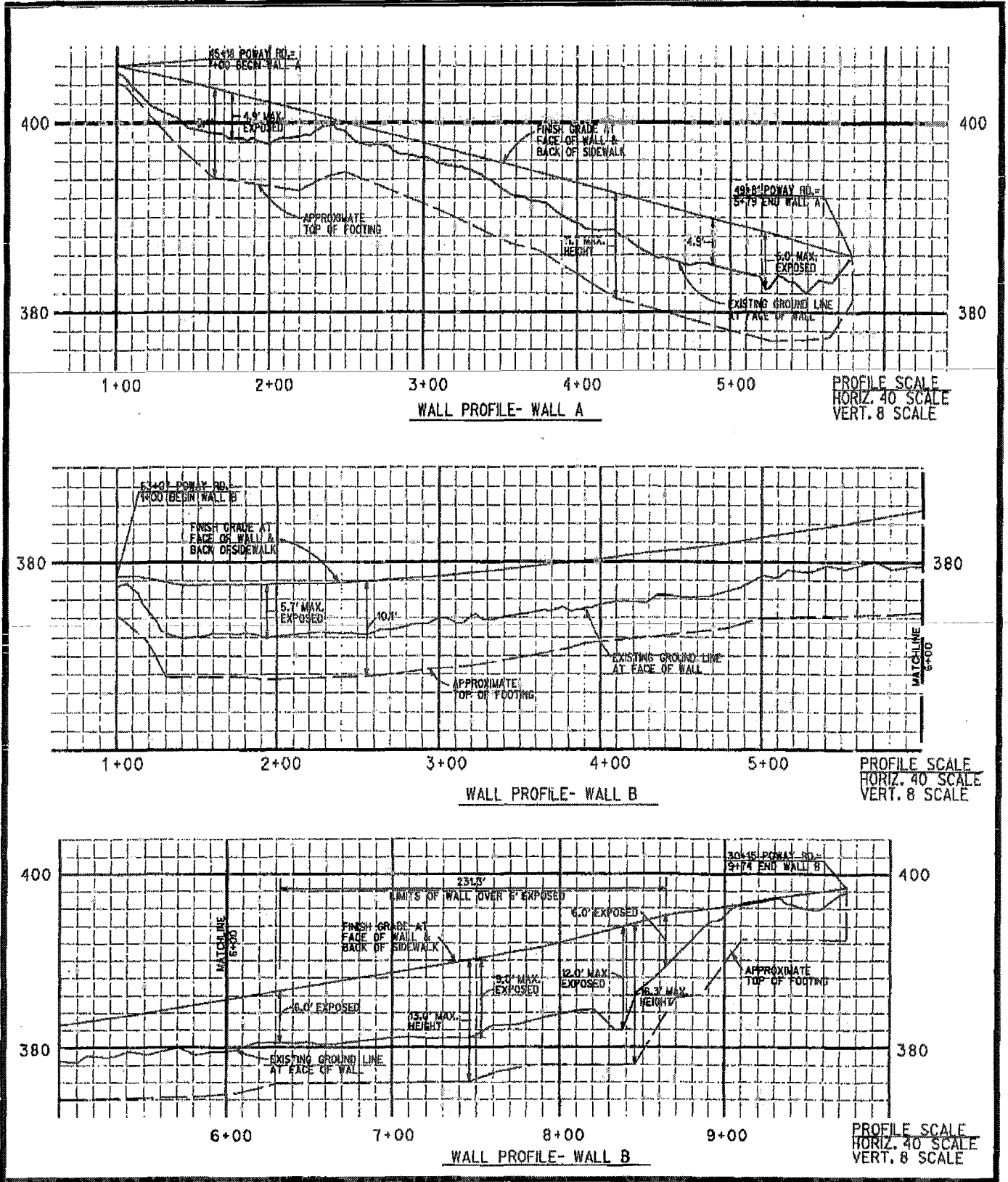
City of San Diego – Development Services Department

**FIGURE  
2A**



**Site Plan**  
**Poway Road Bike Path – Project No. 189365**  
 City of San Diego – Development Services Department

**FIGURE**  
**2B**



**Retaining Walls 'A' and 'B'**  
 Poway Rd Bike Path – Project No. 189365  
 City of San Diego – Development Services Department

**FIGURE**  
**No. 3**  
 68 | Page

## INITIAL STUDY CHECKLIST

1. Project Title/Project number: Poway Road Bike Path / Project No. 189365
2. Lead agency name and address: City of San Diego, Development Services Department, 1222 First Avenue, MS 501, San Diego, CA 92101
3. Contact person and phone number: Myra Herrmann, Senior Planner, Ph: (619) 446-5372
4. Project location: The Poway Road Bike Path project is located east of Interstate 15 (I-15) and south of Ted Williams Parkway (State Route 56) along the south side of Poway Road 900 feet east of I-15 and 200 feet west of Sabre Springs Parkway within the northern corner of Section 20 and northwestern corner of Section 21 in Township 14 South, Range 2 West, of the U.S. Geological Survey 7.5-minute topographical map, Poway Quadrangle (adjacent to Assessor's Parcel Number 316-231-01-00) (see Figure 1, Location Map). The project is located within the Marine Corps Air Station Miramar Airport Influence Area, Residential Tandem Parking Overlay Zone, FEMA 100-Year Floodway, Sabre Springs Community Planning area, Miramar Ranch North Community Planning area and Council District 5. A short segment on the western end of the project (approximately 0.14 acre) is within the City's MHPA with the remainder directly adjacent to the MHPA until it reaches the terminus before Sabre Springs Parkway.
5. Project Applicant/Sponsor's name and address: City of San Diego, Engineering and Capital Projects Department, 600 B Street, Suite 800, MS 908A, San Diego, CA 92101 Contact: Dean Marsden, Ph: (619) 533-4608
6. General Plan designation(s): Prime Arterial and Park, Open Space and Recreation
7. Zoning: AR-1-1 (Agricultural--Residential)
8. Description of project (Describe the whole action involved, including but not limited to, later phases of the project, and any secondary, support, or off-site features necessary for its implementation.): The project would require a Site Development Permit for the construction of a 10-foot wide Class I Bike Path to replace an existing five-foot wide sidewalk along an approximately 1,875 linear-foot portion of Poway Road totaling 1.06 acres (see Figure 2, Site Plan). Two feet of horizontal clearance would be provided along each side of the bike path. The existing five-foot wide Class II Bike Lane would be converted into a traffic shoulder; the guard rail would be relocated and replaced, as needed; and the chain-link fence would be relocated and replaced with a four-six-foot tall, black, vinyl-coated, chain-link fence along the southern edge of the bike path. The existing widths of the eastbound traffic lanes along Poway Road would remain unchanged. Other improvements would include the relocation of two existing street lights and a traffic counter to within the limits of the bike path, and construction of a storm drain pipe and grate inlet connecting to the existing storm drain system within th Poway Road. The existing curb and gutter alignment would remain unchanged.

The project would require the construction of an approximately 1,350 linear-foot retaining wall system consisting of two separate retaining walls (i.e. Wall 'A' and Wall 'B') along the south-facing slope adjacent to Poway Road (see Figures 2 and 3). Wall 'A' is approximately 479 feet

long, and has a maximum height of six feet. Wall 'B' is approximately 874 feet long, and has a maximum height of 12 feet. The portion of Wall 'B' exceeding a height of six feet totals approximately 232 linear feet.

Grading of the site would require approximately 580 cubic yards (c.y.) of cut at a maximum cut depth of 11.5 feet and a maximum cut slope height of 12 feet at a 2:1 ratio, approximately 1,400 c.y. of fill at a maximum fill depth of 7.3 feet and a maximum fill slope height of three feet at a 2:1 ratio, and 820 c.y. of imported soil. An existing earth/rock mound near the center the project site would be cut at a 2:1 slope to allow for construction of the bike path. All staging areas would occur off-site within the contractor's storage yard. Stockpiling of materials may either occur within contractor's storage yard or within the limits of work, as shown on the approved Site Plan. The project would also implement construction storm water Best Management Practices (BMPs) and permanent BMPs, in accordance with the approved Storm Water Pollution Prevention Plan (SWPPP) in order to reduce pollutant runoff and protect the naturalized area south of the project site.

The project would also result in permanent and temporary impacts to native vegetation (i.e. coastal sage scrub and non-native grassland) located along the south-facing slope adjacent to Poway Road within City-owned open space and the City of San Diego Multiple Species Conservation Program's (MSCP) Multi-Habitat Planning Area (MHPA). Permanent impacts would be mitigated to below a level of significance, as described in Initial Study Checklist, Section IV(a). All temporary impacts and disturbed areas would be revegetated, as shown on the revegetation and erosion control plan, in accordance with the City's Landscape Regulations for Revegetation and Erosion Control (SDMC §142.0411).

9. Surrounding land uses and setting (briefly describe the project's surroundings): The project area is surrounded by Poway Road, residential development and open space to the north; I-15 to the west; residential and commercial development to the east; and City-owned open space, which includes the City's MHPA and Los Penasquitos Creek, to the south.
10. Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement.): None.

**ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:**

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

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

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

On the basis of this initial evaluation:

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

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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I) AESTHETICS – Would the project:

- a) Have a substantial adverse effect on a scenic vista?

A 'Viewpoint and/or Passive Recreation Area', as defined by the Sabre Springs Community Plan (SSCP), was identified southeast of Poway Road and west of Sabre Springs Parkway within City-owned open space, as shown on Figure 11 of the SSCP. These areas "offer opportunities for resting and viewing without encroachment into creek habitat areas", as described in the SSCP (p. 54). There are no viewpoints or scenic vistas within, or adjacent to, the project area located within the Miramar Ranch North Community Plan (MRNCP) area.

Construction of a below-grade retaining wall system would be required in order to construct the bike path and provide proper support while minimizing encroachment into the adjacent City-owned open space. The retaining wall system would include two separate retaining walls (Walls 'A' and 'B') with a total length of approximately 1,350 linear feet (see Figures 2 and 3). Wall 'A' would have a maximum exposed height of six feet, and Wall 'B' a maximum exposed height of 12 feet. The portion of Wall 'B' exceeding six feet in height totals approximately 232 linear feet. A four-foot tall, black, vinyl-coated, chain-link fence would be constructed along the top of the retaining wall system.

A photo survey of the project site, as viewed from Poway Road, Sabre Springs Parkway and the open space area to the south of the site, was conducted to analyze potentially significant visual impacts to the surrounding environment that may occur as a result of project implementation. Visual simulations of the proposed bike path were also prepared as part of the overall visual analysis.

The project would not block or inhibit any views of the open space areas located north and/or south of Poway Road. Views of the retaining wall would not be clearly visible from either Poway Road or Sabre Springs Parkway due to the location of the retaining wall below Poway Road and the presence of mature vegetation and a large stand of eucalyptus trees blocking views across the open space area from Sabre Springs Parkway. Views of the retaining wall, including those areas of the wall exceeding six feet in height, are also obscured from viewing areas within the open space area to the south/southeast along the existing sewer access road as a result of mature vegetation and the aforementioned stand of mature eucalyptus trees.

The retaining wall would be clearly visible from limited viewing areas along the dirt path traversing the hillside southwest of the project site and Los Penasquitos Creek. None of these locations are identified as 'Viewpoint and/or Passive Recreation Area' per the SSCP. As a result of the incorporation of earth tone coloring and texturing of the retaining wall and overall limited visibility of the retaining wall, including those portions of the wall exceeding 6 feet in height, as viewed from the surrounding areas, the project would not result in a significant visual impact and/or adverse effect to a scenic vista.

- b) Substantially damage scenic resources, including but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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The project would is not located within a scenic highway, and there are no scenic resources such as trees or historic buildings within the project's Area of Potential Effect (APE). A stand alone hillside with exposed rock is located at the center of the site project south of Poway Road and the existing sidewalk as a result of previous grading necessary to construct Poway Road. The hillside would be cut at a 2:1 slope to allow for construction of the bike path, and would be revegetated per the approved revegetation and erosion control plan. Impacts to this small manufactured hillside would not substantially damage scenic resources along Poway Road. Please see I(a).

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

Please see I(a).

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

The Class I Bike Path would not create a new source of substantial amount of light and/or glare during, or after, construction. The materials used to construct the bike path and retaining wall system would be non-reflective and utilize colors that would primarily blend in with the surrounding environment (i.e. roadway and open space system).

II) **AGRICULTURAL AND FOREST RESOURCES:** In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. – Would the project:

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

The project would be located primarily within the developed public ROW and a small portion within City Open Space, both of which are not classified as farmland by the Farmland Mapping and



Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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Monitoring Program (FMMP). Similarly, land surrounding the proposed project is not in agricultural production, and is not classified as farmland by the FMMP. Therefore, the project would not convert farmland to non-agricultural uses.

- b) Conflict with existing zoning for agricultural use, or a Williamson Act Contract?

Please see II(a).

- c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 1220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?

The public ROW and land surrounding the proposed project is not zoned as forest land. Therefore, the bike path project would not conflict with existing zoning for forest land.

- d) Result in the loss of forest land or conversion of forest land to non-forest use?

The project is located primarily within the developed public ROW, and the land surrounding it is not designated forest land. Therefore, the project would not convert forest land to non-forest use.

- e) Involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?

No existing agricultural uses are located in proximity of the project site that could be affected by the project. Therefore, the project would not convert farmland to non-agricultural uses.

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

- a) Conflict with or obstruct implementation of the applicable air quality plan?

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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Construction of the project could increase the amount of harmful pollutants entering the air basin. However, construction emissions would be temporary and finite. The proposed bike bath would not generate emissions once operational. In addition, construction BMPs, such as watering for dust abatement, would reduce construction dust emissions by 75 percent. The project would not result in a conflict of air quality plans with the implementation of project BMPs during construction and the lack of operational emissions.

- b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?

The project would not result in any violations as described above. Please see III(a).

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

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

- d) Expose sensitive receptors to substantial pollutant concentrations?

Construction operations could temporarily increase the emissions of harmful pollutants, which could affect sensitive receptors adjacent to the project. However, construction emissions would be temporary, and it is anticipated that implementation of construction BMPs would reduce potential impacts related to construction activities to minimal levels. Therefore, the project would not expose sensitive receptors to substantial pollutant concentrations.

- e) Create objectionable odors affecting a substantial number of people?

Operation of construction equipment and vehicles could generate odors attributed to fuel combustion. These odors would be temporary, and would only remain in proximity to the

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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construction equipment and vehicles during operation. The project would not create objectionable odors affecting a substantial number of people.

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

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

The project is primarily located in an urban setting within the developed public ROW. However, a portion of the project is also located within, and adjacent to, City-owned open space and the City's MHPA. One sensitive plant species (i.e. San Diego barrel cactus) was observed during the field survey on the south-facing slope approximately 83 feet south of the project site outside the limits of work. San Diego barrel cactus is a MSCP-covered species. The project would not result in direct or indirect impacts to this species as a result of project implementation.

No sensitive wildlife species were observed during the field site survey. However, coastal California gnatcatcher (CAGN), Southern California rufous-crowned sparrow and Belding's orange-throated whiptail were listed as having a moderate potential to occur on-site as a result of a search of the California Natural Diversity Database mapping previous sighting locations of these species within two miles of the project site. Cooper's hawk was listed as having a high potential of occurrence off-site within the stand of mature eucalyptus trees located south/southeast of the project site. Mule deer scat was observed in the canyon area south of the project area. All of these wildlife species are covered under the City's MSCP Subarea Plan and listed as a "species of special concern" by the California Department of Fish and Game, with the exception of the mule deer. CAGN is also listed as a federally threatened species.

The project would be required to implement protocol surveys for CAGN and pre-construction nesting bird surveys for raptors, Southern California rufous-crowned sparrow and migratory birds, in general. Potential edge effects to mule deer and Belding's orange-throated whiptail would be mitigated to below a level of significance through conformance with the MSCP's Land Use Adjacency Guidelines (LUAG) (Section 1.4.3). Implementation of nesting surveys and conformance with the MSCP's LUAG, as described in Section V. Mitigation, Monitoring and Reporting Program (MMRP), would reduce the potential for substantial adverse effects to candidate, sensitive, or special status species to below a level of significance.

- b) Have a substantial adverse effect on any riparian habitat or other community identified in local or regional plans, policies, and

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?

RECON conducted a general biological survey of the approximately 1.06-acre site on January 6, 2009. Per the results of the survey and vegetation mapping, 0.30 acre of the site is developed, 0.71 acre contains coastal sage scrub (CSS) and 0.05 acre contains non-native grasslands (NNG). Approximately 0.14 acre of the 1.06 acre site is located within the City's MHPA.

The City's Land Development Code Biology Guidelines categorizes upland habitats into four tiers of sensitivity (i.e. Tiers I, II, IIIA and IIIB, and IV). CSS is a categorized as Tier II habitat and NNG a Tier IIIB habitat. Upland habitats listed as Tier I, II, IIIA or IIIB are defined as sensitive biological resources and subject to the City's Environmentally Sensitive Lands regulations. Developed land is categorized as a Tier IV habitat. Tier IV habitats are not considered sensitive.

Per the City's Significance Determination Thresholds, total sensitive upland impacts (Tiers I, II, IIIA and IIIB) less than 0.10 acre are not considered significant, and do not require mitigation. Construction of the Class I Bike Path would result in impacts to 0.71 acre of CSS, of which 0.08 is located within the MHPA, and 0.05 acre of NNG. In accordance with the City's Biology Guidelines for upland mitigation ratios (Table 3), impacts to Tier II upland communities requires mitigation for impacts at a 1:1 ratio if the location of the impact is either within or outside of the MHPA and the location of the preservation occurs within the MHPA. Impacts to Tier IIIB upland communities requires mitigation for impacts at a 0.5:1 ratio if impacts occur outside of the MHPA and the location of preservation occurs within the MHPA. Based upon the upland mitigation ratios, total impacts to CSS and NNG would require ~~0.74~~ 0.76 acre of compensatory mitigation. Mitigation in accordance with the City's Biology Guidelines would be achieved through payment into the City's Habitat Acquisition Fund, which collects and allocates funds for the purchase and conservation of lands within the City's MHPA.

No impacts to riparian habitat would occur as a result of project implementation. The average buffer between the edge of the riparian habitat along Los Penasquitos Creek and the retaining wall would be 145 feet, or a range of 83 feet to 231 feet. There is an elevation difference of 40 feet from the proposed work area and Los Penasquitos Creek below, and a linear distance of 195 feet from the north edge of the bike path to the pond north of Poway Road. These linear and elevation differences provide natural buffers, which would preclude any substantial adverse effects on riparian habitat.

- c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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Clean Water Act (including but not limited to marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

The natural buffers located between the project site and Los Penasquitos Creek to the south of the site would preclude any substantial adverse effects to federally protected wetlands. Please see IV(b).

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

The project site does not contain any wildlife corridors, and would not substantially interfere with the movement of native or migratory fish and/or wildlife species or established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites. Conformance with the MSCP's LUAG (Section 1.4.3) and the Migratory Bird Treaty Act and implementation of pre-construction nesting bird surveys for raptors, CAGN, Southern California rufous-crowned sparrow and migratory bird species would reduce the potential for temporary direct and/or indirect impacts to below a level of significance.

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

The proposed project would not conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance. No mature trees would be removed, and all impacts to sensitive biological resources would be mitigated for in compliance with the City's Biology Guidelines and MSCP Subarea Plan.

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

The project would not substantially conflict with the provisions of any habitat conservation plan. The project site is located partially within the City's MHPA, and would conform to the City's MSCP Subarea Plan and the Land Use Adjacency Guidelines.

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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V. CULTURAL RESOURCES – Would the project:

- a) Cause a substantial adverse change in the significance of an historical resource as defined in §15064.5?

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

The project site is mapped within a high sensitive area for potential archaeological resources. A records search, historical resources survey and subsequent report were conducted and prepared by RECON Environmental, Inc. in order to determine whether or not the project would result in significant impacts to potential cultural resources.

According to the historical resources report, approximately 75 percent of the bike path would be situated on a large fill slope created during the construction of Poway Road. No prehistoric or historic sites have been previously recorded within the project area. One prehistoric site, CA-SDI-9908 (SDM-W-3481), is mapped by the South Coastal Information Center approximately 10 meters south of the project impact boundary on a natural slope. Further review of the original site map that accompanied the site record form indicates the location is located approximately 32 meters south of the project site at the base of the slope, approximately 10 meters from Los Penasquitos Creek, away from the project site.

A field site survey of the project area and CA-SDI-9908 was conducted in the presence of a Native American monitor. No historic or prehistoric resources were discovered during the survey. Based upon the results of the records search and field site survey, the project would not have the potential to result in significant impacts to any historical and/or archaeological resources as defined in §15064.5 and therefore, no mitigation is required for the project.

- b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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See V(a).

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

No unique geologic features are located within the project site. The project is underlain by fill material and Santiago Peak Volcanics, both of which have no potential for paleontological resources in this area.

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

The potential to encounter human remains within the project APE is not likely due the disturbed nature of the slope and existing sidewalk. This determination is also based on the negative results of the field survey conducted by RECON. Please refer to section V(a). There would be no impact in this category.

#### VI. GEOLOGY AND SOILS – Would the project:

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

A geotechnical investigation was performed by GEOCON Inc. to evaluate the soil and geologic conditions, and determine appropriate construction methods for the bike path. The investigation indicated the nearest known active fault to be the Rose Canyon Fault, located approximately 11 miles west of the site. The project would utilize proper engineering design and standard construction practices in order to ensure that potential impacts in this category based on regional geologic hazards would remain less than significant. Therefore, risks from rupture of a known earthquake fault would remain less than significant.

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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- ii) Strong seismic ground shaking?

The proposed project would not expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving strong seismic ground shaking. The design of the proposed project would utilize proper engineering design and standard construction practices to ensure that the potential for impacts from ground shaking would remain less than significant.

- iii) Seismic-related ground failure, including liquefaction?

Due to the lack of a permanent, near-surface groundwater table and the nature of the underlying soil and rock, liquefaction potential for the site is very low. Please also refer to IV(a)(i) and (ii).

- iv) Landslides?

Per the results of the geotechnical investigation, there are no landslides or land deposits that could adversely impact the project site.

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

Construction of the proposed project would take place partially within the developed public right of way and all disturbances to the street and sidewalk would be replaced in kind to the satisfaction of the City Engineer. Construction along the south facing slope would result in permanent and temporary impacts require revegetation in accordance with the City's Landscape Standards and implementation of BMP's. Therefore there would be no soil erosion or loss of topsoil.

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

No soil or geologic conditions were encountered during the geotechnical investigation that would preclude the construction of the bike path. The design of the proposed project would utilize



Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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proper engineering design and utilization of standard construction practices would ensure that the potential for impacts would be less than significant.

- d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?

The USDA Soil Survey maps have designated the soil at the project location as being Urban Developed. Urban Developed soils are defined as soil that have been so altered by urban works that soil identification is not possible. The design of the proposed project would utilize proper engineering design and utilization of standard construction practices would ensure that the potential for impacts would be less than significant.

- e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?

The project would construct a bike path. Septic tanks or alternative wastewater systems would not be used. Therefore, no impact with regard to the capability of soils to adequately support the use of septic tanks or alternative wastewater disposal systems would occur as a result of the project.

**VII. GREENHOUSE GAS EMISSIONS - Would the project:**

- a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

The City of San Diego is utilizing the California Air Pollution Control Officers Association (CAPCOA) report "CEQA and Climate Change" (CAPCOA 2009) to determine whether a GHG analysis would be required for submitted projects. The CAPCOA report references a 900 metric ton guideline as a conservative threshold for requiring further analysis and possible mitigation. This emission level is based on the amount of vehicle trips, the typical energy and water use associated with projects, and other factors.

CAPCOA identifies project types that are estimated to emit approximately 900 metric tons of GHG's annually. This 900 metric ton threshold is roughly equivalent to 36,000 square feet of office space, 11,000 square feet of retail, 50 residential units, and 6,300 square feet of supermarkets. Since the sewer project being considered in this CEQA document does not fit the categories listed above the project conducted an independent modeling analysis to determine the level of GHG emissions. The Roadway Construction Emissions Model is a spreadsheet program created by the Sacramento Metropolitan Air Quality Management District to analyze construction related GHGs (i.e. Carbon

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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Dioxide) and was utilized to quantify the project's GHG emissions. The model utilizes project information (e.g. total construction months, project type and total project area) to quantify GHG emissions from heavy-duty construction equipment, haul trucks, and worker commute trips associated with linear construction projects. The output of the model is carbon dioxide (CO2) which is the major contributor of GHGs.

The Roadway Construction Emissions Model was conducted for this project. The results demonstrated that during the six months of construction the project would produce approximately 183 metric tons of CO2 per year. The output for the project falls well below the 900 metric ton per year figure. Therefore, based upon the analysis showed above the project would result in a less than significant CEQA Greenhouse gas impact and mitigation would not be required.

- b) Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

Please see VII(a). It is anticipated that the project would not conflict with any applicable plans, policies, or regulations related to greenhouse gases.

VIII. HAZARDS AND HAZARDOUS MATERIALS – Would the project:

- a) Create a significant hazard to the public or the environment through routine transport, use, or disposal of hazardous materials?

Construction of the project may require the use of hazardous materials (fuels, lubricants, solvents, etc.), which would require proper storage, handling, use and disposal; however, the project would not routinely transport, use or dispose of hazardous materials. Therefore, the project would not create a significant hazard to the public or environment.

- b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

The construction and use of a bike path would not have the potential to result in reasonably foreseeable upset and accident conditions involving the release of hazardous materials.

- c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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The project would not handle hazardous materials or emit hazardous materials within one-quarter mile of an existing or proposed school. Please see VIII(a).

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

The project site is not included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5.

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

The project is located within the Airport Influence Area (Area 2) for MCAS Miramar which has an approved ALUCP. The project site is located within the overflight path for MCAS Miramar. However, the project involves only the construction of a bike path along an existing public right-of-way (Poway Road) and therefore, the project in and of itself would not introduce any new features that would have the potential to create a flight hazard affecting the safety of people residing or working in or around the project area.

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

The project is not located within the vicinity of a private airstrip. Please see VIII(f).

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

Construction of the project would temporarily affect traffic circulation for the eastbound lanes along Poway Road. However, an approved Traffic Control Plan would be implemented during construction which would allow emergency plans to be employed. Therefore, the project would not

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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physically interfere with an adopted emergency response plan or emergency evacuation plan.

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

The project is located primarily within the developed public ROW. However, some work would occur within and adjacent to City-owned open space containing native vegetation such as coastal sage scrub and non-native grasses. Fire safety measures would be required during construction to prevent wildland fires from occurring.

**IX. HYDROLOGY AND WATER QUALITY - Would the project:**

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

In order to minimize potential water quality impacts, the project would be required to implement construction storm water BMPs and standard permanent BMPs. Conformance with these BMPs, as outlined in the approved SWPPP, and conformance with the City's Stormwater Regulations would prevent or effectively reduce water quality impacts. Therefore, the project would not result in a violation of any existing water quality standards or waste discharge requirements.

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

The project would not require the use of groundwater. Conversion of the existing five-foot wide sidewalk to a new, 10-foot wide bike path would not substantially interfere with groundwater recharge.

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

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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off-site?

All existing drainage systems would remain the same with the inclusion of a new, 18-inch storm drain pipe connecting a new grate inlet to the existing storm drain system (see Figure 2). The project would not result in a substantial alteration to the existing drainage patterns along Poway Road or substantially increase runoff volume. Therefore, the project would not result in substantial erosion or siltation on- or off-site as a result of substantially altered drainage patterns.

- d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner, which would result in flooding on- or off-site?

Please see IX(c).

- e) Create or contribute runoff water, which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?

Please see IX(a) and (c).

- f) Otherwise substantially degrade water quality?

Please see IX(a).

- g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?

The project does not propose construction of any new housing within a 100-year flood hazard area as mapped by FEMA.

- h) Place within a 100-year flood hazard area, structures that would impede or redirect flood flows?

The project does not propose any new structures within a 100-year flood hazard area that would

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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impede or redirect flood flows.

- i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?

The project would not include any new project features that would increase the risk associated with flooding beyond those of the existing conditions.

- j) Inundation by seiche, tsunami, or mudflow?

The project would not include any new project features that would increase the risk associated with seiche, tsunami, or mudflow beyond those of the existing conditions.

X. LAND USE AND PLANNING – Would the project:

- a) Physically divide an established community?

Implementation of the project would not introduce any features that could divide an established community.

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

The 'Alternate Transport Mode' shown in Figure 19 of the SSCP's Transportation Element specifically identifies a Class I Bike Path along Poway Road in the same location as the project site. The project would generally conform to both the SSCP and MRNCP, and would not significantly conflict with either of the plans' goals, recommendations or policies. The project would not conflict with any other applicable land use plans, policies, or regulations of an agency with jurisdiction over the project with the exception of the City of San Diego's MSCP Subarea Plan as a result of indirect impacts and direct impacts to approximately 0.14 acres within the MHPA.

The project would be required to comply with the MSCP Subarea Plan's LUAG (Section 1.4.3) in order to reduce indirect impacts, such as lighting and drainage, to below a level of significance. Specific LUAG mitigation measures have been included in Section V. MMRP of the MND addressing the LUAG. Direct impacts to upland habitat within the MHPA would be mitigated in

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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accordance with the City of San Diego's Biology Guidelines, as discussed in Section IV(a) above.

Conformance with the MSCP Subarea Plan's LUAG and inclusion of mitigation measures addressing both indirect and direct impacts within the MHPA would reduce potentially significant land use impacts to below a level of significance.

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

Please see X(b).

**XI. MINERAL RESOURCES – Would the project?**

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

The project is located primarily within the public ROW. The areas surrounding the project are not being used for the recovery of mineral resources. Similarly, these areas surrounding the project site are not designated for the recovery of mineral resources on the City of San Diego General Plan Land Use Map. Therefore, the project would not result in the loss of availability of a known mineral resource.

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

The areas surrounding the project site is not designated for the recovery of mineral resources on the City of San Diego General Plan Land Use Map. Therefore, the project would not result in the loss of availability of a locally important mineral resource recovery site.

**XII. NOISE – Would the project result in:**

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

The development of the project would generate noise from construction. However, it would be temporary and transitory in nature. Construction noise would be required to comply with §59.5.0404 of the City of San Diego Municipal Code. Therefore, people would not be exposed to noise levels in

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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excess of any noise regulations.

- b) Exposure of persons to, or generation of, excessive ground borne vibration or ground borne noise levels?

Ground vibrations and ground borne noise levels generated during construction would be temporary and intermittent. The project site is not located immediately adjacent to commercial or residential structures where persons gather. Therefore, the project would not result in the significant exposure of persons to such impacts. Please see XII(a).

- c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?

The project would not result in, or generate, any permanent noise impacts as it is a bike path only. Temporary noise impacts that are considered to be less than significant would occur. Please refer to XII(a).

- d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above existing without the project?

Construction of the project would result in a temporary increase in the ambient noise levels in the project vicinity. However, based upon the transitory nature of the project and the surrounding noise levels in the area resulting from traffic along Poway Road, the increase in ambient noise would be less than significant.

- e) For a project located within an airport land use plan, or, where such a plan has not been adopted, within two miles of a public airport or public use airport would the project expose people residing or working in the area to excessive noise levels?

The project is located within the Airport Influence Area (Area 2) for MCAS Miramar which has an approved ALUCP. The project site is located within the overflight path for MCAS Miramar. However, the project involves only the construction of a bike path along an existing public right-of-way (Poway Road) and therefore, the project in and of itself would not expose people residing or working in the project area to excessive noise levels beyond those associated with what currently exist.

- f) For a project within the vicinity of a private airstrip, would the project



Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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expose people residing or working in the project area to excessive noise levels?

The project is not located within proximity to a private airstrip which would expose people using the newly constructed bicycle path to excessive noise levels beyond those associated with existing conditions. No impacts would result.

**XIII. POPULATION AND HOUSING – Would the project:**

- a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

The project would not result in the construction of new homes, businesses or roads. Construction of the bike path at this location is identified within the Transportation Plan Element of the SSCP. The project would not induce substantial population growth.

- b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?

The project would not result in the displacement of any existing housing, or otherwise affect existing housing in any way that would necessitate the construction of replacement housing.

- c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?

The project would not result in the displacement of any existing housing or other structures, or otherwise affect existing housing or other structures in any way that would result in the displacement of any people.

**XIV. PUBLIC SERVICES**

- a) Would the project result in substantial adverse physical impacts associated with the provisions of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

- i) Fire Protection

The project would not physically alter any fire protection facilities. Expansion of the existing sidewalk to accommodate a bike bath would not require any new or altered fire protection services.

- ii) Police Protection

The project would not physically alter any police protection facilities. Expansion of the existing sidewalk to accommodate a bike bath would not require any new or altered police protection services.

- iii) Schools

The project would not physically alter any schools. Additionally, the project would not include construction of future housing or induce growth that could increase demand for schools in the area.

- v) Parks

The project would not physically alter any parks. Therefore, the project would not create demand for new parks or other recreational facilities.

- vi) Other public facilities

The project would not increase the demand for electricity, gas, or other public facilities. Construction of the Class I Bike Path would implement part of the Transportation Element described in the SSCP.

**XV. RECREATION –**

- a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

Implementation of the project would improve the local pedestrian access system by increasing the width of the existing sidewalk to accommodate bike travel. The improvements would not increase the use of existing neighborhood and regional parks. The project would not directly generate additional trips to existing recreation areas or induce future growth that would result in additional

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

trips to these facilities. Therefore, the project would not increase the use of existing recreational areas such that substantial physical deterioration of the facility would occur or be accelerated.

- b) Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?

The project would not include or require the construction or expansion of recreational facilities. Therefore, there is no potential for such adverse physical effects on the environment related to such activities.

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

- a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?

The proposed Class I Bike Path is consistent with the goals of the Transportation Element within the SSCP, which identifies a Class I Bike Path along the south side of Poway Road. Construction of the bicycle path would temporarily affect traffic circulation along the eastbound lane of Poway Road. However, an approved Traffic Control Plan would be implemented during construction so that traffic circulation would not be substantially impacted as a result of construction. Therefore, the project would not result in a conflict with the SSCP, ordinance or any other policies establishing measures of effectiveness for the performance of the circulation system within this area or surrounding areas.

- b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?

Construction of the project would temporarily affect traffic circulation along the eastbound lane of Poway Road. However, an approved Traffic Control Plan would be implemented during construction

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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so that traffic would not exceed cumulative or individual levels of service.

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

The project does not include any tall structures or new features that could affect air traffic patterns or introduce new safety hazards related to air traffic.

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

The project was designed to meet City engineering standards. Expansion of the width of the existing sidewalk to accommodate a bike path would not result in an increase in traffic and/or pedestrian hazards, or result in an incompatible use since the bike path has been identified within the local community plan and was an anticipated future improvement during the community plan environmental review process.

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

Construction of the project would temporarily affect traffic circulation along the eastbound lane of Poway Road. However, an approved Traffic Control Plan would be implemented during construction so that adequate emergency access would be provided in case of an emergency.

- f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?
- |                          |                          |                          |                                     |
|--------------------------|--------------------------|--------------------------|-------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--------------------------|--------------------------|--------------------------|-------------------------------------|

The project is consistent with the Transportation Element within the SSCP, and would not result in any conflicts as described above.

**XVII. UTILITIES AND SERVICE SYSTEMS – Would the project:**

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

The project would construct a bike path. No wastewater treatment components are required or

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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necessary for this project.

- b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	--------------------------	--------------------------	-------------------------------------

The project would construct a bike path, which would not require or necessitate the construction of any new water or wastewater treatment facilities.

- c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	--------------------------	--------------------------	-------------------------------------

The project would result in minor alterations to the existing storm water drainage facilities along the south side of Poway Road to accommodate a new 18-inch storm drain pipe connecting a new grate inlet to the existing storm drain system along Poway Road. No new or expanded storm water drainage facilities would be required or constructed which would result in significant environmental effects.

- d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	--------------------------	--------------------------	-------------------------------------

The project would not require the use of any permanent water source and, therefore, would not impact existing water supplies.

- e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	--------------------------	--------------------------	-------------------------------------

The project would not generate wastewater and, therefore, would not impact an existing wastewater treatment provider.

- f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	--------------------------	--------------------------	-------------------------------------

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

needs?

Construction of the project would likely generate waste associated with construction activities. This waste would be disposed of in conformance with all applicable local and state regulations pertaining to solid waste including permitting capacity of the landfill serving the project area. Materials able to be recycled shall be done to local standards regulating such activity. Operation of the project would not generate waste and, therefore, would not affect the permitted capacity of the landfill serving the project area.

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

Any solid waste generated during construction related activities would be recycled or disposed of in accordance with all applicable local state and feral regulations.

**XVIII. MANDATORY FINDINGS OF SIGNIFICANCE –**

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

Implementation of the mitigation measures shown in Section V. MMRP of the MND would reduce potentially significant impacts to sensitive biological resources and land use (i.e. MSCP Subarea Plan) to below a level of significance. See detailed discussion under Sections IV and X of the checklist.

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



Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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The project does not have the potential to result in cumulatively considerable impacts with implementation of the mitigation measures identified for Biological Resources and Land Use (MSCP/MHPA) identified in Section V. MMRP of the MND.

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

Construction of the Class I Bike Path would not result in any environmental effects which would cause substantial adverse effects on human beings.

## INITIAL STUDY CHECKLIST

### REFERENCES

#### I. AESTHETICS / NEIGHBORHOOD CHARACTER

- City of San Diego General Plan
- Community Plan
- Local Coastal Plan

#### II. AGRICULTURAL RESOURCES & FOREST RESOURCES

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

#### III. AIR QUALITY

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

#### IV. BIOLOGY

- City of San Diego, Multiple Species Conservation Program (MSCP), Subarea Plan, 1997
- City of San Diego, MSCP, "Vegetation Communities with Sensitive Species and Vernal Pools" Maps, 1996
- City of San Diego, MSCP, "Multiple Habitat Planning Area" maps, 1997
- Community Plan - Resource Element
- California Department of Fish and Game, California Natural Diversity Database, "State and Federally-listed Endangered, Threatened, and Rare Plants of California," January 2001
- California Department of Fish & Game, California Natural Diversity Database, "State and Federally-listed Endangered and Threatened Animals of California," January 2001
- City of San Diego Land Development Code Biology Guidelines

X Site Specific Report: *Results of a Biological Resources Survey for the Poway Road Bike Path (RECON Number 4894B)* prepared by RECON Environmental, Inc., January 7, 2011

**V. CULTURAL RESOURCES (INCLUDES HISTORICAL RESOURCES)**

X City of San Diego Historical Resources Guidelines

X City of San Diego Archaeology Library

\_\_\_ Historical Resources Board List

\_\_\_ Community Historical Survey:

X Site Specific Report: *Results of Historical Resources Survey of the Poway Road Bike Path Project, San Diego, California* prepared by RECON Environmental, Inc., January 30, 2009

**VI. GEOLOGY/SOILS**

X City of San Diego Seismic Safety Study

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

X Site Specific Report: *Geotechnical Investigation, Poway Road Bike Path, San Diego, California* prepared by GEOCON, Inc., July 21, 2009

**VII. GREENHOUSE GAS EMISSIONS**

X Site Specific Report: *'Roadway Construction Emissions Model prepared for Poway Road Bike Path'*

**VIII. HAZARDS AND HAZARDOUS MATERIALS**

X San Diego County Hazardous Materials Environmental Assessment Listing

\_\_\_ San Diego County Hazardous Materials Management Division

\_\_\_ FAA Determination

X State Assessment and Mitigation, Unauthorized Release Listing, Public Use Authorized

X Airport Land Use Compatibility Plan (MCAS Miramar)

\_\_\_ Site Specific Report:

**IX. HYDROLOGY/WATER QUALITY**

X Flood Insurance Rate Map (FIRM)

Federal Emergency Management Agency (FEMA), National Flood Insurance Program -  
Flood Boundary and Floodway Map

Clean Water Act Section 303(b) list, [http://www.swrcb.ca.gov/trmdl/303d\\_lists.html](http://www.swrcb.ca.gov/trmdl/303d_lists.html).

Site Specific Report:

**X. LAND USE AND PLANNING**

City of San Diego General Plan

Community Plan

Airport Land Use Compatibility Plan (MCAS Miramar)

City of San Diego Zoning Maps

FAA Determination

**XI. MINERAL RESOURCES**

California Department of Conservation - Division of Mines and Geology, Mineral Land  
Classification

Division of Mines and Geology, Special Report 153 - Significant Resources Maps

California Geological Survey - SMARA Mineral Land Classification Maps

Site Specific Report:

**XII. NOISE**

Community Plan

San Diego International Airport Master Plan CNEL Maps

MCAS Miramar ACLUP

Brown Field Airport Master Plan CNEL Maps

Montgomery Field CNEL Maps

San Diego Association of Governments - San Diego Regional Average Weekday Traffic  
Volumes

San Diego Metropolitan Area Average Weekday Traffic Volume Maps, SANDAG

City of San Diego General Plan

Site Specific Report:

**XIII. PALEONTOLOGICAL RESOURCES**

City of San Diego Paleontological Guidelines.

Deméré, Thomas A., and Stephen L. Walsh, "Paleontological Resources City of San Diego," Department of Paleontology, San Diego Natural History Museum, 1996

X Kennedy, Michael P., and Gary L. Peterson, "Geology of the San Diego Metropolitan Area, California. Del Mar, La Jolla, Point Loma, La Mesa, Poway, and SW 1/4 Escondido 7 1/2 Minute Quadrangles," California Division of Mines and Geology Bulletin 200, Sacramento, 1975

\_\_\_\_\_ Kennedy, Michael P., and Siang S. Tan, "Geology of National City, Imperial Beach and Otay Mesa Quadrangles, Southern San Diego Metropolitan Area, California," Map Sheet 29, 1977

\_\_\_\_\_ Site Specific Report:

**XIV. POPULATION / HOUSING**

X City of San Diego General Plan

X Community Plan

\_\_\_\_\_ Series 11 Population Forecasts, SANDAG

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

**XV. PUBLIC SERVICES**

X City of San Diego General Plan

X Community Plan

**XVI. RECREATIONAL RESOURCES**

X City of San Diego General Plan

X Community Plan

X Department of Park and Recreation

X City of San Diego - San Diego Regional Bicycling Map

\_\_\_\_\_ Additional Resources:

**XVII. TRANSPORTATION / CIRCULATION**

X City of San Diego General Plan

X Community Plan

\_\_\_\_\_ San Diego Metropolitan Area Average Weekday Traffic Volume Maps, SANDAG

\_\_\_\_\_ San Diego Region Weekday Traffic Volumes, SANDAG

\_\_\_\_\_ Site Specific Report:

**XVIII. UTILITIES**

X City of San Diego General Plan

X Community Plan

\_\_\_ Site Specific Report:

**XIX. WATER CONSERVATION**

X City of San Diego General Plan

\_\_\_ Community Plan

\_\_\_ Sunset Magazine, New Western Garden Book. Rev. ed. Menlo Park, CA: Sunset Magazine

\_\_\_ Site Specific Report:



**APPENDIX B**

**MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE**

## Materials Typically Accepted by Certificate of Compliance

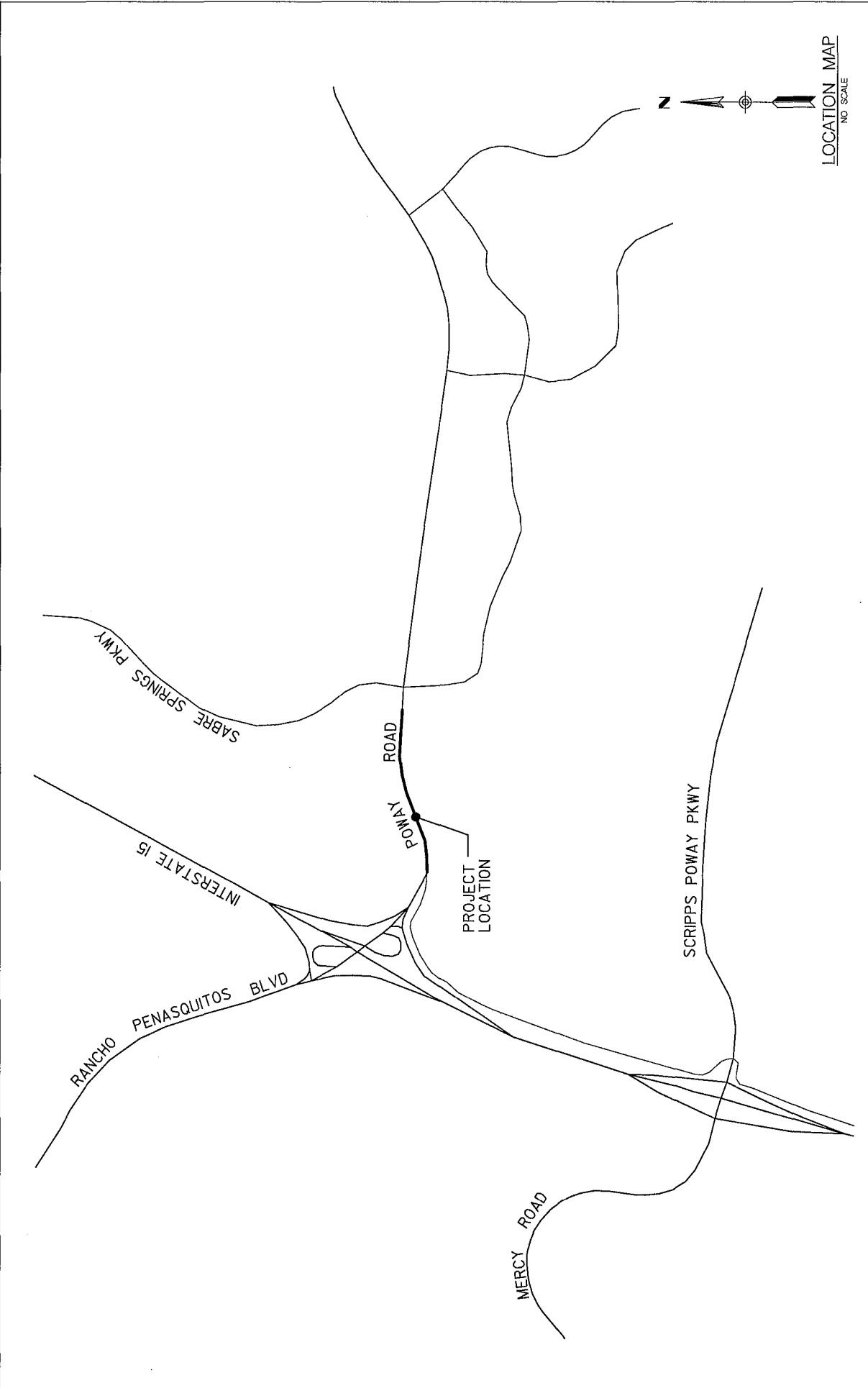
1. Soil amendment
2. Fiber mulch
3. PVC or PE pipe up to 16 inch diameter
4. Stabilizing emulsion
5. Lime
6. Preformed elastomeric joint seal
7. Plain and fabric reinforced elastomeric bearing pads
8. Steel reinforced elastomeric bearing pads
9. Waterstops (Special Condition)
10. Epoxy coated bar reinforcement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

**APPENDIX C**  
**SAMPLE CITY INVOICE**

City of San Diego, Field Engineering Div., 9485 Aero Drive, SD CA 92123						Contractor's Name:					
Project Name:						Contractor's Address:					
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						
<b>CHANGE ORDERS</b>											
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-Increase 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)						
<b>SUMMARY</b>							Total This	\$ -	Total Billed		\$0.00
A. Original Contract Amount						<b>Retention and/or Escrow Payment Schedule</b>					
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 D**  
**LOCATION MAP**

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**APPENDIX E**  
**CALTRANS ENCROACHMENT PERMIT**

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STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION  
**ENCROACHMENT PERMIT**  
 TR-0120 (REV. 6/2000)

In compliance with (Check one):

- Your application of DECEMBER 24, 2012
- Utility Notice No. \_\_\_\_\_ of \_\_\_\_\_
- Agreement No. \_\_\_\_\_ of \_\_\_\_\_
- R/W Contract No. \_\_\_\_\_ of \_\_\_\_\_

Permit No. <b>11-12-NTK-0691</b>	
Dist/Co/Rte/PM <b>11-SD-15/M17.95-M18.18</b>	
Date <b>FEBRUARY 19, 2013</b>	
Fee Paid \$ <b>EXEMPT</b>	Deposit \$ <b>EXEMPT</b>
Performance Bond Amount (1) \$ <b>N/A</b>	Payment Bond Amount (2) \$ <b>N/A</b>
Bond Company <b>N/A</b>	
Bond Number (1) <b>N/A</b>	Bond Number (2) <b>N/A</b>

TO: CITY OF SAN DIEGO  
 600 B STREET, SUITE 800  
 SAN DIEGO, CA 92101

ATTN: BRAD JOHNSON  
 PHONE: (619) 533-5120

, PERMITTEE

And subject to the following, PERMISSION IS HEREBY GRANTED to:

enter upon State Highway right of way in San Diego County, City of San Diego, on Route 15, post mile M17.95 to M18.18, to place temporary K-Rail and temporary traffic control to facilitate work outside of the right of way, as shown on the attached plans, in accordance with the requirements and conditions contained herein, and as further directed or approved by the State's Inspector, Ralph Yanzon, telephone number (619) 718-7894, cell number (858) 688-1458.

The State's Inspector shall be notified seven working days prior to starting work.

Working hours shall be 9:00 P. M. to 5:00 A. M., Sunday through Thursday, or as directed or approved by the State's Inspector.

No vehicles or equipment shall be parked within the highway right of way at any time, except for those vehicles or that equipment actually engaged in the work, during the working hours specified herein.

(CONTINUED)

THIS PERMIT IS NOT A PROPERTY RIGHT AND DOES NOT TRANSFER WITH THE PROPERTY TO A NEW OWNER

The following attachments are also included as part of this permit (Check applicable):

- Yes  No General Provisions
- Yes  No Utility Maintenance Provisions
- Yes  No Special Provisions
- Yes  No A Cal-OSHA permit, if required: Permit No. \_\_\_\_\_
- Yes  No As-Built Plans Submittal Route Slip for Locally Advertised Projects
- Yes  No Water Pollution Control Plan

In addition to fee, the permittee will be billed actual costs for:

- Yes  No Review
- Yes  No Inspection
- Yes  No Field Work

(If any Caltrans effort expended)

Yes  No The information in the environmental documentation has been reviewed and is considered prior to approval of this permit.

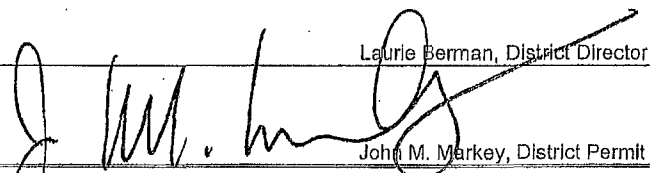
This permit is void unless the work is complete before **DECEMBER 31, 2013.**

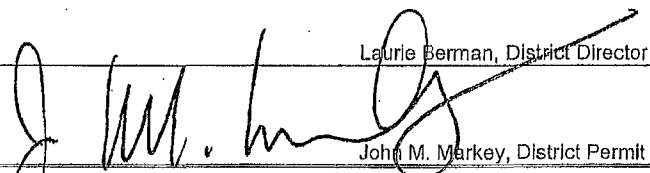
This permit is to be strictly construed and no other work other than specifically mentioned is hereby authorized.  
 No project work shall be commenced until all other necessary permits and environmental clearances have been obtained.

BG:bg  
 cc: Permits  
 BStinnett, Reg. Mgr.  
 RYanzon, Inspector  
 Permittee \_\_\_\_\_  
 Contractor \_\_\_\_\_

APPROVED:

BY:

  
 Laurie Berman, District Director

  
 John M. Markey, District Permit Engineer

CITY OF SAN DIEGO  
11-12-NTK-0691  
FEBRUARY 19, 2013  
PAGE TWO

Permittee's Contractor is responsible for the actual cost of inspection, which may be more or less than the deposit. A bill or refund shall be sent upon satisfactory completion of the work. Payment of any bill is a condition of the permit.

Notwithstanding General Provision No. 4, your contractor is required to apply for and obtain an encroachment permit prior to starting work. A permit inspection deposit fee of \$1,066.00 will be required upon submittal of the application to perform the work.

The State of California, Department of Transportation, makes no assurance or expressed warranty that the plans are complete or that the planned construction fits field conditions. Should additional work or modifications of the work be required in order to meet established Department Standards or in order to fit field conditions, the work shall be performed by Permittee as directed by the State's Inspector at no cost to the State.

All work shall be coordinated with the State highway contractor's operations and under no circumstances shall the work granted herein interfere. All standards of construction shall be identical to similar work performed under adjacent highway contract.

Traffic control when permitted or directed by the State's Inspector, shall consist of closing traffic lanes and shoulders in accordance with Part 6 of the January, 2012 edition of the California Manual on Uniform Traffic Control Devices (California MUTCD), the provisions of Section 12, "Temporary Traffic Control," of the Standard Specifications, and these special provisions, including the attached TRAFFIC CONTROL SYSTEM, T-10 T-10A (SHOULDER CLOSURE), T-11 and the attached TRAFFIC CONTROL PLANS.

If any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Permittee shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

**PUBLIC SAFETY.** The Permittee shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.04, "Public Safety," of the Standard Specifications and these special provisions.

The Permittee shall install temporary railing (Type K) between a lane open to public traffic and an excavation, obstacle or storage area when the following conditions exist:

- A. Excavations-The near edge of the excavation is 12 feet or less from the edge of the lane, except:
  - 1. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
  - 2. Excavations less than one foot deep.

3. Trenches less than one foot wide for irrigation pipe or electrical conduit, or excavations less than one foot in diameter.
4. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
5. Excavations in side slopes, where the slope is steeper than 4:1 (horizontal:vertical).
6. Excavations protected by existing barrier or railing.

B. Temporarily Unprotected Permanent Obstacles-The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Permittee elects to install the obstacle prior to installing the protective system; or the Permittee, for the Permittee's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.

C. Storage Areas-Material or equipment is stored within 12 feet of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these special provisions.

The approach end of temporary railing (Type K), installed in conformance with the provisions in this section "Public Safety" and in Section 7-1.04, "Public Safety," of the Standard Specifications, shall be offset a minimum of 15 feet from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than one foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15-foot minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Temporary railing (Type K) shall be secured in place before starting work for which the temporary railing is required.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, the Permittee shall close the adjacent traffic lane unless otherwise provided in the Standard Specifications and these special provisions:

Approach Speed of Public Traffic (Posted Limit) (Miles Per Hour)	Work Areas
Over 45	Within 6 feet of a traffic lane but not on a traffic lane
35 to 45	Within 3 feet of a traffic lane but not on a traffic lane

The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the Permittee shall not reduce the width of an existing lane to less than 10 feet without written approval from the Engineer.

~~When work is not in progress on a trench or other excavation that required closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.~~

Suspended loads or equipment shall not be moved nor positioned over public traffic or pedestrians.

Full compensation for conforming to the provisions in this section "Public Safety," including furnishing and installing temporary railing (Type K) and temporary crash cushion modules, shall be by the Permittee at his own expense.

The provisions in this section will not relieve the Permittee from his responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7-1.04, of the Standard Specifications.

Upon completion of the work, the attached card shall be completed and returned.

The following District Standard Special Provisions are generalizations of the Department Standard Specifications and are included only as a Permittee convenience. Permittee's attention is directed to the current Department Standard Specifications for complete, unabridged, specification requirements.

Once begun, that portion of the work within the State Highway right of way shall be prosecuted to completion as rapidly as possible.

All personnel on foot within the State Highway right of way shall wear personal protective equipment, including safety glasses, hard hats and American National Standards Institute (ANSI) compliant Class II vests. In addition, all personnel working at night, on foot within the State Highway right of way shall wear ANSI Class III warning garments.

The Permittee is responsible for locating and protecting all utilities both underground and aerial. Any costs incurred for locating and protecting and/or relocating any utilities shall be borne by the Permittee.

STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION  
ENCROACHMENT PERMIT GENERAL PROVISIONS  
TR-0045 (REV. 05/2007)

1. **AUTHORITY:** The Department's authority to issue encroachment permits is provided under, Div. 1, Chpt. 3, Art. 1, Sect. 660 to 734 of the Streets and Highways Code.
2. **REVOCACTION:** Encroachment permits are revocable on five days notice unless otherwise stated on the permit and except as provided by law for public corporations, franchise holders, and utilities. These General Provisions and the Encroachment Permit Utility Provisions are subject to modification or abrogation at any time. Permittees' joint use agreements, franchise rights, reserved rights or any other agreements for operating purposes in State highway right of way are exceptions to this revocation.
3. **DENIAL FOR NONPAYMENT OF FEES:** Failure to pay permit fees when due can result in rejection of future applications and denial of permits.
4. **ASSIGNMENT:** No party other than the permittee or permittee's authorized agent is allowed to work under this permit.
5. **ACCEPTANCE OF PROVISIONS:** Permittee understands and agrees to accept these General Provisions and all attachments to this permit, for any work to be performed under this permit.
6. **BEGINNING OF WORK:** When traffic is not impacted (see Number 35), the permittee shall notify the Department's representative, two (2) days before the intent to start permitted work. Permittee shall notify the Department's Representative if the work is to be interrupted for a period of five (5) days or more, unless otherwise agreed upon. All work shall be performed on weekdays during regular work hours, excluding holidays, unless otherwise specified in this permit.
7. **STANDARDS OF CONSTRUCTION:** All work performed within highway right of way shall conform to recognized construction standards and current Department Standard Specifications, Department Standard Plans High and Low Risk Facility Specifications, and Utility Special Provisions. Where reference is made to "Contractor and Engineer," these are amended to be read as "Permittee and Department representative."
8. **PLAN CHANGES:** Changes to plans, specifications, and permit provisions are not allowed without prior approval from the State representative.
9. **INSPECTION AND APPROVAL:** All work is subject to monitoring and inspection. Upon completion of work, permittee shall request a final inspection for acceptance and approval by the Department. The local agency permittee shall not give final construction approval to its contractor until final acceptance and approval by the Department is obtained.
10. **PERMIT AT WORKSITE:** Permittee shall keep the permit package or a copy thereof, at the work site and show it upon request to any Department representative or law enforcement officer. If the permit package is not kept and made available at the work site, the work shall be suspended.
11. **CONFLICTING ENCROACHMENTS:** Permittee shall yield start of work to ongoing, prior authorized, work adjacent to or within the limits of the project site. When existing encroachments conflict with new work, the permittee shall bear all cost for rearrangements, (e.g., relocation, alteration, removal, etc.).
12. **PERMITS FROM OTHER AGENCIES:** This permit is invalidated if the permittee has not obtained all permits necessary and required by law, from the Public Utilities Commission of the State of California (PUC), California Occupational Safety and Health Administration (Cal-OSHA), or any other public agency having jurisdiction.
13. **PEDESTRIAN AND BICYCLIST SAFETY:** A safe minimum passageway of 4' shall be maintained through the work area at existing pedestrian or bicycle facilities. At no time shall pedestrians be diverted onto a portion of the street used for vehicular traffic. At locations where safe alternate passageways cannot be provided, appropriate signs and barricades shall be installed at the limits of construction and in advance of the limits of construction at the nearest crosswalk or intersection to detour pedestrians to facilities across the street. Attention is directed to Section 7-1.09 Public Safety of the Department Standard Specifications.
14. **PUBLIC TRAFFIC CONTROL:** As required by law, the permittee shall provide traffic control protection warning signs, lights, safety devices, etc., and take all other measures necessary for traveling public's safety. While providing traffic control, the needs and control of all road users [motorists, bicyclists and pedestrians, including persons with disabilities in accordance with the Americans with Disabilities Act of 1990 (ADA)] shall be an essential part of the work activity.  
  
Day and night time lane closures shall comply with the California Manual on Uniform Traffic Control Devices (Part 6, Temporary Traffic Control), Standard Plans, and Standard Specifications for traffic control systems. These General Provisions are not intended to impose upon the permittee, by third parties, any duty or standard of care, greater than or different from, as required by law.
15. **MINIMUM INTERFERENCE WITH TRAFFIC:** Permittee shall plan and conduct work so as to create the least possible inconvenience to the traveling public; traffic shall not be unreasonably delayed. On conventional highways, permittee shall place properly attired flagger(s) to stop or warn the traveling public in compliance with the California Manual on Uniform Traffic Control Devices (Chapter 6E, Flagger Control).
16. **STORAGE OF EQUIPMENT AND MATERIALS:** The storage of equipment or materials is not allowed within State highway right-of-way, unless specified within the Special Provisions of this specific encroachment permit. If Encroachment Permit Special Provisions allow for the storage of equipment or materials within the State right of way, the equipment and material storage shall comply with Standard Specifications, Standard Plans, Special Provisions, and the Highway Design Manual. The clear recovery zone widths must be followed and are the minimum desirable for the type of facility indicated below: freeways and expressways - 30', conventional highways (no curbs) - 20', conventional highways (with curbs) - 15'. If a fixed object cannot be eliminated, moved outside the clear recovery zone, or modified to be made yielding, it should be shielded by a guardrail or a crash cushion.
17. **CARE OF DRAINAGE:** Permittee shall provide alternate drainage for any work interfering with an existing drainage facility in compliance with the Standard Specifications, Standard Plans and/or as directed by the Department's representative.
18. **RESTORATION AND REPAIRS IN RIGHT OF WAY:** Permittee is responsible for restoration and repair of State highway right of way resulting from permitted work (State Streets and Highways Code, Sections 670 et. seq.).

19. **RIGHT OF WAY CLEAN UP:** Upon completion of work, permittee shall remove and dispose of all scraps, brush, timber, materials, etc. off the right of way. The aesthetics of the highway shall be as it was before work started.
20. **COST OF WORK:** Unless stated in the permit, or a separate written agreement, the permittee shall bear all costs incurred for work within the State right of way and waives all claims for indemnification or contribution from the State.
21. **ACTUAL COST BILLING:** When specified in the permit, the Department will bill the permittee actual costs at the currently set hourly rate for encroachment permits.
22. **AS-BUILT PLANS:** When required, permittee shall submit one (1) set of folded as-built plans within thirty (30) days after completion and approval of work in compliance with requirements listed as follows:
1. Upon completion of the work provided herein, the permittee shall send one vellum or paper set of As-Built plans, to the State representative. Mylar or paper sepiia plans are not acceptable.
  2. All changes in the work will be shown on the plans, as issued with the permit, including changes approved by Encroachment Permit Rider.
  3. The plans are to be stamped or otherwise noted AS-BUILT by the permittee's representative who was responsible for overseeing the work. Any original plan that was approved with a State stamp, or Caltrans representative signature, shall be used for producing the As-Built plans.
  4. If As-Built plans include signing or striping, the dates of signing or striping removal, relocation, or installation shall be shown on the plans when required as a condition of the permit. When the construction plans show signing and striping for staged construction on separate sheets, the sheet for each stage shall show the removal, relocation or installation dates of the appropriate staged striping and signing.
  5. As-Built plans shall contain the Permit Number, County, Route, and Post Mile on each sheet.
  6. Disclaimer statement of any kind that differ from the obligations and protections provided by Sections 6735 through 6735.6 of the California Business and Professions Code, shall not be included on the As-Built plans. Such statements constitute non-compliance with Encroachment Permit requirements, and may result in the Department of Transportation retaining Performance Bonds or deposits until proper plans are submitted. Failure to comply may also result in denial of future permits, or a provision requiring a public agency to supply additional bonding.
23. **PERMITS FOR RECORD PURPOSES ONLY:** When work in the right of way is within an area under a Joint Use Agreement (JUA) or a Consent to Common Use Agreement (CCUA), a fee exempt permit is issued to the permittee for the purpose of providing a notice and record of work. The Permittee's prior rights shall be preserved without the intention of creating new or different rights or obligations. "Notice and Record Purposes Only" shall be stamped across the face of the permit.
24. **BONDING:** The permittee shall file bond(s), in advance, in the amount set by the Department. Failure to maintain bond(s) in full force and effect will result in the Department stopping of all work and revoking permit(s). Bonds are not required of public corporations or privately owned utilities, unless permittee failed to comply with the provision and conditions under a prior permit. The surety company is responsible for any latent defects as provided in California Code of Civil Procedures, Section 337.15. Local agency permittee shall comply with requirements established as follows: In recognition that project construction work done on State property will not be directly funded and paid by State, for the purpose of protecting stop notice claimants and the interests of State relative to successful project completion, the local agency permittee agrees to require the construction contractor furnish both a payment and performance bond in the local agency's name with both bonds complying with the requirements set forth in Section 3-1.02 of State's current Standard Specifications before performing any project construction work. The local agency permittee shall defend, indemnify, and hold harmless the State, its officers and employees from all project construction related claims by contractors and all stop notice or mechanic's lien claimants. The local agency also agrees to remedy, in a timely manner and to State's satisfaction, any latent defects occurring as a result of the project construction work.
25. **FUTURE MOVING OF INSTALLATIONS:** Permittee understands and agrees to relocate a permitted installation upon notice by the Department. Unless under prior property right or agreement, the permittee shall comply with said notice at his sole expense.
26. **ARCHAEOLOGICAL/HISTORICAL:** If any archaeological or historical resources are revealed in the work vicinity, the permittee shall immediately stop work, notify the Department's representative, retain a qualified archaeologist who shall evaluate the site, and make recommendations to the Department representative regarding the continuance of work.
27. **PREVAILING WAGES:** Work performed by or under a permit may require permittee's contractors and subcontractors to pay appropriate prevailing wages as set by the Department of Industrial Relations. Inquiries or requests for interpretations relative to enforcement of prevailing wage requirements are directed to State of California Department of Industrial Relations, 525 Golden Gate Avenue, San Francisco, California 94102.
28. **RESPONSIBILITY FOR DAMAGE:** The State of California and all officers and employees thereof, including but not limited to the Director of Transportation and the Deputy Director, shall not be answerable or accountable in any manner for injury to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee, or for damage to property from any cause. The permittee shall be responsible for any liability imposed by law and for injuries to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee, or for damage to property arising out of work, or other activity permitted and done by the permittee under a permit, or arising out of the failure on the permittee's part to perform his obligations under any permit in respect to maintenance or any other obligations, or resulting from defects or obstructions, or from any cause whatsoever during the progress of the work, or other activity or at any subsequent time, work or other activity is being performed under the obligations provided by and contemplated by the permit.
- The permittee shall indemnify and save harmless the State of California, all officers, employees, and State's contractors, thereof, including but not limited to the Director of Transportation and the Deputy Director, from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee and the public, or damage to property resulting from the performance of work or other activity under the permit, or arising out of the failure on the permittee's part to perform his obligations under any permit in respect to maintenance or any other obligations, or resulting from defects or obstructions, or from any cause whatsoever during the progress of the work, or other activity or at any subsequent time, work or other activity is being performed under the obligations provided by and contemplated by the permit, except as otherwise provided by statute.

The duty of the permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code. The permittee waives any and all rights to any type of expressed or implied indemnity against the State, its officers, employees, and State contractors. It is the intent of the parties that the permittee will indemnify and hold harmless the State, its officers, employees, and State's contractors, from any and all claims, suits or actions as set forth above regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of the State, the permittee, persons employed by the permittee, or acting on behalf of the permittee.

For the purpose of this section, "State's contractors" shall include contractors and their subcontractors under contract to the State of California performing work within the limits of this permit.

29. **NO PRECEDENT ESTABLISHED:** This permit is issued with the understanding that it does not establish a precedent.
30. **FEDERAL CIVIL RIGHTS REQUIREMENTS FOR PUBLIC ACCOMMODATION:**  
A. The permittee, for himself, his personal representative, successors in interest, and assigns as part of the consideration hereof, does hereby covenant and agree that:
1. No person on the grounds of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
  2. That in connection with the construction of any improvements on said lands and the furnishings of services thereon, no discrimination shall be practiced in the selection and retention of first-tier subcontractors in the selection of second-tier subcontractors.
  3. That such discrimination shall not be practiced against the public in their access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation), and operation on, over, or under the space of the right of way.
  4. That the permittee shall use the premises in compliance with all other requirements imposed pursuant to Title 15, Code of Federal Regulations, Commerce and Foreign Trade, Subtitle A, Office of the Secretary of Commerce, Part 8 (15 C.F.R. Part 8) and as said Regulations may be amended.
  5. That in the event of breach of any of the above nondiscrimination covenants, the State shall have the right to terminate the permit and to re-enter and repossess said land and the land and the facilities thereon, and hold the same as if said permit had never been made or issued.
31. **MAINTENANCE OF HIGHWAYS:** The permittee agrees, by acceptance of a permit, to properly maintain any encroachment. This assurance requires the permittee to provide inspection and repair any damage, at permittee's expense, to State facilities resulting from the encroachment.
32. **SPECIAL EVENTS:** In accordance with subdivision (a) of Streets and Highways Code Section 682.5, the Department of Transportation shall not be responsible for the conduct or operation of the permitted activity, and the applicant agrees to defend, indemnify, and hold harmless the State and the city or county against any and all claims arising out of any activity for which the permit is issued.

The permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act of 1990 in the conduct of the event, and further agrees to indemnify and save harmless the State of California, all officers and employees thereof, including but not limited to the Director of Transportation, from any claims or liability arising out of or by virtue of said Act.

33. **PRIVATE USE OF RIGHT OF WAY:** Highway right of way shall not be used for private purposes without compensation to the State.

The gifting of public property use and therefore public funds is prohibited under the California Constitution, Article 16.

34. **FIELD WORK REIMBURSEMENT:** Permittee shall reimburse State for field work performed on permittee's behalf to correct or remedy hazards or damaged facilities, or clear debris not attended to by the permittee.
35. **NOTIFICATION OF DEPARTMENT AND TMC:** The permittee shall notify the Department's representative and the Transportation Management Center (TMC) at least 7 days before initiating a lane closure or conducting an activity that may cause a traffic impact. A confirmation notification should occur 3 days before closure or other potential traffic impacts. In emergency situations when the corrective work or the emergency itself may affect traffic, TMC and the Department's representative shall be notified as soon as possible.
36. **SUSPENSION OF TRAFFIC CONTROL OPERATION:** The permittee, upon notification by the Department's representative, shall immediately suspend all lane closure operations and any operation that impedes the flow of traffic. All costs associated with this suspension shall be borne by the permittee.
37. **UNDERGROUND SERVICE ALERT (USA) NOTIFICATION:** Any excavation requires compliance with the provisions of Government Code Section 4216 et. seq., including, but not limited to notice to a regional notification center, such as Underground Service Alert (USA). The permittee shall provide notification at least 48 hours before performing any excavation work within the right of way.

- NOTES:**
1. California codes are designated by (CA). Otherwise, Federal (MUTCD) codes are shown.
  2. A G20-2 "END ROAD WORK" sign, as appropriate, shall be placed at the end of the lane closure unless the end of work area is obvious or ends within a larger project's limits.
  3. Unless otherwise specified in the special provisions, a minimum of 3 cones shall be placed transversely across each closed lane and shoulder of each location where a taper across a traffic lane ends and every 2000' as shown on the "Lane Closure" detail. Two type II barricades may be used instead of the 3 cones. The transverse alignment of the cones or barricades on the closed shoulder may be shifted from the transverse alignment to provide access to the work.

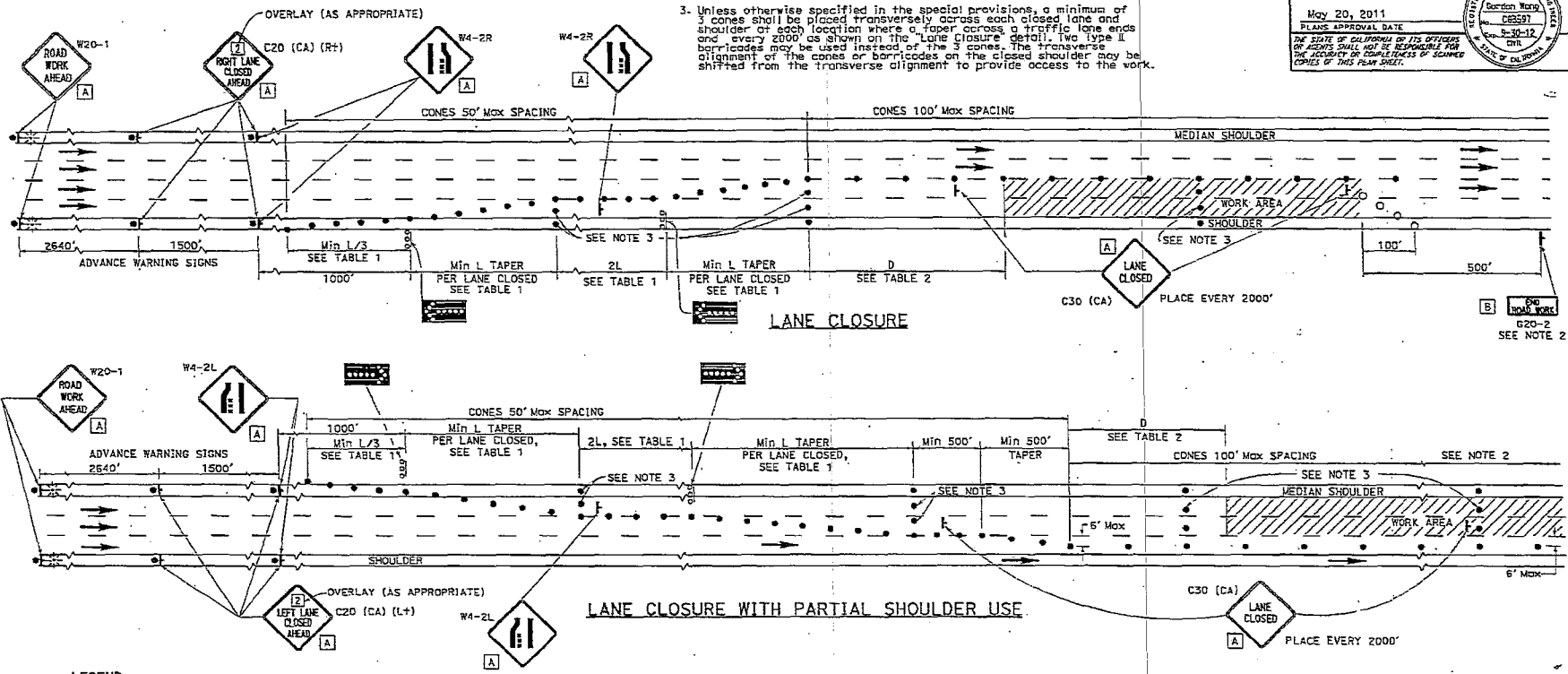
DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL SHEETS

REGISTERED CIVIL ENGINEER

May 20, 2011  
PLANS APPROVAL DATE

STATE OF CALIFORNIA  
REGISTERED PROFESSIONAL ENGINEER  
Scotty Wang  
CSES97  
No. 20-30-12  
CIVIL  
STATE OF CALIFORNIA

THE STATE OF CALIFORNIA AND ITS OFFICERS AND AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCHEMES COPIES OF THIS PLAN SHEET.



- LEGEND**
- TRAFFIC CONE
  - TRAFFIC CONE (OPTIONAL TAPER)
  - ⊥ TEMPORARY SIGN
  - FLASHING ARROW SIGN (FAS)
  - FAS SUPPORT OR TRAILER
  - DIRECTION OF TRAVEL
  - ☼ PORTABLE FLASHING BEACON
- SIGN PANEL SIZE (Min)**
- A 48" x 48"
  - B 48" x 24"

**TABLE 1**

APPROACH SPEED	Min L	Min 2L	Min L/2	Min L/3
mph	ft	ft	ft	ft
55	660	1320	330	220
60	720	1440	360	240
65	780	1560	390	260
70	840	1680	420	280

\* USE L FOR LANE WIDTHS LESS THAN OR EQUAL TO 12'.

**TABLE 2**

APPROACH SPEED	Min D	DOWNGRADE Min D *		
		-3%	-6%	-9%
mph	ft	ft	ft	ft
55	495	520	553	593
60	570	598	638	686
65	645	682	728	785
70	730	771	825	891

\* USE ON SUSTAINED DOWNGRADE STEEPER THAN -3 PERCENT AND LONGER THAN 1 MILE.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

**TRAFFIC CONTROL SYSTEM  
FOR LANE CLOSURE ON  
FREEWAYS AND EXPRESSWAYS**

NO SCALE

**T10**

237



**LEGEND**

- TRAFFIC CONE
- TRAFFIC CONE (OPTIONAL TAPER)
- ⌋ TEMPORARY SIGN
- ⌋ BARRICADE
- ⌋ FLASHING ARROW SIGN (FAS)
- ⌋ FAS SUPPORT OR TRAILER
- DIRECTION OF TRAVEL
- ⌋ PORTABLE FLASHING BEACON

**TABLE 1**

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\* USE L FOR LANE WIDTHS LESS THAN OR EQUAL TO 12'.

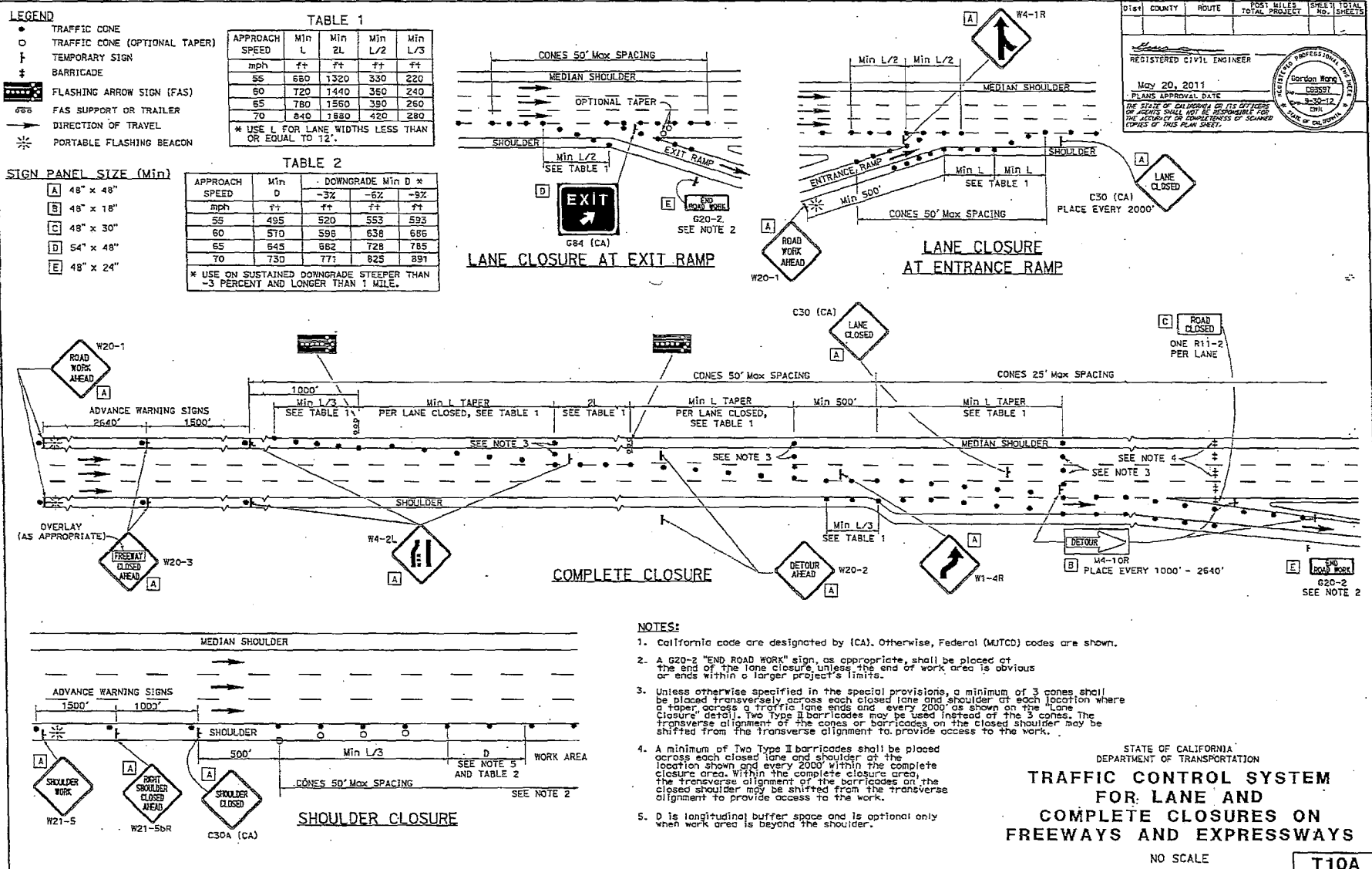
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60	570	598	638	686
65	645	682	728	785
70	730	771	825	891

\* USE ON SUSTAINED DOWNGRADE STEEPER THAN -3 PERCENT AND LONGER THAN 1 MILE.

**SIGN PANEL SIZE (Min)**

- A 48" x 48"
- B 48" x 18"
- C 48" x 30"
- D 54" x 48"
- E 48" x 24"



DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER  
 May 20, 2011  
 PLANS APPROVAL DATE  
 GORDON WATSON  
 PROFESSIONAL SEAL  
 STATE OF CALIFORNIA  
 DEPARTMENT OF TRANSPORTATION  
 CIVIL ENGINEER  
 No. 20010  
 THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

**NOTES:**

1. California code are designated by (CA). Otherwise, Federal (MUTCD) codes are shown.
2. A G20-2 "END ROAD WORK" sign, as appropriate, shall be placed at the end of the lane closure unless the end of work area is obvious or ends within a larger project's limits.
3. Unless otherwise specified in the special provisions, a minimum of 3 cones shall be placed transversely across each closed lane and shoulder at each location where a taper, across a traffic lane ends and every 2000' as shown on the "Lane Closure" detail. Two Type II barricades may be used instead of the 3 cones. The transverse alignment of the cones or barricades on the closed shoulder may be shifted from the transverse alignment to provide access to the work.
4. A minimum of Two Type II barricades shall be placed across each closed lane and shoulder at the location shown and every 2000' within the complete closure area. Within the complete closure area, the transverse alignment of the barricades on the closed shoulder may be shifted from the transverse alignment to provide access to the work.
5. D is longitudinal buffer space and is optional only when work area is beyond the shoulder.

STATE OF CALIFORNIA  
 DEPARTMENT OF TRANSPORTATION  
**TRAFFIC CONTROL SYSTEM  
 FOR LANE AND  
 COMPLETE CLOSURES ON  
 FREEWAYS AND EXPRESSWAYS**

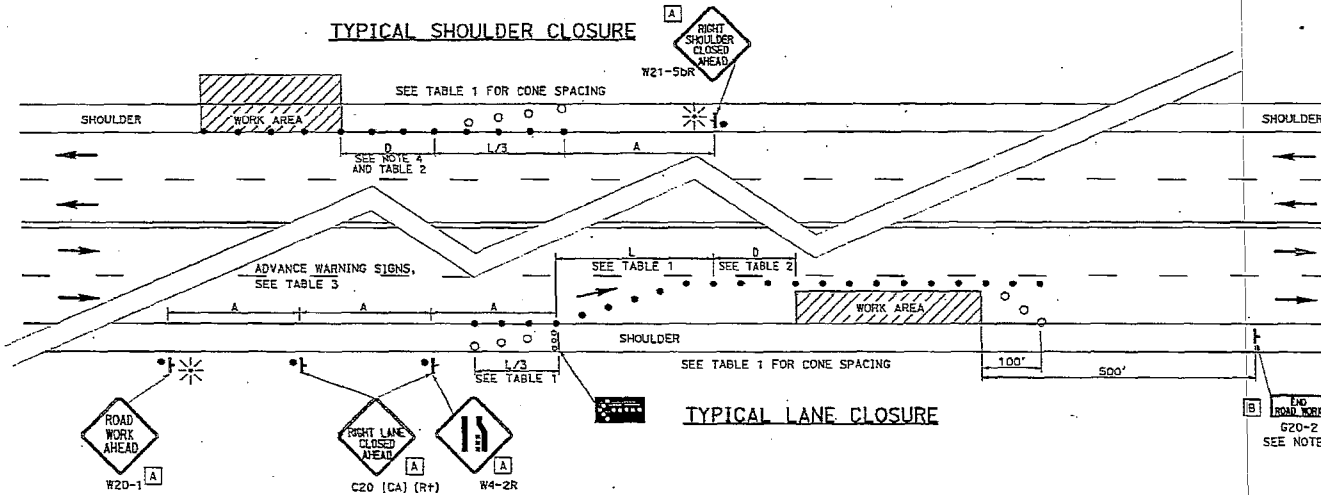
NO SCALE

T10A

2010 STANDARD PLAN T10A

238

239



DATE	COUNTY	ROUTE	POST MILES	SHEET	TOTAL
			TOTAL PROJECT	NO.	SHEETS

REGISTERED CIVIL ENGINEER  
 Gordon Mory  
 CE5597  
 May 20, 2011  
 PLANS APPROVAL DATE  
 THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SKETCHED COPIES OF THIS PLAN SHEET.

TABLE 1

APPROACH SPEED	* Min L	* Min L/3	Max SPACING OF CONES
mph	ft	ft	ft
20 AND BELOW	80	30	20
25	125	45	25
30	180	60	30
35	245	85	35
40	320	110	40
45	540	180	45
50	600	200	50
OVER 50	SEE NOTE 3		

\* USE L FOR LANE WIDTHS LESS THAN OR EQUAL TO 12'.

TABLE 2

APPROACH SPEED	Min D	DOWNGRADE		
		-3%	-6%	-9%
mph	ft	ft	ft	ft
25 AND BELOW	159	158	165	173
30	200	205	215	227
35	250	257	271	287
40	305	315	333	354
45	360	378	400	427
50	425	446	474	507
OVER 50	SEE NOTE 3			

\* USE ON SUSTAINED DOWNGRADE STEEPER THAN -3 PERCENT AND LONGER THAN 1 MILE.

TABLE 3

ROAD TYPE	Min A (ft)
URBAN (SPEED 25 mph OR LESS)	100
URBAN (SPEED 30 mph OR MORE)	350
RURAL	500
EXPRESSWAY / FREEWAY	SEE NOTE 3

- LEGEND**
- TRAFFIC CONE
  - TRAFFIC CONE (OPTIONAL TAPER)
  - ⊥ TEMPORARY SIGN
  - ← DIRECTION OF TRAVEL
  - ⚡ FLASHING ARROW SIGN (FAS)
  - ⚡ FAS SUPPORT OR TRAILER
  - ☀ PORTABLE FLASHING BEACON

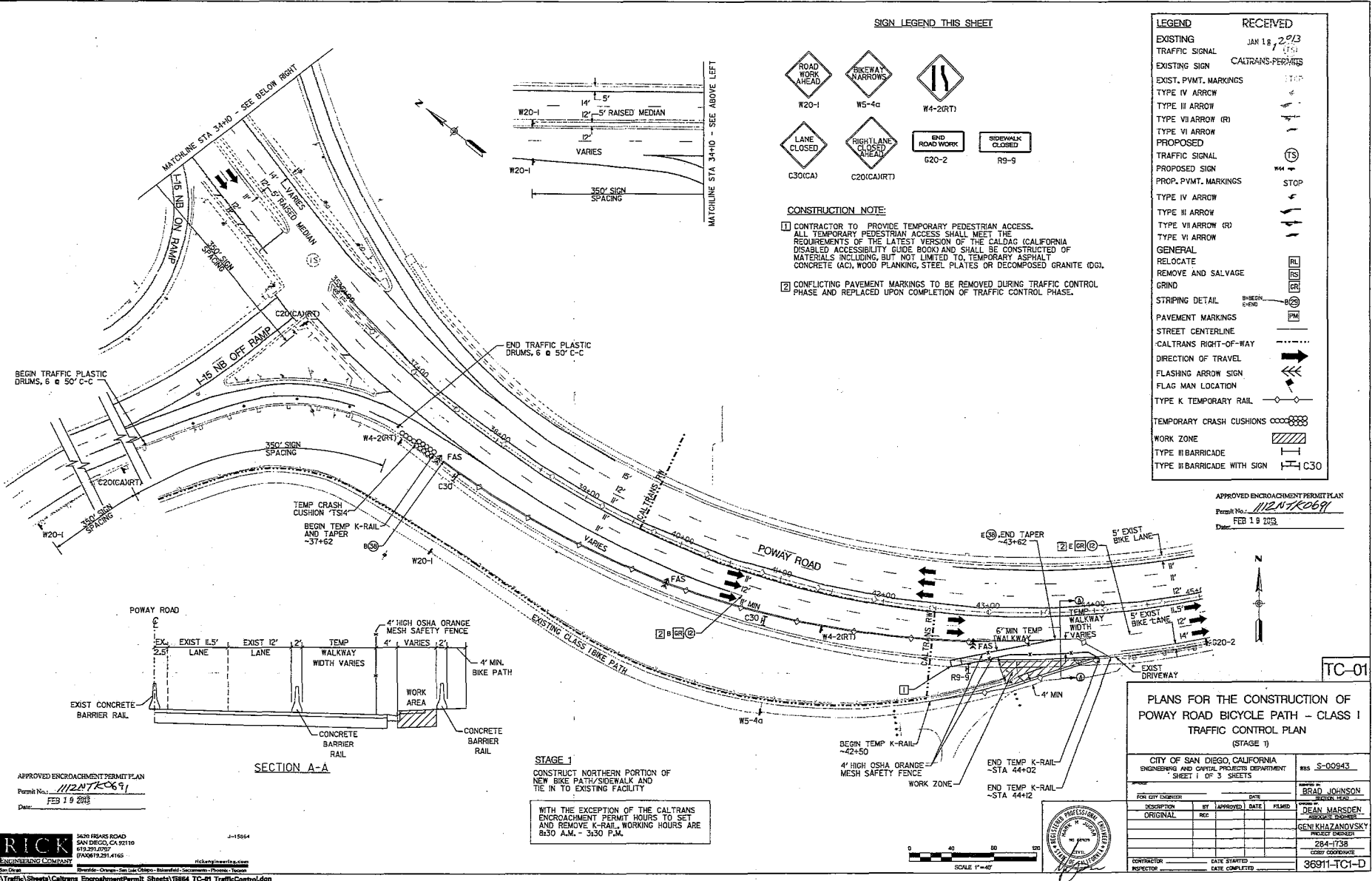
- SIGN PANEL SIZE (Min)**
- A 36" x 36"
  - B 36" x 18"

- NOTES:**
- California code are designated by (CA). Otherwise, Federal (MUTCD) codes are shown.
  - A G20-2 "END ROAD WORK" sign, as appropriate, shall be placed at the end of the lane closure unless the end of work area is obvious, or ends within a larger project's limits.
  - For approach speeds over 50 mph, use the "Traffic Control System for Lane Closure On Freeways And Expressways" plan for lane closure details and requirements.
  - D is longitudinal buffer space and is optional only when work area is beyond the shoulder or clear recovery zone where there is no shoulder.

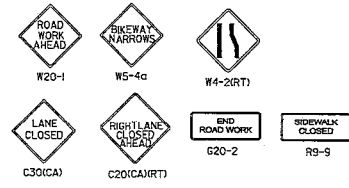
STATE OF CALIFORNIA  
 DEPARTMENT OF TRANSPORTATION  
**TRAFFIC CONTROL SYSTEM  
 FOR LANE CLOSURE ON  
 MULTILANE CONVENTIONAL  
 HIGHWAYS**  
 NO SCALE

T11

2010 STANDARD PLAN T11



**SIGN LEGEND THIS SHEET**

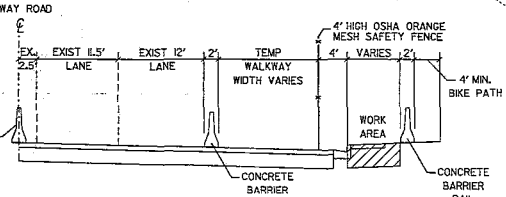


**CONSTRUCTION NOTE:**

- 1 CONTRACTOR TO PROVIDE TEMPORARY PEDESTRIAN ACCESS. ALL TEMPORARY PEDESTRIAN ACCESS SHALL MEET THE REQUIREMENTS OF THE LATEST VERSION OF THE CALIFORNIA DISABLED ACCESSIBILITY GUIDE BOOK AND SHALL BE CONSTRUCTED OF MATERIALS INCLUDING, BUT NOT LIMITED TO, TEMPORARY ASPHALT CONCRETE (AC), WOOD PLANKING, STEEL PLATES OR DECOMPOSED GRANITE (DGL).
- 2 CONFLICTING PAVEMENT MARKINGS TO BE REMOVED DURING TRAFFIC CONTROL PHASE AND REPLACED UPON COMPLETION OF TRAFFIC CONTROL PHASE.

LEGEND	RECEIVED
EXISTING TRAFFIC SIGNAL	JAN 18 2013
EXISTING SIGN	CALTRANS PERMITS
EXIST. P.V.M.T. MARKINGS	
TYPE IV ARROW	
TYPE II ARROW	
TYPE VII ARROW (R)	
TYPE VI ARROW	
PROPOSED TRAFFIC SIGNAL	
PROPOSED SIGN	
PROP. P.V.M.T. MARKINGS	
TYPE IV ARROW	
TYPE II ARROW	
TYPE VII ARROW (R)	
TYPE VI ARROW	
GENERAL RELOCATE	
REMOVE AND SALVAGE GRIND	
STRIPING DETAIL	
PAVEMENT MARKINGS	
STREET CENTERLINE	
CALTRANS RIGHT-OF-WAY	
DIRECTION OF TRAVEL	
FLASHING ARROW SIGN	
FLAG MAN LOCATION	
TYPE K TEMPORARY RAIL	
TEMPORARY CRASH CUSHIONS	
WORK ZONE	
TYPE II BARRICADE	
TYPE III BARRICADE WITH SIGN	

APPROVED ENCROACHMENT PERMIT PLAN  
 Permit No. 112NTR0691  
 Date: FEB 19 2013



**SECTION A-A**

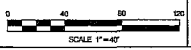
**STAGE 1**  
 CONSTRUCT NORTHERN PORTION OF NEW BIKE PATH/SIDEWALK AND TIE IN TO EXISTING FACILITY

WITH THE EXCEPTION OF THE CALTRANS ENCROACHMENT PERMIT HOURS TO SET AND REMOVE K-RAIL, WORKING HOURS ARE 8:30 A.M. - 3:30 P.M.

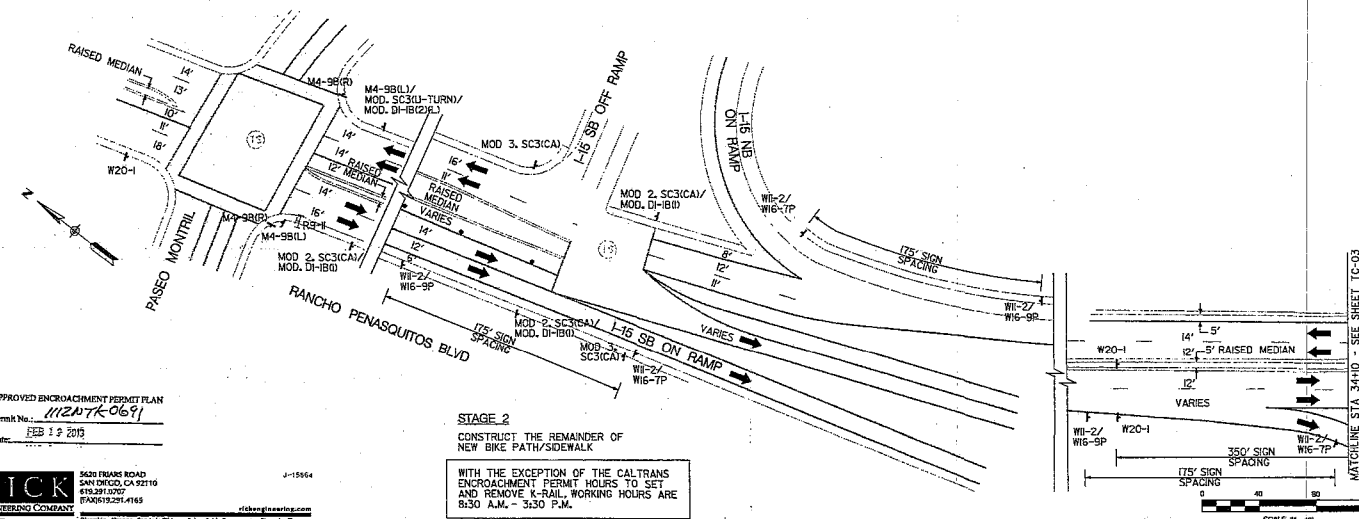
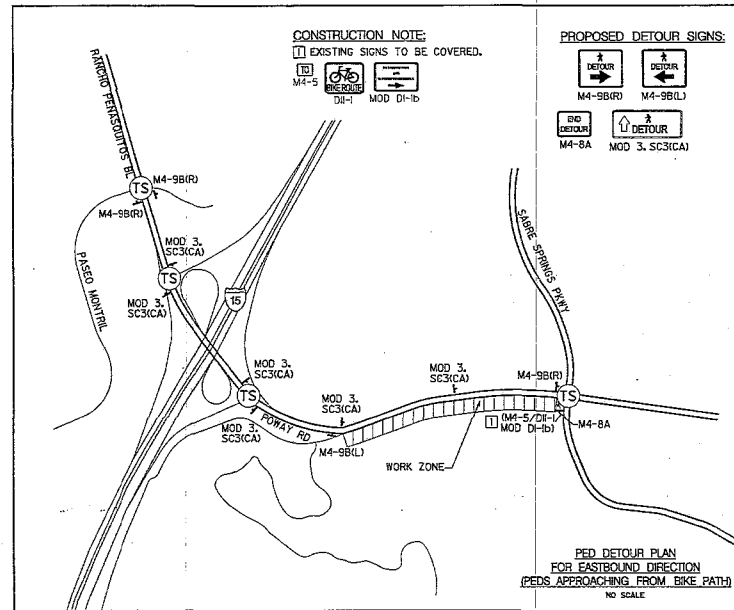
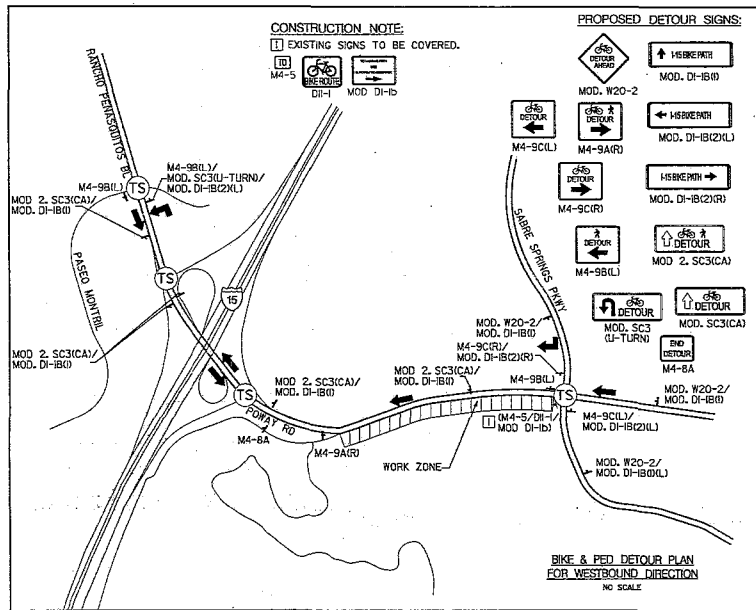
PLANS FOR THE CONSTRUCTION OF POWAY ROAD BICYCLE PATH - CLASS I TRAFFIC CONTROL PLAN (STAGE 1)			
CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT SHEET 1 OF 3 SHEETS			RES S-00943
FOR CITY USE ONLY	DATE	BY	BRAD JOHNSON
DESCRIPTION	BY	APPROVED	DATE
ORIGINAL	REC		
DEAN MARSDEN			PROJECT LEAD
GENI KHAZANOVSKY			PROJECT ENGINEER
204-1738			
CONTRACTOR			36911-TCH-D
DATE STARTED			
DATE COMPLETED			

APPROVED ENCROACHMENT PERMIT PLAN  
 Permit No. 112NTR0691  
 Date: FEB 19 2013

**RICK ENGINEERING COMPANY**  
 3620 FRANKS ROAD  
 SAN DIEGO, CA 92110  
 619-291-9707  
 619-291-4165  
 rickengineering.com



RECEIVED  
JAN 18 2013  
CALTRANS-PERMITS



**LEGEND**

- EXISTING TRAFFIC SIGNAL
- EXISTING SIGN
- EXIST. P.V.M.T. MARKINGS
- TYPE IV ARROW
- TYPE III ARROW
- TYPE VII ARROW (R)
- TYPE VI ARROW
- PROPOSED TRAFFIC SIGNAL
- PROPOSED SIGN
- PROP. P.V.M.T. MARKINGS
- TYPE IV ARROW
- TYPE III ARROW
- TYPE VII ARROW (R)
- TYPE VI ARROW
- GENERAL RELOCATE
- REMOVE AND SALVAGE
- GRIND
- STRIPING DETAIL
- PAVEMENT MARKINGS
- STREET CENTERLINE
- CALTRANS RIGHT-OF-WAY
- DIRECTION OF TRAVEL
- FLASHING ARROW SIGN
- FLAG MAN LOCATION
- TYPE K TEMPORARY RAIL
- TEMPORARY CRASH CUSHIONS
- WORK ZONE
- TYPE III BARRICADE
- TYPE II BARRICADE WITH SIGN

**SIGN LEGEND THIS SHEET**

- W1-2
- W16-TP
- AHEAD
- W16-SP
- MOD 3, SC3 (U-TURN)
- M4-9B(L)
- M4-9B(R)
- MOD 2, SC3(CA)
- MOD DI-1b(2)
- MOD DI-1b
- MOD 3, SC3(CA)
- W20-1
- REMOVED NEED US OTHER SIDE
- ROAD WORK AHEAD
- TC-02

**PLANS FOR THE CONSTRUCTION OF POWAY ROAD BICYCLE PATH - CLASS I TRAFFIC CONTROL PLAN (STAGE 2)**

CITY OF SAN DIEGO, CALIFORNIA  
 ENGINEERING AND CAPITAL PROJECTS DEPARTMENT  
 SHEET 2 OF 3 SHEETS

ISS: S-00843

FOR CITY ENGINEER	BY	DATE	REMARKS
ORIGINAL	REV		

BRAD JOHNSON  
 DEAN MARSDEN  
 GENI KHAZANOVSKY

CONTRACTOR: 36911-TC-2-D

POWAY ROAD BICYCLE PATH - CLASS I

**APPENDIX F**

**LONG-TERM RE-VEGETATION MAINTENANCE AGREEMENT**

## LONG-TERM REVEGETATION MAINTENANCE AGREEMENT

This Long-Term Revegetation Maintenance Contract (LTRMC) is made and entered into by and between the City of San Diego (City), a municipal corporation, and **Ramona Paving & Construction Corp.** (Contractor), who may be individually or collectively referred to herein as a “Party” or the “Parties.”

### RECITALS

- A. Concurrent with execution of this LTRMC, the Parties entered into a general contract (Construction Contract) for the construction of **Poway Road Bicycle Path – Class I** (Project), WBS/IO number **S-00943**, Bid No. **K-14-5963-DBB-3**.
- B. In accordance with the Construction Contract, the Contractor shall enter into this contract with the City for the purpose of implementing and fulfilling long-term revegetation maintenance and monitoring requirements in accordance with the City of San Diego Municipal Code and the Contract Documents for the specified evelopment(s) of **Poway Road Bicycle Path – Class I** (Maintenance Requirements). The performance of the terms of this LTRMC shall commence immediately upon completion of performance of the Construction Contract.
- C. The Contractor is ready and willing to fulfill its maintenance requirements in accordance with the terms of this LTRMC.

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

### INTRODUCTORY PROVISIONS

- A. **Recitals Incorporated.** The above referenced Recitals are true and correct and are incorporated into this LTRMC by this reference.
- B. **Exhibits Incorporated.** All Exhibits and Attachments referenced in this LTRMC are incorporated into this LTRMC by this reference.
- C. **Contract Term.** This LTRMC shall be effective upon completion of the Plant Establishment Period as described in SECTION 700-2.11 of the Construction Contract, and it shall be effective until completion of the Work, described in Section 1.1 below.
- D. **Terms and Conditions.** This LTRMC is subject to the terms and conditions of the Construction Contract included in The GREENBOOK and The WHITEBOOK i.e., Part 1, Sections 212, 308, and 700 through Section 708 and The WHITEBOOK EOC Section except as follows.

- a. **Performance of Contract in Two Phases.** There are two separate phases of work to be performed by the Contractor under this Contract. The first phase covers the work involved in the original agreement as described in this agreement (“Phase 1 Work”). The second phase covers the work involved in the long-term maintenance of the plants contained within the Revegetation Area after Phase 1 Work has been completed (“Phase 2 Work”).
  
- b. **Bond Handling for Contract Phases.** The Payment Bond and the Performance Bond covering Phase 1 Work on this Contract shall remain in full force and effort until completion of that phase is certified. The original Payment Bond and the original Performance Bond covering Phase 1 Work on this Contract shall continue in full force and effort for Phase 2 Work, however the value of each bond may be reduced as follows:
  - i. Completion by the Contractor of all Phase 1 Work shall be evidenced solely by the City Engineer affirming in writing that to the best of their knowledge that all Phase 1 Work has been completed by the Contractor in strict conformity with all City-approved plans and revisions, and that the Phase 1 Work completed by the Contractor meets all applicable standards (“Notice of Completion”).
  
  - ii. Upon issuance by the City Engineer of the Notice of Completion for Phase 1 Work, the Payment guarantee provided under the Payment Bond for this Project, and the Performance guarantee provided under the Performance Bond for this Project, may be partially released, and thereby reduced, to an amount sufficient to cover all Phase 2 Work on this Project, with the remaining value of each bond type to be set and maintained through the date of completion of Phase 2 Work at a value not less than **Seven** Percent (**7.0 %**) of the Project's highest bond value for each bond type, but under no circumstances to be reduced to less than the actual cost of completion of all Phase 2 Work for this Project, whichever is higher (“Partial Bond Release”).
  
- c. **No Partial Release Upon Default.** No Partial Performance Bond Release and Reduction shall be given to the Contractor if the Performance Bond and/or this Agreement is in default.

## SECTION 1: MAINTENANCE CONTRACT SUMMARY

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

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

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

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

- 1.3 Commencement of Work & Maintenance Period.** This LTRMC shall commence when the City approves of the Plant Establishment Period and sends notice of the approval to the Contractor in accordance with SECTION 700-2.11 of the Construction Contract and shall continue for 25 months. A copy of the approval form is attached as Exhibit B.

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

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

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

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

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

## PART 3: WORK SITE MAINTENANCE

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

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

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

The Contractor shall submit a monthly pesticide use report to City along with Contractor's invoices for payment. This report shall include a statement of all applications of herbicides, rodenticides, and pesticides, detailing the chemical used, undiluted quantity, rate of

application, applicator's name, and the date and purpose of the application. For months in which no pesticides are applied, state "No Pesticide Used" on the report.

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

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

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

#### SECTION 4: COMPENSATION

- 4.1 Maximum Compensation.** The compensation for this LTRMC shall not exceed **Sixteen Thousand Dollars and Zero Cents 00/100 (\$16,000.00)** Contract Price.
- 4.2 Wage Rates.** Refer to the Construction Contract for Prevailing wages requirements for this LTRMC.
- 4.3 Method of Payment and Reports.** The payments will be made monthly in direct proportion that each month bears to the total value of the Contract Price. As conditions precedent to payment, the Contractor shall submit every month a detailed invoice and report of maintenance work performed. The Contractor's failure to submit the required reports or certified payrolls as described in the Construction Contract shall constitute a basis for withholding of payment by the City.
- 4.4 Final Payment.** The Contractor shall not receive the final payment until the following conditions have been completed to the City's satisfaction:

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

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

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

## SECTION 5: BONDS AND INSURANCE

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

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

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

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

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

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

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

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

## SECTION 6: MISCELLANEOUS

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

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

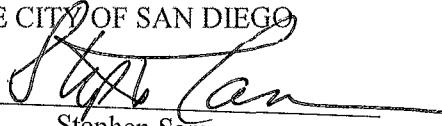
AT LEAST 1 PARAGRAPH OF THIS LTRMC MUST BE ON SAME PAGE SIGNATURES.

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

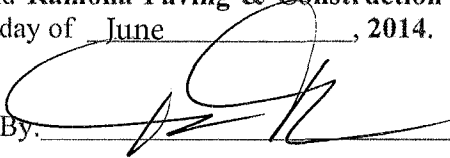
IN WITNESS WHEREOF, this Contract is executed by the City of San Diego, acting by and through its Public Works Department Director and by Contractor.

Dated this 1<sup>st</sup> day of July, 2014.

THE CITY OF SAN DIEGO

By:   
Stephen Samara  
Senior Contract Specialist  
Public Works Contracting

I HEREBY CERTIFY I can legally bind **Ramona Paving & Construction Corp.** and that I have read this entire contract, this 2nd day of June, 2014.

By: 

Printed Name: Thomas Theaker

Title: President

I HEREBY APPROVE the form and legality of the foregoing Contract this

30<sup>th</sup> day of JUNE of 2014.

Jan I. Goldsmith, City Attorney

By: 

Printed Name: RYAN P. GERRITY  
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 [I-01] through [L-05] (Specifications), which are incorporated into this contract by this reference as though fully set forth herein.
- II. Description of Work.** The Contractor shall maintain and monitor the Revegetation Area during the Monitoring Program in accordance with this contract and the Specifications such that the Revegetation Area meets the success criteria specified in the Revegetation Plan at each of the milestones listed and on the last date of the Monitoring Program as set forth in the Work Schedule. The Work includes complete landscape maintenance consisting of irrigation, pruning, shaping and training of trees, shrubs, and ground cover plants; fertilization; weed control; control of all plant diseases and pests; and trash removal, and all other maintenance listed in this contract and as required to maintain the Revegetation Area in a useable condition and to maintain the plant material in a healthy and viable state.

The work also includes biological monitoring of the Revegetation Area according to the schedule and methods specified in the Revegetation Plan. The monitoring work shall include all reporting tasks specified in the Revegetation plan.

**III. Method of Performing Work.**

A. Irrigation. Irrigation shall be applied to container and salvaged plants in accordance with instructions from the Project Biologist. Irrigation delivery techniques and schedules will vary depending on the availability of a sprinkler irrigation system and weather patterns. Failure of an existing irrigation system to provide full and proper irrigation shall not relieve Contractor of the responsibility to provide adequate irrigation with full and proper coverage of all areas subject to this LTRMC.

1. In areas where an automatic sprinkler system is installed, Contractor shall periodically inspect the operation of the system for any malfunction. The maximum interval between inspections shall not exceed 7 days. The Contractor shall maintain all sprinkler systems in such a way as to guarantee proper coverage and full working capability, and shall make whatever adjustments may be necessary to prevent excessive run-off into streets, rights-of-way, or other areas not meant to be irrigated. The cost of wasted water may be charged to Contractor.
2. All areas not adequately covered by a sprinkler system shall be irrigated by a portable irrigation method in accordance with instructions from the Project Biologist. The Contractor shall furnish all hoses, nozzles, sprinklers, etc. necessary to accomplish this supplementary irrigation. The Contractor shall exercise due diligence to prevent water waste, erosion, and detrimental seepage into existing underground improvements and to existing structures.
3. Irrigation shall be accomplished as follows:
  - a) Turf (if any) shall be irrigated Monday through Friday, as required, to maintain acceptable growth, viability and health, and to encourage deep rooting, in

accordance with instructions from the Project Biologist. Additional irrigation shall be performed in the event of unusually hot/dry weather conditions (as are present during Santa Ana conditions, or other times of low humidity or high winds, or during a prolonged high temperature period during summer months).

- b) Landscaped improved banks and slopes (if any) shall be irrigated Monday through Friday as required to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist.
  - c) Shrub beds (if any) shall be irrigated as required to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist. Shrub areas shall be irrigated at a rate which keeps surface runoff to a minimum. The irrigation rate shall be adjusted to the needs of shrub types, seasons and weather conditions.
  - d) Planted and seeded areas shall be irrigated as required to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist. Planted and seeded areas shall be irrigated at a rate which keeps surface runoff to a minimum. The irrigation rate shall be adjusted to the needs of plant types, seasons and weather conditions.
4. Maintenance of Irrigation System. The Contractor shall keep controller and valve boxes (if any) clear of soil and debris and shall maintain the irrigation system at no additional cost to City, including replacement, repair, adjustment, raising or lowering, straightening and any other operation required for the continued proper operation of the system from the "cold" side of the water meter throughout the Revegetation Area. The Contractor shall also be responsible for maintaining the painted surfaces of irrigation and lighting controller cabinets as well as the corresponding automatic irrigation battery numbers on the lids of the automatic control valve boxes (if any). The Contractor shall be responsible for light bulb replacements in controller cabinets as necessary.
- a) Repair or replacement includes: sprinkler system laterals (piping), sprinkler mains (pressure lines), vacuum breakers, sprinkler control valves, sprinkler controllers, sprinkler heads, sprinkler caps, sprinkler head risers, valve covers, boxes and lids (including electrical pull boxes and lids), valve sleeves and lids, quick coupler valves and hose bibs. Any replacement shall conform to the type and kind of existing system. Any deviation shall be approved in writing by City.
  - b) Contractor shall repair irrigation systems which are damaged or altered in any way, including by acts of God, vandalism, vehicular damage, or theft.
5. Operation of Automatic Irrigation Controllers. Where the operation of automatic irrigation controllers is required as part of this LTRMC, Contractor shall:
- a) Not duplicate any coded City key furnished by City for access and operation of the controller;
  - b) Surrender all keys furnished by City, promptly at the end of the term of this LTRMC, or at any time deemed necessary by City to prevent serious loss to City;



- c) protect the security of City's property by keeping controller cabinet and building doors locked at all times; and
  - d) refrain from using premises behind locked doors for storage of materials, supplies, or tools except as approved by City.
- B. Pruning Shrubs and Ground Cover Plants. The Contractor shall prune all shrubs and ground cover plants growing in the Revegetation Area as required to:
- 1) Maintain plant growth viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist.
  - 2) Prevent encroachment of passage ways, walks, streets, or view of signs; and
  - 3) Prevent encroachment in any manner deemed objectionable by City.

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

- C. Tree Maintenance. Contractor shall maintain all trees and container plants in the revegetation area in accordance with instructions from the Project Biologist. The Contractor shall perform pruning to promote the best growth habits, appearance, and health of all trees and container plants, and to prevent encroachment which is in any manner deemed undesirable by City, in accordance with instructions from the Project Biologist. The Contractor is responsible for tree pruning that can be accomplished with a 12' pole saw by a worker standing on the ground. The Contractor shall not top trees.

- 1) Potential Hazards. The Contractor shall notify City within 24 hours of any tree that shows signs of root heaving or leaning, or is in any manner a potential safety hazard. The Contractor shall immediately reestablish trees and shrubs that are uprooted due to storms, if possible. If trees or shrubs cannot be reestablished, Contractor shall remove them immediately (including roots) and fill the holes until replacement planting is complete.
- 2) Replacement. The Contractor shall completely remove and replace trees lost due to Contractor's faulty maintenance or negligence, as determined by City. The Contractor shall replace trees in kind and size as determined by City. If there is a difference in value between the tree lost and the replacement tree, City will deduct the difference from payment to be made under this LTRMC. The City shall determine the value of the tree lost using the latest International Society of Arboriculture (I.S.A.) guidelines for value determination.
- 3) Staking. The Contractor shall securely stake any newly planted trees and other trees needing support with 2 "lodge pole" type stakes placed on opposite sides of the tree outside the root ball and secured to the tree with at least two flexible

rubber tree ties. The Contractor shall regularly inspect tree ties and stakes and reposition them as necessary to ensure against girdling and abrasion.

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

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

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

**EXHIBIT B**

**INSERT A COPY OF THE ENGINEER'S FIELD NOTIFICATION WHICH ESTABLISHES THE COMMENCEMENT DATE OF THE MONITORING PROGRAM, SEE CITY SUPPLEMENT, SECTION 700-2.12**

---

**EXHIBIT C**

**LICENSE DATA SHEET**

**State Contractor License Classification and Number:** C 27 768401

**Name of License Holder:** Earth Forms, Inc.

**Expiration Date:** 04/30/15

**Pest Control Applicator's Name:** Mark D. Stevens

**License Number:** QAC 130234 B/C

**Expiration Date:** 12-31-15

**Pest Control Advisor's Name:** Mark D. Stevens

**License Number:** QAC 130234 B/C

**Expiration Date:** 12-31-15

**City of San Diego Business License Number:** B2003012689

**Expiration Date:** 4-30-15

**APPENDIX G**

**PERMIT TO DO WORK ON PRIVATE PROPERTY**

**PERMIT TO DO WORK ON PRIVATE PROPERTY**

SABRE SPRINGS SOUTH NEIGHBORHOOD HOMEOWNERS ASSOCIATION (“SABRE SPRINGS S. HOA”), is the owner of that certain real property APN: 316-232-05 located at 12596 Sabre Springs Parkway., San Diego, CA (“the Property”).

The CITY OF SAN DIEGO, a California municipal corporation, (“CITY”) has requested permission from SABRE SPRINGS S. HOA to enter upon APN 316-232-05 to perform work associated with the City’s Poway Road Bicycle Path – Class 1 Project, Capital-Improvement Project No. S-00943, and in accordance with CITY Engineer Improvement Plans No. 36911-1 thru 26-D (Project).

SABRE SPRINGS S. HOA hereby grants to CITY, its agents, employees and contractors, permission pursuant to this permit (Permit) to enter upon the Property for the purpose of a temporary connection to the existing water service in conjunction with the Project. This Permit shall commence upon the filing of the Notice to Proceed, and will terminate upon the earlier of three (3) years or the date of completion of said work as that completion date is determined by the City Engineer, estimated to be: construction (7 months), maintenance establishment period (120 days), and monitoring period (25 months). If the City determines that an extension of this Permit is necessary to complete the work authorized by this Permit, the parties agree to negotiate and process an extension of this Permit prior to its expiration.

CITY’s contractor (Contractor) will perform the following work (Work) on the Property as illustrated on attached Exhibit A: (1) connect a temporary water meter (Temporary Meter) and backflow device at the existing backflow device; and (2) install new solar controller and new 1-1/2” water main.

CITY agrees to give SABRE SPRINGS S. HOA written notice thirty (30) days prior to the estimated start of the work. In that notice, CITY shall also identify contact information for CITY’s Onsite Project Manager and the Contractor. CITY’s Onsite Project Manager shall coordinate with SABRE SPRINGS S. HOA representatives regarding any Work details that affect the Property.

CITY’s Resident Engineer and the Contractor will meet bi-monthly with a representative from SABRE SPRINGS S. HOA to read the private meter for the Property and the Temporary Meter to determine the Contractor’s water usage for the Work. CITY shall require the Contractor to directly pay SABRE SPRINGS S. HOA within thirty (30) days from the date of the meter reading (Due Date) for the Contractor’s water usage determined by the bi-monthly meter reading. If the Contractor fails to pay SABRE SPRINGS S. HOA as required by this Permit, SABRE SPRINGS S. HOA shall notify CITY in writing within 10 days from the Due Date and CITY shall pay SABRE SPRINGS S. HOA within thirty (30) days from the date of receipt of written notice to CITY. CITY’s and Contractor’s operation and payment of water usage will terminate upon the termination of this Permit.

It is understood and agreed that the CITY and the Contractor shall be responsible for restoration of any damage or disturbance to the Property as a direct result of the negligent Work performed



DUPLICATE

ORIGINAL

by Contractor pursuant to this Permit, to a condition as near as possible to the condition existing at the time of Contractor's entry.

CITY shall require Contractor to carry liability insurance as required in Standard Specifications for Public Works Construction, 2012 Edition, "Greenbook" and the City Supplement 2012 Edition "Whitebook" and name SABRE SPRINGS S. HOA as an additional insured throughout the term of this Permit.

For valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree to the terms of this Permit, as evidenced by their signatures below:

Date: 8/26/13

SABRE SPRINGS S. HOA

[Signature]

Print Name: KAREN MAYER

Date: 10/7/13

THE CITY OF SAN DIEGO, a California municipal corporation

By: [Signature]

W. Downs Prior  
Principal Contract Specialist  
Public Works Contracting

APPROVED AS TO FORM AND LEGALITY:

Date: 10/8/13

JAN I. GOLDSMITH, City Attorney

BY: [Signature]  
Name Hilda P. Randoza  
Title Deputy City Attorney

**APPENDIX H**

**REVEGETATION PLAN FOR COASTAL SAGE SCRUB VEGETATION ADJACENT TO  
THE POWAY ROAD BIKE PATH**

# RECON


## Revegetation Plan for Coastal Sage Scrub Vegetation Adjacent to the Poway Bike Path, San Diego, California

Prepared for

Ms. Julie Ballesteros  
City of San Diego  
600 B Street, Suite 800, MS-908A  
San Diego, CA 92101-4502

Prepared by

RECON Environmental, Inc.  
1927 Fifth Avenue  
San Diego, CA 92101-2358  
P 619.308.9333 F 619.308.9334  
RECON Number 4894  
December 7, 2010

  
Beth Procsal, Biologist

## TABLE OF CONTENTS

1.0	Introduction	1
2.0	Existing Conditions	2
4.0	Project Implementation	10
5.0	Maintenance Program	13
6.0	Monitoring Program	16
7.0	Notification of Completion	18
8.0	References Cited	19

## FIGURES

1:	Regional Location	2
2:	Project Location on USGS Map	3
3:	Project Location on City 800' Map	4
4:	Aerial Photograph of Project Location	5
5:	Biological Resources	7

## TABLES

1:	Recommended Planting Densities	11
2:	Approximate Maintenance Schedule	14
3:	Anticipated Exotic Species	14
4:	Approximate Monitoring Schedule	18

# **1.0 Introduction**

## **1.1 Background - Purpose**

To remain in compliance with the San Diego Land Development Code (LDC) landscape regulations (City of San Diego 2008) and the City of San Diego's LDC Biology Guidelines (City of San Diego 2002), the City of San Diego, Civil Engineering and Capital Projects Department is required to revegetate 0.59 acre (approximately 25,685 square feet) of coastal sage scrub vegetation that will be impacted in order to construct the bike path and associated retaining wall, located along Poway Road in the city of San Diego. This revegetation will occur on-site, will serve as post-construction erosion control for these disturbed areas, and will help screen the retaining wall from public view. The construction access impacts will occur in a 10-foot-wide area just south of the retaining wall and will span the entire length of the bike path segment. There is an additional area, approximately 200 feet in length by 17 feet wide, which is immediately south of the construction access path that will also be graded. This revegetation plan provides an implementation strategy and a 24-month qualitative monitoring and reporting program for the revegetation of 0.59 acre of coastal sage scrub vegetation.

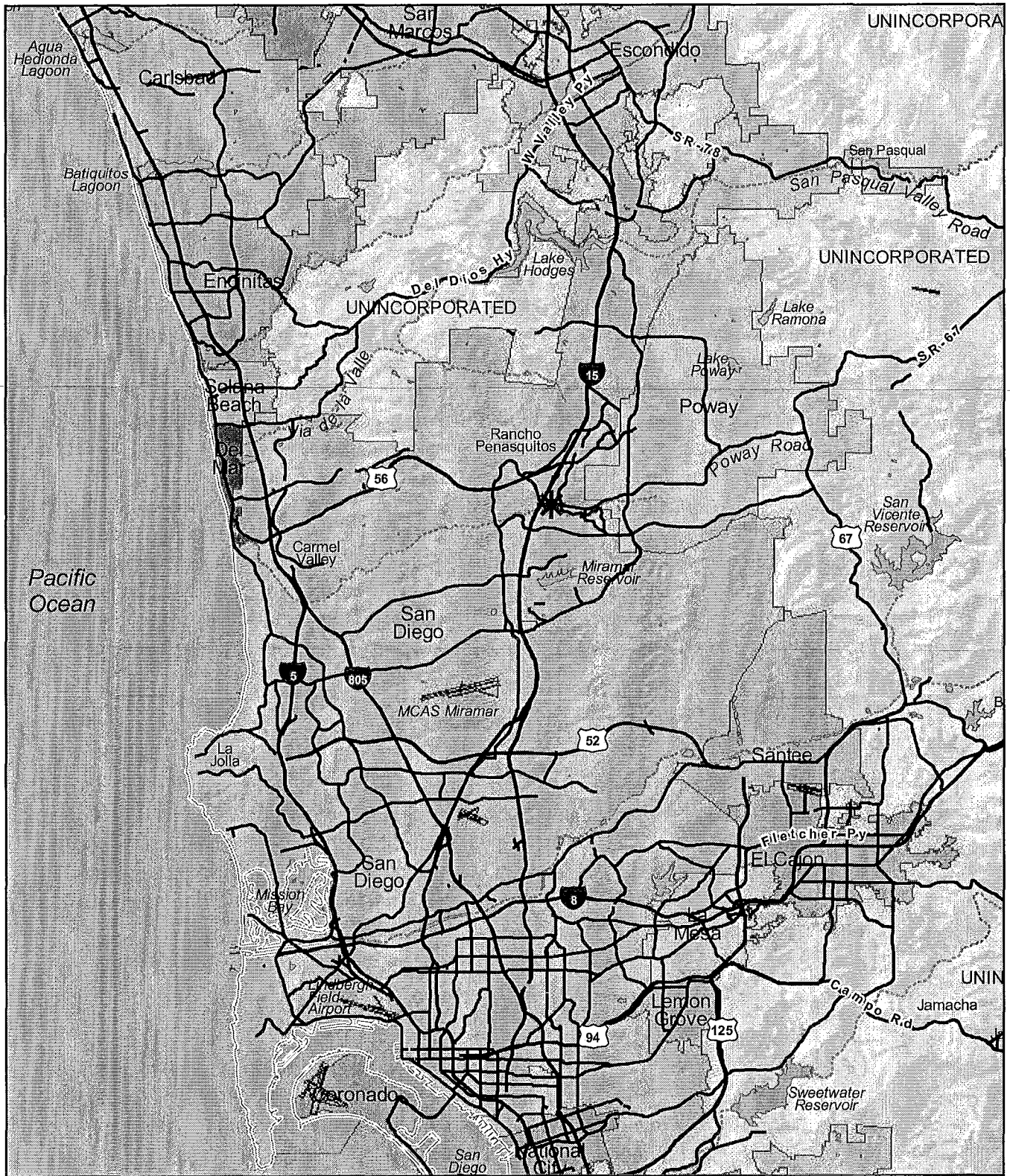
## **1.2 Project Location and Size**

The proposed revegetation of 0.59 acre (approximately 25,685 square feet) of coastal sage scrub detailed in this conceptual revegetation plan would occur within the 10-foot-wide cleared area south of the retaining wall that will have a 12-foot slope area along the length of the Poway Bike Path segment, approximately 1,850 feet. Also part of the 0.59-acre revegetation is a 200 foot x 17 foot area, immediately south of the 12-foot slope area that will be planted with native species (Figures 1–4).

## **1.3 Revegetation Goals and Objectives**

The purpose of this revegetation project is to provide erosion control of the post-construction disturbed areas and to provide vegetation to help screen the bike path wall. At the completion of revegetation activities, the planted disturbed areas shall meet all of the established performance goals and invasive weeds shall be controlled.

This plan provides a description of existing conditions, responsibilities of project participants, methods of site preparation, and a site maintenance and monitoring schedule. This plan also establishes performance standards for evaluating project success and addresses remedial and contingency measures if they become necessary.



★ Project Location

FIGURE 1

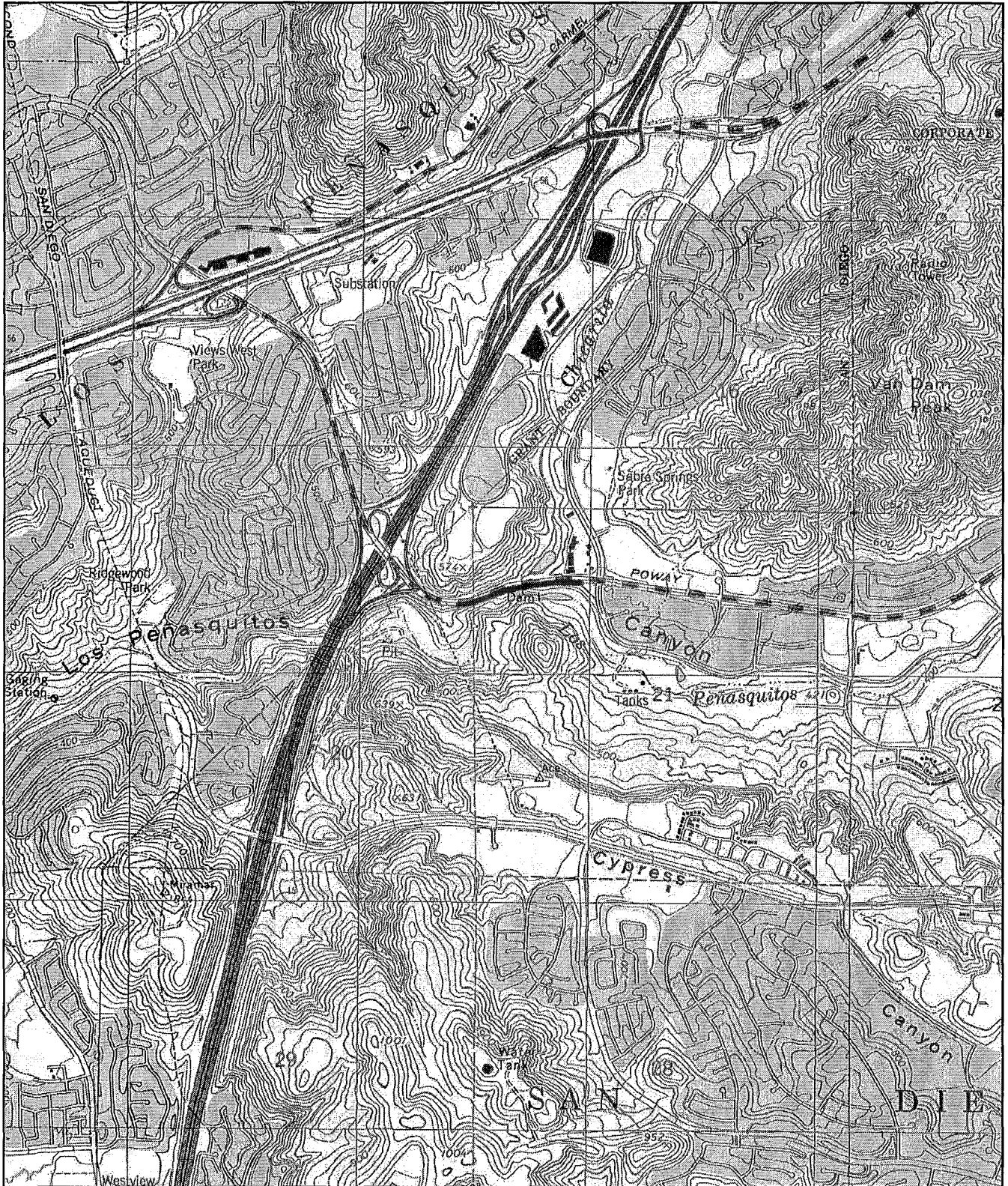
Regional Location  
148 | Page

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Appendix H – Revegetation Plan for Coastal Sage Scrub Vegetation Adjacent to the Poway Road Bike Path - Class I





 Project Location

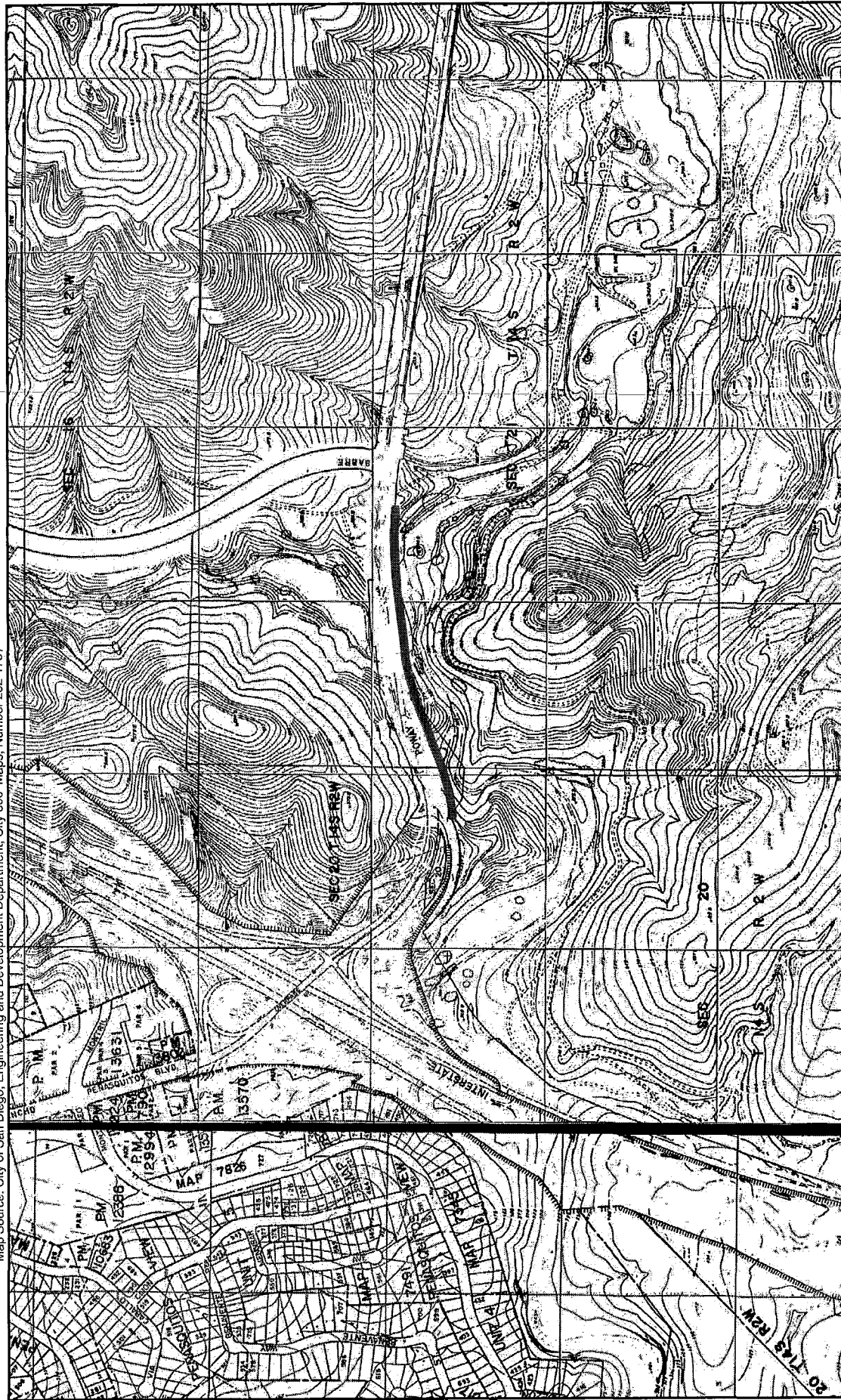
RECON

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FIGURE 2

Project Location on USGS Map

Map Source: City of San Diego, Engineering and Development Department, City 800' Maps, Number 282-1737



Project Boundary

FIGURE 3  
Project Location on City 800' Map

RECON

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Image source: Copyright 2008 GlobeXplorer, All Rights Reserved (flown Jan 2008)




 Project Boundary

FIGURE 4

RECON

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Appendix H – Revegetation Plan for Coastal Sage Scrub Vegetation Adjacent to the Poway Road Bike Path - Class I

Project Location on Aerial Photograph  
151 | Page

## 2.0 Existing Conditions

### 2.1 Environmental Setting of Impacted and Revegetation Areas

RECON conducted a natural resources survey of the 1.06-acre Poway Bike Path project site on January 6, 2009 to assess the existing conditions, document any biological resources on-site, and quantify the amount of acreage that will be impacted (RECON 2009). The impacts from construction access and grading will occur in a 10-foot-wide area, south of the retaining wall, for the entire length of the bike path, approximately 1,850 feet and within an 200 foot x 17 foot area, immediately south of the construction access path (see Figure 4). Currently, the site is composed of moderate- to high-quality coastal sage scrub habitat and non-native grassland (Figure 5). Dominate coastal sage scrub species observed on-site include California sagebrush (*Artemisia californica*), broom baccharis (*Baccharis sarothroides*), common encelia (*Encelia californica*), and laurel sumac (*Malosma laurina*). Other species encountered include California buckwheat (*Eriogonum fasciculatum* var. *fasciculatum*) and California brickellbush (*Brickellia californica*). The revegetation site also contains 0.14 acre of Multi-Habitat Planning Area (MHPA) land (see Figure 5).

#### 2.1.1 Access

The project site can be accessed by foot from the east near the intersection of Sabre Springs and Poway Road, and from the west at the crossing of Poway Road and Cara Way. Vehicular access is not available.

#### 2.1.2 Topography and Soils

Elevations within the Poway Bike Path restoration site range from 380 feet above mean sea level (MSL) to 400 feet above MSL. Three soil types (USDA 1973), San Miguel-Exchequer rocky silt loams, 9-to-70-percent slopes (SnG), Friant rocky fine sandy loam, 30-to-70-percent slopes (FxG), and Riverwash (Rm), occur on-site. The San Miguel and Excherquer soil types have medium to rapid run-off and the erosion hazard is moderate to very high. The available water holding capacity for Friant rocky fine sandy loam is 0.5 to 1.5 inches; run-off is rapid to very rapid, and the erosion hazard is high to very high. Riverwash occurs in intermittent stream channels. The soil is typically sandy, gravelly, or cobbly and can rapidly permeate.

Image source: Copyright 2008 GlobeXplorer. All Rights Reserved (down Jan 2008)

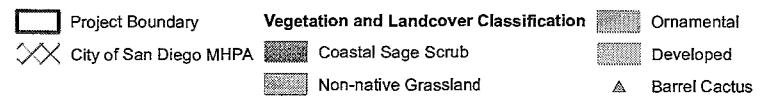
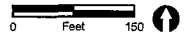


FIGURE 5

### **2.1.3 Regulatory Requirements**

The land located south of the Poway Bike Path project is considered to be Environmentally Sensitive Lands (ESL), which are subject to the following regulatory requirements. To be compliant with Section 143.0101 of Chapter 14, Article 3, Division 1 (City of San Diego 2001), the area of impacts shall be restored to the natural character of the adjacent MHPA.

## **2.2 Target Plant Community to be Revegetated**

Native coastal sage scrub plant species will be used to revegetate the post-construction disturbed areas. Plant species chosen are the same species found in the existing coastal sage scrub vegetation within the project vicinity.

## **3.0 Roles and Responsible Parties**

The Client is responsible for the revegetation activities described in this document.

Applicant: City of San Diego, Civil Engineering and Capital Projects Department  
Contact: Ms. Julie Ballesteros, Associate Engineer  
600 B Street, Suite 800, MS-908A  
San Diego, CA 92131

### **3.1 Project Proponent**

The client is the project proponent and shall be responsible for funding all aspects of the revegetation including site preparation, seeding and planting, maintenance and monitoring, and remedial actions. The project proponent shall coordinate the activities of the various contractors with the restoration specialist. The project proponent is responsible for providing and managing any financial assurances and contingency funds that may be required to ensure success of the revegetation project.

The project proponent shall manage project activities in the best interest of the desired goals and shall be solely responsible for administration of project contracts. Decisions to stop work are the responsibility of the project proponent. The project proponent shall have sole authority in decisions to suspend payment or terminate contracts, including all phases of project installation, long-term maintenance, and biological monitoring. The project proponent may, in its sole discretion at any time, replace any of these parties if necessary.

### **3.2 Restoration Specialist**

The restoration specialist shall be an individual or team with a minimum of five years' experience in native plant revegetation. The restoration specialist shall be required during pre-revegetation meetings, site preparation, seeding and planting, plant establishment, and project maintenance, and shall monitor and report on project activities in accordance with the specifications of this plan. The restoration specialist shall consult with the project proponent on any activities that may be disruptive to the revegetation effort. The restoration specialist shall direct qualified subcontractors in execution of aspects of this plan, implement required long-term maintenance of the revegetation program, and perform the required monitoring and reporting in accordance with the procedures established in this plan.

The restoration specialist shall be responsible for monitoring during site preparation, exotic and ornamental species removal, seeding and planting, and the maintenance period. The restoration specialist shall also conduct quantitative monitoring during each year of the long-term maintenance and monitoring period, according to the specifications of this plan. The restoration specialist shall prepare an as-built letter report and annual reports during the maintenance period.

Other responsibilities discussed below may be performed by the restoration specialist or by qualified subcontractors.

### **3.3 Irrigation Contractor**

If irrigation is used for this project, the irrigation contractor shall work under the direction of the restoration specialist. The irrigation contractor should be experienced in providing water to remote locations and working within and around sensitive habitat. The irrigation contractor shall water plants in a way that minimizes erosion and runoff from the site while providing the plants with adequate water.

### **3.4 Seed Supplier**

The seed supplier must have at least two years' experience collecting seeds of native upland plants for restoration projects. Additionally, the seed supplier must be able to document the region of the seed collected to assure that it meets the specifications of this plan.



### **3.5 Plant Supplier**

The native plant supplier may be the project biologist or a qualified native plant nursery. This plant supplier must have at least three years' experience propagating native plants and be able to produce properly aged plants in containers ready for outplanting. Plants shall be grown from seed collected from within 10 miles of the project site or that originated from the same watershed. All container plants shall be grown in native soil containing mycorrhizal fungi.

### **3.6 Maintenance Crew**

The maintenance crew shall work for a qualified company with at least three years of experience in implementing native plant restoration projects in upland environments. The maintenance crew shall be responsible for completion of site preparation activities under the direction of the restoration specialist. The maintenance crew shall include a state-licensed qualified applicator that will direct herbicide applications. All crewmembers applying herbicide shall receive pesticide safety training before applying herbicides.

## **4.0 Project Implementation**

Implementation will include four phases: site preparation, seeding, planting, and irrigation. All implementation work shall be conducted under the direction of the restoration specialist. The revegetation project shall be implemented in compliance with sensitive biological resource requirements.

### **4.1 Site Preparation**

Site preparation shall include removing any unwanted vegetation, weeds, and trash from within the restoration site. All materials shall be hauled off-site for disposal. Herbicide applications may be necessary to ensure that problem weeds or unwanted vegetation are effectively treated. The timing of implementation and weeds present at that time shall determine the best method for weed control/removal. This determination shall be made by the restoration specialist.

#### **4.1.1 Weed Eradication**

Once the retaining wall and bike path have been installed, the first step in revegetation of the disturbed areas is to remove any remaining exotic species. The revegetation site

shall be evaluated by the restoration specialist on whether this process will be necessary.

Existing weeds should be removed as outlined below.

- **Herbicide treatment.** The revegetation areas should be treated to a “grow-and-kill” regime using line trimmers and herbicide. Initially, the area should be mowed using a line trimmer to cut existing weeds down to the ground. The resulting thatch should then be removed from the revegetation areas. The revegetation areas should then be watered using the temporary irrigation system (or through natural rainfall) to stimulate additional weed growth. Before new seedlings set seed (generally, before they reach approximately six inches in height), application of an appropriate herbicide should be applied to the new weeds. In this way, the seed bank in the soil is reduced.

### 4.1.2 Grading and Recontouring

Any grading or recontouring of the revegetation site shall be handled by the grading contractor.

## 4.2 Planting

The native species recommended for container stock are shown in Table 1. All of the species listed are found within the coastal sage scrub vegetation that occurs along the south-facing slope, south of Poway Road.

**TABLE 1  
RECOMMENDED PLANTING DENSITIES**

Common Name	Scientific Name	Quantity	Container Size
California sagebrush	<i>Artemisia californica</i>	341	1-gallon
California buckwheat	<i>Eriogonum fasciculatum</i>	331	1-gallon
black sage	<i>Salvia mellifera</i>	213	1-gallon
common encelia	<i>Encelia californica</i>	203	1-gallon
California broom	<i>Lotus scoparius</i>	203	1-gallon
spiny redberry	<i>Rhamnus crocea</i>	120	1-gallon
toyon	<i>Heteromeles arbutifolia</i>	120	5-gallon
laurel sumac	<i>Malosma laurina</i>	120	5-gallon
low bush monkey-flower	<i>Mimulus aurantiacus</i>	119	1-gallon

The quantities of container stock of each species reflect the general abundance of plants in the nearby open space, but with several species over-represented to account for potentially high mortality. The planting density recommended for the revegetation site is approximately 3,000 plants per acre (totaling approximately 1,770 plants) and shall be planted evenly spaced throughout the site.

The final plantings will depend on the availability of appropriately aged plants; the plant supplier should be provided with at least six months advance notice to grow the plants listed. Additional plants may be installed during the second growing season, if adequate supplies are not available at time of initial planting.

The restoration specialist shall oversee the container plant layout in the field prior to planting. The restoration specialist shall use best professional judgment to determine appropriate spacing, neighboring species, and topographic location. Planting holes shall be dug approximately 50 percent larger than the container.

## **4.3 Planting Specifications**

Planting specifications include the production and planting of nursery-grown container plants.

### **4.3.1 Plant Production**

Container plants can be produced at an off-site nursery. The nursery must specialize in producing high-quality native plant species for habitat restoration projects. Plant production shall begin as seed becomes available. Native soil shall be used in the plant containers. If more native soil is needed than is available to fill plant containers, each container should receive some native soil mixed with an appropriate commercial soil mix. The native soil provides mycorrhizae (fungi) and other microorganisms that enhance native plant growth.

## **4.4 Timing and Irrigation**

As currently proposed, planting of the revegetation area should be limited to November through January in order to coincide with appropriate weather conditions. Timing of implementation is intended to depend on natural precipitation, but amounts of rainfall are highly variable from year to year. If planted during this time, plants have time to sprout and become established before the dry summer season, mortality of transplants is decreased, and success may be achieved more quickly without the use of supplemental water. After planting has occurred, the planting area will be treated with a mechanically bonded fiber matrix. This matrix will help minimize erosion and runoff from the site while also supporting the slope. The mechanically bonded fiber matrix will have a temporary green dye to ensure proper coverage and shall not have any adverse affects or be injurious to plants or wildlife.

Supplemental irrigation would provide the revegetation site with a better chance to become established. If installation of an irrigation system is determined to be feasible for



this project, a temporary irrigation system should be installed and managed throughout the duration of the maintenance and monitoring period. Irrigation is intended to provide supplemental water during the plant establishment period (PEP) and for up to one year following planting. The restoration specialist will discontinue irrigation once the plants have become established and remove the temporary irrigation system at the end of the maintenance and monitoring period. A watering schedule will be provided by the restoration specialist and updated when necessary as weather conditions change.

## **5.0 Maintenance Program**

Maintenance is needed to maintain conditions favorable to establishment and growth of native plants. The maintenance program ensures that plant establishment, weed control, replanting, and erosion control are performed adequately. Maintenance measures will be conducted throughout the revegetation area and shall be coordinated by the restoration specialist. Maintenance consists of two phases: the 120-day PEP and 24-month maintenance period.

All maintenance work shall be conducted under the direction of the restoration specialist. The maintenance activities shall be conducted in compliance with sensitive biological resource requirements.

### **5.1 Plant Establishment Period**

A 120-day PEP shall commence upon planting of the container plants. During this period, relatively intensive maintenance activities shall be conducted to aid in the establishment of planted native plants under the direction of and on a schedule determined by the restoration specialist. The maintenance crew shall control emerging weed seedlings, replace dead plants, repair erosion control devices, and remove any trash from the revegetation site. The maintenance contractor shall also be responsible for reporting any vandalism or trespassers to the City of San Diego.

If excessive damage from browsing of wildlife or domestic animals is detected, individual plants may need to be protected by temporary installation of a chicken wire fence around each plant. However, since browsing is a natural process, fencing should only be installed if browsing is expected to result in excessive plant mortality that would jeopardize erosion control.

### **5.2 24-month Long-term Maintenance Period**

Long-term maintenance shall be conducted in efforts to achieve the final success criteria. Weed control shall be the primary ongoing activity with reseeding, replanting,

and erosion control performed as needed under the direction of the restoration specialist. The recommended schedule for long-term maintenance is shown in Table 2.

**TABLE 2  
APPROXIMATE MAINTENANCE SCHEDULE**

Type/Task	PEP	Year 1	Year 2
Weed Control	Weekly	Every other month	Quarterly
Replanting/ Seeding	--	Winter	Winter
Fence maintenance	Monthly	Quarterly	Quarterly
Trash removal	Monthly	Quarterly	Quarterly
Erosion Control	As needed	Winter	Winter
Irrigation (if installed)	As-needed	As-needed	--
Irrigation Maintenance(if applicable)	As needed	As needed	--

### 5.2.1 Weed Control

Weed control shall be an integral part of the maintenance program. Weeds shall be controlled through manual or chemical means. A glyphosate-based herbicide shall be applied in most cases, but selective herbicides may also be applied to control specific types of weeds. Weeding shall be performed by maintenance workers familiar with and trained to distinguish weeds from native species to keep weed species from producing seeds and to control weed competition during establishment of the revegetation plantings. A list of exotic species detected on the site is presented in Table 3. In the event that additional invasive species are encountered, the habitat restoration specialist shall refine control measures to address the problem.

**TABLE 3  
ANTICIPATED EXOTIC SPECIES**

Common Name	Scientific Name
fennel	<i>Foeniculum vulgare</i>
greater periwinkle	<i>Vinca major</i>
tocolote, star-thistle	<i>Centaurea melitensis</i>
prickly sow thistle	<i>Sonchus asper</i>
black mustard	<i>Brassica nigra</i>
short-pod mustard	<i>Hirschfeldia incana</i>
strawberry tree	<i>Arbutus unedo</i>
sourclover	<i>Melilotus indicus</i>
white-stemmed filaree	<i>Erodium cicutarium</i>
eucalyptus	<i>Eucalyptus sp.</i>
tree tobacco	<i>Nicotiana glauca</i>
iris	<i>Iris sp.</i>
wild oats	<i>Avena sp.</i>
brome sp.	<i>Bromus sp.</i>
foxtail chess	<i>Bromus madritensis ssp. rubens</i>
Bermuda grass	<i>Cynodon dactylon</i>
fountain grass	<i>Pennisetum setaceum</i>
natal grass	<i>Rhynchelytrum repens</i>

The eleven species listed in Table 3 that are considered to be highly to moderately invasive, according to the California Invasive Plant Council (CAL-IPC), include fennel, greater periwinkle, tocolote/star-thistle, Bermuda grass, black mustard, short-pod mustard, tree tobacco, wild oats, brome sp., foxtail chess, Bermuda grass, and fountain grass. A highly invasive ranking by CAL-IPC is defined as species that have severe ecological impacts on physical processes, plant and animal communities, and vegetation structure. These plants' reproductive biology and other attributes are conducive to moderate to high rates of dispersal and establishment. A moderately invasive ranking is defined as species that have substantial and apparent, but generally not severe, ecological impacts on physical processes, plant and animal communities, and vegetation structure. Their reproductive biology and other attributes are conducive to moderate to high rates of dispersal, though establishment is generally dependent upon ecological disturbance (CAL-IPC 2006).

Weed control shall be timed to occur prior to seed set by the non-native species. During the first year after the PEP, weeding shall be performed a minimum of three times. During the maintenance period, weeding shall be done in late spring to control cool-season weeds and in late summer to control warm-season weeds. More frequent weeding visits shall be conducted at the recommendation of the restoration specialist.

## **5.2.2 Remedial Planting**

If the interim or final performance standards are not achieved for the respective monitoring year, replanting shall be conducted when soil moisture is optimal, as determined by the restoration specialist. Planting methods shall be as described for the PEP.

## **5.2.4 Supplemental Erosion Control**

Once the container plants have been installed, the planting area will be treated with a mechanically bonded fiber matrix, which will help minimize erosion and runoff from the site while the shrubs become established. Throughout the 24-month maintenance period erosion control and site repair shall be part of the continued, routine maintenance of the revegetation project. Common erosion problems anticipated may include formation of gullies and rills, and sheet erosion of bare soil areas. Repair typically includes redirection and dissipation of the water source, and recontouring of the soil. Repaired areas shall be hand seeded. Maintenance or replacement of surrounding silt shall take place when needed. These tasks can be handled by the maintenance crew.

### **5.2.5 Trash and Debris Removal**

Trash and debris shall be removed from the site as needed. Trash consists of all man-made materials, equipment, or debris left within the revegetation areas that are not serving a function related to the erosion control effort.

### **5.2.6 Irrigation Maintenance**

If an irrigation system is installed, the maintenance crew shall be available to repair, correct, or adjust the irrigation system to fit the needs of the revegetation project.

## **6.0 Monitoring Program**

Monitoring is needed to identify and correct problems that may arise during the revegetation project and to document project success. Monitoring for this project shall consist of four phases: site preparation, implementation, plant establishment, and 24-month monitoring period. Monitoring reports that discuss the progress of the revegetation shall be provided to the client. All monitoring work shall be conducted in compliance with sensitive biological resource requirements.

### **6.1 Site Preparation Monitoring**

During the site preparation phase, the restoration specialist or qualified monitor shall be present (not necessarily continuously). The monitor need not be present on-site during weed control, but shall evaluate the effectiveness of the weed control efforts approximately one week after completion of each control effort. The monitor shall determine whether and how many repeat control efforts are needed to eradicate noxious weeds from the site.

The monitor shall record dates of all site preparation activities, problems encountered, alternative approaches used, and other information necessary to provide a complete and accurate account of this phase of the project.

### **6.2 Implementation Monitoring**

The monitor shall oversee the container plant layout prior to planting to ensure that container plants are arranged in a natural manner that replicates the neighboring MHPA land. The monitor shall be available on-site during revegetation implementation to assist in making necessary plan modifications.

The monitor shall record planting dates, problems encountered, alternative approaches used, and other information necessary to provide a complete and accurate account of this phase of the project.

## **6.3 Plant Establishment Monitoring**

The monitor shall visit the site every two weeks during the 120-day PEP. During these qualitative monitoring visits, the monitor shall note container plant survival and growth, weeds present, erosion features, and other conditions affecting the ability of planted species to become established on the site.

The monitor shall record these observations and communicate them to the maintenance crew, and shall direct the crew to take appropriate actions to optimize site conditions. The monitor shall observe and record the effectiveness of these actions.

At the end of the PEP, the monitor shall make preliminary recommendations for replanting the site and communicate these recommendations to the plant suppliers.

The monitor shall submit a written report describing site preparation, project implementation, and the PEP to the City of San Diego and the project proponent within 45 days of the completion of the PEP. The as-built report shall include site preparation dates, the species and quantities of container plants installed, survival of container plants after 90 days, photo documentation of site conditions after 90 days, discussions of other aspects of site preparation, project implementation, plant establishment, and recommendations for remedial actions, if needed.

## **6.4 Monitoring Methods**

### **6.4.1 Qualitative Monitoring**

Evaluation of plant health and identifying and correcting problems as they arise are necessary for ensuring successful vegetation establishment. At a minimum, qualitative monitoring shall be conducted once monthly for the first year and once quarterly in Year 2. Qualitative monitoring involves the project biologist's reviewing the revegetation areas to examine transplant vigor, native annual and grass germination, and exotic plant encroachment and control.

### **6.4.2 Schedule**

The monitoring period shall begin with implementation of the revegetation work and shall last for a total of 28 months or until the restored vegetation has met the final

performance standards, whichever is shorter. A monitoring schedule is presented in Table 4. The monitoring program shall be conducted by the project biologist as outlined below.

**TABLE 4  
APPROXIMATE MONITORING SCHEDULE**

Type	Site Preparation	Implementation	PEP (4 months)	Year 1 (12 months)	Year 2 (12 months)
Qualitative	During action	During action	Every Other Week	Monthly	Quarterly
Reports	--	30 days after completion	As-built	Annual	Annual

## 6.5 Monitoring Reports

The monitor shall review the project area to assess survival, and growth of planted material, levels of weed competition, and erosion. The monitor shall also make visual assessments of percent cover by weeds and by native plants. The monitor shall record and report findings and make recommendations for remedial actions, if needed, to the maintenance crew after each monitoring event. If site conditions are such that additional remedial actions are required beyond those envisioned in this plan, the monitor shall communicate recommendations for remediation to the project proponent.

General site conditions shall be documented with photographs taken during the spring monitoring visit each year. This photo documentation shall provide an overview of the site and shall assist in documenting the development of the revegetation area over the course of the maintenance and monitoring period.

The monitor shall prepare quarterly progress reports during the first year of monitoring and annual reports describing qualitative monitoring results for years 1–2 (City of San Diego 2001). These reports shall summarize maintenance activities, discuss general site conditions and trends, include photo documentation of site conditions, and make recommendations for remedial actions, if needed. The annual reports shall be submitted to the City of San Diego and the project proponent by December 31 of each monitoring year.

## 7.0 Notification of Completion

When the restoration specialist determines that the performance standards have been met, the restoration specialist shall submit a final report summarizing the revegetation project and providing documentation of success. The report shall be submitted and reviewed by the City of San Diego. The restoration specialist shall organize a site visit with the City of San Diego staff. Following the site visit, the City of San Diego shall provide a written determination of project success to the restoration specialist and the

project proponent. If the project is determined to be unsuccessful, contingency measures would be implemented and any financial assurances provided by the project proponent shall not be released until the project is deemed successful.

A site review shall be scheduled for all parties to review the restored area within two months of the notification. The City of San Diego shall provide written confirmation of acceptance within one month following the site visit. Upon confirmation of habitat revegetation success, the Client shall be released from all maintenance and monitoring obligations.

## 8.0 References Cited

### California Invasive Plant Council (Cal-IPC)

- 2006 California Invasive Plant Inventory. Cal-IPC Publication 2006-02. California Invasive Plant Council: Berkeley, CA. Available: [www.cal-ipc.org](http://www.cal-ipc.org)

### Holland, R. F.

- 1986 Preliminary Descriptions of the Terrestrial Natural Communities of California. Nongame-Heritage Program, California Department of Fish and Game. October.

### RECON

- 2009 Results of a Biological Resources Survey for the Poway Road Bike Path. February.

### San Diego, City of

- 2001 City of San Diego Municipal Code Biology Guidelines. Adopted September 8, 1999. Amended May 19, 2001.
- 2002 City of San Diego Biology Guidelines for the Conducting Biology Surveys, Attachment III – General Outline for Revegetation/Restoration Plans. July.
- 2008 City of San Diego Biology Guidelines for the Environmentally Sensitive Lands Regulations (ESL), General Development Regulations: Chapter 14, Article 2, Division 4. Adopted January 1, 2000. Revised November 2008.

### U.S. Department of Agriculture Soil Conservation Service (USDA)

- 1973 Soil Survey, San Diego Area, CA. Edited by Roy H. Bowman. Soil Conservation Service and Forest Service.

**APPENDIX I**  
**PRODUCT SUBMITTAL FORM**





**Product Submittal Form**

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

Project Name: \_\_\_\_\_

SAP No. (WBS/IO/CC): \_\_\_\_\_

Drawing Number: \_\_\_\_\_

Resident Engineer Name: \_\_\_\_\_

Submittal Number: \_\_\_\_\_

List name, type, purpose and quantity of product to be used (include model number if applicable):

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

List location on job product is to be used (Specify locations, sheets, stations, as applicable):

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

Does this product deviate from the standards?  Yes  No If yes, explain how it deviates.

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

Specify sections of standards that apply/govern this product.

	Reference Specification Number(s)
<b>Special Provisions</b>	_____
<b>Whitebook</b>	_____
<b>Greenbook</b>	_____
<b>ASTM</b>	_____
<b>AWWA</b>	_____
<b>UL<sup>1</sup></b>	_____
<b>Other<sup>1</sup></b>	_____

<sup>1</sup>Attach relevant pages.

What standards govern this product's installation?

---

---

Provide installation instruction and requirements as required by the Contract Documents, ASTM or Manufacturer

Independent Certified Lab Test Provided?     Yes     No

Certified or authorized Installer:             Yes     No

Has this product been used on City of San Diego projects for this type of application?

Yes     No    If yes, list project name(s):

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Has this product been used at other municipalities for similar projects?     Yes     No

If yes, provide details (Municipality name, project name, and contact person including, email address and phone number).

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**City Response:**

NO EXCEPTION TAKEN

REJECTED

SUBMIT SPECIFIED ITEM

MAKE CORRECTIONS NOTED

REVISE AND RESUBMIT

SUBMIT TO AML  
COMMITTEE FOR  
CONSIDERATION

---

CITY PROJECT MANAGER

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

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

Date: \_\_\_\_\_

CITY RESIDENT ENGINEER

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

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

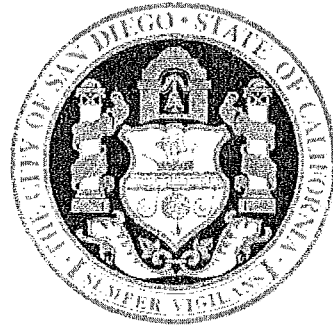
Date: \_\_\_\_\_

# City of San Diego

CITY CONTACT: Eleida Felix Yackel, Contract Specialist, Email: Efelixyackel@sandiego.gov

Phone No. (619) 533-3449, Fax No. (619) 533-3633

## ADDENDUM "B"



FOR

## POWAY ROAD BICYCLE PATH – CLASS I

BID NO.:	<u>K-14-5963-DBB-3</u>
SAP NO. (WBS/IO/CC):	<u>S-00943</u>
CLIENT DEPARTMENT:	<u>2113</u>
COUNCIL DISTRICT:	<u>5</u>
PROJECT TYPE:	<u>IA</u>

**BID DUE DATE:**

**2:00 PM**

**MARCH 4, 2014**

**CITY OF SAN DIEGO**

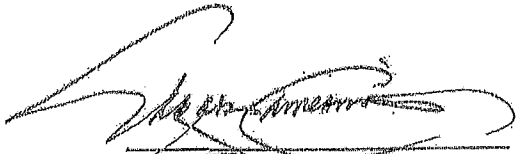
**PUBLIC WORKS CONTRACTING GROUP**

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

**SAN DIEGO, CA 92101**

# ENGINEER OF WORK

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



Registered Engineer  
EDGAR CAMERINO  
ASSOCIATE PRINCIPAL  
PICK ENGINEERING COMPANY

02/26/14  
Date

Seal:



Brad Johnson  
2) For City Engineer

2/27/14  
Date

Seal:



**A. CHANGES TO CONTRACT DOCUMENTS**

The following changes to the Contract Documents are hereby made effective as though originally issued with the bid package. Bidders are reminded that all previous requirements to this solicitation remain in full force and effect.

**B. BIDDER'S QUESTIONS**

Q1. TRAFFIC CONTROL PLANS. In the traffic control plans there appears a note on every plan sheet: "WITH THE EXCEPTION OF THE CALTRANS ENCROACHMENT PERMIT HOURS TO SET UP AND REMOVE TEMPORARY K-RAIL AND TRAFFIC CONTROL, WORKING HOURS ARE 8:30AM TO 3:30PM". In the body of the referenced Caltrans encroachment permit, the following statement appears: "Working hours shall be 9:00pm to 5:00am, Sunday through Thursday, or as directed or approved by the State's inspector".

Does this constraint apply only to that portion of the project within the Caltrans right-of-way?

A1. The 9:00 PM to 5:00 AM Working Hours that have been specified in the Caltrans Encroachment Permit apply to the work being done in Caltrans right-of-way and the installation and removal of K-rail within the City right-of-way.

Q2. TRAFFIC CONTROL PLANS. If not, how are the terms and conditions of a Caltrans encroachment permit made applicable to work outside the Caltrans right-of-way?

A2. CALTRANS Encroachment Permit requirements to apply to the installation and removal of K-rail and associated traffic control requirements.

Q3. TRAFFIC CONTROL PLANS. Regardless of derivation of authority, during what hours may the contractor set up and remove temporary K-rail for this project outside the Caltrans right-of-way?

A3. Installation and removal of all K-rail to follow requirements of the Caltrans Encroachment Permit.

Q4. TRAFFIC CONTROL PLANS. Further, upon careful examination of the traffic control plans relative to the use of temporary K-rail and the construction operations necessary to perform the work under the contract, we conclude that there is not sufficient room within the work area depicted on the traffic control plans to efficiently prosecute the work and that it will be necessary to have the option to close an eastbound lane during some portions of the 24 hour day in order to excavate and load the structure excavation for export from the site and to deliver the masonry blocks, backfill material, concrete, and other material needed for the prosecution of the work in some reasonably efficient manner in order for this project to be built within the present budget range.. Any obstacle to efficient

means and methods adds to the total cost of construction and reduces the scope of improvements that can be put in place each year in the City.

- A4. The Project is to be bid per the current Traffic Control Plans.
- Q5. CONTRACT DOCUMENTS VOL. 2 PAGE 10. Regarding Item 16, Bar Reinforcing Steel (Retaining Wall). As there is no reinforcing steel indicated for the actual KEYSTONE WALL (paid in item 18) and there is an item 17, Reinforced Concrete Coping and Sidewalk, we do not clearly understand for what reinforcing steel that Item 16 is intended to provide payment. The quantity seems to approximately match the amount of steel indicated in the aforementioned Reinforced Concrete Coping and Sidewalk, but we can find no guidance in the contract documents. PLEASE CLARIFY.
- A5. Item 16, Bar Reinforcing Steel (Retaining Wall) is the quantity of steel used in Item 17, Reinforced Concrete Coping and Sidewalk. Section 303-1.11 Paragraph 3 of the 2012 Greenbook identifies that reinforcing steel may be "scheduled as a separate item."

James Nagelvoort, Director  
Public Works Department

Dated: *February 27, 2014*  
San Diego, California

JN/AR/egz

# City of San Diego

CITY CONTACT: Eleida Felix Yackel, Contract Specialist, Email: Efelixyackel@sandiego.gov  
Phone No. (619) 533-3449, Fax No. (619) 533-3633

## ADDENDUM "A"

FOR



## POWAY ROAD BICYCLE PATH – CLASS I

BID NO.:	<u>K-14-5963-DBB-3</u>
SAP NO. (WBS/IO/CC):	<u>S-00943</u>
CLIENT DEPARTMENT:	<u>2113</u>
COUNCIL DISTRICT:	<u>5</u>
PROJECT TYPE:	<u>IA</u>

---


**BID DUE DATE:**

**2:00 PM  
MARCH 4, 2014  
CITY OF SAN DIEGO  
PUBLIC WORKS CONTRACTING GROUP  
1010 SECOND AVENUE, 14<sup>th</sup> FLOOR, MS 614C  
SAN DIEGO, CA 92101**



# ENGINEER OF WORK


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

  
1) Registered Engineer  
*EDGAR CAMARINO*  
*Principal*  
*Rick Engineering Company*

02/20/2014  
Date

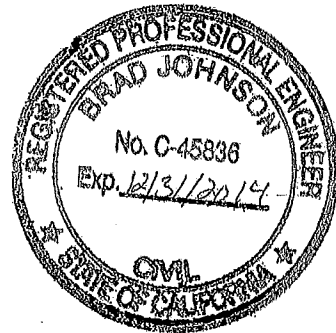
Seal:



  
2) For City Engineer

2/20/2014  
Date

Seal:



## **A. CHANGES TO CONTRACT DOCUMENTS**

The following changes to the Contract Documents are hereby made effective as though originally issued with the bid package. Bidders are reminded that all previous requirements to this solicitation remain in full force and effect.

## **B. BIDDER'S QUESTIONS**

- Q1. If the table of values listed in SECTION 2, DESIGN PARAMETERS on sheet S-06 (36911-24 of 27) are intended to be additional numerical standards that material to be used for "REINFORCED BACKFILL", that should be plainly stated with some clarifications, such as:
- A1. The values in Section 2 are design values provided in the geotechnical report for use by the wall designer to design the wall. These values need to be met for the project. The soil parameters provided in Section 3 are soil criteria provided by the wall designer and also need to be met.
- Q2. SECTION 2, DESIGN PARAMETERS, on sheet S-06 (36911-24 of 27). FRICTION ANGLE. Is that a minimum, a maximum, or an average that the material to be used for "REINFORCED BACKFILL" must meet?
- A2. The friction angle indicated is a minimum value. Soil used as backfill should meet or exceed this value.
- Q3. SECTION 2, DESIGN PARAMETERS, on sheet S-06 (36911-24 of 27). COHESION: What reference test, by number, is to be used to test the material to be used for "REINFORCED BACKFILL" for conformance? Zero is not a realistic value as a practical value. Some minor amount must be acceptable to allow for test procedure variations.
- A3. The cohesion is a minimum value. The use of a "0" value indicates the wall designer has neglected cohesion in the design. Any value of cohesion will exceed the value specified and is acceptable. The cohesion, as well as the soil friction angle, is measured using ASTM D 3080 test method. The geotechnical engineer will perform testing on samples of soil to be used as backfill to confirm they meet the required value.
- Q4. SECTION 2, DESIGN PARAMETERS, on sheet S-06 (36911-24 of 27). UNIT WEIGHT: is that a minimum, a maximum, or an average that the material to be used for "REINFORCED BACKFILL" must meet? What reference test will be used to determine the unit weight? Is the stated unit weight, if a requirement, the unit weight as placed including its water content or the unit weight as placed with the weight of the water content deducted?
- A4. This value is typically an average value. The unit weight is the moist unit weight that includes the weight of water for a soil compacted to the project specified

relative compaction. A soil that has a higher unit weight does not necessarily mean the soil is not suitable for backfill. The geotechnical engineer in consultation with the wall designer can evaluate a soil for use as backfill that has a higher unit weight than what is shown on the plan. ASTM D1557 is the test standard to determine the soil maximum unit weight. This value is multiplied by the project specified compaction standard (e.g., 90 or 95 percent) to determine the compacted unit weight.

- Q5. In Section 2-7 of the SUPPLEMENTARY SPECIAL PROVISIONS entitled: SUBSURFACE DATA, there are four documents listed "for review". Are these reports contract documents?
- A5 The documents that are listed under SECTION 2-7 SUBSURFACE DATA of the SUPPLEMENTARY SPECIAL PROVISIONS are part of the contract documents.
- Q6. The questions about "APPROXIMATE LIMITS OF EXCAVATION" shown on "TYPICAL SECTION" on plan sheet S-04, (36911-22-D of 27) were raised. One is a 0.5 H to 1.0 V from the top of the excavation to the bottom of the excavation. The other is a 1.0 H to 1.0 V from the top of the excavation to within 5' MAX of the bottom of the excavation.
- A6. The Addendum to the "Geotechnical Investigation Poway Road Bike Path" that was prepared February 17, 2012 by GEOCON identifies the excavation limits that are to be used during construction. See Section 2-7 of Contract Documents for the location of the referenced document. The limits that are identified in the Addendum match the limits shown on the plans.
- Q7. CADD files of the contract plans with information on the existing ground and the planned construction were requested.
- A7. See Section C Item 1 of this Addendum:
- Q8. Is there a contractor lay down area for this project?
- A8. There is minimal equipment storage area provided behind the traffic control K-Rail for this project as shown on the Erosion Control Sheet. Please see sheet 8 (EC-2) of the plans for the designated area.
- Q9. Will the existing excavated material be suitable for reuse as structural backfill?
- A9. Please see sheet 24 (S-6) of the plans for notes regarding backfill material for Keystone Wall.

Q10. Is there a space provided on site or locally for stockpiling material?

A10. There is minimal material storage area provided behind the traffic control K-Rail for this project as shown on the Erosion Control Sheet. Please see sheet 8 (EC-2) of the plans for the designated area.

**C. VOLUME 1**

1. To SUPPLEMENTARY SPECIAL PROVISIONS, Page 31, SECTION 2 – SCOPE AND CONTROL OF WORK, ADD the following:

**ADD:**

**2-18 CONSTRUCTION PLANS.**

Construction plans in CADD format are available for use by visiting:

<ftp://ftp.sannet.gov/OUT/ECP/2-7%20SUBSURFACE%20DATA/Poway%20Road%20Bicycle%20Path%20-%20Class%20I/>

James Nagelvoort, Director  
Public Works Department

Dated: *February 20, 2014*  
San Diego, California

JN/AR/lad

# City of San Diego

CONTRACTOR'S NAME: RAMONA PAVING & CONSTRUCTION CORP.

ADDRESS: 1303 Olive St. Ramona, CA. 92065

TELEPHONE NO.: 760-788-2847 FAX NO.: 760-789-9935

CITY CONTACT: Eleida Felix Yackel, Contract Specialist, Email: Efelixyackel@sandiego.gov

Phone No. (619) 533-3449, Fax No. (619) 533-3633

D Marsden/A Reyes/egz

## CONTRACT DOCUMENTS

## FOR

## POWAY ROAD BICYCLE PATH – CLASS I

VOLUME 2 OF 2

BID NO.:	<u>K-14-5963-DBB-3</u>
SAP NO. (WBS/IO/CC):	<u>S-00943</u>
CLIENT DEPARTMENT:	<u>2113</u>
COUNCIL DISTRICT:	<u>5</u>
PROJECT TYPE:	<u>IA</u>

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

- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- PREVAILING WAGE RATES: STATE  FEDERAL



**THIS BIDDING DOCUMENT TO BE SUBMITTED IN ITS ENTIRETY  
REFER TO VOLUME 1 COVER PAGE FOR TIME, DATE, AND LOCATION**

TABLE OF CONTENTS

DESCRIPTION

PAGE NUMBER

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.

1. Bid/Proposal.....	3
2. Bid Bond .....	5
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
7. Form AA35 - List of Subcontractors .....	15
8. Form AA40 - Named Equipment/Material Supplier List .....	16

**BIDDING DOCUMENTS**

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**PROPOSAL**

**Bidder's General Information**

To the City of San Diego:

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

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

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

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

**IF A PARTNERSHIP, SIGN HERE:**

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

**BIDDING DOCUMENTS**

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

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

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

\_\_\_\_\_

Full Name and Character of partner

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

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

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

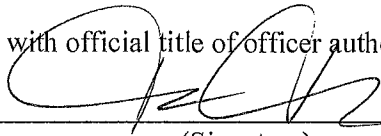
(6) Telephone No. \_\_\_\_\_ Facsimile No. \_\_\_\_\_

(7) Email Address \_\_\_\_\_

**IF A CORPORATION, SIGN HERE:**

(1) Name under which business is conducted Ramona Paving & Construction Corp.

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



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

Thomas Theaker

\_\_\_\_\_  
(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) 1303 Olive St.

(5) City and State Ramona, CA. Zip Code 92065

(6) Telephone No. 760-788-2847 Facsimile No. 760-789-9935

(7) Email Address info@ramonapaving.com



**BIDDING DOCUMENTS**

**THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:**

In accordance with the "NOTICE INVITING 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-12 / HAZ

LICENSE NO. 795526 EXPIRES 5-31-2015

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): [REDACTED]

Email Address: info@ramonapaving.com

**THIS PROPOSAL MUST BE NOTARIZED BELOW:**

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

Signature [Handwritten Signature] Title President

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 3rd DAY OF March, 2014.

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

[Handwritten Signature: Annette M. Hathaway]  
(NOTARIAL SEAL)



**BIDDING DOCUMENTS**

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**BID BOND**

KNOW ALL MEN BY THESE PRESENTS.

That Ramona Paving & Construction, Corp. 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

Poway Road Bicycle Path- Class I

NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time and in the manner required in the "Notice Inviting Bids" enters into a written Agreement on the form of agreement bound with said Contract Documents, furnishes the required certificates of insurance, and furnishes the required Performance Bond and Payment Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said OWNER and OWNER prevails, said Surety shall pay all costs incurred by said OWNER in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this 6th day of February, 2014

Ramona Paving & Construction, Corp. (SEAL)

U.S. Specialty Insurance Company (SEAL)

(Principal)

(Surety)

By: 

(Signature)

By: 

Bart Stewart, Attorney-in-Fact

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

\*\*\*SEE ATTACHED CERTIFICATE\*\*\*

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:

Bart Stewart of Encinitas, 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 December 08, 2016. 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 10th day of December, 2012.

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

Corporate Seals



[Signature] Daniel P. Aguilar, Vice President

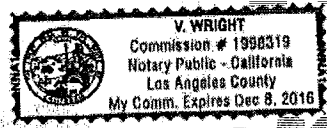
State of California

County of Los Angeles SS:

On 10th day of December, 2012, before me, Vanessa Wright, 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. I witness my hand and official seal.

Signature [Signature] (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 10th day of February, 2014.

Corporate Seals

Bond No. N/A Agency No. 10541



[Signature] Jeannie Lee, Assistant Secretary

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Diego

On 02/06/2014 before me, Brittany Aceves, Notary Public  
(Here insert name and title of the officer)

personally appeared Bart Stewart

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 Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

\_\_\_\_\_  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

\_\_\_\_\_  
(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer  
\_\_\_\_\_ (Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

BIDDING DOCUMENTS

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

State of California )
) ss.
County of San Diego )

Thomas Theaker, 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 3rd day of March, 2014
Annette M. Hathaway
Notary Public

(SEAL)



**BIDDING DOCUMENTS**

**CONTRACTORS CERTIFICATION OF PENDING ACTIONS**

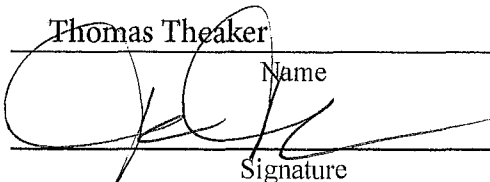
As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated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

CHECK ONE BOX ONLY.

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

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

Contractor Name: Ramona Paving & Construction Corp.

Certified By Thomas Theaker Title President  
  
 Name  
 Signature Date March 3, 2014

**USE ADDITIONAL FORMS AS NECESSARY**

**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: <b>Ramona Paving &amp; Construction Corp.</b>	Contact Name: <b>Annette Theaker</b>
Company Address: <b>1303 Olive St. Ramona, CA. 92065</b>	Contact Phone: <b>760-788-2847</b>
	Contact Email: <b>info@ramonapaving.com</b>

**CONTRACT INFORMATION**

Contract Title: <b>City of San Diego / Poway Road Bicycle Path - Class 1</b>	Start Date: <b>TBD</b>
Contract Number (if no number, state location): <b>K-14-5963-DBB-3-C</b>	End Date: <b>153 days after start</b>

**SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS**

The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the contract. To comply:

- Contractor shall offer equal benefits to employees with spouses and employees with domestic partners.
  - Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit.
  - Any benefit not offer an employee with a spouse, is not required to be offered to an employee with a domestic partner.
- Contractor shall post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods.
- Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements.
- Contractor shall submit *EBO Certification of Compliance*, signed under penalty of perjury, prior to award of contract.

NOTE: This summary is provided for convenience. Full text of the EBO and Rules Implementing the EBO are available at [www.sandiego.gov/administration](http://www.sandiego.gov/administration).

**CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION**

Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.

- I affirm **compliance** with the EBO because my firm (*contractor must select one reason*):
- Provides equal benefits to spouses and domestic partners.
  - Provides no benefits to spouses or domestic partners.
  - Has no employees.
  - Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.
- I request the City's approval to pay affected employees a cash equivalent in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]

Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

**Annette Theaker / Sec. / Treas.**

**02-28-14**

Name/Title of Signatory

Signature

Date

**FOR OFFICIAL CITY USE ONLY**

Receipt Date:	EBO Analyst:	<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved – Reason:
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(Rev 02/15/2011)

**BIDDING DOCUMENTS**

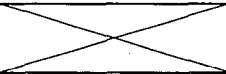
**PROPOSAL (BID)**

The Bidder agrees to the construction of **Poway Road Bicycle Path – Class I**, 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
<b>BASE BID</b>							
1	1	LS	524126	2-4.1	Bonds (Payment and Performance)	<del>                    </del>	\$40,000.00
2	1	AL	237310	7-5.3	CalTrans Encroachment Permit - Type I	<del>                    </del>	\$5,000.00
3	1	LS	237310	7-10.2.6	Traffic Control	<del>                    </del>	\$35,000.00
4	2,800	LF	237310	7-10.2.6	Temporary K-rail	\$ 14.00	\$ 39,200.00
5	1	LS	237310	7-10.2.6	Flashing Arrow Boards	<del>                    </del>	\$ 2,500.00
6	14	EA	237310	7-10.2.6	Temporary Crash Cushion Module (Array TS14)	\$ 325.00	\$4,550.00
7	2	EA	237310	7-10.2.6	Temporary Crash Cushion Module (Absorb 350 TL-3)	\$ 9,500.00	\$ 19,000.00
8	1	AL		9-3.5	Field Orders - Type II	<del>                    </del>	\$62,500.00
9	1	LS	238910	300-1.4	Clearing & Grubbing	<del>                    </del>	\$ 100,000.00
10	1,053	CY	237310	300-2.9	Unclassified Excavation	\$20.00	\$ 21,060.00
11	5,710	CY	237310	300-3.6	Structure Excavation and Backfill	\$ 15.00	\$ 85,650.00
12	1.5	TON	237110	300-11.4	Riprap (Light Class)	\$ 100.00	\$150.00
13	1	EA	238210	301-1.7	Adjust Pull Box to Grade	\$ 300.00	\$ 300.00
14	9	EA	237310	302-1.12	Traffic Detector Loop Replacement	\$ 500.00	\$ 4,500.00
15	1	EA	237110	303-1.11	Catch Basin Type I	\$1,500.00	\$ 1,500.00
16	14,550	LB	238110	303-1.11	Bar Reinforcing Steel (Retaining Wall)	\$1.00	\$ 14,550.00



## BIDDING DOCUMENTS

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
17	210	CY	238110	303-1.11	Reinforced Concrete Coping and Sidewalk	\$ 450.00	\$ 94,500.00
18	11,810	SF	238110	303-4.3.2	Keystone Wall	\$ 27.00	\$ 318,870.00
19	700	LF	237310	303-5.9	Curb and Gutter (6-Inch Curb, Type H)	\$ 28.00	\$19,600.00
20	750	LF	237310	303-5.9	Curb and Gutter (Modified, Type H)	\$ 28.00	\$ 21,000.00
21	350	SF	237310	303-5.9	Commercial Concrete Driveway	\$ 6.50	\$ 2,275.00
22	19,300	SF	237310	303-5.9	Sidewalk	\$ 5.00	\$96,500.00
23	400	LF	237310	304-2.2.3	Guardrail	\$ 65.00	\$ 26,000.00
24	1,370	LF	237310	304-2.3.4	Salvage and Relocate Existing Guardrail	\$ 56.00	\$76,720.00
25	1,720	LF	238990	304-3.4	Chain Link Fence (Vinyl-coated, Black)	\$ 27.00	\$ 46,440.00
26	2	EA	238990	304-3.4	Gate, 6'	\$ 1,500.00	\$3,000.00
27	24	LF	237110	306-1.6	18-Inch RCP Storm Drain (2000-D)	\$ 180.00	\$ 4,320.00
28	20	LF	237110	306-1.6	18-Inch RCP Storm Drain (2000-D, Bevel One Side)	\$ 225.00	\$4,500.00
29	24	LF	237110	306-1.6	24-Inch RCP Storm Drain (1350-D)	\$ 300.00	\$7,200.00
30	1	EA	237110	306-1.6	Concrete Pipe Collar	\$800.00	\$ 800.00
31	1	EA	237110	306-1.6	Concrete Lug	\$ 800.00	\$ 800.00
32	2	EA	238210	307-2	Relocate Existing Streetlight	\$ 2,500.00	\$ 5,000.00
33	1	LS	238210	307-2	Relocate Traffic Count Station Cabinet and Equipment		\$5,750.00
34	9	EA	238210	307-2	Pull Box	\$350.00	\$3,150.00
35	530	LF	238210	307-2	Relocate Electrical Conduit (Streetlight)	\$19.50	\$ 10,335.00
36	32	LF	238210	307-2	2-Inch PVC Conduit Per City Standards	\$ 17.50	\$ 560.00

**BIDDING DOCUMENTS**

<b>Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>NAICS</b>	<b>Payment Reference</b>	<b>Description</b>	<b>Unit Price</b>	<b>Extension</b>
37	550	CY	561730	308-7	10-Inch Deep Class A Top Soil	\$ 30.00	\$ 16,500.00
38	1	LS	237310	314-4.3.7	Painting, Pavement Markings and Curb Markings	<del>                    </del>	\$ 9,000.00
39	1	LS	238210	314-6.2	Roadside Signs and Post	<del>                    </del>	\$ 4,200.00
40	1	LS	237990	700-2.15	Construction Fencing	<del>                    </del>	\$ 2,500.00
41	1	LS	561730	700-2.15	Re-vegetation and Erosion Control	<del>                    </del>	\$ 95,000.00
42	1	LS	541330	700-2.15	Re-vegetation Maintenance and Monitoring Program	<del>                    </del>	\$ 16,000.00
43	1	LS	541330	701-13.9.5	Water Pollution Control Program Development	<del>                    </del>	\$ 1,500.00
44	2	EA	237990	701-13.9.5	Inlet Marker	\$ 150.00	\$ 300.00
45	1	LS	237990	701-13.9.5	Water Pollution Control Program Implementation	<del>                    </del>	\$ 2,500.00
<b>ESTIMATED TOTAL BID:</b>							<b>\$ 1,330,280.00</b>

**BIDDING DOCUMENTS**

TOTAL BID PRICE FOR BID (Items 1 through 45 inclusive) amount written in words:

One million three hundred thirty thousand two hundred eighty dollars and zero cents.

The Bid shall contain an acknowledgment of receipt of all addenda, the numbers of which shall be filled in on the Bid form. If an addendum or addenda has been issued by the City and not noted as being received by the Bidder, this proposal shall be rejected as being **non-responsive**. The following addenda have been received and are acknowledged in this bid: A, B

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

Thomas Theaker  
Annette Theaker

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.


Bidder: Ramona Paving & Construction Corp.

Title: Thomas Theaker: Pres. and Gen. Manager, Annette Theaker : Sec.-Treas.

Business Address: 1303 Olive St. Ramona, CA.

Place of Business: Ramona, CA. (San Diego County)

Place of Residence: Ramona, CA. (San Diego County)

Signature: 

## BIDDING DOCUMENTS

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### 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 <sup>ⓐ</sup>	WHERE CERTIFIED ⓑ	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>Herricane/Roadway Fence</u> Address: <u>P.O. Box 1636</u> City: <u>Ramona</u> State: <u>CA</u> Zip: <u>92065</u> Phone: <u>760-789-4142</u>	constructor	Fencing	\$49,200.00	SLBE	City of S.D.	
Name: <u>Lacey Inc.</u> Address: <u>1295 Distribution Way</u> City: <u>Nigita</u> State: <u>CA</u> Zip: <u>92081</u> Phone: <u>760-509-0079</u>	constructor	retaining wall	\$286,716.00	SLBE	City of S.D.	
Name: <u>Earth Forms</u> Address: <u>475 E. Mission Rd.</u> City: <u>San Marcos</u> State: <u>CA</u> Zip: <u>92069</u> Phone: <u>760-736-0073</u>	constructor	Re- vegetation Erosion. Maint.	\$99,219.00	N/A		

ⓐ 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.**

Form Title: LIST OF SUBCONTRACTORS

(Rev. July 2012)

Form Number: AA35

Poway Road Bicycle Path – Class I

15 | Page

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# 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>Statewide Stripes</u> Address: <u>P.O. Box 600710</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92160-0710</u> Phone: <u>619-560-6887</u>	constructor	striping, signage	\$ <u>11,048.70</u>	DBE	City of S.D.	
Name: <u>Pecora Electric</u> Address: <u>P.O. Box 710130</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92172</u> Phone: <u>619-449-0045</u>	constructor	Electrical, loops	\$ <u>24,810.00</u>	SLBE	City of S.D.	
Name: <u>S&amp;B Engineering</u> Address: <u>P.O. Box 1400</u> City: <u>Lakeside</u> State: <u>CA</u> Zip: <u>92040</u> Phone: <u>619-390-6570</u>	constructor	guardrail	\$ <u>29,930.00</u>	ELBE	City of S.D.	

① As appropriate, Bidder shall identify Subcontractor as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

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

② As appropriate, Bidder shall indicate if Subcontractor is certified by:

City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC	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.**

Form Title: LIST OF SUBCONTRACTORS

(Rev. July 2012)

Form Number: AA35

Poway Road Bicycle Path – Class I

**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 <sup>ⓐ</sup>	WHERE CERTIFIED <sup>ⓑ</sup>
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.**