

City

Del Mar Environmental & Construction
Services, Inc.

Mr. Juan Diez de Bonilla, President
629 Del Mar Ave.
Chula Vista, CA 91910

P: (619) 638-3679 F: (619) 420-4669

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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
LSchultz/BDoringo/LAD

**CONTRACT
DOCUMENTS**

ORIGINAL



FOR

BAYSHORE BIKEWAY MITIGATION

VOLUME 1 OF 2

BID NO.: _____ **L-14-5785-DBB-1**
SAP NO. (WBS/IO/CC): _____ **S-00944**
CLIENT DEPARTMENT: _____ **2116**
COUNCIL DISTRICT: _____ **8**
PROJECT TYPE: _____ **IA**

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- COMPETITION RESTRICTED TO: SLBE-ELBE or ELBE FIRMS ONLY.
- PREVAILING WAGE RATES: STATE FEDERAL
- THIS IS A SANDAG FUNDED CONTRACT.

BID DUE DATE:

**1:30 PM
OCTOBER 15, 2013
CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTING GROUP
1010 SECOND AVENUE, SUITE 1400, MS 614C
SAN DIEGO, CA 92101**

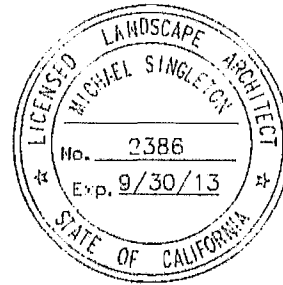
ENGINEER OF WORK

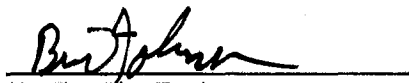
The engineering Specifications and Special Provisions contained herein have been prepared by or under the direction of the following Registered Landscape Architect and Engineer:


1) Registered Landscape Architect

August 14, 2013
Date

Seal:




2) For City Engineer

8/21/13
Date

Seal:



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CITY OF SAN DIEGO, CALIFORNIA

NOTICE INVITING BIDS

1. **LIMITED COMPETITION:** This contract may only be bid by the Contractors on the City's approved SLBE-ELBE Construction Contractors List. For information regarding the SLBE-ELBE Construction Program and registration visit the City's web site: <http://www.sandiego.gov>.
2. **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 **Bayshore Bikeway Mitigation** (Project).
3. **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:

A five year Mitigation plan for the Bayshore Bikeway Mitigation that will include a variety of planting with a temporary irrigation system. The temporary irrigation system will connect an irrigation main line to a solar powered irrigation controller to a meter and a backflow preventer on an existing private company water line for temporary irrigation system and landscaping, which is located east of Saturn Boulevard and north of Boundary Avenue on U.S. Fish and Wildlife refuge. The planting will include a variety of live planting and hydroseed mix. The meter will be placed on an existing water line owned by California American Water Company to provide irrigation for three years.

3.1. The Work shall be performed in accordance with:

3.1.1. This Notice Inviting Bids and Plans numbered **37081-1-D** through **37081-7-D**, inclusive.

4. EQUAL OPPORTUNITY

4.1. 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.

5. SUBCONTRACTING PARTICIPATION PERCENTAGES.

- 5.1. The City has incorporated voluntary subcontractor participation percentage to enhance competition and maximize subcontracting opportunities as follows.
- 5.2. The following voluntary subcontractor participation percentage for DBE, DVBE, WBE, MBE, SLBE, and ELBE certified Subcontractors shall apply to this contract:

Total voluntary subcontractor participation percentage for this project is 24.7%.

6. PRE-BID MEETING:

- 6.1. 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, Suite 1400, San Diego, CA 92101 at **10:00 A.M., on September 17, 2013.**
- 6.2. All potential bidders are encouraged to attend.

6.3. 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.

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

7.1. **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>.

7.2. 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.

8. **CONSTRUCTION COST:** The City’s estimated construction cost for this contract is **\$169,300.00**.

9. **LOCATION OF WORK:** A 2.7 acre area owned by U.S. Fish and Wildlife, located north of 19th Street and Boundary Avenue. For location map refer to Supplementary Special provisions, Appendix D.

10. **CONTRACT TIME:** The Contract Time for completion of the Work shall be **33 Working Days**.

11. **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.

11.1. The City has determined the following licensing classifications for this contract:

Option	Classification(s)
1	CLASS A
2	CLASS C27

12. **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.

13. PREVAILING WAGE RATES: Prevailing wage rates apply to this contract.

13.1. STATE REQUIREMENTS FOR CONTRACTS SUBJECT TO STATE PREVAILING WAGE REQUIREMENTS.

13.1.1. 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. 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.

13.1.2. 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.

13.1.3. 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.

13.1.4. 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.

14. INSURANCE REQUIREMENTS:

14.1. 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.

14.2. 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.

15. PREQUALIFICATION OF CONTRACTORS:

15.1. 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>

15.2. 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, Suite 1400, 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.

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

Title	Edition	Document Number
Standard Specifications for Public Works Construction (“The GREENBOOK”)	2012	PITS070112-01
City of San Diego Standard Specifications for Public Works Construction (“The WHITEBOOK”)*	2012	PITS070112-02
City of San Diego Standard Drawings*	2012	PITS070112-03
Caltrans Standard Specifications	2010	PITS070112-04
Caltrans Standard Plans	2010	PITS070112-05
California MUTCD	2012	PITS070112-06
City Standard Drawings - Updates Approved For Use (when specified)*	Varies	Varies
Standard Federal Equal Employment Opportunity Construction Contract Specifications and the Equal Opportunity Clause Dated 09-11-84	1984	769023
NOTE: Available online under Engineering Documents and References at: http://www.sandiego.gov/publicworks/edocref/index.shtml		

17. 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.

18. **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.
19. **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.
20. **SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-1.6, "Trade Names or Equals" in The WHITEBOOK and as amended in the SSP.
21. **AWARD PROCESS:**
 - 21.1. The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
 - 21.2. 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.
 - 21.3. This contract will be deemed executed, and effective, only upon the signing of the Contract by the Mayor or designee of the City.
22. **SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" in The WHITEBOOK 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.
23. **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.
24. **QUESTIONS:**
 - 24.1. 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 procurement action shall be addressed to the Public Works Contracting Group, Attention Contract Specialist, 1010 Second Avenue, Suite 1400, San Diego, California, 92101, and Telephone No. (619) 533-3450.

- 24.2. Questions received less than 14 days prior to the date for opening of Bids may not be answered.
- 24.3. Interpretations or clarifications considered necessary by the City in response to such questions will be issued by Addenda which will be uploaded to the City's online bidding service.
- 24.4. 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.
25. **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.
26. **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.
27. **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.
- 27.1. 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.
- 27.2. The City may require any Bidder to furnish a statement of experience, financial responsibility, technical ability, equipment, and references.
- 27.3. 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.
- 27.4. Bids may be withdrawn by the Bidder prior to, but not after, the time fixed for opening of Bids.

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

- 28.1.** 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.
- 28.2.** 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.
- 28.3.** A Bid received without the specified bid security will be rejected as being **non-responsive**.

29. AWARD OF CONTRACT OR REJECTION OF BIDS:

- 29.1.** This contract may be awarded to the lowest responsible and reliable Bidder.
- 29.2.** 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.
- 29.3.** 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.
- 29.4.** 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.
- 29.5.** 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."

- 29.6. 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.
- 29.7. 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.
- 29.8. 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.

30. BID RESULTS:

- 30.1. 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.
- 30.2. 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.

31. THE CONTRACT:

- 31.1. 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.
- 31.2. 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.
- 31.3. 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.

- 31.4.** 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.
- 31.5.** 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.
- 32. 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.
- 33. CITY STANDARD PROVISIONS.** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
- 33.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 33.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 33.3.** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
- 33.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 33.5.** 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.
- 33.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 33.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

34. PRE-AWARD ACTIVITIES:

34.1. 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**.

34.2. 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.

35. SUPPLEMENTAL AGREEMENTS: Supplemental agreements attached to this contract for the items of Work such as extended re-vegetation maintenance and monitoring and emulsion aggregate slurry shall be signed upon the request from the Engineer and prior to Acceptance. The signed agreements shall be accompanied by the evidence of separate 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.

36. REQUIRED DOCUMENT SCHEDULE:

36.1. 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.

36.2. 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	Non-collusion Affidavit to be Executed By Bidder and Submitted with Bid under 23 USC 112 and PCC 7106
3.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Contractors Certification of Pending Actions
4.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Equal Benefits Ordinance Certification of Compliance
5.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA35 - List of Subcontractors

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
6.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA40 - Named Equipment/Material Supplier List
7.	WITHIN 5 WORKING DAYS AFTER BID OPENING	3 APPARENT LOW BIDDERS	Contractor's Experience and Past Project Documentation. See Sections 700
8.	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
9.	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"> • Joint Venture Agreement • Joint Venture License
10.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Form BB05 - Work Force Report
11.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Agreement
12.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Payment and Performance Bond
13.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Certificates of Insurance and Endorsements
14.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - Drug-Free Workplace
15.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - American with Disabilities Act
16.	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

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and DEL MAR ENVIRONMENTAL & CONSTRUCTION SERVICES, INC., herein called "Contractor" for construction of **BAYSHORE BIKEWAY MITIGATION**; Bid No. **L-14-5785-DBB-1**; in the amount of **TWO HUNDRED NINETEEN THOUSAND FIVE HUNDRED NINETY-SEVEN DOLLARS AND EIGHT CENTS (\$219,597.08)**, which is comprised of the Base Bid.

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

1. The following are incorporated into this contract as though fully set forth herein:
 - (a) The attached Faithful Performance and Payment Bonds.
 - (b) The attached Proposal included in the Bid documents by the Contractor.
 - (c) Reference Standards listed in the Notice Inviting Bids and the Supplementary Special Provisions (SSP).
 - (d) Long-Term Re-vegetation Maintenance Agreement.
 - (e) That certain documents entitled **Bayshore Bikeway Mitigation**, on file in the office of the Public Works Department as Document No. **S-00944**, 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 **Bayshore Bikeway Mitigation**, Bid No. **L-14-5785-DBB-1**, 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(1)(d) authorizing such execution.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM AND LEGALITY

Jan I. Goldsmith, City Attorney

By *Stephen Samara*

By *Ryan Kohut*

Print Name: Stephen Samara
Senior Contract Specialist
Public Works Contracting Group

Print Name: Ryan Kohut
Deputy City Attorney

Date: 12/13/2017

Date: 12/18/2013

CONTRACTOR

By *Juan Diaz de Bonilla*

Print Name: Juan Diaz de Bonilla

Title: President

Date: 11/1/13

City of San Diego License No.: B2010008228

State Contractor's License No.: 874419

**CONTRACT/AGREEMENT
ATTACHMENTS**

CONTRACT ATTACHMENT
PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

DEL MAR ENVIRONMENTAL & CONSTRUCTION SERVICES, INC., a corporation, as principal, and Developers Surety and Indemnity 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 TWO HUNDRED NINETEEN THOUSAND FIVE HUNDRED NINETY-SEVEN DOLLARS AND EIGHT CENTS (\$219,597.08), for the faithful performance of the annexed contract, and in the sum of TWO HUNDRED NINETEEN THOUSAND FIVE HUNDRED NINETY-SEVEN DOLLARS AND EIGHT CENTS (\$219,597.08), for the benefit of laborers and materialmen designated below.

Conditions

If the Principal shall faithfully perform the annexed contract Bayshore Bikeway Mitigation, Bid Number L-14-5785-DBB-1, 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

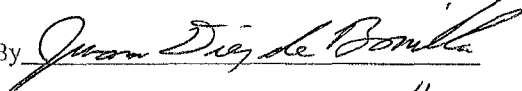
The Surety shall pay reasonable attorney's fees should suit be brought to enforce the provisions of this bond.

Dated November 11, 2013

Approved as to Form and Legality

DEL MAR ENVIRONMENTAL & CONSTRUCTION SERVICES, INC.

Principal

By 

Juan Diez de Bonilla

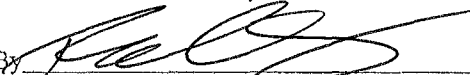
Printed Name of Person Signing for Principal

Jan I. Goldsmith, City Attorney

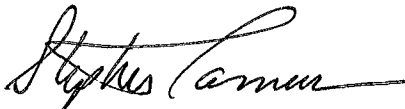
By 
Deputy City Attorney

DEVELOPERS SURETY AND INDEMNITY COMPANY

Surety

By 

TED COLLINS Attorney-in-fact

Approved: 

17771 COWAN

Local Address of Surety

By: Stephen Samara
Senior Contract Specialist
Public Works Contracting Group

IRVINE, CA 92614

Local Address (City, State) of Surety

800-782-1546

Local Telephone No. of Surety

Premium \$6,588

Bond No. 802429P

ACKNOWLEDGMENT

State of California
County of San Diego)

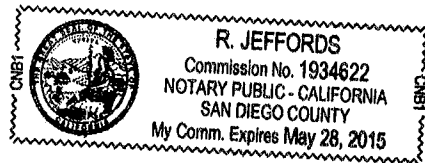
On November 13, 2013 before me, R. Jeffords, Notary Public, Juan Diez de Bonilla, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 *R. Jeffords*

(Seal)



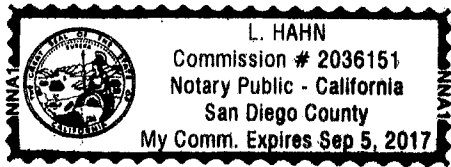
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of San Diego

On November 11, 2013 before me, L. Hahn, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Ted Collins
Name(s) of Signer(s)



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Ted Collins, Leslie Hahn, A. Watt, Steven R. Bonilla, S. Smith-Bowman, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

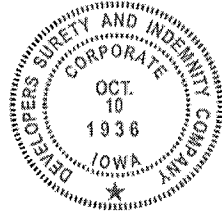
RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this November 16, 2012.

By: *Daniel Young*
Daniel Young, Senior Vice-President

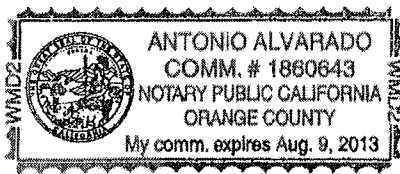
By: *Gregg N. Okura*
Gregg N. Okura, Vice-President

State of California
County of Orange



On November 16, 2012 before me, Antonio Alvarado, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Gregg N. Okura
Name(s) of Signer(s)



Place Notary Seal Above

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

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

WITNESS my hand and official seal.

Signature *Antonio Alvarado*

Antonio Alvarado, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 11th day of November, 2013.

By: *Mark J. Lansdon*
Mark J. Lansdon, Assistant Secretary

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

PROJECT TITLE: Bayshore Bikeway Mitigation

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;

Del Mar Environmental & Construction Services, Inc.

(Name under which business is conducted)

has in place a drug-free workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the subcontractor's agreement to abide by the provisions of subdivisions a) through c) of the policy as outlined.

Signed Juan Diez de Bonilla

Printed Name Juan Diez de Bonilla

Title President

CONTRACTOR CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: Bayshore Bikeway Mitigation

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;

Del Mar Environmental & Construction Services, Inc.

(Name under which business is conducted)

has in place workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the subcontractor's agreement to abide by the provisions of the policy as outlined.

Signed Juan Diego Bonilla

Printed Name Juan Diaz de Bonilla

Title President

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE: Bayshore Bikeway Mitigation

I declare under penalty of perjury that I am authorized to make this certification on behalf of Del Mar Environmental & Construction Services, 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 1 Day of Nov., 2013.

Signed Juan Diaz de Bonilla

Printed Name Juan Diaz de Bonilla

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:

Bayshore Bikeway Mitigation

(Name of Project)

as particularly described in said contract and identified as Bid No. **L-14-5785-DBB-1**; SAP No. (WBS/IO/CC) **S-00944** and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

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

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

Dated this _____ DAY OF _____, _____.

Contractor
by

ATTEST:

State of _____
County of _____

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

Notary Public in and for said County and State

SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

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.

Subgrade. ADD the following:

Surface or elevation of subsoil remaining after completing excavation, or top surface of a fill or backfill immediately beneath planting soil.

ADD the following:

Finish grade - elevation of finished surface of planting soil within 1/10th of an inch.

Subdrainage – drainage system that collects and removes subsurface or seepage water.

Circuit piping – downstream from control valves to sprinklers, specialties, and drain valves. Piping is under pressure during flow.

Irrigation main piping - downstream from point of connection to water distribution piping to, and including, control valves. Piping is under water-distribution-system pressure.

Container stock – healthy, vigorous, well-rooted exterior plants grown in a container with well-established root system reaching sides of container and maintaining a firm ball when removed from container. Container shall be rigid enough to hold ball shape and protect root mass during shipping and be sized according to ANSI z60.1 for kind, type, and size of exterior plant required.

Planting area - areas to be planted with trees, shrubs, groundcovers, lawn, or seed, or areas to be covered with various gravel or stone mulches not intended for pedestrian or vehicular circulation.

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.

2-5.3.4 Supporting Information. ADD the following:

The contractor shall obtain written warranties from irrigation equipment and material manufacturers on behalf of the owner and shall submit to the engineer prior to installation.

The contractor shall prepare and deliver to the owner within ten (10) calendar days prior to completion of construction, two 3-ring hard cover binders containing the following information:

- 1.) Index sheet stating contractor’s address and telephone number, list of equipment with name and addresses of local manufacturer’s representatives.
- 2.) Catalog and parts sheets on all material and equipment.
- 3.) Guarantee/warranty statement for each item identified on the equipment list.
- 4.) Complete operating and maintenance instructions for all major equipment.

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 later than 5 Working Days after the determination of the Apparent Low Bidder** and on a City form when provided by the City.

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

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

Following the notice to proceed and upon written acceptance and approval by the owner of the plant and seed lists showing species and quantities to be ordered, the contractor shall begin plant procurement in order to have the required material ready at the time of planting,

Weeding shall occur prior to any required soil scarification, seeding, or planting of container stock.

6-8.3 Warranty. ADD the following:

During the warranty period for all installed plant material the following apply:

- A. removes dead exterior plants immediately. Replace dead plants with species as directed by the project biologist within 30 days unless required to plant in the succeeding planting season.
- B. replaces exterior plants that are more than 25 percent dead or in an unhealthy condition at end of warranty period.
- C. a limit of one replacement of each exterior plant will be required, except for losses or replacements due to failure to comply with requirements.
- D. replacement plants shall be of the same size, species and variety as specified. Replacement plant species may be substituted with other species showing better establishment rates and vigorous growth with written approval by the project biologist. Replacement includes restoration of surrounding area to match the existing conditions.

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 its 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.

7-10.7.3

Water for Construction Purposes. ADD the following:

4. Purchase all construction water through American Water Company. You shall contact American Water Company customer service to create an account for the water usage. A cost table is included in the appendix for reference only and is subject to change at the discretion of American Water Company. You are responsible for payments to the American Water Company.
5. American Water Company shall install the 2" service and meter underground.

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."

SECTION 207 – PIPE

207-17.3.3 **Solvent Cement Joints.** ADD the following:

All plastic pipe pressure lines shall be solvent welded with a two-step process, using primer and solvent cement. All non-pressure laterals shall be solvent welded with a one-step integral primer/solvent. Cement shall be of a fluid consistency, not gel-like or ropy.

SECTION 212 – LANDSCAPE AND IRRIGATION MATERIALS

212-1.1.1 **General.** ADD the following:

Any topsoil brought to the site shall be approved by US Fish and Wildlife Service.

212-1.2.4 **Organic Soil Amendment.** DELETE in its entirety and SUBSTITUTE with the following:

Organic soil amendment shall be type 1 products as described herein.

Type 1 organic soil amendments shall be a mined material with humic acids ranging from 40-70% such as tri-c premium humate.

Plant tablets shall be tri-c myco paks, or approved equal.

212-1.4.1 **General.** To paragraph 3, DELETE in its entirety and SUBSTITUTE with the following:

Pruning. At no time shall the trees or plant materials be pruned, trimmed or topped prior to delivery, and any alteration of their shape shall be conducted only with the approval and in the presence of the owner or owner's representative.

1. The Engineer may observe shrubs either at place of growth or at site before planting for compliance with requirements for genus, species, variety, size, and quality. The Engineer retains right to observe shrubs further for size and condition of root systems, insects, injuries, and latent defects and to reject unsatisfactory or defective material at any time during progress of work. Remove rejected shrubs immediately from project site. Notify Engineer of sources of planting materials fourteen days in advance of delivery to site.
2. Furnish nursery-grown shrubs, with healthy root systems. Provide well-shaped, fully branched, healthy, vigorous stock free of disease, insects, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement. Plants shall have normal well-developed, vigorous and fibrous root systems which are neither root, nor container-bound, are free of kinked or girdling roots.
3. Rejection or substitution. all plants not conforming to the requirements herein specified, shall be considered defective, and such plants, whether in place or not, shall be marked as rejected and immediately removed from the site of work and replaced with new plants by the contractor, at their expense.
4. Right to changes. The city reserves the right to change the species, variety, and/or sizes of plant material to be furnished, provided that the cost of such changes does not exceed the cost of plants in the original bid, and with the provision that the contractor shall be notified, in writing, at least thirty (30) days before commencement of planting operations.
5. All plants shall have originated from seed or cuttings obtained from coastal San Diego locations within 10 miles of the coastline and within the same watershed (Otay) where possible.

ADD:

212-1.5.4 Backfill Mix. The backfill mix around container plants shall be loose and friable native soil with all debris, rocks, and clods over 1" diameter removed.

212-2.1.2 Steel Pipe. ADD the following:

When connection is plastic to metal, female adapters shall be hand tightened, plus one turn with a strap wrench. Joint compound shall be non-lead base Teflon paste or tape.

212-2.1.3 Plastic Pipe for Use with Solvent Weld Socket or Threaded Fittings. DELETE in its entirety and SUBSTITUTE with the following:

1. **PVC plastic pressure lines.** For piping upstream of backflow preventers, remote control valves, flow sensors, manual control valves and quick coupling valves. All pipe two (2) inches and larger shall be type 1, grade 1 (impact modified), and designated as PVC 1120/1220, class 315 (sdr 13.5) bell-end pipe. All one and one-half (1-1/2) inches and smaller shall be type 1, grade 2, designated as PVC 1120/1220, schedule 40, solvent-weld pipe. PVC piping shall be epco, pw pipe, pacific plastics or approved equal.

2. **Identification.** Furnish plastic pipe continuously and permanently marked with the following information: manufacturer's name or trade mark, size, class and type of pipe, working pressure at 73.4 degrees f., and national sanitation foundation (NSF) rating.
3. **Polyvinyl chloride schedule 80 risers and nipples.** Type 1, grade 1, schedule 80, high impact molded, manufactured from virgin compounds as specified for piping. Threaded ends shall be molded threads only. Machined threads are not acceptable.
4. **Polyvinyl chloride pipe fittings and connections.** type I, grade I, schedule 40, (sch 80 where threaded on pressure supply lines) high impact molded fittings, manufactured from virgin compounds as specified for piping, tapered socket or molded thread type, suitable for either solvent weld or screwed connections. Machine threaded fittings and plastic saddle and flange fittings are not acceptable. Furnish fittings permanently marked with following information: nominal pipe size, type and schedule of material, and national sanitation foundation (NSF) seal of approval. PVC fitting shall conform to ASTM d 2466-78.
5. **Threaded PVC pipe and nipples.** Shall be schedule 80. All threaded fittings and nipples shall be wrapped with Teflon tape prior to assembly. No liquid tape

ADD:

212-2.1.7 Brass Pipe.

Brass pipe shall be ips class 1, 85% red brass, conforming to federal specification ww-p351.

The pipe and fittings shall be stored under cover until used, and shall be transported in a vehicle with a bed long enough to allow the length of pipe to lay flat so as not to be subjected to undue bending or concentrated external load at any point.

Brass pipe fittings and connections shall be class 1, pressure rating, 85% red brass, threaded, conforming to federal specification ww-p460.

ADD:

212-2.1.8 Thread Lubricant. Thread lubricant shall be 3/4-inch wide Teflon ribbon-type, suitable for threaded installations per manufacturer's written recommendations.

212-2.2.7 Valve Boxes. DELETE in its entirety and SUBSTITUTE with the following:

1. Valve boxes shall be fabricated from a durable, weather-resistant plastic material resistant to sunlight and chemical action of soils as manufactured by Carson industries, or approved equal.

2. All valve boxes shall be plastic, Carson-brooks #1220 (for microbubbler valve assembly), #1419 (for remote control valve assembly, wire splice and pull box) and #910 (quick coupling valve assembly, air vacuum relief valve, flush valve, flow sensor), or approved equal, with lockable "t" covers with stainless steel bolt and washer, marked "irrigation".
3. Weatherproof plastic identification tags shall be affixed to the colored conductor in the remote control valve box.
4. The valve box cover shall be of the overlapping type, be green in color and secured with a hidden latching mechanism or stainless steel bolts, washers and springs.
5. Valve boxes shall be sized per the details at top x12" depth (nominal) rectangular size. Control valve box covers shall be marked "icv" with the valve identification number. Master valve shall be marked with "mv" and flow meters with "fm". All markings shall be "heat branded" onto the cover in 2 inch high letters / numbers.
6. All pull boxes shall be the same as above, except with lids marked "electrical".

212-2.4 Sprinkler Equipment. ADD the following:

Impact or gear-driven heads shall be manufactured with high impact plastic. Heads shall have distance control feature and arc adjustment screw. The heads shall be available as full circle or adjustable from 20° to 360°. The heads shall be able to be used with various size nozzles.

The sprinkler shall have matched precipitation rate plastic nozzle with an adjusting screw capable of regulating the radius and flow and a screen under the nozzle to protect it from clogging and for easy removal when cleaning and flushing the system. The sprinkler head shall have a bottom 1/2" female npt inlet only. The sprinkler shall have a factory-installed drain-check valve.

ADD:

212-2.5 Extra Equipment.

The contractor shall provide the following extra equipment:

1. Extra sprinkler heads with nozzling packages and screens equal in number to 5% of the total of each type used on this project (five minimum).
2. One socket wrench with one socket to match the bolt that locks valve box lids.

212-3.2.2 Conductors. ADD the following:

Master valve wire: all master valve wire shall be 14awg, direct burial, solid copper, single conductor as recommended by master valve manufacturer.

SECTION 308 – LANDSCAPE AND IRRIGATION INSTALLATION

308-1 **General.** ADD the following:

All areas to be revegetated shall be inspected by Project Biologist and Engineer prior to commencement of the work of this contract to ensure they are free of erosion, gullies, and deleterious materials.

308-2.2 **Trench Excavation and Backfill.** To the City Supplement, item c), DELETE in its entirety and SUBSTITUTE with the following:

c) Lateral sprinkler lines – on-grade

ADD the following:

2. Locate existing lines, valves, and other underground utilities before digging trenches. Excavate trenches, prepare subgrade, and backfill to line and grade with sufficient room for pipe fittings, testing, and inspecting operations. Do not backfill until the pipe system has been subjected to a hydrostatic test as specified. Do not cover any installed control wiring until it has been tested for shorts and visually observed by the owner or construction manager.
3. All pressurized PVC piping shall have a thrust block installed at changes of direction. The mainline pipe shall be wrapped prior to installation of concrete. All nonmetallic pressurized pipes shall be installed with metallic tape.
4. Non- pressure piping shall be installed above grade with rebar j hooks. J hooks shall be installed at maximum 10 feet on center. Double j hooks shall be installed at each elbow, tee, and change in pipe direction.
5. The bottom of the trench shall be free of rocks, clods, and other sharp edged objects over 1" diameter size.
6. Following inspection and approval, backfill trenches with approved material, tamping around pipe and thoroughly compacting all trench fills until 85% relative compaction has been achieved for mainlines.
7. Contractor shall inspect open trenches daily and prior to backfilling trenches for trapped wildlife. Project biologist will arrange for wildlife removal upon notice from contractor.
8. Contractor shall provide one week notice to Resident Engineer prior to excavation.

308-2.3.1 **General.** ADD the following

Contractor shall locate and flag all existing utilities prior to trenching and scarifying.

Prior to the installation of irrigation or planting, the Contractor shall scarify the top 6" of soil within the area to be planted by mechanical means.

308-2.3.2 Fertilizing and Conditioning Procedures. ADD the following:

Apply two to four inches of water to entire area using intermittent ponding. No trenching or digging will be permitted once amendments have been incorporated into the soil.

308-4.1 General. ADD the following:

1. Soil moisture level prior to planting shall be no less than 75% of field capacity. The determination of adequate soil moisture for planting shall be the sole judgment of the engineer or project biologist. The Contractor shall obtain approval of planting pits before planting operations shall begin. If the soil moisture level is found to be insufficient for planting, all planting pits shall be filled with water and allowed to drain before starting planting operations.
2. No more plants shall be distributed in the planting area on any day than can be planted and watered on that day. All plants shall be planted and watered as herein specified immediately after the removal of the containers. Containers shall not be cut prior to placing the plants in the planting area.

308-4.2 Protection and Storage. DELETE in its entirety and SUBSTITUTE with the following:

The Contractor's on-site plant storage area shall be approved by the engineer or project biologist prior to the delivery of any plant materials.

Plants shall be stored on site for no longer than thirty (30) calendar days. plants left onsite for more than thirty (30) calendar days may be considered defective by the engineer or project biologist and may be required to be replaced in kind, quantity, and size, by the Contractor, at the Contractor's expense.

All plants at all times shall be handled and stored so that they are adequately protected from drying out, from wind burn, or from any other injury. Any plant determined by the Engineer or Project Biologist to be wilted or otherwise damaged shall be rejected at any time during this project, whether in the ground or not. All plants shall be handled solely by their containers.

308-5.1 General. ADD the following:

The Contractor shall begin the irrigation installation immediately upon direction of the Engineer. This shall not occur until weed eradication, soil preparation, and grading has been satisfactorily completed.

Do not willfully install the irrigation system as shown on the drawings when it is obvious in the field that unknown obstructions, grade differences or discrepancies in area dimensions exist that might not have been considered during engineering and design. Such differences shall be brought to the immediate attention of the engineer. In the event this notification is not performed, the Contractor shall assume full responsibility and costs involved for any revisions necessary.

All piping shall be kept free from contaminants that may potentially enter piping during and following construction. Should Contractor's work cause contamination in the irrigation water and it exhibit itself during construction and/or the maintenance period, Contractor shall be responsible to decontaminate the entire site irrigation system's components affected by contamination by flushing the debris out until water appears clear at the satisfaction of the owner's representative, at Contractor's expense. Components include, but are not limited to the following: mainlines, valves, sprinkler swing joints, sprinklers and nozzles. Contractor shall replace components where attempts at cleaning them prove unsuccessful. All work to decontaminate system and put it back into satisfactory working order shall be completed within 48 hours of the time condition is found and/or at the time of notification by the owner's representative. Work shall be done to the complete satisfaction of the owner's representative.

Contractor shall employ whatever means necessary to protect valves, conduits, lateral lines and mainlines installed. Stake out facilities; use flat, sturdy material to cover shallow buried piping as required throughout the construction period to minimize damage to the installation and for safety reasons. Employ removable barriers as required to keep access outside of construction areas.

Should the Contractor make nozzle changes or add heads as a result of site obstacles or construction changes, then the contractor shall be responsible for calculation and adjustments in pipe sizes. In no case shall flow velocities exceed 5 feet per second.

Water use is expected to be highest during the first growing season, tapering off gradually until no supplemental water is necessary.

Over-watering should be avoided as native plant species require significantly less irrigation for healthy plant growth, and too much water may result in the establishment of undesirable weed species.

Once plants are established, they should have infrequent deep watering to encourage deep root development. Infrequent watering would also encourage deep root development and reduce the incidence of fungal root infection.

The system should be used on an as-needed basis during the first three years to assure adequate water for the plantings to become established and to avoid plant mortality during potential drought conditions. Eventually, the revegetation area shall be cut off from the supplemental irrigation.

308-5.2.3 Plastic Pipeline. ADD the following:

All pressure pipes shall have a continuous blue colored trench marker metallic tape placed nine inches (9") below finished grade directly above the buried pipe. Marker tape shall be "alarmatape" as manufactured by Paul Potter Warning Tape, Inc., or approved equal.

ADD:

308-5.2.5 Sleeves and Conduits. Sleeves shall be schedule 40 PVC, two times the pipe size diameter and shall extend 12" beyond each side of pavement. The letters "e" for

electrical or “w” for water shall be stamped, sawcut 1” deep in minimum 1-1/2" high letters on the pavement directly above the sleeve.

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

Install valve boxes as shown in the detail drawings. Install more than one valve per box. Set valve boxes perpendicular and plumb to adjacent maintenance roads and to each other. Set boxes 12” apart, and adjacent to maintenance roads.

All boxes shall be locked upon installation.

The Contractor shall paint the controller station identification number of the valve and the controller clock designation on the cover of the valve box. The paint shall be aluminum asphalt-based waterproof paint.

After completion and acceptance of the irrigation system, all access holes not being used shall have rubberized caulking installed to seal all holes.

ADD:

308-5.2.5. Post Construction Requirement

The irrigation system shall be removed once the site is considered self-sustaining by the Engineer and the Project Biologist, which generally occurs two to three years after planting. All above grade components shall be removed and disposed of properly by the contractor. Any remaining below grade piping would be capped and left in place.

308-5.4.2 Location, Elevation, and Spacing. ADD the following:

Lean sprinkler heads on slopes (angle varies depending upon trajectory of spray and degree of slope) to maximize uphill throw. Refer to specific plan notes and details regarding sprinkler placement.

308-5.4.4 Sprinkler Head Adjustment. To the City Supplement, ADD the following:

3. No low head drainage shall be allowed. In any case where water distributed from the irrigation system is unacceptable or excessive, it shall be determined by Engineer what shall be done to correct the condition.
4. Where low head drainage occurs the contractor shall install an anti-drain valve under each sprinkler head. The anti-drain valve will be the same diameter size as the riser and shall be integrated into the riser assembly. Valve shall be "hunter hcV", or approved equal. In the case of heads with built-in anti-drain valves, the manufacturer's integrated check valve shall be used.

308-5.5 Automatic Control System Installation. ADD the following:

1. All direct burial wires shall be marked with a continuous red colored trench marker plastic tape placed nine inches (9”) below finished grade directly above the buried wires. Marker tape shall be “Allen Marking Tape”, or approved equal. Tape shall be three inches (3”) wide.

2. All low-voltage wiring shall follow the pressure main insofar as possible.
3. Control wires under paving shall be installed in minimum 2" PVC sch 40 conduits at depths as specified for control wires; keep separate from water line sleeves. All direct burial wire shall be installed such that it does not come within three (3) inches of any other wires or pipe. Pull boxes shall be provided at each end of sleeves where wiring crosses under hardscape.
4. Project record drawings shall be reviewed by the Engineer before controller charts are prepared.
5. The controller charts shall be completed and approved prior to final inspection of the irrigation system, and shall be mounted at each controller location, and extra chart submitted to the Engineer.

308-5.6.1 General. ADD the following:

All pressure regulators, backflow preventers, wye strainers, remote control valves, quick coupling valves, and shut-off valves shall be installed prior to testing. All testing shall be in the presence of the Engineer unless otherwise authorized. All backflow devices shall be tested by a certifying backflow device tester. Contractor shall provide the Engineer with written test results completed by a certified backflow tester prior to backflow preventer assembly's acceptance by the City.

Approval shall be received before backfilling any trench. Do not cover any lines or wires until they have been checked and approved by the Engineer.

308-5.6.2. Pipeline Pressure Test. Add the following:

Repair any leaks and replace all defective pipe or fittings until lines meet pressure test requirements. Do not cover any below-grade lines until they have been checked and approved for tightness, quality of workmanship and materials.

Mainline pressure loss during test shall not exceed 2 psi.

308-6 Maintenance and Plant Establishment. ADD the following:

1. The Project Biologist will monitor all aspects of project installation and shall report any deficiencies to the Engineer. The Project Biologist shall serve as technical advisor to the City throughout the project. The Engineer shall make the final determination as to how the work is to be performed.
2. Upon completion of the warranty period, a final inspection for acceptance will be performed by the Project Biologist. If the warranty period is satisfactorily completed, a field notification will be issued to the contractor to establish the effective beginning date of the maintenance period.
3. The work shall include, but not be limited to, watering, litter control, weed control, cultivating, repair of irrigation systems, and control of diseases and pests on a quarterly basis throughout the project maintenance period.

4. The Contractor shall guarantee all seed and plant material to remain in a vigorous, thriving condition for a period of one (1) year following acceptance of the 120-day plant establishment period.
5. The Contractor shall remove and replace all dead and diseased plants during the warranty period. Any material not growing properly during this period shall be replaced by the contractor within thirty (30) days of receipt of written notice by the owner. Failure to replace dead or diseased plants within the prescribed time shall cause the warranty period to be extended one day for each day the replacement plants are late. If contractor fails to make replacements within the time limit, the owner may replace them at Contractor's expense.

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)

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

SECTION 700 – EXTENDED REVEGETATION, MAINTENANCE, AND MONITORING

700-1.3 **Protection and Restoration of Biological Resources.** ADD the following:

5. Vegetation flagging: locate and clearly flag vegetation to remain. Prior to commencement of construction activities, the contractor shall erect and maintain a temporary orange construction fenced barricade around the perimeter of the revegetation site. Individual stands of vegetation to remain will be clearly flagged with green tape.

700-1.5 **Working in Unpaved Areas.** To the City Supplement, ADD the following:

10. No children under the age of 10 (ten) shall be allowed on the job site or into identified sensitive areas.
11. The overnight retention of construction equipment shall be minimized to reduce the potential for ground contamination by sabotage of machinery.
12. Any equipment or vehicles driven and/or operated adjacent to sensitive habitat area shall be checked and maintained daily to prevent leaks of materials such as oils, or any other substances that could be deleterious to wildlife and the sensitive habitat.
13. Stationary equipment, such as motors, pumps and generators shall be positioned over drip pans when located within or adjacent to the habitat area.

14. Any spills of toxic materials shall be cleaned up immediately. The appropriate agencies will be notified of all spills and methods of cleanup.
15. No wildlife will be trapped, harmed or killed unless it is deemed necessary for human safety reasons. Contractor shall alert project biologist as soon as trapped wildlife is discovered, and project biologist will coordinate removal.
16. Contractor employees shall sign a notice and acknowledgment form that indicates that they are aware of these conditions, and that their violation of such conditions may result in their termination of work on the site.

700-1.6 Construction Access Routes. All access and staging of equipment and materials shall be conducted within the confines of the project site. Contractor shall not allow any vehicle to enter site when soils are in a muddy condition without approval of the engineer. Contractor shall not drive within the planted areas after planting and seeding has been completed.

700-1.7.2 Project Biologist. 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.

700-1.8.4 Seed. To the City Supplement, ADD the following:

5. Seed tests for each species shall be conducted no more than six (6) months prior to the time of installation. For each seed type not conforming to the specified percentage of seed purity and germination, the corresponding seed application rate (lbs./acre) will be adjusted by the Project Biologist, using the current test results. Increased seed quantities due to lower quality seed than specified shall be furnished by seed supplier at seed supplier's cost.
6. Native seed shall be ordered with adequate lead time to ensure adequate supplies are available to meet the seeding schedule.
7. Seed supplier to furnish seed as specified herein. Seed of each species shall be furnished in quantity and quality (meeting specified minimum percentages of purity and germination) as specified in this plan. All seed shall conform to state of California agricultural standards.
8. Commercial native seed in the plant palette shall be purchased from S&S Seed, Carpenteria, CA (805) 684-0436 or an approved equal.

700-1.8.5 Container Stock. To the City Supplement, Paragraph 2, DELETE in its entirety and SUBSTITUTE with the following:

2. Commercial native plants in the plant palette shall be purchased from a qualified nursery such as recon (619-778-6205) or tree of life nursery (949) 728-0685) an approved equal. All other nurseries will be considered provided they have a California nursery license, the nursery is within 150 miles from the project site, the staff has experience with propagation of native coastal sage scrub plants and the nursery can demonstrate prior satisfactory production of large quantities of native plants within the specified project schedule.

700-1.8.7 Plant Inspection. To the City Supplement, ADD the following:

6. The engineer and project biologist are the sole judge as to acceptability for each plant.
7. The nursery supplier shall certify in writing the origin of all plant material.
8. The contractor is responsible for providing documentation for origin of all plant and seed collected within City of San Diego park lands.
9. The City reserves the right to inspect plant material at the nursery at any time during the contract period. At a minimum, the Project Biologist shall inspect plants growing at the nursery 1 month prior to anticipated planting date and upon delivery to the site. It is the Contractor's responsibility to provide the nursery with the plant material specifications and quantities.

700-1.8.9 Herbicides and Pesticides. To the City Supplement, ADD the following:

The contractor shall maintain a log of days when herbicide treatment is performed including the date, type, and amount used. These reports shall be submitted to the City on a quarterly basis. The Contractor shall also submit herbicide use log on a yearly basis to U.S. Fish and Wildlife Services that shall be submitted by August 31 of each year.

700-2.1 General. To the City Supplement, ADD the following:

Within 5 Working Days of the Bid opening date, the three apparent low bidders shall submit the following:

- Landscape contractor license
- Contractor's Experience; past project documentation

ADD:

700-2.2.1 Timing of Site Observations:

Observations herein specified shall be made by the owner or owner's representative. The contractor shall notify the engineer seven calendar days in advance of the time observation is required.

Project biologist, under separate contract to the owner, shall monitor all aspects of the project and shall have "stop work" authority over the contractor via the engineer.

Site observations shall be required for the following parts of the work (completed portions of work shall be combined for single observation visit whenever possible):

- 1). Prior to commencement of ground work to verify existing conditions.
- 2). Following weed eradication and prior to seeding or planting.

- 3). Prior to planting, layout of the irrigation systems: pressure supply line routing and lateral line routing and spray system layout once plant locations have been discussed and coordinated.
- 4). Upon installation and testing of service and control systems, including any valves, sensors, flow meters, backflow preventers, automatic controller(s), and wires.
- 5). Irrigation mainline pressure tests and sprinkler coverage tests.
- 6). Incorporation of amendments into the soil and upon completion of fine grading prior to planting.
- 7). Upon delivery of plant materials to the project site.
- 8). When shrubs are spotted in place for planting, but before planting holes are excavated.
- 9). A site inspection visit and performance test by the construction manager shall be at the same time as the final site inspection visit for the specified plant establishment period and warranty.
- 10). When all specified work, except the maintenance period has been completed. Acceptance and written approval of completed work shall establish the beginning of the maintenance period.

700-2.3.6 The Weed Eradication. To the City Supplement, ADD the following:

9. Intentional or unintentional application of herbicides to non-target plants is prohibited. If the owner determines through consultation with the Project Biologist that herbicides were applied to non-target plants due to neglect, the contractor shall replace all affected plants (materials and labor). The replacement plant(s) shall be the same type, size, and quality as the affected plant(s). The cost (all materials and labor) shall be the sole responsibility of the Contractor.
10. The Contractor shall be responsible for restoring, mitigating, or both, as appropriate, for any impacts to adjacent habitat resulting from the Work.
11. Following installation of the irrigation system but prior to planting, a minimum of 3 grow kill cycles will be implemented. Each cycle will consist of watering the site for a period that allows for maximum germination of weed seed. Once seedlings are present, plants will be sprayed with herbicide or removed mechanically.
12. After initial weed eradication efforts, all resprouts, seedlings and larger weeds that were missed previously shall be treated within 4 (four) weeks of the initial treatment, or earlier to prevent the setting of seed. All weeds shall not be allowed to go to seed.
13. The site must be weed-free prior to installation of plants or seed, as determined by the Engineer in consultation with the Project Biologist.

ADD:

700-2.3.6.1 Methods of Herbicide Application. Painting of herbicide into a fresh wound or cut stump with a hand held spray bottle; or spraying with the use of a backpack sprayer with the throttle adjusted to low volume under low pressure.

No herbicide spraying shall be allowed when wind speed exceeds 5 m.p.h. No herbicide spraying shall be allowed within 24 hours of anticipated rainfall and within 24 hours after rainfall. No herbicide spraying shall be allowed during periods of dense fog or when dense fog is anticipated within a 24-hour period. Ambient temperatures shall exceed 65 degrees Fahrenheit when herbicides are applied.

ADD:

700-2.3.6.2 Protection, Storage and Preparation. All personnel must wear protective clothing as required by law and shall stringently follow label directions and precautions.

Spray bottles and other containers of herbicides shall be tightly secured during movement within the project area.

No non-target plants or seedlings shall be contaminated during spraying or stump treatment. Any drift of herbicide spray into adjacent areas is prohibited. Contractor shall take all precautions to protect adjacent habitat including, but not limited to, providing a barrier to herbicide drift if necessary.

Herbicide preparation (mixing, addition of dye and surfactant) shall only be allowed in approved on-site areas. The pouring of prepared herbicide into spray or paint apparatus shall be conducted only in the approved area.

All herbicide solutions shall be marked by a brightly-colored blue or purple dye.

Plants treated with herbicide shall not be disturbed until the glyphosate has taken effect, approximately 4 to 8 weeks after application, per manufacturer's instructions.

Cut and paint treatment requires the application of the herbicide on a fresh cut within 2 (two) minutes of cutting, before the sap on the cut surface begins to congeal. If more than 2 minutes elapse, the stump shall be re-cut and the fresh cut shall be painted. A phased operation is recommended, where the target plant is cut and the top vegetation is removed in the initial phase. The stumps or stems are re-cut and the fresh wounds are painted in this second phase to ensure penetration of herbicide.

Certain weed species (e.g. bermuda grass) shall be eradicated by treating the entire foliage surface with herbicide. A backpack sprayer adjusted to a low volume spray under low pressure shall be used to treat the vegetative portions of the selected weed species as described in these specifications.

ADD:

700-2.3.6.3 Target Weed Species. Complete eradication of the following species shall be conducted throughout the project area during project implementation and maintenance period. Other weed species not identified in this specification shall be treated at the discretion of the project biologist per the methods described herein.

botanical name	common name
chrysanthemum coronarium	chrysanthemum
hirschfeldia incana	short-pod mustard
eucalyptus spp	eucalyptus
schinus molle	peruvian pepper-tree
schinus terebinthifolius	brazilian pepper-tree
arundo donax	giant reed
senecio mikanoides	german ivy
ricinus communis	castor bean
picris echioides	bristly ox-tongue
nicotiana glauca	tree tobacco
cortaderia selloana	pampas grass
tamarix sp.	tamarisk
washingtonia robusta	mexican fan palm
phoenix canariensis	canary island date palm
cirsium spp.	thistles
sonchus oleraceus	common sow thistle
silybum marianum	milk thistle
cynodon dactylon	bermuda grass
bromus diandrus	ripgut grass
bromus hordeaceus	soft chess
bromus madritensis ssp. rubens	foxtail chess
vulpia myuros	rattail fescue
anagallis arvensis	scarlet pimpernel
brassica nigra	black mustard
brassica rapa	field mustard
cynara cardunculus	artichoke thistle
foeniculum vulgare	sweet fennel
raphanus sativus	wild radish
cotula coronopifolia	african brass buttons
erodium cicutarium	filaree
lolium perenne	italian ryegrass

botanical name	common name
malva parviflora	cheeseweed
melilotus spp.	clover
rumex spp.	dock
schinus molle	california pepper

700-2.3.6.4 Eradication Method by Species.

The following specifications detail the eradication and clearing of listed target weed species within the project area. Each plant species has its particular specification for eradication; however, the majority of weeds can be most easily removed by hand-pulling prior to reaching maturity.

1. Arundo donax (giant reed)
 - (a) Objective: complete eradication from the project area.
 - (b) Eradication shall continue as needed during the restoration/revegetation installation and maintenance period at monthly intervals.
 - (c) Cut to 6 (six) inches above ground with a chain saw and dispose of all vegetation off site.
 - (d) Re-cut entire base of plant and paint freshly cut stems with 75% solution of rodeo and a brightly-colored dye within 2 (two) minutes of the cut.
 - (e) Resprouts should be cut and sprayed per the above specifications at two-month intervals during the restoration/revegetation installation and 120 establishment period .

2. Tamarix sp. (tamarisk), nicotiana glauca (tree tobacco), foeniculum vulgare (sweet fennel)
 - (a) Objective: complete eradication from the project area.
 - (b) Eradication shall continue as needed during the restoration/revegetation installation and 120 establishment period at monthly intervals until complete eradication is achieved.
 - (c) Bag seed securely if present on plants and dispose off site.
 - (d) Cut stems to within 6 (six) inches of ground level with a chain saw or brush cutter. Remove vegetation and dispose off site.
 - (e) Re-cut stems to ground level and paint cut stem within 2 (two) minutes with 50% rodeo mixed with a brightly-colored dye.

- (f) Inspect site at one-month intervals, and cut and stump-treat all resprouts per the above specifications.
3. *Polypogon monspeliensis* (rabbitfoot beardgrass), *bromus* spp. (chesses), *avena* sp. (wild oat)
- (a) No more than a 5% cover of all annual grasses collectively shall be allowed in the "weed free zones" during the restoration and post-construction period.
 - (b) Eradication shall continue as needed during the restoration/revegetation and 120 establishment period.
 - (c) Treat annual grasses before they produce seed. Flowering and seed set may vary by species.
 - (d) Weed-whip or hoe to just above ground level, bag if seed is present, and dispose of vegetation off site.
4. *Salsola australis* (russian thistle)
- (a) Objective: complete eradication from the project area.
 - (b) Eradication shall continue through the restoration installation, and maintenance periods.
 - (c) Bag seed heads, if present, and dispose off site.
 - (d) Pull or dig up plant and dispose off site.
 - (e) Look for seed on ground around old plant locations, collect and bag seed and dispose off site.
5. *Ricinis communis* (castor bean)
- (a) Objective: complete eradication from the project area.
 - (b) Eradication shall continue as needed during the restoration/revegetation installation and 120 establishment period at monthly intervals until complete eradication is achieved.
 - (c) Bag seed heads and dispose off site.
 - (d) Look for seed on ground around old plant locations, bag seed and dispose off site.
 - (e) Dig out any seedlings found during the monthly inspections using a shovel. Tamp ground firmly after removal of seedlings.

- (f) For plants under 1 foot in height with basal diameters less than 1 inch, dig up plant and dispose off site. Tamp ground firmly if disturbed.
 - (g) For plants over 1 foot high or 1 inch in diameter at the base, cut stems to within 6 inches of ground and remove vegetation off site.
 - (h) Re-cut stems to ground level and paint stumps with 50% rodeo marked with brightly colored dye within 2 minutes of re-cutting.
 - (i) Inspect stump at 1-month intervals for resprouts. Any resprouts shall be cut and treated within 2 (two) minutes of cut. Dispose of vegetation off site.
6. *Conium maculatum* (poison hemlock), *atriplex semibaccata* (australian salt bush), *rumex crispus* (curly dock), *raphanus sativus* (wild radish), *picris echioides* (bristly ox-tongue)
- (a) Objective: complete eradication from the project area.
 - (b) Eradication shall continue as needed during the restoration installation, and maintenance periods at monthly intervals until complete eradication is achieved.
 - (c) Bag seed heads, if present, and dispose off site.
 - (d) Pull, or dig up all plants before they produce seed. Tamp firmly with foot or shovel if soil is disturbed.
7. *Bassia hyssopifolia* (five-hook bassia), *centaurea melitensis* (star thistle), *erodium* spp. (filaree), *malva parviflora* (cheeseweed), *apium graveolens* (common celery)
- (a) Objective: complete eradication from the project area.
 - (b) Eradication shall continue as needed during the restoration installation, and maintenance periods.
 - (c) Treat before plant produces seed.
 - (d) Weed-whip, hoe or pull plant, bag if seed is present and dispose of vegetation off site. Tamp firmly with foot or shovel if soil is disturbed.
8. *Cynodon dactylon* (common Bermuda-grass), *convolvulus arvensis* (bindweed), *lepidium latifolium* (white pepper grass), *carpobrotus edulis* (hotten-tot fig), *mesembranthemum crystallinum* (crystalline iceplant)
- (a) Objective: complete eradication from the project area.

- (b) Eradication shall continue as needed during the restoration installation and maintenance periods at monthly intervals until complete eradication is achieved.
 - (c) If seed is present, bag seed heads and dispose of offsite.
 - (d) Spray plants during periods of active growth with 2% solution of rodeo in a brightly-colored dye solution applied to the blades of the grass.
9. Eucalyptus, pepper, and palm trees - cut at ground level and remove from site or excavate a portion of root ball and remove from site whole. All holes created by excavation of root balls shall be backfilled to a nearly level condition.

700-2.8 Hydro Seeding. To the City Supplement, ADD the following:

- 5. Prior to hydro seeding the soil surface shall be raked or lightly ripped to create crevices in which seed will lodge. Rakes shall have large tines to create crevices for germinating seed.
- 6. If Contractor washes significant amount of seed off areas through over-watering, contractor shall reseed even if that area shows some growth. If seed has been pretreated, contractor is responsible to make sure seed is in proper state before seeding. All bags of seed not identified by supplier by date of collection shall be rejected by the Engineer. Any areas seeded with improperly stored or handled seed shall be reseeded.
- 7. All hydro seeding shall occur after container plants have been installed and approved by the Engineer and Project Biologist.
- 8. Seed Tests for each species shall be conducted no more than six months prior to the time of installation, for each seed type not conforming to the specified percentage of seed purity and germination, the corresponding seed application rate (lbs/acre) will be adjusted by the Project Biologist, using the current test results, increased seed quantities due to lower quality seed than specified shall be furnished by seed supplier at seed supplier's cost.

700-2.9 Container Planting. To the City Supplement, ADD the following:

- 4. Plants shall be spotted in place prior to planting under the observation of the project biologist. Relative position of all plants is subject to approval by the project biologist and they shall, if necessary, be relocated as directed, as part of the contract.
- 5. Project Biologist shall make periodic observations during planting. Any plants not properly handled, located or planted shall be subject to removal and replacement at the City's direction and at Contractors expense.

6. Contractor shall apply water in sufficient quantities, and as often as seasonal conditions require, to keep the ground moist at all times to the depth of the root system of container plants.
7. Contractor shall measure soil moisture with a tensiometer.

SECTION 705 – WATER DISCHARGES

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

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

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

SECTION 707 – RESOURCE DISCOVERIES

ADD:

707-1.1 Environmental Document. The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared an **Environmental Impact Report and Mitigation Monitoring and Reporting Program** for **Bayshore Bikeway Mitigation**, DEP No. **1901**, as referenced in the Contract Appendix. You must comply with all requirements of the **Environmental Impact Report and Mitigation Monitoring and Reporting Program** 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
ENVIRONMENTAL IMPACT REPORT
MITIGATION MONITORING AND REPORTING PROGRAM



Land Development
Review Division
(619) 446-5460

ENVIRONMENTAL IMPACT REPORT

Project No. 1901
SCH No. 2002121129

SUBJECT: Bayshore Bikeway Western Salt Segment, SITE DEVELOPMENT PERMIT (SDP), and COASTAL DEVELOPMENT PERMIT (CDP) PEDESTRIAN AND NON-MOTOR VEHICULAR RIGHT-OF-WAY EASEMENT to allow for the construction of a 1.8-mile Class I bikepath located along the Otay River Berm and the Main Street Dike and the relocation of an existing haul road utilized by South Bay Salt Works. The bikepath would be a segment of the 24-mile Bayshore Bikeway, and would connect to an existing segment at 13th Street (City of Imperial Beach) on the west and Main Street (City of San Diego) on the east. The bikepath would be located primarily within the Metropolitan Transit System (MTS) railroad right-of-way. The bikepath would be 12 feet wide, including an 8-foot wide paved asphalt path with 2-foot wide paved porous concrete shoulders on each side of the bikepath. A 6-foot high chain link fence up to seven (7) feet high would be erected on both sides of the bike path along the entire alignment. An additional one-foot of fill material would be placed on each side of the path, between the proposed porous concrete shoulders and the fence. The bikepath is proposed to cross the Otay River in two locations. The proposed project would include the placement of two steel truss bridges above the existing, unserviceable wooden trestle bridges that currently cross the Otay River at these locations. The existing wooden trestle bridges, as well as existing railroad rails and ties, are part of the locally-designated historic Coronado Railroad Belt Line (CBL) Historic Resource Board (HRB) Number: 640. The proposed project is located in the northern portion of the Otay Mesa-Nestor Community Plan area, west of Interstate 5, and is bordered by the City of Imperial Beach to the west and south, and the City of Chula Vista to the north. Applicant: City of San Diego, Engineering and Capital Projects Department; Transportation Design Division.

CONCLUSIONS:

The evaluation of environmental issues included in this draft EIR concludes that the project would result in significant direct environmental impacts to land use, biological resources, and historical resources.

With the exception of significant and unmitigable effects to **LAND USE** and **HISTORICAL RESOURCES (STRUCTURAL)**, all direct environmental effects of the project would be reduced to below a level of significance through incorporation of mitigation measures.

SIGNIFICANT UNMITIGATED IMPACTS:

Land Use: The proposed project would remove the existing wooden railroad ties, cap the existing railroad rails with soil, and place steel truss bridges on top of the existing railroad trestle bridges. The existing rails, ties and bridges are considered components of the locally-designated historic Coronado Belt Line (CBL)

HRB No. 640. Therefore, the proposed project would aesthetically alter the existing visual components of the CBL, which would result in a conflict with the City of San Diego Historical Resources Regulations. Project design features and mitigation measures have been incorporated into the project to lessen the impact; however, this conflict with the City of San Diego Historical Resources Regulations would result in a significant and unmitigable land use impact.

Historical Resources: The proposed project would remove the existing wooden railroad ties, cap the existing railroad rails with soil, and place steel truss bridges on top of the existing railroad trestle bridges. The existing rails, ties and bridges are considered components of the locally-designated historic Coronado Belt Line (CBL). Therefore, the proposed project would alter the existing structural components of the CBL. Proposed project design features and mitigation would reduce this significant impact to the extent feasible; however, the physical alteration of the CBL would continue to result in a significant and unmitigable historical resources impact.

RECOMMENDED ALTERNATIVES FOR REDUCING SIGNIFICANT IMPACTS:

With the exception of the No Project Alternative, none of the project alternatives analyzed in this EIR would completely eliminate all of the significant land use, biological resources and historical resources impacts of the proposed project. Selection of any of the alternatives, with the exception of the Remove Track/Railroad Bridge Rehabilitation Alternative, would reduce or eliminate the proposed project's contribution to one or more of the significant impacts.

No Project Alternative

The **No Project Alternative** assumes that no development occurs on the proposed project site. Implementation of the No Project Alternative would continue the vehicle/bicycle conflicts that currently exist from using the existing bike lanes (along roadways). Implementation of the No Project Alternative would reduce the project's impacts to land use, biological resources and historical resources to below a level of significance. However, the No Project Alternative would fail to meet all of the project's objectives, including the goals of the City of San Diego Bicycle Master Plan and the San Diego Association of Governments' (SANDAG) Bayshore Bikeway Plan.

Pond 20 Alternative:

The **Pond 20 Alternative** assumes realignment of the bikepath through Salt Pond 20, located south of the proposed alignment, to Saturn Avenue (north of Palm Avenue). This alignment would avoid the locally-designated historic CBL by rerouting the bikepath through Salt Pond 20. Much of Pond 20 consists of waters of the United States and State of California Coastal Wetlands. Implementation of the Pond 20 Alternative would reduce the unmitigable impact to land use and historical resources, as it would avoid alteration of the CBL; however, this alternative would directly impact biological resources. In particular, a permanent impact to wetlands would result where no direct, permanent impact to waters of the U.S., or wetlands would occur under the proposed project. The Pond 20 Alternative would meet all of the project's objectives, with the exception of the minimization of impacts to sensitive biological resources.

Remove Track/Railroad Bridge Rehabilitation Alternative:

The **Remove Track/Railroad Bridge Rehabilitation Alternative** assumes removal of existing damaged or unserviceable railroad track and ties, and rehabilitation of the two existing railroad trestle bridges in order to

support the bikepath. The bridge rehabilitation would also consist of the placement of a concrete deck, and the addition of railing/fencing. This alignment would not avoid or lessen the significant impacts associated with the proposed project. Land use, biological resources and historical resources impacts would be greater under this alternative than with the proposed project. In addition, the Remove Track/Railroad Bridge Rehabilitation Alternative would meet all of the project's objectives, with the exception of the minimization of impacts to sensitive biological resources and the maintenance/preservation of the locally-designated historic components of the CBL.

Joint Use Alternative

The **Joint Use Alternative** assumes joint use of the bikepath and the railroad within the existing MTS right-of-way for the entire length of the project. The bikepath would parallel the rails and ties on the berm and for the length of the bridges. This alternative would require placement of a retaining wall and embankment fill to support the bikepath along the berm; and rehabilitation and/or modification of the existing trestle bridges to support the bikepath parallel to the existing bridge alignment. The Joint Use Alternative would lessen the project's impacts to the locally-designated historic CBL because impacts to the historic rails and ties would be avoided, and visual alteration of the bridges due to rehabilitation and/or modification would be less than that of the proposed project. However, this alternative would still result in a significant and unmitigable impact to land use and historical resources, as while impacts will be lessened, the alternative would still result in alteration of the components of the CBL. Mitigation similar to that of the proposed project would be required to avoid the potential significant impact to the prehistoric shell midden located within the project corridor. The Joint Use Alternative would, however, result in greater temporary wetland impacts than the proposed project, and would also result in permanent impacts to wetlands that would not occur under the proposed project. In addition, this alternative would meet all of the project's objectives, with the exception of the minimization of impacts to sensitive biological resources.

Joint Use Alternative Excluding Bridges

The **Joint Use Alternative Excluding Bridges** is similar to the Joint Use Alternative; however, this alternative would not rehabilitate and/or modify the existing trestle bridges. Instead, the Joint Use Alternative Excluding Bridges would place pre-fabricated bridges across the existing debilitated trestle bridges for the entire bridge spans, as would occur under the project. As with the Joint Use Alternative, under this alternative, the bikepath would parallel the rails and ties on the berm and would require placement of a retaining wall and embankment fill to support the bikepath on the berm. The Joint Use Alternative Excluding Bridges would avoid the project's impacts to the rails and ties on the berm; however, this alternative would still result the visual and structural alteration of components of the locally-designated historic CBL, as there would be some aesthetic alteration of the existing trestle bridge components of the CBL. The unmitigable impacts to land use and historical resources would be lessened, but not completely avoided. Mitigation similar to that of the proposed project would be required to avoid the potential significant impact to the prehistoric shell midden located within the project corridor. The Joint Use Alternative Excluding Bridges would, however, result in greater temporary and permanent wetland impacts than the proposed project, and would also result in permanent impacts to wetlands that would not occur under the proposed project. In addition, this alternative would meet all of the project's objectives, with the exception of the minimization of impacts to sensitive biological resources.

Other than the No Project Alternative, the Pond 20 Alternative is the only alternative that would avoid the unmitigable significant impact associated with the CBL. However, the Pond 20 Alternative would conversely result in significant permanent impacts to waters of the U.S. or wetlands not associated with the

proposed project. Furthermore, this alternative is located within property under jurisdiction and owned by another entity (i.e., the San Diego Unified Port District). Approval of the proposed project would require the decision maker to make findings substantiated in the record which state that: (a) individual mitigation measures or project alternatives are infeasible; and (b) the overall project is acceptable despite significant impacts because of specific overriding considerations.

MITIGATION, MONITORING, AND REPORTING PROGRAM INCORPORATED INTO THE PROJECT:

Land Use (direct and indirect): The proposed project would structurally and aesthetically alter existing components of the CBL, a locally-designated historic resource. The proposed project partially meets the intent of the City of San Diego Historical Resources Regulations by maintaining some visibility of the trestle bridges and portions of the railroad tracks; however, as proposed, the project is not fully consistent with the City's Historical Resources Regulations. Implementation of mitigation measures described below in the Historical Resources section would partially lessen the potential impact to the CBL; however, the land use impact associated with the project's inconsistency with the City's Historical Resources Regulations would remain significant and unmitigable.

The City of San Diego Environmentally Sensitive Lands (ESL) Regulation (Land Development Code Section 143.0101 et. seq.) is intended to ~~project~~ protect, preserve, and where damaged, restore, the environmentally sensitive lands within the City and the viability of the species supported by those lands. The ESL regulations apply to proposed developments when any of the following sensitive resources are present: sensitive biological resources; steep hillsides; coastal beaches; sensitive coastal bluffs; and special flood hazard areas. Due to the presence of on-site resources affected by the ESL regulations, ("Special Flood Hazard Areas" and "Sensitive Biological Resources") a Site Development Permit (SDP) is required. The proposed project complies with the ESL regulations as mitigation is proposed to reduce direct and permanent biological impacts to below a level of significance.

The proposed project has the potential to indirectly impact sensitive avian species, which would be a conflict with the MHPA Land Use Adjacency Guidelines. The issues addressed in the MHPA Land Use Adjacency Guidelines include: drainage, toxics, lighting, noise, barriers, invasives, and grading/land development. Indirect impacts to sensitive avian species would be inconsistent with the noise issue of the MHPA Land Use Adjacency Guidelines. Mitigation for the noise issue would be provided through avoidance of the avian nesting season and requiring pre-construction survey to be conducted prior to commencement of any construction-related activity, and construction monitoring during construction. Mitigation is also provided to ensure consistency with the remaining MHPA Land Use Adjacency Guidelines. The mitigation prohibits drainage directly into the MHPA; places restrictions on the use of hazardous materials, toxics, and the placement of lighting; requires the provision of barriers along MHPA boundaries; bans the introduction of invasive non-native plant species; and requires manufactured slopes associated with the development to be included within the development footprint. Implementation of this mitigation would reduce the potential indirect impacts associated with the noise issue of the MHPA Land Use Adjacency Guidelines, and avoid the conflict with the MHPA Land Use Adjacency Guidelines for drainage, toxics, lighting, barriers, invasives, and grading/land development. The mitigation would fully reduce the conflict with the MHPA Land Use Adjacency Guidelines to a level below significant.

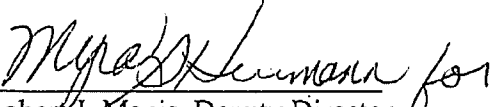
Biological Resources (direct and indirect): The proposed project would result in direct permanent and temporary impacts to Diegan coastal sage scrub, and temporary impacts to coastal salt marsh and salt panne habitats. Direct impacts to Diegan coastal sage scrub would be mitigated through on-site restoration of

habitat within the MHPA, or in-lieu fee payment into MHPA habitat acquisition fund. The direct, temporary impact to coastal salt marsh and salt panne would be mitigated through on-site restoration at a 1:1 ratio due the nature of impact being temporary. It is anticipated that the habitats would recover on their own, as the impact would be from trampling and no grading or root system removal would occur.

The proposed project would also result in potential indirect impacts associated with loss of potential foraging habitat for the light-footed clapper rail, and indirect noise impacts to nesting sensitive avian species during construction of the project. These indirect impacts are considered significant, but would be fully mitigated through proposed revegetation of permanent habitat impacts, as well as for temporary impacts to coastal salt marsh. Also, the indirect impacts to nesting sensitive avian species would be fully mitigated through avoidance of the avian nesting season during construction (or other means if permitted by wildlife agencies), conducting pre-construction surveys, and implementation of other measures such as the placement of environmental fencing to clearly delineate sensitive habitat areas and biological monitoring and reporting during construction. With implementation of these mitigation measures, impacts to biological resources would be reduced to a level below significant.

Historical Resources (direct): The proposed project has the potential to result in a direct impact to a prehistoric shell midden if the approved grading limits of the proposed project are not clearly delineated prior to/during construction as portions of archaeological site CA-SDI-4360 are present within the project corridor. Potential impacts to the archaeological site CA-SDI-4360 would be minimized through implementation of a mitigation program which includes staking/flagging the limits of the site prior to grading, and full-time archaeological and Native American monitoring during grading and excavation activities within proximity to the recorded site. In the event that archaeological resources and/or features are identified during the monitoring program, then construction activities would be temporarily halted until an evaluation is conducted to determine the significance of the resource in accordance with the Mitigation Monitoring and Reporting Program. This mitigation measure would reduce the potential significant direct impact to archaeological site CA-SDI-4360 to a level less than significant.

In addition, the proposed project would cap the existing railroad rails with soil and place steel truss bridges on top of the existing railroad trestle bridges, in order to preserve these features in place. The existing rails and wooden trestle bridges are considered components of the locally-designated historic Coronado Belt Line (CBL). Mitigation would be provided in the form of documentation of existing elements of the CBL, recovery of excavated features of the CBL, and inclusion of interpretive facilities within the project corridor that identify elements of the CBL and its history. These mitigation measures are proposed to reduce the potential impact to the CBL to the extent feasible; however, the proposed project would still result in a structural and aesthetic modification of the CBL. Although the historic components of the CBL would be covered, they would not be removed, which would preserve them for future options, and would also allow for viewing by bicyclists and pedestrians. However, this alteration still results in a significant and unmitigable historical resources impact.


Robert J. Manis, Deputy Director
Development Services Department

May 29, 2007
Date of Draft Report

August 8, 2007
Date of Final Report

Analyst: K. Forburger

PUBLIC REVIEW:

The following individuals, organizations, and agencies received a copy or notice of the draft EIR and were invited to comment on its accuracy and sufficiency:

Federal Government

U.S. Fish & Wildlife Service (23)
Field Office - Carlsbad
Refuge – South San Diego
U.S. Environmental Protection Agency (19)
U. S. Army Corps of Engineers (26)
Federal Highway Administration

State of California

Resources Agency (43)
Department of Parks and Recreation
Department of Transportation (Caltrans), District 11 (31)
California Coastal Commission
California Department of Conservation
California Department of Fish and Game (32)
California Regional Water Quality Control Board, Region 9 (44)
California Environmental Protection Agency (37A)
State Clearinghouse (46)
State Lands Commission
California Highway Patrol, San Diego (58)
Native American Heritage Commission (56)
Department of Toxic Substance Control
Integrated Waste Management Board (35)

County of San Diego

Department of Environmental Health - HMMD (75)
Vector Control (63)
Department of Planning and Land Use (68)
County Supervisor Greg Cox

City of San Diego

Mayor's Office (91)
Councilmember Hueso - District 8
Councilmember Faulconer – District 2
Historical Resources Board (87)
City Planning and Community Investment Department
MSCP, Kristen Forburger (MS 5A)
Long Range Planning, Theresa Millette (MS 4A)
Local Enforcement Agency (MS 606L)
Fire and Life Safety (79)
Police Research & Analysis (84)
Library Government Documents (81)
Otay Mesa/Nestor Branch Library (81W)

City of San Diego (continued)

San Ysidro Branch Library (81EE)
San Ysidro Community Service Center (435)
Historical Resources Board (87)
Real Estate Assets Department
Wetland Advisory Board (171)
Environmental Services Department (80)
Development Services Department (MS 301/501)
 Patricia Grabski
 Christine Rothman
 Robert Negrete
Engineering and Capital Projects Department (86)
 Frank Gaines (MS 611)
 Jeannette DeAngelis (MS 611)
Office of the City Attorney – Shirley Edwards (MS 59)
Transportation Department – Larry Van Wey (MS 609)

Other Individuals and Organizations

Otay Mesa-Nestor Community Planning Committee (228)
Otay Mesa Chamber of Commerce (231A)
Otay Valley Regional Park JPA
Otay Mesa/Nestor Community Planning Group
San Diego Unified Port District –Ralph Hicks
Theresa Acero (230)
City of Chula Vista, Planning Department (94)
City of Imperial Beach, Greg Wade (99)
City of National City, Planning Department (102)
City of Coronado, Ann McCall, 95
Fenton-Western Salt Company
San Diego Transit (112)
Metropolitan Transit System (115)
San Diego Association of Governments (108) – Stephan Vance
San Diego Gas & Electric Company (114)
San Diego & Arizona Eastern Rail Company
Sierra Club, San Diego Chapter (165)
San Diego Audubon Society (167)
Environmental Health Coalition (169)
San Diego Baykeeper
San Diego County Bicycle Coalition
California Native Plant Society (170)
San Diego Regulatory Alert (174)
Center for Biological Diversity (176)
Citizen's Coordinate for Century III (179)
EC Allison Research Center (181)
Endangered Habitats League (182)
Community Planning Committee (194)

Other Individuals and Organizations (continued)

Carmen Lucas (206)
Jerry Schaefer, PhD (209)
South Coastal Information Center, San Diego State University (210)
San Diego Historical Society (211)
San Diego Archaeological Center (212)
Save Our Heritage Organisation (214)
Ron Christman (215)
Louie Guassac (215A)
Clint Linton (215B)
San Diego County Archaeological Society (218)
Kumeyaay Cultural Repatriation Committee (225)
Native American Distribution (225A-R) - **NOTICE ONLY**
 Barona Group of Capitan Grande Band of Mission Indians (225A)
 Campo Band of Mission Indians (225B)
 Cuyapaipe Band of Mission Indians (225C)
 Inaja and Cosmit Band of Mission Indians (225D)
 Jamul Indian Village (225E)
 La Posta Band of Mission Indians (225F)
 Manzanita Band of Mission Indians (225G)
 Sycuan Band of Mission Indians (225H)
 Viejas Group of Capitan Grande Band of Mission Indians (225I)
 Mesa Grande Band of Mission Indians (225J)
 San Pasqual Band of Mission Indians (225K)
 Santa Ysabel Band of Diegueño Indians (225L)
 La Jolla Band of Mission Indians (225M)
 Pala Band of Mission Indians (225N)
 Pauma Band of Mission Indians (225O)
 Pechanga Band of Mission Indians (225P)
 Rincon Band of Luiseño Mission Indians (225Q)
 Los Coyotes Band of Indians (225R)
Union-Tribune City Desk (140)
San Ysidro School District (127)
South Bay Unified School District (130)
United Border Community Town Council (434)
Dennis Landaal, Kimley-Horn and Associates, Inc. (Project Manager/Engineer)
Tim Gnibus, BRG Consulting, Inc. (Environmental Consultant)
Shauna Wolf
Richard Hamilton, San Diego Rail
Craig Nicholas
Marie Burke Lia, Attorney at Law (Historical Consultant)
Susan Brandt-Hawley, Brandt-Hawley Law Group
Tijuana River National Estuarine Research Reserve

Copies of the draft EIR, the Mitigation Monitoring and Reporting Program and any technical appendices may be reviewed in the office of the Land Development Review Division, or purchased for the cost of reproduction.

MITIGATION MONITORING AND REPORTING PROGRAM

BAYSHORE BIKEWAY – WESTERN SALT SEGMENT

PROJECT NO. 1901

This Mitigation Monitoring and Reporting Program is designed to ensure compliance with Public Resources Code Section 21081.6 during implementation of mitigation measures. This program identifies at a minimum: the department responsible for the monitoring, what is to be monitored, how the monitoring shall be accomplished, the monitoring and reporting schedule, and completion requirements. A record of the Mitigation Monitoring and Reporting Program will be maintained at the offices of the Land Development Review Division, 1222 First Avenue, Fifth Floor, San Diego, CA, 92101. All mitigation measures contained in the Environmental Impact Report (Project No. 1901) shall be made conditions of the project as may be further described below.

A. Land Use

IMPACT: The proposed project would cover the railroad rails and bridges, which would cause the physical alteration of the existing visual components of the Coronado Belt Line (CBL), a designated local historic resource. The rails would be capped with dirt and the trestle bridges would be “covered” by steel truss bridges. The aesthetic and physical alterations would cause the proposed project to only partially meet the intent of the City’s Historical Resources Regulations. Thus, the proposed project would be inconsistent with the City’s Historical Resources Regulations. Project design features have been incorporated into the project to minimize the impact. Additionally, Mitigation Measures H2, H3, and H4 (see Section C, below) would reduce the conflict with the City’s Historical Resources Regulations to the extent feasible; however, the impact is considered to remain significant and unmitigable.

IMPACT: The proposed project is located entirely within the MHPA, within an existing transportation corridor, and is therefore subject to the MHPA Adjacency Guidelines. The project’s potential conflict with these guidelines is considered a significant impact. Mitigation Measure LU1, as provided below, would ensure the proposed project would be consistent with the MHPA Adjacency Guidelines. Mitigation Measure LU1 would reduce the significant impact to below a level of significance.

Mitigation Measure LU1

The project shall comply with the applicable MSCP Subarea Plan land use adjacency guidelines to ensure minimal impacts to the MHPA. Specifically, the project shall comply with the following measures regarding Drainage, Toxics, Lighting, Noise, Barriers, Invasives, and Grading/Land Development.

Drainage. All new and proposed parking lots and developed areas in and adjacent to the preserve must not drain directly into the MHPA. All developed and paved areas must prevent the release of toxins, chemicals, petroleum products, exotic plant materials, and other elements that might degrade or harm the natural environment or ecosystem processes within the MHPA.

Toxics. Land uses, such as recreation and agriculture, that use chemicals or generate by-products such as manure, that are potentially toxic or impactful to wildlife, sensitive species, habitat, or water quality need to incorporate measures to reduce impacts caused by the application and/or drainage of such materials into the MHPA.

Lighting. Lighting of all developed areas adjacent to the MHPA should be directed away from the MHPA. Where necessary, development should provide adequate shielding with non-invasive plant materials (preferably native), berming, and/or other methods to protect the MHPA and sensitive species from night lighting.

Noise. Uses in or adjacent to the MHPA should be designed to minimize noise impacts. Berms or walls should be constructed adjacent to commercial areas, recreational areas, and any other use that may introduce noises that could impact or interfere with wildlife utilization of the MHPA.

Barriers. New development adjacent to the MHPA may be required to provide barriers (e.g. non-invasive vegetation, rocks/boulders, fences, walls, and/or signage) along the MHPA boundaries to direct public access to appropriate locations and reduce domestic animal predation.

Invasives. No invasive non-native plant species shall be introduced into areas adjacent to the MHPA.

Grading/Land Development. Manufactured slopes associated with site development shall be included within the development footprint for projects within or adjacent to the MHPA.

Method of Verification: ADD shall verify that all the MSCP Subarea Plan land use adjacency guidelines are incorporated into the design documents.

Timing of Verification: During project design and implementation.

Responsible Person: ADD of LDR

B. Biological Resources

IMPACT: The proposed project has the potential to result in the following impacts:

- Temporary, indirect construction noise impacts resulting in the disturbance of nesting bird species during construction of the bike path on top of the Main Street Dike and within Area 4.
- Direct, permanent impact to approximately 1.35 acres of disturbed coastal sage scrub as a result in construction in Area 4.
- Permanent, indirect impacts to Belding's Savannah sparrow as the result of abandonment of the narrow strip of marsh adjacent to the proposed bike path.
- Temporary impacts to approximately 0.02 acre of coastal salt marsh habitat, 0.01 acre of disturbed Diegan Coastal sage scrub, 0.003 acre of salt panne, and 0.027 acre of ruderal habitat as the result of 10-foot wide plywood access paths needed for construction of the steel truss bridges.

- No burrowing owls have been detected on the project site; however, suitable habitat exists in the project area.

Mitigation measures provided below will reduce the significant impact to below a level of significance.

Mitigation Measures A1, A2, A3, and B1-B19

Prior to the commencement of any construction related activity (including earthwork) on-site for PTS 1901, the City of San Diego shall make arrangements to schedule a pre-construction meeting to ensure implementation of the MMRP. The meeting shall include the City Field Resident Engineer (RE), the monitoring biologist, a USFWS Refuge Representative (i.e., Refuge Manager), and staff from the City's Mitigation Monitoring and Coordination (MMC) Section.

Prior to the preconstruction meeting, the Assistant Deputy Director of the Land Development Review Division (LDR) shall verify that the following mitigation measures are noted on the construction plans/contract specifications submitted and included in the specifications under the heading *Environmental Mitigation Requirements*.

Construction plans shall include provisions for site security in order to prevent unauthorized access onto the project site and adjacent salt ponds during construction. Specific site security measures could include the installation of barriers and locked gates at both ends of the construction alignment and, if necessary, the presence of a security officer to patrol the construction site when no construction activities are underway.

UPLAND MITIGATION

Prior to the commencement of any construction related activity on-site (including earthwork and fencing) and/or the preconstruction meeting for PTS 1901, mitigation for direct impacts to 1.35-acres of cholla-dominated disturbed Diegan coastal sage scrub that result from the proposed bikeway shall be assured to the satisfaction of the City Assistant Deputy Director (ADD) of the Land Development Review Division (LDR)/Environmental Designee.

- (1a) A total of 1.35 acres of Tier II Diegan coastal sage scrub habitat located inside (1:1 ratio) the MHPA will be created on-site; or,
- (1b) A total of 1.35 acres of coastal sage scrub credit shall be contributed to the habitat acquisition fund (or combination thereof).

BIOLOGICAL MONITORING PROGRAM DURING CONSTRUCTION

At least thirty days prior to the Precon Meeting, the EAS approved, USFWS qualified Biologist shall verify that any special reports, maps, plans and time lines, such as but not limited to, plant salvage plans, revegetation plans, plant relocation requirements and timing, avian or other wildlife protocol surveys, impact avoidance areas described below, or other such information, have been completed and updated. The biologist should identify pertinent information concerning protection of sensitive resources, such as but not limited to, flagging of individual plants or small plant groups, limits of grade fencing and limits of silt fencing (locations may include 10-feet or less inside the limits of grading, or up against and just

inside of the limits of the grade fencing). Plant salvage may be initiated at this time (or sooner if addressed in the approved, Conceptual Revegetation Plan) under the direction of EAS, MMC and the USFWS.

Biological Monitor shall attend Preconstruction Meeting(s)

- a. The qualified Biologist shall attend any grading related Precon Meetings to make comments and/or suggestions concerning the monitoring program with the Construction Manager and/or Grading Contractor.
- b. If the Biologist or USFWS is not able to attend the Precon Meeting, the RE or BI, if appropriate, will schedule a focused Precon Meeting for the Biologist, USFWS, MMC, and EAS staff, as appropriate, Monitors, Construction Manager and appropriate Contractor's representatives to meet and review the job on-site prior to start of any work that requires monitoring or construction on-site (including fencing).

Identify Areas to be Monitored

At the Precon Meeting, the Biologist shall submit to MMC a Biological Monitoring Exhibit (BME) site/grading plan (reduced to 11"x17") that identifies areas to be protected, fenced, and monitored, as well as areas that may require delineation of grading limits. Silt fencing (or other suitable environmental fencing) shall be installed to clearly delineate the limits of the right-of-way and Refuge interface, the environmentally sensitive areas (ESA's), and the proposed temporary construction access locations through the Refuge. These fencing requirements shall be included in the construction plans.

When Monitoring Will Occur

Prior to the commencement of work, the qualified Biologist shall also submit a construction schedule to MMC through the RE or BI, as appropriate, indicating when and where monitoring is to begin and shall notify MMC of the start date for monitoring, at a minimum, the qualified biologist should be present when initial grading is occurring in the vicinity of sensitive habitat and for any earthwork in or adjacent to habitat during any potential avian nesting season to ensure conformance with state and federal migratory bird acts.

Biological Monitor Shall Be Present During Grading/Excavation

The qualified Biological Monitor shall be on site at a minimum when initial grading is occurring adjacent to wetland habitats and/or potential occupied avian or sensitive species habitat, to ensure that no take of sensitive species or active bird nests occurs, grading limits are observed, and that orange fencing and silt fencing are installed to protect sensitive areas outside earthwork limits. The qualified biologist shall document activity via the Consultant Site Visit Record. This record shall be sent to the RE or BI, as appropriate, each month. The RE, or BI as appropriate, will forward copies to MMC. The biological monitor shall have the authority to divert work or temporarily stop operations to avoid previously unanticipated significant impacts. IT IS THE CONTRACTOR RESPONSIBILITY TO KEEP MONITORS UP-TO-DATE WITH CURRENT PLANS.

During Construction

- a. No staging/storage areas for equipment and materials shall be located within or directly adjacent to habitat retained in open space area; no equipment maintenance shall be conducted within or near adjacent open space.
- b. 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. The contractor shall comply with all of the provisions of the Storm Water Pollution Prevention Plan for the project.
- c. No trash, oil, parking or other construction related activities shall be allowed outside the established limits of grading. All construction related debris shall be removed off site to an approved disposal facility.

Post Construction

- a. The Biologist shall be responsible for ensuring that all field notes and reports have been completed, all outstanding items of concern have been resolved or noted for follow up, and that specialty studies are completed, as appropriate.
- b. Within three months following the completion of monitoring, two copies of the Final Biological Monitoring Report (even if negative) and/or evaluation report, if applicable, which describes the results, analysis, and conclusions of the Biological Monitoring Program (with appropriate graphics) shall be submitted by the Biologist to the MMC for approval by the ADD of LDR.
- c. During any construction activity (including earthwork and fence placement) for PTS 1901, if any previously undisclosed, additional, unforeseen, inadvertent, direct or indirect additional biological resources are impacted (as noted by the applicant, contractors, biological monitor, the Wildlife Agencies, the City, or other entity), they shall be disclosed. Such impacts shall be rehabilitated, revegetated, and /or mitigated per the City's ESL Guidelines and/or as determined by other jurisdictional agencies. Such additional measures shall be included as part of the Final Biological Monitoring Report.
- d. MMC shall notify the RE of receipt of the Final Biological Monitoring Report.

HABITAT RESTORATION PROGRAM FOR UPLAND (CHOLLA DOMINATED COASTAL SAGE SCRUB) AND WETLAND (TEMPORARY IMPACTS TO COASTAL SALT MARSH)

Prior to the commencement of any construction related activity on-site (including earthwork) and/or the preconstruction meeting for PTS 1901, the applicant department shall submit revegetation plans and specifications for both upland and wetland restoration efforts. The separate efforts shall be clearly delineated with appropriate success criteria.

Restoration of Cholla Dominated Coastal Sage Scrub would be accomplished by collecting cuttings of Cholla species on-site, allowing these cuttings to callous and subsequently planting them. It is anticipated that this would be accomplished in the ruderal areas along the newly constructed bike path and along the adjacent haul road (the potential cholla/CSS restoration location is identified on EIR Figure 5.2-3b).

Areas of coastal salt marsh temporarily impacted during construction are expected to recover naturally. In the event that trampled areas do not return to their pre-project condition, these areas would be planted with a mosaic of the same species impacted by construction as presented below. Prior to the temporary disturbance of coastal salt marsh habitat, the existing status of the habitat shall be documented so as to allow comparison between the pre- and post-project conditions. As such, prior to construction, the coastal salt marsh habitat to be impacted shall be qualitatively recorded via photo documentation. Additionally, a species list shall be generated and general species abundance and distribution recorded.

- a. Salt marsh species would be planted from 3 inch "rose pots" grown from seed or cuttings collected from the project vicinity. Species other than pickleweed (*Salicornia virginica*) would be propagated and planted to ensure a diverse salt marsh at the created site. Pickleweed is known to invade naturally and would not be excluded from the site. Species to be planted from propagated stock include:

<u>Scientific Name</u>	<u>Common Name</u>
<i>Batis maritima</i>	saltwort
<i>Frankenia salina</i>	alkali heath
<i>Limonium californicum</i>	sea lavender
<i>Distichlis spicata</i>	saltgrass
<i>Salicornia subterminalis</i>	glasswort
<i>Monanthochloe littoralis</i>	shoregrass

Prior to Permit Issuance.

- A. Land Development Review (LDR) Plan Check.
 - 1. Prior to permit issuance or Bid Opening/Bid Award, whichever is applicable, the Assistant Deputy Director (ADD) Environmental designee shall verify that the requirements for the revegetation/restoration mitigation, including mitigation of direct-permanent impacts cholla cactus dominated Coastal Sage Scrub and direct-temporary impacts to Coastal Salt Marsh have been shown and noted on the appropriate revegetation and restoration landscape construction documents (RRLCD) and also, within the first two pages, listed with condition number and page numbers under the heading of 'Environmental and Development Permit Requirements - Notes and Index'. The RRLCD must be found to be in conformance with the ***Biological Resources Technical Report for the Proposed Western Salt***

Segment of the Bayshore Bikeway Conceptual Revegetation Plan, prepared by Tierra Environmental Services, (April 2007) the requirements of which are summarized below:

- B. Revegetation and Restoration Landscape Construction Documents
1. The RRLDC shall be prepared on D-sheets and submitted to the City of San Diego Development Services Department and Park and Recreation Department Open Space Section (OSR) for review and approval. OSR shall consult with Mitigation Monitoring Coordination (MMC) prior to approval of RRLDC to coordinate specific field inspection issues on behalf of the City Park and Recreation Department Open Space Section. The RRLDC shall consist of revegetation/restoration, planting, irrigation and erosion control plans; including all required graphics, notes, details, specifications, letters, and reports as outlined below.
 2. The RRLDC shall be prepared in accordance with the San Diego Land Development Code (LDC) Chapter 14, Article 2, Division 4, the LDC Landscape Standards submittal requirements, and Attachment "B" (General Outline for Revegetation/Restoration Plans) of the City of San Diego's LDC Biology Guidelines (July 2002). The Principal Qualified Design Biologist (PQDB) shall identify and adequately document all pertinent information concerning the revegetation/restoration goals and requirements, such as but not limited to, plant/seed palettes, timing of installation, plant installation specifications, method of watering, protection of adjacent habitat, erosion and sediment control, performance/success criteria, inspection schedule by City staff, document submittals, reporting schedule, etc. The Plans shall also include notes addressing the Five Year Maintenance, Monitoring and Reporting Period.
 3. The following notes shall also be on the RRLDC:

The Project Contractor shall be responsible to insure that for all grading and contouring, clearing and grubbing, installation of plant materials, and any necessary maintenance activities or remedial actions required during installation and the 120 day plant establishment/maintenance period are done per approved the approved RRLDC. The following procedures at a minimum, but not limited to, shall be performed:

 - a. The Project Contractor shall be responsible for the maintenance of the mitigation area for a minimum period of 120 days. Maintenance visits shall be conducted on a weekly basis throughout the plant establishment/maintenance period.
 - b. At the end of the 120 day period the Principal Qualified Construction Biologist (City approved) shall review the mitigation area to assess the completion of the 120 day establishment/maintenance period and submit a report for approval by MMC.
 - c. MMC will provide approval in writing to begin the five year maintenance and monitoring program.
 - d. Existing indigenous/native species shall not be pruned, thinned or cleared in the revegetation/mitigation area.

- e. The revegetation site shall not be fertilized.
- f. The Project Contractor is responsible for reseeding (if applicable) if weeds are not removed, within one week of written recommendation by the Principal Qualified Construction Biologist.
- g. Weed control measures shall include the following: (1) hand removal, (2) cutting, with power equipment, and (3) chemical control. Hand removal of weeds is the most desirable method of control and will be used wherever possible.
- h. Damaged areas shall be repaired immediately by the Project Contractor. Insect infestations, plant diseases, herbivory, and other pest problems will be closely monitored throughout the five-year maintenance and monitoring program. Protective mechanisms such as metal wire netting shall be used as necessary. Diseased and infected plants shall be immediately disposed of off-site in a legally-acceptable manner at the discretion of the Principal Qualified Construction Biologist. Where possible, biological controls will be used instead of pesticides and herbicides.

Prior to Start of Construction

- A. Principal Qualified Construction Biologist Shall Attend Preconstruction (Precon) Meetings
 - 1. Prior to beginning any work that requires monitoring:
 - a. The owner/permittee or their authorized representative shall arrange and perform a Precon Meeting that shall include the Project Contractor, the Principal Qualified Construction Biologist, the City Project Manager, the Resident Engineer (RE), and MMC.
 - b. The Principal Qualified Construction Biologist shall also attend any other grading/excavation related Precon Meetings to make comments and/or suggestions concerning the RRLDC with the Project Contractor, RE and MMC.
 - c. If the Principal Qualified Construction Biologist is unable to attend the Precon Meeting, the owner/permittee shall schedule a focused Precon Meeting with the Project Contractor, Principal Qualified Construction Biologist, Project Manager, RE and MMC, prior to the start of any work associated with the revegetation/ restoration phase of the project, including site grading preparation.
 - 2. Where Revegetation/Restoration Work Will Occur
 - a. Prior to the start of any work, the Principal Qualified Construction Biologist shall also submit a revegetation/restoration monitoring exhibit (RRME) based on the appropriate reduced RRLDC (reduced to 11"x 17" format) to the RE and MMC, identifying the areas to be revegetated/restored including the delineation of the construction limit of work line and the construction staging areas. Construction plans shall indicate that the construction staging areas shall not be located within the Refuge.

3. When Biological Monitoring Will Occur
 - a. Prior to the start of any work, the Principal Qualified Construction Biologist shall also submit a monitoring procedures schedule to the RE and MMC indicating when and where biological monitoring and related activities will occur.
 - b. The Principal Qualified Biologist shall supervise the placement of orange construction fencing or equivalent along the limits of disturbance within and surrounding sensitive habitats as shown on the approved RRLCD.
 - c. All construction activities (including staging areas) shall be restricted to the development area as shown on the approved RRLCD. The Principal Qualified Construction Biologist shall monitor construction activities as needed to ensure that construction activities do not encroach into biologically sensitive areas beyond the limits of disturbance as shown on the approved RRLCD.
4. Principal Qualified Biologist Shall Contact MMC to Request Modification
 - a. The Principal Qualified Biologist may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the RRLCD. This request shall be based on relevant information (such as other sensitive species not listed by federal and/or state agencies and/or not covered by the MSCP and to which any impacts may be considered significant under CEQA) which may reduce or increase the potential for biological resources to be present.

B. Letters of Qualification Have Been Submitted to ADD

1. The Project Contractor shall submit, for approval, a letter verifying the qualifications of the Principal Qualified Construction Biologist to MMC at the time of Bid Opening. This letter shall identify the Principal Qualified Construction Biologist where applicable, and the names of all other persons involved in the implementation of the revegetation/restoration plan and the five year maintenance and monitoring program, as they are defined in the City of San Diego Biological Review References.
2. MMC will provide a letter to the Project Contractor confirming the qualifications of the Principal Qualified Construction Biologist and all City Approved persons involved in the revegetation/restoration plan and five year maintenance and monitoring program.
3. Prior to the start of work, the owner/permittee must obtain approval from MMC for any personnel changes associated with the revegetation/restoration plan and the five year maintenance and monitoring program.

During Construction

A. Principal Qualified Construction Biologist Present During Construction / Grading/Planting

1. The Principal Qualified Construction Biologist shall be present full-time during construction activities including but not limited to, site preparation, cleaning, grading, excavation,

landscape establishment in association with the construction of new trail segments, improvement of existing trail segments, construction of a retaining wall, construction of wetland crossings, and construction of staging (parking) areas which could result in impacts to sensitive biological resources as identified on the approved RRLDC. **The Principal Qualified Construction Biologist is responsible for notifying the Project Contractor of changes to any approved construction plans, procedures, and/or activities. The Principal Qualified Construction Biologist through the Project Contractor is responsible to notify the RE and MMC of the changes.**

2. The Principal Qualified Construction Biologist shall document field activity via the Consultant Site Visit Record Forms (CSV). The CSVs shall be faxed by the Principal Qualified Construction Biologist the first day of monitoring, the last day of monitoring, monthly, and in the event that there is a deviation from conditions identified within the approved RRLCD and/or five-year maintenance and monitoring program. The RE shall forward copies to MMC.
3. The Principal Qualified Construction Biologist shall be responsible for maintaining and submitting the CSV at the time that Project Contractor responsibilities end (i.e., upon the completion of construction activity other than that of associated with biology).
4. All construction activities (including staging areas) shall be restricted to the development areas as shown on the approved RRLCD. The Principal Qualified Construction Biologist staff shall monitor construction activities as needed, with MMC concurrence on method and schedule. This is to ensure that construction activities do not encroach into biologically sensitive areas beyond the limits of disturbance as shown on the approved RRLCD.
5. The revegetation/restoration effort shall be visually assessed at the end of 120 day period to determine mortality of individuals. A draft letter report shall be prepared to document the completion of the 120-day plant establishment period. The report shall include discussion on weed control, horticultural treatments (pruning, mulching, and disease control), erosion control, trash/debris removal, replacement planting/reseeding, site protection/signage, pest management, vandalism, and irrigation maintenance.
6. The RE and the MMC will make a determination if the revegetation/ restoration program's 120 maintenance period is satisfactory or if it will need to be extended prior to the issuance of the Notice of Completion or any bond release.
7. Removal of temporary construction BMPs, where appropriate, shall be verified in writing on the final construction phase CSV.

B. Disturbance Notification Process

1. If unauthorized disturbances occur the Principal Qualified Construction Biologist shall direct the Project Contractor to temporarily divert construction in the area of disturbance and immediately notify the RE.

2. The Principal Qualified Construction Biologist shall also immediately notify MMC by telephone of the disturbance and report the nature and extent of the disturbance and recommend the method of additional protection, such as fencing. After obtaining concurrence with MMC and the RE, the Project Contractor shall install the approved protection under the direction of the Principal Qualified Construction Biologist.
3. The Principal Qualified Construction Biologist shall also submit written documentation of the disturbance to MMC within 24 hours by fax or email with photos of the resource in context (e.g., show adjacent vegetation).

C. Determination of Significance

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

Post Construction

A. Five-Year Mitigation, Establishment, Maintenance, Monitoring and Reporting Period.

1. Five-Year Mitigation Establishment/Maintenance Period.
 - a. The Project Contractor or a City (MMC) approved Maintenance Contractor and Principal Qualified Maintenance Biologist shall be retained to complete maintenance and monitoring activities throughout the five-year period.
 - b. Maintenance visits will be conducted twice per month for the first six months, once per month for the remainder of the first year, and quarterly thereafter.
 - c. Maintenance activities will include all items described in the approved RRLDC. Including temp BMPs associated with the revegetation.
 - d. Plant replacement will be conducted as recommended by the Principal Qualified Maintenance Biologist and the maintenance period may be extended to the satisfaction of the MMC.
2. Five-year Monitoring and Reporting Program.
 - a. All biological monitoring and reporting shall be conducted by a qualified and city approved Maintenance Biologist, consistent with the approved RRLDC.
 - b. Monitoring shall involve both qualitative monitoring (horticulture) and quantitative monitoring (i.e., performance/success criteria).
 - c. Qualitative monitoring surveys shall be conducted monthly during year one and quarterly during years two through five.

- d. Qualitative monitoring shall focus on soil conditions (e.g., moisture and fertility), container plant health, seed germination rates, presence of native and non-native (e.g., invasive exotic) species, any significant disease or pest problems, irrigation repair and scheduling, trash removal, illegal trespass, and any erosion problems.
 - e. Quantitative monitoring surveys shall be conducted. Quantitative monitoring surveys shall be conducted monthly during the first quarter and quarterly for the remainder of the first year. Bi-annual monitoring would be conducted for years 2 and 3. Annual monitoring visits would be conducted in years 4 and 5. The revegetation/restoration effort shall be quantitatively evaluated once per year (in spring) during years three through five, to determine compliance with the performance standards identified on the RRLDC. All plant material must have survived without supplemental irrigation for the last two years.
 - f. Quantitative monitoring shall include the use of fixed transects and photo points to determine the vegetative cover within the revegetated habitat. Collection of fixed transect data within the revegetation/restoration site shall result in the calculation of percent cover for each plant species present, percent cover of target vegetation, tree height and diameter at breast height (if applicable) and percent cover of non-native/non invasive vegetation. Container plants will also be counted to determine percent survivorship. The data will be used determine attainment of performance/success criteria identified within the Plans.
 - g. Biological monitoring requirements may be reduced if, before the end of the fifth year, the revegetation meets the fifth year criteria and the irrigation has been terminated for a period of the last two years.
3. Success Criteria for Cholla Dominated Coastal Sage Scrub Revegetation effort (1.35-acre)
 - a. Cholla, like many cacti, is transplanted from cuttings. The limiting factor in establishment is likely to be adequate water. With supplemental irrigation it is expected that 80% of the planted cuttings would survive the first year. If less than 80% survive year One, additional cuttings would be collected and planted until that 80% target is attained. Allowing for natural mortality, 90% of those that survive year One are expected to survive to year Two. After year Two, monitoring would document primarily the development of the planted individuals until success criteria is established up to Year Five.
 4. Success Criteria for Coastal Salt Marsh Revegetation Effort (0.02 acre (725 ft²))
 - a. It is expected that 80% of the planted cuttings would survive the first year. If less than 80% survive Year One, additional container stock would be planted until that 80% target is attained. Allowing for natural mortality, 90% of those that survive year One are expected to survive to year Two. After Year Two, monitoring would document primarily the canopy development of the planted individuals until success criteria is established up to Year Five.

B. Site Progress Reports

1. Site progress reports shall be prepared by the Principal Qualified Maintenance Biologist following each site visit and provided to the owner/permittee and Maintenance Contractor. Site progress reports shall review maintenance activities, qualitative and quantitative (when appropriate) monitoring results including progress of the revegetation relative to the performance/success criteria, and the need for any remedial measures.

C. Annual Reports during the Five Years

1. Draft annual reports (during years 1, 2 and 4) (three copies) summarizing the results of each progress report including quantitative monitoring results and photographs taken from permanent viewpoints shall be submitted to City MMC for City built projects and the USFWS Refuge Manager, for review and approval within 30 days following the completion of that year of monitoring. Draft annual reports (during year 3) (three copies) summarizing the results of each progress report including quantitative monitoring results and photographs taken from permanent viewpoints shall be submitted to City MMC for City built projects and the USFWS Refuge Manager for review and approval within 30 days following the completion of that year of monitoring.
2. City/ MMC and Refuge Manager shall return the draft annual report to the Principal Qualified Maintenance Biologist for revision or, for final preparation of that year report.
3. The Principal Qualified Maintenance Biologist shall submit final annual report for that year to the owner/permittee, the Maintenance Contractor and City MMC and USFWS Refuge Manager for approval within 30 days of receiving comments on the draft annual report.
4. City MMC and USFWS Refuge Manager will provide written acceptance of the Report to the Principal Qualified Maintenance Biologist, the Maintenance Contractor and the owner/permittee.

D. Final Monitoring Reports(s)

1. The Principal Qualified Maintenance Biologist shall prepare a Final Monitoring Report upon achievement of the fifth year performance / success criteria and completion of the five year maintenance period.
 - a. This report may occur before the end of the fifth year if the revegetation meets the fifth year performance /success criteria and the irrigation has been terminated for a period of the last two years.
 - b. The Final Monitoring report shall be submitted to City MMC for evaluation of the success of the mitigation effort and final acceptance by the City Park and Recreation. A copy shall also be submitted to the USFWS Refuge Manager. A request for a pre-final inspection shall be submitted at this time which City MMC will schedule with City Park and Recreation Department after review of report.

- c. If at the end of the five years any of the revegetated area fails to meet the project's final success standards, the applicant must consult with City MMC, USFWS Refuge Manager, and the City Park and Recreation Department. This consultation shall take place to determine whether the revegetation effort is acceptable. The applicant understands that failure of any significant portion of the revegetation/restoration area may result in a requirement to replace or renegotiate that portion of the site and/or extend the monitoring and establishment/maintenance period until all success standards are met.
- d. Removal of temporary maintenance BMPs shall be verified in writing on the final construction phase CSVr by the Principal Qualified Maintenance Biologist.

FENCING

- 1. Prior to permit issuance or Bid Opening/Bid Award, whichever is applicable, the Assistant Deputy Director (ADD) Environmental designee shall verify that proposed chain-link fencing is depicted on the construction plans and illustrated on both sides of the bike path for the entire length of the bike path, with the exception of the two bridge locations. Fencing specifications shall be as follows: a security fence up to seven feet high consisting of two-inch mesh, 6-gauge (0.192" diameter) black vinyl (or other appropriate black finish) chain link, with a black bottom rail that is secured in the center of the two line post using a 3/8" diameter eye hook anchored into a concrete footing (or equivalent per agreement with the Wildlife Agencies) and a 7-gauge coil spring wire installed upside down (e.g., the finished chain link shall be positioned at the bottom of the fence and the open, sharp-edged links shall be upright). The distance between the lower portion of the fence and the ground shall be no greater than two inches. The entire fence, including the chain link, posts, and bottom rail shall be black to improve the overall appearance of the fence.

SENSITIVE AVIAN SPECIES

- 1. Construction activities shall occur outside of the breeding period of the light-footed clapper rail (October 1 through February 14), least tern, cactus wren, Belding's Savannah sparrow, and western snowy plover. Prohibiting construction activities during these periods would reduce the impacts to below a level of significance.

Species	Breeding Season¹
Light-footed Clapper Rail	February 15 to September 30
Belding's Savannah Sparrow	February 15 to August 15
California Least Tern	April 1 to September 15
Western Snowy Plover	March 1 to September 15
Burrowing Owl	February 1 to August 31
San Diego Cactus Wren	February 15 to August 15

Note: ¹ = breeding seasons taken from USFWS (1997) for light-footed clapper rail;

Source: Tierra (2002) for Belding's Savannah sparrow;

City of San Diego (2002) for California least tern, western snowy plover, burrowing owl and San Diego cactus wren.

- 2. Due to potentially suitable burrowing owl habitat existing on and immediately off-site, pre-construction surveys shall be conducted to determine presence or absence of this species

onsite. If burrowing owls are observed onsite during preconstruction surveys, impacts to the species would be avoided to the maximum extent practical; any individuals would be relocated out of the impacted area using methodologies approved by the wildlife agencies pursuant to the CDFG Staff Report on Burrowing Owls, dated October 1995; and mitigation for impacts to occupied habitat (at the MSCP Subarea Plan ratio) would occur through the conservation of occupied burrowing owl habitat or conservation of lands appropriate for restoration, management and enhancement of burrowing owl nesting and foraging requirements.

3. If there is a potential for indirect noise impacts to nesting raptors, prior to any construction related activity within the development area during the raptor breeding season (February 1 through September 15) the biologist shall conduct a preconstruction survey to determine the presence of active raptor nests. If active nests are detected the biologist in consultation with the ADD Environmental Designee shall establish a species appropriate noise buffer zone. No construction shall occur within this zone.

NIGHTTIME LIGHTING

No nighttime lighting shall be allowed during project construction or operation.

Method of Verification: ADD shall verify that all the requirements for biological monitoring are noted on construction documents.

Timing of Verification: Prior to, during, and post construction.

Responsible Person: ADD of LDR

C. Historical Resources

IMPACT: There is the potential that site CA-SDI-4360 would be inadvertently impacted by project grading if the approved limits of grading are not clearly delineated for project construction contractors. Mitigation Measure H1, as provided below, would ensure that no significant indirect impact to CA-SDI-4360 would result from the proposed project construction activities. Mitigation Measure H1 would reduce the significant impact to below a level of significance.

Mitigation Measure H1:

Prior to Permit Issuance or Bid Opening/Bid Award

A. Land Development Review (LDR) Plan Check

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

Monitoring and Native American Monitor have been noted on the appropriate construction documents.

B. Letters of Qualification have been submitted to the ADD

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

Prior to Start of Construction

A. Verification of Records Search

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

B. PI Shall Attend Precon Meetings

1. Prior to beginning any work that requires monitoring, the Applicant shall arrange a Precon Meeting that shall include the PI, Construction Manager (CM) and/or Grading Contractor, Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC. The qualified Archaeologist and Native American Monitor shall attend any grading/excavation related Precon Meetings to make comments and/or suggestions concerning the Archaeological Monitoring program with the Construction Manager and/or Grading Contractor.
 - a. If the PI is unable to attend the Precon Meeting, the Applicant shall schedule a focused Precon Meeting with MMC, the PI, RE, CM or BI, if appropriate, prior to the start of any work that requires monitoring.
2. Acknowledgement of Responsibility for Curation (CIP or Other Public Projects)
The applicant shall submit a letter to MMC acknowledging their responsibility for the cost of curation associated with all phases of the archaeological monitoring program.

3. Identify Areas to be Monitored

- a. Prior to the start of any work that requires monitoring, the PI shall submit an Archaeological Monitoring Exhibit (AME) based on the appropriate construction documents (reduced to 11x17) to MMC for approval identifying the areas to be monitored including the delineation of grading/excavation limits. These areas shall be identified by flagging in the field by the archaeological monitor.
- b. The AME shall be based on the results of a site specific records search as well as information regarding the age of existing pipelines, laterals and associated appurtenances and/or any known soil conditions (native or formation).
- c. MMC shall notify the PI that the AME has been approved.

4. When Monitoring Will Occur

- a. Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE indicating when and where monitoring will occur.
- b. The PI may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final construction documents which indicate conditions such as age of existing pipe to be replaced, depth of excavation and/or site graded to bedrock, etc., which may reduce or increase the potential for resources to be present.

5. Approval of AME and Construction Schedule

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

During Construction

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

1. The monitor and Native American Monitor shall be present full-time during grading/excavation/trenching activities including, but not limited to mainline, laterals, jacking and receiving pits, services and all other appurtenances associated with underground utilities as identified on the AME and as authorized by the CM. **The Construction Manager is responsible for notifying the RE, PI, and MMC of changes to any construction activities.**
2. The monitor shall document field activity via the Consultant Site Visit Record (CSV). The CSV's shall be faxed by the CM to the RE the first day of monitoring, the last day of monitoring, monthly (**Notification of Monitoring Completion**), and in the case of ANY discoveries. The RE shall forward copies to MMC.
3. The PI may submit a detailed letter to the CM and/or RE for concurrence and forwarding to MMC during construction requesting a modification to the monitoring program when a field condition such as modern disturbance post-dating the previous trenching activities, presence of fossil

formations, or when native soils are encountered may reduce or increase the potential for resources to be present.

B. Discovery Notification Process

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

C. Determination of Significance

1. The PI and Native American Monitor shall evaluate the significance of the resource. If Human Remains are involved, follow protocol in Section IV below.
 - a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required.
 - b. If the resource is significant, the PI shall submit an Archaeological Data Recovery Program (ADRP) and obtain written approval of the program from MMC, CM and RE. ADRP and any mitigation must be approved by MMC, RE and/or CM before ground disturbing activities in the area of discovery will be allowed to resume.
 - (1). Note: For pipeline trenching projects only, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under "D."
 - c. If resource is not significant, the PI shall submit a letter to MMC indicating that artifacts will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that that no further work is required.
 - (1). Note: For Pipeline Trenching Projects Only. If the deposit is limited in size, both in length and depth; the information value is limited and is not associated with any other resource; and there are no unique features/artifacts associated with the deposit, the discovery should be considered not significant.
 - (2). Note, for Pipeline Trenching Projects Only: If significance cannot be determined, the Final Monitoring Report and Site Record (DPR Form 523A/B) shall identify the discovery as Potentially Significant.

D. Discovery Process for Significant Resources - Pipeline Trenching Projects

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

1. Procedures for documentation, curation and reporting
 - a. One hundred percent of the artifacts within the trench alignment and width shall be documented in-situ, to include photographic records, plan view of the trench and profiles of side walls, recovered, photographed after cleaning and analyzed and curated. The remainder of the deposit within the limits of excavation (trench walls) shall be left intact.
 - b. The PI shall prepare a Draft Monitoring Report and submit to MMC via the RE as indicated in Section VI-A.
 - c. The PI shall be responsible for recording (on the appropriate State of California Department of Park and Recreation forms-DPR 523 A/B) the resource(s) encountered during the Archaeological Monitoring Program in accordance with the City's Historical Resources Guidelines. The DPR forms shall be submitted to the South Coastal Information Center for either a Primary Record or SDI Number and included in the Final Monitoring Report.
 - d. The Final Monitoring Report shall include a recommendation for monitoring of any future work in the vicinity of the resource.

Discovery of Human Remains

If human remains are discovered, work shall halt in that area and the following procedures as set forth in the California Public Resources Code (Sec. 5097.98) and State Health and Safety Code (Sec. 7050.5) shall be undertaken:

A. Notification

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

B. Isolate discovery site

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

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

1. The Medical Examiner will notify the Native American Heritage Commission (NAHC) within 24 hours. By law, **ONLY** the Medical Examiner can make this call.
2. The NAHC will contact the PI within 24 hours or sooner, after Medical Examiner has completed coordination.
3. NAHC will immediately identify the person or persons determined to be the Most Likely Descendent (MLD) and provide contact information.
4. The PI shall coordinate with the MLD for additional consultation.
5. The MLD has 48 hours to make recommendations to the property owner or representative for the treatment or disposition, with proper dignity, of the human remains and the associated grave goods.
6. Disposition of Native American Human Remains shall be determined between the MLD and the PI, IF:
 - a. The NAHC is unable to identify the MLD, OR the MLD failed to make a recommendation within 48 hours after being notified by the Commission; OR;
 - b. The landowner or authorized representative rejects the recommendation of the MLD and mediation in accordance with PRC 5097.94 (k) by the NAHC fails to provide measures acceptable to the landowner.
 - c. To protect these sites, the landowner shall do one or more of the following:
 - (1) Record the site with the NACH;
 - (2) Record an open space or conservation easement; or
 - (3) Record a document with the County.
 - d. Upon the discovery of multiple Native American human remains during a ground disturbing land development activity, the landowner may agree that additional conferral with descendants is necessary to consider culturally appropriate treatment of multiple Native American human remains. Culturally appropriate treatment of such a discovery may be ascertained from review of the site utilizing cultural and archaeological standards. Where the parties are unable to agree on the appropriate treatment measures the human remains and buried with Native American human remains shall be reinterred with appropriate dignity, pursuant to Section 6.c., above.

D. If Human Remains are **NOT** Native American

1. The PI shall contact the Medical Examiner and notify them of the historic era context of the burial.
2. The Medical Examiner will determine the appropriate course of action with the PI and City staff (PRC 5097.98).

3. If the remains are of historic origin, they shall be appropriately removed and conveyed to the Museum of Man for analysis. The decision for interment of the human remains shall be made in consultation with MMC, EAS, the applicant department and/or Real Estate Assets Department (READ) and the Museum of Man.

Night and/or Weekend Work

- A. If night work is included in the contract
 1. When night work is included in the contract package, the extent and timing shall be presented and discussed at the precon meeting.
 2. The following procedures shall be followed.
 - a. No Discoveries

In the event that no discoveries were encountered during night and/or weekend work, The PI shall record the information on the CSVR and submit to MMC via the RE by fax by 9am the following morning, of the next business day.
 - b. Discoveries

All discoveries shall be processed and documented using the existing procedures detailed in Sections III - During Construction, and IV – Discovery of Human Remains.
 - c. Potentially Significant Discoveries

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

Post Construction

- A. Submittal of Draft Monitoring Report
 1. The PI shall submit two copies of the Draft Monitoring Report (even if negative) which describes the results, analysis, and conclusions of all phases of the Archaeological Monitoring Program (with

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

- a. For significant archaeological resources encountered during monitoring, the Archaeological Data Recovery Program or Pipeline Trenching Discovery Process shall be included in the Draft Monitoring Report.
 - b. Recording Sites with State of California Department of Parks and Recreation
The PI shall be responsible for recording (on the appropriate State of California Department of Park and Recreation forms-DPR 523 A/B) any significant or potentially significant resources encountered during the Archaeological Monitoring Program in accordance with the City's Historical Resources Guidelines, and submittal of such forms to the South Coastal Information Center with the Final Monitoring Report.
2. MMC shall return the Draft Monitoring Report to the PI via the RE for revision or, for preparation of the Final Report.
 3. The PI shall submit revised Draft Monitoring Report to MMC via the RE for approval.
 4. MMC shall provide written verification to the PI of the approved report.
 5. MMC shall notify the RE or BI, as appropriate, of receipt of all Draft Monitoring Report submittals and approvals.

B. Handling of Artifacts

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

C. Curation of artifacts: Accession Agreement and Acceptance Verification

1. The PI shall be responsible for ensuring that all artifacts associated with the survey, testing and/or data recovery for this project are permanently curated with an appropriate institution. This shall be completed in consultation with MMC and the Native American representative, as applicable.
2. The PI shall submit the Accession Agreement and catalogue record(s) to the RE or BI, as appropriate for donor signature with a copy submitted to MMC.
3. The RE or BI, as appropriate shall obtain signature on the Accession Agreement and shall return to PI with copy submitted to MMC.
4. The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE or BI and MMC.

D. Final Monitoring Report(s)

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

Method of Verification: ADD of LDR shall verify the requirements for cultural resources monitoring are noted on construction documents.

Timing of Verification: Prior to, during, and post construction.

Responsible Person: ADD of LDR

Mitigation Measure H2:

Proposed construction limits, and construction staging areas in the area of cultural resource site CA-SDI-4360 (shell midden) shall be confined to the proposed project right-of-way so as to avoid impacting any other portions of this cultural resource site. Prior to project site disturbance, a qualified archaeologist shall identify the limits of site CA-SDI-4360 in relation to approved limits of project disturbance through the use of flagging or environmental fencing so as to ensure no disturbance to this site occurs outside of the approved limits of disturbance for the proposed project. An archaeologist shall monitor site grading activities and recover any significance artifacts in the event they are uncovered during grading activity in this area.

Method of Verification: Define limits of grading and monitor during grading.

Timing of Verification: Prior to and during grading activities.

Responsible Person: Qualified archaeologist.

IMPACT: The proposed project would cover the railroad rails and bridges, which would cause the physical alteration of the existing visual components of the Coronado Belt Line (CBL), a designated local historic resource. The rails would be capped with dirt and the trestle bridges would be “covered” by steel truss bridges. The impact to the CBL, as it traverses the proposed project area, is considered significant, as the proposed project, although designed to preserve features in place, would result in the alteration of the existing rail corridor and alter the existing aesthetic conditions of the resource within the project corridor. Mitigation Measures H2, H3, and H4 would reduce the potential impact to this locally designated resource to the extent feasible; however, the impact is considered to remain significant and unmitigable. This conclusion is based on the unmitigable “temporary” alteration of the CBL features even though the linear feature would be preserved for future options.

Mitigation Measure H3:

Prior to the pre-construction meeting, a modified HAER (Historic American Engineering Report) shall be prepared for any portion of the existing elements of the CBL that would be covered or otherwise modified as part of the proposed project. This is anticipated to include the track, rails, and trestle bridges located within the proposed project corridor. Implementation of this measure shall be verified by the ADD of LDR.

Method of Verification: ADD's receipt of modified HAER.

Timing of Verification: Prior to pre-construction meeting.

Responsible Person: ADD of LDR and ESD

Mitigation Measure H4:

During construction, any CBL materials encountered that are not feasible to retain shall be recovered, and made available for future use at interpretive facilities planned as part of the proposed project, or other future interpretive facilities in the area. Implementation of this measure shall be verified by the cultural resources construction monitor (PI) during construction.

Method of Verification: Monitoring during construction.

Timing of Verification: During and post construction.

Responsible Person: Construction Monitor and MMC.

Mitigation Measure H5:

Prior to commencement of construction related activities, the Assistant Deputy Director of Land Development Review (ADD of LDR) shall assure that interpretive facilities are provided and are shown on construction documents within the project corridor that include elements of the CBL history, including, but not limited to public art, rail artifacts, relevant area history, etc. As proposed, interpretive facilities would be located at two points along the bike path segment. These facilities would provide information regarding the history of the CBL and would be constructed of materials that represent railroad features.

Method of Verification: ADD shall verify that all the interpretive facilities are included on the construction documents.

Timing of Verification: Prior to commencement of construction.

Responsible Person: ADD of LDR

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						
CHANGE ORDERS											
Change Order 1			4,890								
Items 1-4					\$11,250.00						
Item 5-Deduct Bid Item 3		LF	120	-\$53.00	(\$6,360.00)						
Change Order 2			160,480								
Items 1-3					\$95,000.00						
Item 4 Deduct Bid Item 1		LF	380	-\$340.00	(\$12,920.00)						
Item 5-Encrease bid Item 9		LF	8	\$9,800.00	\$78,400.00						
Change Order 3 (Close Out)			-121,500								
Item 1 Deduct Bid Item 3			53	-500.00	(\$26,500.00)						
Item 2 Deduct Bid Item 4		LS	-1	45,000.00	(\$45,000.00)						
Items 3-9			1	-50,500.00	(\$50,500.00)						
SUMMARY								Total This	\$ -	Total Billed	\$0.00
A. Original Contract Amount						Retention and/or Escrow Payment Schedule					
B. Approved Change Order 1 Thru 3						Total Retention Required as of this billing					
C. Total Authorized Amount (A+B)						Previous Retention Withheld in PO or in Escrow					
D. Total Billed to Date						Add'l Amt to Withhold in PO/Transfer in Escrow:					
E. Less Total Retention (5% of D)						Amt to Release to Contractor from PO/Escrow:					
F. Less Total Previous Payments											
G. Payment Due Less Retention						Contractor Signature and Date:					
H. Remaining Authorized Amount											

APPENDIX D
LOCATION MAP

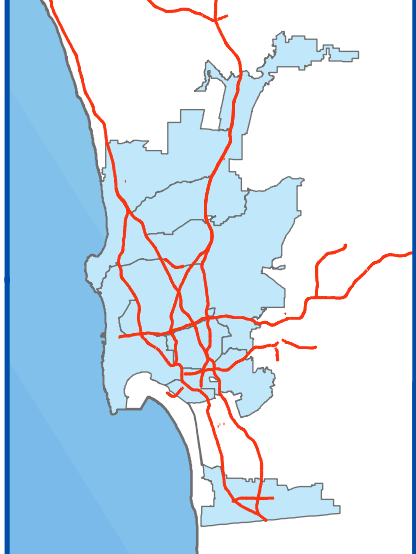


Legend

- CONTOUR 5'
- PROPOSED PARCEL
- PARCELS
- PROPOSED 2.7 MITIGATION AREA

1 inch = 250 feet

BAYSHORE BIKEWAY MITIGATION



02/04/2010

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APPENDIX E

LONG-TERM RE-VEGETATION MAINTENANCE AGREEMENT

LONG-TERM REVEGETATION MAINTENANCE CONTRACT

This Long-Term Revegetation Maintenance Contract [Contract] is made and entered into by and between the City of San Diego [City], a municipal corporation, and **Del Mar Environmental & Construction Services, Inc.** [Contractor], who may be individually or collectively referred to herein as a "Party" or the "Parties."

RECITALS

- A. Concurrent with the Contract execution, the Parties entered into an agreement [Agreement] for the construction of **Bayshore Bikeway Mitigation** [Project], WBS/IO number **S-00944**, Bid No. **L-14-5785-DBB-1**.
- B. In accordance with the Agreement, the Contractor shall enter into this contract with the City for the purpose of implementing and fulfilling long-term revegetation maintenance and monitoring requirements in accordance with the City of San Diego Municipal Code and the Contract Documents for the specified elopement(s) of **Bayshore Bikeway Coastal Sage Scrub Mitigation** [Maintenance Requirements].
- C. The Contractor is ready and willing to fulfill its maintenance requirements in accordance with the terms of this contract i.e., Maintenance Requirements.

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

INTRODUCTORY PROVISIONS

- A. **Recitals Incorporated.** The above referenced Recitals are true and correct and are incorporated into this contract by this reference.
- B. **Exhibits Incorporated.** All Exhibits and Attachments referenced in this contract are incorporated into this contract by this reference.
- C. **Contract Term.** This contract shall be effective for 60 months after completion of the Work and Plant Establishment Period (PEP), described in Section 1.1 below.
- D. **Terms and Conditions.** This contract is subject to the terms and conditions of the Agreement included in The GREENBOOK and The WHITEBOOK i.e., Part 1, Sections 212, 308, and 700 through Section 708 and The WHITEBOOK EOCP Section except as follows.

SECTION 1: SCOPE OF WORK

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

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

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

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

1.3 Commencement of Work & Maintenance Period. The Contract shall begin on the date the Contractor is notified in writing that Work and the PEP have been accepted and shall continue for [60] months.

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

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

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

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

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

SECTION 2: ADMINISTRATION

2.1 Contract Administrator. The Public Works Project Implementation is the Contract Administrator for the Contract. 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 contract and the Contractor's performance of the Work rendered hereunder. When this contract refers to communications to or with City, those communications shall be with the City, unless the City or this contract specifies otherwise. Further, when this contract requires an act or approval by City, that act or approval will be performed by the City.

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

PART 3: WORK SITE MAINTENANCE

- 3.1 Use of Chemicals.** The Contractor shall submit to City and U.S. Fish and Wildlife Services for approval sample labels and MSDS for all chemical herbicides, rodenticides and pesticides proposed for use under this contract. Materials included shall be limited to chemicals approved by the State of California Department of Agriculture. The Contractor shall submit in writing to U.S. Fish and Wildlife Services that outlines the pesticide use plan, the proposed product to be used, the proposed application rates and methods, and an MSDS sheet for all products proposed for use.

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

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

The Contractor shall submit herbicide use log on a yearly basis to be submitted by August 31 of each year. The Contractor shall submit a monthly pesticide use report to City along with Contractor's invoices for payment. This report shall include a statement of all applications of herbicides, rodenticides, and pesticides, detailing the chemical used, undiluted quantity, rate of application, applicator's name, and the date and purpose of the application. For months in which no pesticides are applied, state "No Pesticide Used" on the report.

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

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

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

SECTION 4: COMPENSATION

- 4.1 Maximum Compensation.** The compensation for this contract shall not exceed Thirty-Three Thousand One Hundred Twenty-One Dollars and 41/100 Cents (\$33,121.41) [Contract Price].
- 4.2 Wage Rates.** Refer to the Agreement for Prevailing wages requirements for this contract.
- 4.3 Method of Payment and Reports.** The payments will be made monthly as a linear percentage of the Contract Price. As conditions precedent to payment, the Contractor shall submit every month a detailed invoice and report of maintenance work performed. The Contractor's failure to submit the required reports or certified payrolls as described in the Agreement shall constitute a basis for withholding of payment by the City.
- 4.4 Final Payment.** The Contractor shall not receive the final payment until the following conditions have been completed to the City's satisfaction:

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

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

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

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

SECTION 5: BONDS AND INSURANCE

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

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

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

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

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

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

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

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

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

SECTION 6: 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 contract is subject to the following standard provisions. See The WHITEBOOK for details.

1. The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
2. The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
3. The City of San Diego Municipal Code §22.3224 as amended 11/24/08 by ordinance O-19808 for Pledge of Compliance.
4. 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. 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. The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
7. 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 contract.
- 6.4 Assignment.** The Contractor shall not assign the obligations under this contract, whether by express assignment or by sale of the company, nor any monies due or to become due, without City's prior written approval. Any assignment in violation of this Section shall constitute a Default and is grounds for immediate termination of this contract, at the sole discretion of City. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.
- 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 contract that may appear to give City any right to direct Contractor concerning the details of performing the Work, or to exercise any control over such performance, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.
- 6.6 Covenants and Conditions.** All provisions of this contract expressed as either covenants or conditions on the part of the City or the Contractor shall be deemed to be both covenants and conditions.
- 6.7 Jurisdiction, Venue.** The venue for any suit or proceeding concerning this contract, the interpretation or application of any of its terms, or any related disputes shall be in the County of San Diego, State of California.
- 6.8 Successors in Interest.** This Contract and all rights and obligations created by this contract shall be in force and effect whether or not any Parties to the Contract have been succeeded by another entity, and all rights and obligations created by this contract shall be vested and binding on any Party's successor in interest.

- 6.9 Integration.** This Contract and the exhibits, attachments, and references incorporated into this contract fully express all understandings of the Parties concerning the matters covered in this contract. No change, alteration, or modification of the terms or conditions of this contract, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both Parties or an amendment to this contract agreed to by both Parties. All prior negotiations and agreements are merged into this contract.
- 6.10 Counterparts.** This Contract may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.
- 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 contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this contract, shall constitute a waiver of any such breach or of such covenant, term or condition. No waiver of any breach shall affect or alter this contract, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.
- 6.12 Severability.** The unenforceability, invalidity, or illegality of any provision of this contract shall not render any other provision of this contract unenforceable, invalid, or illegal.
- 6.13 Drafting Ambiguities.** The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this contract, and the decision of whether to seek advice of counsel with respect to this contract is a decision which is the sole responsibility of each Party. This Contract shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Contract.
- 6.14 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.

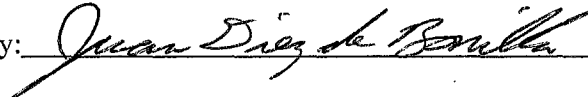
IN WITNESS WHEREOF, this Contract is executed by the City of San Diego, acting by and through its Mayor or his designee, and by Civic San Diego.

Dated this 7th day of MAY, 2014, [~~insert year~~].

THE CITY OF SAN DIEGO

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

I HEREBY CERTIFY I can legally bind [name of Contractor to be determined during DBB or RFP award process] and that I have read this entire contract, this 18th day of April, 2014, [~~insert year~~].

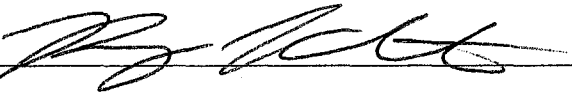
By: 

Printed Name: Juan Diez de Bonilla

Title: President

I HEREBY APPROVE the form and legality of the foregoing Contract this 8th day of May, 2014, [~~*insert year*~~].

Jan I. Goldsmith, City Attorney

By: 

Printed Name: Ryan Kohut

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 37081-1-D through 37081-7-D [Specifications], which are incorporated into this contract by this reference as though fully set forth herein.
- II. Description of Work.** The Contractor shall maintain and monitor the Revegetation Area during the Monitoring Program in accordance with this contract such that the Revegetation Area meets the success criteria specified in this Scope of Work at each of the milestones listed and on the last date of the Maintenance as set forth in the Work Schedule. The Work includes complete landscape maintenance consisting of irrigation; weed control; control of all plant diseases and pests; and trash removal, and all other maintenance listed in this contract and as required to maintain the Revegetation Area.

Once the 120-day Plant Establishment Period has been accepted as complete, maintenance visits will be conducted monthly during the remainder of the first year and quarterly thereafter during each following year throughout the maintenance period.

The work shall include, but not be limited to, watering, litter control, weed control, cultivating, repair of irrigation systems, remedial planting, erosion control and control of diseases and pests on a minimum of a monthly during the first year and on a quarterly basis throughout the project maintenance period. Maintenance activities will occur in consultation with the Project Biologist. Because the goal of the mitigation site is to establish a natural system that can support itself with little or no maintenance, the primary effort of the maintenance period is concentrated in the first few seasons of growth and maintenance during this period is the most critical.

III. Method of Performing Work.

A. General.

- The maintenance period shall be for 60 months, during the maintenance period; the contractor shall adjust and maintain the irrigation system in a fully operational condition providing complete irrigation coverage to all intended plantings.
- General Irrigation: continually maintain irrigation system in working order, adjusting system for proper soil moisture content, proper operating pressure, and proper coverage including elimination of overspray, drainage, or run-off.
- Watering Schedule Log: Maintain an irrigation controller water schedule log during construction and maintenance indicating water schedules and changes.
- Maintain all plant material during the maintenance period by watering, weeding, restoring planting saucers, tightening and repairing stakes and guy supports, and resetting to proper grades or vertical position, as required to establish healthy, viable plantings, restore or replace damaged tree stakes, ties, and guying.
- Within one week, prior to authorization to start maintenance period, submit a maintenance schedule to the Engineer listing the days when maintenance crews

will be on site. Include in the schedule a contract person and emergency phone number.

- The Contractor shall provide an updated maintenance schedule to the City throughout the maintenance period on a quarterly basis. The Contractor shall notify the City at least one week prior to performing maintenance if the schedule changes from that provided to the City.
- The maintenance period shall be extended, when in the opinion of the Engineer, dead or drying plant materials, poor or unhealthy growing conditions, or improper maintenance practices are evident within the maintenance period. The extended period shall be provided at no additional cost to the City and shall be extended until the work is completed and acceptable to the Engineer.

B. Maintenance of Irrigation System.

The contractor shall maintain and adjust the irrigation system as necessary throughout the maintenance period to provide 100% coverage of the revegetation area and maintain proper soil moisture. Any damaged irrigation component shall be replaced within 48 hours of the time the condition is found and/or at the time of notification by the owner's representative at no additional cost to the City.

All piping shall be kept free from contaminants that may potentially enter piping during and following construction. During the maintenance period, contractor shall be responsible to decontaminate the entire site irrigation system's components affected by contamination by flushing the debris out until water appears clear. Components include, but are not limited to the following: mainlines, valves, sprinkler swing joints, sprinklers and nozzles. Contractor shall replace components where attempts at cleaning them prove unsuccessful. All work to decontaminate system and put it back into satisfactory working order shall be completed within 48 hours of the time condition is found and/or at the time of notification by the owner's representative.

During the maintenance period, the contractor shall employ whatever means necessary to protect valves, conduits, lateral lines and mainlines installed. Stake out facilities; use flat, sturdy material to cover shallow buried piping as required throughout the construction period to minimize damage to the installation and for safety reasons. Employ removable barriers as required to keep access outside of construction areas.

No low head drainage shall be allowed. In any case where water distributed from the irrigation system is unacceptable or excessive, it shall be determined by the project engineer and/or biologist what shall be done to correct the condition.

Contractor shall apply water in sufficient quantities, and as often as seasonal conditions require, to keep the ground moist at all times to the depth of the root system of container plants.

Contractor shall measure soil moisture throughout the maintenance period with a tensiometer to ensure proper soil moisture for healthy plant growth. Irrigation should stop at the earliest possible date without risking significant loss of plantings. The maintenance contractor, in consultation with the Project Biologist, shall determine

the timing for the cessation of irrigation. The project will not be considered successful until a minimum of 2 years after supplemental irrigation is stopped.

C. Planting Maintenance.

During the maintenance period, the contractor shall maintain all plants in a vigorous, thriving condition by watering, weeding, cultivating, and any other necessary operations. Maintenance shall be conducted at regular intervals as necessary for the season but at no less than monthly during the first year and quarterly thereafter. Improper, inadequate, or irregular maintenance shall result in postponement of acceptance of work and may lead to extended contractor maintenance at no expense to the owner until maintenance deficiencies are rectified to the satisfaction of the owner and project biologist.

The site will not be fertilized during the maintenance period unless a specific soil deficiency is documented. Any proposed soil amendments must be approved by the City, US Fish and Wildlife Service, and the project biologist. The coastal sage scrub vegetation will not be pruned and native understory species will not be cleared in the restored and weed free buffer areas.

All access and staging of equipment and materials during the maintenance period shall be conducted within the confines of the project site. The Contractor shall not allow any vehicle to enter the site when soils are in a muddy condition without approval of the engineer. Contractor shall not drive within the planted areas after planting and seeding has been completed. Contractor vehicles must stay on the existing paved path shown on the plans.

The revegetation area shall be posted with "do not enter - habitat restoration in progress" signs indicating that entry into the area is prohibited due to sensitive revegetation efforts and habitats. The signs shall be maintained by the contractor at locations specified by the project biologist or engineer.

Perimeter fencing around the project shall be maintained throughout the maintenance period. Any gaps or tears in the fencing shall be replaced by the contractor as necessary or as directed by the owner or project biologist.

The following are the performance standards for each year of the maintenance period:

Success Criteria	Year 1	Year 2	Year 3	Year 4	Year 5
Survivorship	90%	100% ⁽¹⁾	N/A	N/A	N/A
Native Cover	20%	35%	50%	65%	80% ⁽²⁾
Weed Cover	< 10%	< 10%	< 5%	< 5%	< 5%

1) 100% survival of plants from Year 1 or 50% cover.

2) In addition, an average shrub height of three feet and natural recruitment across the transect

Remedial measures will be recommended if the site does not meet yearly performance standards. The Project Biologist will recommend remedial actions to be implemented the following winter to bring the site into conformance with the

performance standard. Remedial measures may include but not limited to substitution of plant species, installation of additional container plants, plant plugs, or reseeded, and adjustments to the irrigation system.

- D. Monitoring and Performance Standards. Monitoring will include both qualitative and quantitative surveys. The purpose of the qualitative surveys is to ensure that the proper maintenance and establishment procedures are followed. The purpose of the quantitative surveys is to measure the establishment of the site to determine its compliance with the success milestones.

1. Qualitative Standards

Monitoring of the implementation of this plan will be conducted by the project biologist, retained by the City. At a minimum, scheduled site observation visits will be required for the following stages of the landscaping work:

- a. Prior to commencement of ground work to verify existing conditions
- b. Following weed eradication and prior to seeding or planting
- c. Upon delivery of seed and plant materials on site prior to seeding and planting
- d. When plants are spotted in place for planting, but before planting holes are excavated

Upon final acceptance to commence the maintenance and warranty period, site observation visits will be conducted quarterly for a period of the first three years and then bi-annually for years four and five. All qualitative surveys shall be conducted by the project biologist, retained by the City, accompanied by the Contractor. A written memorandum will be prepared after each monitoring visit, listing problems and recommended remedial measures. These memoranda will be sent to the Contractor, City of San Diego, and the U.S. Fish and Wildlife Service for review. The memoranda will include all horticultural problems including weeding, trash removal, and illegal trespass. Photographs will be provided as needed to demonstrate issues identified during each site visit.

2. Quantitative surveys

Quantitative surveys will be conducted at 12, 24, 36, 48, and 60 months following acceptance of the installation by the project biologist. This period will be shortened if final success milestones are achieved early.

The monitoring program will include the use of fixed transects and photo points to determine total vegetative cover, collection of fixed transect data shall result in the calculation of percent cover for each species present, percent cover of target vegetation, and percent cover of non-native vegetation for each monitoring period. A total of six 25-meter transects will be established and monitored throughout the 5 year monitoring period. A point intercept method that records data every 0.5 meters will be employed. Container plants shall be counted in order to calculate percent survivorship. In addition to transect and container plant counts, a general overview of the site will be made in order to assess the overall compliance with success criteria, species richness of the site, and areas requiring special modifications

to the maintenance program. Photos will be taken at established photo points and provided with each monitoring report.

The results of each quantitative monitoring event will be provided to the Contractor, City of San Diego, and the U.S. Fish and Wildlife Service for review, comment, and general status information. Any comments on the monitoring program or site conditions shall be forwarded to the project biologist.

3. Performance Criteria

Progress milestones have been established to assist in tracking the status of the project and facilitate a successful habitat restoration project. Each milestone is accompanied by the maintenance required if the project fails to reach the ultimate goals. Milestone requirements and corrective maintenance measures are outlined below. At the end of the five years, the site should be self-sustaining (i.e., no supplemental irrigation for two consecutive years) and able to resist invasion of non-native species (i.e., no significant weeding being necessary for two consecutive years). In addition the sites should exhibit evidence of natural recruitment of native species.

Milestone	Assessment Criteria	Maintenance Action
0 Months	Baseline information; no coverage criteria; all planting densities achieved. 100% survival of all container plants	Plant densities brought up to meet requirements.
12 Months	Target vegetation cover totals at least 20%. Weed cover is <10% 90% survival of all container plants.	If cover or survival criteria fail to achieve minimum standards, plant densities will be brought up to 100% of the initial planting densities and bare areas will be re-planted and seeded, additional weed removal if necessary.
24 Months	Target vegetation cover totals at least 35%. Weed cover is <10% 100% survival of all plants achieving 12-month milestone and/or 50% cover.	If cover criteria is not met, container plants will be planted in densities sufficient to meet the outlined cover criteria. Seed will be applied to areas greater than 1,000 square feet in size, additional weed removal if necessary.
36 Months	Target vegetation cover totals at least 50% Weed cover is <5%. Survival of all other individual units dropped as criteria. Supplemental water is terminated.	If cover criteria is not met, container plants will be planted in densities sufficient to meet the outlined cover criteria additional weed removal if necessary.

48 Months	Target vegetation cover totals at least 65% of cover obtained from average of control transects. Weed cover is <5%	If cover criteria is not met, container plants will be planted in densities sufficient to meet the outlined cover criteria. Native plant substitutions will be made based on prevailing conditions and successful development of stock. Additional weed removal if necessary.
60 Months	Target vegetation cover totals at least 80% from average of control transects. Weed cover is <5% Average shrub height is 3 feet. Natural recruitment of target species notes on transects.	If parts of the revegetation failed to achieve the outlined goals, an analysis will be made by the project biologist, City, and U.S. Fish and Wildlife Services to determine reasonable alternatives, which could be exercised to satisfy mitigation requirements.

E. Weed Removal.

Contractor shall completely remove weeds from the Revegetation Area. For the purposes of this Section, "Weed" means any undesirable or misplaced plant. The Contractor shall control Weeds by manual, mechanical, or chemical methods.

To the maximum extent feasible, the contractor shall inhibit the growth of exotic weed species through appropriate manual, mechanical, and/or chemical abatement methods both within the project site and the weed-free buffer zone. Ongoing exotic weed eradication shall occur throughout the limits of work and for the duration of the contract. Manual or Mechanical weed abatement methods are preferred and shall be performed as needed throughout the maintenance period. Time major non-native plant control efforts effectively to prevent major seed-set events, otherwise, all seed heads shall be cut, removed, and bagged prior to complete removal of the species.

During the maintenance period, the contractor shall remove all non-native plant species from the revegetation area and dispose properly of all weed debris. Plant species requiring herbicide treatment shall be treated by a licensed applicator as necessary using aquatically approved herbicides. Any herbicide treatment must be applied by a Licensed Pest Control Applicator. All herbicide work must be performed in accordance with all applicable County and State agricultural regulations and all pesticide application must be performed by an applicator in possession of a current State of California Qualified Applicators Certification and accompanied by a Pesticide Recommendation issued by a California licensed Pest Control Advisor.

Intentional or unintentional application of herbicides to non-target plants is prohibited. Chemical application should be limited to days of little to no wind. If the owner determines through consultation with the project biologist that herbicides were applied to non-target plants due to neglect, the contractor shall replace all affected

plants (materials and labor). The replacement plant(s) shall be the same type, size, and quality as the affected plant(s). The cost (all materials and labor) shall be the sole responsibility of the contractor.

The contractor shall be responsible for restoring and/or mitigating as appropriate for any impacts to adjacent habitat resulting from the work.

Each plant species has its particular specification for eradication; however, the majority of weeds can be most easily removed by hand-pulling prior to reaching maturity.

1. arundo donax (giant reed)
 - (a) objective: complete eradication from the project area.
 - (b) Eradication shall continue as needed during the restoration/revegetation installation and maintenance period at monthly intervals.
 - (c) Cut to 6 (six) inches above ground with a chain saw and dispose of all vegetation off site.
 - (d) re-cut entire base of plant and paint freshly cut stems with 75% solution of rodeo and a brightly-colored dye within 2 (two) minutes of the cut.
 - (e) resprouts should be cut and sprayed per the above specifications at two-month intervals during the maintenance period.

2. tamarix sp. (tamarisk), nicotiana glauca (tree tobacco), foeniculum vulgare (sweet fennel)
 - (a) objective: complete eradication from the project area.
 - (b) Eradication shall continue as needed during the maintenance period at monthly intervals until complete eradication is achieved.
 - (c) Bag seed securely if present on plants and dispose off site.
 - (d) Cut stems to within 6 (six) inches of ground level with a chain saw or brush cutter. Remove vegetation debris and dispose off site.
 - (e) Re-cut stems to ground level and paint cut stem within 2 (two) minutes with 50% rodeo mixed with a brightly-colored dye.
 - (f) Inspect site at one-month intervals, and cut and stump-treat all resprouts per the above specifications.

3. polypogon monspeliensis (rabbitfoot beardgrass), bromus spp. (chesses), avena sp. (wild oat)
 - (a) No more than a 5% cover of all annual grasses collectively shall be allowed in the "weed free zones" during the maintenance period.
 - (b) Eradication shall continue as needed during the maintenance period.
 - (c) Treat annual grasses before they produce seed. Flowering and seed set may vary by species.
 - (d) Weed-whip or hoe to just above ground level, bag if seed is present, and dispose of vegetation debris off site.

4. salsola australis (russian thistle)
 - (a) objective: complete eradication from the project area.
 - (b) Eradication shall continue through the maintenance periods.
 - (c) Bag seed heads, if present, and dispose off site.
 - (d) Pull or dig up plant and dispose off site.

- (e) Look for seed on ground around old plant locations, collect and bag seed and dispose off site.
5. *ricinis communis* (castor bean)
 - (a) objective: complete eradication from the project area.
 - (b) Eradication shall continue as needed during the maintenance period at monthly intervals until complete eradication is achieved.
 - (c) Bag seed heads and dispose off site.
 - (d) Look for seed on ground around old plant locations, bag seed and dispose off site.
 - (e) Dig out any seedlings found during the monthly inspections using a shovel. Tamp ground firmly after removal of seedlings.
 - (f) For plants under 1 foot in height with basal diameters less than 1 inch, dig up plant and dispose off site. Tamp ground firmly if disturbed.
 - (g) For plants over 1 foot high or 1 inch in diameter at the base, cut stems to within 6 inches of ground and remove vegetation off site.
 - (h) Re-cut stems to ground level and paint stumps with 50% rodeo marked with brightly colored dye within 2 minutes of re-cutting.
 - (i) inspect stump at 1-month intervals for resprouts. Any resprouts shall be cut and treated within 2 (two) minutes of cut. Dispose of vegetation debris off site.
 6. *Conium maculatum* (poison hemlock), *atriplex semibaccata* (australian salt bush), *rumex crispus* (curly dock), *raphanus sativus* (wild radish), *picris echioides* (bristly ox-tongue)
 - (a) objective: complete eradication from the project area.
 - (b) Eradication shall continue as needed during the maintenance period, and at monthly intervals until complete eradication is achieved.
 - (c) Bag seed heads, if present, and dispose off site.
 - (d) Pull, or dig up all plants before they produce seed. tamp firmly with foot or shovel if soil is disturbed.
 7. *Bassia hyssopifolia* (five-hook bassia), *centaurea melitensis* (star thistle), *erodium* spp. (filaree), *malva parviflora* (cheeseweed), *apium graveolens* (common celery)
 - (a) objective: complete eradication from the project area.
 - (b) Eradication shall continue as needed during the maintenance period.
 - (c) Treat before plant produces seed.
 - (d) Weed-whip, hoe or pull plant, bag if seed is present and dispose of vegetation off site. Tamp firmly with foot or shovel if soil is disturbed.
 8. *Cynodon dactylon* (common bermuda-grass), *convolvulus arvensis* (bindweed), *lepidium latifolium* (white pepper grass), *carpobrotus edulis* (hotten-tot fig), *mesembranthemum crystallinum* (crystalline iceplant)
 - (a) objective: complete eradication from the project area.
 - (b) Eradication shall continue as needed during the maintenance period or at monthly intervals until complete eradication is achieved.
 - (c) If seed is present, bag seed heads and dispose of off site.
 - (d) Spray plants during periods of active growth with 2% solution of rodeo in a brightly-colored dye solution applied to the blades of the grass.

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

Contractor understands that disposal of refuse at City landfills is subject to a fee and that the Refuse Disposal Division can be contacted at (619) 573-1418 for fee information. The contractor shall remove and properly dispose of all nonorganic debris. Removal of trash and litter shall continue on a regular basis throughout the Maintenance Period, no less than quarterly.

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

- J. Erosion Control. Surface soils shall be held in place by hydro-seed mix and container plantings. No additional erosion control measures are anticipated at this time. However, "Best Management Practices: would be implemented to insure sediment does not pose a threat to the Otay River or the habitat creation program. Erosion control activities may include application of a bio-fiber matrix or straw mulch and/or installation of straw waddles/ silt fencing to prevent any loose sediment from leaving the project site. These measures should be maintained in good working condition throughout the duration of the maintenance period and repaired or replaced as needed.

V. Coordination / Meetings.

During the maintenance period, the Contractor shall notify the PM by email prior to performing maintenance activities and/or prior to any herbicide application. The Contractor shall make themselves available to meet with the City or the project biologist on an annual basis to go over the site progress and any remedial measures needed to bring the site into compliance with the performance standards.

The PM shall periodically inspect the site upon completion of the site maintenance activities by the Contractor to ensure that all work has been properly completed. The Contractor shall be responsible for implementing corrective actions as identified by the Owner or Project Biologist within 10-days from written notice.

EXHIBIT B

FIELD NOTIFICATION

[Inset a copy of the Engineer's Field Notification which establishes the commencement date of the monitoring program, see City Supplement, section 700-2.12]

EXHIBIT C

LICENSE DATA SHEET

State Contractor License Classification and Number: Class A, C-27, HAZ Cert.; 874419

Name of License Holder: (RMO) Juan Diez de Bonilla

Expiration Date: 03 / 31 / 2016

Pest Control Applicator's Name: Kyle Ince

License Number: QAL 99170

Expiration Date: 12 / 31 / 14

Pest Control Advisor's Name: _____

License Number: _____

Expiration Date: _____

City of San Diego Business License Number: B2010008228

Expiration Date: 02 / 28 / 2015

APPENDIX F

CALIFORNIA-AMERICAN WATER COMPANY COST TABLE

Schedule No. SD-1
 San Diego County District Tariff Area
GENERAL METERED SERVICE

APPLICABILITY

Applicable to all water furnished on a metered basis.

TERRITORY

Coronado, Imperial Beach, and portions of San Diego, and vicinity San Diego County.

RATES

Quantity Rates:

Residential Customers:

	Base Rate	
	Per ccf	
For the first 8 ccf	\$3.4576	(1)
For the next 9 ccf	\$3.8418	(1)
For the next 13 ccf	\$5.7626	(1)
For all water delivered over 30 ccf	\$7.1467	(1)

All Other Customers:

For all water delivered, per 100 cu. ft.....	\$3.8418	(1)
For all water delivered, per 1000 gallons.....	\$5.1361	(1)

Service Charge: General Metered

	Per Meter	
	Per Month	
For 5/8 x 3/4-inch meter.....	\$6.39	(1)
For 3/4-inch meter.....	\$9.58	
For 1-inch meter.....	\$15.97	
For 1-1/2-inch meter.....	\$31.94	
For 2-inch meter.....	\$51.11	
For 3-inch meter.....	\$95.83	
For 4-inch meter.....	\$159.71	
For 6-inch meter.....	\$319.42	
For 8-inch meter.....	\$511.07	(1)

The Service Charge is a readiness-to-serve charge which is applicable to all general metered services and to which is added the charge for water used computed at the Quantity Rates.

(Continued)

(TO BE INSERTED BY UTILITY)
 ADVICE LETTER NO. 980-A

ISSUED BY
 D. P. STEPHENSON

(TO BE INSERTED BY C.P.U.C.)
 DATE FILED DEC 21 2012

DECISION NO. D. 12-06-016

DIRECTOR - Rates & Regulatory

EFFECTIVE DATE JAN 1 2013
 RESOLUTION

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

BAYSHORE BIKEWAY MITIGATION

BID NO.:	<u>L-14-5785-DBB-1</u>
SAP NO. (WBS/IO/CC):	<u>S-00944</u>
CLIENT DEPARTMENT:	<u>2116</u>
COUNCIL DISTRICT:	<u>8</u>
PROJECT TYPE:	<u>IA</u>

BID DUE DATE:

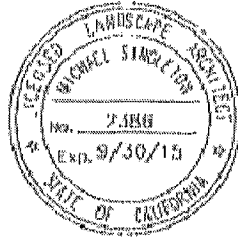
**1:30 PM
OCTOBER 15, 2013
CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTING GROUP
1010 SECOND AVENUE, SUITE 1400, MS 614C
SAN DIEGO, CA 92101**

ENGINEER OF WORK

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

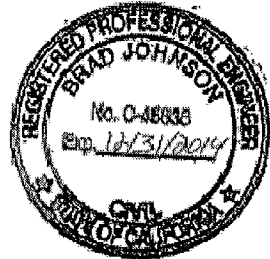

1) Registered Engineer/Architect Oct 4 2013
Date

Seal:




2) For City Engineer 10/7/13
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

Questions pertaining to Scope or Specifications

- Q1. Page 108 of Exhibit A, SCOPE OF WORK, Section III.D. Monitoring and Reporting Standards - describes qualitative and quantitative monitoring. Please confirm that all monitoring and reporting will be conducted by others and not under this contract.
- A1. City and Project Biologist will provide monitoring per Section 700-1.7.2.
- Q2. The plan calls for container plants and hydroseeding to occur throughout the entire 2.7 acre project area. Does the city expect hydroseeding to occur before or after installation of plants? If the answer is after, the plants will become substantially covered in hydroseed mix, which can inhibit growth during plant establishment. Considering the site is flat, would the City allow for hand seeding instead of hydroseeding?
- A2. Hydroseeding to occur after installation of container plants. Since the site will be irrigated it is assumed that the mix would sufficiently wash off of the plants. The project biologist does not have any experience with the hydroseed mix inhibiting growth.
- Q3. Will the City provide surveyors to stake the project limits prior to fence installation? If not, which bid item should this cost be included?
- A3. The project boundary has been staked. Due to some missing stakes, the City shall re-stake the project boundary prior to construction at no cost to the Contractor.

C. VOLUME 1

1. To the NOTICE INVITING BIDS, item 10, CONTRACT TIME, page 8, **DELETE** in its entirety and **SUBSTITUTE** with the following:
10. **CONTRACT TIME:** The Contract Time for completion of the Work shall be **45 Working Days**. The working days includes at least two grow kill cycles separated by two weeks. Grow kill cycles shall be completed following the installation of irrigation and prior to the installation of plants.
2. To the SUPPLEMENTARY SPECIAL PROVISIONS (SSP), SECTION 308 – LANDSCAPE AND IRRIGATION INSTALLATION, Sub-section 308-7, "Payment", page 45, **ADD** the following:
- Weed Eradication/Soil Scarification shall include clearing and grubbing of exotic plants within 10 feet of project site boundary in all directions. Native plants shall be protected in place.

3. To the CITY SUPPLEMENT, SECTION 700 – REVEGETATION, MAINTENANCE, AND MONITORING, Subsection 700-2, “Licensed Re-vegetation Contractor”, 700-2.1, “General”, Item 1.3, page 345, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 3. Three successfully completed native habitat re-vegetation project of similar size and complexity in Southern California that include provisions for long term maintenance and monitoring with a current contact reference. Cited projects shall detail the nature of the re-vegetation project including location, jurisdiction, agency approvals required and nature of contractual relationship (i.e. subcontractor to the contractor, hired by the agency, etc.).
4. To the SUPPLEMENTARY SPECIAL PROVISIONS (SSP), SECTION 700 – “REVEGETATION, MAINTENANCE, AND MONITORING”, Subsection 700-2.3.6, “The Weed Eradication”, Item 11, page 48, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 11. Following installation of the irrigation system but prior to planting, a minimum of 2 grow kill cycles will be implemented. Each cycle will consist of watering the site for a period that allows for maximum germination of weed seed and separated by at least two weeks. Once seedlings are present, plants will be sprayed with herbicide or removed mechanically.
5. To the SUPPLEMENTARY SPECIAL PROVISIONS (SSP), SECTION 700 – “REVEGETATION, MAINTENANCE, AND MONITORING”, Subsection 700-2.8, “Hydro Seeding”, Item 9, page 54, **ADD** the following:
 9. Fiber mulch shall be applied at a minimum rate of 2,000 pounds per acre except when used in conjunction with straw mulch, when it shall be applied at a minimum rate of 400 pounds per acre. A wetting agent consisting of 95 percent alkyl polyethylene glycol either shall be applied as per manufacturers' recommendations. Equipment used for the application of slurry shall have a built-in agitation system to suspend and homogeneously mix the slurry. The slurry mix shall be dyed green. The equipment must have a pump capable of applying slurry uniformly.
6. To APPENDIX E, “Long-Term Re-vegetation Maintenance Agreement”, Exhibit A, “Scope of Work”, Item III, Method of Performing Work, Item E, Weed Removal, pages 110-112, **ADD** the following:

The weed-free buffer zone shall be 10 feet on all sides of the project site.

Tony Heinrichs, Director
Public Works Department

Dated: *October 7, 2013*
San Diego, California

TH/BD/lad/lis

City of San Diego

CONTRACTOR'S NAME: DMEC
 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
LSchultz/BDoringo/LAD

CONTRACT DOCUMENTS



FOR

BAYSHORE BIKEWAY MITIGATION

VOLUME 2 OF 2

BID NO.: L-14-5785-DBB-1
 SAP NO. (WBS/IO/CC): S-00944
 CLIENT DEPARTMENT: 2116
 DISTRICT: 8
 PROJECT TYPE: IA

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- COMPETITION RESTRICTED TO: SLBE-ELBE or ELBE FIRMS ONLY.
- PREVAILING WAGE RATES: STATE FEDERAL
- THIS IS A SANDAG FUNDED CONTRACT

THIS BIDDING DOCUMENT TO BE SUBMITTED IN ITS ENTIRETY
 REFER TO VOLUME 1 COVER PAGE FOR TIME, DATE, AND LOCATION

TABLE OF CONTENTS

Volume 2 - Bidding Documents

The following forms must be completed in their entirety and submitted with the Bid. Include the form(s) even if the information does not apply. Where the information does not apply write in N/A. Failure to include any of the forms may cause the Bid to be deemed **non-responsive**. If you are uncertain or have any questions about any required information, contact the City no later than 14 days prior to Bid due date.

1. Bid.....	3
2. Non-Collusion Affidavit to be executed by Bidder and Submitted with Bid under 23 USC 112 and PCC 7106	6
3. Contractors Certification of Pending Actions.....	7
4. Equal Benefits Ordinance Certification of Compliance.....	8
5. Proposal (Bid).....	9
6. Form AA35 - List of Subcontractors	13
7. Form AA40 - Named Equipment/Material Supplier List	14

BIDDING DOCUMENTS

(6) Telephone No. 619-638-3679 Facsimile No. 619-420-4669

(7) Email Address juandiezdebonilla@yahoo.com

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 Class A & Haz

LICENSE NO. 874419 EXPIRES March 31, 2014

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]

E-Mail Address: juandiezdebonilla@yahoo.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 Juan Diez de Bonilla Title President

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 14 DAY OF October, 2013.

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

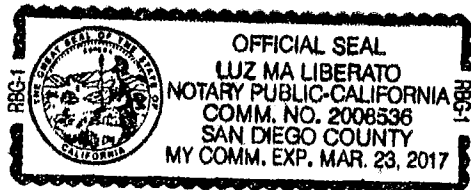
LUZ MA LIBERATO

(NOTARIAL SEAL)

State of California
County of San Diego

Subscribed and sworn to (or affirmed) before me this 14th day of Oct, 2013, by Juan Diez de Bonilla, proved to me on the basis of satisfactory evidence to be the person (s) who appeared before me.

LUZ MA LIBERATO
Signature _____ (Seal)



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

State of California)
County of San Diego) ss.

Juan Diez de Bonilla, 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: [Handwritten Signature]
Title: President

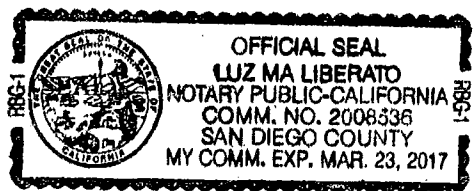
Subscribed and sworn to before me this 14 day of October, 2013

[Handwritten Signature]
Notary Public

State of California
County of San Diego

Subscribed and sworn to (or affirmed) before me this 14th day of Oct, 2013, by Juan Diez de Bonilla, proved to me on the basis of satisfactory evidence to be the person (s) who appeared before me.

[Handwritten Signature]
Signature (Seal)



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: Del Mar Environmental & Construction Services, Inc.
(ELBE Certification No. 13DM0972)

Certified By Juan Diez de Bonilla Title President
Name

Juan Diez de Bonilla Date Oct. 14, 2013
Signature

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: Del Mar Environmental & Construction Services, Inc.	Contact Name: Juan Diez de Bonilla
Company Address: <small>ELBE Cert. No. 13DM0972</small> 629 Del Mar Ave Chula Vista, CA 91910	Contact Phone: 619-638-3679
	Contact Email: Juandiezdebonilla@yahoo.com

CONTRACT INFORMATION

Contract Title: Bayshore Bikeway Mitigation	Start Date:
Contract Number (if no number, state location): Bid No. L-14-5785-DBB-1	End Date:

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the contract. To comply:

- Contractor shall offer equal benefits to employees with spouses and employees with domestic partners.
 - Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit.
 - Any benefit not offer an employee with a spouse, is not required to be offered to an employee with a domestic partner.
- Contractor shall post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods.
- Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements.
- Contractor shall submit *EBO Certification of Compliance*, signed under penalty of perjury, prior to award of contract.

NOTE: This summary is provided for convenience. Full text of the EBO and Rules Implementing the EBO are available at www.sandiego.gov/administration.

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.

- I affirm **compliance** with the EBO because my firm (*contractor must select one reason*):
- Provides equal benefits to spouses and domestic partners.
 - Provides no benefits to spouses or domestic partners.
 - Has no employees.
 - Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.
- I request the City's approval to pay affected employees a cash equivalent in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]

Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

Juan Diez de Bonilla

Juan Diez de Bonilla

10/14/13

Name/Title of Signatory

Signature

Date

FOR OFFICIAL CITY USE ONLY

Receipt Date: _____ EBO Analyst: _____ Approved Not Approved – Reason: _____

rev 02/15/2011

BIDDING DOCUMENTS

PROPOSAL (BID)

The Bidder agrees to the construction of Bayshore Bikeway Mitigation, 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 No.	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
1	1	LS	561730	2-4.1	Bonds (Payment and Performance)		\$ 8,446.04
2	1	AL		9-3.5	Field Orders - Type II		\$ 7,000
3	1	LS	561730	308-6	120 Day Maintenance and Plant Establishment		\$ 5,140.66
4	41	EA	561730	308-7	Riser Mounted Impact Head	\$ 137.29	\$ 5,628.89
5	41	EA	561730	308-7	1/2 " External Check Valves	\$ 19.33	\$ 792.53
6	5	EA	561730	308-7	Hose Bib on Riser	\$ 252.40	\$ 1,262.00
7	1	EA	561730	308-7	Solar Controller at Site	\$ 3,127.66	\$ 3,127.66
8	1	EA	561730	308-7	Solar Controller at Point of Connection	\$ 9,076.30	\$ 9,076.30
9	5	EA	561730	308-7	Gate Valve - 1-1/2"	\$ 1,439.18	\$ 7,195.90
10	4	EA	561730	308-7	Irrigation Control Valve	\$ 1,248.72	\$ 4,994.88
11	4	EA	561730	308-7	Micropower Actuators	\$ 172.30	\$ 689.20
12	4	EA	561730	308-7	Christy ID Tags	\$ 39.20	\$ 156.80
13	1	EA	561730	308-7	Pressure Regulator - 2"	\$ 815.58	\$ 815.58
14	1	EA	561730	308-7	Flow Sensor - 2"	\$ 746.09	\$ 746.09
15	1	EA	561730	308-7	Master Valve - 2"	\$ 630.85	\$ 630.85
16	1	EA	561730	308-7	Reduced Pressure Backflow - 3"	\$ 2,389.92	\$ 2,389.92
17	1	EA	561730	308-7	Metal Backflow Enclosure with Concrete Slab	\$ 1,451.02	\$ 1,451.02
18	1	EA	561730	308-7	2" Per SDRSD WS-02	\$ 1,525.76	\$ 1,525.76
19	5	EA	561730	308-7	Valve Boxes 10" x 13" Rectangular Jumbo w/ SS bolt	\$ 164.32	\$ 821.60
20	317	LF	561730	308-7	Non-Pressure Lateral Line - 1"	\$ 3.11	\$ 985.87

BIDDING DOCUMENTS

Item No.	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
21	540	LF	561730	308-7	Non-Pressure Lateral Line - 1 1/4"	\$ 2.97	\$ 1,603.80
22	731	LF	561730	308-7	Non-Pressure Lateral Line - 1 1/2"	\$ 2.82	\$ 2,061.42
23	701	LF	561730	308-7	Non-Pressure Lateral Line - 2"	\$ 3.11	\$ 2,180.11
24	480	LF	561730	308-7	Non-Pressure Lateral Line - 2 1/2"	\$ 3.88	\$ 1,862.40
25	148	LF	561730	308-7	Non-Pressure Lateral Line - 3"	\$ 7.61	\$ 1,126.28
26	194	EA	561730	308-7	Stabilizer Bars	\$ 8.11	\$ 1,573.34
27	280	LF	561730	308-7	Pressure Supply Line - Class 315BE -3"	\$ 48.78	\$ 13,658.40
28	6	LF	561730	308-7	PVC Sleeving - Sch40 - 6"	\$ 160.87	\$ 965.22
29	65	LF	561730	308-7	PVC SCH 40 - 1"	\$ 5.27	\$ 342.55
30	65	LF	561730	308-7	14 Gage Direct Burial Wire	\$ 4.49	\$ 291.85
31	1650	LF	561730	308-7	Perimeter Silt Fence	\$ 5.52	\$ 9,108.00
32	117949	SF	561730	308-7	Weed Eradication/Soil Scarification	\$ 0.22	\$ 25,948.78
33	117949	SF	561730	308-7	Hydroseed	\$ 0.08	\$ 9,435.92
34	2040	EA	561730	308-7	Shrubs - 1 gal	\$ 16.72	\$ 34,108.80
35	420	EA	561730	308-7	Coast Cholla Cuttings - Install Only	\$ 18.64	\$ 7,828.80
36	1	LS	237990	700-2.15	Construction Fencing and Access Route		\$ 7,466.32
37	1	LS	541330	700-2.15	Re-vegetation Maintenance and Monitoring Program (See Appendix E. Maintenance & Water for Years 1-3 and Maintenance for Years 4-5)		\$ 33,121.41
38	1	LS	541330	701-13.9.5	SWPPP Development		\$ 2,352.00
39	1	LS	237990	701-13.9.5	SWPPP Implementation		\$ 1684.13
ESTIMATED TOTAL BASE BID							\$ 219,597.08

BIDDING DOCUMENTS

TOTAL BID PRICE FOR BID (Items 1 through 39 inclusive) amount written in words:

The Bid shall contain an acknowledgment of receipt of all addenda, the numbers of which shall be filled in on 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: _____ Addenda A

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

Juan Diez de Bonilla, PE

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: _____ Del Mar Environmental & Construction Services, Inc.; (ELBE Certification No. 13DM0972)

Title: _____ President

Business Address: _____ 629 Del Mar Ave .

Place of Business: _____ Chula Vista, CA 91910

Place of Residence: _____ 629 Del Mar Ave., Chula Vista, CA 91910

Signature: _____ Juan Diez de Bonilla

BIDDING DOCUMENTS

NOTES:

- A. The City shall determine the low Bid based on the Base Bid alone.
- B. Prices and notations shall be in ink or typewritten. All corrections (which have been initiated by the Bidder using erasures, strike out, line out, or "white-out") shall be typed or written in with ink adjacent thereto, and shall be initialed in ink by the person signing the bid proposal.
- C. Failure to initial all corrections made in the bidding documents shall cause the Bid to be rejected as **non-responsive** and ineligible for further consideration.
- D. Blank spaces must be filled in, using figures. Bidder's failure to submit a price for any Bid item that requires the Bidder to submit a price shall render the Bid **non-responsive** and shall be cause for its rejection.
- E. Unit prices shall be entered for all unit price items. Unit prices shall not exceed two (2) decimal places. If the Unit prices entered exceed two (2) decimal places, the City will only use the first two digits after the decimal points without rounding up or down.
- F. All extensions of the unit prices bid will be subject to verification by the City. In the case of inconsistency or conflict between the product of the Quantity x Unit Price and the Extension, the product shall govern.
- G. In the case of inconsistency or conflict, between the sums of the Extensions with the estimated total Bid, the sum of the Extensions shall govern.
- H. Bids shall not contain any recapitulation of the Work. Conditional Bids will be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.

BIDDING DOCUMENTS

LIST OF SUBCONTRACTORS

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Bidder shall list below the name and address of each Subcontractor who will perform work, labor, render services or specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also list below the portion of the work which will be done by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement shall result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>Hydroplant Hydroseeding, Inc.</u> Address: <u>356 S. Pacifici St.</u> City: <u>San Marcos</u> State: <u>CA</u> Zip: <u>92078-3829</u> Phone: <u>760-744-7360</u>	Constructor	Hydroseeding	\$6,723.09			
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						

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.

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BIDDING DOCUMENTS

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

The Bidder seeking the recognition of equipment, materials, or supplies obtained from Suppliers towards achieving any mandatory, voluntary, or both subcontracting participation percentages shall list the Supplier(s) on the Named Equipment/Material Supplier List. The Named Equipment/Material Supplier List, at a minimum, shall have the name, locations (City) and the **DOLLAR VALUE** of the Suppliers. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for such materials and supplies unless vendor manufactures or substantially alters materials and supplies in which case 100% will be credited. The Bidder is to indicate (Yes/No) whether listed firm is a supplier or manufacturer. In calculating the subcontractor participation percentages, vendors/suppliers will receive 60% credit of the listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage, Suppliers will receive 60% credit of the listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed **DOLLAR VALUE** for purposes of calculating the subcontractor participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED
Name: <u>Hydo-Scape</u> Address: <u>375 Trousdale Dr.</u> City: <u>Chula Vista</u> State: <u>CA</u> Zip: <u>91910</u> Phone: <u>(619) 691-9700</u>	Supplies	\$11,787	Yes	No	N/A	N/A
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						

① As appropriate, Bidder shall identify Vendor/Supplier as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

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

② As appropriate, Bidder shall indicate if Vendor/Supplier is certified by:

- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | 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.

**Experience and Past
Project Documentation
for
Bayshore Bikeway Mitigation
BID NUMBER: L-14-5785-DBB-1**

**Del Mar Environmental &
Construction Services, Inc.**



Prepared For:



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INTRODUCTION

Del Mar Environmental & Construction Services (DMEC), Inc. (*ELBE Certification No. 13DM0972*) provides a capital improvement business line that includes civil, geotechnical, and general engineering construction services as well as complete demolition services. DMEC also offers a complete and comprehensive environmental consulting, Storm Water Pollution Prevention, environmental engineering, and site assessment & remediation services through its environmental business line. Both business lines are designed to co-exist and complement each other in order to complete our mission of minimizing project costs while still providing exemplary service to the client. All team members of DMEC are cross trained and have experience in both the capital improvements and environmental business lines to reduce bottom line costs to the client. All employees are 40-hour OSHA HAZWOPER certified and current with their 8-hour refresher course in accordance with OSHA 1910.120 and State of California Regulation 5192 Title 8.

We offer innovative and economical services and solutions, meeting or exceeding client expectations. We sincerely feel that the staff at DMEC can find a solution for any environmental or capital improvement issue. Our goal at DMEC is to solve problems efficiently, economically, and to assure, above all else, client satisfaction.

DMEC has formed a highly skilled professional team that works well together in both the field and office environments. DMEC can provide clients with capital improvement and environmental engineering services for many phases of construction and environmental projects, from concept planning through to completion.

DMEC knows that our staff will provide the best value to the government with our in house technical and field capabilities necessary for successful completion of this project. The relative risk of poor or non-performance posed by DMEC to the government is essentially nonexistent. All projects shown were conducted as a sub-contractor. DMEC welcomes the opportunity to assist the City of San Diego in the successful completion of this project as their prime and to fulfill the requirements of the ELBE program.

1. EXPERIENCE AND PAST PROJECT DOCUMENTATION

The following discusses Del Mar Environmental & Construction Services, Inc. (DMEC) past performance on similar projects. It identifies projects DMEC has successfully completed which we consider offers evidence that proves our firm has the experience and capabilities required to complete the "Bayshore Bikeway Mitigation" project. We are confident that our past performance on similar projects will demonstrate that we have left a trail of highly satisfied customers that will attest to our capabilities and level of cooperation. Our in house experts include Civil Engineers, Geotechnical Engineers, Environmental Engineers, Mitigation Specialists, Qualified Stormwater Pollution Prevention Developers (QSD) certified by the Regional Water Quality Control Board. DMEC has over 20 years of experience in complying with a wide variety of Federal, State and Local laws and regulations.

DMEC prides itself on having a high level of Character and Integrity, to this end, DMEC has never been investigated of alleged or actual violations of labor or immigration laws.

**Box Canyon Re-Vegetation,
MCB Camp Pendleton, CA**



Contract Administrator: Bob Breglio
E-mail: bob@trevetinc.com
Services Provided: Interface w/ Base Biologist, WP, SWPP Plan & Implementation, Clearing & Grubbing, Grading, Coastal Sage Scrub (CSS) Installation, Weed maintenance.
Contract Value at Award: \$180,000
Contract Value at Completion: \$180,000
Award Date: 02/13 **Completion Date:** On Going
Specific Performance Issues: The mitigation site is surrounded by a Photovoltaic Cell farm making watering the CSS for the survival of the Gnat Catcher a challenge.
Mitigation Actions: Ongoing CSS watering is executed through the use of a water truck fed by a water tower in order to not damage the existing Photovoltaic Cells.

**Culvert and Access Road Installation/ 2:1 CSS
Mitigation, MCB Camp Pendleton, CA**



Contract Administrator: Bob Breglio
E-mail: bob@trevetinc.com
Services Provided: Provide Design Plans, WP, S&H Plan, Clearing & Grubbing, Grading, Road & Culvert Installation, SWPP & BMP Implementation, & Mitigation.
Contract Value at Award: \$78,000.00
Contract Value at Completion: \$78,000.00
Award Date: 12/12 **Completion Date:** On Going
Specific Performance Issues: The site was located in a sensitive habitat which supported the Gnat Catcher.
Mitigation Actions: DMEC's personnel mitigated the disturbed are by planting and maintaining Coastal Sage Scrub (CSS) at a 2:1 ratio until plant establishment.

**Implementation of Soil Erosion Control (Site 94)
& Mitigation, MCAS Miramar, CA**



Contract Administrator: Marlyn Vasquez
E-mail: Marlyn.vasquez@navy.mil.
Services Provided: Plans & Permitting, Clearing & Grubbing, Culvert Installation, Re-vegetation and Maintenance of Coastal Sage Scrub and local Sage cuttings
Contract Value at Award: \$149,135.00
Contract Value at Completion: \$149,135.00
Award Date: 09/09 **Completion Date:** 12/11
Specific Performance Issues: The site was located in a high security area. A more stringent background check was required for access requirements.
Mitigation Actions: DMEC's PM successfully obtained specialized clearance badges for all team members.

Experience and Past Projects

34th Street Storm Drain Repair



Implementation of Soil Erosion Control (Site 89) MCAS Miramar, CA



Contract Administrator:

Marlyn Vasquez

E-mail: Marlyn.vasquez@navy.mil.

Services Provided: Grading, Construction Installation of head wall, Installation of Rip-Rap, Installation of hay waddles, jute netting, silt screen, Installation of concrete brow ditch, Mitigation of Native Vegetation Restoration.

Contract Value at Award: \$218,816.00

Contract Value at Completion: \$218,816.00

Award Date: 11/09 **Completion Date:** 03/10

Specific Performance Issues: A perched aquifer on the slope caused a steady erosion problem.

Mitigation Actions: DMEC personnel developed and an immediate drainage solution leaving the slope stable and dry at no additional cost to the Government.

Maintenance/Lead Removal of Small Arms Range Naval Base Coronado, CA



Contract Administrator:

Brian Javier

E-mail: Brian.javier@navy.mil.

Services Provided: Plans & Permitting, Lead Bullet Fragment Removal from Soil, Waste Management, Demolition of Bullet Deflector, Grading, Erosion Control

Contract Value at Award: \$187,250.00

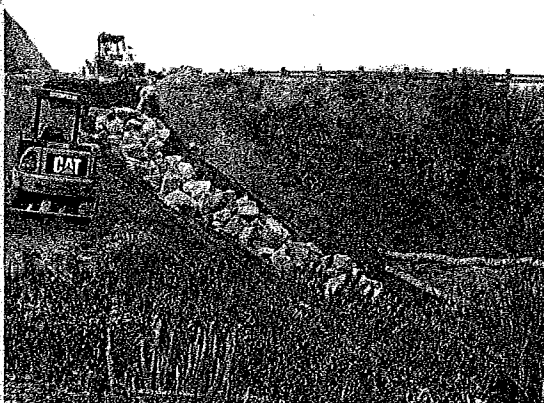
Contract Value at Completion: \$187,250.00

Award Date: 07/12 **Completion Date:** 08/12

Specific Performance Issues: Confusion as to what permits were necessary to conduct the field work were unclear to the stakeholders

Mitigation Actions: DMEC's PM successfully negotiated permitting/ compliance issues with the APCD setting precedence for similar projects/ saving the Government \$

Implementation of Soil Erosion Control (Site 94) MCAS Miramar, CA



Contract Administrator:

Marlyn Vasquez

E-mail: Marlyn.vasquez@navy.mil.

Services Provided: Grading, Construction of 200 LF retaining wall, Installation of Rip-Rap, Installation of hay waddles, jute netting, silt screen, and minor concrete repair, Mitigation of Native Vegetation Restoration.

Contract Value at Award: \$122,053

Contract Value at Completion: \$122,053

Award Date: 08/07 **Completion Date:** 01/08

Specific Performance Issues: Rains caused 140 LF of 2 Ft Dia. culvert pipe to clog w/ eroded soil from a steep slope located adjacent to the culvert inlet.

Mitigation Actions: DMEC personnel unclogged the pipe of all soil/ debris and installed rip-rap thus correcting the problem.