

City of San Diego

CONTRACTOR'S NAME: Dudek

ADDRESS: 605 Third Street, Encinitas, CA 92024

TELEPHONE NO.: 760-691-3935

FAX NO.: _____

CITY CONTACT: Brittany Friedenreich, Senior Contract Specialist, Email: BFriedenreich@sanidiego.gov

Phone No. (619) 533-3104

J. Patton / A. Jaro / K.E. Ranshaw

BIDDING DOCUMENTS



FOR

EL CUERVO DEL SUR PHASE II WETLAND MITIGATION



BID NO.: K-25-2292-DBB-3

SAP NO. (WBS/IO/CC): 21005027

CLIENT DEPARTMENT: 2114

COUNCIL DISTRICT: 6

PROJECT TYPE: GG

THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:

- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM
- BID DISCOUNT PROGRAM (see Attachment C, Equal Opportunity Contracting Program, Section B - SLBE-ELBE Subcontracting Requirements)
- PREVAILING WAGE RATES: STATE ☒ FEDERAL ☐
- APPRENTICESHIP
- TIER TWO PREQUALIFICATION

BID DUE DATE:

2:00 PM


FEBRUARY 19, 2025

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

ENGINEER OF WORK

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


1) Registered Engineer
(Carson Edgington)

01/02/2025

Date

Seal:




2) For City Engineer

1/2/2025

Date

Seal:



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REQUIRED DOCUMENTS SCHEDULE DURING BIDDING AND AWARDING

The Bidder's attention is directed to the City's Municipal Code §22.0807(d)(2) for important information regarding grounds for debarment for failure to submit required documentation.

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	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
1.	Bid Bond (PDF via PlanetBids)	At Time of Bid	ALL BIDDERS
2.	Contractors Certification of Pending Actions	At Time of Bid	ALL BIDDERS
3.	Mandatory Disclosure of Business Interests	At Time of Bid	ALL BIDDERS
4.	Debarment and Suspension Certification for Prime Contractors	At Time of Bid	ALL BIDDERS
5.	Debarment and Suspension Certification for Subcontractors, Suppliers & Mfgs	At Time of Bid	ALL BIDDERS
6.	Bid Bond (Original)	By 5PM 1 working day after bid opening	ALL BIDDERS
7.	SLBE Good Faith Effort Documentation	By 5PM 3 working days after bid opening	ALL BIDDERS
8.	Form AA60 – List of Work Made Available	By 5PM 3 working days after bid opening with Good Faith Effort (GFE) documentation	ALL BIDDERS
9.	Tier Two Prequalification Contractor Project Reference Form	Due 14 calendar days prior to bid opening	ALL BIDDERS
10.	If the Contractor is a Joint Venture: <ul style="list-style-type: none"> Joint Venture Agreement Joint Venture License 	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER
11.	Payment & Performance Bond; Certificates of Insurance & Endorsements; and Signed Contract Agreement Page	Within 10 working days of receipt by bidder of contract forms and NOI	AWARDED BIDDER

ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
11.	In-Use Off-Road Diesel Fueled Fleet Regulation (OFF-ROAD REGULATION) Compliance	Within 10 working days of receipt by bidder of contract forms and NOI	AWARDED BIDDER
12.	Listing of "Other Than First Tier" Subcontractors	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER

NOTICE INVITING BIDS

1. **Two Tier Prequalification:** This project requires a Two Tier Prequalification process demonstrating experience on similar projects. Please refer to the Tier Two Prequalification submittal requirements and materials ("CONTRACTOR EXPERIENCE REFERENCE FORM") in section 12. The Tier Two Prequalification submittal documents are due no later than 2 weeks prior to bid opening.

Bidders are encouraged to submit the required Tier Two Prequalification submittal documents as soon as possible so that they may be notified of their Tier Two Prequalification status. Tier Two Prequalification documents shall be submitted electronically to Contract Specialist, Brittany Friedenreich at BFriedenreich@sandiego.gov.

Bidders can only qualify for Tier Two Prequalification if they are currently prequalified under the City's Prequalification Program. In the event you are not currently prequalified through the Prequalification Program, you shall submit your prequalification application via PlanetBids no later than 4 weeks prior to bid opening.

Bidders who have not been prequalified at both Tiers will be deemed nonresponsive and ineligible for award. Complete information and the prequalification questionnaire are available on the City's web site at <http://www.sandiego.gov/cip/bidopps/prequalification>.

2. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for **EL CUERVO DEL SUR PHASE II WETLAND MITIGATION**. For additional information refer to Attachment A.
3. **FULL AND OPEN COMPETITION:** This solicitation is subject to full and open competition and may be bid by Contractors on the City's approved Prequalified Contractors List. For information regarding the Contractors Prequalified list visit the City's web site: <http://www.sandiego.gov>.
4. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$1,270,000.00**.
5. **BID DUE DATE AND TIME ARE: FEBRUARY 19, 2025 at 2:00 PM.**
6. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
7. **LICENSE REQUIREMENT:** To be eligible for award of this contract, Prime contractor must possess the following licensing classification: **A**
 - 7.1. **ADDITIONAL LICENSE REQUIREMENTS:** A **C-27** license is required for the Restoration Contractor.
8. **SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract.

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

- | | |
|----------------------------------|--------------|
| 1. SLBE participation | 8.1% |
| 2. ELBE participation | 7.2% |
| 3. Total mandatory participation | 15.3% |

8.2. The current list of Certified SLBE/ELBE Firms to be used for outreach for this project is posted to the Documents tab on Planetbids.

8.3. The Bid may be declared non-responsive if the Bidder fails to meet the following requirements:

8.3.1. Include SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; OR

8.3.2. Submit Good Faith Effort (GFE) documentation, saved in searchable Portable Document Format (PDF), demonstrating the Bidder made a good faith effort to conduct outreach to and include SLBE-ELBE Subcontractors as required in this solicitation by 5PM 3 Working Days after the Bid opening if the overall mandatory participation percentage is not met.

All submittals in searchable PDF shall be submitted electronically within the prescribed time identified in the contract documents via PlanetBids by invitation to the point of contact named in the bid provided by the Contract Specialist to all bidders.

9. NON-MANDATORY PRE-BID MEETING AND SITE VISIT:

9.1. ONLINE PRE-BID MEETING:

Prospective Bidders are **Encouraged** to attend the Pre-Bid Meeting.

The Pre-Bid Meeting will be held on **Wednesday, January 22, 2025**, at **10:00 AM** (PDT) at:

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 266 967 029 180

Passcode: kS2rh2cU

Dial in by phone

[+1 945-468-5511,,976934840#](#) United States, Los Angeles

[Find a local number](#)

Phone Conference ID: # 976 934 840

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

Please Note: You will need to join the meeting with a computer, tablet or smartphone with the **Microsoft Teams** in order to sign in via the Chat feature as attendance at the meeting will be evidenced by the Chat sign-in. The Chat feature will also be used for attendees to ask any questions.

The purpose of the meeting is to discuss the scope of the Project, submittal requirements, and any Equal Opportunity Contracting Program requirements and reporting procedures.

- 9.2 PRE-BID SITE VISIT:** All those wishing to submit a bid **Encouraged** to visit the Work Site with the Engineer. The purpose of the Site visit is to acquaint Bidders with the Site conditions. To request a sign language or oral interpreter for this visit, call the Purchasing & Contracting Department, Public Works Division at (619) 533-3450 at least 5 Working Days prior to the meeting to ensure availability. The Pre-Bid Site Visit is scheduled as follows:

Time: 11:30AM

Date: Wednesday, January 22, 2025

**Location: Los Penasquitos Canyon Preserve Parking Lot
4280 Sorrento Valley Blvd, San Diego, CA 92121
(32.9067984198752, -117.20723938834172)**

10. AWARD PROCESS:

- 10.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions of Award as stated within these documents and within the Notice of Intent to Award.
- 10.2.** Upon acceptance of bids and determination of the apparent low bidder, the City will prepare the contract documents for execution within approximately 21 days of the date of the bid opening. The City will then award the contract upon receipt of properly signed Contract, bonds, and insurance documents.
- 10.3.** This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form by the City Attorney's Office.
- 10.4.** The low Bid will be determined by the Base Bid.
- 10.5.** Once the low Bid has been determined, the City may, at its sole discretion, award the contract for the Base Bid alone.

11. SUBMISSION OF QUESTIONS:

- 11.1.** The Director (or Designee) of the Purchasing & Contracting 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. Any questions related to this solicitation shall be submitted to:

Brittany Friedenreich, Senior Contract Specialist at BFriedenreich@sandiego.gov

- 11.2. Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- 11.3. Questions or clarifications deemed by the City to be material shall be answered via issuance of an addendum and posted to the City's online bidding service.
- 11.4. Only questions answered by formal written addenda shall be binding. Oral and other interpretations or clarifications shall be without legal effect. It is the Bidder's responsibility to be informed of any addenda that have been issued and to include all such information in its Bid.

12. TIER TWO PREQUALIFICATION - CONTRACTOR EXPERIENCE:

To be considered a qualified and responsible Bidder, the CONTRACTOR must submit three (3) completed CONTRACTOR PROJECT REFERENCE FORMS below, which shall provide documentation establishing that they and/or their subcontractors have satisfied the experience requirements to perform the work. See CONTRACTOR PROJECT REFERENCE FORM on page 11.

Submission of the three (3) reference forms does not constitute qualification. Qualification may be denied for any reason the City of San Diego deems necessary for the successful completion of the project.

- 12.1. The CONTRACTOR shall have completed at least three (3) wetland and riparian native habitat restoration installation or maintenance projects in southern California that are similar in scope and complexity to the description of work noted above within the last five (5) years. The project(s) must demonstrate having experience in all (5) five types of work as noted in 12.2.1 – 12.2.5, but the experience does not have to be all in one project.

Qualifying projects/experiences could be with prime contractors and/or subcontractors. If subcontractors' past projects/experiences are to be submitted for consideration, they do not need to be work performed with the bidding prime contractor. However, the subcontractor that has the qualifying projects/experience shall be on the bidding prime contractor's team and shall be the subcontractor performing such work on this project.

- 12.2. The CONTRACTOR shall have performed all of the following types of work:
 - 12.2.1. Installation of a native wetland creation/establishment/re-establishment site that met the 120-calendar-day Project Success Criteria, setting the site up for the establishment of adequate wetland hydrology and hydric soils, where none previously existed, during the subsequent 5-year maintenance and monitoring phase;
 - 12.2.2. Restoration of native habitat interspersed with both native and non-native plant species by field crews knowledgeable in southern California plant identification;
 - 12.2.3. Utilization of best practices in pest and weed management per California Invasive Plant Council (Cal-IPC);
 - 12.2.4. Restoration of native habitat in a variable environment where adjacent waterway(s) are subject to seasonal fluctuations in flow; and

- 12.2.5.** Restoration of native habitat, as directed by a qualified biological monitor, in compliance with environmental regulatory requirements for the protection of aquatic resources, including sensitive and listed plant and animal species.
- 12.3.** The CONTRACTOR shall provide a completed CONTRACTOR PROJECT REFERENCE FORM for each project that satisfies **12.1.** and **12.2.**
- 12.4.** Failure to demonstrate the required qualifications shall deem the bid non-responsive and ineligible for further consideration.
- 12.5.** The CONTRACTOR PROJECT REFERENCE FORM located in this section must be completed and submitted to the Contract Specialist by email no later than two (2) weeks prior to bid opening. Failure to submit the completed form shall disqualify the bid as non-responsive.

CONTRACTOR PROJECT REFERENCE FORM

El Cuervo del Sur Phase II Wetland Mitigation Project

Copy this sheet as necessary.

Firm Name _____

Address _____

Contact Name/Telephone _____

California License # _____

SIMILAR CONSTRUCTION PROJECT(S) COMPLETED

Names and references shall be correct and verifiable.

References will be contacted and interviewed.

Similar project(s) completed within the last five (5) years. Project(s) must demonstrate having experience in all five (5) types of work as noted in the **Notice Inviting Bids, section 12.2.** under **Contractor Experience**, but the experience does not have to be all in one project.

Please explain in **detail** how the Project presents qualifying experiences for the types of work in **sections 12.1. & 12.2.** under **Contractor Experience**. Please provide supporting exhibits to demonstrate scope of work performed.

Project Name: _____

Location: _____

Client Resident Engineer: _____ Phone: _____ Email: _____

Client Project Manager: _____ Phone: _____ Email: _____

Project Biologist: _____ Phone: _____ Email: _____

Description of Project, Scope of Work Performed (please include photos and exhibits):

Contractor/ Subcontractor who Performed the work: _____

Total Value of Project (including change orders): _____

Total Contract Working Days: _____

INSTRUCTIONS TO BIDDERS

1. PREQUALIFICATION OF CONTRACTORS:

- 1.1. Contractors submitting a Bid must be pre-qualified for the total amount proposed, including 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 may be deemed **non-responsive** and ineligible for award.
- 1.2. The completed application must be submitted online no later than 4 weeks prior to the bid opening.
- 1.3. **Joint Venture Bidders Cumulative Maximum Bidding Capacity:** For projects with an engineer's estimate of \$30,000,000 or greater, Joint Ventures submitting bids may be deemed responsive and eligible for award if the cumulative maximum bidding capacity of the individual Joint Venture entities is equal to or greater than the total amount proposed.
 - 1.3.1. Each of the entities of the Joint Venture must have been previously prequalified at a minimum of \$15,000,000.
 - 1.3.2. Bids submitted with a total amount proposed of less than \$30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification. To be eligible for award in this scenario, the Joint Venture itself or at least one of the Joint Venture entities must have been prequalified for the total amount proposed.
 - 1.3.3. Bids submitted by Joint Ventures with a total amount proposed of \$30,000,000 or greater on a project with an engineer's estimate of less than \$30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification.
 - 1.3.4. The Joint Venture designated as the Apparent Low Bidder shall provide evidence of its corporate existence and furnish good and approved bonds in the name of the Joint Venture within 14 Calendar Days of receipt by the Bidder of a form of contract for execution.
- 1.4. Complete information and links to the on-line prequalification application are available at:
<http://www.sandiego.gov/cip/bidopps/prequalification>
- 1.5. Due to the City's responsibility to protect the confidentiality of the contractors' information, City staff will not be able to provide information regarding contractors' prequalification status over the telephone. Contractors may access real-time information about their prequalification status via their vendor profile on [PlanetBids.™](#)

2. ELECTRONIC FORMAT RECEIPT AND OPENING OF BIDS: Bids will be received in electronic format (eBids) EXCLUSIVELY at the City of San Diego's electronic bidding (eBidding) site, at: <http://www.sandiego.gov/cip/bidopps/> and are due by the date, and time shown on the cover of this solicitation.

- 2.1. **BIDDERS MUST BE PRE-REGISTERED** with the City's bidding system and possess a system-assigned Digital ID in order to submit and electronic bid.

- 2.2. The City's bidding system will automatically track information submitted to the site including IP addresses, browsers being used and the URLs from which information was submitted. In addition, the City's bidding system will keep a history of every login instance including the time of login, and other information about the user's computer configuration such as the operating system, browser type, version, and more. Because of these security features, Contractors who disable their browsers' cookies will not be able to log in and use the City's bidding system.
- 2.3. The City's electronic bidding system is responsible for bid tabulations. Upon the bidder's or proposer's entry of their bid, the system will ensure that all required fields are entered. **The system will not accept a bid for which any required information is missing.** This includes all necessary pricing, subcontractor listing(s) and any other essential documentation and supporting materials and forms requested or contained in these solicitation documents.
- 2.4. **BIDS REMAIN SEALED UNTIL BID DEADLINE.** eBids are transmitted into the City's bidding system via hypertext transfer protocol secure (https) mechanism using SSL 128-256 bit security certificates issued from Verisign/Thawte which encrypts data being transferred from client to server. Bids submitted prior to the "Bid Due Date and Time" are not available for review by anyone other than the submitter who has until the "Bid Due Date and Time" to change, rescind, or retrieve its proposal should it desire to do so.
- 2.5. **BIDS MUST BE SUBMITTED BY BID DUE DATE AND TIME.** Once the bid deadline is reached, no further submissions are accepted into the system. Once the Bid Due Date and Time has lapsed, bidders, proposers, the general public, and City staff are able to immediately see the results on line. City staff may then begin reviewing the submissions for responsiveness, EOCP compliance and other issues. The City may require any Bidder to furnish statement of experience, financial responsibility, technical ability, equipment, and references.
- 2.6. **RECAPITULATION OF THE WORK.** Bids shall not contain any recapitulation of the Work. Conditional Bids may be rejected as being non-responsive. Alternative proposals will not be considered unless called for.
- 2.7. **BIDS MAY BE WITHDRAWN** by the Bidder only up to the bid due date and time.
- 2.7.1. Important Note: Submission of the electronic bid into the system may not be instantaneous. Due to the speed and capabilities of the user's internet service provider (ISP), bandwidth, computer hardware and other variables, it may take time for the bidder's submission to upload and be received by the City's eBidding system. It is the bidder's sole responsibility to ensure their bids are received on time by the City's eBidding system. The City of San Diego is not responsible for bids that do not arrive by the required date and time.
- 2.8. **ACCESSIBILITY AND AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE:** To request a copy of this solicitation in an alternative format, contact the Purchasing & Contracting Department, Public Works Division Contract Specialist listed on the cover of this solicitation at least five (5) working days prior to the Bid/Proposal due date to ensure availability.

3. ELECTRONIC BID SUBMISSIONS CARRY FULL FORCE AND EFFECT:

- 3.1.** The bidder, by submitting its electronic bid, acknowledges that doing so carries the same force and full legal effect as a paper submission with a longhand (wet) signature.
- 3.2.** By submitting an electronic bid, the bidder certifies that the bidder has thoroughly examined and understands the entire Contract Documents (which consist of the plans and specifications, drawings, forms, affidavits and the solicitation documents), and that by submitting the eBid as its bid proposal, the bidder acknowledges, agrees to and is bound by the entire Contract Documents, including any addenda issued thereto, and incorporated by reference in the Contract Documents.
- 3.3.** The Bidder, by submitting its electronic bid, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certification, forms and affidavits submitted as part of this bid are true and correct.
- 3.4.** The Bidder agrees to the construction of the project as described in Attachment "A-Scope of Work" for the City of San Diego, in accordance with the requirements set forth herein for the electronically submitted prices. The Bidder guarantees the Contract Price for a period of 120 days from the date of Bid opening. 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.

4. BIDS ARE PUBLIC RECORDS: Upon receipt by the City, Bids shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the Bid. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.

5. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

- 5.1.** Prior to the Award of the Contract or Task Order, you and your Subcontractors and Suppliers must register with the City's web-based vendor registration and bid management system. For additional information go to:

<http://www.sandiego.gov/purchasing/bids-contracts/vendorreg>
- 5.2.** 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.

6. **JOINT VENTURE CONTRACTORS:** Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 14 Calendar Days after receiving the Contract forms.
7. **INSURANCE REQUIREMENTS:**
- 7.1. 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.
- 7.2. Refer to sections 5-4, "INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.
8. **REFERENCE STANDARDS:** Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

Title	Edition	Document Number
Standard Specifications for Public Works Construction ("The GREENBOOK") http://www.greenbookspecs.org/	2021	ECPI010122-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* https://www.sandiego.gov/ecp/edocref/greenbook	2021	ECPI010122-02
City of San Diego Standard Drawings* https://www.sandiego.gov/ecp/edocref/standarddraw	2021	ECPI010122-03
Citywide Computer Aided Design and Drafting (CADD) Standards https://www.sandiego.gov/ecp/edocref/drawings	2018	PWPI010119-04
California Department of Transportation (CALTRANS) Standard Specifications https://dot.ca.gov/programs/design/july-2023-ccs-standard-plans-and-standard-specifications	2023	ECPD092023-05
CALTRANS Standard Plans https://dot.ca.gov/programs/design/july-2023-ccs-standard-plans-and-standard-specifications	2023	ECPD092023-06
California Manual on Uniform Traffic Control Devices Revision 8 (CA MUTCD Rev 8) https://dot.ca.gov/programs/safety-programs/camutcd	2014	ECPD032324-07
NOTE: *Available online under Engineering Documents and References at: https://www.sandiego.gov/ecp/edocref/ *Electronic updates to the Standard Drawings may also be found in the link above		

9. **CITY'S RESPONSES AND ADDENDA:** The City, at its discretion, may respond to any or all questions submitted in writing via the City's eBidding web site in the **form of an addendum**. No other responses to questions, oral or written shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addenda are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda at the time of bid submission.

10. **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.
11. **CONTRACT PRICING:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth herein. The Bidder agrees to perform construction services for the City of San Diego in accordance with these contract documents for the prices listed below. The Bidder further agrees to guarantee the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee may be extended, by mutual consent of the parties, by the number of days required for the City to obtain all items necessary to fulfill all contractual conditions.

12. **SUBCONTRACTOR INFORMATION:**

- 12.1. **LISTING OF SUBCONTRACTORS.** In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" of the California Public Contract Code, the Bidder shall provide the **NAME** and **ADDRESS** of each Subcontractor who will perform work, labor, render services or who specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also state within the description, whether the subcontractor is a **CONSTRUCTOR, CONSULTANT** or **SUPPLIER**. The Bidder shall state the **DIR REGISTRATION NUMBER** for all subcontractors and shall further state within the description, the **PORTION** of the work which will be performed by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement may result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions – Section 3-2, "Self-Performance", which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which Bidders are seeking recognition towards achieving any mandatory, voluntary (or both) subcontracting participation goals.

Additionally, pursuant to California Senate Bill 96 and in accordance with the requirements of Labor Code sections 1771.1 and 1725.5, by submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the California Department of Industrial Relations (DIR). **The Bidder shall provide the name, address, license number, DIR registration number of any Subcontractor – regardless of tier** - who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement pursuant to the contract.

- 12.2. LISTING OF SUPPLIERS.** Any Bidder seeking the recognition of Suppliers of equipment, materials, or supplies obtained from third party Suppliers towards achieving any mandatory or voluntary (or both) subcontracting participation goals shall provide, at a minimum, the **NAME, LOCATION (CITY), DIR REGISTRATION NUMBER** and the **DOLLAR VALUE** of each supplier. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for materials and supplies unless vendor manufactures or substantially alters materials and supplies, in which case, 100% will be credited. The Bidder is to indicate within the description whether the listed firm is a supplier or manufacturer. If no indication is provided, the listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage.
- 12.3. LISTING OF SUBCONTRACTORS OR SUPPLIERS FOR ALTERNATES.** For subcontractors or suppliers to be used on alternate items, bidder shall use the provided **"Subcontractors For Alternates"** form and shall indicate for each alternate subcontract whether it is an additive or deductive alternate; the subcontractor's name, location, phone number, email address, CA license number, and DIR registration number; whether the subcontractor is a designer, constructor or supplier; the type of work the subcontractor will be performing; and the dollar value of the subcontract for that alternate item. Failure to comply with this requirement may result in the bid being rejected as nonresponsive and ineligible for award.
- 13. SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-6, "Trade Names" in The WHITEBOOK and as amended in the SSP.
- 14. AWARD:**
- 14.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
- 14.2.** 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.
- 14.3.** This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form the City Attorney's Office.
- 15. SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 3-2, "SELF-PERFORMANCE" in The GREENBOOK and as amended in the SSP which requires the Contractor to self-perform not less than the specified amount. Failure to comply with this requirement shall render the bid **non-responsive** and ineligible for award.
- 16. 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 Purchasing & Contracting Department, Public Works Division.

17. **ONLY ONE BID PER CONTRACTOR SHALL BE ACCEPTED:** 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.
18. **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 within these documents.
19. **BIDDER'S GUARANTEE OF GOOD FAITH (BID SECURITY) FOR DESIGN-BID-BUILD CONTRACTS:**
- 19.1. For bids \$250,000 and above, bidders shall submit Bid Security at bid time. Bid Security shall be in one of the following forms: a cashier's check, or a properly certified check upon some responsible bank; or an approved corporate surety bond payable to the City of San Diego for an amount of not less than 10% of the total bid amount.
- 19.2. This check or bond, and the monies represented thereby, will be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into the contract and furnish the required final performance and payment bonds.
- 19.3. The Bidder agrees that in the event of the Bidder's failure to execute this contract and provide the required final bonds, the money represented by the cashier's or certified check will remain the property of the City; and the Surety agrees that it will pay to the City the damages, not exceeding the sum of 10% of the amount of the Bid, that the City may suffer as a result of such failure.
- 19.4. At the time of bid submission, bidders must upload and submit an electronic PDF copy of the aforementioned bid security. Whether in the form of a cashier's check, a properly certified check, or an approved corporate surety bond payable to the City of San Diego, the bid security must be uploaded to the City's eBidding system. By 5PM, 1 working day after the bid opening date, all bidders must provide the City with the original bid security.
- 19.5. Failure to submit the electronic version of the bid security at the time of bid submission AND failure to provide the original by 5PM, 1 working day after the bid opening date shall cause the bid to be rejected and deemed **non-responsive**.

Original Bid Bond shall be submitted to:
Purchasing & Contracting Department, Public Works Division
1200 3rd Ave., Suite 200, MS 56P
San Diego, California, 92101
To the Attention of the Contract Specialist on the Front Page of this solicitation.

20. AWARD OF CONTRACT OR REJECTION OF BIDS:

- 20.1.** This contract may be awarded to the lowest responsible and reliable Bidder.
- 20.2.** Bidders shall complete ALL eBid forms as required by this solicitation. Incomplete eBids will not be accepted.
- 20.3.** The City reserves the right to reject any or all Bids, to waive any informality or technicality in Bids received, and to waive any requirements of these specifications as to bidding procedure.
- 20.4.** Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City within 3 Working Days of the bid opening, written notice from the Bidder which shows proof of honest, credible, clerical error of a material nature, free from fraud or fraudulent intent; and of evidence that reasonable care was observed in the preparation of the Bid.
- 20.5.** A bidder who is not selected for contract award may protest the award of a contract to another bidder by submitting a written protest in accordance with the San Diego Municipal Code.
- 20.6.** The City of San Diego will not discriminate in the award of contracts with regard to race, religion creed, color, national origin, ancestry, physical handicap, marital status, sex or age.
- 20.7.** Each Bid package properly signed as required by these specifications shall constitute a firm offer which may be accepted by the City within the time specified herein.
- 20.8.** The City reserves the right to evaluate all Bids and determine the lowest Bidder on the basis of the base bid and any proposed alternates or options as detailed herein.

21. BID RESULTS:

- 21.1.** The availability of the bids on the City's eBidding system 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 notation of such will be made on the eBidding system. The new ranking and apparent low bidder will be adjusted accordingly.
- 21.2.** To obtain the bid results, view the results on the City's web site, or request the results by U.S. mail and provide a self-addressed, stamped envelope. If requesting by mail, be sure to reference the bid name and number. The bid tabulations will be mailed to you upon their completion. The results will not be given over the telephone.

22. THE CONTRACT:

- 22.1.** 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.

- 22.2.** 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.
- 22.3.** 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.
- 22.4.** 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.
- 22.5.** 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 and approval as to form by the City Attorney's Office. 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.
- 23. 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 3-9, "TECHNICAL STUDIES AND SUBSURFACE DATA", 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.
- 24. CITY STANDARD PROVISIONS:** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
- 24.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 24.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.

- 24.3.** The City of San Diego Municipal Code §22.3004 for Contractor Standards.
- 24.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 24.5.** 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.
- 24.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 24.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

25. PRE-AWARD ACTIVITIES:

- 25.1.** The contractor selected by the City to execute a contract for this Work shall submit the required documentation as specified herein and in the Notice of Intent to Award. Failure to provide the information as specified may result in the Bid being rejected as **non-responsive**.
- 25.2.** The decision that bid is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

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

Dudek, a corporation, as principal, and
Harco National Insurance Company, a corporation authorized to do
business in the State of California, as Surety, hereby obligate themselves, their successors and assigns,
jointly and severally, to The City of San Diego a municipal corporation in the sum of
Two Million One Hundred Fourteen Thousand Seven Hundred Nine Dollars and Zero
Cents (\$2,114,709.00), for the faithful performance of the annexed contract, and in the sum of
Two Million One Hundred Fourteen Thousand Seven Hundred Nine Dollars and Zero Cents
(\$2,114,709.00) for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract with the City of San Diego, California, then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

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

The obligation herein with respect to laborers and materialmen shall inure to the benefit of all persons, firms and corporations entitled to file claims under the provisions of Article 2. Claimants, (iii) public works of improvement commencing with Civil Code Section 9100 of the Civil Code of the State of California.

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

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

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

The Surety shall not utilize the Principal in completing the improvements and work specified in the Agreement in the event the City terminates the Principal for default.

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

CONTRACTOR

Dudek

By: 

Print Name: Joseph Monaco

Date: 3/25/25

THE CITY OF SAN DIEGO

By: 

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

Date: 4/4/2025

SURETY

Harco National Insurance Company

By: 

Print Name: Tara Bacon, Attorney-in-fact
Attorney-In-Fact

Date: March 18, 2025

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

Local Address of Surety

877-395-7887

Local Phone Number of Surety

\$22,470.00

Premium

0859860

Bond Number

APPROVED AS TO FORM

Heather Ferbert, City Attorney

By: 

Print Name: Nicole M. Denow
Deputy City Attorney

Date: April 8, 2025

ACKNOWLEDGMENT

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

State of California
County of San Diego)

On March 18, 2025 before me, Minna Huovila, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



POWER OF ATTORNEY

Bond # 0859860

HARCO NATIONAL INSURANCE COMPANY

INTERNATIONAL FIDELITY INSURANCE COMPANY

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

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

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

San Diego, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2024



STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook



Michael F. Zurcher

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

On this 31st day of December, 2024, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2029

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, 3/18/2025

Irene Martins, Assistant Secretary

ACKNOWLEDGMENT

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

State of California
County of San Diego)

On March 25, 2025 before me, Jocelyne Molano, Notary Public
(insert name and title of the officer)

personally appeared Joseph Monaco,
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.

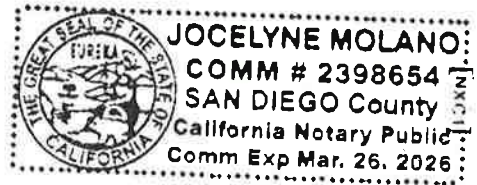
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Joseph Monaco

(Seal)



ATTACHMENTS

ATTACHMENT A

SCOPE OF WORK

SCOPE OF WORK

1. **SCOPE OF WORK:** The El Cuervo del Sur Phase II Wetland Mitigation Project consists of establishment (creation) and enhancement of wetland resources located along the Los Peñasquitos Creek, within the City of San Diego (City), California. Establishment and enhancement shall be conducted within the designated restoration project area with the intent of offsetting jurisdictional impacts resulting from the City of San Diego's Stormwater Department's current and future maintenance projects. The work schedule is defined by a pre-construction phase, installation phase, and 120 calendar day plant establishment period.

The pre-construction phase involves a pre-project survey of the restoration project boundary. The Contractor shall also be required to develop a Storm Water Pollution Prevention Plan (SWPPP) and install and maintain erosion control best management practices (BMPs) per the requirements of the SWPPP. Contractor services required of this scope of work include: pre-project demarcation of the restoration project boundary, install and maintain perimeter fencing along the restoration project boundary, cut to grade and remove all exotic and all diseased native vegetation from restoration project area, treat and stockpile all vegetation removed from the restoration project at the project staging areas, remove and dispose of trash and inorganic debris from the restoration project area, conduct regular weed control from the restoration project area for the duration of the contract period, grade areas as depicted on plans, install irrigation system per the construction documents, plant native container plants in rehabilitation areas, and dispose of stockpiled vegetation no later than the completion of the 120 calendar day plant establishment period (or as directed by City).

Additional services required from this scope of work include providing a qualified biological monitor for the duration of the Project. Biological services shall include monitoring and reporting and assuring compliance with Project avoidance and minimization measures. A cultural resources monitor will also be required during disturbance of native soils such as clearing, grading, or planting. If cultural resources are encountered during ground-disturbing activities, work in the immediate vicinity will be suspended until the discovery is assessed by a qualified archaeologist, the City of San Diego is contacted, and treatment is determined.

1.1. The Work shall be performed in accordance with:

1.1.1. The Notice Inviting Bids and Plans numbered **100765-1-D** through **100765-020-D**, inclusive.

2. **LOCATION OF WORK:** The location of the Work is as follows:

See **Appendix E – Location Map**

3. **CONTRACT TIME:** The Contract Time for completion of the Work, including the 120-Calendar Day Plant Establishment Period, shall be **215 Working Days**.

ATTACHMENT B

RESERVED

ATTACHMENT C
EQUAL OPPORTUNITY CONTRACTING PROGRAM

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

SECTION A - GENERAL REQUIREMENTS

A. INTRODUCTION.

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

B. GENERAL.

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

C. DEFINITIONS.

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

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

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

D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

1. Nondiscrimination in Contracting Ordinance.

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

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

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

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

E.

EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

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

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

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

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

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

F. SUBCONTRACTING.

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

subcontracting opportunities to all eligible business firms including SLBEs, ELBEs, MBEs, WBEs, DBEs, DVBES, and OBEs.

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

G. LISTS OF SUBCONTRACTORS AND SUPPLIERS.

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

H. SUBCONTRACTOR AND SUPPLIER SUBSTITUTIONS.

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

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

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

I. PROMPT PAYMENT.

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

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

J. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS.

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

K. CERTIFICATION.

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

L. CONTRACT RECORDS AND REPORTS.

1. You shall maintain records of all subcontracts and invoices from your Subcontractors and Suppliers for work on this project. Records shall show

name, telephone number including area code, and business address of each Subcontractor, Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

2. You shall retain all records, books, papers, and documents pertinent to the Contract for a period of not less than 5 years after Notice of Completion and allow access to said records by the City's authorized representatives.
3. You shall submit the following reports using the City's web-based contract compliance (Prism® portal):
 - a. **Monthly Payment.** You shall submit Monthly Payment Reporting by the 10th day of the subsequent month. Incomplete and/or delinquent reporting may cause payment delays, non-payment of invoices, or both.
4. The records maintained under item 1, described above, shall be consolidated into a Final Summary Report, certified as correct by an authorized representative of the Contractor. The Final Summary Report shall include all subcontracting activities and be sent to the EOCP Program Manager prior to Acceptance. Failure to comply may result in assessment of liquidated damages or withholding of retention. The City will review and verify 100% of subcontract participation reported in the Final Summary Report prior to approval and release of final retention to you. In the event your Subcontractors are owed money for completed Work, the City may authorize payment to subcontractor via a joint check from the withheld retention.

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

SECTION B - SLBE-ELBE SUBCONTRACTING REQUIREMENTS

THESE SPECIAL PROVISIONS SUPPLEMENT THE POLICIES AND REQUIREMENTS ESTABLISHED BY THE CITY OF SAN DIEGO EQUAL OPPORTUNITY CONTRACTING PROGRAM SPECIFIED IN THE CITY'S GENERAL EOCP REQUIREMENTS.

A. GENERAL.

1. It is the City's policy to encourage greater availability, capacity development, and contract participation by SLBE and ELBE firms in City contracts. This policy is, in part, intended to further the City's compelling interest to stimulate economic development through the support and empowerment of the local community, ensure that it is neither an active nor passive participant in marketplace discrimination, and promote equal opportunity for all segments of the contracting community.
2. The City is committed to maximizing subcontracting opportunities for all qualified and available firms.
3. This policy applies to City-funded construction contracts. Bidders shall be fully informed of this policy as set forth in these specifications. Mandatory or voluntary subcontracting percentages, Bid Discounts, and restricted competitions are specified in the Contract Documents.
4. You shall make subcontracting opportunities available to a broad base of qualified Subcontractors and shall achieve the minimum SLBE-ELBE Subcontractor participation identified for your project.
5. Failure to subcontract the specified minimum (mandatory) percentages of the Bid to qualified available SLBE-ELBE Subcontractors will cause a Bid to be rejected as non-responsive unless the Bidder has demonstrated compliance with the affirmative steps as specified in the City's document titled "Small Local Business (SLBE) Program, INSTRUCTIONS FOR BIDDERS COMPLETING THE GOOD FAITH EFFORT SUBMITTAL" and has submitted documentation showing that all required positive efforts were made prior to the Bid submittal due date. The required Good Faith Effort (GFE) documentation shall be submitted to the Contract Specialist. The instructions for completing the good faith effort submittal can be found on the City's website:
<https://www.sandiego.gov/sites/default/files/legacy/eoc/pdf/slbegeinst.pdf>
6. The current list of certified SLBE-ELBE firms and information for completing the GFE submittal can be found on the City's EOC Department website:
<http://www.sandiego.gov/eoc/programs/slbe>
7. These requirements may be waived, at the City's sole discretion, on projects deemed inappropriate for subcontracting participation.

B.

DEFINITIONS.

1. The following definitions shall be used in conjunction with these specifications:

- a) **Bid Discount** – Additional inducements or enhancements in the bidding process that are designed to increase the chances for the selection of SLBE firms in competition with other firms.
- b) **Commercially Useful Function** – An SLBE-ELBE performs a commercially useful function when it is responsible for the execution of the Work and is carrying out its responsibilities by actually performing, managing, and supervising the Work involved. To perform a commercially useful function, the SLBE-ELBE shall also be responsible, with respect to materials and supplies used on the Contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether an SLBE-ELBE is performing a commercially useful function, an evaluation will be performed of the amount of Work subcontracted, normal industry practices, whether the amount the SLBE-ELBE firm is to be paid under the contract is commensurate with the Work it is actually performing and the SLBE-ELBE credit claimed for its performance of the Work, and other relevant factors. Specifically, an SLBE-ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE-ELBE participation, when in similar transactions in which SLBE-ELBE firms do not participate, there is no such role performed.

- c) **Good Faith Efforts (GFE)** – Documentation of the Bidder's intent to comply with SLBE Program goals and procedures included in the City's SLBE Program, Instructions for Completing Good Faith Effort Submittal available from the City's EOCP website or the Contract Specialist.
- d) **Independently Owned, Managed, and Operated** – Ownership of a SLBE-ELBE firm shall be direct, independent, and by individuals only. Business firms that are owned by other businesses or by the principals or owners of other businesses that cannot themselves qualify under the SLBE-ELBE eligibility requirements shall not be eligible to participate in the Program. Moreover, the day-to-day management of the SLBE-ELBE firm shall be direct and independent of the influence of any other businesses that cannot themselves qualify under the SLBE-ELBE eligibility requirements.
- e) **Joint Venture** – An association of two or more persons or business entities that is formed for the single purpose of carrying out a single defined business enterprise for which purpose they combine their

capital, efforts, skills, knowledge, or property. Joint ventures shall be established by written agreement to qualify for this program.

- f) **Local Business Enterprise (“LBE”)** – A firm having a Principal Place of Business and a Significant Employment Presence in San Diego County, California that has been in operation for 12 consecutive months and a valid business tax certificate. This definition is subsumed within the definition of Small Local Business Enterprise.
- g) **Minor Construction Program** – A program developed for bidding exclusively among SLBE-ELBE Construction firms.
- h) **Principal Place of Business** – A location wherein a firm maintains a physical office and through which it obtains no less than 50% of its overall customers or sales dollars.
- i) **Protégé** – A firm that has been approved and is an active participant in the City’s Mentor-Protégé Program and that has signed the required program participation agreement and has been assigned a mentor.
- j) **Significant Employee Presence** – No less than 25% of a firm’s total number of employees are domiciled in San Diego County.

C. SUBCONTRACTOR PARTICIPATION.

1. For the purpose of satisfying subcontracting participation requirements, only 1st tier SLBE–ELBE Subcontractors will be recognized as participants in the Contract according to the following criteria:
 - a) For credit to be allowed toward a respective participation level, all listed SLBE-ELBE firms shall have been certified by the Bid due date.
 - b) The Subcontractor shall perform a commercially useful function for credit to be allowed toward subcontractor participation levels. The Subcontractor shall be required by you to be responsible for the execution of a distinct element of the Work and shall carry out its responsibility by actually performing and supervising its own workforce.
 - c) If the Bidder is seeking the recognition of materials, supplies, or both towards achieving any mandatory subcontracting participation level, the Bidder shall indicate on Form AA40 – Named Equipment/Material Supplier List with the Bid the following:
 - i. If the materials or supplies are obtained from a SLBE-ELBE manufacturer, the Bidder will receive 100% of the cost of the materials or supplies toward SLBE participation. For the purposes of counting SLBE-ELBE participation, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.

- ii. If the materials or supplies are obtained from a SLBE-ELBE supplier, the Bidder will receive 60% of the cost of the materials or supplies toward SLBE participation. For the purposes of counting SLBE-ELBE participation a Supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a supplier, the firm shall be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a supplier in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business if the person both owns and operates distribution equipment for the products. Any supplementing of the suppliers' own distribution equipment shall be by a long-term lease agreement and shall not be on an ad hoc or contract-by-contract basis.
 - iii. If the materials or supplies are obtained from a SLBE-ELBE, which is neither a manufacturer nor a supplier, the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, fees or transportation charges for the delivery of materials or supplies required on a job site will be counted toward SLBE-ELBE participation, provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services. No portion of the cost of the materials and supplies themselves will be counted toward SLBE-ELBE participation.
- d) If the Bidder is seeking the recognition of SLBE-ELBE Trucking towards achieving any mandatory subcontracting participation level, the Bidder shall indicate it on Form AA35 – List of Subcontractors with the Bid. The following factors will be evaluated in determining the credit to be allowed toward the respective participation level:
- i. The SLBE-ELBE shall be responsible for the management and supervision of the entire trucking operation for which it is getting credit on a particular Contract and there shall not be a contrived arrangement for the purpose of counting SLBE-ELBE participation.
 - ii. The SLBE-ELBE shall itself own and operate at least 1 fully licensed, insured, and operational truck used on the Contract.

- iii. The SLBE-ELBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- iv. The SLBE-ELBE may lease trucks from another SLBE-ELBE firm including an owner-operator who is certified as a SLBE-ELBE. The SLBE-ELBE who leases trucks from another SLBE-ELBE receives credit for the total value of the transportation services the lessee SLBE-ELBE provides on the contract.
- v. The SLBE-ELBE may also lease trucks from a non-SLBE-ELBE firm, including an owner-operator. The SLBE-ELBE who leases trucks from a non-SLBE-ELBE is entitled to credit for the total value of transportation services provided by non-SLBE-ELBE lessees not to exceed the value of transportation services provided by SLBE-ELBE owned trucks on the contract. Additional participation by non-SLBE-ELBE lessees receive credit only for the fee or commission it receives as a result of the lease arrangement.
- vi. A lease shall indicate that the SLBE-ELBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the SLBE-ELBE so long as the lease gives the SLBE-ELBE absolute priority for use of the leased truck.

D. SLBE-ELBE SUBCONTRACTOR PARTICIPATION PERCENTAGES.

- 1. Contracts valued at \$1,500,000 and above will be considered Major Public Works Contracts and will include a mandatory Subcontractor participation requirement for SLBE-ELBE firms.
 - a) The Bidder shall achieve the mandatory Subcontractor participation requirement or demonstrate GFE.
 - b) The Bidders shall indicate the participation on Forms AA35 - List of Subcontractors and AA40 - Named Equipment/Material Supplier List as applicable regardless of the dollar value.
 - c) An SLBE-ELBE Bidder may count its own participation toward achieving the mandatory goal as long as the SLBE-ELBE Bidder performs 51% of the Contract Price.
- 2.. Contracts Valued over \$1,000,000 and under \$1,500,000 will also be considered Major Public Works Contracts and will include the mandatory subcontractor participation requirements described above and the following:
 - a) 5% bid discount for SLBE-ELBE firms.
 - b) Non-certified Contractor will receive 5% bid discount if they achieve the specified mandatory Subcontracting participations.
 - c) Bid discounts shall not apply if the award will result in a total contract cost of \$50,000 in excess of the apparent lowest Bid.

- d) In the event of a tie bid between a SLBE-ELBE Bidder and a non-SLBE-ELBE Bidder, the SLBE-ELBE Bidder will be awarded the Contract.
 - e) In the event of a tie bid between a discounted Bid and a non-discounted Bid, the discounted Bid will be awarded the Contract.
3. Contracts valued over \$500,000 up to \$1,000,000 will be considered Minor Public Works Contracts and will be awarded through a competitive Bid process open only to City certified SLBE-ELBE firms. If there are no bidders or no responsible bidders, the Contract will be made available to all Bidders and will be subject to requirements listed in items 1 and 2 for Major Public Works Contracts above.
 4. Contracts valued at \$500,000 and below will also be considered Minor Public Works Contracts and will be awarded through a competitive bid process open only to City certified ELBEs unless there are less than 2 firms available at which it will be awarded through a competitive process open only to the City certified SLBE-ELBE firms. If there are no bidders or no responsible bidders, the Contract will be made available to all Bidders and subject to requirements listed in items 1 and 2 for Major Public Works Contracts above.

E. JOINT VENTURES.

1. The City may allow for Joint Venture bid discounts on some Contracts. Contracts that allow for Joint Venture bid discounts will be designated in Bid documents. A firm that is bidding or competing for City Contracts may partner with a certified SLBE or ELBE to compete for Contracts as a Joint Venture.
2. A Joint Venture shall be between two entities with the same discipline or license as required by the City. Joint ventures will receive bid discounts depending on the SLBE or ELBE percentage of participation. To be eligible for a discount, a Joint Venture Agreement shall be approved by the City at the time of Bid submittal. The maximum allowable discount shall be 5%. The parties shall agree to enter in the relationship for the life of the projects.
3. Joint Venture shall submit a Joint Venture Management Plan, a Joint Venture Agreement, or both at least 2 weeks prior to the Bid due date. Copies of the Joint Venture applications are available upon request to the Contract Specialist. Each agreement or management plan shall include the following:
 - a) Detailed explanation of the financial contribution for each partner.
 - b) List of personnel and equipment used by each partner.
 - c) Detailed breakdown of the responsibilities of each partner.
 - d) Explanation of how the profits and losses will be distributed.
 - e) Description of the bonding capacity of each partner.
 - f) Management or incentive fees available for any one of the partners (if any).

4. Each Joint Venture partner shall perform a Commercially Useful Function. An SLBE or ELBE that relies on the resources and personnel of a non-SLBE or ELBE firm will not be deemed to perform a Commercially Useful Function.
5. Each Joint Venture partner shall possess licenses appropriate for the discipline for which a proposal is being submitted. If a Joint Venture is bidding on a single trade project, at the time of bid submittal, each Joint Venture partner shall possess the requisite specialty license for that trade bid.
6. The SLBE or ELBE partner shall clearly define the portion of the Work to be performed. This Work shall be of the similar type of Work the SLBE or ELBE partner performs in the normal course of its business. The Joint Venture Participation Form shall specify the Bid items to be performed by each individual Joint Venture partner. Lump sum Joint Venture participation shall not be acceptable.
7. Responsibilities of the SLBE or ELBE Joint Venture Partner:
 - a) The SLBE or ELBE partner shall share in the control, management responsibilities, risks and profits of the Joint Venture in proportion with the level of participation in the project.
 - b) The SLBE or ELBE partner shall perform Work that is commensurate with its experience.
 - c) The SLBE or ELBE partner shall use its own employees and equipment to perform its portion of the Work.
 - d) The Joint Venture as a whole shall perform Bid items that equal or exceed 50% of the Contract Price, excluding the cost of manufactured items, in order to be eligible for a Joint Venture discount.

F. MAINTAINING PARTICIPATION LEVELS.

1. Credit and preference points are earned based on the level of participation proposed prior to the award of the Contract. Once the Project begins you shall achieve and maintain the SLBE-ELBE participation levels for which credit and preference points were earned. You shall maintain the SLBE-ELBE percentages indicated at the Award of Contract and throughout the Contract Time.
2. If the City modifies the original Scope of Work, you shall make reasonable efforts to maintain the SLBE-ELBE participation for which creditor preference points were earned. If participation levels will be reduced, approval shall be received from the City prior to making changes.
3. You shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE-ELBE Subcontractor. Failure to do so shall constitute a material breach of the Contract.
4. If you fail to maintain the SLBE-ELBE participation listed at the time the Contract is awarded and have not received prior approval from the City, the

City may declare you in default and will be considered grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.

G. SUBCONTRACTING EFFORTS REVIEW AND EVALUATION.

1. Documentation of your subcontracting efforts will be reviewed by EOCP to verify that you made subcontracting opportunities available to a broad base of qualified Subcontractors, negotiated in good faith with interested Subcontractors, and did not reject any bid for unlawful discriminatory reasons. The EOCP review is based on the federal "Six Good Faith Efforts" model.
2. The GFEs are required methods to ensure that all ELBE and SLBE firms have had the opportunity to compete for the City's Public Works procurements. The Six Good Faith Efforts, also known as affirmative steps, attract and utilize ELBE and SLBE firms:
 - a) Ensure ELBE firms are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities.
 - b) Make information of forthcoming opportunities available to SLBE-ELBE firms and arrange time for Contracts and establish delivery schedules, where requirements permit, in a way that encourages and facilitates participation by SLBE-ELBE firms in the competitive process. This includes posting solicitations for Bids or proposals to SLBE-ELBE firms for a minimum of 10 Working Days before the Bid or Proposal due date.
 - c) Consider in the contracting process whether firms competing for large Contracts could subcontract with SLBE-ELBE firms.
 - d) Encourage contracting with a consortium of ELBE-SLBE firms when a Contract is too large for one of these firms to handle individually.
 - e) Use the services and assistance of the City's EOC Office and the SLBE-ELBE Directory.
 - f) If you award subcontracts, require your Subcontractors to take the steps listed above.

H. GOOD FAITH EFFORT DOCUMENTATION.

1. If the specified SLBE-ELBE Subcontractor participation percentages are not met, you shall submit information necessary to establish that adequate GFEs were taken to meet the Contract Subcontractor participation percentages. See the City's document titled "Small Local Business (SLBE) Program, INSTRUCTIONS FOR BIDDERS COMPLETING THE GOOD FAITH EFFORT SUBMITTAL." The instructions for completing the good faith effort submittal can be found on the City's website:

<https://www.sandiego.gov/sites/default/files/legacy/eoc/pdf/slbegfeinst.pdf>

I. SUBCONTRACTOR SUBSTITUTION.

1. Evidence of fraud or discrimination in the substitution of Subcontractors will result in sanctions including assessment of penalty fines, termination of Contract, or debarment. This section does not replace applicable California Public Contract Code.

J. FALSIFICATION OF SUB-AGREEMENT AND FRAUD.

1. Falsification or misrepresentation of a sub-agreement as to company name, Contract amount or actual Work performed by Subcontractors, or any falsification or fraud on the part your submission of documentation and forms pursuant to this program, will result in sanctions against you including assessment of penalty fines, termination of the Contract, or debarment. Instances of falsification or fraud which are indicative of an attempt by you to avoid subcontracting with certain categories of Subcontractors on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability shall be referred to the Equal Opportunity Contracting Program's Investigative Unit for possible violations of Article 2, Division 35 of the City Administrative Code, §§22.3501 et seq. (Nondiscrimination in Contracting).

K. RESOURCES.

1. The current list of certified SLBE-ELBE firms and information for completing the GFE submittal can be found on the City's EOC Department website:
<http://www.sandiego.gov/eoc/programs/slbe>
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ATTACHMENT D
PREVAILING WAGE

PREVAILING WAGE

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

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

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

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

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

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

1.12.3. List of all Subcontractors. The Contractor shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 1.11. above. (Labor code section 1773.3).

ATTACHMENT E
SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

1. The **2021 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK").
2. The **2021 Edition** of the City of San Diego Standard Specifications for Public Works Construction (The "WHITEBOOK"), including the following:
 - a) General Provisions (A) for all Construction Contracts.

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

1-2 TERMS AND DEFINITIONS. To the "WHITEBOOK":

To item 47, "Holiday", ADD the following:

Holiday	Observed On
Juneteenth	June 19

To item 55, "Normal Working Hours", DELETE in its entirety and SUBSTITUTE with the following:

Normal Working Hours: Normal Working Hours shall be **7:00 AM to 5:00 PM, Monday through Friday**, (8 hours per day up to 40 hours per week) inclusive. Saturdays, Sundays, and City Holidays are excluded. Unless otherwise specified on the Traffic Control Permits.

SECTION 2 - SCOPE OF THE WORK

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

2. The City will obtain, at no cost to you, the following permits:
 - a) California Coastal Commission - Coastal Development Permit No. 6-20-0433, dated January 2, 2023
 - b) City of San Diego Site Development Permit No. 23922101 for the Municipal Waterways Maintenance Plan, Project No. 616992, SCH No. 2017071022, dated June 23, 2020.

- c) USACE - The wetland delineations demonstrate that the review area lacks hydric soils, hydrophytic vegetation, and hydrology indicators, therefore waters of the United States do not occur on the project site. The basis for the determination can be found in the Approved Jurisdictional Determination form.
- d) USFWS – El Cuervo del Sur Phase II Wetland Mitigation is covered under the Multiple Species Conservation Plan (MSCP) pursuant to Section 10 of the Endangered Species Act. A conservation measure memorandum discussing how the project will implement or be consistent with each applicable Conservation Measure (CM) was sent to the USFWS as outlined in the Municipal Waterways Maintenance Plan (MWMP) Biological Opinion (BO).
- e) CDFW – The El Cuervo Phase II mitigation project is currently in the final negotiations of a Streambed Alteration Agreement (EPIMS-SDO-42665-R5). The permit will be finalized before project work begins.

3. The permits are available for review at this link:

https://drive.google.com/drive/folders/1ay14MZH9QOIRcLT18r3ISS_nOpyLt0uE

SECTION 3 – CONTROL OF THE WORK

3-2 SELF-PERFORMANCE. To the “GREENBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

- 1. You shall perform, with your own organization, Contract Work amounting to at least **50%** of the Base Bid.

3-7.6.1 Use of Computer Aided Drafting and Design. To the “WHITEBOOK”, Item 1, DELETE in its entirety and SUBSTITUTE the following:

- 1. Use Bentley Connect ORD Version 10.12 format with the ability to convert to AutoCAD for the preparation of Plans and As-Built drawings in accordance with the City’s CADD Standards.

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

- 5. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests at the Work Site:
 - a) El Cuervo Sur Phase II Wetlands Creation Project Archaeological Resources Report, dated April 2021, by ESA Construction

- b) Clarification of the Aquatic Resources Delineation for the El Cuervo del Sur Phase II Mitigation Site, dated December 22, 2020, by Artemis Environmental Services, Inc.
- c) 2017 Light- Footed Ridgeway's Rail Survey Report for the El Cuervo del Sur Phase II Proposed Habitat Mitigation Site, dated August 17, 2017, by Helix Environmental Planning.
- d) Update Letter of Geotechnical Investigation El Cuervo del Sur Wetland Habitat Mitigation Phase II Project, dated May 25, 2023, by Allied Geotechnical Engineers, Inc.
- e) Report of Geotechnical Subsurface Exploration – El Cuervo del Sur Phase II Restoration, dated April 27, 2018, by Allied Geotechnical Engineers, Inc.
- f) Earthwork Recommendations for El Cuervo del Sur Wetland Habitat Mitigation Phase II Project (City of San Diego, unpublished consulting report), dated February 20, 2020, by Allied Geotechnical Engineers, Inc.
- g) Biological Resources Letter Report for Proposed Geotechnical Testing for the El Cuervo del Sur Phase II Restoration Site, dated November 27, 2017, by Helix Environmental Planning
- h) Geotech Boring Locations and Vegetation and Photographic Survey Photos, by Helix Environmental Planning.
- i) El Cuervo del Sur Phase II Wetlands Creation Project Drainage Study Report, dated June 2020, by ESA Construction
- j) TO61 El Cuervo del Sur Phase II – Water Table Memorandum, dated August 12, 2022 by ESA Construction.
- k) El Cuervo del Sur Phase II Wetlands Creation Floodway No-Rise/ No-Impact Certification, dated April 24, 2024, by ESA Construction
- l) Monitoring Well Log.
- m) El Cuervo del Sur Phase II Wetlands Creation Project. Basis of Design Report Addendum, dated November 1, 2022, by ESA Construction

6. The reports listed above are available for review at the following link:

https://drive.google.com/drive/folders/1e7mNBE7Kxe3SgeO6jsfgmCb_3fimzo-M

7. The Contractor shall review the reports listed above, in totality and facilitate construction as dictated by the design criteria contained therein.

SECTION 4 - CONTROL OF MATERIALS

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

11. You shall submit your list of proposed substitutions for an "equal" item **no later than 5 Working Days after the issuance of the Notice of Intent to Award** and on the City's Product Submittal Form available at:

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

SECTION 5 - LEGAL RELATIONS AND RESPONSIBILITIES

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

5-4 INSURANCE.

1. The insurance provisions herein shall not be construed to limit your indemnity and defense duties set forth in the Contract.

5-4.1 Policies and Procedures.

1. You shall procure the insurance described below, at your sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees, or Subcontractors.
2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
3. You shall maintain this insurance as required by this Contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this Contract. Your duties under the Contract, including your indemnity obligations, are not limited to the insurance coverage required by this Contract.
4. If you maintain broader coverage or higher limits than the minimums shown below, City requires and shall be entitled to the broader coverage, or the higher limits maintained by you. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.
5. Your payment for insurance shall be included in the Contract Price you bid. You are not entitled to any additional payment from the City to cover your insurance, unless the City specifically agrees to payment in writing. Do not begin any Work under this Contract or allow any Subcontractors to begin work, until you have provided, and the City has approved, all required insurance.

6. Policies of insurance shall provide that the City is entitled to 30 days advance written notice of cancellation or non-renewal of the policy or 10 days advance written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage and to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

5-4.2 Types of Insurance.

5-4.2.1 General Liability Insurance.

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

<u>General Annual Aggregate Limit</u>	<u>Limits of Liability</u>
Other than Products/Completed Operations	\$10,000,000
Products/Completed Operations Aggregate Limit	\$10,000,000
Personal Injury Limit	\$5,000,000
Each Occurrence	\$5,000,000

5-4.2.2 Commercial Automobile Liability Insurance.

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

5-4.2.3

Workers' Compensation Insurance and Employers Liability Insurance.

1. In accordance with the provisions of California Labor Code section 3700, you shall provide, at your expense, Workers' Compensation Insurance and Employers Liability Insurance to protect you against all claims under applicable state workers' compensation laws. The City, its elected officials, and employees will not be responsible for any claims in law or equity occasioned by your failure to comply with this requirement.
2. Statutory Limits shall be provided for Workers' Compensation Insurance as required by the state of California, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
3. By signing and returning the Contract, you certify that you are aware of the provisions of California's Workers' Compensation laws, including Labor Code section 3700, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and that you will comply with these provisions before commencing the Work.

5-4.2.8

Architects and Engineers Professional Insurance (Errors and Omissions Insurance).

1. For Contracts with required engineering services, including Design-Build and preparation of engineered Traffic Control Plans (TCP) by you, you shall keep or require all of your employees and Subcontractors, who provide professional engineering services under Contract, to provide to the City proof of Professional Liability coverage with a limit of no less than **\$1,000,000** per claim and **\$2,000,000** aggregate per policy period of one year.
2. You shall ensure the following:
 - a) The policy retroactive date is on or before the date of commencement of the Project.
 - b) The policy will be maintained in force for a period of three years after completion of the Project or termination of the Contract, whichever occurs last. You agree that, for the time period specified above, there will be no changes or endorsements to the policy that affect the specified coverage.
3. If professional engineering services are to be provided solely by the Subcontractor, you shall:
 - a) Certify this to the City in writing, and
 - b) Agree in writing to require the Subcontractor to procure Professional Liability coverage in accordance with the requirements set forth here.

5-4.3 Rating Requirements. Except for the State Compensation Insurance Fund, all insurance required by this Contract shall be carried only by responsible insurance companies with a rating of, or equivalent to, at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the state of California, and that have been approved by the City.

5-4.3.1 Non-Admitted Carriers. The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the state of California and is included on the List of Approved Surplus Lines Insurers (LASLI list).

All policies of insurance carried by non-admitted carriers shall be subject to all of the requirements for policies of insurance provided by admitted carriers described in this Contract.

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

5-4.5 Policy Endorsements.

5-4.5.1 Commercial General Liability Insurance.

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

1. Ongoing operations performed by you or on your behalf,
2. your products,
3. your work, e.g., your completed operations performed by you or on your behalf, or
4. premises owned, leased, controlled, or used by you.

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

5-4.5.1.3 Project General Aggregate Limit. The policy or policies shall be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work shall reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit shall be in addition to the aggregate limit provided for the products-completed operations hazard.

5-4.5.2 Workers' Compensation Insurance and Employers Liability Insurance.

5-4.5.2.1 Waiver of Subrogation. The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from Work performed by the Named Insured for the City.

5-4.6 Deductibles and Self-Insured Retentions. You shall disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided. The City may require you to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

5-4.7 Reservation of Rights. The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles, and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer, but not required by this Contract.

5-4.8 Notice of Changes to Insurance. You shall notify the City, in writing, 30 days prior to any material change to the policies of insurance provided under this Contract. This written notice is in addition to the requirements of paragraph 6 of Section 5-4.1.

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

ADD:

5-7.9 Site Construction Access.

5-7.9.1 General. Access to the construction site will be granted via the existing trail system from Sorrento Valley Boulevard near the El Cuervo Adobe Ruin that is currently designated for recreational use (hiking, biking, and equestrian). The trail can be utilized for temporary construction site ingress and egress to transport equipment and materials. Portions of these existing trails are within known environmentally sensitive areas. To minimize impacts on the surrounding environment and to reduce soil erosion within the trails, rubber wheeled construction vehicles will only be permitted within these designated access trails. Tracked vehicles are prohibited within the access trails without the use of access mats to provide a temporary road system over the sensitive areas.

5-7.9.2 Payment. No separate or additional payment will be made for the use of rubber wheeled construction vehicles or access mats unless specified in the Special Provisions. Any costs associated with the purchase, transport, placement and removal of the access mats shall be included in the Contract Unit Price or lump sum price in the Bid for the various bid items that require the use of the vehicle type or access mats.

5-7.10 Modular Matting System.

5-7.10.1 General. There are two existing shallow concrete storm drain pipes that are currently exposed that are adjacent to the existing access trail near the intersection of Los Peñasquitos Canyon Trail, at the northern end of the construction limits. These pipes are located in the environmentally sensitive area and require protection during equipment and material transport.

5-7.10.2 Installation. The use of a modular matting system will be required to protect the two concrete storm drain pipes at this location. A single temporary rig mat with a minimum dimension of 8' x 20' (steel and wood access mat) or similar type of system is permitted to be placed over these pipes during the construction period and shall demonstrate a HS20 load capacity. The contractor shall provide materials submittals to the Resident Engineer for review and approval prior to placement of the system.

5-7.10.3 Payment. No separate or additional payment will be made for the use of modular matting system unless specified in the Special Provisions. Any costs associated with the purchase, transport, placement and removal of the modular matting system shall be included in the Contract Unit Price or lump sum price in the Bid for the various bid items that require the use of the matting system.

5-10.2.1 Public Notice by Contractor. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

5-10.2.1 Public Notice by Contractor.

1. Post Project Identification Signs in accordance with 3-11.2, "Project Identification Signs".
2. No less than 5 and no more than 10 Working Days in advance of Project construction activities and utility service interruptions, you shall notify all critical facilities, businesses, institutions, property owners, residents, or any other impacted stakeholders within a minimum 300-foot (90 m) radius of the Project i.e., work area and any other affected areas as shown on the "Notification of Planned Water Shutdown" when you perform the Work.
3. The notification process must be repeated for delays and long pauses in construction activities. Verbal and written notifications, such as door hangers, shall be sent to critical facilities (including but not limited to police stations, fire stations, hospitals, and schools). A copy of written notifications sent to any critical facility shall also be sent to the Engineer.

4. You shall keep records of the people contacted, along with the dates of notification, and shall provide the record e.g., time-stamped pictures of the notices, to the Engineer upon request. You shall identify all other critical facilities that need to be notified.
5. Verbal and written notifications shall also include specific impacts from the construction of the City facilities, e.g., fire hydrants, air vacuum and blow-off devices, pedestrian ramps, and sidewalks, e.g., the loss of parking, access, and impact to private property, e.g., landscaping.
6. Furnish and distribute public notices in the form of door hangers using the City's format to all occupants and/or property owners along streets and all critical facilities such as police stations, fire stations, hospitals, and schools.
7. Where Work is to be performed at least 5 and at most 10 Working Days before starting construction, survey activities, or impacting the community as approved by the Engineer.
8. Within 5 Working Days of the completion or pausing of your construction activities where Work was performed, you shall distribute public notices in the form of door hangers, which outline the anticipated dates of Asphalt Resurfacing, Slurry Seal, Sidewalk, or Curb Ramp Work. Upon resuming construction activities, you shall redistribute door hangers.
9. "No Parking" signs shall be placed 72 hours before the scheduled construction activities and must include the name and phone number of the Contractor. The Contractor shall document the placement of the signs with time-stamped pictures.
10. Leave the door hanger notices on or at the front door of each dwelling and apartment unit and at each commercial building tenant abutting each street block segment.
11. Where the front doors of apartment units are inaccessible or occupants are unavailable, distribute the door hanger notices to the apartment manager or security officer and leave your contact information, such as business cards.
12. Provide time-stamped pictures of the notices to the Engineer.
13. Door Hanger Material: You shall use Blanks/USA brand, Item Number DHJ5B6WH, 1¼ inch (31.8 mm) Holes (removed), 2-up Jumbo Door Hanger in Bristol White, or approved equal.
14. Door hangers shall include the funding source if project is funded in part by State Gas Tax Revenue (SB1).
15. Mailed Notice Material: You shall use Cougar by Domtar, Item Number 2834, or approved equal.

16. For all Work on private property, contact each owner and occupant individually a minimum of 15 Working Days before the Work. If the Work has been delayed, re-notify owners and occupants of the new Work schedule, as directed by the Engineer.
17. A sample of public notices will be included in the Contract.

5-14 CONSTRUCTION AND DEMOLITION WASTE MANAGEMENT.

5-14.1 General. To the "WHITEBOOK", ADD the following:

5. Waste removal for this project shall adhere to the Waste Management Forms in **Appendix J**.

5-15.2.4.7 Dust. To the "WHITEBOOK", ADD the following:

2. Contractor shall utilize water trucks and site watering practices as often and necessary as possible to prevent the construction operation from producing dust in amounts damaging to property, cultivated vegetation, domestic animals, local wildlife, or causing a nuisance to persons living or occupying buildings in the vicinity. The Contractor shall be responsible for any damage resulting from any dust originating from the construction operations, both within the limit of work, and along the construction access path of travel. Dust abatement measures shall be continued until The Contractor is relieved of further responsibility by the Engineer.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1.1 Construction Schedule. To the "WHITEBOOK", ADD the following:

3. Refer to the Sample City Invoice **Appendix D – Sample City Invoice** and use the format shown.
4. The **120 Calendar Day** Plant Establishment Period is included in the stipulated Contract Time and shall begin with the acceptance of installation of the vegetation plan in accordance with Section 801-6, "MAINTENANCE AND PLANT ESTABLISHMENT".
5. The Contractor shall provide and designate a **Project Manager**, who shall be the main point of contact for the City for this contract and shall provide as-needed updates (at least once a week) on the project's progress.
 - A. The Project Manager will be responsible for keeping the Project on schedule and budget and shall be responsible for the preparation of any change orders.

- B. The Project Manager shall ensure work is completed in accordance with the Scope of Work, Project's Habitat Mitigation and Monitoring Plan, and the project's performance standards.
- C. The Project Manager may be the Qualified Biologist.

6-2.1 Moratoriums. To the "WHITEBOOK", ADD the following:

- 4. Do not perform construction work between January 15th and September 15th to avoid the bird nesting season. All non-construction related Work required under this contract, including the 120-Calendar Day Plant Establishment Period and submittals, is not included in the moratorium period and should proceed as outlined under the Schedule.

6-3 TIME OF COMPLETION. To the "GREENBOOK", ADD the following:

- 2. All construction activities except work needed during the Plant Establishment Period, shall be completed and accepted by the Engineer prior to January 14th to avoid implementation of nesting bird mitigation and monitoring.
- 3. Please refer to **Appendix K**, Habitat Mitigation and Monitoring Plan (HMMP), for specific requirements in the event that construction overlaps with bird breeding season.

ADD:

6-6.1.1 Environmental Document.

- 1. The City of San Diego and State Regulators have prepared the following environmental documents, as referenced in the Contract Appendix. You shall comply with all requirements of the following listed environmental documents as set forth in **Appendix A**.
 - a. The City of San Diego has prepared a CEQA Guidelines Section 15162 Consistency Evaluation for the El Cuervo Del Sur Phase II Mitigation Project (Project No. 616992/ SCH No. 2017071022). You shall comply with all requirements of the CEQA Guidelines Section 15162 Consistency Evaluation Memorandum.
 - b. Exhibit C Mitigation Monitoring and Reporting Program (MMRP) Final Environmental Impact Report (FEIR) for the Municipal Waterways Maintenance Plan, Project No. 616992 SCH No. 2017071022.
 - c. MWMP Final EIR Final Environmental Impact Report for the Municipal Waterways Maintenance Plan San Diego, California SCH No. 2017071022 Project No. 616992

The reports listed above are available for review by visiting:

<https://drive.google.com/drive/folders/1tXHSzwU5kW17Ekw6zGjsbj-CN0OdyoLO>

- 2. Compliance with the City's environmental document shall be included in the Contract Price unless separate bid items have been provided.

6-6.2.1 Archaeological and Native American Monitoring Program. To the "WHITEBOOK", ADD the following:

4. You shall retain a qualified archaeologist and Native American Monitor for this Contract. You shall coordinate your activities and Schedule with the activities and schedules of the archaeologist and Native American monitor. Notify the Engineer before noon of the Working Day before monitoring is required. See 3-5, "INSPECTION" for details.

6-9 LIQUIDATED DAMAGES. To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. The execution of the Contract shall constitute agreement between you and the City that the liquidated damage amount described in the table below is the value of the damage caused by your failure to complete the Work within the allotted time. Such sum shall not be construed as a penalty and may be deducted from your payments if such delay occurs.

Contract Value	Liquidated Damages Daily Amount
Less than \$200,001	\$1,000
\$200,001 to \$500,000	\$1,500
\$500,001 to \$1,000,000	\$2,000
\$1,000,001 to \$2,000,000	\$2,500
\$2,000,001 to \$5,000,000	\$3,000
\$5,000,001 to \$10,000,000	\$5,500
\$10,000,001 to \$20,000,000	\$6,500
Greater Than \$20,000,000	\$7,000

SECTION 7 – MEASUREMENT AND PAYMENT

7-3.1 General. To the “WHITEBOOK”, ADD the following:

4. Payment for Revegetation Sign shall be in the Contract Unit Price per each and included in the bid item for “**Revegetation Sign**”. Work shall include full compensation for labor, materials, equipment, tools, and any other related work.

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

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

**TABLE 7-3.9
FIELD ORDER LIMITS**

Contract Price	Maximum Each Field Order Work Amount
Less than \$1,000,001	\$10,000
\$1,000,001 to \$5,000,000	\$20,000
\$5,000,001 to \$10,000,000	\$25,000
\$10,000,001 to \$30,000,000	\$40,000
Greater than \$30,000,000	\$70,000

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

3. This Contract **is not** subject to the provisions of The “WHITEBOOK” for Compensation Adjustments for Price Index Fluctuations for paving asphalt.

SECTION 209 – PRESSURE PIPE

209-1.1.1 General. To the “GREENBOOK”, ADD the following:

1. PVC products, specifically type C900 and C905, as manufactured or distributed by J-M Manufacturing Company or JM Eagle shall not be used on the Contract for pressurized pipe.
2. Refer to AWWA C900-16 for all references to AWWA C905.

209-7.2 Requirements. To the "GREENBOOK", Table 209-7.2 DELETE in its entirety and SUBSTITUTE with the following:

TABLE 209-7.2

Function	Type	Materials/Method
Pipe Contents Identification	Pipe Color (Plastic Pipe or Polywrap ¹)	Blue for Potable Water. Purple for Recycled Water. Green for Sewage.
	AND	
	Stenciling	Stenciling marked on pipe in contrasting color to background color of pipe stating: "POTABLE WATER", "CAUTION RECYCLED WATER - DO NOT DRINK" or "CAUTION SEWER" as appropriate.
		5/8" (16 mm) high letters.
		Repeated at 1 foot (300 mm) intervals.
	OR	
	Identification Tape	Polyethylene tape 6" (150 mm) wide and 4 mils (100 µm) minimum thickness with 2" (50 mm) high letters stating: "POTABLE WATER", "CAUTION RECYCLED WATER - DO NOT DRINK" or "CAUTION SEWER" as appropriate. For pipe > 12" (300 mm) diameter, use 12" (300 mm) wide tape.
		Color - Blue With white letters for potable water, Purple With white letters for recycled water, Green with white letters for sewage.
		Attached to top of pipe with adhesive tape.
	Pipe Warning and Locating	Warning and Locating Tape
Color - blue with black or white letters for potable water, Purple With black or white letters for recycled water, Green with black or white letters for sewage.		
Place in pipe trench 18" (450 mm) above pipe.		
Tape shall contain metallic strip that can be registered by magnetic field locating device.		
OR		
Locating Wire		In lieu of installing metallic warning tape; non-metallic warning tape 18" (450 mm) above pipe and 10-gauge copper wire attached to top of pipe and accessibly terminated may be used.

¹Polywrap shall not be used as pipe color identification for plastic pipe.

SECTION 300 – EARTHWORK

300-1.1 General. To the "WHITEBOOK", ADD the following:

10. Use only hand methods for grubbing within protection zones.

SECTION 402 – UTILITIES

402-2 PROTECTION. To the "WHITEBOOK", item 2, ADD the following:

- g) Refer to **Appendix I - Advanced Metering Infrastructure (AMI) Device Protection** for more information on the protection of AMI devices.

SECTION 800 – MATERIALS

800-1.1.1 General. To the "GREENBOOK", ADD the following:

- 1. Unless otherwise specified on the Contract Documents or required by the Engineer, topsoil shall be designated as Class "C" in accordance with the requirements of 800-1.1.4. Imported Soil, if required, shall be Class "A" topsoil in accordance with the requirements of 800-1.1.2.

800-1.1.4 Class "C" Topsoil. To the "WHITEBOOK", ADD the following:

- 2. "Class "C" Topsoil shall be the native topsoil occurring on site. Topsoil shall be salvaged and stockpiled from areas within the grading limits prior to grading activities. The top 2 inches of native soil shall be stripped and disposed of off-site in a legal manner to reduce contamination by invasive species plants and seeds. Remaining topsoil shall be stripped to a depth of 6 to 12 inches, stockpiled and protected in staging areas within the grading limits. Topsoil shall be tested in accordance with 800-1.1.2, redistributed evenly to complete fine grading, and amended in accordance with the requirements of 800-1.2.4 when rough grading is completed."

800-1.2.5 Mulch. To the "WHITEBOOK", item 3, subsection "i", ADD the following:

Type 9 Mulch shall be 2 inches maximum in size.

800-1.3 Seed. To the "WHITEBOOK", items 3 and 6, DELETE in their entirety.

ADD the following:

- 7. All seed used for erosion control, or other planting specified on the Plans or listed in the specifications shall be furnished in labeled and sealed standard containers with duplicate signed copies of a statement from the vendor certifying that each container of seed delivered is fully labeled in accordance with the California State Agricultural Code stating the certified percent of purity and germination.
- 8. Seed shall be of the type, purity, and application rate as specified in the Construction Documents or approved equal. Seed source shall be approved by Project Biologist prior to order, delivery or seeding activity. Seed shall be acquired from an approved source and certified collected or grown in coastal San Diego County.

SECTION 801 - INSTALLATION

801-9

PAYMENT. To the "WHITEBOOK", ADD the following:

4. Payment for temporary irrigation system shall be paid for at the Contract Unit Price per lump sum and included in the bid item for **"Temporary Irrigation System"**. Work shall include all labor, materials, equipment, tools and incidentals necessary to complete the work including but not limited to; trench excavation, preparation of subgrade, placing and joining pipe, casing, fittings, valves, quick couplers, pull boxes, thrust blocks, backfilling the trench, stabilizers for above ground portions of pipe, permanent resurfacing, pressure testing, installation of water meter and backflow device, connection to point of connection, irrigation controller, removal or abandonment of temporary irrigation system as directed by the Resident Engineer, and all related work necessary to complete the work.
5. Payment for bark mulch shall be paid for at the Contract Unit Price per cubic yard and included in the bid item for **"Bark Mulch"**. Work shall include all labor, materials, equipment, tools, and incidentals necessary to complete the work including but not limited to; placement of bark to a depth of 3-inches where described on project plans. Shredded bark mulch shall consist of shredded bark and wood. Mulch shall be free of germination-inhibiting ingredients. The bark mulch shall have the characteristics of retaining moisture, forming a mat not susceptible to spreading by wind or rain, and providing a good growth medium for plants. Shredded bark mulch may contain up to fifty percent (50%) shredded wood material. Wood chips are not acceptable. Bark mulch shall be free of soil, rocks, and weeds and installed consistent with the project plans.
6. Payment for weed germination shall be paid for at the Contract Unit Price per square foot and included in the bid item for **"Weed Germination"**. Work shall include all labor, materials, equipment, tools, and incidentals necessary to complete the work. Emergent weed prevention shall be performed by the application of an anti-weed agent that is wetland approved (e.g., Aquamaster) placed before the germination of weeds and/or non-native species will be manually cut and removed from the site.
7. Payment for jute mesh netting shall be paid for at the Contract Unit Price per square foot and included in the bid item for **"Jute Mesh Netting (BioNet C125NB or approved equal)"**. Work shall include all labor, materials, equipment, tools and incidentals necessary to complete the work including but not limited to, placement of the jute mesh netting where described on project plans. Jute mesh netting to be made of biodegradable natural organic fiber nets and biodegradable thread. The functional longevity should be a minimum of 24 months, the unvegetated velocity should be 9 ft/sec minimum, and the unvegetated shear stress should be 2.0 lbs/ft² minimum. Refer to the installation guidelines provided by the supplier to complete the work.

8. Payment for container stock includes an additional 15% extra plant material. Material to be either installed or kept at a nursery facility and installed as-needed to compensate for plant mortality.

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

802-1 GENERAL. To the “WHITEBOOK”, ADD the following:

6. The Contractor shall have experience in the installation of wetland and riparian habitat restoration in Southern California, as well as proficiency at native and non-native plant identification and ecology. As outlined in Appendix K Habitat Mitigation and Monitoring Plan (HMMP), the installation and maintenance contractor(s) will be a firm (or firms) holding a valid C-27 Landscape Contracting License from the State of California, a valid Maintenance Gardener Pest Control Business License or Pest Control Business License, and a Qualified Applicator Certificate or Qualified Applicator License, with Category B. The Pest Control Advisor shall have an F Category on their license (for use of herbicides in aquatic habitats).
7. At all times, you shall comply with the requirements of the Project permits and Environmental Documents, Project Habitat Mitigation and Monitoring Plan, the Construction Drawings, and on-site direction from the Project Biologist and the City.
8. The notes and special provisions on the Construction Drawings are an integral part of the construction documents. You shall be fully responsible for reading, understanding, and conforming to all requirements prescribed in said notes and special provisions.
9. You shall have fire containment and extinguishing equipment on site and accessible during all project construction activities.

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

5. You shall retain a qualified Project Biologist to perform biological monitoring Work for this Contract. The qualified Project Biologist shall have experience in the oversight of wetland and riparian habitat restoration installation and post-installation monitoring, including proficiency at native and non-native plant identification and ecology in Southern California. In addition, the qualified Project Biologist will have a bachelor's degree in biology, Environmental Science, Ecology, Landscape Architecture, or other applicable major.
6. You shall coordinate your activities and Schedule with the activities and schedules of the Project Biologist.
7. All pre-construction surveys shall be complete and verified by the City prior to work.

802-2.2 Environmental Constraints. To the "WHITEBOOK", ADD the following:

3. The project area is located within a natural area which includes a variety of sensitive areas including but not limited to, wetlands, waterways, cultural resources, sensitive species, and wildlife habitats. No access, work or impacts are allowed outside the limits of work.
4. All construction access and work under this contract, including clearing, grubbing, grading, excavation, staging and stockpiling shall be confined to within the limits of work and the construction access route as detailed in the Construction Documents.

802-2.3 Construction Fencing. To the "WHITEBOOK", ADD the following:

2. Construction fencing shall be green plastic.
3. You shall maintain construction fencing in good condition for the duration of the construction and plant establishment period. You will repair, reset, or replace fence as needed for the duration of the project.
4. You will repair fence within 5 days of notification by the Resident Engineer or Project Biologist.
5. Fencing that is damaged and replaced shall be removed and disposed of off-site in a legal manner.

802-2.5 Construction Access Route. To the "WHITEBOOK", ADD the following:

5. Construction Access shall be restricted to a single access point from Sorrento Valley Boulevard onto an existing sanitary sewer access road as shown in the Construction Documents. No other access points are available. The access road is also used by pedestrians and cyclists as a trail.
6. The Los Peñasquitos Trail intersects with the sewer access road in the vicinity of the project site and shall remain open during construction. You shall provide construction signage and flagging as needed to protect trail users from construction activities.
7. You shall coordinate with the Resident Engineer and Parks & Recreation Department representative as needed to coordinate trail signage and sewer access road closure during construction.

802-3.2 Licensed Revegetation or Restoration Contractor. To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. You shall retain a licensed Restoration Contractor. You shall submit copies of the qualifications as noted in 802-1.1, "Terms and Responsibilities" and shall obtain the Resident Engineer's approval prior to the pre-construction meeting.

802-3.4

Topsoil. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Prior to any excavation that may occur, all weeds and vegetation shall be removed and disposed of off-site in a legal manner. Project Biologist shall review cleared site before topsoil stripping commences.
2. The top 6 to 8 inches (203.2 mm) of topsoil shall be removed and stored.
3. The salvaged topsoil shall be stored at a location on Site that is approved by the Project Biologist via the Resident Engineer. The topsoil shall be stored separately, protected, and covered by means of an impermeable tarp and appropriate BMPs.
4. You shall not use subsurface soils from the deepest parts of the excavation unless specifically approved by the Resident Engineer and Project Biologist.
5. After topsoil has been stripped and stockpiled, grading and excavation activities shall commence. Subsoil excavated from the project site shall be placed in the upland coastal sage scrub (soil disposal area) adjacent to the Los Peñasquitos Trail as shown in the Construction Documents. Excess subsoil shall be hauled off and disposed of off-site in a legal manner as approved by the Resident Engineer.
6. Rough grading shall be reviewed and approved by the Resident Engineer prior to topsoil placement and fine grading.
7. You shall perform Soils Testing of the exposed subsoil in the approved grading area prior to topsoil placement. Agronomic soil tests shall be performed for a minimum of 5 soil sample locations from the excavated area and an additional 5 soil samples from the topsoil stockpile by an approved testing facility as defined by 800-1.1.2 prior to topsoil spreading and placement. The soil samples shall be collected following approved protocols. Sample locations shall be recorded on a plan and documented with photos. Soil test results shall be provided to the Resident Engineer and Project Biologist for review prior to topsoil placement.
8. You shall perform minor ground contouring (grading) at the direction of the Resident Engineer in accordance with the Project Biologist's recommendations and in accordance with the Contract Documents.
9. If import of topsoil is determined to be necessary, Class B topsoil in accordance with 800-1.1.3, "Class 'B' Topsoil" from a comparable Site shall be provided and tested, as specified. Topsoil quantity, source, and quality shall be approved by the Project Biologist via the Resident Engineer prior to delivery.
10. Topsoil shall be free of Weeds upon delivery or treated as specified for Weed eradication.

802-3.4.2 Topsoil Preparation and Conditioning Procedures. To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. Topsoil shall be reapplied to the disturbed areas at a minimum depth of 6 inches in all planting areas prior to planting and seeding.

802-3.6 Container Stock. To the "WHITEBOOK", item 3, DELETE in its entirety and ADD the following:

3. The Project Biologist shall inspect the container stock plants and the required documentation regarding the quantity, quality, and origin at the nursery or holding area before delivery to the site or Installation to ensure compliance with the Contract Documents. Container stock plants shall originate from coastal San Diego County. Container plants shall be ordered, delivered, separated, labeled, and containerized by species.

To the "WHITEBOOK", ADD the following:

6. Container stock planting conducted shall be as shown on and prescribed in the notes and on the Construction Drawings.

802-3.7 Temporary Irrigation. To the "WHITEBOOK", ADD the following:

6. Provide, install and maintain a temporary spray irrigation system as prescribed in the notes and shown on the Construction Drawings.
7. The City will be responsible for water meter and water costs.
8. An existing point-of-connection, including a water meter and backflow device is located near the construction entrance at Sorrento Valley Boulevard. Revegetation Contractor shall utilize this point of connection to perform the revegetation work as shown in the Construction Drawings.

802-3.9 Hydro Seeding. To the "WHITEBOOK", ADD the following:

5. Hydro Seeding work to be conducted shall be as shown on and as prescribed in the notes and shown on the Construction Drawings.

802-3.10.2 120 Calendar Day PEP. To the "WHITEBOOK", ADD the following:

8. The 120-day Plant Establishment Period shall be as prescribed in the notes and shown on the Construction Drawings.
9. As-built acreage and location for Enhancement and Rehabilitation Areas shall be recorded by the Project Biologist, using GPS, to verify locations and acreages of mitigation polygon types. Additionally, the Project Biologist will also need to conduct a jurisdictional delineation of the site following implementation. The recorded as-built acreage and locations will be utilized for developing record drawings and shall serve as the maintenance area for the 120-day Plant Establishment and Maintenance Period. The record shall be submitted in an 8.5"X11" PDF format for review and approval by the City before entering the 120-day Plant Establishment and Maintenance Period.

10. The following criteria must be met for both the Implementation Phase and the subsequent 120-day Plant Establishment Period to be considered successful:
- a. Maintenance will be performed as necessary to prevent re-seeding by non-native plants and will likely change with varying site conditions and seasons; at a minimum, the installation contractor will conduct monthly maintenance.
 - b. All target invasive species removed or killed in place.
 - c. Mitigation Areas free of trash, inorganic debris, and diseased vegetation, unless the City chooses to leave trash or inorganic debris in place to avoid impacts to sensitive resources.
 - d. No erosion through implementation of BMPs, native planting and seeding.
 - e. 100 percent survivorship of container plants.
 - f. As directed by the City, in coordination with the Project Biologist, diseased vegetation will be handled as specified herein and on the Construction Drawings.
 - g. All native vegetation shall be avoided and protected during work activities.
 - h. Any installed irrigation provides adequate cover and application rates.
 - i. Inspection, maintaining, and replacing torn jute mesh netting shall be required during the PEP. After large storm events, additional inspection and maintenance may be necessary.
 - j. Any replacements plantings added to attain the survivorship criterion must be installed at least 30 days prior to sign off.
 - k. Plant establishment activities and other remedial measures shall be recorded on a weekly basis in conjunction with the weekly site observations for watering and any irrigation, weed and invasive plant eradication, replanting and other maintenance and remedial actions. The records shall be submitted as a report in an 8.5"X11" PDF format for review and approval by the City before Final Project Acceptance.

ADD:

802-3.10.4 As-Built/Completion Report.

- a. In addition to the Final As-Built, upon completion of non-native vegetation removal, you will provide as-built footprints of the enhancement treatment areas to determine the exact quantities and locations of container plant installation.

802-3.10.4.1 Record Drawings.

1. You shall provide and keep up to date at all times, a complete set of full size, bond print record drawings, which shall be corrected daily and show every change during the re-vegetation and restoration, and plant establishment maintenance work. The record drawings shall also show the exact revegetation locations, sizes, and kinds of materials and equipment used during the plant establishment maintenance. Record drawings shall be retained on the site.
2. Based on actual construction, the record drawings shall show as-built conditions for the following:
 - a) A legend listing all materials used;
 - b) Any features installed as results from change orders or field instructions;
 - c) Any known areas not installed as designed;
 - d) Record of any areas that wildlife activity was noticed;
 - e) Areas of weed and invasive plant eradication (locations and quantity), treatment techniques, and species removed;
 - f) Plantings, indicated by species container size, and number of plants installed;
 - g) Percentage of plant survival and provided information of areas that required remedial actions; and
 - h) Any irrigation systems used and locations of their primary components and equipment.
3. Record progress sheets shall be updated daily as the work proceeds, showing the work as actually installed, and shall be the basis for measurement and payment for work completed. Record progress sheets shall be available at all times for observation and shall be kept in a location easily accessible to the City. In the event that the progress sheets are not available for review or not current at the time of any site visit by the City, it will be assumed that no work has been completed and you shall be assessed the cost of that site visit at the current billing rate of the City. No other site observations shall take place without prior payment of this assessment.
4. Make neat and legible notations on the record progress drawings/sheets. The relocated equipment and dimensions shall then be transferred to the final record drawings at the proper time.

5. Before the date of the Final Project Acceptance, transfer all information from the progress sheets to final record drawings prepared as “red-lined” mark-ups on the original contract drawings; said record drawings shall be submitted to the City for approval. Address any comments and make any revisions to the record drawings before the Final Project Acceptance.
6. On or before the date of the Final Project Acceptance, deliver the corrected and completed record drawings to the City. Delivery of the record drawings will not relieve you of the responsibility of furnishing required information that may have been omitted from the record drawings.
7. The final record drawings shall be to scale and reproducible.

802-4 Payment. To the “WHITEBOOK”, ADD the following:

- f. The payment for **“As-Built/Completion Report”** shall cover the work described in Section 802-3.10.4.

SECTION 1001 – CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPs)

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

8. Based on a preliminary assessment by the City, this Contract is subject to **SWPPP Risk Level 2.**
9. The contractor shall obtain a SWPPP within **10 Working Days** from Bid Award.

1001-2.7 Construction Area Entrance and Exit. To the “WHITEBOOK”, ADD the following:

2. Contractor to install temporary construction entrance at the project boundary per the approved engineering grading plan to reduce track on/off into the adjacent public use trail.
3. Contractor to install a second temporary construction entrance at the ultimate right-of-way access point located at Sorrento Valley Boulevard and the existing sewer easement trail to minimize track off into the right-of-way.

1001-2.10 BMP Inspection, Maintenance, and Repair. To the “WHITEBOOK”, ADD the following:

5. Maintenance activities shall be documented by the QSP or QSD in the Construction BMP Maintenance Log for projects subject to SWPPP requirements. See **Appendix F - SWPPP Construction BMP Maintenance Log.**

SUPPLEMENTARY SPECIAL PROVISIONS

APPENDICES

APPENDIX A
ENVIRONMENTAL DOCUMENTS

For the above document, please refer to link below:

<https://drive.google.com/drive/folders/1tXHSzwU5kW17Ekw6zGjsbj-CN0OdyoLO>

APPENDIX B
FIRE HYDRANT METER PROGRAM

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 1 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

1. **PURPOSE**

- 1.1 To establish a Departmental policy and procedure for issuance, proper usage and charges for fire hydrant meters.

2. **AUTHORITY**

- 2.1 All authorities and references shall be current versions and revisions.
- 2.2 San Diego Municipal Code (NC) Chapter VI, Article 7, Sections 67.14 and 67.15
- 2.3 Code of Federal Regulations, Safe Drinking Water Act of 1986
- 2.4 California Code of Regulations, Titles 17 and 22
- 2.5 California State Penal Code, Section 498B.0
- 2.6 State of California Water Code, Section 110, 500-6, and 520-23
- 2.7 Water Department Director

Reference

- 2.8 State of California Guidance Manual for Cross Connection Programs
- 2.9 American Water Works Association Manual M-14, Recommended Practice for Backflow Prevention
- 2.10 American Water Works Association Standards for Water Meters
- 2.11 U.S.C. Foundation for Cross Connection Control and Hydraulic Research Manual

3. **DEFINITIONS**

- 3.1 **Fire Hydrant Meter:** A portable water meter which is connected to a fire hydrant for the purpose of temporary use. (These meters are sometimes referred to as Construction Meters.)

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 2 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

3.2 **Temporary Water Use:** Water provided to the customer for no longer than twelve (12) months.

3.3 **Backflow Preventor:** A Reduced Pressure Principal Assembly connected to the outlet side of a Fire Hydrant Meter.

4. **POLICY**

4.1 The Water Department shall collect a deposit from every customer requiring a fire hydrant meter and appurtenances prior to providing the meter and appurtenances (see Section 7.1 regarding the Fees and Deposit Schedule). The deposit is refundable upon the termination of use and return of equipment and appurtenances in good working condition.

4.2 Fire hydrant meters will have a 2 ½" swivel connection between the meter and fire hydrant. The meter shall not be connected to the 4" port on the hydrant. All Fire Hydrant Meters issued shall have a Reduced Pressure Principle Assembly (RP) as part of the installation. Spanner wrenches are the only tool allowed to turn on water at the fire hydrant.

4.3 The use of private hydrant meters on City hydrants is prohibited, with exceptions as noted below. All private fire hydrant meters are to be phased out of the City of San Diego. All customers who wish to continue to use their own fire hydrant meters must adhere to the following conditions:

a. Meters shall meet all City specifications and American Water Works Association (AWWA) standards.

b. Customers currently using private fire hydrant meters in the City of San Diego water system will be allowed to continue using the meter under the following conditions:

1. The customer must submit a current certificate of accuracy and calibration results for private meters and private backflows annually to the City of San Diego, Water Department, Meter Shop.

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 3 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

2. The meter must be properly identifiable with a clearly labeled serial number on the body of the fire hydrant meter. The serial number shall be plainly stamped on the register lid and the main casing. Serial numbers shall be visible from the top of the meter casing and the numbers shall be stamped on the top of the inlet casing flange.
3. All meters shall be locked to the fire hydrant by the Water Department, Meter Section (see Section 4.7).
4. All meters shall be read by the Water Department, Meter Section (see Section 4.7).
5. All meters shall be relocated by the Water Department, Meter Section (see Section 4.7).
6. These meters shall be tested on the anniversary of the original test date and proof of testing will be submitted to the Water Department, Meter Shop, on a yearly basis. If not tested, the meter will not be allowed for use in the City of San Diego.
7. All private fire hydrant meters shall have backflow devices attached when installed.
8. The customer must maintain and repair their own private meters and private backflows.
9. The customer must provide current test and calibration results to the Water Department, Meter Shop after any repairs.
10. When private meters are damaged beyond repair, these private meters will be replaced by City owned fire hydrant meters.

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SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 4 OF 10	EFFECTIVE DATE October 15, 2002
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11. When a private meter malfunctions, the customer will be notified and the meter will be removed by the City and returned to the customer for repairs. Testing and calibration results shall be given to the City prior to any re-installation.
 12. The register shall be hermetically sealed straight reading and shall be readable from the inlet side. Registration shall be in hundred cubic feet.
 13. The outlet shall have a 2 ½ "National Standards Tested (NST) fire hydrant male coupling.
 14. Private fire hydrant meters shall not be transferable from one contracting company to another (i.e. if a company goes out of business or is bought out by another company).
- 4.4 All fire hydrant meters and appurtenances shall be installed, relocated and removed by the City of San Diego, Water Department. All City owned fire hydrant meters and appurtenances shall be maintained by the City of San Diego, Water Department, Meter Services.
- 4.5 If any fire hydrant meter is used in violation of this Department Instruction, the violation will be reported to the Code Compliance Section for investigation and appropriate action. Any customer using a fire hydrant meter in violation of the requirements set forth above is subject to fines or penalties pursuant to the Municipal Code, Section 67.15 and Section 67.37.
- 4.6 **Conditions and Processes for Issuance of a Fire Hydrant Meter**

Process for Issuance

- a. Fire hydrant meters shall only be used for the following purposes:
 1. Temporary irrigation purposes not to exceed one year.

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
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2. Construction and maintenance related activities (see Tab 2).

- b. No customer inside or outside the boundaries of the City of San Diego Water Department shall resell any portion of the water delivered through a fire hydrant by the City of San Diego Water Department.
- c. The City of San Diego allows for the issuance of a temporary fire hydrant meter for a period not to exceed 12 months (365 days). An extension can only be granted in writing from the Water Department Director for up to 90 additional days. A written request for an extension by the consumer must be submitted at least 30 days prior to the 12 month period ending. No extension shall be granted to any customer with a delinquent account with the Water Department. No further extensions shall be granted.
- d. Any customer requesting the issuance of a fire hydrant meter shall file an application with the Meter Section. The customer must complete a "Fire Hydrant Meter Application" (Tab 1) which includes the name of the company, the party responsible for payment, Social Security number and/or California ID, requested location of the meter (a detailed map signifying an exact location), local contact person, local phone number, a contractor's license (or a business license), description of specific water use, duration of use at the site and full name and address of the person responsible for payment.
- e. At the time of the application the customer will pay their fees according to the schedule set forth in the Rate Book of Fees and Charges, located in the City Clerk's Office. All fees must be paid by check, money order or cashiers check, made payable to the City Treasurer. Cash will not be accepted.
- f. No fire hydrant meters shall be furnished or relocated for any customer with a delinquent account with the Water Department.
- g. After the fees have been paid and an account has been created, the

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meter shall be installed within 48 hours (by the second business day). For an additional fee, at overtime rates, meters can be installed within 24 hours (within one business day).

4.7 Relocation of Existing Fire Hydrant Meters

- a. The customer shall call the Fire Hydrant Meter Hotline (herein referred to as "Hotline"), a minimum of 24 hours in advance, to request the relocation of a meter. A fee will be charged to the existing account, which must be current before a work order is generated for the meter's relocation.
- b. The customer will supply in writing the address where the meter is to be relocated (map page, cross street, etc). The customer must update the original Fire Hydrant Meter Application with any changes as it applies to the new location.
- c. Fire hydrant meters shall be read on a monthly basis. While fire hydrant meters and backflow devices are in service, commodity, base fee and damage charges, if applicable, will be billed to the customer on a monthly basis. If the account becomes delinquent, the meter will be removed.

4.8 Disconnection of Fire Hydrant Meter

- a. After ten (10) months a "Notice of Discontinuation of Service" (Tab 3) will be issued to the site and the address of record to notify the customer of the date of discontinuance of service. An extension can only be granted in writing from the Water Department Director for up to 90 additional days (as stated in Section 4.6C) and a copy of the extension shall be forwarded to the Meter Shop Supervisor. If an extension has not been approved, the meter will be removed after twelve (12) months of use.
- b. Upon completion of the project the customer will notify the Meter Services office via the Hotline to request the removal of the fire hydrant meter and appurtenances. A work order will be generated

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for removal of the meter.

- c. Meter Section staff will remove the meter and backflow prevention assembly and return it to the Meter Shop. Once returned to the Meter Shop the meter and backflow will be tested for accuracy and functionality.
- d. Meter Section Staff will contact and notify Customer Services of the final read and any charges resulting from damages to the meter and backflow or its appurtenance. These charges will be added on the customer's final bill and will be sent to the address of record. Any customer who has an outstanding balance will not receive additional meters.
- e. Outstanding balances due may be deducted from deposits and any balances refunded to the customer. Any outstanding balances will be turned over to the City Treasurer for collection. Outstanding balances may also be transferred to any other existing accounts.

5. **EXCEPTIONS**

- 5.1 Any request for exceptions to this policy shall be presented, in writing, to the Customer Support Deputy Director, or his/her designee for consideration.

6. **MOBILE METER**

- 6.1 Mobile meters will be allowed on a case by case basis. All mobile meters will be protected by an approved backflow assembly and the minimum requirement will be a Reduced Pressure Principal Assembly. The two types of Mobile Meters are vehicle mounted and floating meters. Each style of meters has separate guidelines that shall be followed for the customer to retain service and are described below:
 - a) **Vehicle Mounted Meters:** Customer applies for and receives a City owned Fire Hydrant Meter from the Meter Shop. The customer mounts the meter on the vehicle and brings it to the Meter Shop for

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inspection. After installation is approved by the Meter Shop the vehicle and meter shall be brought to the Meter Shop on a monthly basis for meter reading and on a quarterly basis for testing of the backflow assembly. Meters mounted at the owner's expense shall have the one year contract expiration waived and shall have meter or backflow changed if either fails.

- b) **Floating Meters:** Floating Meters are meters that are not mounted to a vehicle. **(Note: All floating meters shall have an approved backflow assembly attached.)** The customer shall submit an application and a letter explaining the need for a floating meter to the Meter Shop. The Fire Hydrant Meter Administrator, after a thorough review of the needs of the customer, (i.e. number of jobsites per day, City contract work, lack of mounting area on work vehicle, etc.), may issue a floating meter. At the time of issue, it will be necessary for the customer to complete and sign the "Floating Fire Hydrant Meter Agreement" which states the following:

- 1) The meter will be brought to the Meter Shop at 2797 Caminito Chollas, San Diego on the third week of each month for the monthly read by Meter Shop personnel.
- 2) Every other month the meter will be read and the backflow will be tested. This date will be determined by the start date of the agreement.

If any of the conditions stated above are not met the Meter Shop has the right to cancel the contract for floating meter use and close the account associated with the meter. The Meter Shop will also exercise the right to refuse the issuance of another floating meter to the company in question.

Any Fire Hydrant Meter using reclaimed water shall not be allowed use again with any potable water supply. The customer shall incur the cost of replacing the meter and backflow device in this instance.

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7. **FEE AND DEPOSIT SCHEDULES**

- 7.1 **Fees and Deposit Schedules:** The fees and deposits, as listed in the Rate Book of Fees and Charges, on file with the Office of the City Clerk, are based on actual reimbursement of costs of services performed, equipment and materials. These deposits and fees will be amended, as needed, based on actual costs. Deposits, will be refunded at the end of the use of the fire hydrant meter, upon return of equipment in good working condition and all outstanding balances on account are paid. Deposits can also be used to cover outstanding balances.

All fees for equipment, installation, testing, relocation and other costs related to this program are subject to change without prior notification. The Mayor and Council will be notified of any future changes.

8. **UNAUTHORIZED USE OF WATER FROM A HYDRANT**

- 8.1 Use of water from any fire hydrant without a properly issued and installed fire hydrant meter is theft of City property. Customers who use water for unauthorized purposes or without a City of San Diego issued meter will be prosecuted.
- 8.2 If any unauthorized connection, disconnection or relocation of a fire hydrant meter, or other connection device is made by anyone other than authorized Water Department personnel, the person making the connection will be prosecuted for a violation of San Diego Municipal Code, Section 67.15. In the case of a second offense, the customer's fire hydrant meter shall be confiscated and/or the deposit will be forfeited.
- 8.3 Unauthorized water use shall be billed to the responsible party. Water use charges shall be based on meter readings, or estimates when meter readings are not available.
- 8.4 In case of unauthorized water use, the customer shall be billed for all applicable charges as if proper authorization for the water use had been obtained, including but not limited to bi-monthly service charges, installation charges and removal charges.

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- 8.5 If damage occurs to Water Department property (i.e. fire hydrant meter, backflow, various appurtenances), the cost of repairs or replacements will be charged to the customer of record (applicant).

Water Department Director

- Tabs: 1. Fire Hydrant Meter Application
2. Construction & Maintenance Related Activities With No Return To Sewer
3. Notice of Discontinuation of Service

APPENDIX

Administering Division: Customer Support Division

Subject Index: Construction Meters
Fire Hydrant
Fire Hydrant Meter Program
Meters, Floating or Vehicle Mounted
Mobile Meter
Program, Fire Hydrant Meter

Distribution: DI Manual Holders



Application for Fire (EXHIBIT A) Hydrant Meter

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

Meter Information

Application Date	Requested Install Date:
------------------	-------------------------

Fire Hydrant Location: (Attach Detailed Map//Thomas Bros. Map Location or Construction drawing.) <u>Zip:</u>	<u>T.B.</u>	<u>G.B. (CITY USE)</u>
Specific Use of Water:		
Any Return to Sewer or Storm Drain, If so, explain:		
Estimated Duration of Meter Use: <input type="text"/>	<input type="checkbox"/>	Check Box if Reclaimed Water

Company Information

Company Name:			
Mailing Address:			
City:	State:	Zip:	Phone: ()
*Business license#		*Contractor license#	
A Copy of the Contractor's license OR Business License is required at the time of meter issuance.			
Name and Title of Billing Agent: (PERSON IN ACCOUNTS PAYABLE)			Phone: ()
Site Contact Name and Title:			Phone: ()
Responsible Party Name:			Title:
Cal ID#			Phone: ()
Signature:		Date:	
Guarantees Payment of all Charges Resulting from the use of this Meter. Insures that employees of this Organization understand the proper use of Fire Hydrant Meter			

Fire Hydrant Meter Removal Request		Requested Removal Date:
<input type="text"/>		
Provide Current Meter Location if Different from Above:		
Signature:		Title: Date:
Phone: ()	Pager: ()	

<input type="checkbox"/> City Meter	<input type="checkbox"/> Private Meter	
Contract Acct #:	Deposit Amount: \$ 936.00	Fees Amount: \$ 62.00
Meter Serial #	Meter Size: 05	Meter Make and Style: 6-7
Backflow #	Backflow Size:	Backflow Make and Style:
Name:	Signature:	Date:

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

Auto Detailing
Backfilling
Combination Cleaners (Vactors)
Compaction
Concrete Cutters
Construction Trailers
Cross Connection Testing
Dust Control
Flushing Water Mains
Hydro Blasting
Hydro Seeing
Irrigation (for establishing irrigation only; not continuing irrigation)
Mixing Concrete
Mobile Car Washing
Special Events
Street Sweeping
Water Tanks
Water Trucks
Window Washing

Note:

1. If there is any return to sewer or storm drain, then sewer and/or storm drain fees will be charges.

Date

Name of Responsible Party

Company Name and Address

Account Number: _____

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

The authorization for use of Fire Hydrant Meter # _____, located at *(Meter Location Address)* ends in 60 days and will be removed on or after *(Date Authorization Expires)*. Extension requests for an additional 90 days must be submitted in writing for consideration 30 days prior to the discontinuation date. If you require an extension, please contact the Water Department, or mail your request for an extension to:

City of San Diego
Water Department
Attention: Meter Services
2797 Caminito Chollas
San Diego, CA 92105-5097

Should you have any questions regarding this matter, please call the Fire Hydrant Hotline at (619) _____ - _____.

Sincerely,

Water Department

APPENDIX C

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 D

SAMPLE CITY INVOICE

City of San Diego, CM&FE Div., 9573 Chesapeake Drive, SD CA 92123

Project Name:

Work Order No or Job Order No.

City Purchase Order No.

Resident Engineer (RE):

RE Phone#: Fax#:

Contractor's Name:

Contractor's Address:

Contractor's Phone #:

Contractor's fax #:

Contact Name:

Invoice No.

Invoice Date:

Billing Period: (To)

Trigger Asset	Item #	Item Description	Contract Authorization				Previous Totals To Date		This Estimate		Totals to Date		Amount Remaining
			Unit	Price	Qty	Extension	%/QTY	Amount	% / QTY	Amount	% / QTY	Amount	
	1				1.00	\$ -		\$0.00		\$0.00	0.00	\$0.00	\$ -
	2				1.00	\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	3				1.00	\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	4				1.00	\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	5				1.00	\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	6				1.00	\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	7				1.00	\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	8				1.00	\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	5				1.00	\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	6					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	7					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	8					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	9					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	10					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	11					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	12					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	13					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	14					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	15					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	16					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
	17					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
						\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
		CHANGE ORDER No.				\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
						\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -
		Total Auhtorized Amount (Original)				\$ -		\$0.00		\$0.00		\$0.00	\$ -
		Total Authorized Amount (including approved Change Order)				\$ -		\$0.00		\$0.00	Total Billed	\$0.00	Total Amount Remaining
								\$0.00		\$0.00		\$ -	

SUMMARY

A. Original Contract Amount	\$0.00
B. Approved Change Order #00 Thru #00	\$0.00
C. Total Authorized Amount (A+B)	\$0.00
D. Total Billed to Date	\$0.00
E. Less Total Retention (5% of D)	\$0.00
F. Less Total Previous Payments	\$0.00
G. Payment Due Less Retention	\$0.00
H. Remaining Authorized Amount	\$0.00

I certify that the materials have been received by me, or services have been rendered, in the quality and quantity specified per the approved contracted amounts, and is approved for payment

Resident Engineer

Date

Construction Engineer

Date

Retention and/or Escrow Payment Schedule

Total Retention Required as of this billing (Item E)	\$0.00
Previous Retention Withheld in PO or in Escrow	\$0.00
Add'l Amt to Withhold in PO/Transfer in Escrow:	\$0.00
Amt to Release to Contractor from PO/Escrow:	\$0.00

Contractor Signature and Date: _____

1/10/2024 Rev

El Cuervo del Sur Phase II Wetland Mitigation

K-25-2292-DBB-3

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APPENDIX E
LOCATION MAP

El Cuervo del Sur Phase II Wetland Mitigation

Project Manager: Sarina Martin | **Senior Engineer:** Sumer Hasenin

Council District 6 | IO: 21005027



**Proposed Mitigation
Site - El Cuervo II**



Esri Community Maps Contributors, SanGIS, California State Parks, ©
OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph,
GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA,
NPS, US Census Bureau, USDA, USFWS, Maxar



THINK BLUE™
City of San Diego
Stormwater Department



0 125 250 500 750
Feet



APPENDIX F
SWPPP CONSTRUCTION BMP MAINTENANCE LOG

SWPPP Construction BMP Maintenance Log

Examples of construction BMP maintenance activities include but are not limited to tasks listed below. The contractor is ultimately responsible for compliance with the Storm Water Standards Manual and/or the Construction General Permit, and for ensuring all BMPs function per manufacturer's specifications. Use the attached log to schedule and document maintenance activities. The log shall be kept with the project SWPPP document at all times.

Construction BMP Maintenance Activities

- Maintain stabilized construction entrances/exits
- Redress gravel/rock to full coverage and remove any sediment accumulation
- Remove and replace geotextile/compost blanket/plastic with holes or tears
- Redress and restabilize erosion or rilling greater than 1-inch deep
- Reapply hydraulic stabilization products to full coverage
- Remove and replace silt fence/fiber roll/gravel bags/etc. with holes or tears
- Reinstall or replace silt fence/fiber roll/etc. with sags
- Remove sediment accumulation from perimeter controls
- Remove sediment accumulation from storm drain inlet protection and check dams
- Remove sediment accumulation from energy dissipators
- Repair or remove any vehicle/equipment that leaks
- Remove any accumulation in drip pans or containment
- Empty concrete washouts when they reach 75% capacity
- Empty waste disposal containers when they reach 95% capacity

Construction BMP Maintenance Log

Project Title:

WBS/IO No:

WDID:

Scheduled Date/Time	Completion Date/Time	Location	Maintenance Tasks Performed	Logged By

APPENDIX G

SAMPLE ARCHAEOLOGY INVOICE

(FOR ARCHAEOLOGY ONLY)

Company Name

Address, telephone, fax

Date: Insert Date

To: Name of Resident Engineer
City of San Diego
Construction Management and
Field Services Division
9573 Chesapeake Drive
San Diego, CA 92123-1304

Project Name: Insert Project Name

SAP Number (WBS/IO/CC): Insert SAP Number

Drawing Number: Insert Drawing Number

Invoice period: Insert Date to Insert Date

Work Completed: Bid item Number – Description of Bid Item – Quantity – Unit Price– Amount

Detailed summary of work completed under this bid item: Insert detailed description of Work related to Archaeology Monitoring Bid item. See Note 1 below.

Summary of charges:

Description of Services	Name	Start Date	End Date	Total Hours	Hourly Rate	Amount
Field Archaeologist	Joe Smith	8/29/2011	9/2/2011	40	\$84	\$3,360
Laboratory Assistant	Jane Doe	8/29/2011	9/2/2011	2	\$30	\$60
Subtotal						\$3,420

Work Completed: Bid item Number – Description of Bid Item – Quantity – Unit Price– Amount

Detailed summary of work completed under this bid item: Insert detailed description of Work related to Archaeology Curation/Discovery Bid item. See Note 2 below.

Summary of charges:

Description of Services	Where work occurred (onsite vs offsite/lab)	Name	Start Date	End Date	Total Hours	Hourly Rate	Amount
Field Archaeologist		Joe Smith	8/29/2011	9/2/2011	40	\$84	\$3,360
Laboratory Assistant		Jane Doe	8/29/2011	9/2/2011	2	\$30	\$60
Subtotal							\$3,420

Total this invoice: \$ _____

Total invoiced to date: \$ _____

Note 1:

For monitoring related bid items or work please include summary of construction work that was monitored from Station to Station, Native American monitors present, MMC coordination, status and nature of monitoring and if any discoveries were made.

Note 2:

For curation/discovery related bid items or work completed as part of a discovery and curation process, the PI must provide a response to the following questions along with the invoice:

1. Preliminary results of testing including tentative recommendations regarding eligibility for listing in the California Register of Historical Resources (California Register).
 - a. Please briefly describe your application (consideration) of all four California Register criteria.
 - b. If the resource is eligible under Criterion D, please define the important information that may be present.
 - c. Were specialized studies performed? How many personnel were required? How many Native American monitors were present?
 - d. What is the age of the resource?
 - e. Please define types of artifacts to be collected and curated, including quantity of boxes to be submitted to the San Diego Archaeological Center (SDAC). How many personnel were required? How many Native American monitors were present?
2. Preliminary results of data recovery and a definition of the size of the representative sample.
 - a. Were specialized studies performed? Please define types of artifacts to be collected and curated, including quantity of boxes to be submitted to the SDAC. How many personnel were required? How many Native American monitors were present?
3. What resources were discovered during monitoring?
4. What is the landform context and what is the integrity of the resources?
5. What additional studies are necessary?
6. Based on application of the California Register criteria, what is the significance of the resources?
 - a. If the resource is eligible for the California Register, can the resource be avoided by construction?
 - b. If not, what treatment (mitigation) measures are proposed? Please define data to be recovered (if necessary) and what material will be submitted to the SDAC for curation. Are any specialized studies proposed?

(After the first invoice, not all the above information needs to be re-stated, just revise as applicable).

APPENDIX H

SAMPLE OF PUBLIC NOTICE



CONSTRUCTION NOTICE

PROJECT TITLE

Work on your street will begin within one week to replace the existing water mains servicing your community.

The work will consist of:

- Saw-cutting and trench work on Ingulf Street from Morena Boulevard to Galveston Street to install new water mains, water laterals and fire hydrants.
- Streets where trenching takes place will be resurfaced and curb ramps will be upgraded to facilitate access for persons with disabilities where required.
- This work is anticipated to be complete in your community by December 2016.

How your neighborhood may be impacted:

- Water service to some properties during construction will be provided by a two-inch highline pipe that will run along the curb. To report a highline leak call 619-515-3525.
- Temporary water service disruptions are planned. If planned disruptions impact your property, you will receive advance notice.
- Parking restrictions will exist because of the presence of construction equipment and materials.
- "No Parking" signs will be displayed 72 hours in advance of the work.
- Cars parked in violation of signs will be TOWED.

Hours and Days of Operation:

Monday through Friday X:XX AM to X:XX PM.

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX



CONSTRUCTION NOTICE

PROJECT TITLE

Work on your street will begin within one week to replace the existing water mains servicing your community.

The work will consist of:

- Saw-cutting and trench work on Ingulf Street from Morena Boulevard to Galveston Street to install new water mains, water laterals and fire hydrants.
- Streets where trenching takes place will be resurfaced and curb ramps will be upgraded to facilitate access for persons with disabilities where required.
- This work is anticipated to be complete in your community by December 2016.

How your neighborhood may be impacted:

- Water service to some properties during construction will be provided by a two-inch highline pipe that will run along the curb. To report a highline leak call 619-515-3525.
- Temporary water service disruptions are planned. If planned disruptions impact your property, you will receive advance notice.
- Parking restrictions will exist because of the presence of construction equipment and materials.
- "No Parking" signs will be displayed 72 hours in advance of the work.
- Cars parked in violation of signs will be TOWED.

Hours and Days of Operation:

Monday through Friday X:XX AM to X:XX PM.

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX

APPENDIX I

ADVANCED METERING INFRASTRUCTURE (AMI) DEVICE PROTECTION

Protecting AMI Devices in Meter Boxes and on Street Lights

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

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

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

- A. Endpoints, see Photo 1:

Photo 1



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



Network Devices, see Photo 3:



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

Photo 4



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

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

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

Photo 5

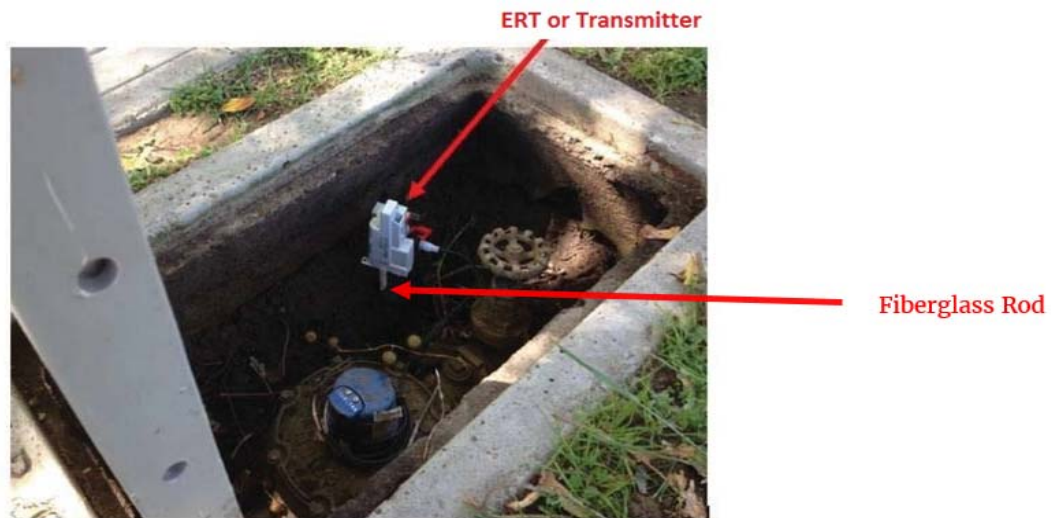


Photo 6 below is an example of disturbance that shall be avoided:

Photo 6



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

Photo 7



Another component of the AMI system are the Network Devices. The Network Devices are strategically placed units (mainly on street light poles) that collect interval meter reading data from multiple meters for transmission to the Department Control Computer. **If you come across any of these devices on street lights that will be removed or replaced (refer to Photos 8 and 9 below), notify Elvira Santiesteban, Compliance & Metering Manager 619-380-3804 and Kevin Wilson, Senior Water Utility Supervisor 619-857-8257 immediately.**

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

Photo 8



Network Device

Photo 9



If you encounter any bad installations, disconnected/broken/buried endpoints, or inadvertently damage any AMI devices or cables, notify the Resident Engineer immediately. The Resident Engineer will then immediately contact Elvira Santiesteban, Compliance & Metering Manager 619-380-3804 and Kevin Wilson, Senior Water Utility Supervisor 619-857-8257.

Rev. 9.11.2023

APPENDIX J
WASTE MANAGEMENT PLAN AND FORMS

Waste Management Form - Part I

Construction & Demolition (C&D) Debris Deposit Program

Required for projects described in Municipal Code §66.0601-66.0610.

Deposit will be fully refunded if at least 50%* of ALL debris generated from the project is recycled.
 If the minimum required recycling rate is not met, the deposit refund will be prorated. **Deposit refund requests must be accompanied by weigh tickets for ALL debris generated, including all trash, salvage, reuse and recycling, and be submitted within 180 days from final inspection.** Refer to **Information Bulletin 119** for details on acceptable documentation.

Complete Part I before obtaining a building, combination or demolition permit.
Submit this form and your deposit to the Development Services Department staff at permit issuance.

Refundable Party Contact Information:

Name _____ Title _____ Company _____
 Address _____ City _____ State _____ Zip _____
 Phone _____ Email _____

Project Information:

Approval/Permit No. _____ Project Title _____
 Project Address _____ Zip _____
 Project Type: ☐ New Construction ☐ Addition/Alteration ☐ Demolition
 Building Type: ☐ Commercial ☐ Residential
 Estimated Square Feet _____
 Estimated Start Date ____/____/____
 Estimated Completion Date ____/____/____

TO BE FILLED OUT BY DSD STAFF

“C&D Deposit” Paid \$ _____

Invoice # _____ Date Paid _____

Fill out the table with estimated quantities in tons for each material that will be generated by your project. Note: A + B = C
 Please use the *City Construction and Demolition Debris Conversion Table* if converting from volume to tonnage.

Material Type	A Estimated Salvage, Reuse or Recycle	B Estimated Disposal (Trash)	C Estimated Total Debris Quantity	Hauler	Certified Recycling Facility or Disposal Destination
Asphalt & Concrete					
Brick / Masonry / Tile					
Cabinets, Doors, Fixtures, Windows (circle all that apply)					
Cardboard					
Carpet, Padding / Foam					
Ceiling Tile (acoustic)					
Dirt					
Drywall					
Landscape Debris					
Mixed C&D Debris					
Mixed Inerts					
Roofing Materials					
Scrap Metal					
Stucco					
Unpainted Wood & Pallets					
Garbage / Trash					
Other:					
TOTAL					

To estimate Recycling Rate: (Total A/Total C) x 100 = Recycling %
MINIMUM RECYCLING RATE FOR ALL DEBRIS FROM YOUR PROJECT IS CURRENTLY 50%*
 * Recycling rate is subject to change; check **Information Bulletin 119** for current rate.

C&D debris may contain paint, asbestos, mercury switches, light bulbs, ballasts or other hazardous wastes that require removal prior to disposal.
 The Miramar Landfill cannot accept hazardous waste. For information on waste acceptance at the Miramar Landfill, call (858) 694-7000.

Waste Management Form - Part II

Construction & Demolition (C&D) Debris Deposit Program

Required for projects described in Municipal Code §66.0601-66.0610.

Complete Part II after final inspection.

Submit with ALL trash, salvage, reuse and recycling weigh tickets.

Please refer to **Information Bulletin 119** for details on acceptable documentation.

Send this completed form and all documentation:

By Mail

City of San Diego
Environmental Services Department
Attn: C&D Diversion Coordinator
9601 Ridgehaven Court, Suite 320
San Diego, CA 92123-1636

By Fax

Attn: C&D Diversion Coordinator
(858) 492-5089

By Email

ESD_CD@sanidiego.gov

Applicants must submit refund requests within 180 days from project final inspection. Requests submitted after 180 days will not be eligible for a refund. Refunds will not be issued if all requested information and documentation is not provided. Refunds will be mailed within 45 business days following receipt of all proper forms and documentations. If the minimum required recycling rate specified in Information Bulletin 119 is not met, the deposit refund will be prorated.

Project Information

Approval/Permit No. _____ Project No. _____ Project Title _____

Final Inspection Date ____/____/____ Project Address _____

Affirmation

Applicant is advised of San Diego Municipal Code section 11.0401(b) which states: "No person willfully shall make a false statement or fail to report any material fact in any application for City license, permit, certificate, employment or other City action under the provisions of the San Diego Municipal Code."

I certify under penalty of perjury under the laws of the State of California that the information provided in and with this form pertains to construction and demolition debris generated only from the project listed in Part I, that I have reviewed the accuracy of the information, and that the information is true and correct to the best of my knowledge and belief.

Name _____ Title _____ Company _____

Signature _____ Date _____

Payment Information

Check will be made payable to the Refundable Party identified on the Development Services Department's paid invoice on which the "C&D Deposit" was assessed. Please provide complete mailing address below.

If payment is to be made to a different party, the Refundable Party must sign in the box below, designate to whom the check will be payable, and provide complete mailing address.

By signing my name, I _____, _____, _____,
Refundable Party on invoice (print name) Company Signature
authorize the refund check to be made payable to: _____.

Refund Mailing

Address _____ City _____ State ____ Zip+4 _____

**For more information, please contact the City of San Diego Environmental Services Department:
(858) 694-7000 or visit www.recyclingworks.com**

APPENDIX K
MITIGATION AND MONITORING PLAN

Final

EL CUERVO DEL SUR PHASE II WETLAND MITIGATION PROJECT

Habitat Mitigation and Monitoring Plan

Prepared for
City of San Diego
Stormwater Department

October 2022



Final

EL CUERVO DEL SUR PHASE II WETLAND MITIGATION PROJECT

Habitat Mitigation and Monitoring Plan

Prepared for
City of San Diego
Stormwater Department

October 2022

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Oakland	San Francisco	

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OUR COMMITMENT TO SUSTAINABILITY | ESA helps a variety of public and private sector clients plan and prepare for climate change and emerging regulations that limit GHG emissions. ESA is a registered assessor with the California Climate Action Registry, a Climate Leader, and founding reporter for the Climate Registry. ESA is also a corporate member of the U.S. Green Building Council and the Business Council on Climate Change (BC3). Internally, ESA has adopted a Sustainability Vision and Policy Statement and a plan to reduce waste and energy within our operations. This document was produced using recycled paper.

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ACRONYMS AND ABBREVIATIONS

AGE	Allied Geotechnical Engineers, Inc.
AMSL	above mean sea level
APRM	Advanced Permittee Responsible Mitigation
ASMD	Area Specific Management Directives
BC3	Business Council on Climate Change
BMP	Best Management Practice
CCC	California Coastal Commission
CDFW	California Department of Fish and Wildlife
City	City of San Diego
CRAM	California Rapid Assessment Method
DSD	City of San Diego Development Services Department
EP	environmental protocols
ESA	Environmentally Sensitive Area
FE	Federally Endangered
GIS	geographic information system
HELIX	Helix Environmental Planning, Inc.
HMMP	Habitat Mitigation and Monitoring Plan
HU	Hydrologic Unit
KPI	Key Performance Indicator
lbs.	pounds
MHPA	Multi-Habitat Planning Area
MM	mitigation measures
MMC	Mitigation Monitoring Coordination
MSCP	Multiple Species Conservation Program
MWMP	Municipal Waterways Maintenance Plan
NRMP	Natural Resources Management Plan
PEP	plant establishment period

Phase I mitigation site	El Cuervo del Sur Phase I Mitigation Site
Phase II mitigation site	El Cuervo del Sur Phase II Mitigation Site
Phase I project	El Cuervo del Sur Phase I Mitigation Project
Phase II project	El Cuervo del Sur Phase II Mitigation Project
PRD	City of San Diego Parks and Recreation Department
Preserve	Los Peñasquitos Canyon Preserve
Procedures	Procedures for the Discharges of Dredged or Fill Material to Waters of the State
Qualified Biologist	Qualified Biological Monitor/Qualified Biologist
RWQCB	Regional Water Quality Control Board
SCR	Substantial Conformance Review
SE	State Endangered
SMARA	State Surface Mining and Reclamation Act
SSC	Species of Special Concern
SWD	City of San Diego Stormwater Department
U.S.	United States
USACE	U.S. Army Corps of Engineers
USACE-MFR	U.S. Army Corps of Engineers Memorandum for the Record
USGS	U.S. Geological Survey
WMP	Watershed Master Plan

EL CUERVO DEL SUR PHASE II MITIGATION PROJECT

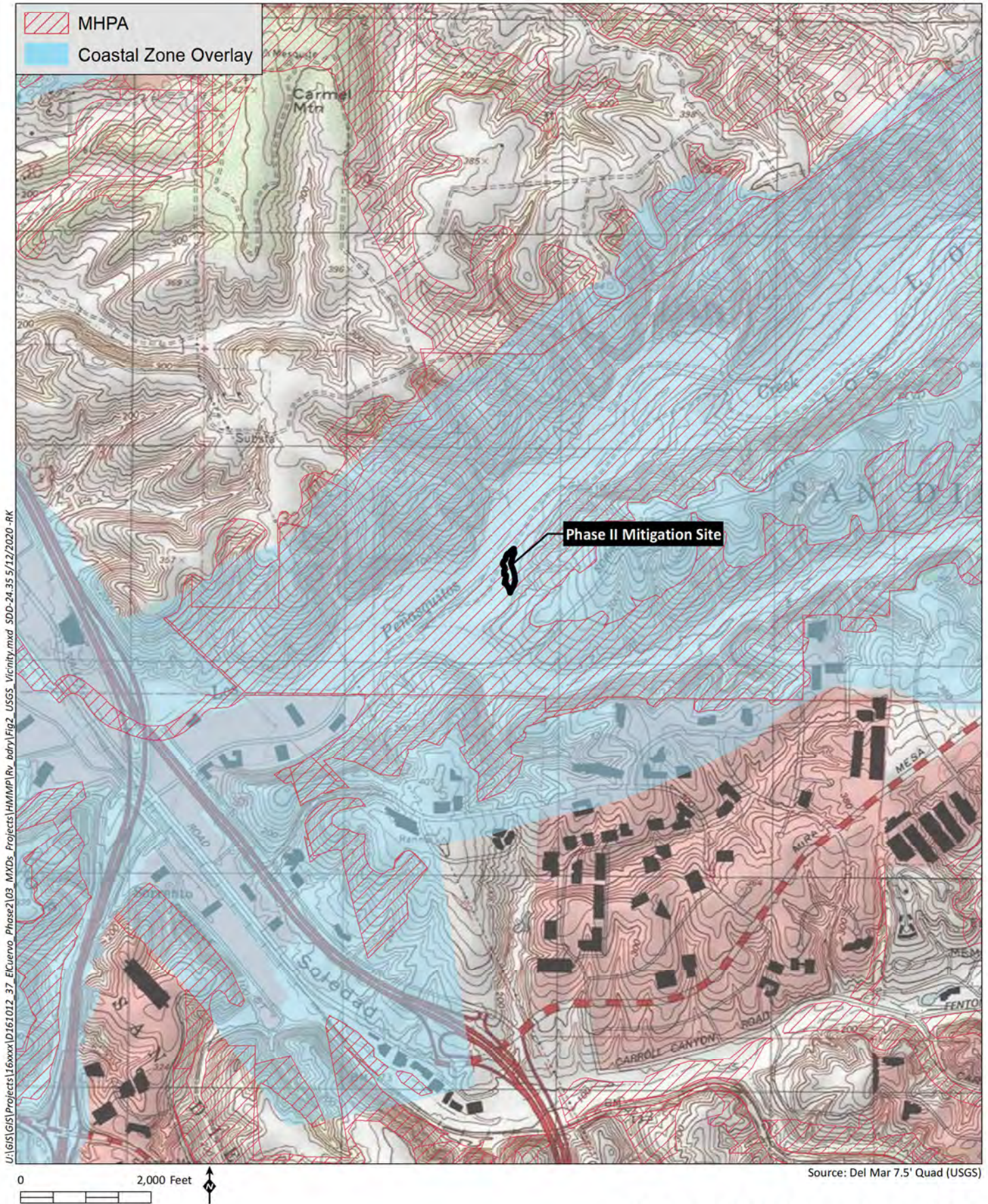
Habitat Mitigation and Monitoring Plan

1. Introduction

This Habitat Mitigation and Monitoring Plan (HMMP) for the El Cuervo del Sur Phase II Wetland Mitigation Project (Phase II Project) provides direction for implementation to provide Advanced Permittee Responsible Mitigation (APRM) mitigation credit in order to offset jurisdictional impacts resulting from the City of San Diego (City) Stormwater Department (SWD)'s current and future projects. This HMMP is being prepared in support of the City's APRM under the established agreement with U.S. Army Corps of Engineers (USACE) (2015a, 2015b). APRM is a form of permittee responsible mitigation that establishes mitigation in advance of or concurrent with project impacts and is further described in Section 4 of this HMMP. The APRM approach allows for City projects to establish and utilize mitigation credit in advance of a permitted impact, per the USACE Memorandum for the Record (USACE-MFR) (USACE 2015b). APRM reduces or eliminates temporal loss associated with project-by-project permittee-responsible mitigation. APRM differs from mitigation banks and in-lieu fee mitigation programs because it requires full implementation and responsibility for success by the permittee (not potentially a third-party) of proposed mitigation types (i.e., establishment, restoration, enhancement, or preservation) to compensate for impacts to an aquatic resource (USACE and EPA 2008). All future references to "establishment" will refer to USACE "establishment," Regional Water Quality Control Board (RWQCB) "establishment"/"re-establishment," and California Department of Fish and Wildlife (CDFW), California Coastal Commission (CCC), and City "creation." Compensatory mitigation definitions by agency are further described in Section 2.2 of this HMMP.

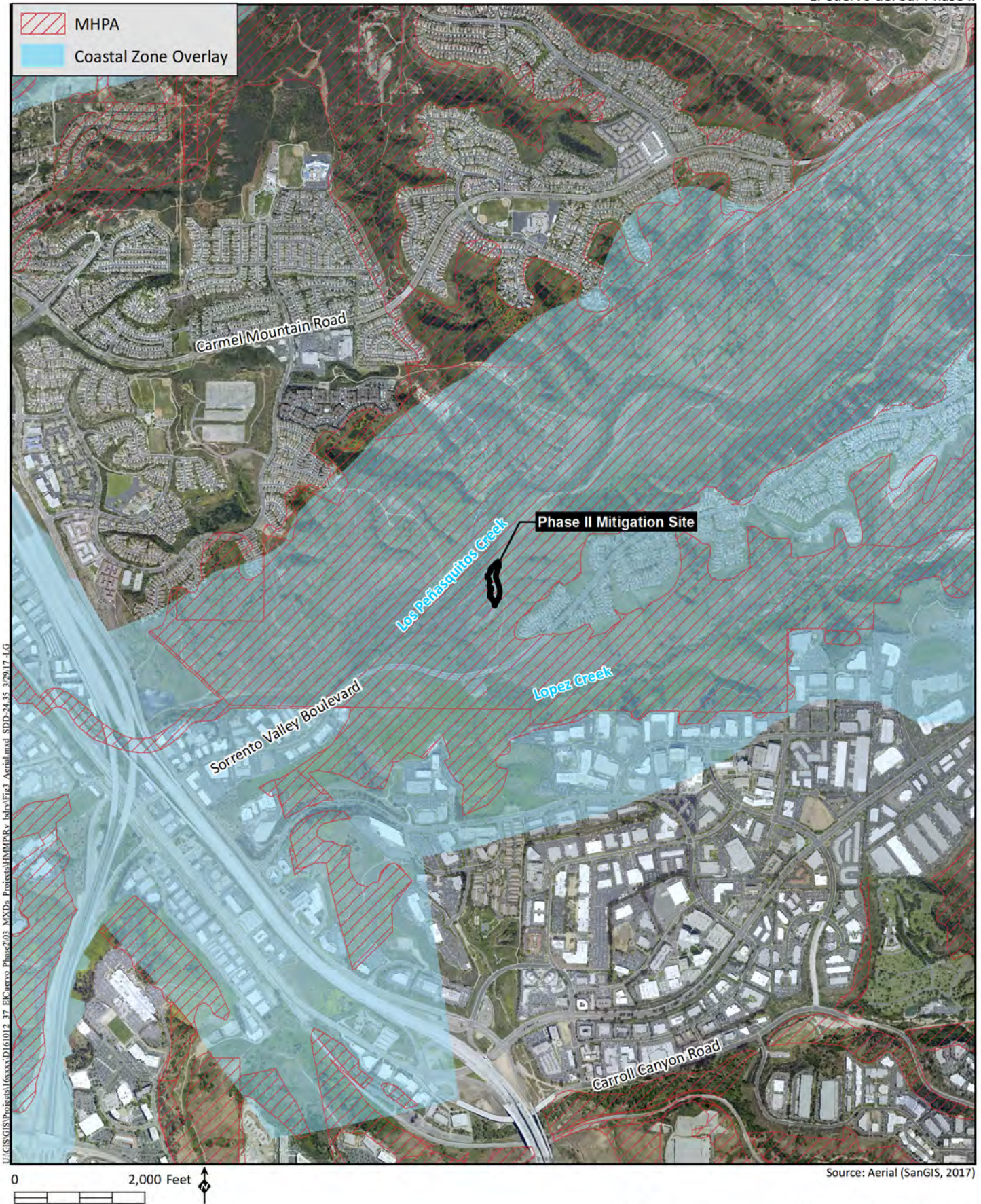
This HMMP details the proposed mitigation efforts for the Phase II Project, which includes the Phase II mitigation site, projected to provide a total of approximately 1.65 acres of wetland mitigation credits consisting of approximately 1.53 acres of establishment (creation) and approximately 0.12 acres of enhancement credits along Los Peñasquitos Creek and an adjacent approximately 0.65-acre soil disposal area directly east of the Phase II mitigation site, which was designated for disposal of some of the soils excavated during Phase II project grading. The Phase II mitigation site is shown in **Figure 1**, **Figure 2**, and **Figure 3**; **Figure 4** shows the Phase II mitigation site and adjacent Phase II soil disposal area.

Figure 1



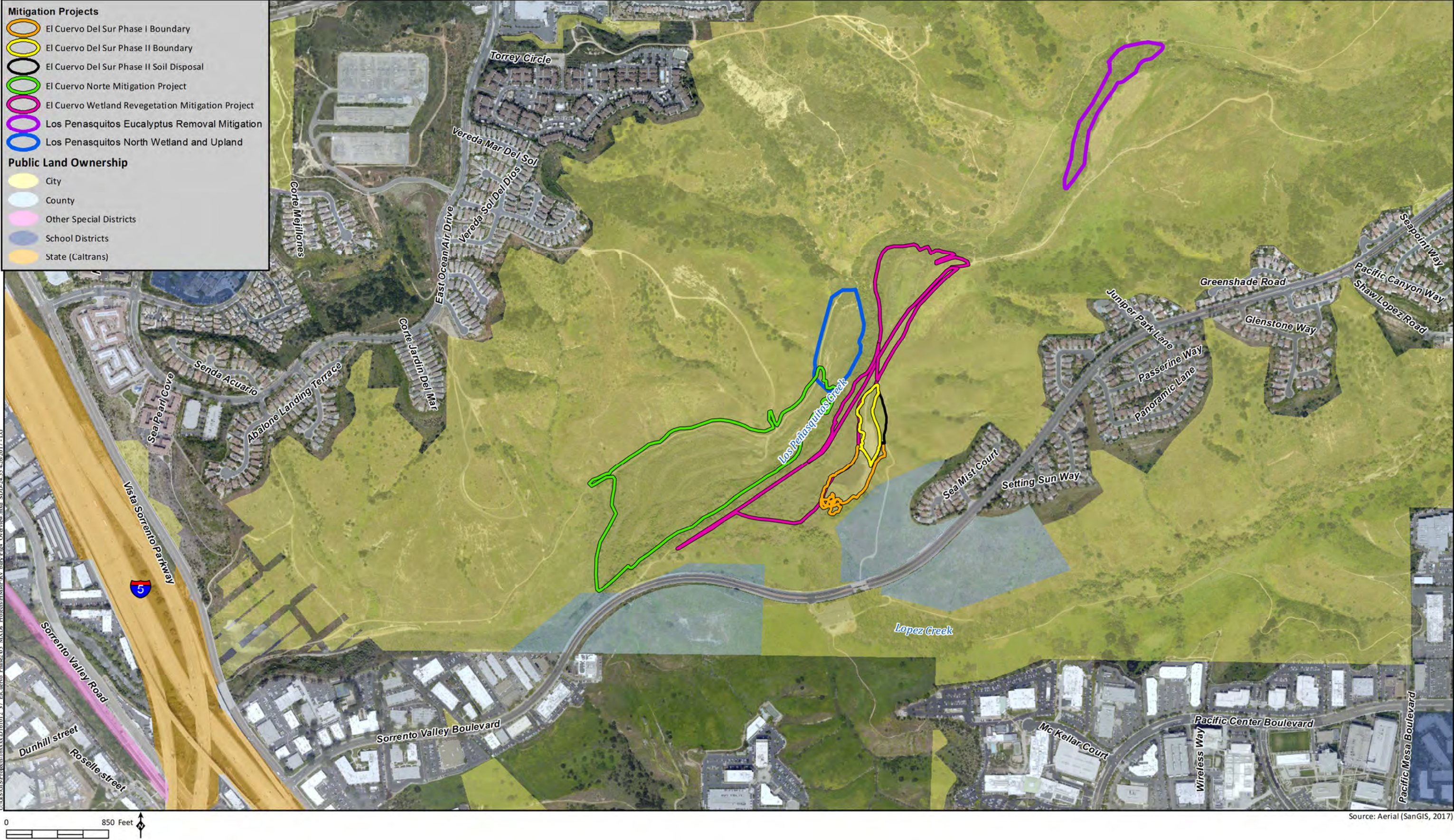
**Phase II Mitigation Site
Vicinity (USGS Topography)**

Figure 2



**Phase II Mitigation Site
Vicinity (Aerial Photograph)**

Figure 3



Mitigation Site Overview

Figure 4

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The goal of the proposed Phase II mitigation site is the establishment (creation) of approximately 1.53 acres of wetland habitat in the Los Peñasquitos Canyon Preserve along Los Peñasquitos Creek, consisting of approximately 0.51 acres of herbaceous wetland, approximately 0.81 acres of riparian scrub, and approximately 0.21 acres of riparian scrub transitional habitats. Additionally, the proposed Phase II mitigation site would enhance approximately 0.12 acres of native grassland that is expected to transition into wetland habitat due to adjacent wetland establishment efforts. Wetland establishment proposed in this HMMP will consist of grading existing upland habitat to elevations capable of supporting wetland vegetation and hydrology; installing temporary above grade irrigation, container plantings and seed; and removing non-native vegetation to aid in the establishment of the native wetland vegetation. These efforts will improve the functions and services of the Phase II mitigation site, which occurs within the watershed for Los Peñasquitos Creek.

The Phase II mitigation site is intended to provide approximately 1.65 acres of USACE-, RWQCB-, CDFW-, CCC-, and City-jurisdictional wetland habitat, which will be used to fulfill the City's compensatory wetland mitigation requirements for future projects implemented under the SWD's Municipal Waterways Maintenance Plan (MWMP). Projects that can utilize the mitigation credits generated by the Phase II project include City SWD projects (e.g., storm water channel maintenance; culvert replacement, repair, and installation; and flood control activities) which are located in the San Dieguito (HU 905.00), Peñasquitos (HU 906.00), San Diego (HU 907.00) and the coastal zone portion of the Pueblo San Diego (HU 908.00) watersheds. One City SWD project that is expected to use the mitigation credits generated by the Phase II project is the Mission Bay Drive 1 Channel Maintenance project. Section 4.2 of this HMMP includes additional information about the Mission Bay Drive 1 Channel Maintenance project. The Phase II mitigation site, which will establish freshwater habitat wetlands, will not be used to provide mitigation for impacts to tidally influenced wetlands.

The El Cuervo del Sur Phase I Mitigation Project (Phase I project) was installed in 2017 (Year 1 initiated on December 28, 2017, and is currently in Year 5, which will conclude on December 27, 2022). The Phase I project consists of the 2.3-acre El Cuervo del Sur Phase I Mitigation Site (Phase I mitigation site) and a 0.40-acre soil disposal area, and is further described in Section 3.3 of this HMMP. This report is based upon a previous HMMP produced for the Phase I project (URS 2015) and subsequent field surveys by HELIX Environmental Planning, Inc. (HELIX). This report follows the City's General Outline for Revegetation/Restoration Plans (City 2018). Nomenclature used in this report follows Oberbauer (2008) for vegetation communities, Baldwin et al. (2012) for plants, and American Ornithologists' Union (2016) for birds.

2. Project Background

2.1 Project Location/Description

The 1.65-acre Phase II mitigation site is in the western portion of Los Peñasquitos Canyon, north of Sorrento Valley Boulevard and east of Vista Sorrento Parkway and Interstate 5 (Figure 1). The site is wholly located on City land (Assessor Parcel Number 3100510600) within the Los Peñasquitos Canyon Preserve. The mitigation site lies within Township 14 South, Range 3 West, unsectioned portion of Los Peñasquitos Land Grant, on the U.S. Geological Survey (USGS) 7.5' Del Mar quadrangle (Figure 2). The mitigation site is situated just south of Los Peñasquitos Creek and the confluence of Lopez and Los

Peñasquitos Creeks occurs to the west (Figures 3 and 4). Additional details regarding the Phase II mitigation site location is provided in Section 3.2 of this HMMP.

Mitigation site selection is considered a watershed approach. The main factors for the selection included ensuring that the mitigation site be located within the Coastal Zone and the Peñasquitos HU. The Los Peñasquitos watershed is located west of State Route 67 and north of Interstate 8. In particular, the El Cuervo Phase II site was selected because of its landscape position (i.e., adjacent to existing wetland habitat, including El Cuervo Phase I), existing disturbed upland condition, and hydrologic conditions (i.e., groundwater elevation and surface flows associated with Los Peñasquitos Creek) that will support wetland creation with a modest amount of grading and landform modification. Through implementation including the proposed grading, there is high confidence appropriate hydrologic and ecological conditions will be established to support new wetland habitat. In addition, removal of non-native species, native planting and seeding of locally adapted material, five years of maintenance and monitoring, and an adaptive management approach are also expected to support successful establishment of wetland habitat. Additional information regarding the site selection process and suitability is provided in Section 3.5.1 of this HMMP.

2.2 Compensatory Mitigation Definitions

Each permitting agency has its own perspective on how wetland (including riparian) mitigation is defined and credited. Definitions, by agency, are provided below.

2.2.1 U.S. Army Corps of Engineers

The USACE and U.S. Environmental Protection Agency jointly provided mitigation definitions for the mitigation of losses to aquatic habitat (USACE and EPA 2008). Each mitigation type has a unique, acknowledged compensatory value for temporary and permanent impacts.

- ***Establishment (creation)*** – the manipulation of the physical, chemical, or biological characteristics present to develop an aquatic resource that did not previously exist at an upland site. Establishment results in a gain in aquatic resource area and functions.
- ***Re-establishment (restoration)*** – the manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/ historic functions to a former aquatic resource. Re-establishment results in rebuilding a former aquatic resource and results in a gain in aquatic resource area and functions
- ***Rehabilitation (restoration)*** – the manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural/ historic functions to a degraded aquatic resource. Rehabilitation results in a gain in aquatic resource function, but does not result in a gain in aquatic resource area.
- ***Enhancement*** – the manipulation of the physical, chemical, or biological characteristics of an aquatic resource to heighten, intensify, or improve a specific aquatic resource function(s). Enhancement results in the gain of selected aquatic resource function(s), but may also lead to a decline in other aquatic resource function(s). Enhancement does not result in a gain in aquatic resource area.
- ***Preservation*** means the removal of a threat to, or preventing the decline of, aquatic resources by an action in or near those aquatic resources. This term includes activities commonly associated with the protection and maintenance of aquatic resources through the implementation of appropriate legal and physical mechanisms. Preservation does not result in a gain of aquatic resource area or functions.

These definitions are similar to those used by the RWQCB.

2.2.2 California Department of Fish and Wildlife

The CDFW does not have official definitions of wetland mitigation but has typically followed traditional definitions like those in the City's Biology Guidelines (City 2018). The CDFW has discretion in evaluating the appropriateness of mitigation proposals considering the project impacts and available mitigation options.

2.2.3 California Coastal Commission

The CCC has definitions (a glossary) on their website (CCC 2021) that are more succinct but generally correspond with definitions of mitigation types provided by USACE and RWQCB, including:

- **Wetland Creation** – An activity that results in the formation of a new wetland in an upland.
- **Wetland Restoration** – An activity that re-establishes the habitats and functions of a former wetland.
- **Wetland Enhancement** – An activity that improves the habitats and functions of an existing wetland.

2.2.4 Regional Water Quality Control Board

The following list provides the RWQCB operational definitions of the four types of activities that constitute wetland mitigation:

- **Re-establishment** – the return of natural/historic functions to a site where vegetated or unvegetated waters of the U.S. and/or State previously existed (e.g., removal of fill material to restore a drainage).
- **Rehabilitation** – the improvement of the general suite of functions of degraded vegetated or unvegetated waters of the U.S. and/or State (e.g., removal of a heavy infestation or monoculture of exotic plant species from jurisdictional areas and replacement with native species).
- **Enhancement** – the improvement of one or two functions of existing vegetated or unvegetated waters of the U.S. and/or State (e.g., removal of small patches of exotic plant species from an area containing predominantly natural plant species).
- **Preservation** – the acquisition and legal protection from future impacts in perpetuity of existing vegetated or unvegetated waters of the United States/State (e.g., conservation easement).

The RWQCB definitions also provide clarifying examples that distinguish rehabilitation from enhancement. An example of rehabilitation is the removal of a heavy infestation or monoculture of exotic plant species from jurisdictional areas and replacing with native species; an example of enhancement is the removal of small patches of exotic plant species from an area containing predominantly natural plant species.

2.2.5 City of San Diego

The following list provides the City operational definitions of the four types of activities that constitute wetland mitigation under “Environmentally Sensitive Lands” in the *Land Development Manual–Biology Guidelines* (City 2018):

- **Wetland creation** – an activity that results in the formation of new wetlands in an upland area. An example is excavation of uplands adjacent to existing wetlands and the establishment of native wetland vegetation.
- **Wetland restoration** – an activity that re-establishes the habitat functions of a former wetland. An example is the excavation of agricultural fill from historic wetlands and the re-establishment of native wetland vegetation.
- **Wetland enhancement** – an activity that improves the self-sustaining habitat functions of an existing wetland. An example is removal of exotic species from existing riparian habitat.
- **Wetland acquisition** – may be considered in combination with any of the three mitigation activities above.

The Biology Guidelines further state:

“Wetland enhancement and wetland acquisition focus on the preservation or the improvement of existing wetland habitat and function, and do not result in an increase in wetland area; therefore, a net loss of wetland may result. As such, acquisition and/or enhancement of existing wetlands may be considered as partial mitigation only, for any balance of the remaining mitigation requirement after restoration or creation if wetland acreage is provided at a minimum of a 1:1 ratio.”

The Biology Guidelines also state:

“Wetland mitigation required as part of any federal (404) or state (1601/1603) wetland permit will supersede and will not be in addition to any mitigation identified in the California Environmental Quality Act (CEQA) document for those wetland areas covered under any federal or state wetland permit.”

2.3 Mitigation Requirements

Mitigation for future SWD projects will be coordinated with the resource agencies. Mitigation requirements for future City SWD projects are described in detail below.

2.3.1 U.S. Army Corps of Engineers

Mitigation for impacts to USACE jurisdictional areas are dependent upon the composition of the channel. Mitigation ratios are often different for earthen and concrete-lined channels. The USACE may require compensatory mitigation for maintenance impacts to aquatic resources in earthen channels, but some maintenance activities within existing storm water facilities may be considered exempt per section 404 (f)(1)(b) of the Clean Water Act. The USACE Regulatory Program Standard Operating Procedure for Determination of Mitigation Ratios outlines the process for determining compensatory mitigation ratios as required for processing of Department of the Army permits under Section 404 of the Clean Water Act, Section 10 of the Rivers and Harbors Act, and Section 103 of the Marine Protection, Research, and Sanctuaries Act (USACE 2021).

This HMMP is being prepared to satisfy an APRM requirement for the USACE (USACE 2015a, 2015b), which allows the City to provide compensatory mitigation for the USACE in advance of impacts associated with City projects. These projects include City SWD projects, including but not limited to storm water channel maintenance; culvert replacement, repair, and installation; and flood control

activities. To comply with the APRM, the City must first demonstrate that aquatic resources have been avoided to the maximum extent practicable, then that they have minimized aquatic resources impacts to the fullest extent appropriate and practicable, and finally that they are providing adequate compensatory mitigation for the remaining unavoidable aquatic resources impacts. The APRM process includes preparation of compensatory mitigation plan(s) (i.e., HMMP per City Biology Guidelines); provision of financial assurances to ensure successful compensatory mitigation implementation; and provision of a long-term management plan with a site protection instrument, long-term management entity, and perpetual funding mechanism. For the Phase II mitigation site, long-term management of the mitigation site will be directed by the Los Peñasquitos Canyon Preserve's Natural Resources Management Plan (NRMP), executed by the City Parks and Recreation Department (PRD), and funded by the City's annual budget. Mitigation credits obtained by implementing this HMMP may only be used by the City for City public projects.

2.3.2 State Water Resources Control Board/Regional Water Quality Control Board

On April 2, 2019, the State Water Resources Control Board adopted the Procedures for the Discharges of Dredged or Fill Material to Waters of the State (Procedures), which conform to Executive Order W-59-93, commonly referred to as California's "no net loss" policy for wetlands. The Procedures guide RWQCB regulation of dredge or fill activities so they will be conducted in a manner "to ensure no overall net loss and long-term net gain in the quantity, quality, and permanence of wetlands acreage and values..." (SWRCB 2019). The Procedures require the preparation of a compensatory mitigation plan using a watershed approach and all plans must comport with State Supplemental Dredge of Fill Guidelines, Subpart J (State Guidelines, Subpart J).

This HMMP is being prepared to satisfy parts of the State Guidelines, Subpart J as identified below.

- *Sections IV.A.2.b(i) [watershed profile], IV.A.2.b(ii) [impact assessment], and IV.A.2.b(iii) [no net loss analysis]:* Because this HMMP supports an APRM for unspecified future SWD projects in the San Dieguito (HU 905.00), Peñasquitos (HU 906.00), San Diego (HU 907.00), and coastal portion of Pueblo San Diego (HU 908.00) watersheds, analysis and descriptions of the proposed dredge or fill project will be completed at the time the specific project is identified. This HMMP provides a watershed profile (Procedures Section IV.A.2.b[i]) of the project evaluation area for the Phase II mitigation site in Section 3.5.1 of this HMMP. A watershed profile and a project evaluation area are defined in the SWQCB Procedures Section V.
- *Section IV.A.2.b(iv):* The performance standards, monitoring, and long-term protection and management of the Phase II mitigation site are provided in Sections 9, 8, and 12, respectively, of this HMMP.
- *Section IV.A.2.b(v):* a timetable for implementing compensatory mitigation is provided in Sections 6.1 (Installation Schedule), 7.1 (Maintenance Schedule), and 8.1 (Monitoring Schedule) of this HMMP.
- *Section IV.A.2.b(vi):* This section is not applicable because the Phase II mitigation site does not include buffers.
- *Section IV.A.2.b(viii):* An assessment of reasonably foreseeable impacts resulting from climate change is provided in Section 13 of this HMMP.

Similar to the USACE, the RWQCB may require compensatory mitigation for maintenance impacts to aquatic resources in earthen channels. Typically, the mitigation ratios are the same for impacts to waters of the State that are also waters of the U.S..

2.3.3 California Department of Fish and Wildlife

The CDFW typically requires mitigation for maintenance impacts to aquatic resources and unvegetated earthen portions of the channel. While CDFW requires notification of activities within concrete-lined channels, it typically does not require compensatory mitigation for these activities.

2.3.4 California Coastal Commission

Under California's Coastal Act, the CCC takes jurisdiction over areas located within the Coastal Zone, typically requiring submittal of a Coastal Development Permit and mitigation for impacts to jurisdictional areas. Typically, impacts within the Coastal Zone require mitigation within the Coastal Zone.

2.3.5 City of San Diego

The City regulates both earthen and concrete-lined channels and requires compensatory mitigation for aquatic resource impacts pursuant to the mitigation ratios specified in the City's Biology Guidelines (City 2018). The City's mitigation requirements for impacts to wetlands range from a 2:1 ratio to 4:1 ratio depending on the habitat type, with the mitigation typically consisting of a minimum of 1:1 restoration or creation (i.e., establishment or re-establishment) and the remainder as enhancement. The City's Biology Guidelines state a preference for impacts to be mitigated in-kind with better habitat. Out-of-kind may be considered where it would clearly benefit sensitive species and result in a biologically superior alternative.

3. Mitigation Site Overview

3.1 Mitigation/Enhancement Goals

The Phase II mitigation site is intended to provide approximately 1.65 acres of USACE-, RWQCB-, CDFW-, CCC-, and City-jurisdictional wetland habitat within the Coastal Zone in Los Peñasquitos Canyon Preserve. The mitigation outlined in this HMMP is intended to fulfill the off-site establishment portion of the City SWD's compensatory wetland mitigation requirements for future projects (up to approximately 1.53 acres of establishment/creation and approximately 0.12 acres of enhancement wetland mitigation credits) by way of APRM. The Phase II mitigation site would provide additional mitigation in the form of (1) riparian scrub, which would mitigate for impacts to riparian scrub habitats (e.g., southern willow scrub and mule fat scrub) and riparian woodland habitat and (2) herbaceous wetland, which would mitigate for impacts to herbaceous wetland, disturbed wetland, and freshwater marsh.

3.2 Mitigation Location

As described in Section 2.1 of this HMMP, the Phase II mitigation site is located in the western portion of Los Peñasquitos Canyon, north of Sorrento Valley Boulevard and east of Vista Sorrento Parkway and Interstate 5 (Figure 1). The site is wholly located on City land (Assessor Parcel Number 3100510600) within the Los Peñasquitos Canyon Preserve. The mitigation site lies within Township 14 South, Range 3 West, unsectioned portion of Los Peñasquitos Land Grant, on the U.S. Geological Survey (USGS) 7.5'

Del Mar quadrangle (Figure 2). The mitigation site is situated just south of Los Peñasquitos Creek and the confluence of Lopez and Los Peñasquitos Creeks occurs to the west (Figures 3 and 4).

The Phase II mitigation site is located adjacent to the northern boundary of the Phase I project, and contiguous with the El Cuervo Wetland Revegetation Mitigation Project to the north and west and the El Cuervo Norte Mitigation Project to the west (Figure 4). The Los Peñasquitos Canyon Trail follows the east side of the Phase II mitigation site, adjacent to the associated Phase II soil disposal area intended for placement of excess soil removed during grading of the Phase II mitigation site. Additionally, the Phase II mitigation site is located within the Coastal Zone and the City's Multi-Habitat Planning Area (MHPA) (i.e., the City's preserved lands within the Multiple Species Conservation Program [MSCP]) Northern Area which includes the Los Peñasquitos Canyon Preserve.

The four adjacent watersheds, San Dieguito (HU 905.00), Peñasquitos (HU 906.00), San Diego (HU 907.00) and the coastal zone portion of the Pueblo San Diego (HU 908.00), contain significant portions of development for urban, industrial, and transportation land uses. These watersheds include heavily populated areas, such as San Diego, Sorrento Valley, La Jolla, Mission Valley and surrounding urban sprawl. Many areas within the watersheds cannot be restored and used for mitigation because of development and use of natural systems as storm channels and for flood management. All four watersheds are sensitive to the effects of pollutants and runoff from development because of their close proximity to each other and urban centers. Also, because these watersheds are adjacent to one another in a localized area, they all support similar locally important native flora and fauna, and habitat with similar structure and functions. Because of these similarities, these watersheds are appropriate to include in the service area for the proposed Phase II mitigation site.

3.3 Existing Conditions and Environmental Setting

The Phase II mitigation site and associated soil disposal area (designated for disposal of some of the soils excavated during Phase II project grading) are undeveloped; however, portions of the Phase II mitigation site were disturbed during implementation of the Phase I project in 2017. Disturbance included vehicle access to the Phase I project and use of a portion of the Phase II mitigation site for temporary staging and as a soil transfer area (**Figure 5**). Soil transfer occurred during Phase I project grading activities when native soils in a portion of the Phase II mitigation site were excavated and placed in the Phase I project soil disposal slope so that overly wet soils from the Phase I project wetland basin could be allowed to dry in the flat uplands of the Phase II mitigation site. Representative photographs of existing site conditions are included in **Appendix A**.

The Phase II mitigation site contains minimal topography, gently sloping downward to the west and south (estimated 2 percent slope). The eastern portion of the Phase II project, which is proposed for disposal of soils removed during Phase II mitigation site grading, has a moderately steep slope (estimated at 10 to 20 percent) sloping toward the Phase II mitigation site. The site is upslope of Los Peñasquitos Creek to the west and Lopez Creek to the south (Figure 4). Additionally, two drainages approach the eastern boundary of the Phase II mitigation site, but do not cross Los Peñasquitos Canyon Trail. These drainages are associated with Lopez Ridge (to the east) and do not have a surface hydrological connection across the Phase II mitigation site to Los Peñasquitos Creek. Elevations on-site (excluding the temporary soil storage) range between approximately 47 feet above mean sea level (AMSL) in the northern end of the site to approximately 51.5 feet AMSL in the southern end of the site. None of the Phase II mitigation

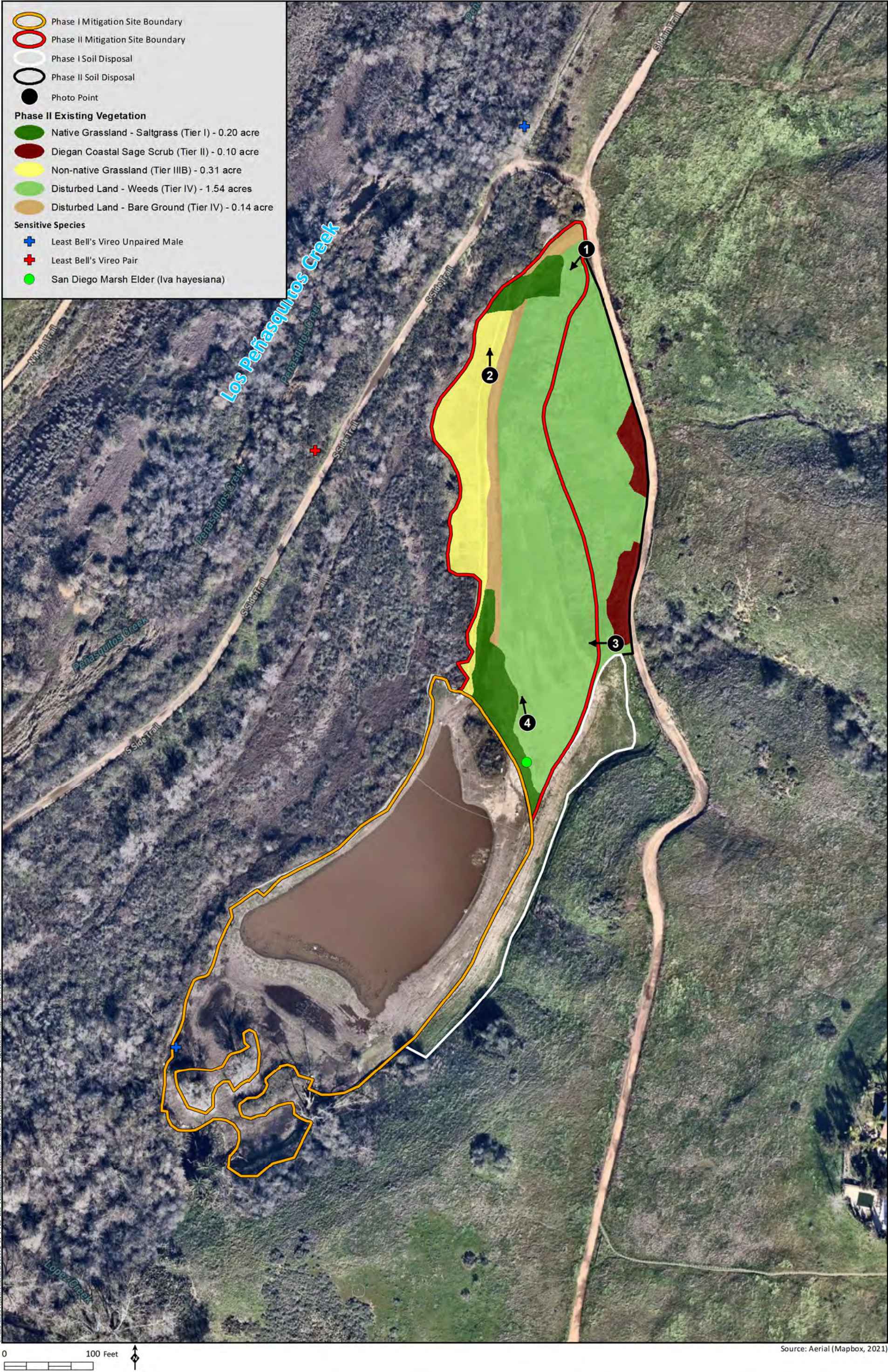
site is currently considered to be a jurisdictional wetland, as determined during an aquatic resources jurisdictional delineation conducted in December 2016 and revised in December 2020 (Artemis 2020; **Appendix B**). Waters of the U.S. wetland boundaries were determined using the three criteria (vegetation, hydrology, and soils) established for wetland delineations, as described within the Wetland Delineation Manual (Environmental Laboratory 1987) and Regional Supplement to the USACE's Wetland Delineation Manual: Arid West Region (USACE 2008). The CDFW jurisdictional boundaries were determined based on the presence of stream-supported vegetation or regular surface flow. Wetland hydrology does not occur in the Phase II project, although the site does receive overbank flooding during large rain events. Water may enter the Phase II mitigation site from the El Cuervo Wetland Revegetation Mitigation Project site to the north and from surface flow from adjacent uplands. A review of Google Earth's historical aerials reveal that the Phase II project has been composed of upland habitat since at least 1994.

Surveys for the federal- and state-listed endangered and MSCP covered species least Bell's vireo (*Vireo bellii pusillus*) were conducted in 2017 (HELIX 2017a; **Appendix C**) and for the federal and state-listed endangered light-footed Ridgway's rail (*Rallus obsoletus levipes*; [formerly light-footed clapper rail, *Rallus longirostris levipes*]) in 2017 (HELIX 2017b; **Appendix D**). Results are further discussed in Section 3.4.3 of this HMMP.

Soils mapped on the Phase II project include Tujunga sand (0 to 5 percent slopes) and Altamont clay (30 to 50 percent slopes (USDA 2016; **Figure 6**). Geotechnical testing conducted within the Phase II mitigation site in April 2018 (AGE 2018) confirmed that the soils consist of young alluvial deposits of Holocene to late Pleistocene age in both borings (**Appendix E**). These deposits are generally described as poorly sorted, poorly consolidated, permeable flood plain deposits. The young alluvial deposits encountered in the borings are the result of fluvial deposition from Los Peñasquitos Creek and generally consist of sandy silt and clay.

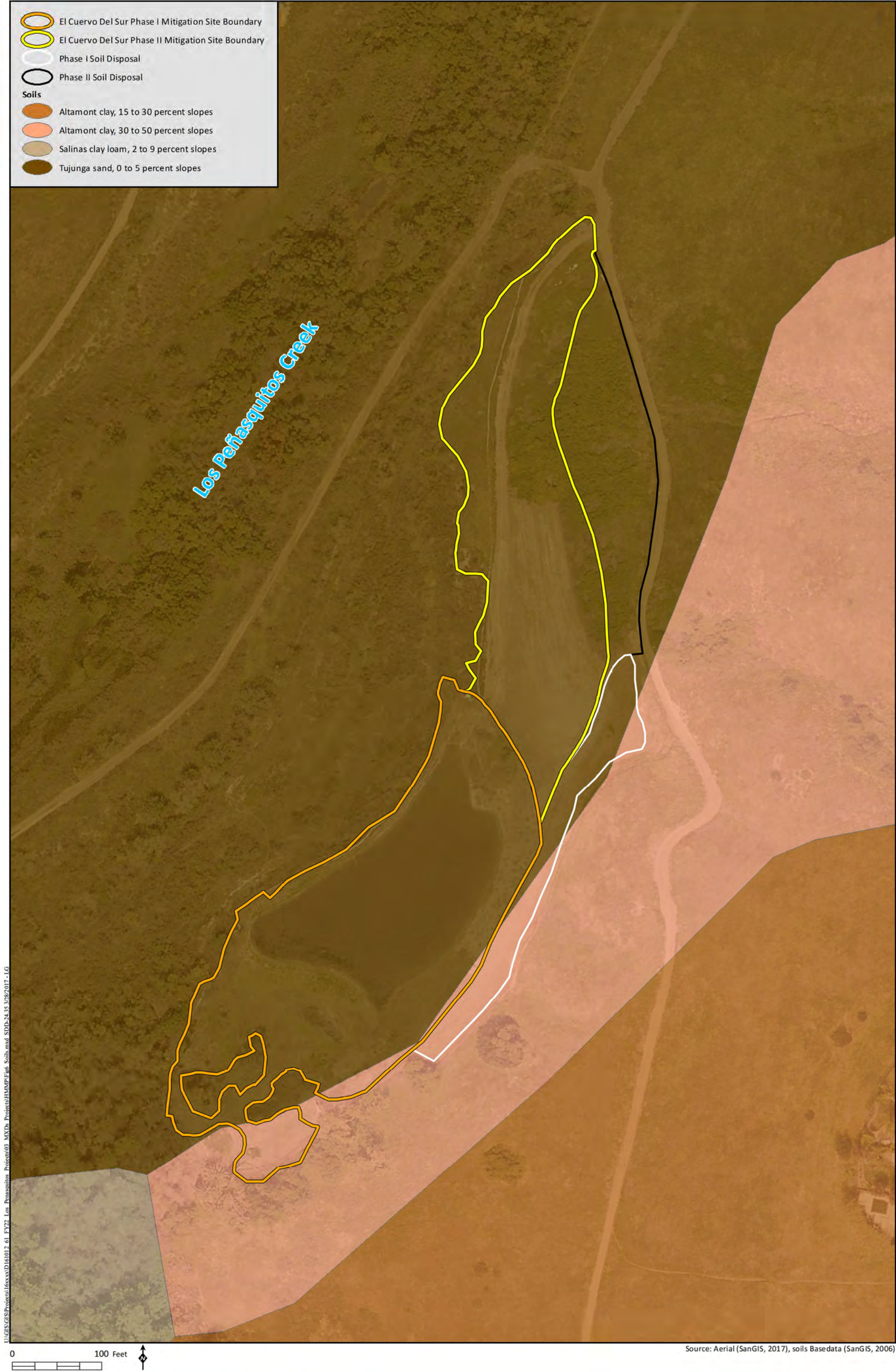
The Historical Resources Guidelines (City 2001) requests that areas containing sensitive archaeological and traditional cultural resources which are to be avoided by grading or construction be identified on grading and building plans. Areas to be preserved should be staked or fenced and protective measures implemented prior to grading. Protective measures should also be identified on grading and building plans.

An Environmentally Sensitive Area (ESA) is present to the west of the Phase II mitigation site, as determined by a cultural resources study conducted for the Phase I and Phase II projects (**Figure 7**; HELIX 2017c; **Appendix F**). Fencing and/or signage excluding access to the area should be temporary and any signage or description of the ESA should avoid identifying the presence of the archaeological site.



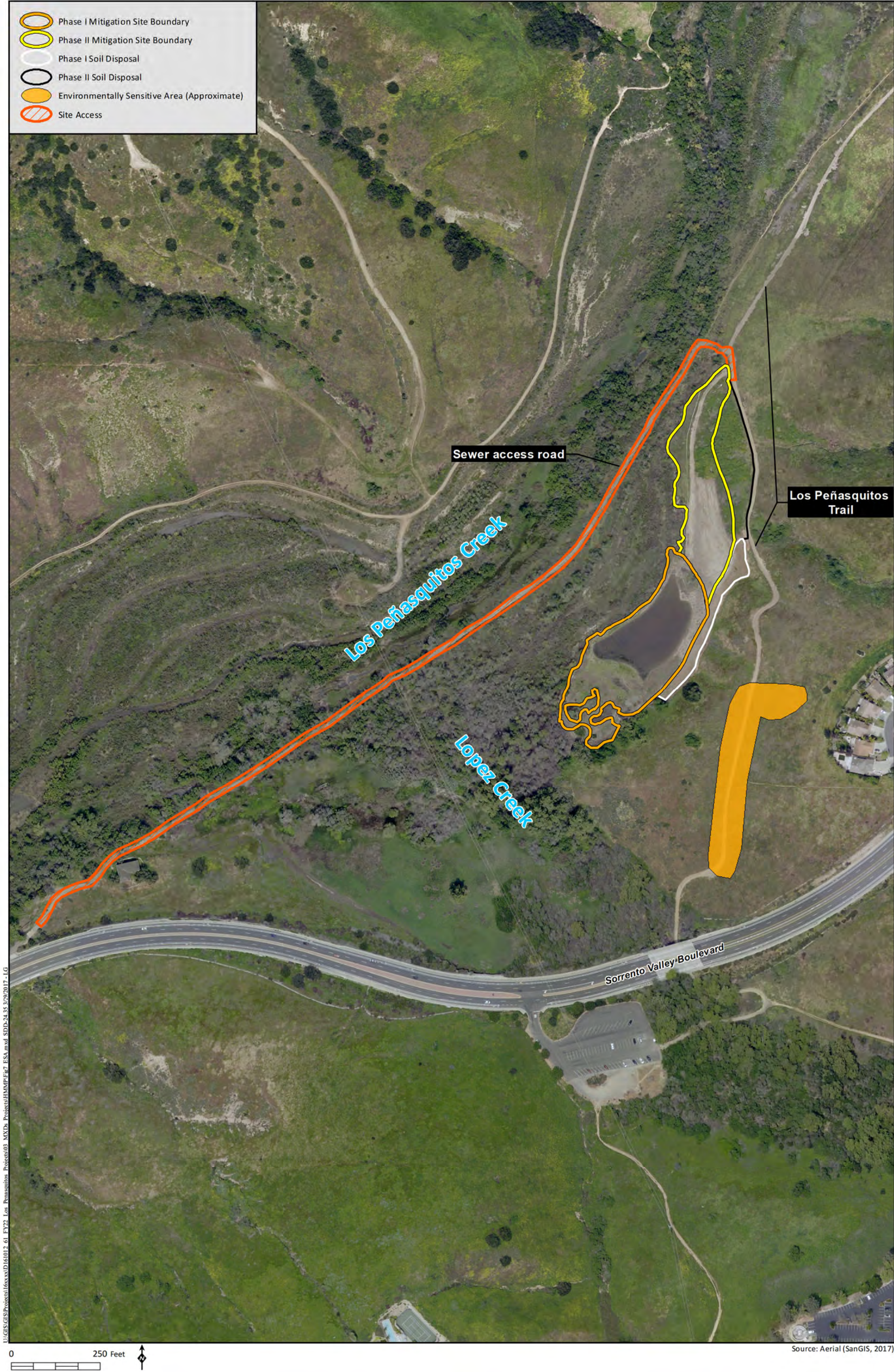
Vegetation/Sensitive Species

Figure 5



Soils

Figure 6



Environmentally Sensitive Area/ Site Access

Figure 7

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3.4 Existing Functions and Services

This section provides a brief overview of the functions and services currently provided by the Phase II mitigation site based on a review of site maps and numerous site visits.

3.4.1 Vegetation

ESA conducted an updated assessment of the existing vegetation communities at the Phase II project on August 11, 2021, which included the approximately 1.65-acre Phase II mitigation site and the approximately 0.65-acre soil disposal area to the east of the Phase II mitigation site. Vegetation communities are described as defined in the *City of San Diego Biology Guidelines* (City 2018). Vegetation communities are divided into four tiers of sensitivity (Tier I, Tier II, Tier IIIA, Tier IIIB, Tier IV; the first includes the most sensitive, the fourth the least) based on rarity and ecological importance. The Phase II project currently contains five upland vegetation types consisting of approximately 0.20-acre of native grassland – saltgrass (Tier I), 0.10-acre of Diegan coastal sage scrub (Tier II), 0.31-acre of non-native grassland (Tier IIIB), 1.54 acres of disturbed land – weeds, consisting of non-native vegetation made up of broad-leaved forbs (Tier IV), and 0.14-acre of disturbed land – bare ground, which included soil spoils from the Phase I project soil transfer area (Tier IV). The approximately 1.65-acre Phase II mitigation site only consisted of four upland vegetation communities, since the Diegan coastal sage scrub vegetation type was only detected within the 0.65-acre soil disposal area. No wetland vegetation communities were observed on-site.

Overall, the Phase II mitigation site has approximately 75 percent relative plant cover with approximately 10 percent bare ground and 15 percent litter (dead shrubs and weed thatch). The 75 percent plant cover consisted of 76 species, of which, 49 percent (i.e., 37) are native species and 51 percent (i.e., 39) are non-native species. Of the scattered native species, the more prevalent species include California encelia, western ragweed), saltgrass, alkali mallow, and pickleweed (*Salicornia pacifica*).

The vegetation communities on the Phase II project are predominately comprised of non-native invasive plant species; however, some native species and areas of native vegetation have established along the western and eastern boundaries of the Phase II project and the site has characteristics of vegetation communities that occur on alluvial terraces. Implementation of the adjacent Phase I project and establishment of native species including mule fat (*Baccharis salicifolia*) and saltgrass appears to have contributed to some native plant establishment along portions of the Phase II project which resulted in an increase in native plant species on-site since 2016. A list of existing plant species on-site as of August 2021 is provided in **Appendix G**. A description of current upland vegetation communities is provided below.

Native Grassland - Saltgrass (Tier I)

Areas of native grassland occur in the northern and southern ends of the Phase II mitigation site and along the abandoned dirt access road oriented north to south that provided temporary access during implementation of the adjacent Phase I project. The native grassland areas are dominated by saltgrass (*Distichlis spicata*) with scattered patches of alkali mallow (*Malvella leprosa*) and western ragweed (*Ambrosia psilostachya*). Saltgrass dominated grasslands are found on alluvial terraces throughout the Los Peñasquitos Creek floodplain.

Diegan Coastal Sage Scrub (Tier II)

Two patches of Diegan coastal sage scrub are found along the eastern boundary of the approximately 0.65-acre soil disposal area, adjacent to more mature offsite stands of Diegan coastal sage scrub. These patches are comprised mostly by California encelia (*Encelia californica*) with non-native forbs such as black mustard and red brome grass.

Non-native Grassland (Tier IIIB)

The non-native grassland community is found along the western edge of the Phase II mitigation site and is expanding into the bare ground areas. Non-native grassland is characterized by a nearly solid mass of Bermuda grass (*Cynodon dactylon*) with scattered wild oats (*Avena fatua*) and red brome (*Bromus rubens*). As stated in the *City of San Diego Biology Guidelines* (City 2018), mitigation is not required for impacts to non-native grassland habitat when impacted for the purpose of wetland or other native habitat creation.

Disturbed Land - Weeds (Tier IV)

The dominant vegetation type within the Phase II project is disturbed habitat (weeds) which is characterized by monotypic stands of black mustard (*Brassica nigra*), Russian thistle (*Salsola tragus*) with scattered patches of castor-bean (*Ricinus communis*) and fennel (*Foeniculum vulgare*). Lands designated as Tier IV are not considered to have significant habitat value and impacts would not be considered significant.

Disturbed Land - Bare Ground (Tier IV)

Disturbed habitat (bare ground) occurs along the western boundary of the Phase II mitigation site, which is the abandoned dirt access road, oriented north to south, that provided temporary access during implementation of the adjacent Phase I project. The abandoned road branches off of the existing access road/trail adjacent to the northern boundary of the Phase II mitigation site. Lands designated as Tier IV are not considered to have significant habitat value and impacts would not be considered significant.

3.4.2 Hydrology

Wetland hydrology was not confirmed and no jurisdictional waters or wetland resources were present in the Phase II project during the jurisdictional aquatic resources delineation conducted in December 2016 and revised in December 2020 (Artemis 2020; Appendix B). Although it abuts the El Cuervo Wetland Revegetation Mitigation Project Site and has received some overbank flooding during large rain events, the Phase II mitigation site is located further from Los Peñasquitos Creek and at a higher elevation. The site may provide flood buffering but currently provides no wetland functions and services for groundwater recharge, nutrient removal, or sediment stabilization. During geotechnical testing conducted in April 2018, the water table was encountered in both borings at 6 feet and 3.75 feet below ground surface (AGE 2018; Appendix E). This testing was conducted at the end of a rainy season with below-average rainfall levels and the water table is expected to be higher in years with average to above-average rainfall. ESA conducted supplemental samplings during February 2019 and between November and April 2020 at two wells installed at the geotechnical testing locations and encountered groundwater between 0.6 feet and 6.7 feet below ground surface. The results of the groundwater testing suggest that wetland hydrology in the form of a shallow groundwater table during the rainy season is accessible at the Phase II mitigation site.

3.4.3 Sensitive Habitats and Species

As discussed in Section 3.4.1 of this HMMP, sensitive habitats that occur within the Phase II mitigation site per the *San Diego Biology Guidelines* (City 2018) include native grassland - saltgrass (Tier I), Diegan coastal sage scrub (Tier II), and non-native grassland (Tier IIIB).

One sensitive plant species (San Diego marsh elder [*Iva hayesiana*, California Rare Plant Rank 2B.2]) and no sensitive wildlife species were observed within the boundary of the Phase II mitigation site (Figure 5).

Six sensitive wildlife species have been detected adjacent to the Phase II mitigation site: least Bell's vireo (Federally Endangered [FE]/State Endangered [SE], MSCP covered), light-footed Ridgway's rail (FE/SE, CDFW Fully Protected, MSCP covered), Cooper's hawk (*Accipiter cooperii*, CDFW Watch List, MSCP covered), grasshopper sparrow (*Ammodramus savannarum*, CDFW Species of Special Concern [SSC]), southern mule deer (*Odocoileus hemionus fuliginatus*, MSCP covered), and coastal California gnatcatcher (*Poliophtila californica californica*, Federally Threatened, CDFW SSC, MSCP covered). Five of these species are MSCP covered: Least Bell's vireo, light-footed Ridgway's rail, Cooper's hawk, southern mule deer, and coastal California gnatcatcher.

Surveys for the federal- and state-listed endangered least Bell's vireo were conducted in 2017 (HELIX 2017a; Appendix C). The species was observed in two locations: a pair of least Bell's vireo with a juvenile was observed approximately 100 feet to the west of the Phase II mitigation site, and a single least Bell's vireo was observed approximately 530 feet to the southwest of the Phase II mitigation site. These observations occurred in wetland vegetation along Los Peñasquitos Creek. Surveys for the federal and state-listed endangered light-footed Ridgway's rail were conducted in 2017 (HELIX 2017b; Appendix D). No light-footed Ridgway's rail were detected in the survey area; however, wetland habitat began to establish adjacent to the Phase II project from implementation of the Phase I project in December 2017. In April and May of 2020, the Qualified Biologist for the Phase I project conducted pre-maintenance nesting bird surveys and maintenance monitoring, which resulted in the detection of a pair of light-footed Ridgway's rail occupying suitable habitat within the western and southern portions of the Phase I project, within 150-feet of the southern Phase II mitigation site boundary. Two least Bell's vireo males were also detected to the west of the Phase I project boundary. Other sensitive species detected during Phase I project surveys included Cooper's hawk, grasshopper sparrow (Blackhawk 2020), and southern mule deer (ESA 2022a). In addition, coastal California gnatcatchers were observed during least Bell's vireo surveys in 2013 (URS 2015) and have been observed within half a mile to the west and east.

All five MSCP covered wildlife species have moderate potential to occur within the site: light-footed Ridgway's rail, least Bell's vireo, Cooper's hawk, southern mule deer, and coastal California gnatcatcher. While there is no suitable breeding habitat for these species within the Phase II mitigation site, they have been detected immediately adjacent to the site and may temporarily use the site for perching or foraging. The Phase II mitigation site may also provide foraging habitat for raptors, although these opportunities are limited given the small size of the site, abundance of weed cover, and few rodent burrows. There is approximately 0.10 acre of Diegan coastal sage scrub habitat established along the western slope; however, this acreage is below the breeding territory that coastal California gnatcatcher defend, which can range in size between 2 and 14 acres (USFWS 2010); therefore, no suitable breeding habitat for this

species occurs within the Phase II mitigation site. Suitable habitat for this species does exist within 300 feet of the Phase II mitigation site, within the Phase I project and adjacent open space areas.

Existing wildlife functions and services are limited within the Phase II mitigation site because it has low cover of native vegetation and lacks surface water. However, the establishment area is contiguous with native riparian habitat to the west and south, which supports a diverse assemblage of plant and animal species, including the least Bell's vireo. No sensitive wildlife species or suitable habitat for these species were present in the Phase II mitigation site (URS 2015, HELIX 2017a and 2017b, and additional HELIX site visits). It is possible that wildlife within Los Peñasquitos Creek pass through the Phase II mitigation site, but there are also other areas adjacent to the Phase II mitigation site suitable for wildlife movement.

3.5 Mitigation Site Suitability

The Phase II mitigation site is considered suitable for wetland and riparian habitat establishment and was initially identified as a potential wetland mitigation site during site selection studies conducted in 2012 and 2013 (URS 2015). Supporting factors for the establishment of jurisdictional habitat at the site include:

- Its location on City-owned land within the MHPA.
- Its proximity to a creek and other riparian habitat.
- Adjacent to existing, successful riparian restoration to the south (i.e., Phase I project), west (i.e., El Cuervo Norte Mitigation Project and the El Cuervo Wetland Revegetation Mitigation Project) and to the north (two City of San Diego Public Utilities Department mitigation project sites). Refer to Figure 4 for a map of adjacent mitigation sites.
- Location within an existing floodplain (as confirmed by the presence of alluvial soils within two geotechnical boring pits).
- Presence of a shallow groundwater table (within 0.6 to 6.7 feet, as confirmed during recent geotechnical borings and groundwater sampling).
- Adequate site access.
- Minimal presence of sensitive species and habitat within the limits of the proposed mitigation site.
- Lack of jurisdictional resources but minimal grading required.
- Low potential for hazardous materials.
- Absence of cultural resources on-site.
- Absence of utility easements.

A jurisdictional aquatic resources delineation conducted by HELIX in December 2016 determined that no jurisdictional waters or wetland resources were present in the Phase II project (Helix 2016, Artemis 2020; Appendix B). HELIX's cultural resources studies in 2017 did not locate any ESAs in the Phase II mitigation site, and vehicular access to the Phase II mitigation site will be designed to avoid an ESA noted to the east of the Phase II mitigation site (Figure 7). To the City's knowledge, no other parties have water rights in this area and there are no utility easements crossing the Phase II mitigation site.

Los Peñasquitos Creek further to the west and existing mitigation sites immediately adjacent to the southern, western, and northern boundaries of the Phase II mitigation site already have the appropriate wetland hydrology and conditions needed to support wetland and riparian plant species (Figure 4). Grading

will reduce the distance from the soil surface to the water table, which has been confirmed to be within 2 to 6.7 feet in this area during geotechnical testing (AGE 2018; Appendix E) and recent groundwater sampling, and is apparent within a large ponded basin in the Phase I mitigation site located immediately downstream. Utility easements, within which mitigation credit is not allowed, are absent from the Phase II mitigation site. The lack of utility easements also guarantees that the Phase II mitigation site will not be impacted by future utility maintenance activities or future utility upgrades.

Based on a review of aerial photographs taken over the last 20 years, the adjacent mitigation areas shown in Figure 4 were implemented at different times, but have all demonstrated long-term success. The El Cuervo Norte Mitigation site located west of the Phase II mitigation site and on the west side of Los Peñasquitos Creek began implementation in 2005 and is currently a self-sufficient wetland area. The City Public Utilities Department mitigation site, Los Peñasquitos North Wetland and Upland, located immediately north of the El Cuervo Norte Mitigation site (and also on the west side of Los Peñasquitos Creek) began implementation in 2006 and is currently a self-sufficient wetland. The El Cuervo Wetland Revegetation Mitigation Project that borders the northern and western boundaries of the Phase II mitigation site and is located on the east side of Los Peñasquitos Creek, began implementation between 2005-2008 and is currently a self-sufficient wetland area.

Installation of wetland plant species at the Phase I mitigation site was completed on June 23, 2017. By December 2019, the Phase I mitigation site exhibited abundant germination of native plants from the installed seed mix, successful establishment of installed container plants and cuttings, and recruitment of native wetland plants from the surrounding native habitat. The basin within the Phase I mitigation site consistently pooled with water during the rainy season, and native wetland plants such cattails (*Typha* sp.), salt marsh fleabane (*Pluchea odorata*), and mule fat are recruiting around the basin perimeter. The riparian scrub and riparian scrub transitional areas both contained approximately 90 percent native plant cover four-plus years following installation.

3.5.1 Watershed Profile

Mitigation site selection considered a watershed approach. For this project and other projects, the City and their consultants evaluated aquatic resource restoration and mitigation opportunities inside and outside the Coastal Zone. These evaluations included various surveys and studies to assess potential aquatic resource mitigation opportunities in the Los Peñasquitos watershed. For example, the City prepared the Los Peñasquitos Watershed Master Plan (WMP) (City 2018) which identified and ranked potential aquatic resource mitigation sites inside and outside the Coastal Zone. Either because mitigation activities are already planned or have been implemented, or mitigation opportunities are lacking, no significant mitigation opportunities were identified for Carmel Creek and its tributaries (northern area of the Los Peñasquitos watershed), or Soledad Creek (Carroll Canyon) or Sorrento Creek (southern area of the Los Peñasquitos watershed). However, the Los Peñasquitos WMP did identify potential mitigation opportunities in Los Peñasquitos Creek and Lopez Creek. Therefore, for the purposes of this HMMP, the Phase II mitigation site project evaluation area includes City-owned property in the Coastal Zone of the Los Peñasquitos watershed (**Figure 8**).

The Los Peñasquitos watershed is located west of State Route 67 and north of Interstate 8. The watershed is rectangular-shaped and approximately 170 square miles. Los Peñasquitos (Sorrento) Lagoon, Mission Bay, and Miramar Reservoir are major water bodies within the watershed. The watershed ranges in

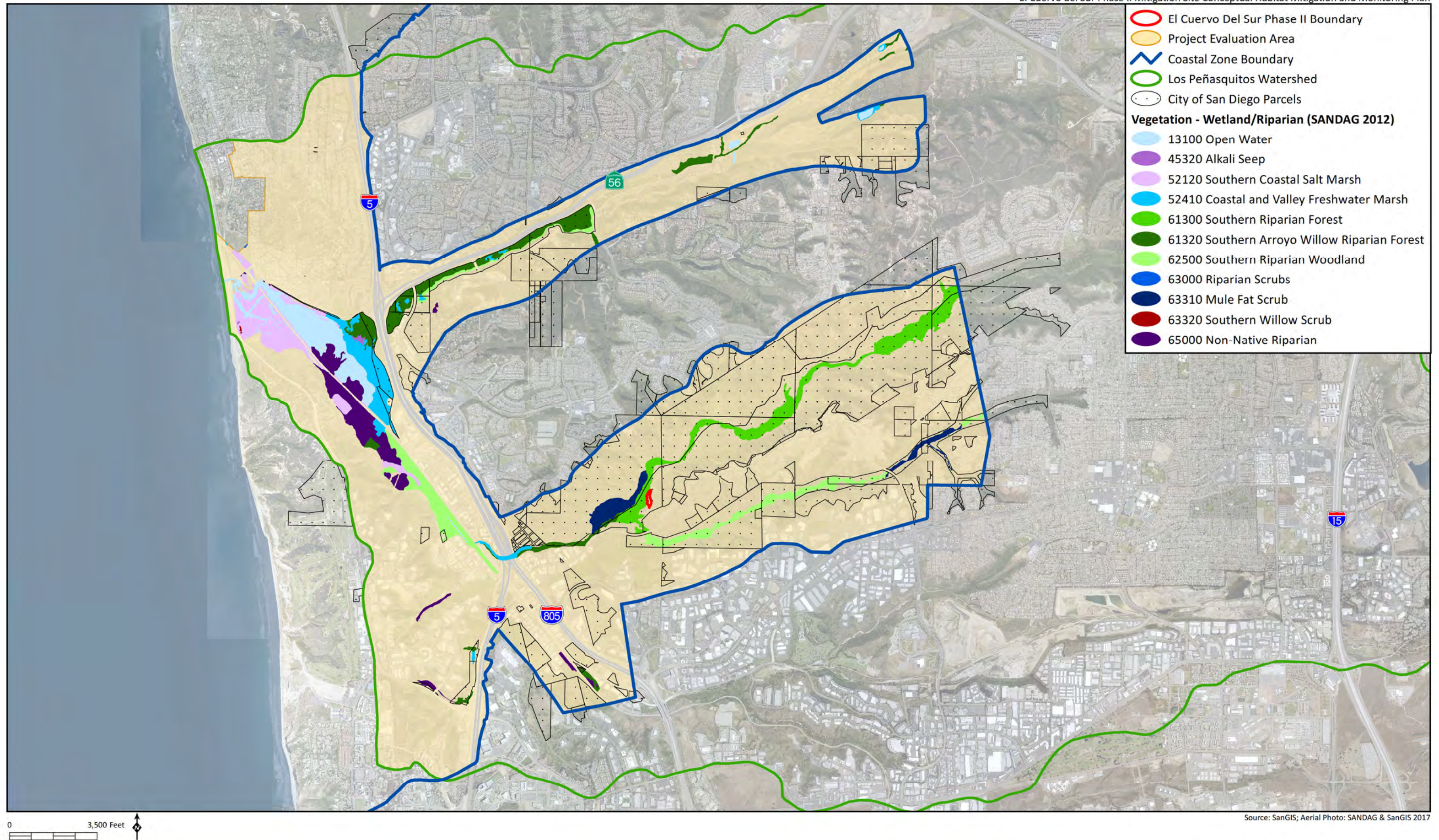
elevation from approximately -1 to 1,568 feet AMSL, and has an average elevation of 369 feet AMSL. The Phase II mitigation site is located closer to the western side of the Los Peñasquitos watershed, east of the Interstate 5.

In terms of aquatic resources within the project evaluation area, approximately 308 acres of wetland and riparian habitat are present. Using regional habitat mapping data, Figure 8 displays the distribution of wetland and riparian habitats (aquatic resources) within the project evaluation area and **Table 1** provides a summary of wetland and riparian vegetation communities. Only those areas within the MHPA that would benefit from aquatic habitat establishment (creation), rehabilitation (restoration) or enhancement are considered candidates for potential compensatory mitigation.

TABLE 1.
WETLAND AND RIPARIAN VEGETATION COMMUNITIES IN THE PROJECT EVALUATION AREA

Vegetation Community¹	Acres
Open Water (13100)	138.3
Alkali Seep (45320)	2.4
Southern Coastal Salt Marsh (52120)	111.4
Coastal and Valley Freshwater Marsh (52410)	95.2
Riparian Scrubs (63000)	0.2
Southern Riparian Forest (61300)	153.9
Southern Arroyo Willow Riparian Forest (61320)	139.4
Southern Riparian Woodland (62500)	138.8
Mule Fat Scrub (63310)	47.3
Southern Willow Scrub (63320)	0.5
Non-Native Riparian (65000)	109.3

¹ Vegetation codes and communities regional data SANDAG 2012 online.



Existing Wetland/Riparian Habitat in the Project Evaluation Area

Figure 8

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3.6 Mitigation Design

The design of the Phase II mitigation site consists of grading existing uplands to lower overall elevations, bringing the site closer to the water table and creating conditions favorable for the establishment and long-term persistence of wetland habitat. Grading will create two interconnected channels along the length of the Phase II mitigation site to facilitate flow through the Phase II mitigation site and into the adjacent Phase I mitigation site (**Figure 9**). Channel bottoms will be installed as herbaceous wetland. The downstream end of the channels will be approximately one foot higher in elevation than the rest of the channels to help retain a minimum amount of water in the mitigation site. The higher elevation areas bordering the graded channels will be installed as riparian scrub, and slightly higher elevation areas bordering the riparian scrub (and adjacent upland soil disposal area) will be installed as riparian scrub transitional habitat. Wetland hydrology for the Phase II mitigation site will primarily be provided by groundwater but elevations will be established so that surface flows inundate the three wetland habitats within the Phase II mitigation site as frequently as during 1-year to 4-year storm events. The creation of channels is intended to increase habitat diversity within the Phase II mitigation site and increase the timeframe of ponding within the site. Channels are expected to pond seasonally, but not to retain water throughout the year. Soils would be inundated or saturated to the surface for most of the year. An alternative design considered was to create one large basin within the Phase II mitigation site that may retain standing water for a longer timeframe, but it was expected to present a vector control problem. Currently, high flows following heavy rain events move through the Phase II mitigation site along a scoured access road, which was used in 2017 for installation of the Phase I project, and flow into the Phase I mitigation site. Site conditions, hydrology and elevations of the Phase I project have all been factored into the design of the Phase II mitigation site to ensure the site designs are integrated with appropriate groundwater and surface flow patterns, so that both sites establish self-sustaining wetlands. Post-grading elevations have been specified for the Phase II mitigation site to ensure proper surface flows and drainage patterns are maintained for the Phase I mitigation site. To properly distribute surface flows, the Phase II mitigation site design includes establishing a channel (drainage swale) overflow on the south end that will drain into the Phase I mitigation site, while a slightly higher drainage swale within the northwestern portion of the Phase II mitigation site will direct surface flows to a drainage catchment to the west. For much of the Phase II mitigation site, only approximately 2 feet of soil removal is planned, with deeper soil removal within portions of the channel bottom. The final depth of soil removal is being provided in grading and landscape construction plans based on updated topographic mapping and hydrology modeling results.

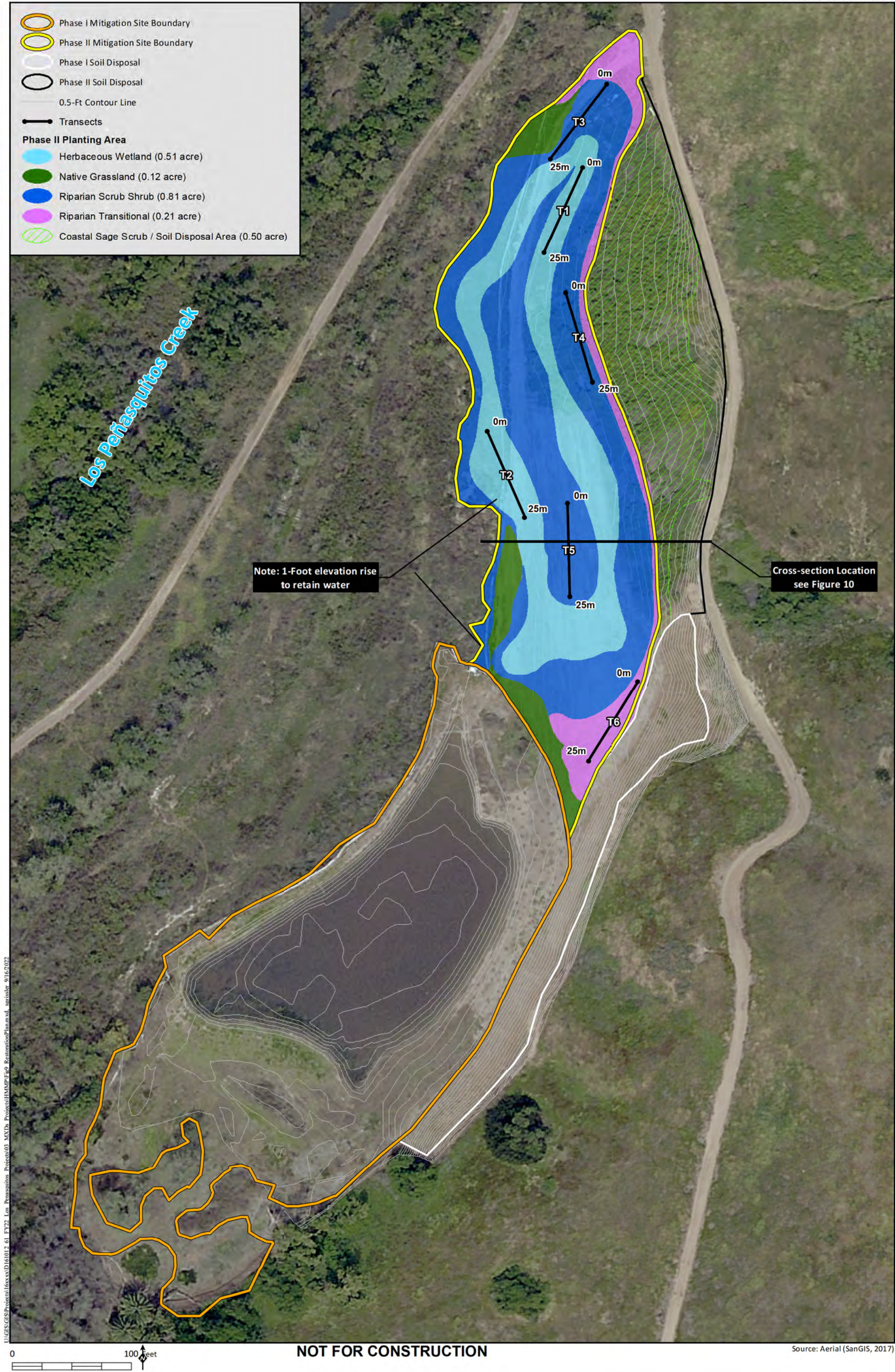
Grading will incorporate approximately 8 inches of salvaged topsoil (upper soil horizon) to establish appropriate soil conditions for successful growth of the proposed mitigation habitats. Salvaging topsoil will require temporary stockpiling of the topsoil, over-excavating below design grades, and placing the stockpiled topsoil to achieve the final desired grades. The anticipated benefits of salvaging topsoil are the topsoil includes more organic matter and available nutrients, has a better texture/composition (i.e., less clay) for wetland plant growth, and is less alkaline compared to subsoil. These benefits and establishment of a preferred upper soil horizon substrate out-weigh the potential negative effect of weed seed (resulting from non-native species that have occurred on-site to date) in the topsoil seed bank. Grading will be overseen by the qualified biologist and a cultural resources monitor as described in Section 6.4.5 of this HMMP and will be conducted with standard earth-moving equipment to mimic natural riparian landscape conditions such as micro- and macro-topographic features including pits, ponds, and hummocks (**Figure 10**). These features will be planted with the appropriate plant palette, which is intended to increase habitat interspersions within the Phase II mitigation site. Vehicle access to the Phase II mitigation site and soil

disposal area will occur along an existing dirt sewer access road located to the west and will avoid passing through the ESA (Figure 7).

Los Peñasquitos Canyon Preserve City staff will be given the opportunity to use excess soil for road and other improvements in the Los Peñasquitos Canyon Preserve (Preserve). To minimize the spread of non-native species within the Preserve, soil that may be used for improvements to the Preserve will be taken from 12 to 18 inches below grade where non-native seed is not expected. Any remaining soil will be placed in a permanent soil disposal area (Phase II soil disposal area shown in Figure 9) or will be exported from site and disposed of in accordance with the Waste Management Plan prepared for the MWMP. The soil disposal area will be weeded during the Phase II project's maintenance and monitoring period.

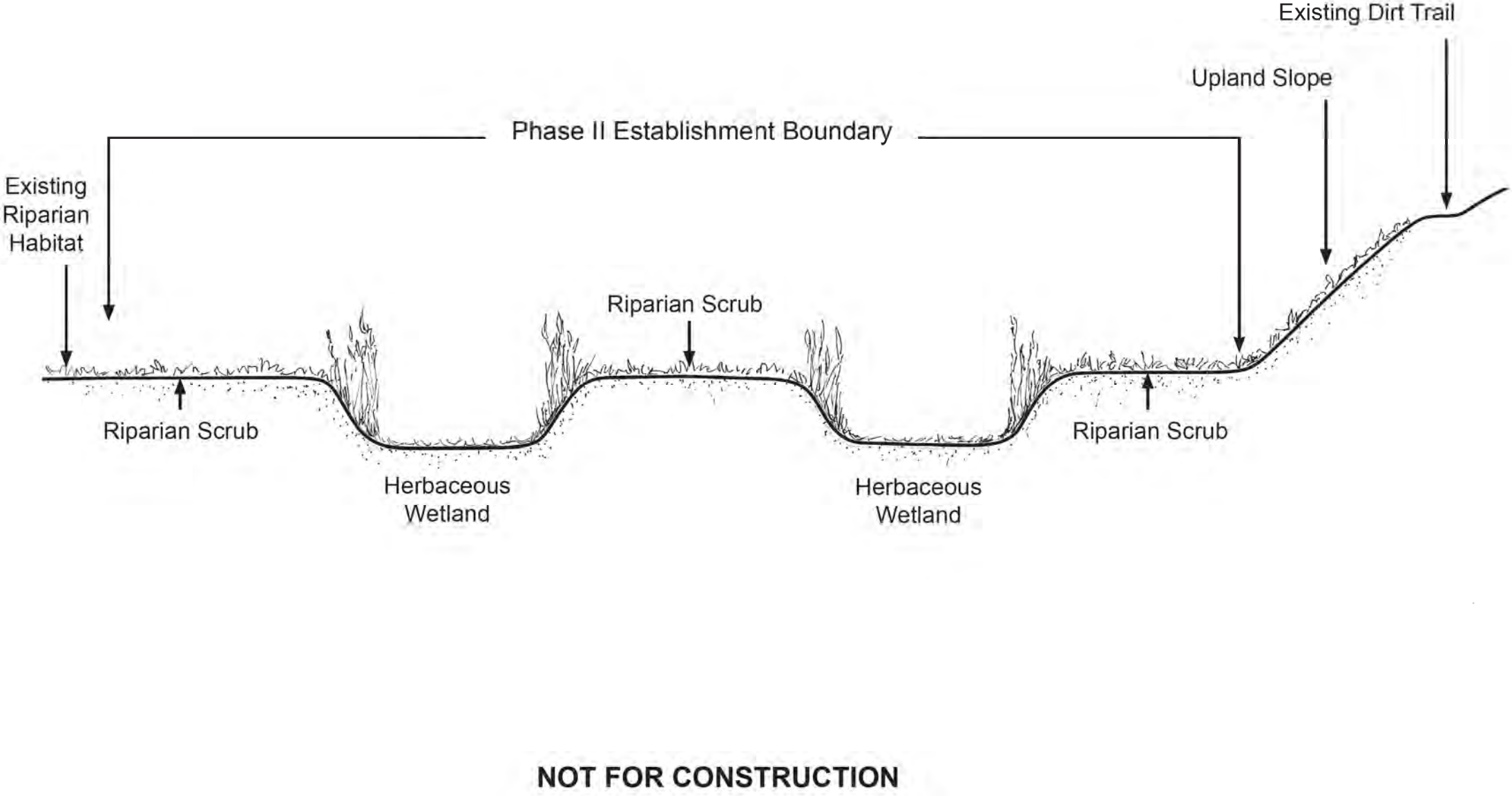
Some initial treatment of non-native species is expected after the completion of grading, particularly if there is a delay between grading and installation of plants and seed. As needed, non-native vegetation within the Phase II project will be treated with a wetland-approved herbicide (e.g., Aquamaster) and/or non-native species will be manually cut and removed from the site. All herbicide treated non-native vegetation will be left in place, as long as the treatment occurs before non-native species develop viable seed.

The Phase II mitigation site and adjacent soil disposal area will be temporarily irrigated to facilitate plant establishment, except for the lower portion of the herbaceous wetland habitat that will not require temporary irrigation. Plant installation will occur following irrigation installation and any required non-native species treatment. Grading, planting, and seeding are designed to create two wetland plant zones, with riparian communities including herbaceous wetland tending to establish along hydrologic gradients. A diverse plant palette in the riparian scrub plant zone allows for slightly higher elevations areas of the Phase II mitigation site to develop into a wetland transitional zone adjacent to the soil disposal area and upland habitat. Lower elevation areas will include herbaceous wetland plant species (e.g., cattail [*Typha* sp.], rush [*Juncus* sp.], bulrush [*Schoenoplectus* spp.], and sedge [*Carex* spp.]). The rest of the Phase II mitigation site will include riparian scrub (e.g., willows [*Salix* spp.], cottonwood [*Populus fremontii*], sycamore [*Platanus racemosa*], mule fat [*Baccharis salicifolia*], southwestern spiny rush [*Juncus acutus* ssp. *leopoldii*], San Diego marsh elder [*Iva hayesiana*], and pickleweed). The slightly higher elevation portions of the Phase II mitigation site on the western side of the Phase II mitigation site will include riparian scrub transitional habitat, which will support similar species as specified in the riparian scrub habitat but will include a different composition and some additional species (e.g., deerweed [*Acmispon glaber*] and giant wild rye [*Elymus condensatus*]). The permanent soil disposal area to the east of the Phase II mitigation site and adjacent to existing upland habitat will be seeded and revegetated with coastal sage scrub species. The approximately 0.65 acre soil disposal area contains 0.10 acre of existing Diegan coastal sage scrub, which will be treated to remove non-native species and re-seeded with coastal sage scrub species as-needed.



Mitigation Plan

Figure 9



\\NCE\GIS\SD\SD-24-35_ElCuervo\Map\HMM\Fig9_CrossSection.mxd SDD-24-35 06/14/18-RP

Source: HELIX EPI, 2018

Cross-section of Phase II Mitigation Site

Figure 10

3.7 Target Functions and Services

The overall goal of the Phase II project is to increase the aquatic function and services within the Phase II mitigation site by replacing the required jurisdictional acreage and associated aquatic functions and services of riparian habitat that will be impacted as part of current and future SWD projects. The Phase II project would provide a total of approximately 1.65 acres of wetland habitat that meets the definition of USACE, RWQCB, CDFW, CCC, and City jurisdictional areas, as described in Section 2.2 of this HMMP. Grading will lower surface elevations, establish conditions for periodic surface flows, increase surface water retention, and render the hydrology more suitable for wetland establishment.

Establishment activities within the Phase II mitigation site will improve the abiotic conditions for riparian vegetation by creating more mesic surface soil conditions. Wetter conditions will also be less suitable for black mustard and non-native grasses which currently dominate the area, further improving the prospects of a successful conversion to native riparian habitat. These actions will also improve the biotic conditions for riparian establishment by eliminating the non-native and invasive species seed bank in the surface soils. Grading of channels and incorporation of micro- and macro-topographic features including pits, ponds, and hummocks are expected to result in habitat heterogeneity, as wetland plants naturally establish in a mosaic of different environmental conditions. As wetland and riparian plants establish, the created habitat is expected to provide a variety of positive functions, including improved water quality, infiltration, nutrient cycling, flood storage capacity, and wildlife habitat, thereby contributing to the health of the overall watershed.

3.8 Multiple Species Conservation Program Consistency Analysis

The Phase II mitigation site is located within the Northern Area of the MSCP Subarea Plan and is subject to the policies, guidelines, and management directives in the MSCP Subarea Plan and management activities within the Los Peñasquitos Canyon Preserve NRMP (1998b).

The Phase II project specifically conforms to the City's MSCP Subarea Plan because it would restore disturbed and low-quality habitat in the Phase II mitigation site to higher-quality and healthier native habitat. Specifically, invasive non-native plant species will be removed via clearing, grubbing, and grading and replaced with native wetland/riparian vegetation, creating habitat for native flora and fauna, as described in Section 9 of this HMMP. Edge effects, such as maintenance-related noise adjacent to suitable habitat, would be minimized or avoided through implementation of the mitigation measures (MMs) and environmental protocols (EPs) identified in the Final Environmental Impact Report for the MWMP.

MWMP EPs and MMs applicable to the Phase II project are summarized in **Appendix H**. The Phase II project's consistency with the City's MSCP Subarea Plan's applicable General Planning Policies and Design Guidelines (Section 1.4.2), Land Use Adjacency Guidelines (Section 1.4.3), Specific Management Policies and Directives for the Northern Area (Section 1.5.8), and Area Specific Management Directives (ASDMs) for Covered Species (Appendix A) is detailed below.

3.8.1 Conditions for Coverage for MSCP Covered Species

As stated in Section 3.4.3 of this HMMP, five MSCP covered species (least Bell's vireo, light-footed Ridgway's rail, Cooper's hawk, southern mule deer, and coastal California gnatcatcher) have a moderate potential to occur within the Phase II project. This section provides an explanation as to how the Phase II project complies (or will comply through mitigation, minimization and avoidance measures) with the MSCP Subarea Plan's ASMDs for MSCP Covered Species as specified below.

Least Bell's Vireo

Conditions for coverage for least Bell's vireo are as follows:

Jurisdictions will require surveys (using appropriate protocols) during the CEQA review process in suitable habitat proposed to be impacted and incorporate mitigation measures consistent with the 404(b)1 guidelines into the project. Participating jurisdictions' guidelines and ordinances, and state and federal wetland regulations will provide additional habitat protection resulting in no net loss of wetlands. Jurisdictions must require new developments adjacent to preserve areas that create conditions attractive to brown-headed cowbirds to monitor and control cowbirds. The ASMDs must include measures to provide appropriate successional habitat, upland buffers for all known populations, cowbird control, and specific measures to prevent detrimental edge effects. Any clearing of occupied habitat must occur between September 15 and March 15 (i.e., outside of the nesting period).

The Phase II mitigation site does not currently contain suitable habitat for least Bell's vireo and the species has not been documented within the site. As a mitigation creation and enhancement project, implementation of the Phase II project would result in successional habitat for this species and would not create conditions attractive to brown-headed cowbirds; thus, the creation of upland buffers and cowbird control would not be applicable to this project. Construction activities would not occur during the breeding season of avian species (January 15 to September 15). However, if construction activities occur during the least Bell's vireo breeding season (March 15 through September 15), the Phase II project will implement MM-BIO-5 which would prohibit all clearing, grubbing, grading, or other construction activities until requirements are met. The Phase II project would comply with the MHPA Land Use Adjacency Guidelines, as detailed in Section 3.8.4. of this HMMP, which would minimize any indirect impacts or edge effects. The Phase II project's conformance with the MHPA Land Use Adjacency Guidelines will be included on construction-level grading plans pursuant to EP-LU-1. Thus, the project would conform to the ASMDs for least Bell's vireo.

Cooper's Hawk

Conditions for coverage for Cooper's hawk are as follows:

Area specific management directives must include 300-foot impact avoidance areas around the active nests, and minimization of disturbance in oak woodlands and oak riparian forests.

The Phase II mitigation site does not currently contain suitable habitat for Cooper's hawk and the species has not been documented within the site. Construction activities would not occur during the breeding season of avian species (January 15 to September 15). However, if construction activities occur during this timeframe, the Phase II project will implement MM-BIO-6 and MM-BIO-4, which requires pre-

construction surveys, the establishment of active nest buffers, and the minimization of noise and other potential disturbances; therefore, the Phase II project would conform to the ASMDs for Cooper's hawk.

Southern Mule Deer

There are no ASMDs specified for southern mule deer; however, the activities proposed as part of the Phase II project are not anticipated to impact large animal movement between core habitat areas.

Coastal California Gnatcatcher

Conditions for coverage for coastal California gnatcatcher are as follows:

Area specific management directives must include measures to reduce edge effects and minimize disturbance during the nesting period, fire protection measures to reduce the potential for habitat degradation due to unplanned fire, and management measures to maintain or improve habitat quality including vegetation structure. No cleaning of occupied habitat within the cities' MHPAs and within the County's Biological Resource Core Areas may occur between March 1 and August 15.

If construction activities occur during the coastal California gnatcatcher's breeding season (March 15 through August 15) the Phase II project will implement MM-BIO-7 which would prohibit all clearing, grubbing, grading, or other construction activities until certain requirements have been met to avoid impacts to coastal California gnatcatchers in the Phase II mitigation site. Furthermore, the Phase II project will comply with the MHPA Land Use Adjacency Guidelines (LUAGs), as detailed in Section 3.8.4 of this HMMP, which will minimize potential edge effects associated with the project. The Phase II project's conformance with the MHPA LUAGs will be included on construction-level grading plans pursuant to EP-LU-1. The project would also have fire protection measures on-site, including fire containment and extinguishing equipment, during project construction activities and its 5-year maintenance activities to reduce the potential for habitat degradation due to unplanned fire. Thus, the project would conform to the ASMD for coastal California gnatcatcher.

Light-footed Ridgway's Rail

Conditions for coverage for light-footed Ridgway's rail are as follows:

Area specific management directives must include active management of wetlands to ensure a healthy tidal saltmarsh environment, and specific measures to protect against detrimental edge effects to this species.

The site itself does not contain suitable habitat and light-footed Ridgway's rail has not been documented with the site; however, suitable habitat exists within Los Peñasquitos Creek and the adjacent Phase I project. Implementation of this Phase II project would result in additional habitat that could be used by this species, as occurred with the implementation of the Phase I project. The Phase II project will also implement MM-BIO-5, which would prohibit construction activities during the light-footed Ridgway's rail breeding season until certain requirements are met. In addition, no clearing, grubbing, grading, or other construction activities shall occur during the least Bell's vireo and Ridgway's rail breeding season (which is March 15 through September 15). Thus, the project would confirm to the ASMDs for light-footed Ridgway's rail.

3.8.2 Specific Management Policies and Directives for the Northern Area of the MSCP

The Phase II project is consistent with the Los Peñasquitos Canyon Preserve Master Plan (City 1998a), Los Peñasquitos Canyon Preserve NRMP (City 1998b), and the MSCP Subarea Plan's Specific Management Policies and Directives for the Northern Area (Section 1.5.8; City 1997). Section 1.5.8 of the MSCP Subarea Plan states:

“Los Peñasquitos Canyon Preserve will be managed according to its master plan and the Natural Resource Management Plan currently under preparation by the City Park and Recreation Department. The master plan contains some general policies and guidelines on access, trails, usage, and sensitive species. Specific management guidelines for natural, cultural and historical resources for the Los Peñasquitos Canyon Preserve will be contained in the Preserve's Natural Resource Management Plan.” Note: The NRMP was under preparation in 1997 when the MSCP Subarea Plan was prepared. The NRMP was subsequently completed in 1998 and adopted concurrently with the Master Plan by City Council in 1998.

The MSCP Subarea Plan Section 1.5.8 also provides the following priority for the Mira Mesa Community, at the edges of Los Peñasquitos Canyon and Lopez Canyon:

Develop a trail system, including appropriate signage and barriers, to direct/redirect human access into the MHPA. Close unapproved trails and access points and provide barriers or signage where necessary.

The Phase II project involves the creation of a compensatory mitigation site that will convert disturbed habitat into improved native habitat that will provide increased and improved hydrologic, biogeochemical, and habitat functions and services. Thus, the Phase II project will be consistent with the Los Peñasquitos Canyon Preserve Master Plan (City 1998a) including the (1) primary goal of long-term preservation and enhancement of environmental and cultural resources, (2) adherence to landscaping guidelines and use of appropriate native plant species, (3) removal of non-native exotic species, (4) inclusion in plans of any temporary trail closure and (5) fencing or flagging of any adjacent sensitive habitat areas to prevent disturbance. The project will be consistent with the Los Peñasquitos Canyon Preserve NRMP (1998b) including the (1) objective to enhance and restore native habitats in the Preserve, (2) opportunity to restore degraded habitat to improve the overall natural resource system in the Preserve, (3) implementation of Preserve habitat restoration and enhancement projects in priority opportunity areas such as the western region of the canyon, (4) removal of non-native exotic plants, and (5) adherence to enhancement and restoration guidelines pertaining to natural resource enhancement and habitat restoration (e.g., replace non-native vegetation with native vegetation, protect sensitive wildlife and plant species, use native plant material from the project proximity of species known to have occurred in the Preserve). Furthermore, implementation of the Phase II project will not conflict with the MSCP Subarea Plan's directive to develop a trail system, and the project will include temporary perimeter signage and fencing to direct public access away from the Phase II project until the conclusion of the 5-year maintenance and monitoring period.

3.8.3 MSCP Subarea Plan General Planning Policies and Design Guidelines

The Phase II project is consistent with the MSCP General Planning Policies and Design Guidelines (Section 1.4.2), as discussed below.

Roads and Utilities – Construction and Maintenance Policies:

1. All proposed utility lines (e.g., sewer, water, etc.) should be designed to avoid or minimize intrusion into the MHPA. These facilities should be routed through developed or developing areas rather than the MHPA, where possible. If no other routing is feasible, then the lines should follow previously existing roads, easements, rights-of-way and disturbed areas, minimizing habitat fragmentation.
 - a. No utility lines are proposed as part of the Phase II project.
2. All new development for utilities and facilities within or crossing the MHPA shall be planned, designed, located and constructed to minimize environmental impacts. All such activities must avoid disturbing the habitat of MSCP covered species, and wetlands. If avoidance is infeasible, mitigation will be required.
 - a. No new development for utilities and facilities is proposed as part of the Phase II project.
3. Temporary construction areas and roads, staging areas, or permanent access roads must not disturb existing habitat unless determined to be unavoidable. All such activities must occur on existing agricultural lands or in other disturbed areas rather than in habitat. If temporary habitat disturbance is unavoidable, then restoration of, and/or mitigation for, the disturbed area after project completion will be required.
 - a. Vehicle access to the Phase II project will occur along an existing dirt sewer access road located to the west and will avoid passing through the ESA (Figure 7). All construction and staging areas will be located within the Phase II project boundaries. Access roads will not disturb existing native habitat.
4. Construction and maintenance activities in wildlife corridors must avoid significant disruption of corridor usage. Environmental documents and mitigation monitoring and reporting programs covering such development must clearly specify how this will be achieved, and construction plans must contain all the pertinent information and be readily available to crews in the field. Training of construction crews and field workers must be conducted to ensure that all conditions are met. A responsible party must be specified.
 - a. It is possible that wildlife within Los Peñasquitos Creek passes through the Phase II project, but there are also other suitable areas adjacent to the Phase II project that allow for wildlife movement. The Phase II project may also provide foraging habitat for raptors, although these opportunities are limited given the small size of the site, abundance of weed cover, and few rodent burrows. All activities to occur as part of the Phase II project will not disrupt corridor usage. The construction phase will be the most active work phase for personnel and equipment. The Phase II project will implement all applicable MMs and EPs identified in Appendix H to avoid or minimize potential impacts to sensitive biological resources and will be monitored by the qualified biologist. The 5-year maintenance and monitoring phase is expected to include fewer personnel and be quieter/less disruptive than construction activities.

5. Roads in the MHPA will be limited to those identified in Community Plan Circulation Elements, collector streets essential for area circulation, and necessary maintenance/emergency access roads. Local streets should not cross the MHPA except where needed to access isolated development areas.
 - a. Vehicle access to the Phase II project will occur along an existing dirt sewer access road located to the west and will avoid passing through the ESA (Figure 7). No new roads will be developed.
6. Development of roads in canyon bottoms should be avoided whenever feasible. If an alternative location outside the MHPA is not feasible, then the road must be designed to cross the shortest length possible of the MHPA in order to minimize impacts and fragmentation of sensitive species and habitat. If roads cross the MHPA, they should provide for fully functional wildlife movement capability. Bridges are the preferred method of providing for movement, although culverts in selected locations may be acceptable. Fencing, grading and plant cover should be provided where needed to protect and shield animals, and guide them away from roads to appropriate crossings.
 - a. No new roads will be developed as part of the Phase II project.
7. Where possible, roads within the MHPA should be narrowed from existing design standards to minimize habitat fragmentation and disruption of wildlife movement and breeding areas. Roads must be located in lower quality habitat or disturbed areas to the extent possible.
 - a. No new roads will be designed as part of the Phase II project.
8. For the most part, existing roads and utility lines are considered a compatible use within the MHPA and therefore will be maintained. Exceptions may occur where underutilized or duplicative road systems are determined not to be necessary as identified in the Framework Management Section 1.5.
 - a. Vehicle access to the Phase II project will occur along an existing dirt sewer access road located to the west and will avoid passing through the ESA (Figure 7).

Fencing, Lighting, and Signage

1. Fencing or other barriers will be used where it is determined to be the best method to achieve conservation goals and adjacent to land uses incompatible with the MHPA. For example, use chain link or cattle wire to direct wildlife to appropriate corridor crossings, natural rocks/boulders or split rail fencing to direct public access to appropriate locations, and chain link to provide added protection of certain sensitive species or habitats (e.g., vernal pools).
 - a. Fencing on-site will be temporary to demarcate the work area and only as needed. All temporary fencing will be removed at the end of the 5-year maintenance and monitoring period.
2. Lighting shall be designed to avoid intrusion into the MHPA and effects on wildlife. Lighting in areas of wildlife crossings should be of low-sodium or similar lighting. Signage will be limited to access and litter control and educational purposes.
 - a. No lighting is included as part of the Phase II project. Signage will be posted for litter control and educational purposes only.

Materials Storage

1. Prohibit storage of materials (e.g., hazardous or toxic, chemicals, equipment, etc.) within the MHPA and ensure appropriate storage per applicable regulations in any areas that may impact the MHPA, especially due to potential leakage.
 - a. The Phase II project will not result in long-term materials storage (e.g., hazardous or toxic, chemicals, equipment, etc.). Storage may occur, as needed, temporarily during construction, per applicable regulations, and only within Phase II project boundaries.

Mining, Extraction, and Processing Facilities

1. Mining operations include mineral extraction, processing and other related mining activities (e.g., asphaltic processing). Currently permitted mining operations that have approved restoration plans may continue operating in the MHPA. New or expanded mining operations on lands conserved as part of the MHPA are incompatible with MSCP preserve goals for covered species and their habitats unless otherwise agreed to by the wildlife agencies at the time the parcel is conserved. New operations are permitted in the MHPA if: 1) impacts have been assessed and conditions incorporated to mitigate biological impacts and restore mined areas; 2) adverse impacts to covered species in the MHPA have been mitigated consistent with the Subarea Plan; and 3) requirements of other City land use policies and regulations (e.g., Adjacency Guidelines, Conditional Use Permit) have been satisfied. Existing and any newly permitted operations adjacent to or within the MHPA shall meet noise, air quality and water quality regulation requirements, as identified in the conditions of any existing or new permit, in order to adequately protect adjacent preserved areas and covered species. Such facilities shall also be appropriately restored upon cessation of mining activities.
 - a. Mining will not occur as part of the Phase II project.
2. All mining and other related activities must be consistent with the objectives, guidelines, and recommendations in the MSCP plan, the City of San Diego's Environmentally Sensitive Lands Ordinance, all relevant long-range plans, as well as with the State Surface Mining and Reclamation Act (SMARA) of 1975.
 - a. Mining will not occur as part of the Phase II project.
3. Any sand removal activities should be monitored for noise impacts to surrounding sensitive habitats, and all new sediment removal or mining operations proposed in proximity to the MHPA, or changes in existing operations, must include noise reduction methods that take into consideration the breeding and nesting seasons of sensitive bird species.
 - a. Grading activities and sediment export will follow measures that will be implemented including conducting work outside of the breeding season. However, if construction activities occur during the breeding season, the Phase II project will implement MM-BIO-5 through MM-BIO-7, which would prohibit all clearing, grubbing, grading, or other construction activities until certain requirements are met. In addition, the Phase II project may use sound attenuation (if needed), will not use nighttime lighting, and will post signage for litter control. Preconstruction and noise attenuation conditions for LBVI from the MHPA Land Use Adjacency Guidelines would be included in the Substantial Conformance Review (SCR) and will be depicted on construction-level grading plans.
4. All existing and future mined lands adjacent to or within the MHPA shall be reclaimed pursuant to SMARA. Ponds are considered compatible uses where they provide native wildlife and wetland habitats and do not conflict with conservation goals of the MSCP and Subarea Plan.
 - a. Mining will not occur as part of the Phase II project.
5. Any permitted mining activity including reclamation of sand must consider changes and impacts to water quality, water table level, fluvial hydrology, flooding, and wetlands and habitats upstream and downstream, and provide adequate mitigation.
 - a. Mining will not occur as part of the Phase II project.

Flood Control

1. Flood control should generally be limited to existing agreements with resource agencies unless demonstrated to be needed based on a cost benefit analysis and pursuant to a restoration plan.

Floodplains within the MHPA, and upstream from the MHPA if feasible, should remain in a natural condition and configuration in order to allow for the ecological, geological, hydrological, and other natural processes to remain or be restored.

- a. The Phase II project is not a flood control project. Grading will improve hydrologic function by lowering surface elevations, establishing conditions for periodic surface flows, increasing surface water retention, and rendering the hydrology more suitable for wetland establishment.
2. No berming, channelization, or man-made constraints or barriers to creek, tributary, or river flows should be allowed in any floodplain within the MHPA unless reviewed by all appropriate agencies, and adequately mitigated. Review must include impacts to upstream and downstream habitats, flood flow volumes, velocities and configurations, water availability, and changes to the water table level.
 - a. No berming or man-made constraints or barriers to creek, tributary, or river flows are included in the Phase II project design. Grading will create two interconnected channels along the length of the site to facilitate flow through the Phase II mitigation site and into the adjacent Phase I mitigation site. The creation of channels is intended to increase habitat diversity within the Phase II mitigation site and increase the timeframe of ponding within the site. Site conditions, hydrology and elevations of the Phase I mitigation site have all been factored into the design of the Phase II mitigation site to ensure the site designs are integrated with appropriate groundwater and surface flow patterns, so that both sites establish self-sustaining wetlands. Post-grading elevations have been specified for the Phase II mitigation site to ensure proper surface flows and drainage patterns are maintained for the Phase I mitigation site. To properly distribute surface flows, the Phase II mitigation site design includes establishing a channel (drainage swale) overflow on the south end that will drain into the Phase I mitigation site, while a slightly higher drainage swale within the northwestern portion of the site will direct surface flows to a drainage catchment to the west. No changes to the water table level will occur as a result of the Phase II project.
3. No riprap, concrete, or other unnatural material shall be used to stabilize river, creek, tributary, and channel banks within the MHPA. River, stream, and channel banks shall be natural, and stabilized where necessary with willows and other appropriate native plantings. Rock gabions may be used where necessary to dissipate flows and should incorporate design features to ensure wildlife movement.
 - a. No riprap, concrete, or other unnatural material shall be used to stabilize the river, and channel banks will be natural, and stabilized, where necessary, with willows and other native plants. Best Management Practices (BMPs) will be used, due to the potential for leakage, in any areas where the MHPA could be impacted.

3.8.4 MHPA Land Use Adjacency Guidelines

The City's MSCP includes Land Use Adjacency Guidelines (Section 1.4.3 of the MSCP) designed to minimize indirect impacts to sensitive resources contained in the MHPA and thus maintain the value of the preserve. The Land Use Adjacency Guidelines pertain to drainage, toxins, lighting, noise, barriers to incursion, invasive species, brush management, and grading/land development. The Phase II project's consistency with the Land Use Adjacency Guidelines is detailed below. Implementation of the Land Use Adjacency Guidelines would be required as conditions of project approval (EP-LU-1), and would be included on construction-level grading plans.

1. **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. This can be accomplished using a variety of methods including natural detention basins, grass swales or mechanical trapping devices. These systems should be maintained approximately once a year, or as often as needed, to ensure proper functioning. Maintenance should include dredging out sediments if needed, removing exotic plant materials, and adding chemical-neutralizing compounds (e.g., clay compounds) when necessary and appropriate.”

- a. The project design does not include any developed or paved areas that would drain into the MHPA. The project will not adversely affect current drainage patterns or create any new, impermeable surfaces within the project footprint. The Phase II project will lower the existing disturbed habitat elevations to bring the site closer to the water table, and establish wetland habitat, which will connect to the adjacent Phase I project. This wetland habitat will improve water quality, infiltration, nutrient cycling, and flood storage capacity. Maintenance activities performed throughout the 5-year maintenance period will address invasive exotic plant materials as well as trash. The site will then be managed and maintained in perpetuity once the site goes into its long-term maintenance and management phase.
2. **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. Such measures should include drainage/detention basins, swales, or holding areas with non-invasive grasses or wetland-type native vegetation to filter out the toxic materials. Regular maintenance should be provided. Where applicable, this requirement should be incorporated into leases on publicly owned property as leases come up for renewal.”
 - a. The Phase II project is not designed to increase existing recreational activities nor introduce any agricultural use areas. The Phase II mitigation site will create wetland habitat, which will improve water quality, infiltration, nutrient cycling, and flood storage capacity. Maintenance activities performed throughout the 5-year maintenance period will address invasive exotic plant materials as well as trash; however, no toxins will be introduced as the project will only use herbicides appropriate for aquatic environments. The site will then be managed and maintained in perpetuity once the site goes into its long-term maintenance and management phase. The existing Los Peñasquitos multi-use trail is approximately 50 feet from the Phase II mitigation site and a coastal sage scrub planting zone will provide a buffer between the trail and the wetland. The presence and the use of existing trails is not expected to have any direct or indirect impacts on the Phase II project.
3. **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.”
 - a. The Phase II project does not include the installation of lights and all project related activities will occur during the daytime hours, which will not require the use of temporary night lighting. Therefore, no impacts to sensitive species from night lighting are anticipated as a result of project-related activities.
4. **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. Excessively noisy uses or activities adjacent to breeding areas must incorporate noise reduction

measures and be curtailed during the breeding season of sensitive species. Adequate noise reduction measures should also be incorporated for the remainder of the year.”

- a. Construction activities will be conducted outside the bird breeding season (January 15 through September 15). If construction activities occur during the bird breeding season, the Phase II project will implement the applicable mitigation measures to minimize potential impacts to sensitive species. Furthermore, noise resulting from construction activities will be kept below the level of significance by utilizing sound attenuation measures, as needed. As discussed in Section 6.1 of this HMMP, active noise monitoring would be performed to determine compliance during initial Phase II project implementation and would be supplemented by either an unmanned noise monitoring station or weekly spot checks by a noise monitor during the remainder of construction during the sensitive bird breeding season. A noise monitoring report was prepared, which documents ambient noise levels and recommends feasible noise attenuation methods for to minimize indirect noise impacts associated with implementation of the Phase II project (**Appendix I**). Three feasible noise barrier scenarios are presented in Section 6.1 of this HMMP as potential options depending on the proposed construction activity and site conditions, if it is determined that noise reduction measures are needed. Post-implementation maintenance activities (e.g., treatment of non-native vegetation by personnel on foot using hand tools) conducted in conjunction with a qualified biologist are not expected to interfere with wildlife utilization of the MHPA. Planned wetland/riparian habitat enhancement activities are expected to improve habitat conditions for wildlife species. See Appendix H for a list of EPs and MMs that will be applied during the Phase II project.
5. **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.”
 - a. No permanent barriers will be constructed as part of the Phase II project, but temporary perimeter fencing and signage will direct public access away from the Phase II project and will provide a contact number for public inquiries. Temporary fencing and signage will be maintained by the installation/maintenance contractor(s) (defined in Section 5.9 of this HMMP) and removed at the end of the 5-year maintenance and monitoring period.
 6. **Invasives:** “No invasive non-native plant species shall be introduced into areas adjacent to the MHPA.”
 - a. The Phase II project will introduce native wetland plant species, and will include regular maintenance to remove non-native plants from the site in order to meet the success criteria described in Section 9 of this HMMP. Non-native plant species will not be included in the plant palette for the Phase II project. Therefore, no non-native plant species will be introduced to the MHPA as a result of Phase II project activities and all non-native plants will be removed.
 7. **Brush Management:** “New residential development located adjacent to and topographically above the MHPA (e.g., along canyon edges) must be set back from slope edges to incorporate Zone 1 brush management areas on the development pad and outside of the MHPA. Zones 2 and 3 will be combined into one zone (Zone 2) and may be located in the MHPA upon granting of an easement to the City (or other acceptable agency) except where narrow wildlife corridors require it to be located outside of the MHPA. Zone 2 will be increased by 30 feet, except in areas with a low fire hazard severity rating where no Zone 2 would be required. Brush management zones will not be greater in size that is currently required by the City’s regulations. The amount of woody vegetation clearing shall not exceed 50 percent of the vegetation existing when the initial clearing is done. Vegetation clearing shall be done consistent with City standards and shall avoid/minimize impacts to covered species to the maximum extent possible. For all new development, regardless of the ownership, the brush management in the Zone 2 area will be the responsibility of a homeowners association or other

private party. For existing project and approved projects, the brush management zones, standards and locations, and clearing techniques will not change from those required under existing regulations.

- a. No residential development is proposed as part of the Phase II project. In addition, no existing brush management zones exist within the Phase II project boundaries or are proposed. The closest existing residential development occurs over 300 feet from the eastern boundary of the Phase II mitigation site. Therefore, the brush management guidelines are not applicable to this project.
8. **Grading/Land Development:** “Manufactured slopes associated with site development shall be included within the development footprint for projects within or adjacent to the MHPA.”
- a. All grading activities will occur within the project footprint. The eastern soil disposal area adjacent to the Phase II mitigation site will have an estimated 10 percent slope, which will decline towards the Phase II mitigation site. This slope is included in the project footprint and will be seeded and revegetated with coastal sage scrub plant species.

3.9 Avoidance and Mitigation Measures

The Phase II project will implement EPs and MMs including adherence to the MSCP/MHPA Land Use Adjacency Guidelines (EP-LU-1, described in Section 3.8.4 of this HMMP) and a visual analysis for program activities (MM-AES-1).

Protection of sensitive resources will include biological monitoring and reporting (EP-BIO-3a, EP-BIO-3b, and EP-BIO-3c); proper handling of non-native invasive plant species (EP-BIO-4); sensitive plant species protection (EP-BIO-5); handling of shot hole borer–infected material, if encountered, (EP-BIO-6); unintended impact mitigation (MM-BIO-2); avoidance of nesting bird species impacts (MM-BIO-4); avoidance of listed species take, specifically least Bell’s vireo and Ridgway’s rail (MM-BIO-5); avoidance of raptor breeding impacts (MM-BIO-6), and avoidance of impacts to coastal California gnatcatcher (MM-BIO-7). Avoidance measures would include avoidance of intensive enhancement activities (e.g., use of motorized equipment such as chainsaws to remove non-native vegetation) during the breeding season of avian species, from January 15 to September 15.

Solid waste management will be in accordance with MWMP’s EPs for solid waste including adherence to the Waste Management Plan developed by the City SWD (Ninyo & Moore 2020) (EP-SW-1), reusable materials (EP-SW-2), suitable reuse (EP-SW-3), green waste (EP-SW-4), material diversion (EP-SW-6), landfill notification (EP-SW-7), composting (EP-SW-8), hazardous materials contingency plan (EP-HAZ-2), and handling of previously unknown hazardous material (EP-HAZ-3). Phase II project implementation will also include the development of a Storm Water Pollution Prevention Plan to protect overall water quality during construction activities.

Protection of unknown archaeological or tribal cultural resources that may be encountered will also be accomplished in accordance with the Cultural Resources Monitoring and Treatment Plan, avoidance of cultural resources, construction monitoring, and evaluation of program-level activities (MM-CR-1 through MM-CR-4). Additional information is provided in the El Cuervo Del Sur Phase II Wetlands Creation Project, City of San Diego, California, Archaeological Resources Report (Environmental Science Associates 2021).

Refer to Appendix H for a full description of applicable EPs and MMs.

4. Advanced Permittee Responsible Mitigation

4.1 APRM Implementation

As described in the introduction, this HMMP is being prepared in part, to satisfy an APRM requirement for the USACE (USACE 2015a, USACE 2015b), which allows the City to provide compensatory mitigation for the USACE in advance of impacts associated with SWD projects. These projects include, but are not limited to, storm channel maintenance; culvert replacement, repair, installation; and flood control activities. To comply with the APRM, the City must first demonstrate that aquatic resources have been avoided to the maximum extent practicable, then that they have minimized aquatic resources impacts to the fullest extent appropriate and practicable, and finally that they are providing adequate compensatory mitigation for the remaining unavoidable aquatic resources impacts. The APRM process includes preparation of detailed compensatory mitigation plan(s) (i.e., HMMP per City Biology Guidelines); provision of financial assurances to ensure successful compensatory mitigation implementation; and provision of a long-term management plan with a site protection mechanism, long-term management entity, and perpetual funding mechanism. For the Phase II mitigation site, long-term management of the mitigation site will be directed by the Los Peñasquitos Canyon NRMP, executed by the City PRD, and funded by the City's annual budget. Mitigation credits obtained by implementing this HMMP may only be used by the City for City public projects.

Mitigation provided by this HMMP would be used to mitigate for future impacts (excluding tidally influenced wetlands) associated with the City SWD's programs. Any excess/remaining mitigation credits available to mitigate future City project's impacts will not exceed the total mitigation required by all agencies for a given project's impacts. The City SWD will track credits used and credits to be applied for this mitigation site and provide the data to the City MSCP staff as part of the City's MSCP Annual Report to the Wildlife Agencies (see also Section 4.2, Mitigation Credit Tracking, of this HMMP).

One City project that is expected to use enhancement mitigation credits from the Phase II project is the Mission Bay Drive 1 Channel Maintenance project. A summary of this project is provided below, and the projected impacts and mitigation credits needed are discussed in Section 4.2 of this HMMP.

The Mission Bay - Mission Bay Drive facility group contains one earthen-bottom facility segment: Mission Bay Drive (Segment 1). The Mission Bay Drive 1 Channel Maintenance project occurs along Mission Bay Drive and Mission Bay Golf Course on the south side of Grand Avenue. The project segment (1,085 linear feet) is a section of an unnamed tributary to Mission Bay. The Phase II mitigation site occurs within the Los Peñasquitos Hydrologic Unit (HU) (i.e., watershed) and occurs within the Coastal Overlay Zone. Storm water flows travel southeast to northwest within the channel. Habitat functions and values within the channel are constrained by surrounding urban development and stressors include runoff pollutants, non-native plant invasion/recruitment from adjacent sources, and lack of connectivity to biological Open Space. Biological resources and planned maintenance activities were assessed as part of the MWMP (Dudek 2019). Planned permanent impacts to disturbed freshwater marsh and natural flood channel (i.e., jurisdictional resources) will require mitigation. The establishment portion of the project's mitigation requirement is proposed to be addressed by this Phase II project.

4.2 Mitigation Credit Tracking

This section provides a discussion of mitigation credit tracking for future SWD projects.

A total of 1.65 acres of mitigation credit would be available for future SWD projects in conformance with the MWMP. Once this HMMP is approved, **Table 2a** below may be used for tracking available mitigation credits for future projects. Additionally, an overall mitigation credit ledger is provided in **Table 2b**. The proposed credit release schedule is provided in **Table 2c**.

Credits will become available for use in accordance with the credit release schedule (Table 2c). Per input of USACE, the City will submit a request for credit release to USACE with the appropriate supporting documentation that criteria requirements for release have been met. Credits will be released when USACE determines the City has met the requirements. The availability and number of credits needed for City projects will be determined on a case-by-case basis after comparing the project location and type(s) of impacts to confirm the Phase II project is appropriate for providing the required compensatory mitigation.

**TABLE 2A.
MITIGATION SITE CREDIT SUMMARY**

Pre-construction Site Condition	Post-Construction Site Condition					
Habitat Types	Habitat Types	Cowardin Classification	Hydrology	Mitigation Method - Type	Acres	CRAM
Non-Aquatic (Upland)	Wetland Waters of the U.S. and State					
Disturbed Land (Disturbed Habitat – bare and weed dominated) = 1.22 acres, Non-Native Grassland = 0.31 acres, ¹ and Native Grassland = 0.12 acres	Freshwater Marsh (Herbaceous Wetland)	Palustrine Emergent	Perennial	Establishment (creation)	0.51	Depressional ²
	Riparian Scrub and Riparian Scrub Transitional	Palustrine Scrub Shrub	Perennial	Establishment (creation)	0.81 + 0.21	Depressional ²
	Native Grassland	Palustrine Scrub Shrub	Perennial	Enhancement	0.12	
Total					1.65³	

¹ Pre-construction site habitat types are discussed in Section 3.4.1 of this HMMP and are also based on the Jurisdictional Delineation (Helix 2016; Artemis 2020) which determined the site consists of upland habitat.

² As discussed in Section 9.3.6 of this HMMP, a pre-construction California Rapid Assessment Method (CRAM) could not be conducted at the Phase II mitigation site because it is currently upland habitat (score = 0), and proposes that post-construction CRAM surveys be conducted in Year 3 and Year 5 using the CRAM Depressional Wetland Field Module (with a final Year 5 target score of 65) and that scores be compared with those assessed in the impact area(s).

³ As discussed in Section 3.1, Mitigation/Enhancement Goals, of this HMMP "The Phase II mitigation site is intended to establish approximately 1.65 acres of USACE-, RWQCB-, CDFW-, CCC-, and City jurisdictional wetland habitat within the Coastal Zone in Los Peñasquitos Canyon Preserve."

**TABLE 2B.
WETLAND MITIGATION SITE CREDIT LEDGER SUMMARY**

Summary	Establishment/Creation (Cowardin Class)			Enhancement (Cowardin Class)	Total
	Freshwater Marsh (Herbaceous Wetland) (Palustrine Emergent) (Acres)	Riparian Scrub (Palustrine Scrub Shrub) (Acres)	Transitional Riparian Scrub (Palustrine Scrub Shrub) (Acres)	Native Grassland (Palustrine Scrub Shrub) (Acres)	
Total Credits	0.51	0.81	0.21	0.12	1.65
Deduction for Mission Bay Drive Project	0.44	--	--	--	0.44
Subtotal	0.44	--	--	--	0.44
Remaining Credits	0.07	0.81	0.21	0.12	1.21

NOTE: Acreages are rounded to the nearest 0.01 acre. Excess/remaining mitigation credits available to mitigate future City project's impacts will not exceed the total mitigation required by all agencies for a given project's impacts.

**TABLE 2C.
PROPOSED CREDIT RELEASE SCHEDULE**

Percentage of Credit Release	Release Criteria	Metric Methodology
30%	Written project approval	Acceptance of project by regulatory agencies and concurrence site is suitable as compensatory mitigation; City funding and contract award.
20%	Site preparation and planting installation complete	Completion of grading, invasive removal, and 120-day plant establishment period; 5-year maintenance and monitoring begun.
20%	Year 1 monitoring report and success criteria	Continue maintenance and monitoring program; adaptively manage to achieve success criteria; Year 1 success criteria have been met.
15%	Year 3 monitoring report and success criteria	Year 3 success criteria have been met and report has been submitted to the agencies.
15%	Year 5 monitoring report and success criteria	Final success criteria have been met, annual reports have been submitted to the agencies, and agencies are prepared to sign-off on the mitigation.

4.3 APRM Service Area

In accordance with the USACE-MFR agreement, each mitigation project implemented through the APRM will have a defined service area. The service area is the geographic envelope within which future SWD projects must be located to use credits from the Phase II project as compensatory mitigation for unavoidable impacts to jurisdictional resources/habitat. Service areas are watershed-based and normally include the watershed in which the mitigation project is located and abutting watersheds.

The proposed APRM primary service area is based on Hydrologic Units (watersheds) within the City of San Diego and includes the Los Peñasquitos HU (HU 906.00), which is where the Phase II mitigation site occurs and the two adjacent HU's: San Diego River (HU 907.00) and San Dieguito (HU 905.00), as well as the coastal zone portion of the Pueblo San Diego (HU 908.00) (**Figure 11**). As discussed in Section 3.2, there are limited opportunities for the City to conduct aquatic resource mitigation in this geographic area. However, because these watersheds are adjacent to one another in a localized area, they all support similar locally important native flora and fauna, and habitat with similar structure and functions. Because of these similarities, all four watersheds are appropriate to include in the service area for the Phase II mitigation site. No secondary or tertiary service areas are proposed.

5. Mitigation Roles and Responsibilities

5.1 Financial Responsibility

The City of San Diego will be responsible for financing the installation, 5-year maintenance program, and biological monitoring of the Phase II project. Damage to facilities occurring because of unusual weather or vandalism will be repaired, as directed by the qualified biologist. The cost of such repairs will be paid for as extra work. The contractor(s) defined below will be responsible for damage caused by inadequate maintenance or operation of facilities, as determined by the qualified biologist.

5.2 Project Team

A summary of all major tasks related to the Phase II project, starting with the pre-construction phase, and ending with the end of the planned five-year maintenance and monitoring period, is provided in **Table 3**.

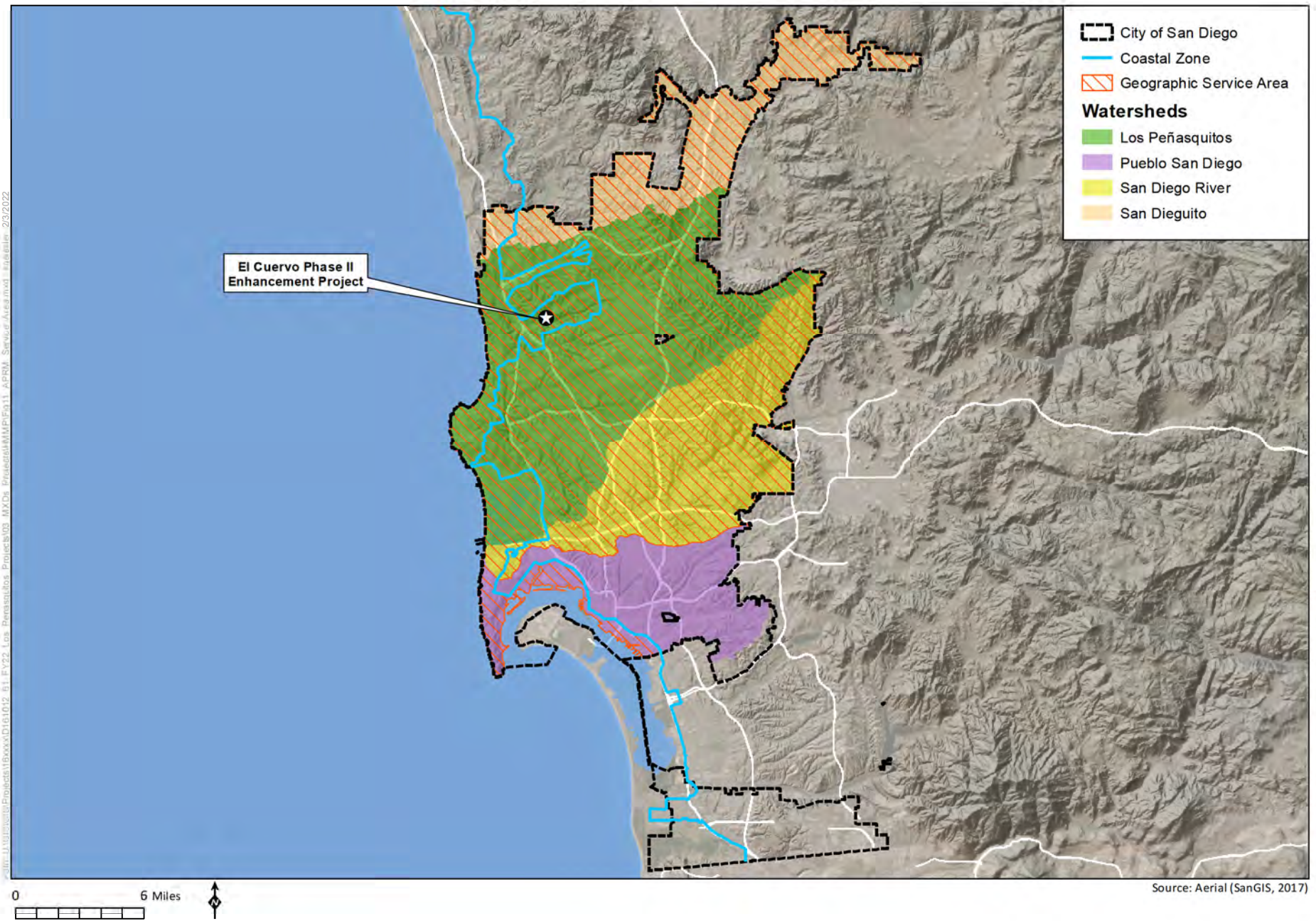
5.3 Project Proponent

The City will be responsible for retaining a qualified biologist with over five years of experience monitoring aquatic resource mitigation and habitat establishment to oversee the entire installation and monitoring of the mitigation program in coordination with City staff. The City will also be responsible for retaining qualified installation and maintenance contractors with documented successful experience installing and maintaining aquatic resource and wetland habitat restoration projects. Contact information for the project proponent is:

City of San Diego
Stormwater Department
Contact: Paul Nguyen
2781 Caminito Chollas
San Diego, CA 92105
619.527.5419

5.4 Responsible Agencies

The USACE, RWQCB, CDFW, CCC, and City's Development Services Department (DSD) will be responsible for issuing any necessary permits, reviewing and approving this HMMP, and overseeing the establishment and development of habitat within the Phase II mitigation site. The primary avenue for their participation is through the permitting process; reviewing and commenting on this HMMP, the construction documents, and subsequent annual reports; and inspecting and commenting on significant milestones involved in the implementation of this HMMP.



Advanced Permittee Responsible Mitigation Service Area

**TABLE 3.
MITIGATION PLAN CHECKLIST**

Construction Phase	Mitigation Task	Applicable Parties							
		Project Proponent ¹	Landscape Architect/Civil Engineer	Grading Contractor	Installation Contractor	Maintenance Contractor	Qualified Biologist	Cultural Resources Monitor	Resource Agencies ²
Pre-Construction	Order container plantings and seed ³				X		X*		
	Prepare Landscape/Grading Plans	X*	X				X		X*
	Attend pre-construction meeting	X		X	X		X	X	
	Install perimeter fencing				X		X*		
	Install erosion control to protect existing habitat				X		X*		
	Document pre-installation site conditions	X*					X		
Site Preparation	Clearing/Grubbing and Grading			X	X		X*	X	
	Grading inspection/potential modifications	X*		X	X		X*	X	
	Non-native plant removal				X		X*		
Installation	Install container plantings, cuttings, and seed				X		X*		
	Submit as-built mark-ups				X				
	Document as-built conditions						X		
	Prepare/submit as-built report	X*			X		X		
120-Day Establishment Period	Maintain site for 120 days, or until sign off by qualified biologist	X*			X		X*		X*
	Replace dead container plantings				X		X*		
5-year Maintenance & Monitoring Period	Maintain site for minimum of five years or until signed off by resource agencies	X*				X	X*		X*

¹ City Stormwater Department (project proponent) and City Parks and Recreation Department (land manager)

² USACE, RWQCB, CDFW, and City's Development Services Department

³ Must provide all source locations and receive authorization of final seed and plant lists prior to ordering.

* Inspection of work related to this task.

5.5 Qualified Biologist

Overall supervision of the installation and maintenance of the Phase II project will be the responsibility of a qualified biologist with over five years of experience in riparian habitat restoration. The qualified biologist will oversee the efforts of the installation/maintenance contractor(s) for the life of the Phase II project. Specific tasks of the qualified biologist include educating all participants regarding project goals and requirements; inspecting plant material; directly overseeing grading, planting, seeding, weeding, installation of erosion control materials, and other maintenance activities; and conducting regular monitoring as well as annual assessments of the mitigation effort. The qualified biologist will help ensure that the installation/maintenance contractor(s) does not inadvertently impact adjacent sensitive habitat. When necessary, the qualified biologist will provide the project proponent and contractor(s) with a written monitoring memo, including a list of items in need of attention. The qualified biologist will prepare and submit required reports annually.

5.6 Civil Engineer

A registered civil engineer will prepare final mitigation implementation construction documents, including grading, site protection, and cost estimates for bidding purposes and as construction contract documents for the Phase II project and will inspect grading.

5.7 Landscape Architect

A licensed landscape architect will prepare the final mitigation implementation construction documents, including irrigation and planting plans, in coordination with the project qualified biologist. They will provide the draft landscape plans to the USACE, RWQCB, CDFW, CCC, and City for review and approval prior to initiating construction. The landscape architect will inspect the grading and temporary irrigation system.

5.8 Grading Contractor

The grading contractor will be responsible for clearing/grubbing and site grading, under the direction of the qualified biologist. Once at-grade, soils will be inspected by the qualified biologist and further testing and possible over-excavation and backfill with more appropriate soils may be required, although it is not expected to be necessary due to planned topsoil salvaging and replacement. Inappropriate soils include dense clay or rock.

5.9 Installation/Maintenance Contractor(s)

The installation and maintenance contractor(s), hired by the project proponent, will have experience in wetland and riparian habitat restoration, be knowledgeable as to the maintenance of native riparian habitat, and be familiar with native and non-native plants. The maintenance contractor and the installation contractor may be the same entity. The installation and maintenance contractor(s) will be a firm (or firms) holding a valid C-27 Landscape Contracting License from the State of California, a valid Maintenance Gardener Pest Control Business License or Pest Control Business License, and a Qualified Applicator Certificate or Qualified Applicator License, with Category B, that will allow them to perform the required work for this mitigation project. The project proponent may change contractors at its discretion. The installation

contractor will be responsible for irrigation installation, pre-planting weed control, planting, seeding, and maintenance of the Phase II mitigation site during the 120-day plant establishment period (PEP).

After the installation contract is completed (i.e., after the 120-day PEP is signed off by the qualified biologist and the City), a maintenance contractor will implement maintenance for the 5-year minimum monitoring period. The maintenance contractor will service the entire mitigation area according to the maintenance schedule (Section 7.1, below). Services will include, but not be limited to, weed control, irrigation maintenance, trash removal, watering, dead plant replacement, re-planting, re-seeding, and pest and disease management. The maintenance contractor also will remove the above-ground portion of the irrigation system as directed by the qualified biologist. All activities conducted will be seasonally appropriate and approved by the qualified biologist. The maintenance contractor will meet the qualified biologist at the site when requested and will perform all checklist items in a timely manner as directed.

5.10 Nursery (Seed/Plant Procurement)

Plant material should be locally propagated and collected from coastal San Diego County within 25 miles of the Phase II mitigation site and ideally from within the Los Peñasquitos Creek watershed. Plants and seed may be purchased from a nursery or contract grown. Plant species and quantities may be modified by the qualified biologist based on availability and/or input from the regulatory agencies or City PRD.

6. Installation Plan

6.1 Installation Schedule

Wetland mitigation activities will begin immediately after contracts are secured, as weather allows, and should be completed within five months or as quickly as practicable. As soon as possible following establishment authorization, the installation contractor should begin making arrangements to obtain appropriate locally propagated and collected plant material specified in the plant palettes. Mitigation implementation is dependent on seasonal factors. Installation is planned to occur in the fall (after September 15) to ensure that planting and seeding coincide with the beginning of the rainy season.

During protocol surveys conducted in 2017 least Bell's vireo were observed approximately 150 feet away from the Phase II mitigation site (HELIX 2017a). Although not observed during 2017 protocol surveys (HELIX 2017b), light footed Ridgway's Rail has a moderate potential to occur within 300 feet of the Phase II mitigation site. Construction activities would not occur during the breeding season of avian species (January 15 to September 15). However, if construction activities occur during the breeding season for least Bell's vireo or light footed Ridgway's rail (March 15 through September 15), the Phase II project will implement MM-BIO-4 and MM-BIO-5 which would prohibit all clearing, grubbing, grading, or other construction activities until certain requirements are met, such as pre-construction surveys, implementation of noise attenuation measures, and monitoring.

A Noise Monitoring Report was prepared for the Phase II project (Appendix G). This report documents the ambient noise levels at the Phase II mitigation site and recommends feasible noise attenuation methods to minimize indirect noise impacts that may occur within 300 feet of occupied habitat during the California gnatcatcher breeding season (March 1 to August 15) and least Bell's vireo/light footed Ridgway's rail (March 15 to September 15). Ultimately, three different noise barrier scenarios are

considered feasible for implementation during the sensitive avian breeding season (March 1 to August 15 for California gnatcatcher, and March 15 to August 15 for least Bell's vireo and light footed Ridgway's rail): (1) if extended construction activities would occur within the breeding season of sensitive avian species – erect a 10-foot-tall barrier along the edge of potentially occupied habitat; (2) if construction activities during the sensitive avian breeding season would only occur furthest from the edge of potentially occupied habitat – erect an 8-foot-tall barrier along the edge of potentially occupied habitat; or (3) if only very limited work would occur during the sensitive avian breeding season – an appropriate barrier could be erected directly adjacent to the working equipment. Active noise monitoring would be provided to determine initial compliance; this would be supplemented by either an unmanned noise monitoring station or weekly spot checks by a noise monitor during the remainder of construction during the sensitive avian breeding season.

As noted above, no clearing or grading will occur within 300 feet of occupied habitat during the sensitive avian breeding season. If vegetation removal needs to occur during the raptor breeding season (between January 15 and August 31), a pre-construction survey for nesting raptors will be required as well as other restrictions (e.g., no clearing or grading will occur within 300 feet of a Cooper's Hawk nesting site) will be implemented according to the City's Biology Guidelines (City 2018) and MM-BIO-6.

Necessary site preparation and habitat installation should be completed immediately upon grading approval. In the event that the project applicant is wholly or partly prevented from performing obligations under the final plans because of unforeseeable circumstances or causes beyond reasonable control, and without the fault of negligence of the project applicant, including but not limited to natural disasters (e.g., earthquakes, etc.), labor disputes, sudden actions of the elements (e.g., landslide activity, ponding of the work area), or actions by federal or state agencies, or other governments, the project applicant will be excused by such unforeseeable cause(s).

Construction and installation dates will be dependent on seasonal hydrological conditions within the Phase II mitigation site. Following completion of these activities, irrigation will be installed, and the Phase II mitigation site will be planted and seeded. Monitoring of the mitigation effort will begin following the post-installation aquatic resource jurisdictional delineation of the Phase II mitigation site, continue throughout the 120-day PEP, and continue for a minimum of five years following completion of the PEP (see Section 8 of this HMMP). Maintenance of the Phase II mitigation site will begin following completion of habitat installation and will continue during the 120-day PEP and for a minimum of five years thereafter (see Section 7 of this HMMP). The soil disposal area will be installed, monitored, and maintained on the same schedule as the Phase II mitigation site. Manual non-native plant removal or control (including use of herbicides) may be conducted at the Phase II mitigation site at any time of year during the maintenance and monitoring periods, provided they do not involve use of equipment which could result in noise-related direct or indirect impacts to sensitive bird species (i.e., greater than 60 decibels hourly average). In addition to riparian habitat along Los Peñasquitos Creek, the adjacent Phase I project has developed suitable habitat for least Bell's vireo and light footed Ridgway's rail and will complete Year 5 of its maintenance/monitoring period in December 2022.

6.2 Construction Access and Staging

A Right-of-Entry permit is not required for implementation of this plan. However, the City's PRD shall be notified prior to any disturbance activities. Vehicle access to the Phase II mitigation site will occur

along an existing dirt sewer access road and a portion of the Los Peñasquitos Trail within the Los Peñasquitos Canyon Preserve, connecting Sorrento Valley Boulevard and the Los Peñasquitos Canyon Trail (Figure 7). Vehicle access will not occur along Los Peñasquitos Canyon Trail through the ESA. Some equipment (e.g., irrigation materials or container plantings) may be temporarily stored directly inside of the Phase II project.

Equipment access (e.g., excavator, front end loader, small bulldozer, dump truck, and/or backhoe) will be required for soil removal within the Phase II mitigation site. The type of equipment used for site preparation and installation will be at the discretion of the installation contractor.

As part of construction access, BMPs will be implemented for maintaining and cleaning construction and vehicle equipment prior to entering the Los Peñasquitos Canyon Preserve and Phase II project to prevent the accidental introduction of non-native, invasive species propagules (i.e., seed and live vegetative material). BMP requirements will be reviewed during the pre-construction meeting, and compliance at the site will be verified by the City resident engineer and qualified biologist. These BMPs could include, but not be limited to:

- Cleaning (power washing) of vehicles including tires and undercarriages before driving to the site
- Cleaning hand tools and motorized tools and equipment before bringing them on-site
- Cleaning boots and checking clothing for plant material (e.g., seed) prior to accessing the site

Temporary staging for construction activities will be conducted within the boundaries of the Phase II project and will be revegetated as part of the project. Temporary staging areas will be decommissioned prior to completion of habitat installation within the Phase II mitigation site and soil disposal activities. All vehicles and construction equipment will be restricted to the staging area(s), which will be temporarily fenced, when not required for construction activities (see Figure 7. Based on a request from the City's PRD, temporary construction fencing will be green (not orange). No impacts to existing native habitat (Diegan coastal sage scrub and native grassland – saltgrass) will be permitted as a result of implementation of the Phase II project. All construction and maintenance materials will not be stored along dirt roads or trails, where it could block access. No known utility easements occur within the Phase II project; however, the installation contractor will be responsible for determining the location of any buried utilities prior to any earth disturbance.

6.3 Pre-construction Activities

Prior to establishment habitat installation, container plantings and seed will be ordered, a pre-construction meeting to identify the limits of work, access, and staging areas will be held, all Phase II project limits of work will be staked, and signs addressing the mitigation effort will be installed. In addition, existing site conditions will be documented by the qualified biologist.

6.3.1 Order Container Plantings and Seed

The plant species selected for installation in this Phase II project have been observed in the Los Peñasquitos Canyon Preserve or are native in the region and known from this watershed. A combination of container plants, cuttings, and seed will be used for the Phase II project. All plants, cuttings, and seed installed at the site should be to the extent possible collected or propagated from local plant populations

occurring in coastal San Diego County within 25 miles of the Phase II project. Mule fat and willow species should be established from locally collected cuttings, if available. Substitutions, other donor sites, or use of commercial material may be allowed if materials are unavailable, at the discretion of the qualified biologist and City PRD staff.

The qualified biologist must approve all seed and container stock orders, including specific species and source locations, prior to finalizing. Initial container stock orders should include 10 to 15 percent more plants than specified in the plans to help ensure adequate establishment success. Extra container stock may be installed at the time of initial planting or be held at interim in a nursery to be used to replace plants that die during the PEP, at the installation contractor's/qualified biologist discretion. As soon as possible following notice to proceed, the installation contractor should begin making arrangements to obtain appropriate locally propagated and collected plant material specified in the plant palettes. It is important to note that many of the species specified for planting will have mature seed between late spring and late summer. Collected seed (by a qualified seed supplier or via a seed collection contract) will be labeled and stored in a cool, dry location until it is used at the Phase II mitigation site. To aid plant establishment, plants should be inoculated with mycorrhizae by the nursery or at installation.

6.3.2 Pre-construction Meeting

Prior to the initiation of construction activities, an on-site meeting will be held with the project proponent, grading contractor, installation contractor, qualified biologist, and City PRD staff (EP-BIO-3b). Topics that will be addressed at this meeting include but are not limited to: (1) timing constraints for clearing/grubbing/grading activities, (2) identification of sensitive areas and a strategy for avoidance, (3) defining site access routes and restrictions, (4) locating temporary staging areas within the Phase II mitigation site and/or adjacent soil disposal area), and (5) the overall mitigation project goal.

6.3.3 Pre-construction Site Documentation

Pre-installation photos will be taken from at least two designated photo documentation stations. This information will be used later to track vegetation establishment from four designated permanent photo viewpoints (Figure 9) where photos will be taken after installation planting and then annually for five years.

6.3.4 Delineating Limits of Work

Prior to any construction activities, the limits of the Phase II mitigation site and adjacent soil disposal area will be surveyed and staked by a surveyor. To avoid unnecessary impacts to existing habitat and maximize the success of the mitigation effort, a qualified biologist will inspect the staking and modify, as necessary. The outer limits of the Phase II mitigation site and adjacent soil disposal areas will be delineated with green construction fencing to restrict access and discourage work from occurring outside of authorized areas. Fencing will be installed by the installation contractor. To protect existing adjacent habitat from potential construction and erosion impacts, silt fencing and/or other erosion control measures will be installed on downslope portions of the Phase II mitigation site, as needed. All fencing will be inspected by a qualified biologist prior to the start of construction activities. This fencing may be removed after the site has stabilized and sufficient vegetation has established to control erosion; however, it can stay in place until the end of the five-year maintenance and monitoring period if needed. The access route

(the existing dirt sewer access road) will not be marked; however, it will be identified in advance of starting work.

6.3.5 Temporary Signage

Temporary signs will provide an explanation of the Phase II project and a contact number for any public inquiries. Signs will be installed at all entrances to the Phase II project, and will be removed at the completion of the five-year maintenance and monitoring period.

6.4 Site Preparation

6.4.1 Timing

If possible, site preparation should start on September 16, immediately after the end of the bird breeding season (September 15) but prior to the rainy season. This timing would allow plantings/seed to become established during the cooler rainy season, and ideally to complete grading before seasonal rains make the site too wet.

6.4.2 Plant Salvage

One sensitive plant specimen, *Iva hayesiana*, has been noted on-site and will be handled in accordance with EP-BIO-5. The grading has been revised to avoid disturbance to it. No other sensitive plant species have been observed on-site. Native vegetation within the Phase II project (native grassland [Tier I] and Diegan coastal sage scrub [Tier II]) will also be avoided. No plant salvage is proposed.

6.4.3 Clearing/Grubbing

Clearing and grubbing will occur after the limits of the Phase II project have been marked, and prior to grading. All non-native, invasive plant species as well as debris will be removed from the Phase II project. Trash and other debris removed from the Phase II project will be disposed of in a licensed landfill. Plant material not in flower or seed may be mulched and left on-site; all plant material may also be hauled away and disposed of in a licensed landfill. The EPs associated with handling non-native invasive plant species and vegetation disposal are summarized in Appendix H.

6.4.4 Soil Salvage

Salvaging, stockpiling, and replacement of approximately 8 inches of topsoil is planned. Salvaged topsoil needs to be stockpiled separately, marked with signage, and protected with silt fence completely around the stockpile. Stockpiling will occur entirely within the Phase II project boundaries as identified by the installation contractor.

6.4.5 Grading

The Phase II mitigation site will be graded between approximately one and four feet. The qualified biologist will make changes as necessary, based on field conditions. Los Peñasquitos Canyon Preserve staff will be given the opportunity to use excess soil for road and other improvements in the Preserve. To minimize the spread of non-native species within the Preserve, soil potentially used for improvements to the Preserve will be taken from 12 to 18 inches below grade where non-native seed is not expected. Any

remaining soil will be placed in the permanent soil disposal area (upslope of the Phase II mitigation site) or will be exported from the site and disposed of in a legal manner at a licensed landfill.

The grading would be done with standard earth-moving equipment to mimic a natural riparian landscape condition. After rough grading and replacement of topsoil, the surface soil will be tilled or ripped for decompaction, as necessary. Should at-grade soil testing determine that soils on-site would benefit from amendments, the qualified biologist will be consulted to determine if the installation contractor should incorporate amendments prior to planting and seeding. Any plant material, trash, and other debris removed from the establishment area will be disposed of in a licensed landfill pursuant to the EPs of the MWMP (see Appendix H).

As noted in the El Cuervo del Sur Phase II Wetlands Creation Project Archaeological Resources Report (ESA 2022b), and as required by MM-CR-3, a cultural resources monitor will be required during disturbance to native soils such as clearing, grading, or planting. If cultural resources are encountered during ground-disturbing activities, work in the immediate vicinity will be suspended until the discovery is assessed by a qualified archaeologist, the City of San Diego is contacted, and treatment is determined (HELIX 2017c; ESA 2022b). Although there is no evidence to suggest the presence of human remains, in the unlikely event that human remains are encountered during ground-disturbing activities, all work shall cease and no soil shall be exported off-site until the Medical Examiner has been notified, and in compliance with the applicable procedures set forth by the California Public Resources Code and State Health and Safety Code. Should the remains be identified as Native American, the Native American Heritage Commission shall be contacted within 48 hours to provide a most-likely descendent to determine appropriate actions.

6.4.6 Erosion Control

Prior to clearing/grubbing and grading, erosion control will be installed along the perimeter of the Phase II mitigation site to protect adjacent habitat from potential construction and erosion impacts. Erosion control measures will be maintained by the grading, installation, and maintenance contractors, as appropriate. Modified or additional erosion control may be recommended by the qualified biologist.

6.4.7 Irrigation Installation

Temporary, above-ground irrigation will be installed throughout the Phase II mitigation site (except for the lower portions of the herbaceous wetland) and adjacent soil disposal area per the Phase II project's landscape plans. Water may be supplied to the irrigation system via a water hook-up located just west of the historic adobe site and the entrance to the sewer maintenance access road at Sorrento Valley Road (Figure 7 on the left; water hook-up and irrigation designs will be shown in construction drawings). This water source was used for the Phase I project, El Cuervo Norte Mitigation project, and El Cuervo Wetland Revegetation Mitigation project. The irrigation system will incorporate the use of moisture sensors connected to an irrigation controller; this will allow for the application of water on an as-needed basis. The landscape architect, together with the installation contractor, will inspect the irrigation to ensure full coverage of target areas prior to plant/seed installation.

6.4.8 Weed Eradication

Following grading, non-native and invasive plant species removal will be conducted, as necessary, within the Phase II project, which includes the 1.53-acre establishment area and the 0.12-acre enhancement area (Phase II mitigation site), and the adjacent 0.65-acre soil disposal revegetation area. These areas will be maintained throughout the minimum 5-year monitoring and reporting period, and if accepted by City PRD at the end of the monitoring period, in perpetuity as required by the Los Peñasquitos Canyon Preserve's NRMP.

6.5 Plant Installation Specifications

6.5.1 Installation Timing

Planting and seeding the Phase II project is intended to occur at the beginning of the rainy season, in late October or November. It should occur as soon as possible after site preparation, which is scheduled to occur after September 15 (i.e., after bird breeding season).

6.5.2 Plant/Seed Palettes

Three plant palettes are provided for the wetland establishment area of the Phase II mitigation site. The lower elevation channels will be installed with the herbaceous wetland palette (**Table 4**). The rest of the establishment area will be installed with a riparian scrub palette (**Table 5**) and a riparian scrub transitional palette (**Table 6**). The native grassland enhancement areas of the Phase II mitigation site will be evaluated by the qualified biologist on-site, managed for weeds, and implanted with a selection of appropriate species from the riparian scrub palette (**Table 7**). The native grassland is currently classified as upland but meets USACE criteria for wetlands plant cover due to the dominant plant species being saltgrass, which is facultative. The native grassland is expected to transition from upland to wetland through the restoration due to improved hydrologic function after grading and restoration planting. The permanent soil disposal area to the east of the Phase II mitigation site and adjacent to existing upland habitat will be seeded with an upland coastal sage scrub plant palette (**Table 8**). Given its slightly higher elevation, it is expected that the eastern edge of the wetland establishment area of the Phase II mitigation site will develop into a transitional wetland habitat adjacent to the soil disposal area and upland habitat. Thus, the riparian scrub transitional palette includes mesic riparian and some transitional/upland plant species.

TABLE 4.
HERBACEOUS WETLAND PLANT PALETTE (0.51 ACRES)

Seed Mixture				
Scientific Name	Common Name	% Purity/ Germination ¹	Application Rate (lbs./acre)	Amount to Be Ordered (lbs.) ²
<i>Ambrosia psilostachya</i>	western ragweed	20/30	2	1.0
<i>Carex praegracilis</i>	cluster field sedge	60/80	1	0.5
<i>Carex spissa</i>	San Diego sedge	95/70	1	0.5
<i>Eleocharis macrostachya</i>	common spikerush	90/70	1	0.5
<i>Juncus mexicanus</i>	Mexican rush	-	1	0.5
<i>Mimulus guttatus</i>	seep monkey flower	10/60	1	0.5

Seed Mixture				
Scientific Name	Common Name	% Purity/ Germination ¹	Application Rate (lbs./acre)	Amount to Be Ordered (lbs.) ²
<i>Pluchea odorata</i>	salt marsh fleabane	20/50	2	1.0
<i>Schoenoplectus [Scirpus] acutus</i>	common tule	98/60	1	0.5
<i>Schoenoplectus [Scirpus] americanus</i>	Olney's three-square bulrush	90/60	1	0.5
TOTAL			11	5.5

Container Plantings*					
Scientific Name	Common Name	Spacing on Center (feet)	Grouping Size	Number per Acre	Quantity Required
<i>Anemopsis californica</i>	yerba mansa	5	15	200	102
TOTAL				200	102

- * All container stock is one-gallon size, except where noted; 10-15 percent extra plantings should be ordered and either installed or kept at a nursery facility and installed as-needed to compensate for plant mortality.
- ¹ Based on 2017 seed list from S&S Seeds.
- ² Application rate * Size of project = Amount to be ordered (lbs.). Order amount shall be adjusted based on purity and germination rates at the time and location that seeds are procured.

TABLE 5.
RIPARIAN SCRUB PLANT PALETTE (0.81 ACRES)

Seed Mixture				
Scientific Name	Common Name	% Purity/ Germination ¹	Application Rate (lbs./acre)	Amount to Be Ordered (lbs.) ²
<i>Ambrosia psilostachya</i>	western ragweed	20/30	2	1.6
<i>Artemisia douglasiana</i>	mugwort	15/50	2	1.6
<i>Artemisia dracuncululus</i>	tarragon	10/60	2	1.6
<i>Artemisia palmeri</i>	San Diego sagewort	-	1	0.8
<i>Cressa truxillensis</i>	alkali weed	10/70	3	2.4
<i>Elymus triticoides</i>	beardless wild ryegrass	90/80	3	2.4
<i>Isocoma menziesii</i>	goldenbush	40/30	0.5	0.4
<i>Juncus mexicanus</i>	Mexican rush	-	1	0.8
<i>Mimulus guttatus</i>	seep monkey flower	10/60	1	0.8
<i>Muhlenbergia rigens</i>	deergrass	80/70	3	2.4
<i>Oenothera elata</i> ssp. <i>Hookeri</i>	great marsh evening-primrose	98/80	0.5	0.4
TOTAL			19	15.2

Container Plantings*					
Scientific Name	Common Name	Spacing on Center (feet)	Grouping Size	Number per Acre	Quantity Required
<i>Baccharis salicifolia</i> **	mule fat ²	5	3	200	162
<i>Distichlis spicata</i>	saltgrass	3	20	200	162

Container Plantings*					
Scientific Name	Common Name	Spacing on Center (feet)	Grouping Size	Number per Acre	Quantity Required
<i>Frankenia salina</i>	alkali-heath	3	10	200	162
<i>Iva hayesiana</i>	San Diego marsh-elder	5	5	50	41
<i>Juncus acutus ssp. Leopoldii</i>	southwestern spiny rush	5	5	50	41
<i>Platanus racemosa</i>	western sycamore	15	2	5	4
<i>Populus fremontii</i>	Fremont cottonwood	15	3	10	8
<i>Quercus agrifolia</i>	coast live oak	15	2	5	4
<i>Rosa californica</i>	California rose	3	3	25	20
<i>Rubus ursinus</i>	California blackberry	3	3	25	20
<i>Salicornia pacifica [virginica]</i>	Pacific pickleweed	3	10	200	162
<i>Salix exigua</i> **	sand bar willow ²	10	3	30	24
<i>Salix gooddingii</i> **	black willow ²	15	5	100	81
<i>Salix laevigata</i> **	red willow ²	15	5	50	41
<i>Salix lasiolepis</i> **	arroyo willow ²	15	5	100	81
<i>Sambucus nigra ssp. Canadensis</i>	blue elderberry	12	3	25	20
TOTAL				1,275	1,033

* All plantings will be in one-gallon sized containers except for the following, which will be five-gallon: western sycamore, Fremont cottonwood, coast live oak, and blue elderberry; 10-15 percent extra plantings should be ordered and either installed or kept at a nursery facility and installed as-needed to compensate for plant mortality.

** Mule fat and willow species should be established from locally collected cuttings, if available. If cuttings are collected from the Los Peñasquitos Canyon Preserve, it is required this be conducted in coordination with City PRD staff.

¹ Based on 2017 seed list from S&S Seeds.

² Application rate * Size of project = Amount to be ordered (lbs.). Order amount shall be adjusted based on purity and germination rates at the time and location that seeds are procured.

TABLE 6.
RIPARIAN SCRUB TRANSITIONAL PLANT PALETTE (0.21 ACRES)

Seed Mixture				
Scientific Name	Common Name	% Purity/ Germination ¹	Application Rate (lbs./acre)	Amount to Be Ordered (lbs.) ²
<i>Acmispon glaber</i>	deerweed	95/80	2	0.4
<i>Ambrosia psilostachya</i>	western ragweed	20/30	2	0.4
<i>Artemisia dracuncululus</i>	tarragon	10/60	2	0.4
<i>Artemisia palmeri</i>	San Diego sagewort	70/76	2	0.4
<i>Cressa truxillensis</i>	alkali weed	10/70	3	0.6
<i>Elymus condensatus</i>	giant wild-rye	90/80	3	0.6
<i>Isocoma menziesii</i>	goldenbush	40/30	0.5	1.1
<i>Muhlenbergia rigens</i>	deergrass	80/70	3	0.6
<i>Oenothera elata ssp. Hookeri</i>	great marsh evening-primrose	98/80	1.5	0.3
TOTAL			19	4.8

Container Plantings*					
Scientific Name	Common Name	Spacing on Center (feet)	Grouping Size	Number per Acre	Quantity Required
<i>Baccharis salicifolia</i> **	mule fat ²	5	5	200	42
<i>Distichlis spicata</i>	saltgrass	3	12	200	42
<i>Frankenia salina</i>	alkali-heath	4	6	100	21
<i>Heteromeles arbutifolia</i>	toyon	14	3	20	5
<i>Iva hayesiana</i>	San Diego marsh-elder	5	5	50	11
<i>Platanus racemosa</i>	western sycamore	40	1	8	3
<i>Populus fremontii</i>	Fremont cottonwood	35	3	30	6
<i>Quercus agrifolia</i>	coast live oak	50	1	5	3
<i>Rosa californica</i>	California rose	4	3	50	11
<i>Rubus ursinus</i>	California blackberry	4	3	30	6
<i>Salicornia pacifica [virginica]</i>	Pacific pickleweed	3	6	112	24
<i>Salix exigua</i> **	sand bar willow ²	10	3	30	6
<i>Salix laevigata</i> **	red willow ²	15	5	60	12
<i>Salix lasiolepis</i> **	arroyo willow ²	15	5	120	24
<i>Sambucus nigra</i> ssp. <i>Caerulea</i>	blue elderberry	20	3	25	6
TOTAL				1,040	222

* All plantings will be in one-gallon sized containers except for the following, which will be five-gallon: western sycamore, Fremont cottonwood, coast live oak, and blue elderberry; 10-15 percent extra plantings should be ordered and either installed or kept at a nursery facility and installed as-needed to compensate for plant mortality.

** Mule fat and willow species should be established from locally collected cuttings, if available.

¹ Based on 2017 seed list from S&S Seeds.

² Application rate * Size of project = Amount to be ordered (lbs.). Order amount shall be adjusted based on purity and germination rates at the time and location that seeds are procured.

TABLE 7.
NATIVE GRASSLAND PLANT PALETTE (0.12 ACRES)

Container Plantings*					
Scientific Name	Common Name	Spacing on Center (feet)	Grouping Size	Number per Acre	Quantity Required
<i>Distichlis spicata</i>	saltgrass	15	2	200	24
TOTAL					24

* All plantings will be in one-gallon sized containers; 10-15 percent extra plantings should be ordered and either installed or kept at a nursery facility and installed as-needed to compensate for plant mortality.

TABLE 8.
SOIL DISPOSAL AREA COASTAL SAGE SCRUB PLANT PALETTE (0.55 ACRES)

Seed Mixture				
Scientific Name	Common Name	% Purity/ Germination ¹	Application Rate (lbs./acre)	Amount to Be Ordered (lbs.) ²
<i>Acmispon glaber</i>	deerweed	95/80	1	0.55
<i>Artemisia californica</i>	California sagebrush	15/60	3	1.65
<i>Elymus condensatus</i>	giant wild rye	80/80	1	0.55
<i>Encelia californica</i>	California encelia	40/60	4	2.20
<i>Eriogonum fasciculatum</i>	California buckwheat	50/20	6	3.30
<i>Isocoma menziesii</i>	goldenbush	40/30	0.5	0.28
<i>Lupinus truncatus</i>	collar lupine	95/85	2	1.10
<i>Plantago erecta</i>	dot seed plantain	97/89	2	1.10
<i>Salvia mellifera</i>	black sage	85/50	4	2.20
<i>Stipa pulchra</i>	purple needlegrass	90/80	3	1.65
TOTAL			26.5	14.58

¹ Based on 2017 seed list from S&S Seeds.

² Application rate * Size of project = Amount to be ordered (lbs.). Order amount shall be adjusted based on purity and germination rates at the time and location that seeds are procured.

6.5.3 Planting Method

Once the temporary irrigation system and erosion control materials have been installed, the Phase II project has been weeded (i.e., free of weed cover), and the qualified biologist has approved the plant order, then plants may be installed. Depending on the timing of plant installation, weed control may be needed more than once to establish a weed-free condition prior to planting. The qualified biologist must inspect all plant material prior to installation. Container plants that are dead, changing color, rootbound, stunted, diseased, pest-infested (e.g., Argentine ants), or otherwise unacceptable may be rejected. The qualified biologist and City PRD must approve any seed or plant substitutions prior to installation.

The herbaceous wetland plant palette will be installed in the lower elevation channels, while the riparian scrub plant palette and riparian scrub transitional plant palette will be installed in the areas surrounding the lower elevation channels (Figure 9). The qualified biologist will direct the container plant layout in the Phase II mitigation site. All plantings should be installed in a way that mimics natural plant distribution, not in rows. Container stock will be installed in holes that are the same width and depth as the container. Holes will be dug with mechanical augers where possible and by hand elsewhere. Holes must be filled with water and allowed to drain prior to installation, and, after installation, each container plant must be watered with at least one gallon of water. If herbivores are found to be a significant problem for installed plant material, the qualified biologist may request that container plants in the affected area be caged or similarly protected.

Willow and mule fat cuttings, collected in the late fall or early winter and sourced from near the Phase II project, may be used in lieu of container plants, as directed by the qualified biologist. Cuttings measuring

1.5 to 3 feet in length and 0.5 to 1 inch in diameter may be taken from healthy and mature shrubs and trees in the vicinity of the Phase II project, stripped of leaves, and placed in water until installation. Cuttings should be placed in moist soil with approximately 50 percent of its total length below the surface, in areas where they may reach the water table. Cuttings should be placed in water and soil with the bottom of the cutting (i.e., interior to the tree trunk when on the plant) facing down. The stems would be cut so that the bottom end is at an angle, to help identify which end to put into the ground. Cuttings should be planted within one day of collection and should not be allowed to dry out. If cuttings are not planted within one day, they should remain in water and be placed in temporary cold storage (to maintain the cuttings in good condition) until they are planted. No more than 10 cuttings should be collected from any one tree or shrub to avoid damaging individual plants and to increase genetic diversity.

Container plants may be delivered to the Phase II mitigation site and stored on-site for up to three weeks prior to installation. Plants must be adequately watered and protected from herbivory during this time.

6.5.4 Seeding Method

After plants have been installed and the qualified biologist has approved the seed order, this area may be seeded. The herbaceous wetland, riparian scrub and riparian scrub transitional seed mixes will be hydroseeded.

The coastal sage scrub seed mix may be applied to the soil disposal area once the irrigation system and erosion control materials have been installed, and the qualified biologist has approved the seed order. Seed will also be hydroseeded.

6.5.5 Irrigation Method

The same day as they are installed, plants in the establishment area of the Phase II mitigation site, excluding the herbaceous wetland, will be watered thoroughly by the installed temporary irrigation system. To obtain deep penetration of water, the temporary irrigation system may be activated several times in one 24-hour period. The establishment area of the Phase II mitigation site and the adjacent soil disposal area also will be watered in after seed installation. If planting and seeding do not occur on the same day in the establishment area of the Phase II mitigation site, this area will be irrigated a separate time for seeding.

7. Maintenance Program

7.1 Maintenance Schedule

Maintenance will be performed as necessary to prevent re-seeding by non-native plants and will likely change with varying site conditions and seasons; the schedule outlined herein (**Table 9**) serves only as a guideline. At a minimum, the installation contractor will conduct monthly maintenance during the 120-day PEP, continuing until the qualified biologist recommends and the City SWD approves sign-off of the PEP in writing. The maintenance contractor will be responsible for all maintenance activities during the minimum 5-year maintenance and monitoring period. Maintenance will be conducted at least once per month, or as needed, throughout the 5-year maintenance and monitoring period. The installation/maintenance contractor(s) will complete maintenance requests from the qualified biologist within 14 days of any written request.

TABLE 9.
MAINTENANCE SCHEDULE

Time Frame	Schedule
Installation Contractor	
120-day Establishment Period	Monthly
Maintenance Contractor	
Year 1 through Year 5	Monthly
NOTE: This schedule is only a guideline; maintenance will be performed as necessary and as directed by the qualified biologist.	

7.2 Maintenance Access

Following completion of implementation, regular maintenance access to the Phase II mitigation site will occur along an existing dirt sewer access road and a portion of Los Peñasquitos Trail within the Los Peñasquitos Canyon Preserve. An ESA has been identified adjacent to the Phase II mitigation site (Figure 7; HELIX 2017c). Vehicle access to the Phase II mitigation site will not occur through the ESA, although pedestrian access may occur.

7.3 Maintenance Activities

A 120-day PEP and 5-year maintenance program is proposed to assist with the successful establishment and persistence of the target habitats within the wetland establishment and upland soil disposal areas. The maintenance program will focus on weed control, trash removal, irrigation system maintenance, irrigation application rates and schedules, and any remedial measures deemed necessary for the success of the establishment program. To help decrease the potential for re-infestation by non-native species, the Phase II project will have a five-foot buffer zone that will be maintained free of non-native vegetation.

Maintenance personnel will be informed of the goals of the mitigation effort and the maintenance requirements. The maintenance contractor will assign a professional with experience and knowledge in the maintenance of restored wetland habitat to supervise all maintenance activities. It is the maintenance contractor's responsibility to remove non-native vegetation; keep the Phase II project free of debris; maintain site fencing, erosion control measures, and irrigation; adjust the irrigation schedule; monitor native plant condition and health; and implement any remedial measures deemed necessary for the success of the Phase II project (e.g., re-seeding and re-planting, soil amendment, and pest management, etc.). The maintenance contractor will also be responsible for replacing any dead or terminally diseased plants, at the direction of the qualified biologist. Maintenance activities will be directed by the qualified biologist.

7.3.1 Non-native/Invasive Plant Control

Non-native plant control will be conducted as needed to meet interim and final success criteria and will comply with EP-BIO-4. Although there is some weed seed in the topsoil that will be salvaged and replaced, the benefits of establishment of a preferred upper soil horizon substrate for wetland plants out-weigh the potential negative effect of weed seed (resulting from non-native species that have occurred on-site to

date) in the topsoil seed bank. Salvaged topsoil will be stockpiled separately within the boundaries of the Phase II project, marked with signage, and protected with silt fence completely around the stockpile. If non-native species germinate in the topsoil stockpile during temporary storage, they should be removed prior to redistributing topsoil on-site.

For the overall site, non-native plants should be removed by hand or controlled with the proper herbicides. Any herbicide used to control non-native plants as part of the mitigation effort must be on a City list of approved herbicides. A Pest Control Advisor with an F Category on their license (for use of herbicides in aquatic habitats) will recommend which treatment method will be implemented and will supervise the use of herbicide. Only herbicides approved for aquatic use should be applied, following manufacturer's guidelines, and used only as necessary. Additionally, weeds within the five-foot buffer will be weed whipped prior to setting seed.

During the PEP, all target exotics will be removed or killed in place. Target invasive plant species are giant reed (*Arundo donax*), tocalote (*Centaurea melitensis*), pampas grass (*Cortaderia selloana*), eucalyptus (*Eucalyptus* spp.), fennel, broadleaved pepperweed (*Lepidium latifolium*), tree tobacco (*Nicotiana glauca*), Canary Island date palm (*Phoenix canariensis*), castor-bean, Brazilian pepper tree (*Schinus terebinthifolius*), tamarisk (*Tamarix* spp.), and Mexican fan palm (*Washingtonia robusta*). These, and other non-native species considered to be moderately or highly invasive by the California Invasive Plant Council (2022), except for non-native grasses (not including pampas grass), shall be totally eradicated within the wetland establishment area of the Phase II mitigation site and the adjacent upland soil disposal area. Additional species may be added to this list if found to be a threat to the long-term success of the Phase II project.

7.3.2 Horticultural Treatments

No post-installation pruning is necessary unless otherwise directed by the qualified biologist. Mulch may be applied around plants at the direction of the qualified biologist. Fertilizer will not be applied except in extraordinary circumstances and only at the written direction of the qualified biologist. Shrubs and trees will be monitored for signs of disease and pests; infected and infested plants will be treated as necessary and as directed by the qualified biologist. Treatment measures may include pruning to prevent the spread of the disease or pestilence. Severely diseased or pest damaged plants will be removed and replaced if directed by the qualified biologist. Plant substitutions may be recommended if the disease is likely to affect its replacement (i.e., soil-borne pathogens). Common chronic plant diseases like anthracnose on western sycamore will be tolerated unless the infections are severe during early establishment. Active pest control measures will be implemented if a pest species poses a competitive threat to native species establishment.

7.3.3 Erosion Control

Erosion control measures will be replaced, or additional BMPs will be installed as needed or as identified by the qualified biologist. Any installed erosion control materials will be removed from the site by the maintenance contractor once the qualified biologist determines sufficient native plant cover has established.

7.3.4 Trash/Debris Removal

All trash and debris will be removed from the Phase II project by the maintenance contractor during each visit throughout the maintenance period. Trash removal activities will minimize or avoid impacts to plants in the Phase II project. All trash and weed debris will be removed from the Phase II project and disposed of at an off-site, licensed, waste-disposal facility in accordance with the EPs of the MWMP (see Appendix H).

7.3.5 Replacement Planting and Seeding

If success criteria outlined in Section 9, below, are not being met, additional measures, such as installation of replacement cuttings or seeding, may be implemented.

7.3.6 Site Protection, Site Signage, and Vandalism

Perimeter fencing and signage will be maintained, as needed, until completion of the five-year maintenance and monitoring period and authorization is received from the qualified biologist.

Issues such as illegal access, off-road vehicle activity, or destruction of plant material or the irrigation system would be handled by the installation/maintenance contractor in coordination with the SWD project proponent (see Section 5.3) and the qualified biologist. Corrective and preventative actions could include irrigation repairs, additional fencing, placement of other barriers, and posting of signs that designate the site as a habitat establishment area. The cost of such repairs/work will be paid for as extra work. The installation/maintenance contractor will be responsible for damage caused by inadequate maintenance or operation of facilities, as determined by the qualified biologist and SWD project proponent.

7.3.7 Pest Management

Insects, vertebrate pests, and diseases will be monitored. If herbivores are found to be a significant problem for installed plant material, the qualified biologist may request that container plants in the affected area be caged or similarly protected. Generally, there will be a high threshold of tolerance before other control measures are considered. As required by law, specific recommendations (e.g., for pesticide use) will be made only by a licensed pest control adviser. All applicable federal and state laws and regulations will be closely followed. The qualified biologist will be consulted on any pest control matters.

BMPs will be used to avoid spreading insect pests, such as the Polyphagous and Kuroshio shot hole borer (*Euwallacea* spp.) and associated pathogenic fungi responsible for Fusarium dieback in riparian trees from other parts of San Diego County to this site (EP-BIO-6). These practices include washing all grading equipment and hand tools used to remove vegetation prior to being brought to the site to prevent the spread of weeds and/or insect pests such as shot hole borer.

7.3.8 Irrigation Maintenance

Temporary irrigation will occur within the establishment area of the Phase II mitigation site (except for the herbaceous wetland planting area) and adjacent soil disposal area. The goal is to obtain germination and growth with the least amount of irrigation. Frequent irrigation encourages weed invasion and leaches nutrients from the soil; therefore, water will be applied infrequently and only as needed to prevent plant and seedling mortality. Native plantings that are infrequently irrigated may grow slower initially but will

ultimately be better able to withstand natural variations in rainfall and, therefore, be more successful in the long term. The irrigation schedule will attempt to develop deep-root growth with evenly spaced, infrequent, deep applications of water (e.g., to a depth of 12 inches or more). To obtain deep penetration of water, the irrigation system may be activated several times in one 24-hour period. The irrigation system will incorporate the use of moisture sensors connected to an irrigation controller. Supplemental irrigation will be provided as necessary (e.g., higher frequency during early establishment, and hot and dry conditions), and irrigation will be minimized to the extent possible following natural rainfall events. Refer to Section 6.4.7 for details on irrigation installation.

8. Monitoring Program

8.1 Monitoring Schedule

Monitoring and annual assessments will be carried out under direction of the qualified biologist. This monitoring program will begin with habitat installation and continue for a minimum of five years following the end of the 120-day PEP. Monitoring of the Phase II project is divided into four phases: (1) pre-installation; (2) installation and establishment, (3) maintenance monitoring, and (4) annual monitoring (**Table 10**). Details of each phase are provided in this section of the HMMP.

TABLE 10.
MONITORING SCHEDULE

Time Frame	Schedule
Pre-Installation	
Pre-construction meeting	Once
Staking/Fencing/Sign Inspections	As needed
Pre-installation photo documentation	Once
Installation and Establishment	
Grading	Daily
Remainder of site preparation and installation	Daily, or as needed
120-day Establishment Period	Monthly
Maintenance Monitoring	
Years 1 through 3	8 visits per year
January to June	Monthly (6 visits per year)
July to December	2 visits per year
Years 4 and 5	Quarterly (4 visits per year)
Annual Monitoring	
Years 1 through 5	July or early August (1 visit per year)
NOTE: This schedule is only a guideline; maintenance will be performed as necessary as directed by the qualified biologist.	

8.2 Monitoring Methods

8.2.1 Pre-Installation Monitoring

The qualified biologist will attend one pre-mitigation meeting to review Phase II project goals, site access, and maintenance restrictions (e.g., timing for use of mechanized equipment for non-native plant control) with the installation contractor. In addition, the qualified biologist will inspect the Phase II project staking and modify it, as necessary, and monitor fence and sign installation by the installation contractor. Pre-installation photos will also be taken from designated photo documentation stations. This information will later be used to track the changes in vegetation resulting from habitat establishment.

8.2.2 Installation Monitoring

A qualified biologist will monitor all phases of the installation process, including site preparation (fence and sign installation, initial non-native plant removal/clearing, and grading including topsoil salvaging and replacement) and installation of irrigation, plants, cuttings, and seed (Table 10). The qualified biologist will inspect and authorize each phase of work before the next phase may begin (e.g., that fencing and signs are properly installed prior to initiating planting, that the site is properly graded prior to plant installation, and inspection of plant and seed material prior to installation). Post-installation photos will be taken from designated photo documentation stations (see Section 8.2.5 below) and will be used in each annual report for comparison with the respective year's annual assessment photos. The qualified biologist will prepare a letter for submittal to the regulatory agencies and City SWD stating that the installation is complete.

8.2.3 120-Day Plant Establishment Period Monitoring

Following completion of installation, a qualified biologist will monitor maintenance activities conducted by the installation contractor monthly during the 120-day PEP. The PEP is undertaken to ensure that installation has been properly implemented and most seed and plant material is becoming established. During the PEP the qualified biologist will evaluate the establishment of container plantings and seed and note the presence of non-native and target invasive species that need to be removed. Monitoring memos noting any issues with plant establishment, irrigation, weed control, sediment control, trash or debris, site protection and signage, etc., will be provided as necessary to the installation contractor and City SWD project proponent.

The 5-year maintenance and monitoring period will begin after the City SWD project proponent has field verified that all planting has been installed and the site has met conditions for completion of the 120-day PEP. These include a functional irrigation system, 100 percent survivorship of container plantings, and removal of all target invasive species listed in Section 9.3.5 of this HMMP. Any replacement plantings added to attain the survivorship criterion must be installed for at least 30 days prior to sign off.

8.2.4 Maintenance Monitoring

Immediately following the 120-day PEP, the qualified biologist will monitor maintenance activities during the 5-year maintenance monitoring period (Table 10). Maintenance monitoring will include qualitative assessments of the vegetation and recording all wildlife incidentally observed or detected in the establishment and soil disposal areas. Monitoring visits will be conducted eight times during Years 1 through 3, monthly from January through June (to cover the peak establishment period of both spring and

summer germinating species), and two additional visits between July and December. During Years 4 and 5, monitoring will be conducted quarterly.

This monitoring schedule is the minimum; more frequent inspections may be necessary if there are problems with contractor performance or habitat development. Monitoring memos noting any issues with plant establishment, irrigation, non-native species, sediment control, etc., and providing adaptive management strategies for keeping the project on track towards final success criteria, will be provided as necessary to the maintenance contractor and project proponent.

8.2.5 Annual Monitoring

In addition to maintenance monitoring visits, the qualified biologist will conduct an annual technical monitoring of the Phase II mitigation site, preferably in May of each year during the 5-year maintenance monitoring period. The timing of this assessment should coincide with the peak of the growing season for most native herbs and shrubs; however, the exact timing of the visits will depend on-site and weather conditions.

Annual monitoring of the Phase II mitigation site will include both qualitative (visual) assessments within the establishment area and adjacent soil disposal area, and quantitative (transect data collection) (Elzinga et al. 1998) sampling within the establishment area. The qualitative assessment will consist of the following for both the wetland establishment and upland revegetation soil disposal areas: (1) photo documentation, (2) estimates of cover by native and non-native plant species, (3) a complete list of plant and animal species observed, and (4) general observations of plant health and recruitment. The quantitative assessment to be conducted in July or early August will include establishment of two 25-meter transects within the target herbaceous wetland community and four 25-meter transects divided within the riparian scrub and riparian scrub transitional habitats. The locations of the six transects based on a stratified random method (i.e., using a random geographic information system [GIS] method to establish locations within specified habitat types) are included in Figure 9.

Vegetation Analysis

In Years 1 and 2 native and non-native cover will be visually estimated for each habitat type. In Year 3, transects will be sampled for the first quantitative sampling event. And permanently marked with rebar to facilitate their use in subsequent years. The locations of the transects are provided in Figure 9. Vegetative data will be collected along each transect using the point intercept line transect sampling methods described in the California Native Plant Society's Field Sampling Protocol (Sawyer and Keeler-Wolf 1995). Species cover data will be collected by recording all of the species intercepted at each 0.5-meter interval along the length of each transect. Vegetation will be recorded separately for herb (0 to 0.6 meters), shrub (0.6 to 2 meters), and tree (greater than 2 meters) layers. Species richness is the number of native species present in a given area. Species richness data will be collected by noting all species occurring within a 5-meter belt transect centered on each line transect. These data will be used to obtain native and non-native cover values, target invasive species cover, and species richness for each vegetation community. Transect data will be averaged to obtain cover estimates and species richness for each vegetation community and for the overall Phase II mitigation site.

Wildlife Observations

Wildlife use of the Phase II mitigation site will be noted incidentally during each maintenance monitoring visit and annual assessment by hearing species-specific vocalizations or by observing the species, or their tracks, scat, or dens. No focused wildlife surveys will be conducted.

Photo Documentation

Photos will be taken as part of all five annual monitoring events and will be included in the respective year's annual report. Photos will be taken at the same four permanent viewpoint photo locations established for the Phase II mitigation site which are depicted in Figure 5 and Appendix A. To visually demonstrate the progress of the newly established habitat, photos taken immediately after plant installation will be included in each report for comparison with the respective year's annual assessment photos. The photo locations will be permanently documented with GPS coordinates in the field and mapped on an aerial photograph in the post-installation report and all subsequent annual reports.

California Rapid Assessment Method

A California Rapid Assessment Method (CRAM) functional assessment of the Phase II mitigation site will be conducted in Years 3 and 5, to evaluate the wetland condition of the Phase II mitigation site. Target CRAM scores are provided in Section 9.3.6 of this HMMP.

Jurisdictional Delineation

A jurisdictional delineation conducted at the end of Year 5 of the maintenance monitoring period will be required to confirm that the Phase II mitigation site meets the wetland parameters of Waters of the U.S. for USACE-permitted impacts. A wetland delineation will also be conducted at the end of Year 3 to evaluate whether hydric soils are developing in the Phase II mitigation site.

9. Success Criteria

The following sections provide performance standards to determine the successful completion of the mitigation effort as well as measurement methods for success criteria. Attainment of these standards indicates that the Phase II mitigation site is progressing toward attaining the habitat functions and services targeted by this HMMP.

9.1 Installation

For sign-off of the mitigation installation, the following parameters must be met:

- The Project Proponent (see Section 5.3) must be notified of completed grading and may opt to inspect grading
- Temporary irrigation must provide 100 percent coverage of the irrigated Phase II mitigation site areas (not including the lower areas of the herbaceous wetland) without any overspray or runoff into adjacent habitat and the landscape architect must approve the irrigation system;
- The qualified biologist must oversee an irrigation coverage test;
- The landscape architect and/or qualified biologist must inspect and authorize plant and seed material prior to installation;

- A qualified biologist must oversee plant and seed installation; and
- The installation contractor must provide the qualified biologist and SWD project proponent copies of the irrigation mark-ups for approval and submittal with the as-built report.

9.2 120-Day Establishment Period

Success at the end of the 120-day PEP will be met for the Phase II mitigation site and adjacent soil disposal areas if:

- There is 95 percent survivorship of container stock;
- Seed has been installed;
- All target invasive plant species listed in Section 9.3.5 of this HMMP have been removed or killed in place;
- Any installed irrigation provides adequate cover and application rates; and
- There are no erosion-related issues or trash.

Any replacement plantings added to attain the survivorship criterion must be installed for at least 30 days prior to sign off. The 120-day PEP will end when the qualified biologist recommends, and the City SWD and City DSD (Mitigation Monitoring Coordination [MMC]) approves, sign-off of the 120-day PEP in writing. The minimum 5-year maintenance and monitoring period will begin immediately following sign-off of the PEP.

9.3 Maintenance And Monitoring Period

This section of the HMMP addresses the annual performance goals that have been set to track the progress of the mitigation effort.

9.3.1 Native Vegetation Cover

Cover by native plants is a key component of determining success within the wetland establishment area of the Phase II mitigation site and adjacent upland soil disposal area. Annual performance goals have been set to track the progress of the mitigation effort.

- The herbaceous wetland establishment area should attain at least 80 percent native cover in Year 5 (**Table 11**).
- The riparian scrub establishment area should achieve at least 75 percent by the end of the 5-year monitoring period (Table 11).
- To meet soil stabilization requirements for erosion control, the soil disposal area should achieve 70 percent native cover by the end of five years (**Table 12**).
- If annual goals for vegetative cover are not met, remedial measures, including reseeding, planting, adding cuttings, irrigation adjustments, and increased weeding, may be implemented to ensure final success.

TABLE 11.
VEGETATIVE COVER SUCCESS CRITERIA FOR THE WETLAND ESTABLISHMENT AREA

Year	Native Cover Target (Percent)	Non-Native Cover Limit ¹ (Percent)	Target Invasive Plant Cover Limit ² (Percent)
Herbaceous Wetland			
1	15	15	<1
2	30	10	<1
3	50	10	<1
4	65	10	<1
5 ³	80	10	<1
Riparian Scrub			
1	15	15	<1
2	25	10	<1
3	40	10	<1
4	60	10	<1
5 ³	75	10	<1

¹ Cover exclusive of target invasive plant species.

² Invasive non-native plants targeted for complete eradication are listed in Section 9.3.5 of this HMMP. Cover exclusive of non-native grasses except for pampas grass (which is a target invasive plant and will account for <1 percent of the wetland establishment area).

³ Also required in Year 5 is no erosion or trash present, no supplemental irrigation for at least two years, and a formal delineation of USACE jurisdictional areas.

TABLE 12.
VEGETATIVE COVER SUCCESS CRITERIA FOR THE SOIL DISPOSAL AREA

Year	Native Cover Target (Percent)	Non-Native Forb Cover Limit ¹ (Percent)	Target Invasive Plant Cover Limit ² (Percent)	Non-Native Grass Cover Limit ³ (Percent)
1	--	20	<1	20
2	--	10	<1	20
3	50	10	<1	20
4	60	10	<1	20
5	70	10	<1	20

¹ Cover exclusive of target invasive plant species and non-native grasses.

² Invasive non-native plants targeted for complete eradication listed in Section 9.3.5 of this HMMP. Cover exclusive of non-native grasses except for pampas grass (which is a target invasive plant and will account for <1 percent of the wetland establishment area).

³ Cover exclusive of target invasive plant species (which includes pampas grass).

9.3.2 Native Plant Species Richness and Recruitment

The annual success criterion for native plant species richness varies by year and habitat type (**Table 13**).

- The Phase II mitigation site will contain at least four native species in the herbaceous wetland and six native species in the riparian scrub (including the riparian scrub transitional habitat) with each of these species occupying at least 5 percent of the vegetated area in their respective habitat type by Year 5. Species recorded will include planted and seeded species in addition to native species volunteers.
- A total of at least seven native species will occur in the herbaceous wetland habitat and fifteen species will occur in the riparian scrub habitat, irrespective of their individual cover, by Year 5. There are no species richness criteria for the upland spoils disposal area.

Species richness will be determined as the number of native plant species measured along each sampled line transect, within a 5-meter-wide belt centered along the transect. Species richness will be averaged for each habitat type. The cover of individual native species will be determined by analysis of the transect data. If interim species richness goals are not met, corrective measures (e.g., reseeding, planting, etc.) will be taken to help ensure eventual achievement of the 5-year goal.

TABLE 13.
SPECIES RICHNESS SUCCESS CRITERIA (NUMBER OF SPECIES)

Habitat	Year 3	Year 4	Year 5
Establishment Area			
Herbaceous wetland	2	3	4
Riparian scrub	3	5	6

NOTE: No success criteria for Years 1 and 2. It is also required each of these species occupy at least five percent of the vegetated area in their respective habitat type. In addition, it is a goal of the project that in Year 5 a total of at least 7 native species occurs in the herbaceous wetland habitat and 15 native species occur in the riparian scrub habitat, irrespective of their individual cover.

9.3.3 Non-native Vegetation Cover

Non-native plants are typically a problem in mitigation projects, particularly at their outset. The areas designated for habitat establishment will be disturbed by grading, which favors the establishment of fast-germinating and fast-growing non-native annual species. These species are currently common in the Phase II project (providing a seed bank in the soils), as well as in the surrounding habitat. As the establishment effort takes hold, non-native cover should decrease because of diligent removal of these species and expanding cover by native vegetation.

- In Year 1, relative cover by non-native species, exclusive of target invasive species, shall account for no more than 15 percent within the Phase II mitigation site (Table 11).
- In Years 2 through 5, non-native species cover shall not exceed 10 percent.
- Within the upland soil disposal area, absolute cover by non-native species, exclusive of target invasive species and non-native grasses, shall account for no more than 20 percent in Year 1 and shall not exceed 10 percent in Years 2 through 5 (Table 12).

9.3.4 Non-native Grass Cover

The soil disposal area occurs downslope of the adjacent non-native grassland. Some tolerance for non-native grasses is allowed for this area.

- In all years, absolute cover of non-native grass species, exclusive of target invasive grass species such as pampas grass (which will account for <1 percent of the soil disposal area), shall account for no more than 20 percent of the soil disposal area (Table 12).

9.3.5 Target Invasive Plant Cover

Target invasive plant species are giant reed, tocalote, pampas grass, eucalyptus, fennel, broadleaved pepperweed, tree tobacco, castor-bean, Brazilian pepper tree, tamarisk, Canary Island date palm, and Mexican fan palm. The acceptable cover value for each of these target invasive species (exclusive of non-native grass species, except for pampas grass) within the establishment area of the Phase II mitigation site and soil disposal area will be <1 percent, which should then be maintained until the end of Year 5 (Tables 11 and 12). The intent is to have zero percent invasive species, but it is understood scattered invasive species may volunteer into the site for short periods of time (before they are treated/controlled during maintenance) during the 5-year maintenance and monitoring period, so the success criteria for invasive species cover is <1 percent. Additional species may be added to this list if found to be a threat to the long-term success of the creation/establishment effort.

9.3.6 California Rapid Assessment Method

A Year 3 and Year 5 (post-mitigation installation) assessment will be conducted according to the CRAM User's Manual (CWMW 2013a) and Depressional Wetlands Field Book (CWMW 2013b, as updated). As part of this assessment, a variety of landscape context, hydrology, and structure attributes and associated metrics will be assessed. No pre-mitigation (i.e., baseline) CRAM was conducted for the Phase II mitigation site as it was determined during the jurisdictional delineation (Appendix B) to contain upland habitat and could not be assessed according to CRAM criteria; therefore, it was given a score of 0. Given the small size of, and anticipated conditions within the Phase II mitigation site following wetland and riparian habitat establishment, target CRAM scores were projected for Years 3 and 5 (**Table 14**). The goal of the Phase II project is to achieve an overall assessment score of 65 in Year 5, recognizing that there will be some variability in the scores of the submetrics depending on environmental conditions and development of the establishment site.

9.3.7 Jurisdictional Delineation

A wetland delineation conducted at the end of Year 5 of the maintenance monitoring period will be required to confirm that the Phase II mitigation site meets the wetland parameters of Waters of the U.S. for USACE-permitted impacts. A wetland delineation will also be conducted at the end of Year 3 to evaluate whether hydric soils are developing in the Phase II mitigation site. It should be noted that hydric soil indicators may take more than five years to develop. Hydric soils may be assumed to be present where there are strong indicators of wetland hydrology and plant communities are dominated by obligate or facultative wetland species. In some cases, there is only inundation during the growing season and the determination must be made by direct observation during that season, recorded hydrologic data, testimony of reliable persons, and/or inundation on aerial photographs.

TABLE 14.
CRAM DATA SUMMARY

CRAM Attributes			Baseline Scores		Year 3	Year 5	
			Impact Area	Pre-Mitigation Installation ¹	Target ²	Target ²	
Buffer and Landscape Context	Aquatic Area Abundance		NA	NA	6	6	
	Buffer Sub-metrics:						
	- Percent of Assessment Area with Buffer		NA	NA	12	12	
	- Average Buffer Width		NA	NA	12	12	
	- Buffer Condition		NA	NA	9	9	
	Attribute Score (Raw/Final)		NA	NA	67	67	
Hydrology	Water Source		NA	NA	9	9	
	Hydroperiod		NA	NA	9	9	
	Hydrologic Connectivity		NA	NA	12	12	
	Attribute Score (Raw/Final)		NA	NA	83	83	
Structure	Physical	Structural Patch Richness	NA	NA	3	6	
		Topographic Complexity	NA	NA	6	6	
	Attribute Score (Raw/Final)		NA	NA	38	50	
	Biotic	Plant Community Sub-metrics:					
		- Number of Plant Layers		NA	NA	6	9
		- Number of Co-dominant Species		NA	NA	6	6
		- Percent Invasion		NA	NA	9	12
		Horizontal Interspersion and Zonation		NA	NA	6	6
		Vertical Biotic Structure		NA	NA	3	6
	Attribute Score (Raw/Final)		NA	NA	44	58	
Overall Assessment Area Score			NA	0 ¹	58	65	

¹ Currently an upland habitat, therefore, CRAM cannot be conducted

² Conducted using the Depressional Wetland Field Module

9.3.8 General Wildlife

No success criteria are specified for wildlife but increasing use of the Phase II mitigation site by species found in surrounding habitat areas would be a positive indicator that target wildlife functions and services have been improved/created at the site.

9.3.9 Irrigation

To demonstrate that established vegetation is self-sustaining, all artificial water supplies will be off for at least two years prior to sign-off of the Phase II mitigation site.

10. Reporting Program

This section provides a summary of all reporting required for this establishment effort.

10.1 Installation Period

A brief memo documenting completed installation will be submitted to the SWD project proponent by the qualified biologist.

10.2 120-Day Plant Establishment Period

Monitoring memos noting any issues with plant establishment, irrigation, non-native species, sediment control, etc., will be provided as necessary to the installation/maintenance contractor and SWD project proponent.

Following successful completion of the PEP, the qualified biologist shall submit a brief as-built letter report to the SWD project proponent within 60 days. The report will describe Phase II mitigation site preparation, installation methods, activities conducted during the 120-day PEP, and the as-built status of the site, including plant material installed and deviations from this plan and construction documents. To document implementation of the HMMP and baseline site conditions, the letter will include an as-built graphic on an aerial photo base, as well as photos taken from the designated photo stations before and after establishment installation. All GIS data and associated metadata shall be provided in a digital medium. The as-built letter will serve as the “time zero” report, noting when the 5-year maintenance and monitoring period began. Following SWD project proponent review, the qualified biologist shall submit the report to the USACE, RWQCB, CDFW, CCC, and City DSD (MMC).

10.2.1 Maintenance and Monitoring Period

Monitoring memos noting any issues with plant establishment, irrigation, non-native species, sediment control, etc., and providing adaptive management strategies for keeping the establishment on track toward final success criteria, will be provided as necessary to the maintenance contractor and SWD project proponent.

Annual reports will be prepared during the 5-year monitoring period; these will report on the progress of the mitigation effort toward final goals and present any remedial actions being recommended to help attain final success criteria. These reports will provide a summary of maintenance activities for the year, evaluate the success of the mitigation effort to date relative to the success criteria, and include any

recommendations for future work that may be deemed necessary to ensure ultimate success of the mitigation effort. Baseline photos, as well as photos from the most recent annual assessment, will be included in the reports, which will be submitted within 60 days of the end of each year. Annual reports will be sent to the USACE, RWQCB, CDFW, CCC, City DSD (MMC), and the project proponent.

11. Remediation Measures

11.1 Initiating Procedures

If the mitigation effort is not meeting success standards for the project, the City shall notify the responsible agencies and propose corrective measures, as needed and as soon as possible once a problematic situation has been identified. If any of the agencies determine, upon receipt of any of the annual monitoring reports, that the mitigation effort is not meeting success standards, the agencies shall notify the project proponent in writing that the mitigation effort may require augmentation for successful completion. The project proponent shall then have 30 days to respond to the correspondence, confirming that contingency measures will be required. The project proponent shall be responsible for all costs associated with contingency monitoring and remedial measures.

11.2 Alternative Locations for Contingency Mitigation

An alternative location for contingency mitigation has not been identified. The Phase II mitigation site, however, is considered an ideal location due to its location within a regional park and proximity to Los Peñasquitos Creek. In the unlikely event that this location fails, the City will work with the responsible agencies to identify a mutually acceptable alternative location for the mitigation.

11.3 Natural Disaster

Should the Phase II mitigation site fail due to a natural disaster such as fire or flood (i.e., catastrophic event), the project proponent (City) will not be held fully responsible for resulting effects and impacts outside the proponent's control. If a natural disaster occurs, the City will monitor site conditions and the degree of natural recruitment of native habitat (i.e., from resprouting of planted areas and volunteers). Native plant natural recruitment will be utilized to the extent feasible. If natural recruitment by itself is not sufficient to meet project goals, the project proponent will develop proposed remedial measures to improve site conditions. If complete attainment of success criteria may not be possible (i.e., via natural recruitment and implementation of feasible remedial measures) under the changed conditions, the project proponent will consult the regulatory agencies to agree on follow-up actions and reasonable expectations for successful completion of the mitigation project.

12. Completion of Mitigation

12.1 Confirmation

If the Phase II mitigation site meets all success standards at the end of the 5-year maintenance and monitoring period or sooner, any remedial planting and seeding has been installed for at least three years, and all irrigation has been discontinued for at least two years, then the Phase II mitigation site will be considered a success. If not, the project proponent will submit a revised or supplemental mitigation program to compensate for those portions of the wetland establishment area that were not successful. The

maintenance and monitoring program will be extended 1 year at a time until the standards are met. Specific remedial measures (approved by the USACE, RWQCB, CDFW, CCC, and City DSD [MMC]) will be used during any such extension. Monitoring extensions will be done only for areas that fail to meet final success criteria. This process will continue until all Year 5 standards are attained or until the USACE, RWQCB, CDFW, CCC, and City DSD (MMC) determine that other mitigation measures are appropriate.

12.2 Notification of Completion

The City project proponent will notify and coordinate with the appropriate resource agencies to seek concurrence that the final performance criteria have been met through the submittal of the final monitoring report and a letter requesting a Notification of Completion. The final report will include analysis of quantitative sampling data that will illustrate the final success criteria have been met. All temporary structures/fences/irrigation and similar temporary items must be removed from the site prior to filing the notification of completion. The site may qualify for early approval if final success criteria has been met prior to Year 5 and the site is accepted as complete by the USACE, RWQCB, CDFW, CCC, and the City DSD (MMC); however, the site must be off supplemental irrigation for at least two years prior to final approval.

12.3 Long-Term Maintenance

The Phase II mitigation site and adjacent upland soil disposal area is located within the MHPA on City-owned land within the Los Peñasquitos Canyon Preserve. The Preserve's NRMP and the City's MSCP Subarea Plan restrict development in these areas. Once the site has met the Year 5 success criteria and has been signed off by the regulatory agencies, the City's PRD will incorporate the Phase II project into its management of the Los Peñasquitos Canyon Preserve. PRD staff will review the final annual report and may visit the site prior to accepting long-term management responsibility. The Phase II mitigation site and adjacent soil disposal area will be managed and maintained in perpetuity via the funds specified in the City's annual budget. Long-term maintenance and management of these areas will be executed by the City's PRD in accordance with the Los Peñasquitos Canyon Preserve NRMP. This HMMP assumes that mitigation credits associated with the establishment of wetland and riparian habitats will remain valid so long as the Phase II mitigation site is properly revegetated with native species and is adequately maintained for the "life" of the mitigation credit that is being sought.

The City is obligated to protect and manage the site for purposes of habitat and species conservation in accordance with the MSCP Implementing Agreement (City 1997). Section 10.2 of the Implementing Agreement requires the City to preserve lands within the MHPA. Sections 10.3, 10.4, and 10.5 of the MSCP Implementing Agreement require the implementation of preserve guidelines, land use adjacency guidelines, planning policies, and design guidelines. These policies and guidelines serve to protect lands within the MHPA from direct and indirect habitat degradation. Section 10.6 of the Implementing Agreement defines the City's responsibilities for Preserve Management and refers to the MSCP Framework Management Plan, which is in Section 1.5 of the City's MSCP Subarea Plan (City 1997).

Section 21.3 of the Implementing Agreement states that "notwithstanding the stated term as herein set forth, the Parties agree and recognize that once Take of a Covered Species has occurred and/or their habitat modified within the Subarea, such Take and habitat modification will be permanent. The Parties,

therefore, agree that the preservation and maintenance of the habitat provided for under this Agreement shall likewise be permanent and extend beyond the term of this Agreement.” Therefore, although the term of the MSCP is 50 years (1997–2047), the preservation of lands within the MHPA, especially in areas where preserved lands are specifically required due to a permanent impact/take, is explicitly permanent.

The City has established protections for lands within the MHPA, in conformance with the Implementing Agreement, through Section 143.0101 of the City’s Land Development Code (Environmentally Sensitive Lands Regulations). This section of the Land Development Code incorporates Sections 1.4.1 and 1.4.2 of the MSCP Subarea Plan that restricts uses within the MHPA in a similar fashion as a conservation easement or deed restriction. The Land Development Code also incorporates Section 1.4.3 of the MSCP Subarea Plan that restricts land uses adjacent to the MHPA, including potential adverse drainage conditions, toxic chemical uses, lighting, noise, and invasive species. These restrictions provide greater site protection and ensure more long-term sustainability than typical conservation easements and/or deed restrictions.

12.3.1 Site Access

City SWD biologists and PRD including park rangers and designated maintenance staff shall have access to the site for maintenance and monitoring related activities, or as otherwise authorized. No Right of Entry permit is required to access the site.

12.3.2 Maintenance and Monitoring Parameters

PRD staff will be responsible for directing and/or conducting all long-term monitoring efforts and remedial measures. PRD staff and designated maintenance staff will ensure any remedial and management actions are consistent with City’s MSCP Subarea Plan, MHPA guidelines, and any applicable City regulations.

12.3.3 Trash

Anthropogenic trash, as well as non-native plant species biomass, shall be removed from the site, and disposed of in a legal and appropriate manner. Biomass originating from native plant species shall remain on-site for carbon cycling, and is not considered “trash.”

12.3.4 Non-native Vegetation Control

Non-native plant species, particularly perennial species that have historically shown to be highly invasive, shall be controlled. Control may involve hand pulling prior to seed-set (for species where the entire root mass must be removed to prevent resprouting), herbicide application, cutting, mechanical removal, or any combination thereof. Herbicide use shall follow the manufacturer’s recommendations, and shall be applied in a manner compatible with applicable federal, state, and local regulations, and consistent with MSCP management guidelines. Biomass of non-native vegetation shall be removed from the site and disposed of in a legal and appropriate manner. Care should be taken to avoid spreading root, shoot, or seed material around the site or in the river, which would provide opportunity for dissemination or additional colonization. No non-native plant material shall be stored on-site or within the floodplain where it is in danger of being washed downstream.

Treatment and/or removal of non-native vegetation with significant structure capable of providing habitat for special status wildlife should be evaluated for species absence/presence prior to treatment/control, particularly during the raptor/nesting bird season (January 15 through September 15). All federal, state, and local work restrictions for native wildlife habitat shall be followed.

12.3.5 Potential Environmental Stressors

Stressors that have the potential to negatively affect the habitat quality of the site include, but are not limited to: fire, flood, excessive erosion or aggradation, significant streambed migration, or effects from adjacent or upstream land uses.

Should effects from environmental stressors or events be observed, City SWD biologists shall perform an analysis to identify the effects of the stressor(s) and formulate remedial action(s) intended to support formation of a dynamic native habitat and wildlife use of the site. Depending on the nature of the stressor, consultation with additional regulatory agencies and/or specialists may be warranted. Any adaptive management, remedial action, or regular management activity performed shall be implemented in accordance with applicable regulatory guidelines.

12.3.6 Wildlife Habitat Monitoring

Ongoing and collaborative biological monitoring between City SWD and PRD staff, CDFW, and U.S. Fish and Wildlife Service may or may not include specific species monitoring on this site, but may include monitoring of species within the general segment of Los Peñasquitos Creek.

12.3.7 Funding

The Phase II mitigation site is located within City-owned dedicated Open Space. The City's General Fund, Environmental Growth Fund, and Special Funds in the City PRD's long-term accounts provide for maintenance and management of City-owned Open Space with approval from the City Council. Following acceptance of the Phase II mitigation site by the Responsible Agencies, after the 5-year maintenance and monitoring period, ongoing management will be provided by the Open Space Division of the City's PRD.

In the City's adopted Fiscal Year 2023 budget (City 2022), the PRD developed goals and Key Performance Indicators (KPIs) related to and supporting the preservation the natural environment in Open Space areas. Goal 1 is to "Protect and enhance natural and developed assets." The fourth KPI tracks the "number of acres where habitat restoration occurred." The Phase II mitigation site would contribute to the both the enhancement of existing natural assets and increase the acreage of restored habitat.

In accordance with a City memo (City 2014) by the directors of SWD and PRD dated October 3, 2014, "Asset responsibility is assigned to the City Department responsible for the primary level of service the asset supports." While the City's SWD is responsible for storm drain assets located on PRD land, the memo states, "Channels, streams, and wetlands used for compensatory wetlands mitigation are excluded from this category." Therefore, the City's PRD is responsible for long-term maintenance of the Phase II mitigation site after signoff by the regulatory agencies.

The City summarizes the management actions completed each year within its open space areas as part of MSCP Management Reports. In the latest published MSCP Management Report (City 2021), PRD completed the following stewardship management actions in the Preserve: park-wide trail maintenance and repair activities including fence installation and trimming brush and removing weeds along trail edges, repairing erosional damage, installing erosion control BMPs, repairing bridges at creek crossings, and closing illegal trails; restoration of degraded open space to native-dominated habitat to support sensitive species; native plant and seed installation and invasive species removal to enhance habitat quality and protect sensitive resources; removal of trash from open space areas as well as abatement and cleanup of illegal encampments in open space areas citywide; implemented the brush management & fire protection program along the urban-wild interface; and performed MSCP monitoring of covered species. The PRD's annual budget for Open Space in FY 2023 includes approximately \$15.3 million for management of approximately 27,000 acres of open space and preserve lands (City 2022), averaging about \$565 per acre per year. This annual allocation provides for developing public facilities within the City's resource-based open space parks, including Black Mountain Open Space Natural Park, Los Peñasquitos Canyon Preserve, Mission Trails Regional Park, Marian Bear Memorial Park, Tecolote Canyon Natural Park, Otay Valley Regional Park, and Rose Canyon. Other open space systems may be included as additional acquisitions are completed. Per the guidance above, the City SWD will prepare a cost estimate for providing long-term maintenance (i.e., Property Analysis Record or equivalent) at the Phase II mitigation site and will coordinate with the PRD regarding the funding sources that would be involved.

13. Climate Change Resiliency

The *Final 2015 Regional Compensatory Mitigation and Monitoring Guidelines for South Pacific Division USACE* requires a discussion of climate change and potential sea-level rise to be included in the preparation of mitigation plans (USACE 2015c). An overview of relevant climate science is provided below to ensure compliance with this requirement.

Several studies have been conducted to estimate the potential impact of climate change on specific climate stressors including temperature and rainfall, and secondary impacts of those stressors such as wildfires, droughts and flooding. With respect to rainfall trends, the majority of climate models indicate that annual average rainfall will decrease in California particularly in the lower latitude Southern California region (Thorne et al. 2012) as a result of increased temperatures. However, extreme rainfall events are expected to increase given the greater moisture availability anticipated under a warmer atmosphere. In particular, atmospheric rivers (narrow corridors in the atmosphere that transport water vapor and are the most significant driver of extreme rainfall events in California) are projected to increase by most current climate models (Gershunov et al. 2013). This increase in atmospheric river frequency is expected to change flood frequency, intensity, and timing depending on the season, flood type, and location.

Though inherently uncertain, studies increasingly show that over the southwest, drying conditions are expected to persist while extreme rainfall events are expected to increase. Wang and Zhang (2008) estimated that over much of North America, extreme rainfall events over the past half century with an average recurrence interval of once in twenty years are projected to occur twice as frequently in the future. Downscaled climate model results support this result. Dominguez et al. (2012) projected an

increase in intensity in wintertime extreme events with 20- to 50-year return periods of 13-14 percent by 2050. In the southern portion of the Southwest US, climate models project that extreme rainfall events will increase in severity and timing even as total precipitation decreases (Groisman et al. 2005). Existing studies generally converge on expected trends, for California in general and Southern California in particular, of dryer conditions on average with more intense and more frequent extreme events driven by a79ncreasesese in atmospheric rivers.

For the Phase II mitigation site, drier conditions with climate change could potentially lead to lower groundwater levels. For wet-weather conditions with climate change, more intense and more frequent extreme rainfall and creek flow events could increase storm inundation and sediment delivery from upstream. Warmer, drier summers could also lead to increased fire frequency in the watershed upstream, further increasing sediment loads.

The Phase II project is designed to be supported by both groundwater and rainfall runoff from the adjacent canyon slope. Los Peñasquitos Creek is also expected to inundate the site during large rainfall-runoff events occurring between every 1 to 4 years, on average. The proposed grading will set the wetland elevations near the groundwater level during the dry season. The Phase II mitigation site is expected to be relatively resilient to changes in temperature, precipitation and drought with climate change because the site is supported by a range of hydrologic processes (i.e., groundwater, rainfall runoff, and creek flows), rather than a single process. Also, the proposed grading can likely accommodate some sediment deposition and still be at elevations for which wetland habitat is supported by this range of hydrologic processes.

Also, the site is approximately 40 feet above the average high tide level (mean higher high water) of 5.1 feet of North American Vertical Datum of 1988 (NAVD88) at La Jolla (NOAA 2019). In the most extreme sea-level rise projections from the State of California, sea-level rise is projected to increase by 22 feet in 2150 (OPC 2018). Thus, the site is not projected to be inundated by the ocean with sea-level rise.

14. List of Preparers

The following individuals contributed to the fieldwork and/or preparation of this report:

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² Artemis Environmental Services Inc.

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Appendix A

Representative Site Photos



Photo Point 1 - Looking south across Disturbed Habitat (weeds) from north end of site.



Photo Point 2 - Looking north at Saltgrass grassland and old road from the west side of the site.



Photo Point 3 - Looking west at Disturbed Habitat (Weeds) from east edge on the south end. Note castor bean and dried mustard stalks in foreground.



Photo Point 4 - Looking northwest across site from the south end at large patch of Russian thistle (*Salsola tragus*).

SOURCE: ESA, 2021

El Cuervo Phase II



Appendix B

Approved Jurisdictional Determination and Aquatic Resources Delineation Report



**DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS
LOS ANGELES DISTRICT
5900 LA PLACE COURT, SUITE 100
CARLSBAD, CA 92008**

May 20, 2021

SUBJECT: Approved Jurisdictional Determination

Bethany Bezak
City of San Diego Transportation and Stormwater Dept
2781 Caminito Chollas, MS 44
San Diego, California 92105

Dear Ms. Bezak:

I am responding to your request dated October 21, 2020, for an approved Department of the Army jurisdictional determination (JD) for the El Cuervo Phase II project site (File No. SPL-2018-00752). The proposed project is located in Los Penasquitos Creek, within San Diego, San Diego County, California (Latitude 32.910795°, Longitude -117.205746°).

The Corps' evaluation process for determining whether or not a Department of the Army permit is needed involves two tests. If both tests are met, a permit would likely be required. The first test determines whether or not the proposed project is located within the Corps' geographic jurisdiction (i.e., is it within a water of the United States). The second test determines whether or not the proposed project is a regulated activity under Section 10 of the Rivers and Harbors Act or Section 404 of the Clean Water Act. This evaluation pertains only to geographic jurisdiction.

Based on available information, I have determined waters of the United States do not occur on the project site. The basis for our determination can be found in the enclosed Approved Jurisdictional Determination (JD) form(s).

This disclaimer of jurisdiction is only for Section 404 of the Clean Water Act. Other federal, state, and local laws may apply to your activities. In particular, you may need authorization from the California State Water Resources Control Board/Arizona Department of Environmental Quality, the California Department of Fish and Wildlife/Arizona Department of Game and Fish, and/or the U.S. Fish and Wildlife Service.

Please note, there may be waters of the U.S. located adjacent to the review area (El Cuervo Phase I Mitigation Site). This letter includes an approved jurisdictional determination for the El Cuervo Mitigation Phase II SDST WRDA project site. If you wish to submit new information regarding this jurisdictional determination, please do so within 60 days. We will consider any new information so submitted and respond within 60 days by either revising the prior determination, if appropriate, or reissuing the prior determination. If you object to this or any revised or reissued jurisdictional determination, you may request an administrative appeal under Corps regulations at 33 CFR Part 331. Enclosed you will find a Notification of Appeal Process (NAP) and Request for Appeal (RFA) form. If you wish to appeal this decision, you must submit a completed RFA form within 60 days of the date on the NAP to the Corps South Pacific Division Office at the following address:

Tom Cavanaugh
Administrative Appeal Review Officer
U.S. Army Corps of Engineers
South Pacific Division, CESPDPDO
450 Golden Gate Ave.
San Francisco, CA 94102

In order for an RFA to be accepted by the Corps, the Corps must determine that it is complete, that it meets the criteria for appeal under 33 CFR Part 331.5 (see below), and that it has been received by the Division Office by **July 19, 2021**.

This determination has been conducted to identify the extent of the Corps' Clean Water Act jurisdiction on the particular project site identified in your request, and is valid for five years from the date of this letter, unless new information warrants revision of the determination before the expiration date. This determination may not be valid for the wetland conservation provisions of the Food Security Act of 1985. If you or your tenant are USDA program participants, or anticipate participation in USDA programs, you should request a certified wetland determination from the local office of the Natural Resources Conservation Service prior to starting work.

Thank you for participating in the regulatory program. If you have any questions, please contact Michael LaDouceur at (760) 218-1262 or via email at Michael.A.Ladouceur@usace.army.mil. Please help me to evaluate and improve the regulatory experience for others by completing the customer survey form at <https://regulatory.ops.usace.army.mil/customer-service-survey/>.

Sincerely,



Corice J. Farrar
Chief, South Coast Branch
Regulatory Division

Enclosures

NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

Applicant:	File Number: SPL-2018-00752-MAL	Date: MAY 20, 2021
Attached is:	See Section below	
<input type="checkbox"/>	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)	A
<input type="checkbox"/>	PROFFERED PERMIT (Standard Permit or Letter of permission)	B
<input type="checkbox"/>	PERMIT DENIAL	C
X	APPROVED JURISDICTIONAL DETERMINATION	D
<input type="checkbox"/>	PRELIMINARY JURISDICTIONAL DETERMINATION	E

SECTION I - The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at http://www.usace.army.mil/cecw/pages/reg_materials.aspx or Corps regulations at 33 CFR Part 331.

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit.

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **OBJECT:** If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

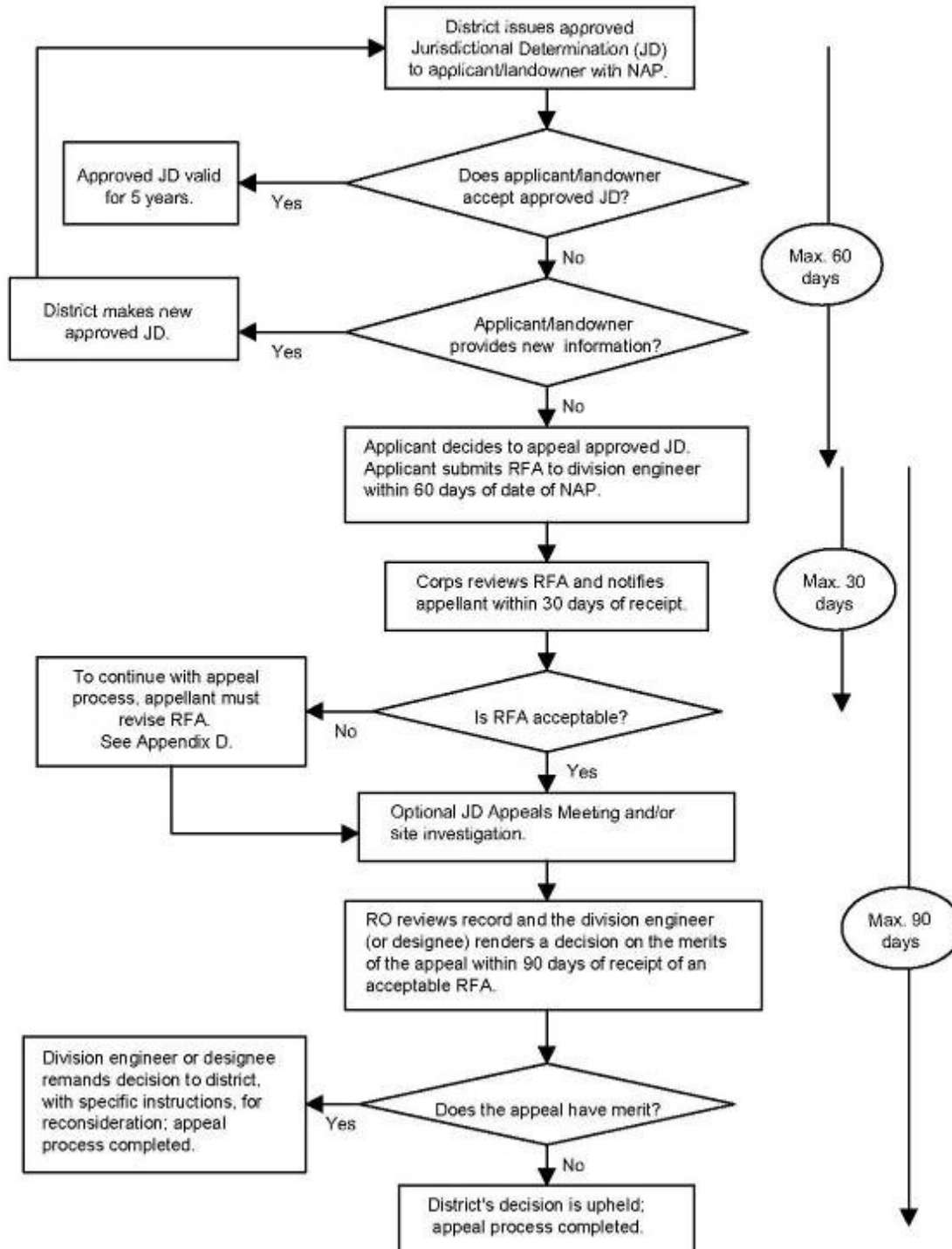
B: PROFFERED PERMIT: You may accept or appeal the permit

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **APPEAL:** If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

C: PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

<p>D: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information.</p> <ul style="list-style-type: none"> ACCEPT: You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD. APPEAL: If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice. 		
<p>E: PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.</p>		
<p>SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT</p>		
<p>REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)</p> 		
<p>ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.</p>		
<p>POINT OF CONTACT FOR QUESTIONS OR INFORMATION:</p>		
<p>If you have questions regarding this decision and/or the appeal process you may contact:</p> <p style="margin-left: 40px;">Michael Ladouceur U.S. Army Corps of Engineers Los Angeles District</p> <p style="margin-left: 40px;">Phone: (760) 602-4840 Email: Michael.A.Ladouceur@usace.army.mil</p>	<p>If you only have questions regarding the appeal process you may also contact: Thomas J. Cavanaugh</p> <p style="margin-left: 40px;">Administrative Appeal Review Officer U.S. Army Corps of Engineers South Pacific Division 450 Golden Gate Ave. San Francisco, CA 94102 Phone: (415) 503-6574 Fax: (415) 503-6646 Email: thomas.j.cavanaugh@usace.army.mil</p>	
<p>RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.</p>		
<div style="border-bottom: 1px solid black; height: 20px; width: 100%;"></div> <p>Signature of appellant or agent.</p>	<p>Date:</p>	<p>Telephone number:</p>

Administrative Appeal Process for Approved Jurisdictional Determinations



Appendix C

§ 331.5 Criteria.

(a) *Criteria for appeal* —(1) *Submission of RFA*. The appellant must submit a completed RFA (as defined at §331.2) to the appropriate division office in order to appeal an approved JD, a permit denial, or a declined permit. An individual permit that has been signed by the applicant, and subsequently unilaterally modified by the district engineer pursuant to 33 CFR 325.7, may be appealed under this process, provided that the applicant has not started work in waters of the United States authorized by the permit. The RFA must be received by the division engineer within 60 days of the date of the NAP.

(2) *Reasons for appeal*. The reason(s) for requesting an appeal of an approved JD, a permit denial, or a declined permit must be specifically stated in the RFA and must be more than a simple request for appeal because the affected party did not like the approved JD, permit decision, or the permit conditions. Examples of reasons for appeals include, but are not limited to, the following: A procedural error; an incorrect application of law, regulation or officially promulgated policy; omission of material fact; incorrect application of the current regulatory criteria and associated guidance for identifying and delineating wetlands; incorrect application of the Section 404(b)(1) Guidelines (see 40 CFR Part 230); or use of incorrect data. The reasons for appealing a permit denial or a declined permit may include jurisdiction issues, whether or not a previous approved JD was appealed.

(b) *Actions not appealable*. An action or decision is not subject to an administrative appeal under this part if it falls into one or more of the following categories:

(1) An individual permit decision (including a letter of permission or a standard permit with special conditions), where the permit has been accepted and signed by the permittee. By signing the permit, the applicant waives all rights to appeal the terms and conditions of the permit, unless the authorized work has not started in waters of the United States and that issued permit is subsequently modified by the district engineer pursuant to 33 CFR 325.7;

(2) Any site-specific matter that has been the subject of a final decision of the Federal courts;

(3) A final Corps decision that has resulted from additional analysis and evaluation, as directed by a final appeal decision;

(4) A permit denial without prejudice or a declined permit, where the controlling factor cannot be changed by the Corps decision maker (e.g., the requirements of a binding statute, regulation, state Section 401 water quality certification, state coastal zone management disapproval, etc. (See 33 CFR 320.4(j));

(5) A permit denial case where the applicant has subsequently modified the proposed project, because this would constitute an amended application that would require a new public interest review, rather than an appeal of the existing record and decision;

(6) Any request for the appeal of an approved JD, a denied permit, or a declined permit where the RFA has not been received by the division engineer within 60 days of the date of the NAP;

(7) A previously approved JD that has been superseded by another approved JD based on new information or data submitted by the applicant. The new approved JD is an appealable action;

(8) An approved JD associated with an individual permit where the permit has been accepted and signed by the permittee;

(9) A preliminary JD; or

(10) A JD associated with unauthorized activities except as provided in §331.11.



**U.S. ARMY CORPS OF ENGINEERS
REGULATORY PROGRAM
APPROVED JURISDICTIONAL DETERMINATION FORM (INTERIM)
NAVIGABLE WATERS PROTECTION RULE**

I. ADMINISTRATIVE INFORMATION

Completion Date of Approved Jurisdictional Determination (AJD): 5/20/2021

ORM Number: SPL-2018-00752

Associated JDs: N/A

Review Area Location¹: State/Territory: CA City: San Diego County/Parish/Borough: San Diego

Center Coordinates of Review Area: Latitude 32.911555 Longitude -117.205619

II. FINDINGS

A. Summary: Check all that apply. At least one box from the following list MUST be selected. Complete the corresponding sections/tables and summarize data sources.

- ☒ The review area is comprised entirely of dry land (i.e., there are no waters or water features, including wetlands, of any kind in the entire review area). Rationale: The Corps concurs with the wetland delineation titled "Jurisdictional Delineation for El Cuervo South, Phase 2", prepared by Helix Environmental Planning and revised December 22, 2020 by Artemis Environmental Services, Inc. in a memo titled "Clarification of the Aquatic Resources Delineation for the El Cuervo Del Sur Phase II Mitigation Site (SPL-2018-00752-MAL), San Diego County, California" that demonstrates there are no potential waters within the review area.
- ☐ There are "navigable waters of the United States" within Rivers and Harbors Act jurisdiction within the review area (complete table in Section II.B).
- ☐ There are "waters of the United States" within Clean Water Act jurisdiction within the review area (complete appropriate tables in Section II.C).
- ☐ There are waters or water features excluded from Clean Water Act jurisdiction within the review area (complete table in Section II.D).

B. Rivers and Harbors Act of 1899 Section 10 (§ 10)²

§ 10 Name	§ 10 Size	§ 10 Criteria	Rationale for § 10 Determination
N/A.	N/A.	N/A.	N/A.

C. Clean Water Act Section 404

Territorial Seas and Traditional Navigable Waters ((a)(1) waters): ³				
(a)(1) Name	(a)(1) Size	(a)(1) Criteria	Rationale for (a)(1) Determination	
N/A.	N/A.	N/A.	N/A.	

Tributaries ((a)(2) waters):				
(a)(2) Name	(a)(2) Size	(a)(2) Criteria	Rationale for (a)(2) Determination	
N/A.	N/A.	N/A.	N/A.	

Lakes and ponds, and impoundments of jurisdictional waters ((a)(3) waters):				
(a)(3) Name	(a)(3) Size	(a)(3) Criteria	Rationale for (a)(3) Determination	
N/A.	N/A.	N/A.	N/A.	

¹ Map(s)/figure(s) are attached to the AJD provided to the requestor.

² If the navigable water is not subject to the ebb and flow of the tide or included on the District's list of Rivers and Harbors Act Section 10 navigable waters list, do NOT use this document to make the determination. The District must continue to follow the procedure outlined in 33 CFR part 329.14 to make a Rivers and Harbors Act Section 10 navigability determination.

³ A stand-alone TNW determination is completed independently of a request for an AJD. A stand-alone TNW determination is conducted for a specific segment of river or stream or other type of waterbody, such as a lake, where upstream or downstream limits or lake borders are established. A stand-alone TNW determination should be completed following applicable guidance and should NOT be documented on the AJD Form.



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Adjacent wetlands ((a)(4) waters):				
(a)(4) Name	(a)(4) Size	(a)(4) Criteria	Rationale for (a)(4) Determination	
N/A.	N/A.	N/A.	N/A.	

D. Excluded Waters or Features

Excluded waters ((b)(1) – (b)(12)): ⁴				
Exclusion Name	Exclusion Size	Exclusion ⁵	Rationale for Exclusion Determination	
N/A.	N/A.	N/A.	N/A.	

III. SUPPORTING INFORMATION

A. Select/enter all resources that were used to aid in this determination and attach data/maps to this document and/or references/citations in the administrative record, as appropriate.

☒ Information submitted by, or on behalf of, the applicant/consultant: [“Jurisdictional Delineation for El Cuervo South, Phase 2”, prepared by Helix Environmental Planning and revised December 22, 2020 by Artemis Environmental Services, Inc. in a memo titled “Clarification of the Aquatic Resources Delineation for the El Cuervo Del Sur Phase II Mitigation Site \(SPL-2018-00752-MAL\), San Diego County, California”](#)

This information is sufficient for purposes of this AJD.

Rationale: [The wetland delineations demonstrate that there are no waters of the United States within the review area. The review area lacks hydric soils, hydrophytic vegetation, and hydrology indicators.](#)

☐ Data sheets prepared by the Corps: [Title\(s\) and/or date\(s\).](#)

☒ Photographs: [Aerial: Aerials obtained from Digital Globe \(EVWHS\) dated December 18, 2020 and accessed February 24, 2021](#)

☐ Corps site visit(s) conducted on: [Date\(s\).](#)

☐ Previous Jurisdictional Determinations (AJDs or PJDs): [ORM Number\(s\) and date\(s\).](#)

☒ Antecedent Precipitation Tool: [provide detailed discussion in Section III.B.](#)

☐ USDA NRCS Soil Survey: [Title\(s\) and/or date\(s\).](#)

☒ USFWS NWI maps: <https://www.fws.gov/wetlands/data/mapper.html>, accessed February 24 2021

☒ USGS topographic maps: [USGS topographic map included in aquatic resource delineation.](#)

Other data sources used to aid in this determination:

Data Source (select)	Name and/or date and other relevant information
USGS Sources	N/A.
USDA Sources	N/A.
NOAA Sources	N/A.
USACE Sources	N/A.
State/Local/Tribal Sources	N/A.
Other Sources	N/A.

B. Typical year assessment(s): [A typical year assessment was included in the revised wetland delineation memo. The assessment found that the area was experiencing drought at the time of the site visit.](#)

⁴ Some excluded waters, such as (b)(2) and (b)(4), may not be specifically identified on the AJD form unless a requestor specifically asks a Corps district to do so. Corps districts may, in case-by-case instances, choose to identify some or all of these waters within the review area.

⁵ Because of the broad nature of the (b)(1) exclusion and in an effort to collect data on specific types of waters that would be covered by the (b)(1) exclusion, four sub-categories of (b)(1) exclusions were administratively created for the purposes of the AJD Form. These four sub-categories are not new exclusions, but are simply administrative distinctions and remain (b)(1) exclusions as defined by the NWPR.



**U.S. ARMY CORPS OF ENGINEERS
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NAVIGABLE WATERS PROTECTION RULE**

Southern California was in a period of drought until late 2016 / early 2017. There are no potential non-wetland waters of the U.S. on the project site. Therefore, Chapter 5, Difficult Wetland Situations in the Arid West, of the "Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0)" was used to assess the issue of drought.

- C. Additional comments to support AJD:** This Approved Jurisdictional Determination does not include the mitigation site that is located adjacent, to the west, of the review area.

El Cuervo del Sur Site Boundary (Phase I)

AJD Review Area

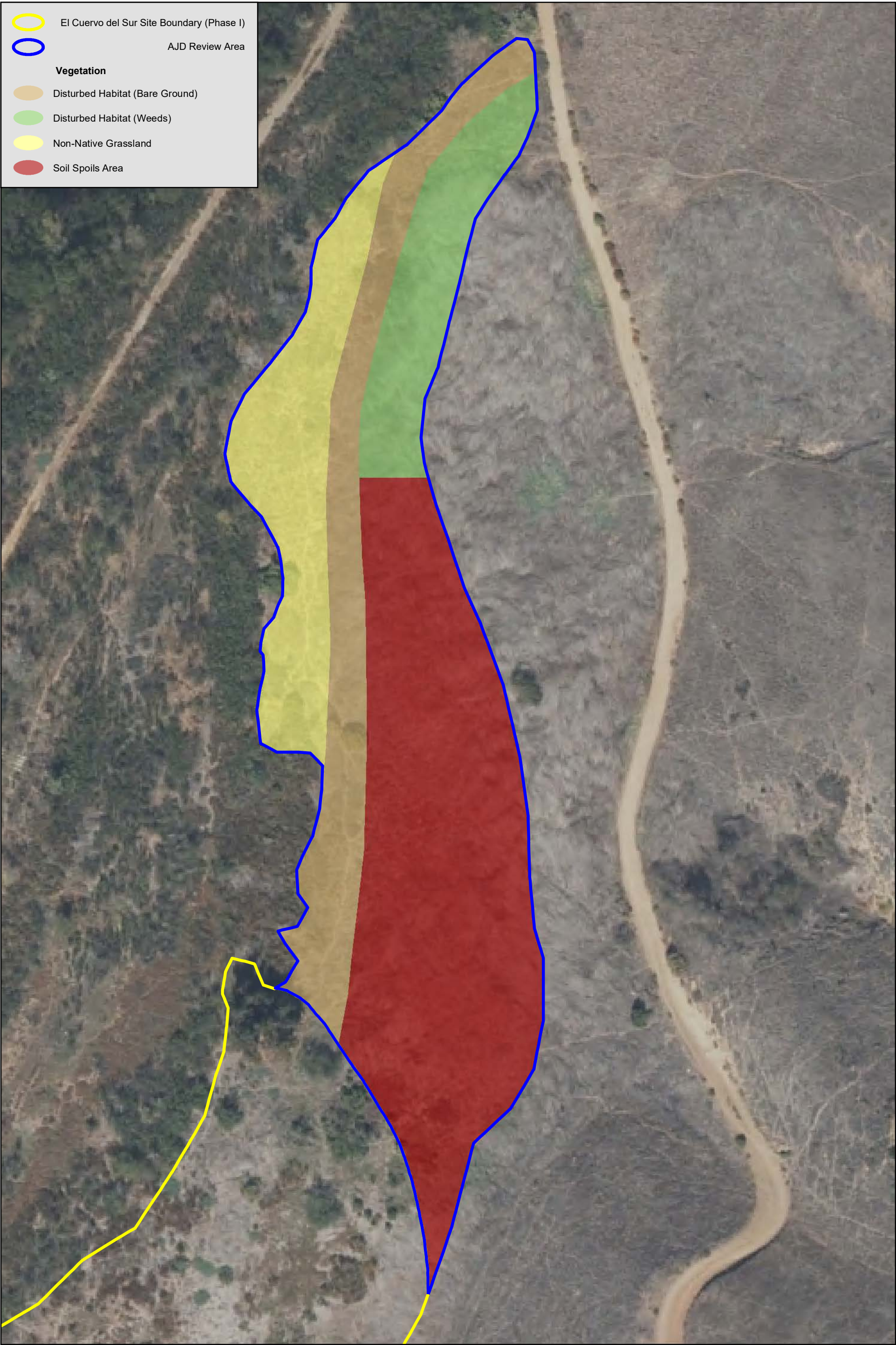
Vegetation

Disturbed Habitat (Bare Ground)

Disturbed Habitat (Weeds)

Non-Native Grassland

Soil Spoils Area



AJD Review Area

EL CUERVO DEL SUR

December 22, 2020

Vanessa Sandoval
City of San Diego Transportation & Storm Water Department
2781 Caminito Chollas, MS 46
San Diego, California 92105
Email: vmsandoval@saniego.gov

Subject: Clarification of the Aquatic Resources Delineation for the El Cuervo Del Sur Phase II Mitigation Site (SPL-2018-00752-MAL), San Diego County, California

The following information responds to the Additional Information Request from the United States Army Corps of Engineers (USACE) provided on December 9, 2020 for the City of San Diego Transportation and Stormwater Department (City) El Cuervo Del Sur Phase II Mitigation Site (permit application SPL-2018-00752-MAL). The information requested includes:

- A revised delineation that meets the USACE's Minimum Standards for Acceptance of Aquatic Resources Delineation Reports dated March 16, 2017 and specifically provides:
 - WETS tables of pre-site visit precipitation data,
 - discussion of hydrology,
 - soils descriptions and map,
 - wetland delineation datasheets with revisions to soil chroma and texture,
 - level of accuracy of GPS data used, and
 - digital data including the Phase II (survey area) boundary and data point locations in the form of ESRI shapefiles/geodatabase format;
- A map that shows the location of sample points and photos;
- Description of the area where excavated soil will be placed; and
- Details regarding the nature of the activity, specifically:
 - how Phase II will be tied to the existing Phase I mitigation site, and
 - how construction will occur (e.g., will there be grading or discharge of fill material).

The information requested is provided below and incorporated into the enclosed revised Jurisdictional Delineation report (HELIX 2016; Attachment 1).

Nature of Proposed Activity

The El Cuervo Del Sur Phase II mitigation site expands the existing Phase I mitigation site, which completes post-installation Year 3 in December 2020. The original mitigation design drafted in 2014 was split into two phases at the request of the USACE due to the City's agreement for Advanced Permittee Responsible Mitigation (APRM; USACE 2015a, 2015b) having not yet been finalized. The HMMP for the El Cuervo Del Sur Phase I mitigation site (URS 2015) describes the overall design (including both Phase I and Phase II) as establishing two within-floodplain depressional wetland areas with surrounding riparian habitat. The Phase II HMMP (HELIX and ESA, 2020) mitigation design (Section 3.7) describes grading activities to create two

interconnected channels along the length of the site to facilitate flow through the Phase II establishment area and into the adjacent Phase I mitigation site.

Grading

No grading or discharge of fill is proposed within existing jurisdictional waters because the Phase II mitigation site encompasses upland habitat and avoids impacts to the wetlands developing within the adjacent Phase I mitigation site. Approximately 2 feet of soil removal from upland areas is planned for much of the site, with deeper soil removal within portions of the graded channel bottom (HELIX and ESA, 2020). Grading incorporates approximately 8 inches of topsoil (upper soil horizon) salvaging that will be temporarily stockpiled in the proposed soils disposal area located on the adjacent upland slope currently characterized as disturbed habitat (HELIX and ESA, 2020).

Soils Disposal Area

As noted above, the proposed soils disposal area is located on the adjacent upland slope currently characterized as disturbed habitat. Vegetation for this area is made up of approximately 90 percent cover of non-native species, dominated by black mustard (*Brassica nigra*), bristly ox-tongue (*Helminthotheca echinoides*), and non-native grasses (Section 3.5 of the Phase II HMMP; HELIX and ESA, 2020). The wetland delineation datasheet for Sample Point 3 is representative of this area (Attachment 1).

Survey Methods

The 2016 delineation was conducted in accordance with the 1987 Corps of Engineers Wetland Delineation Manual and the 2008 USACE Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0). Ordinary High Water Mark (OHWM) was identified according to “A Field Guide to the Identification of the [OHWM] in the Arid West Region of the Western United States” (August 2008). Three sample pits were evaluated to confirm the presence or absence of wetland conditions (see Wetland Determination Data Forms provided in the revised delineation report; Attachment 1).

The delineation was conducted on foot with the aid of 1”=50’ scale aerials and topographic maps. Field data were collected using the integrated GPS of an iPad Air 2 with variable accuracy estimated from between 3 to 5 meters. Remote sensing used in the delineation consisted of publicly available U.S. Geological Survey (USGS) topography and aerial photographs viewed through Google Earth, as well as the SanGIS aerial photograph and 2-foot contour topography (Attachment 2).

Precipitation and Climate Data Analysis

According to the Natural Resources Conservation Service (NRCS) Agricultural Applied Climate Information System (AgACIS), the nearest weather station collecting climate and precipitation data with at least 20 years of data available near the Survey Area is the San Diego Miramar NAS station. A total of 1.77 inches of rainfall was recorded in the three months prior to the field survey performed on December 2, 2016 (NOAA 2020). The average monthly precipitation for the San Diego Miramar NAS station (NOAA 2020) is provided in Attachment 3, Climatological Data: WETS. Overall, rainfall in 2016 totaled 13.32 inches and is above the 30-year annual average total rainfall of 7.68 to 12.42 inches (NOAA 2020).

The Antecedent Precipitation Tool (APT; Version 1.0.13) was used to evaluate climatic conditions of the Los Peñasquitos watershed (Hydrologic Unit Code [HUC] 180703040402) for the date the delineation field work

was completed (Attachment 3, Climatological Data: Watershed Sampling Summary). The APT Watershed Sampling Summary provided in Attachment 3 that was generated for the Los Peñasquitos watershed summarizes precipitation and climatic data for 6 sampling points for the 3 months prior to the delineation field survey date of December 2, 2016. These data determine that 100 percent of those 6 sampling points exhibited precipitation and climate within the normal range of conditions recorded within the HUC 180703040402 but also indicate that severe drought conditions were present during 2016.

Hydrology

The mitigation site is within the Los Peñasquitos Creek Hydrologic Unit (HUC 180703040402) of the San Diego Watershed (HUC 18070304). The mitigation site is southeast of Los Peñasquitos Creek, a Relatively Permanent Water (RPW), that drains into the Los Peñasquitos Lagoon before discharging into the Pacific Ocean, a Traditional Navigable Water (TNW), at Torrey Pines State Reserve. HEC-RAS floodplain modeling conducted for the overall mitigation design (including both Phase I and Phase II) estimated the mitigation site to be inundated with overflow from Los Peñasquitos Creek between the 10- year to 25-year or greater storm events (URS 2014). Currently, high flows following heavy rain events move through the site along a scoured access road, which was used in 2017 for installation of the El Cuervo del Sur Phase I mitigation project, and flow into the Phase I site (HELIX and ESA, 2020).

Wetland hydrology for the mitigation site will primarily be provided by groundwater, but elevations will be established so that surface flows inundate the proposed wetland habitats as frequently as during 1-year to 4-year storm events (HELIX and ESA, 2020). Post-grading elevations have been specified for the Phase II mitigation site to ensure proper surface flows and drainage patterns are maintained for the Phase I site.

Soils

Soils mapped by the U.S. Department of Agriculture (USDA), NRCS, within the Phase I mitigation site include Tujunga sand (0 to 5 percent slopes) and Altamont clay (30 to 50 percent slopes), as shown in Figure 6 of the HMMP and provided herein as Attachment 2. The Tujunga sand (0 to 5 percent slopes) is rated as a hydric soil in the National List of Hydric Soils (NRCS 2020); however, no hydric soil indicators were documented during excavation of soil pits for the three sample points evaluated in the 2016 jurisdictional delineation (HELIX 2016; Attachment 1).

Additionally, the Phase II HMMP existing conditions (Section 3.4) describes that a portion of the Phase II mitigation site was used as a soil transfer area. Soil transfer occurred during Phase I grading when native soils in a portion of Phase II were excavated and placed in the Phase I soil disposal slope so that overly wet soils from the Phase I wetland basin could be allowed to dry in the flat uplands in Phase II (HELIX and ESA, 2020).

Revisions to the 2016 Jurisdictional Delineation

Revisions to the enclosed jurisdictional delineation report prepared by HELIX in 2016 (Attachment 1) include providing the locations of the sample points and photos on the figure and minor revisions to the wetland determination data forms including 1) providing the coordinates of the sample points on their corresponding wetland determination data forms, 2) adjusting the soil chromas listed to those identified by the Munsell Soil Color Book, and 3) spelling out the abbreviated soil textures.

Conclusion

The results of the 2016 delineation remain unchanged: no jurisdictional waters or wetlands are present within the entire El Cuervo del Sur Phase II mitigation site and soils disposal area. Additionally, these results are consistent with the results of the 2013 delineation performed for the overall mitigation design (including both Phase I and Phase II) to determine whether any portion of the proposed mitigation site could be considered a wetland or where existing wetlands were located so that the HMMP could avoid impacts to jurisdictional resources (URS 2013).

This letter with attachments was prepared and compiled by Artemis Environmental Services in partnership with Environmental Science Associates (ESA), and provides the additional information requested to conform to the USACE's Minimum Standards for Acceptance of Aquatic Resources Delineation Reports (USACE 2017). The ESRI shapefiles/geodatabase associated with the 2016 delineation and in accordance with the USACE's Final Map and Drawing Standards (USACE 2012) are provided separately. Please contact Stephanie Breeden (ESA) at SBreeden@esassoc.com if you have any questions.

Sincerely,



Jasmine Bakker
Senior Biologist
Artemis Environmental Services, Inc.

Enclosures:

Attachment 1, Revised 2016 Jurisdictional Delineation for El Cuervo South, Phase 2
Attachment 2, Soils and Topographic Map
Attachment 3, Climatological Data

References

- Environmental Laboratory. 1987. Corps of Engineers Wetlands Delineation Manual. Technical Report Y-87-1. U.S. Army Engineer Waterways Experiment Station, Vicksburg, Mississippi. 100 pp. with Appendices.
- HELIX Environmental Planning, Inc. (HELIX) and Environmental Science Associates (ESA). 2020. Conceptual Habitat Mitigation and Monitoring Plan for the El Cuervo del Sur Phase II Mitigation Site. June 26.
- HELIX. 2016. Jurisdictional Delineation for El Cuervo South, Phase 2. December 12.
- Natural Resources Conservation Service (NRCS). 2020. National List of Hydric Soils. December. Available at: <http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/use/hydric/>.
- National Oceanic and Atmospheric Association (NOAA). 2020. AgACIS for [San Diego] County. Accessed at <http://agacis.rcc-acis.org/>.
- URS. 2015. Final El Cuervo eel Sur Wetland Habitat Mitigation and Monitoring Plan. February 28, 2014, updated February 25, 2015.
- U.S. Army Corps of Engineers (USACE). 2017. Special Public Notice: Minimum Standards for Acceptance of Aquatic Resources Delineation Reports. Los Angeles District. March 16. Available at: <https://www.spl.usace.army.mil/Portals/17/Users/251/43/2043/Final%20Delin%20report%20standards%203-16-2017.pdf?ver=2017-03-16-170513-523>.
- USACE 2015a. Letter Regarding Process for City of San Diego Advance Permittee-responsible Compensatory Mitigation Associated with Essential Public Projects within County of San Diego. October 26.
- USACE. 2015b. Memorandum for the Record. Advance Permittee-responsible Mitigation Related to City of San Diego Essential Public Projects within the County of San Diego, California. October 23.
- USACE. 2012. Final Map and Drawing Standards for the South Pacific Division Regulatory Program. Retrieved from: <http://www.spk.usace.army.mil/Media/Regulatory-Public-Notices/Article/479462/final-map-and-drawing-standards-for-the-south-pacific-division-regulatory-progr/>. August 6.
- USACE 2008. Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0). Eds. J.S. Wakely, R.W. Lichvar, and C.V. Noble. ERDC/EL TR-08-28. Vicksburg, MS; U.S. Army Engineer Research and Development Center.
- U.S. Department of Agriculture (USDA) Natural Resources Conservation Service. 2016. Web Soil Survey. Retrieved from: <https://websoilsurvey.sc.egov.usda.gov/App/HomePage.htm>. August 10.

ATTACHMENT 1

Revised 2016 Jurisdictional Delineation for El Cuervo South, Phase 2



To: Mr. Shelby Howard

Date: December 12, 2016

From: W. L. Sward

Subject: Jurisdictional Delineation for El Cuervo South, Phase 2

Message:

This memo reports on the results of a field based jurisdictional delineation for the El Cuervo South, Phase 2 wetland restoration project (Figure 1). Jurisdictional areas were investigated pursuant to federal, state, and city methods. The field work for this jurisdictional delineation was conducted on December 2, 2016 by me.

METHODS

Plants were identified according to Baldwin et. al.ⁱ Wetland affiliations of plant species follow The National Wetland Plant Listⁱⁱ. Vegetation community classifications follow Oberbauerⁱⁱⁱ.

Waters of the U.S. (WUS) wetland boundaries were determined using the three criteria (vegetation, hydrology, and soils) established for wetland delineations, as described within the Wetlands Delineation Manual^{iv} and Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region^v.

The results presented here are also discussed in light of court decisions (i.e., *Rapanos v. United States*, *Carabell v. United States*, and *Solid Waste Agency of Northern Cook County v. U.S. Army Corps of Engineers [USACE]*), as outlined and applied by the USACE^{vi, vii}, and USACE and Environmental Protection Agency^{viii, ix}. These publications explain that the EPA and USACE will assert jurisdiction over traditional navigable waters (TNW) and tributaries to TNWs that are relatively permanent water bodies (RPWs), which have year-round or continuous seasonal flow. For water bodies that are not RPWs, a significant nexus evaluation must be conducted to determine whether the non-RPW is jurisdictional.

Soil samples were evaluated for hydric soil indicators (e.g., hydrogen sulfide [A4], sandy redox [S5], depleted matrix [F3], redox dark surface [F6], and depleted dark surface [F7]). Soil chromas were identified according to Munsell's Soil Color Charts^x.

Sample points were inspected for primary wetland hydrology indicators (e.g., surface water [A1], saturation [A3], water marks [non-riverine, B1], sediment deposits [non-riverine, B2], drift deposits [non-riverine, B3], surface soil cracks [B6], inundation visible on aerial imagery [B7], salt crust [B11], aquatic invertebrates [B13], hydrogen sulfide odor [C1], and oxidized rhizospheres along living roots [C3]) and secondary wetland hydrology indicators (e.g., water marks [riverine, B1], sediment deposits [riverine, B2], drift deposits [riverine, B3], drainage patterns in wetlands [B10], shallow aquitard [D3], and positive FAC neutral test [D5]).

Areas were determined to be non-wetland WUS if there was evidence of regular surface flow (e.g., bed and bank), but neither the vegetation nor soils criterion was met. Jurisdictional limits for these areas were defined by the ordinary high water mark (OHWM), which is defined in 33 CFR Section 329.11 as “that line on the shore established by the fluctuations of water and indicated by physical characteristics such as a clear, natural line impressed on the bank; shelving; changes in the character of the soil; destruction of terrestrial vegetation; the presence of litter or debris; or other appropriate means that consider the characteristics of the surrounding areas.” The USACE has issued further guidance on the OHWM^{xi}, which also has been used for this delineation. The OHWM widths were measured to the nearest foot at various locations along mapped drainages.

California Department of Fish and Wildlife (CDFW) jurisdictional boundaries were determined based on the presence of stream supported vegetation or regular surface flow. Stream flows may be perennial, intermittent, or ephemeral^{xii}. The CDFW publication on dryland watersheds^{xiii} was also used as an aid to map streambeds.

City of San Diego wetland boundaries were determined based primarily on the presence of wetland vegetation. There are certain instances where City wetlands occur without wetland vegetation (where present and past human activities have removed wetland vegetation). There are also situations where wetland vegetation created by human activities is not considered wetlands.

Three sample points were studied; standard data forms were completed in the field and are included in Attachment A. A photograph was taken for each of the sample points and is included in Attachment B. The southern half of Phase 2 was recently disturbed by the disposal of soil spoils derived from the grading on Phase 1. The data points for this delineation were taken north of this area of disturbance.

RESULTS

All three sample points were taken in upland habitat, as determined by the sample points. None of the sample points supported wetland vegetation or wetland soils. Sample Point 2 had a single secondary wetland hydrology indicator (drift deposits), which is insufficient to conclude wetland hydrology. The other two sample points had no wetland hydrology indicators.

Two habitat types were mapped on Phase 2: non-native grassland and disturbed habitat (Figure 2). The disturbed habitat occurs as several phases, including bare ground, soil spoils, and vegetation made up of broad-leaved forbs.

CONCLUSION

The restoration for Phase 2 is planned for an area that is currently an upland.

Enclosures:

Figure 1 USGS

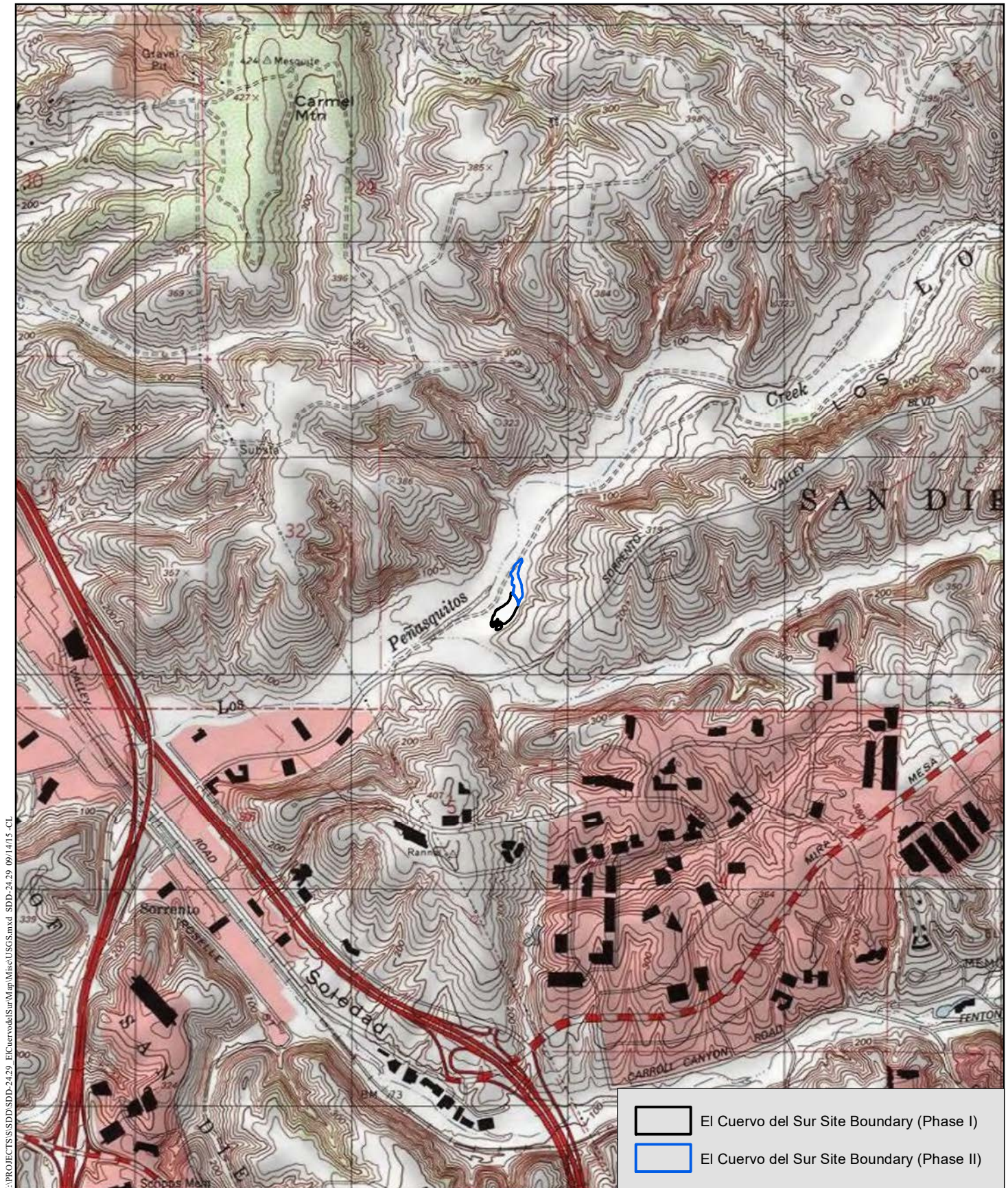
Figure 2 Vegetation

Attachment A Data Forms

Attachment B Representative Site Photos

- ⁱ Baldwin, B. G., Goldman, D. H., Keil D. J., Patterson R., Rosatti, T. J. and Wilken, D. H. (eds.). 2012. The Jepson Manual: Vascular Plants of California. Second edition. Berkeley, CA: University of California Press. 1568 pp.
- ⁱⁱ Lichvar, R., D. Banks, W. Kirchner, and N. Melvin. 2016. The National Wetland Plant List: 2016 wetland ratings. Phytoneuron 2016-30: 1-17. April 28. 49 pp.
- ⁱⁱⁱ Oberbauer, T., M. Kelly, and J. Buegge. 2008. Vegetation Communities of San Diego County. Based on "Preliminary Descriptions of the Terrestrial Natural Communities of California, R. Holland, October 1986. March. 73 pp.
- ^{iv} Environmental Laboratory. 1987. Corps of Engineers Wetlands Delineation Manual. Technical Report Y-87-1. U.S. Army Engineer Waterways Experiment Station, Vicksburg, Mississippi. 100 pp. with appendices.
- ^v U.S. Army Corps of Engineers (USACE). 2008. Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0). Eds. J.S. Wakely, R.W. Lichvar, and C.V. Noble. ERDC/EL TR-06-16. Vicksburg, MS: U.S. Army Engineer Research and Development Center. September.
- ^{vi} U.S. Army Corps of Engineers (USACE). 2007. Questions and Answers for Rapanos and Carabell Decisions. June 5. 21 pp.
- ^{vii} Grumbles, B.H. and J.P. Woodley, Jr. 2007. Memorandum: Clean Water Act Jurisdiction Following the U.S. Supreme Court's Decision in Rapanos v. United States and Carabell v. United States. June 5. 12 pp.
- ^{viii} U.S. Environmental Protection Agency (EPA) and USACE. 2007. Joint Guidance to Sustain Wetlands Protection under Supreme Court Decision. 2 pp.

- ^{ix} U.S. Army Corps of Engineers (USACE) and the Environmental Protection Agency (EPA). 2007. U.S. Army Corps of Engineers Jurisdictional Determination Form Instructional Guidebook. May 30. 60 pp.
- ^x Kollmorgen Instruments Corporation (Kollmorgen). 1994. Munsell Soil Color Charts, Revised edition. Baltimore, MD.
- ^{xi} Riley, D.T. 2005. Ordinary High Water Mark Identification. RGL No. 05-05. December 5. 4 pp.; Lichvar, R.W. and S.M. McColley. 2008. A Field Guide to the Identification of the Ordinary High Water Mark (OHWM) in the Arid West Region of the Western United States. ERDC/CRREL TR-08-12. Hanover, NH. U.S. Army Engineer Research and Development Center. August.
- ^{xii} California Department of Fish and Wildlife. 2008. Questions and Answers. Retrieved from: <https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=3771&inline>
- ^{xiii} Vyverberg, K. 2010. A Review of Stream K Processes and Forms in Dryland Watersheds. CDFG. Sacramento. December. 32 pp.



USGS

EL CUERVO DEL SUR

Figure 1



Vegetation

Figure 2

Attachment A

WETLAND DETERMINATION DATA FORM – Arid West Region

Project/Site: El Cuervo South, Phase 2 City/County: S.D./S.D. Sampling Date: 2 Dec 2016
 Applicant/Owner: City of S.D., SDD-24.29 State: CA Sampling Point: 1
 Investigator(s): W. L. Sward Section, Township, Range: unsectioned, T 14S, R 3W
 Landform (hillslope, terrace, etc.): valley floor/terrace Local relief (concave, convex, none): none Slope (%): 1%
 Subregion (LRR): C: Mediterranean California Lat: 32.91120109960 Long: -117.20599538400 Datum: NAD83
 Soil Map Unit Name: TuB: Tujunga sand, 0-5% NWI classification: PEM1A
 Are climatic / hydrologic conditions on the site typical for this time of year? Yes ☒ No ☐ (If no, explain in Remarks.)
 Are Vegetation ☐, Soil ☐, or Hydrology ☐ significantly disturbed? Are "Normal Circumstances" present? Yes ☒ No ☐
 Are Vegetation ☐, Soil ☐, or Hydrology ☐ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Is the Sampled Area within a Wetland? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Hydric Soil Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Wetland Hydrology Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Remarks: SP is located approximately 25 ft. from riparian scrub. PEM1A: Palustrine, emergent, persistent, temporary flooded. SP is located in an upland.	

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: <u>50'X60'</u>) 1. _____ 2. _____ 3. _____ 4. _____ _____ = Total Cover Sapling/Shrub Stratum (Plot size: <u>r=15'</u>) 1. <u>Isocoma menziesii</u> <u>2%</u> <u>no</u> <u>FAC</u> 2. _____ 3. _____ 4. _____ 5. _____ _____ = Total Cover Herb Stratum (Plot size: <u>r=5'</u>) 1. <u>Cynodon dactylon</u> <u>70%</u> <u>yes</u> <u>FACU</u> 2. <u>Ambrosia psilostachya</u> <u>35</u> <u>yes</u> <u>FACU</u> 3. <u>Rumex crispus</u> <u>1</u> <u>no</u> <u>FAC</u> 4. <u>Bromus diandrus</u> <u>2</u> <u>no</u> <u>UPL</u> 5. _____ 6. _____ 7. _____ 8. _____ _____ = Total Cover Woody Vine Stratum (Plot size: <u>r=10'</u>) 1. _____ 2. _____ _____ = Total Cover % Bare Ground in Herb Stratum <u>0</u> % Cover of Biotic Crust <u>0</u>	Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC: <u>0</u> (A) Total Number of Dominant Species Across All Strata: <u>2</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>0%</u> (A/B) Prevalence Index worksheet: Total % Cover of: _____ Multiply by: _____ OBL species _____ x 1 = _____ FACW species _____ x 2 = _____ FAC species <u>3</u> x 3 = <u>9</u> FACU species <u>105</u> x 4 = <u>420</u> UPL species <u>2</u> x 5 = <u>10</u> Column Totals: <u>108</u> (A) <u>439</u> (B) Prevalence Index = B/A = <u>3.99</u> Hydrophytic Vegetation Indicators: ___ Dominance Test is >50% ___ Prevalence Index is ≤3.0 ¹ ___ Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) ___ Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic. Hydrophytic Vegetation Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Remarks: Ground is covered by duff and vegetation. Upland vegetation present.	

SOIL

Sampling Point: 1

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-11	10YR 3/3	100%					SaCL = Sandy Clay Loam	
11-18	10YR 3/3	100%					SaL = Sandy Loam	

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. ²Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)

- ☐ Histosol (A1)
- ☐ Histic Epipedon (A2)
- ☐ Black Histic (A3)
- ☐ Hydrogen Sulfide (A4)
- ☐ Stratified Layers (A5) (**LRR C**)
- ☐ 1 cm Muck (A9) (**LRR D**)
- ☐ Depleted Below Dark Surface (A11)
- ☐ Thick Dark Surface (A12)
- ☐ Sandy Mucky Mineral (S1)
- ☐ Sandy Gleyed Matrix (S4)

- ☐ Sandy Redox (S5)
- ☐ Stripped Matrix (S6)
- ☐ Loamy Mucky Mineral (F1)
- ☐ Loamy Gleyed Matrix (F2)
- ☐ Depleted Matrix (F3)
- ☐ Redox Dark Surface (F6)
- ☐ Depleted Dark Surface (F7)
- ☐ Redox Depressions (F8)
- ☐ Vernal Pools (F9)

Indicators for Problematic Hydric Soils³:

- ☐ 1 cm Muck (A9) (**LRR C**)
- ☐ 2 cm Muck (A10) (**LRR B**)
- ☐ Reduced Vertic (F18)
- ☐ Red Parent Material (TF2)
- ☐ Other (Explain in Remarks)

³Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if present):

Type: _____

Depth (inches): _____

Hydric Soil Present? Yes _____ No ☒

Remarks:

No hydric soil indicators.

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one required; check all that apply)

- ☐ Surface Water (A1)
- ☐ High Water Table (A2)
- ☐ Saturation (A3)
- ☐ Water Marks (B1) (**Nonriverine**)
- ☐ Sediment Deposits (B2) (**Nonriverine**)
- ☐ Drift Deposits (B3) (**Nonriverine**)
- ☐ Surface Soil Cracks (B6)
- ☐ Inundation Visible on Aerial Imagery (B7)
- ☐ Water-Stained Leaves (B9)

- ☐ Salt Crust (B11)
- ☐ Biotic Crust (B12)
- ☐ Aquatic Invertebrates (B13)
- ☐ Hydrogen Sulfide Odor (C1)
- ☐ Oxidized Rhizospheres along Living Roots (C3)
- ☐ Presence of Reduced Iron (C4)
- ☐ Recent Iron Reduction in Tilled Soils (C6)
- ☐ Thin Muck Surface (C7)
- ☐ Other (Explain in Remarks)

Secondary Indicators (2 or more required)

- ☐ Water Marks (B1) (**Riverine**)
- ☐ Sediment Deposits (B2) (**Riverine**)
- ☐ Drift Deposits (B3) (**Riverine**)
- ☐ Drainage Patterns (B10)
- ☐ Dry-Season Water Table (C2)
- ☐ Crayfish Burrows (C8)
- ☐ Saturation Visible on Aerial Imagery (C9)
- ☐ Shallow Aquitard (D3)
- ☐ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present? Yes _____ No ☒ Depth (inches): _____

Water Table Present? Yes _____ No ☒ Depth (inches): _____

Saturation Present? Yes _____ No ☒ Depth (inches): _____
(includes capillary fringe)

Wetland Hydrology Present? Yes _____ No ☒

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

No wetland hydrology indicators present.

WETLAND DETERMINATION DATA FORM – Arid West Region

Project/Site: El Cuervo South, Phase 2 City/County: S.D./S.D. Sampling Date: 2 Dec 2016
 Applicant/Owner: City of S.D., SDD-24.29 State: CA Sampling Point: 2
 Investigator(s): W. L. Sward Section, Township, Range: unsectioned, T 14S, R 3W
 Landform (hillslope, terrace, etc.): valley floor/terrace Local relief (concave, convex, none): none Slope (%): 3%
 Subregion (LRR): C: Mediterranean California Lat: 32.91081412470 Long: -117.20591799700 Datum: NAD83
 Soil Map Unit Name: TuB: Tujunga sand, 0-5% NWI classification: PEM1A

Are climatic / hydrologic conditions on the site typical for this time of year? Yes ☒ No ☐ (If no, explain in Remarks.)
 Are Vegetation ☐, Soil ☐, or Hydrology ☐ significantly disturbed? Are "Normal Circumstances" present? Yes ☒ No ☐
 Are Vegetation ☐, Soil ☐, or Hydrology ☐ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Is the Sampled Area within a Wetland? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Hydric Soil Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Wetland Hydrology Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Remarks: SP is located approximately 15 ft. from riparian scrub. PEM1A: Palustrine, emergent, persistent, temporary flooded. SP is located in an upland.	

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: <u>r=30'</u>)	Absolute % Cover	Dominant Species?	Indicator Status	Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC: <u>0</u> (A) Total Number of Dominant Species Across All Strata: <u>2</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>0%</u> (A/B)
1. _____	_____	_____	_____	
2. _____	_____	_____	_____	
3. _____	_____	_____	_____	
4. _____	_____	_____	_____	
<u>0</u> = Total Cover				Prevalence Index worksheet: Total % Cover of: _____ Multiply by: _____ OBL species _____ x 1 = _____ FACW species _____ x 2 = _____ FAC species _____ x 3 = _____ FACU species <u>2</u> x 4 = <u>8</u> UPL species <u>85</u> x 5 = <u>425</u> Column Totals: <u>87</u> (A) <u>433</u> (B) Prevalence Index = B/A = <u>4.97</u>
Sapling/Shrub Stratum (Plot size: <u>r=15'</u>)				
1. _____	_____	_____	_____	
2. _____	_____	_____	_____	
3. _____	_____	_____	_____	
<u>0</u> = Total Cover				
Herb Stratum (Plot size: <u>r=5'</u>)				Hydrophytic Vegetation Indicators: ___ Dominance Test is >50% ___ Prevalence Index is ≤3.0 ¹ ___ Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) ___ Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.
1. <u>Bromus diandrus</u>	<u>50%</u>	<u>yes</u>	<u>UPL</u>	
2. <u>Bromus madritensis</u>	<u>35</u>	<u>yes</u>	<u>UPL</u>	
3. <u>Bromus hordeaceus</u>	<u>2</u>	<u>no</u>	<u>FACU</u>	
4. _____	_____	_____	_____	
5. _____	_____	_____	_____	
6. _____	_____	_____	_____	
7. _____	_____	_____	_____	
8. _____	_____	_____	_____	
<u>87%</u> = Total Cover				
Woody Vine Stratum (Plot size: <u>r=10'</u>)				Hydrophytic Vegetation Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
1. _____	_____	_____	_____	
2. _____	_____	_____	_____	
<u>0</u> = Total Cover				
% Bare Ground in Herb Stratum <u>5</u> % Cover of Biotic Crust <u>0</u>				
Remarks: Upland vegetation present.				

SOIL

Sampling Point: 2

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-8	10YR 4/6	60%					SiC = Silty Clay	
	10YR 3/3	40%						
8-18	10YR 3/3	100%					SiC = Silty Clay	

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. ²Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)

☐ Histosol (A1)
☐ Histic Epipedon (A2)
☐ Black Histic (A3)
☐ Hydrogen Sulfide (A4)
☐ Stratified Layers (A5) (**LRR C**)
☐ 1 cm Muck (A9) (**LRR D**)
☐ Depleted Below Dark Surface (A11)
☐ Thick Dark Surface (A12)
☐ Sandy Mucky Mineral (S1)
☐ Sandy Gleyed Matrix (S4)

☐ Sandy Redox (S5)
☐ Stripped Matrix (S6)
☐ Loamy Mucky Mineral (F1)
☐ Loamy Gleyed Matrix (F2)
☐ Depleted Matrix (F3)
☐ Redox Dark Surface (F6)
☐ Depleted Dark Surface (F7)
☐ Redox Depressions (F8)
☐ Vernal Pools (F9)

Indicators for Problematic Hydric Soils³:

☐ 1 cm Muck (A9) (**LRR C**)
☐ 2 cm Muck (A10) (**LRR B**)
☐ Reduced Vertic (F18)
☐ Red Parent Material (TF2)
☐ Other (Explain in Remarks)

³Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if present):

Type: _____

Depth (inches): _____

Hydric Soil Present? Yes _____ No ☒

Remarks:

No hydric soil indicators.

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one required; check all that apply)

☐ Surface Water (A1)
☐ High Water Table (A2)
☐ Saturation (A3)
☐ Water Marks (B1) (**Nonriverine**)
☐ Sediment Deposits (B2) (**Nonriverine**)
☐ Drift Deposits (B3) (**Nonriverine**)
☐ Surface Soil Cracks (B6)
☐ Inundation Visible on Aerial Imagery (B7)
☐ Water-Stained Leaves (B9)

☐ Salt Crust (B11)
☐ Biotic Crust (B12)
☐ Aquatic Invertebrates (B13)
☐ Hydrogen Sulfide Odor (C1)
☐ Oxidized Rhizospheres along Living Roots (C3)
☐ Presence of Reduced Iron (C4)
☐ Recent Iron Reduction in Tilled Soils (C6)
☐ Thin Muck Surface (C7)
☐ Other (Explain in Remarks)

Secondary Indicators (2 or more required)

☐ Water Marks (B1) (**Riverine**)
☐ Sediment Deposits (B2) (**Riverine**)
☒ Drift Deposits (B3) (**Riverine**)
☐ Drainage Patterns (B10)
☐ Dry-Season Water Table (C2)
☐ Crayfish Burrows (C8)
☐ Saturation Visible on Aerial Imagery (C9)
☐ Shallow Aquitard (D3)
☐ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present? Yes _____ No ☒ Depth (inches): _____

Water Table Present? Yes _____ No ☒ Depth (inches): _____

Saturation Present? Yes _____ No ☒ Depth (inches): _____
(includes capillary fringe)

Wetland Hydrology Present? Yes _____ No ☒

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

Insufficient wetland hydrology indicators present.

WETLAND DETERMINATION DATA FORM – Arid West Region

Project/Site: El Cuervo South, Phase 2 City/County: S.D./S.D. Sampling Date: 2 Dec 2016
 Applicant/Owner: City of S.D., SDD-24.29 State: CA Sampling Point: 3
 Investigator(s): W. L. Sward Section, Township, Range: unsectioned, T 14S, R 3W
 Landform (hillslope, terrace, etc.): valley floor/toe of hillslope Local relief (concave, convex, none): none Slope (%): 5%
 Subregion (LRR): C: Mediterranean California Lat: 32.91155558250 Long: -117.20561977000 Datum: NAD83
 Soil Map Unit Name: TuB: Tujunga sand, 0-5% NWI classification: PEM1A

Are climatic / hydrologic conditions on the site typical for this time of year? Yes ☒ No ☐ (If no, explain in Remarks.)
 Are Vegetation ☐, Soil ☐, or Hydrology ☐ significantly disturbed? Are "Normal Circumstances" present? Yes ☒ No ☐
 Are Vegetation ☐, Soil ☐, or Hydrology ☐ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Is the Sampled Area within a Wetland? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Hydric Soil Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Wetland Hydrology Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Remarks: PEM1A: Palustrine, emergent, persistent, temporary flooded. SP is located in an upland.	

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: <u>r=30'</u>)	Absolute % Cover	Dominant Species?	Indicator Status	Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC: <u>0</u> (A) Total Number of Dominant Species Across All Strata: <u>1</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>0%</u> (A/B)	
1. _____	_____	_____	_____		
2. _____	_____	_____	_____		
3. _____	_____	_____	_____		
4. _____	_____	_____	_____		
<u>0</u> = Total Cover				Prevalence Index worksheet: Total % Cover of: _____ Multiply by: _____ OBL species _____ x 1 = _____ FACW species _____ x 2 = _____ FAC species <u>16</u> x 3 = <u>48</u> FACU species <u>7</u> x 4 = <u>28</u> UPL species <u>75</u> x 5 = <u>375</u> Column Totals: <u>98</u> (A) <u>451</u> (B) Prevalence Index = B/A = <u>4.6</u>	
Sapling/Shrub Stratum (Plot size: <u>r=15'</u>)					
1. <u>Isocoma menziesii</u>	<u>2%</u>	<u>no</u>	<u>FAC</u>		
2. _____	_____	_____	_____		
3. _____	_____	_____	_____		
<u>2%</u> = Total Cover					
Herb Stratum (Plot size: <u>r=5'</u>)				Hydrophytic Vegetation Indicators: ___ Dominance Test is >50% ___ Prevalence Index is ≤3.0 ¹ ___ Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) ___ Problematic Hydrophytic Vegetation ¹ (Explain)	
1. <u>Brassica nigra</u>	<u>70%</u>	<u>yes</u>	<u>UPL</u>		
2. <u>Distichlis spicata</u>	<u>15</u>	<u>no</u>	<u>FAC</u>		
3. <u>Lactuca serriola</u>	<u>7%</u>	<u>no</u>	<u>FACU</u>		
4. <u>Foeniculum vulgare</u>	<u>4</u>	<u>no</u>	<u>UPL</u>		
5. <u>Helminthotheca echioides</u>	<u>1</u>	<u>no</u>	<u>FAC</u>	¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.	
6. _____	_____	_____	_____		
7. _____	_____	_____	_____		
8. _____	_____	_____	_____		
<u>97</u> = Total Cover					
Woody Vine Stratum (Plot size: <u>r=10'</u>)				Hydrophytic Vegetation Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
1. _____	_____	_____	_____		
2. _____	_____	_____	_____		
<u>0</u> = Total Cover					
% Bare Ground in Herb Stratum <u>15%</u> % Cover of Biotic Crust <u>0</u>					

Remarks:

Upland vegetation present.

SOIL

Sampling Point: 3

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-1	10YR 3/2	100%					CL = Clay Loam	
1-18	10YR 3/3	100%					SiC = Silty Clay	

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. ²Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)

- ☐ Histisol (A1)
- ☐ Histic Epipedon (A2)
- ☐ Black Histic (A3)
- ☐ Hydrogen Sulfide (A4)
- ☐ Stratified Layers (A5) (LRR C)
- ☐ 1 cm Muck (A9) (LRR D)
- ☐ Depleted Below Dark Surface (A11)
- ☐ Thick Dark Surface (A12)
- ☐ Sandy Mucky Mineral (S1)
- ☐ Sandy Gleyed Matrix (S4)

- ☐ Sandy Redox (S5)
- ☐ Stripped Matrix (S6)
- ☐ Loamy Mucky Mineral (F1)
- ☐ Loamy Gleyed Matrix (F2)
- ☐ Depleted Matrix (F3)
- ☐ Redox Dark Surface (F6)
- ☐ Depleted Dark Surface (F7)
- ☐ Redox Depressions (F8)
- ☐ Vernal Pools (F9)

Indicators for Problematic Hydric Soils³:

- ☐ 1 cm Muck (A9) (LRR C)
- ☐ 2 cm Muck (A10) (LRR B)
- ☐ Reduced Vertic (F18)
- ☐ Red Parent Material (TF2)
- ☐ Other (Explain in Remarks)

³Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if present):

Type: _____

Depth (inches): _____

Hydric Soil Present? Yes _____ No ☒

Remarks:

No hydric soil indicators.

Brick fragment in soil profile indicates this is either fill or was previously disturbed.

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one required; check all that apply)

- ☐ Surface Water (A1)
- ☐ High Water Table (A2)
- ☐ Saturation (A3)
- ☐ Water Marks (B1) (Nonriverine)
- ☐ Sediment Deposits (B2) (Nonriverine)
- ☐ Drift Deposits (B3) (Nonriverine)
- ☐ Surface Soil Cracks (B6)
- ☐ Inundation Visible on Aerial Imagery (B7)
- ☐ Water-Stained Leaves (B9)

- ☐ Salt Crust (B11)
- ☐ Biotic Crust (B12)
- ☐ Aquatic Invertebrates (B13)
- ☐ Hydrogen Sulfide Odor (C1)
- ☐ Oxidized Rhizospheres along Living Roots (C3)
- ☐ Presence of Reduced Iron (C4)
- ☐ Recent Iron Reduction in Tilled Soils (C6)
- ☐ Thin Muck Surface (C7)
- ☐ Other (Explain in Remarks)

Secondary Indicators (2 or more required)

- ☐ Water Marks (B1) (Riverine)
- ☐ Sediment Deposits (B2) (Riverine)
- ☐ Drift Deposits (B3) (Riverine)
- ☐ Drainage Patterns (B10)
- ☐ Dry-Season Water Table (C2)
- ☐ Crayfish Burrows (C8)
- ☐ Saturation Visible on Aerial Imagery (C9)
- ☐ Shallow Aquitard (D3)
- ☐ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present? Yes _____ No ☒ Depth (inches): _____

Water Table Present? Yes _____ No ☒ Depth (inches): _____

Saturation Present? Yes _____ No ☒ Depth (inches): _____
(includes capillary fringe)

Wetland Hydrology Present? Yes _____ No ☒

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

No wetland hydrology indicators present.



Sample Point 1. This sample point is located in an upland supporting non-native grassland, approximately 25 feet from the adjacent riparian scrub.

G:\PROJECTS\S\SDD-ALL\SDD-24_Stormwater\29_El Cuervo del Sur Creation Site Monitoring\Reports\JD Memo\JD Photos

Representative Site Photos
JURISDICTIONAL DELINEATION MEMO
FOR EL CUERVO SOUTH, PHASE 2
Attachment B



Sample Point 2. This sample point is located in an upland supporting non-native grassland, approximately 15 feet from the adjacent riparian scrub.

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Representative Site Photos
JURISDICTIONAL DELINEATION MEMO
FOR EL CUERVO SOUTH, PHASE 2
Attachment B



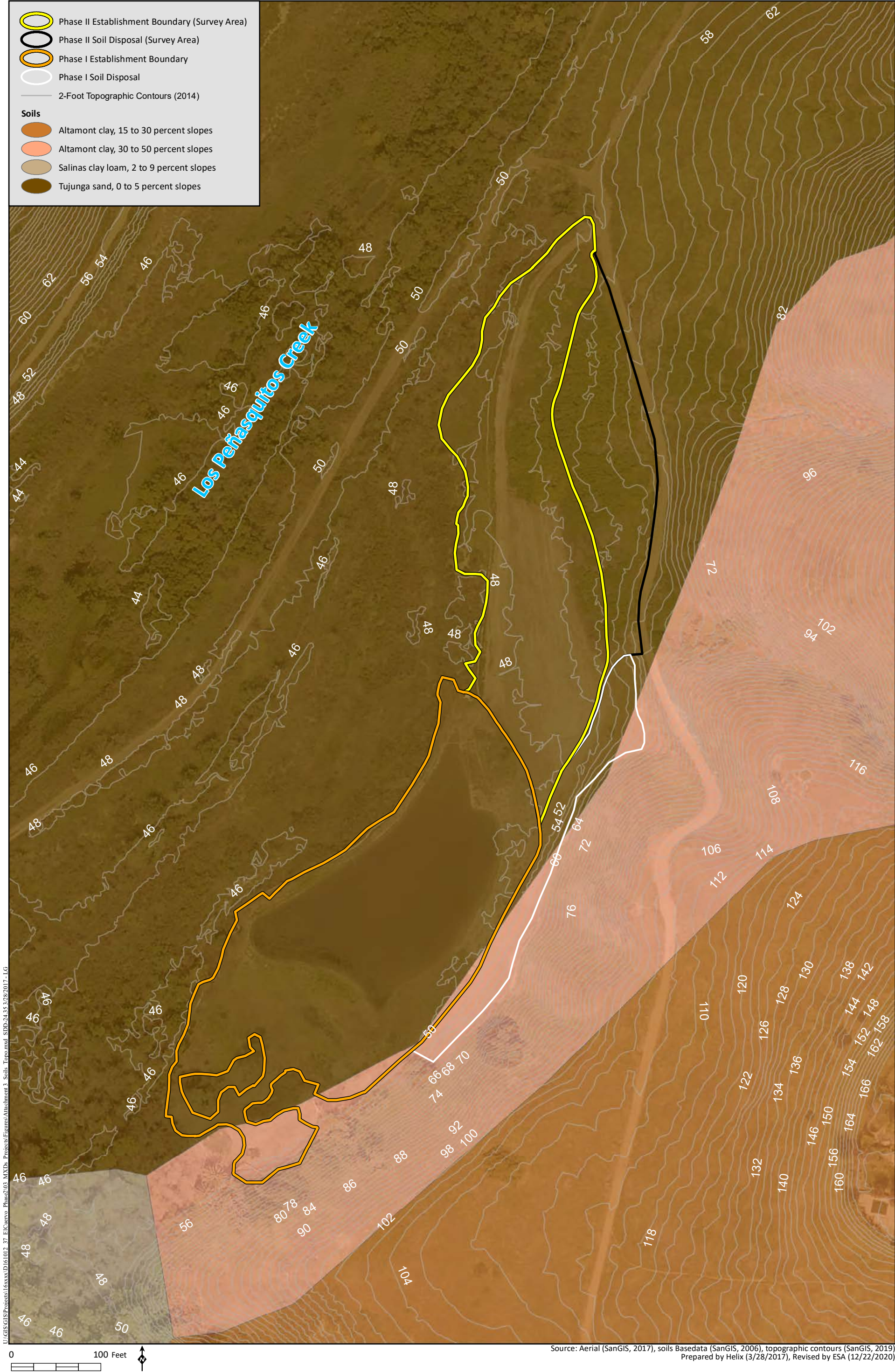
Sample Point 3. This sample point is located in an upland supporting disturbed habitat.

G:\PROJECTS\S\SDD-ALL\SDD-24_Stormwater\29_El Cuervo del Sur Creation Site Monitoring\Reports\JD Memo\JD Photos

Representative Site Photos
JURISDICTIONAL DELINEATION MEMO
FOR EL CUERVO SOUTH, PHASE 2
Attachment B

ATTACHMENT 2

Soils and Topographic Contour Map



Soils and Topographic Contours

Attachment 2

ATTACHMENT 3

Climatological Data

WETS Table

WETS Station: SAN DIEGO MIRAMAR NAS, CA													
Requested years: 1986 - 2016													
Month	Avg Max Temp	Avg Min Temp	Avg Mean Temp	Avg Precip	30% chance precip less than	30% chance precip more than	Avg number days precip 0.10 or more	Avg Snowfall					
Jan	68.4	45.0	56.7	1.97	0.66	2.29	4	0.0					
Feb	68.3	46.6	57.5	2.56	1.05	3.12	5	-					
Mar	69.1	48.7	58.9	1.58	0.63	1.91	3	-					
Apr	71.1	50.7	60.9	0.67	0.31	0.77	2	-					
May	72.9	55.0	64.0	0.25	0.06	0.23	1	-					
Jun	76.2	58.4	67.3	0.05	0.00	0.02	0	-					
Jul	80.5	62.2	71.4	0.14	0.00	0.07	0	-					
Aug	82.6	63.4	73.0	0.02	0.00	0.02	0	-					
Sep	82.0	61.4	71.7	0.20	0.04	0.16	0	-					
Oct	77.5	56.3	66.9	0.46	0.10	0.43	1	-					
Nov	73.1	49.2	61.2	0.88	0.39	1.05	2	-					
Dec	67.1	44.3	55.7	1.76	0.84	2.11	4	-					
Annual:					7.68	12.42							
Average	74.1	53.4	63.8	-	-	-	-	-					
Total	-	-	-	10.53			22	-					
GROWING SEASON DATES													
Years with missing data:	24 deg = 4	28 deg = 5	32 deg = 6										
Years with no occurrence:	24 deg = 27	28 deg = 26	32 deg = 19										
Data years used:	24 deg = 27	28 deg = 26	32 deg = 25										
Probability	24 F or higher	28 F or higher	32 F or higher										
50 percent *	No occurrence	No occurrence	No occurrence										
70 percent *	No occurrence	No occurrence	No occurrence										
* Percent chance of the growing season occurring between the Beginning and Ending dates.													
STATS TABLE - total precipitation (inches)													
Yr	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annl
1947							0.00	T	0.63	0.58	1.00	4.83	7.04
1948	T	1.46	0.83	0.08	T	0.07	T	0.00	0.00	0.87	0.04	2.51	5.86
1949	2.59	1.37	0.21				M0.00	MT	M0.06	M0.25	1.14	1.14	6.76
1950	3.00	1.08	1.64	0.36	1.18	T	0.02	T	T	T	1.31	0.19	8.78
1951	1.87	1.09	0.63	2.28	T	T	0.15	0.65	0.20	1.58	1.16	4.95	14.56
1952	5.26	1.00	5.03	1.65	T	0.06	T	T	0.05	T	1.72	2.30	17.07
1953	0.56	0.64	0.95	0.57	0.14	0.08	0.02	T	T	0.03	0.59	0.08	3.66
1954	3.62	0.87	5.40	0.11	0.07	0.01	0.17	T	T	T	0.96	0.49	11.70
1955	3.39	1.00	0.39	1.50	1.14	T	T	T	T	T	0.80	0.46	8.68
1956	2.17	0.26	0.02	1.54	0.30	T	0.00	T	0.00	0.01	0.00	M0.05	4.35

1957	6.48	0.67	0.81	1.16	1.55	0.40	T	T	T	1.63	0.63	0.97	14.30
1958	0.96	3.57	4.94	2.92	0.27	T	T	T	0.20	0.07	0.34	0.09	13.36
1959	0.66	3.69	T	0.42	T	T	T	0.04	T	0.57	0.19	1.83	7.40
1960	3.40	2.18	0.92	0.59	0.32	0.03	T	T	0.38	0.03	1.73	0.11	9.69
1961	0.85	M0.01	1.45	0.01	0.05	0.02	T	T	0.01	0.72	0.95	1.22	5.29
1962	2.88	3.48	1.48	T	0.69	0.09	T	0.00	T	0.01	0.01	0.31	8.95
1963	0.54	1.70	1.40	1.05	0.08	0.30	0.00	T	2.10	0.12	1.67	0.07	9.03
1964	1.25	0.63	2.00	1.04	0.36	0.05	0.00	T	0.36	0.05	1.13	0.71	7.58
1965	0.31	0.96	1.14	3.84	T	0.01	0.10	T	0.20	0.01	5.66	4.70	16.93
1966	1.02	1.19	0.12	T	T	0.24	0.01	T	T	0.97	1.26	4.23	9.04
1967	1.93	T	1.01	1.91	0.04	0.06	0.08	T	T	0.00	1.93	1.23	8.19
1968	0.41	0.22	1.05	0.56	0.23	0.01	0.06	0.00	T	0.03	0.50	0.73	3.80
1969	3.89	4.32	1.40	0.24	0.20	0.24	0.06	T	0.01	T	0.72	0.47	11.55
1970	0.64	2.06	0.97	0.29	0.03	T	T	0.03	0.00	0.12	1.26	1.58	6.98
1971	0.60	0.47	0.20	0.88	0.98	0.01	T	0.01	0.02	0.98	0.17	2.88	7.20
1972	0.07	0.24	T	0.02	0.30	0.76	0.00	T	0.20	0.81	3.71	1.31	7.42
1973	2.01	2.12	2.64	0.05	0.03	T	T	T	0.02	0.05	1.58	0.19	8.69
1974	4.56	0.06	1.93	0.17	0.18	0.04	0.07	0.00	T	2.11	0.61	2.14	11.87
1975	0.55	0.77	3.09	3.52	T	0.11	0.12	0.00	0.03	0.13	M0.69	0.43	9.44
1976	T	5.26	1.09	1.94	0.34	0.03	T	0.11	1.98	0.52	1.59	1.14	14.00
1977	2.27	0.13	0.94	0.05	2.60	0.03	T	1.42	T	0.38	0.01	2.40	10.23
1978	7.89	4.19	7.27	2.28	0.24	0.00	0.00	0.00	0.80	0.03	2.22	3.18	28.10
1979	5.81	1.42	4.99	0.05	0.14	0.03	0.05	0.03	0.03	0.93	0.34	0.04	13.86
1980	8.87	7.15	2.86	1.96	M0.18	0.01	T	T	0.01	0.03	0.00	0.46	21.53
1981	1.22	2.04	3.36	0.30	0.21	T	T	0.00	T	0.22	0.20	0.68	8.23
1982	3.87	1.36	5.57	0.36	0.21	0.09	T	0.01	0.68	0.15	M2.75	1.25	16.30
1983	1.70	3.82	7.70	1.96	T	T	T	0.39	0.28	0.39	3.75	1.65	21.64
1984	0.36	0.05	0.05	0.69	0.00	0.04	0.03	0.07	T	0.24	1.43	3.42	6.38
1985	0.65	0.63	0.43	0.28	0.00	T	T	T	0.25	0.11	4.92	1.44	8.71
1986	0.94	2.73	3.38	0.62	T	0.00	0.12	T	0.78	0.49	1.08	1.44	11.58
1987	2.02	0.98	1.19	0.30	0.18	T	0.10	0.03	0.40	2.63	1.27	3.10	12.20
1988	0.76	1.49	0.49	2.97	0.05	0.00	0.00	T	0.01	T	1.11	3.40	10.28
1989	0.28	0.66	0.90	T	0.09	0.01	0.00	T	0.21	0.08	0.17	0.05	2.45
1990	2.02	0.59	0.76	0.71	0.47	0.22	0.01	0.01	T	0.06	0.74	0.72	6.31

1991	0.89	1.78	4.96	0.10	T	T	0.47	T	0.35	0.23	0.10	1.64	10.52
1992	1.87	4.67	2.19	0.19	0.12	T	0.06	0.04	0.00	0.33	T	2.52	11.99
1993	6.45	3.27	1.25	T	0.04	0.67	0.08	0.00	0.02	0.18	1.26	0.55	13.77
1994	1.22	3.21	3.51	0.73	0.09	T	0.17	0.02	T	0.06	0.72	1.19	10.92
1995	7.14	1.03	5.48	1.55	0.59	0.31	0.05	0.00	T	0.05	0.22	0.76	17.18
1996	2.41	M2.60	1.92	0.74	0.02	MT	0.08	0.04	M0.13	1.82	2.18	1.26	13.20
1997	4.28	0.45	0.03	0.12	0.04	T	T	T	1.26	0.01	1.03	1.61	8.83
1998	2.58	11.81	3.54	1.72	1.25	0.13	T	T	0.12	0.06	1.16	0.73	23.10
1999													
2000	0.21	M0.76	M1.04	M0.17	MT	M0.00	M0.00	0.07	M0.05	M0.49	M0.12	T	2.91
2001	2.73	M1.72	M0.66	0.91	0.05	0.00	T	0.00	0.00	0.00	0.85	0.66	7.58
2002	0.58	0.15	0.51	0.49	T	0.00	T	T	0.13	0.05	M0.56	M1.53	4.00
2003	MT	M5.22	M0.14	M0.44	0.12	T	M0.01	0.00	M0.01	T	M0.06	0.79	6.79
2004	0.15	M1.43	0.56	M0.40	MT	MT	0.00	0.00	MT	M1.89	M0.50	M2.96	7.89
2005	M4.81	7.60	2.81	0.59	0.11	T	0.30	T	M0.10	M0.65	M0.09	0.39	17.45
2006	0.95	M1.52	M1.35	M1.44	M0.51	T	0.27	0.01	0.00	0.17	M0.05	M0.62	6.89
2007	0.49	2.62	0.30	0.72	T	0.00	0.01	0.03	0.10	0.22	2.02	1.41	7.92
2008	2.78	1.99	M0.12	0.00	0.33	0.02	0.00	T	0.01	0.03	1.40	4.92	11.60
2009	0.10	3.55	0.12	0.19	0.07	0.09	0.00	T	0.02	0.06	0.55	3.32	8.07
2010	4.84	3.31	0.47	1.79	0.02	T	0.01	0.00	0.03	M1.60	1.20	M6.69	19.96
2011	M0.48	M3.18	1.90	0.36	0.61	0.03	0.03	0.00	0.11	0.61	M3.39	0.78	11.48
2012	0.46	M1.54	1.54	1.27	0.07	0.01	T	MT	MT	0.50	0.37	1.90	7.66
2013	1.29	0.79	1.40	0.09	0.40	T	0.01	M0.11	0.38	0.60	M0.26	0.37	5.70
2014	0.09	1.59	M0.81	M0.40	T	0.00	M0.02	0.13	M0.02	T	M0.83	3.36	7.25
2015	0.37	0.64	1.07	0.15	1.69	0.02	M2.28	T	1.03	0.53	0.47	1.30	9.55
2016	6.00	0.06	M1.21	1.09	M0.59	M0.00	M0.00	M0.00	M0.36	M0.02	M1.39	M2.60	13.32
2017	M1.15	M4.16	M0.04	MT	M1.14	M0.03	M0.00	MT	M0.02	MT	M0.00	MT	6.54
2018	M1.12	M0.44	M0.10	M0.03	M0.05	M0.00	M0.00	M0.00	MT	M0.58	M1.57	M1.10	4.99
2019	M2.71	M5.63	M1.67	M0.04	M0.98	0.08	MT	M0.00	M0.06	M0.00	M2.66	M2.94	16.77
2020	M0.01	M0.28	M3.91	5.07	M0.01	M0.16	M0.00	M0.00	M0.00	M0.03	M0.54	M0.03	10.04

Notes: Data missing in any month have an "M" flag. A "T" indicates a trace of precipitation.

Data missing for all days in a month or year is blank.

Creation date: 2016-07-22

Antecedent Precipitation Tool v.1.0 - Watershed Sampling Summary

Generated on 2020-12-16

User Inputs

Coordinates	32.911201, -117.205995
Date	2016-12-02
Geographic Scope	HUC12

Intermediate Data

Hydrologic Unit Code	180703040402
Watershed Size	57.68 mi ²
# Random Sampling Points	6

Preliminary Result

Average Antecedent Precipitation Score	13.0
Preliminary Determination	Normal Conditions

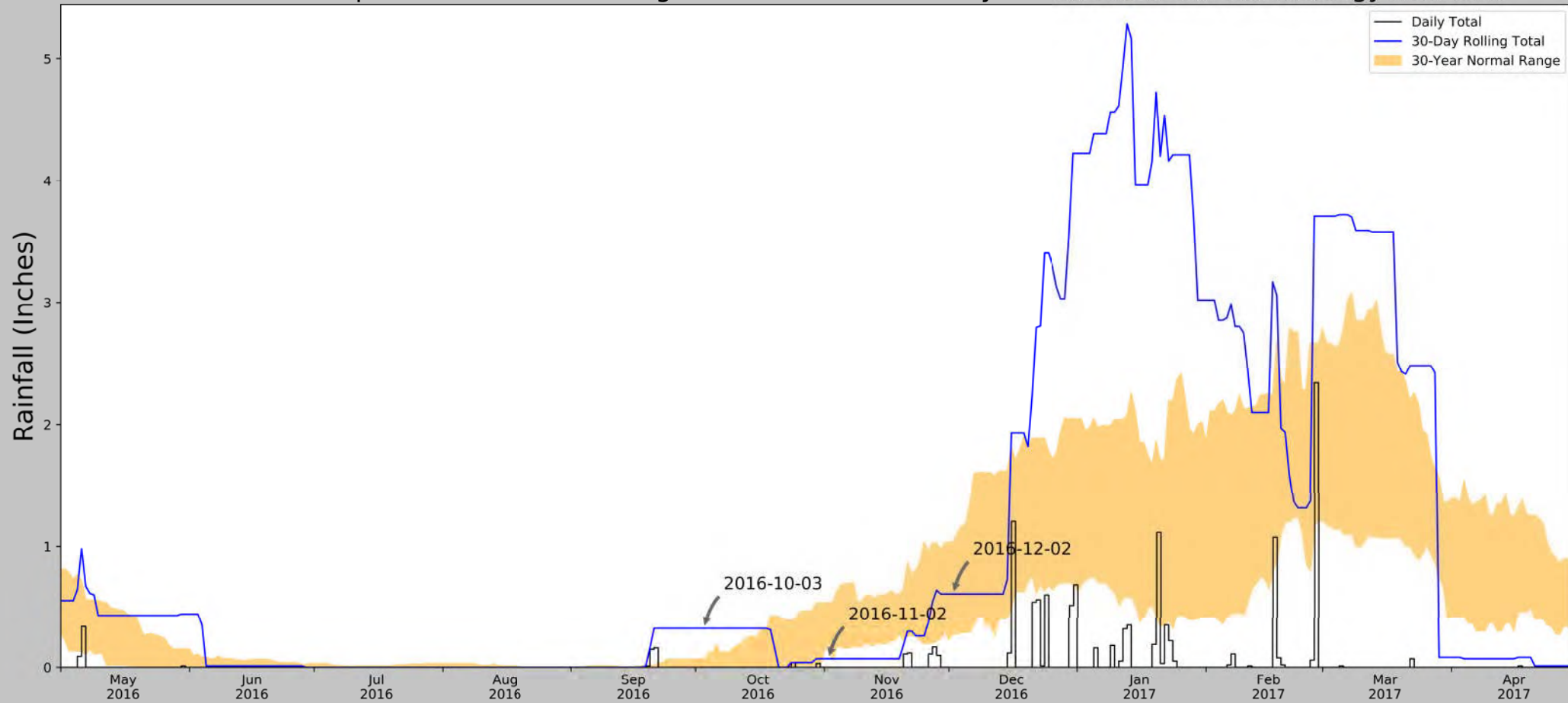


Normal Conditions

Sampling Point Breakdown

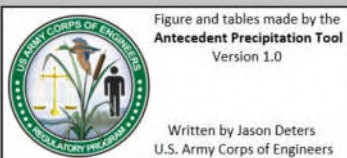
Antecedent Precipitation Score	Antecedent Precipitation Condition	WebWIMP H ₂ O Balance	Drought Index (PDSI)	# of Points
14	Normal Conditions	Wet Season	Severe drought	2
13	Normal Conditions	Wet Season	Severe drought	3
11	Normal Conditions	Wet Season	Severe drought	1

Antecedent Precipitation vs Normal Range based on NOAA's Daily Global Historical Climatology Network



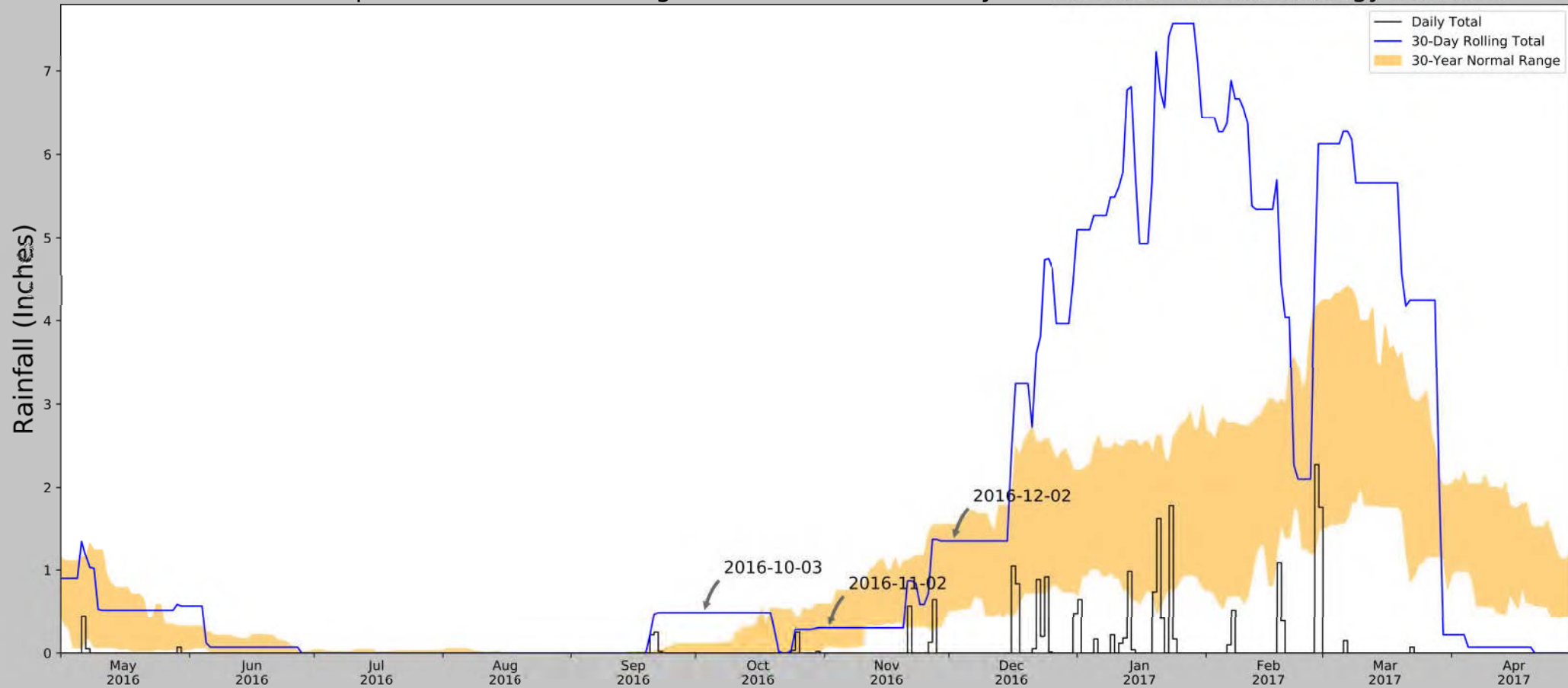
Coordinates	32.9112010996, -117.205995384
Observation Date	2016-12-02
Elevation (ft)	47.61
Drought Index (PDSI)	Severe drought
WebWIMP H ₂ O Balance	Wet Season

30 Days Ending	30 th %ile (in)	70 th %ile (in)	Observed (in)	Wetness Condition	Condition Value	Month Weight	Product
2016-12-02	0.28189	1.033465	0.606299	Normal	2	3	6
2016-11-02	0.151575	0.534646	0.070866	Dry	1	2	2
2016-10-03	0.0	0.066535	0.322835	Wet	3	1	3
Result							Normal Conditions - 11



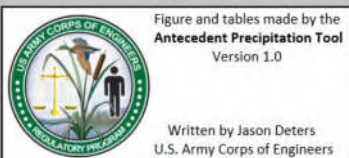
Weather Station Name	Coordinates	Elevation (ft)	Distance (mi)	Elevation Δ	Weighted Δ	Days (Normal)	Days (Antecedent)
SAN DIEGO LINDBERGH FLD	32.7336, -117.1831	15.092	12.343	32.518	5.956	11353	90

Antecedent Precipitation vs Normal Range based on NOAA's Daily Global Historical Climatology Network



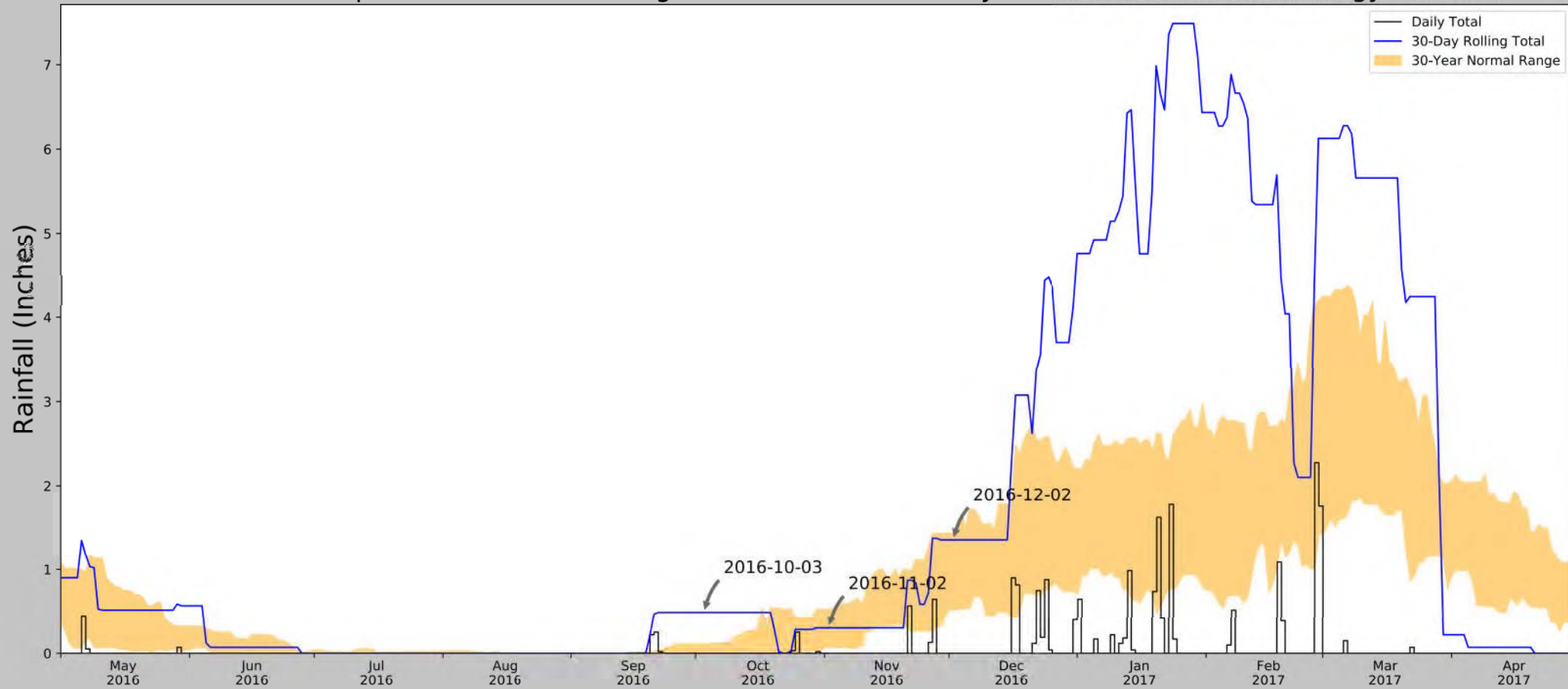
Coordinates	32.981814, -116.974252
Observation Date	2016-12-02
Elevation (ft)	47.61
Drought Index (PDSI)	Severe drought
WebWIMP H ₂ O Balance	Wet Season

30 Days Ending	30 th %ile (in)	70 th %ile (in)	Observed (in)	Wetness Condition	Condition Value	Month Weight	Product
2016-12-02	0.520472	1.54685	1.350394	Normal	2	3	6
2016-11-02	0.087402	0.596457	0.30315	Normal	2	2	4
2016-10-03	0.0	0.110236	0.492126	Wet	3	1	3
Result							Normal Conditions - 13



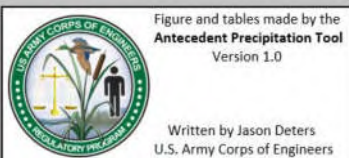
Weather Station Name	Coordinates	Elevation (ft)	Distance (mi)	Elevation Δ	Weighted Δ	Days (Normal)	Days (Antecedent)
POWAY VALLEY	33.0194, -117.0308	647.966	4.181	600.356	4.392	10397	90
POWAY 3.2NE	32.9956, -117.0044	1206.037	1.99	1158.427	3.201	10	0
SAN PASQUAL ANIMAL PK	33.0956, -116.9975	419.948	7.976	372.338	6.559	907	0
RAMONA FIRE DEPT	33.0114, -116.9081	1470.144	4.344	1422.534	8.134	8	0
RAMONA AP	33.0375, -116.9158	1393.045	5.126	1345.435	9.203	31	0

Antecedent Precipitation vs Normal Range based on NOAA's Daily Global Historical Climatology Network



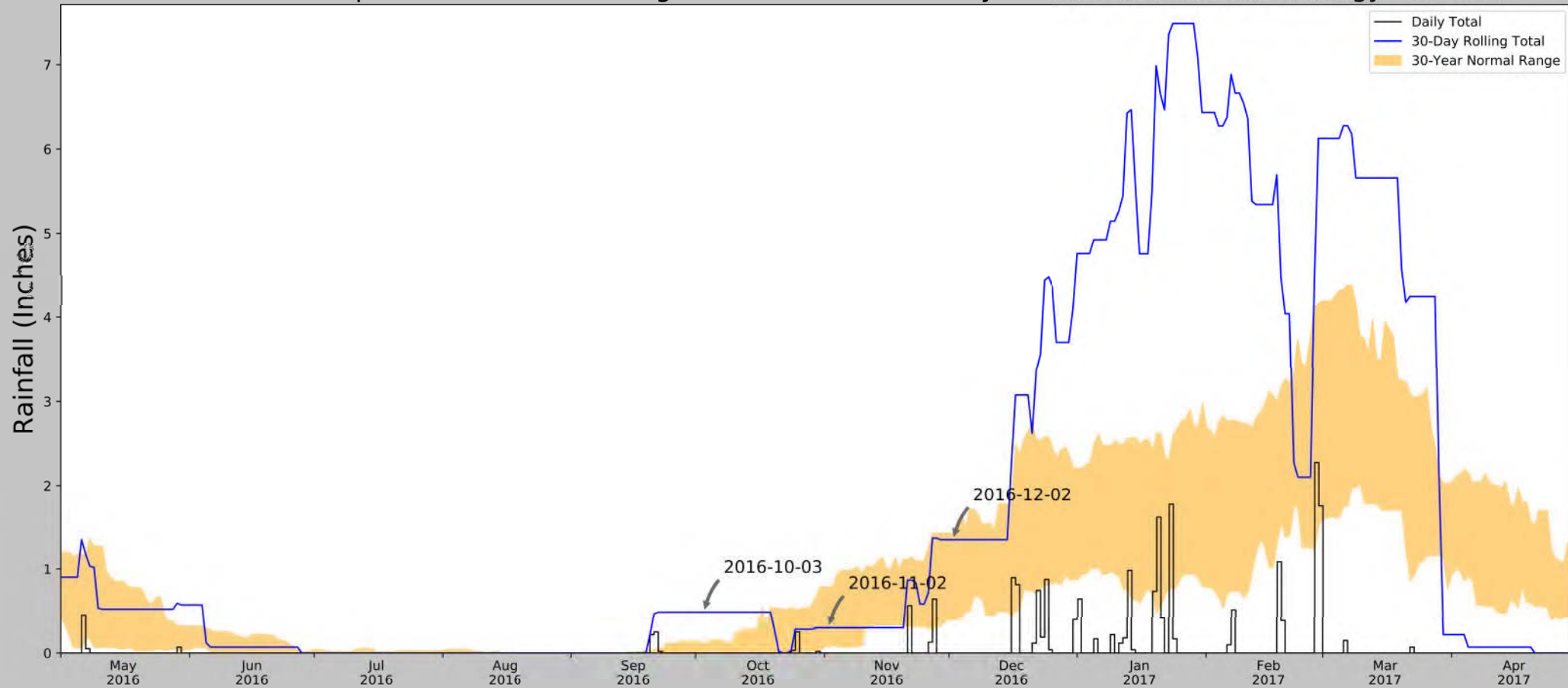
Coordinates	32.964913, -117.062753
Observation Date	2016-12-02
Elevation (ft)	491.48
Drought Index (PDSI)	Severe drought
WebWIMP H ₂ O Balance	Wet Season

30 Days Ending	30 th %ile (in)	70 th %ile (in)	Observed (in)	Wetness Condition	Condition Value	Month Weight	Product
2016-12-02	0.520472	1.42874	1.350394	Normal	2	3	6
2016-11-02	0.073622	0.529528	0.30315	Normal	2	2	4
2016-10-03	0.0	0.110236	0.492126	Wet	3	1	3
Result							Normal Conditions - 13



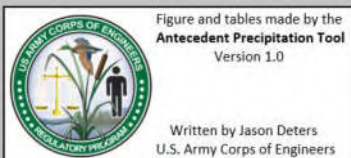
Weather Station Name	Coordinates	Elevation (ft)	Distance (mi)	Elevation Δ	Weighted Δ	Days (Normal)	Days (Antecedent)
POWAY VALLEY	33.0194, -117.0308	647.966	4.195	156.486	2.544	10397	90
POWAY 1.4SW	32.9491, -117.0588	443.898	1.116	47.582	0.555	10	0
SAN DIEGO MIRAMAR NAS	32.8667, -117.1333	477.034	7.924	14.446	3.68	725	0
SAN PASQUAL ANIMAL PK	33.0956, -116.9975	419.948	9.789	71.532	5.105	189	0
SAN DIEGO MONTGOMERY FLD	32.8158, -117.1394	416.995	11.221	74.485	5.885	32	0

Antecedent Precipitation vs Normal Range based on NOAA's Daily Global Historical Climatology Network



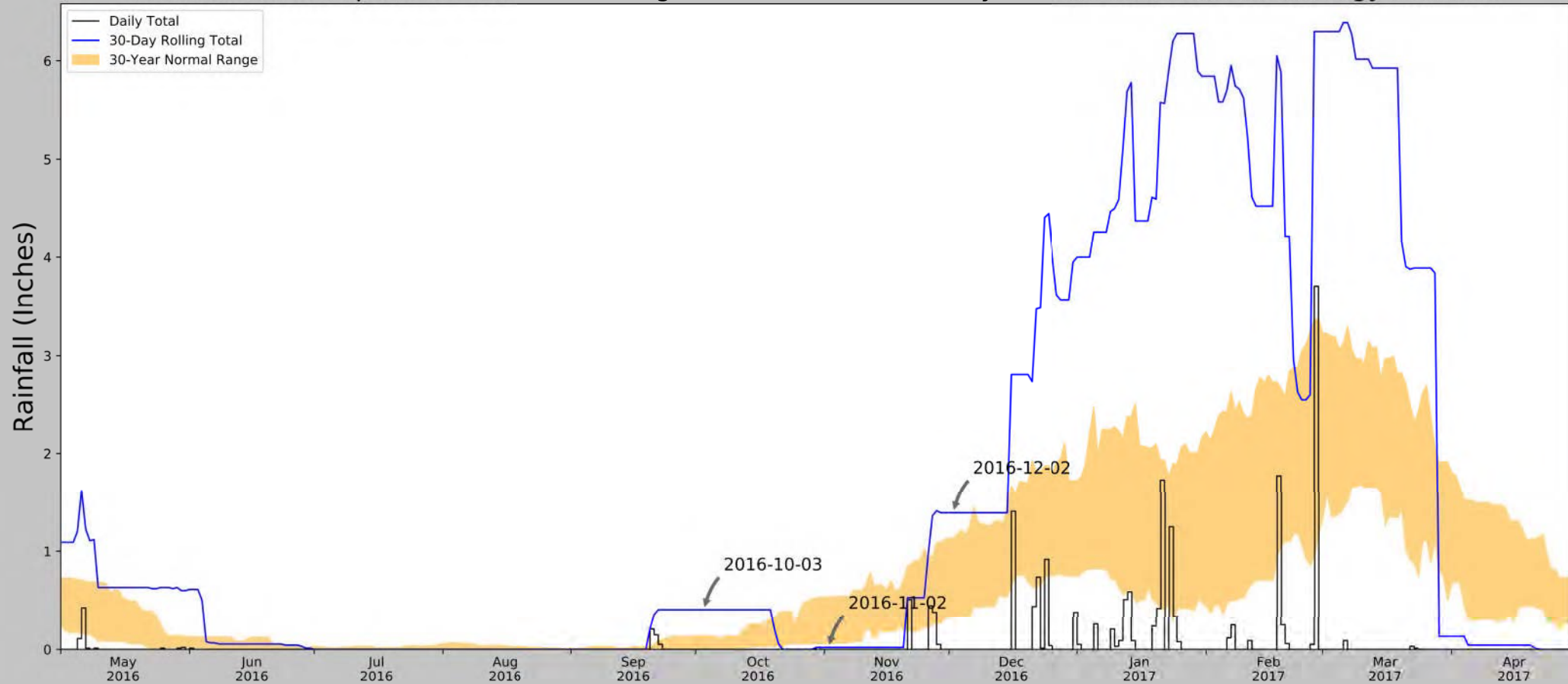
Coordinates	32.924217, -117.019241
Observation Date	2016-12-02
Elevation (ft)	950.87
Drought Index (PDSI)	Severe drought
WebWIMP H ₂ O Balance	Wet Season

30 Days Ending	30 th %ile (in)	70 th %ile (in)	Observed (in)	Wetness Condition	Condition Value	Month Weight	Product
2016-12-02	0.401575	1.42874	1.350394	Normal	2	3	6
2016-11-02	0.073622	0.79252	0.30315	Normal	2	2	4
2016-10-03	0.0	0.112598	0.492126	Wet	3	1	3
Result							Normal Conditions - 13



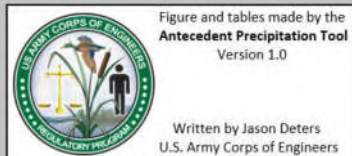
Weather Station Name	Coordinates	Elevation (ft)	Distance (mi)	Elevation Δ	Weighted Δ	Days (Normal)	Days (Antecedent)
POWAY VALLEY	33.0194, -117.0308	647.966	6.611	302.904	4.977	10397	90
POWAY 1.4SW	32.9491, -117.0588	443.898	2.867	506.972	2.744	10	0
LAKESIDE 2 E	32.8536, -116.8947	689.961	8.719	260.909	6.198	884	0
SAN DIEGO MIRAMAR NAS	32.8667, -117.1333	477.034	7.719	473.836	7.131	31	0
RAMONA AP	33.0375, -116.9158	1393.045	9.859	442.175	8.796	31	0

Antecedent Precipitation vs Normal Range based on NOAA's Daily Global Historical Climatology Network



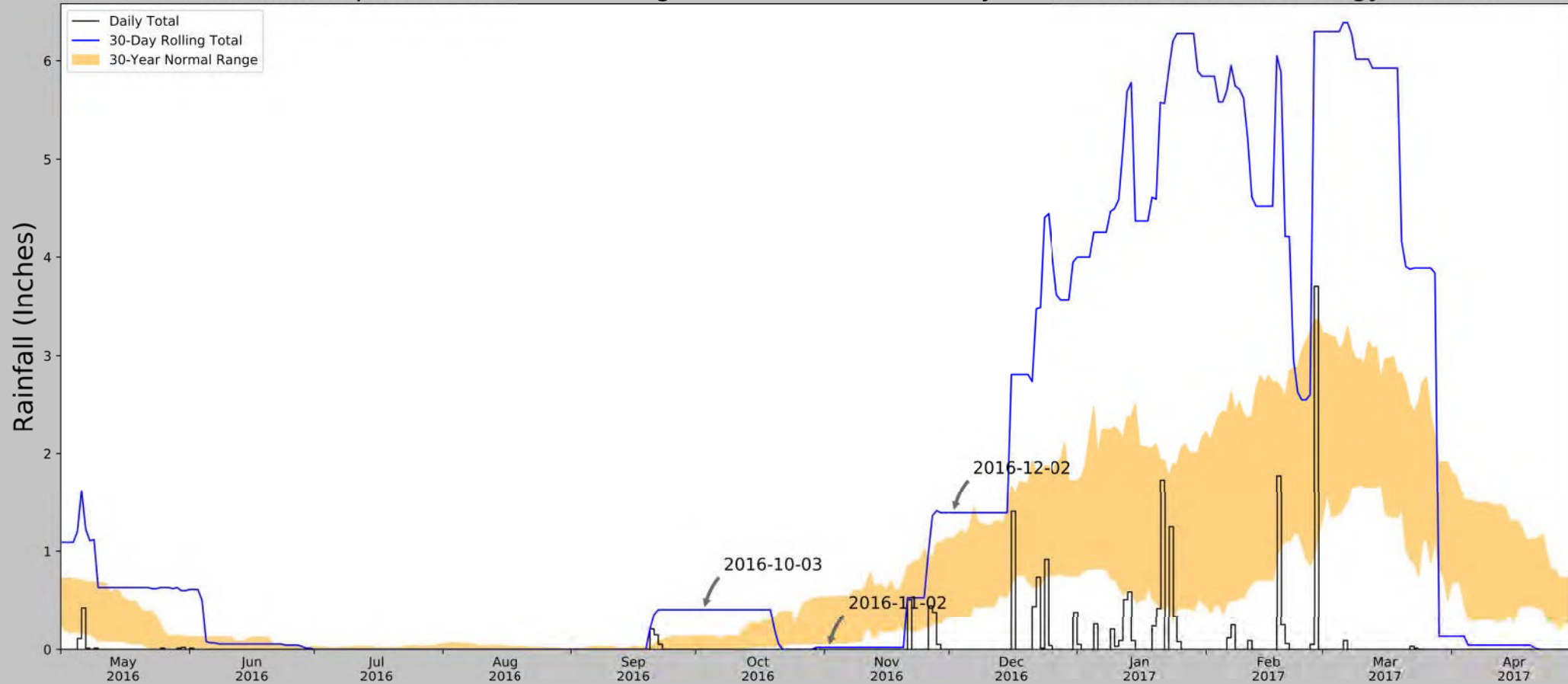
Coordinates	32.905506, -117.201471
Observation Date	2016-12-02
Elevation (ft)	245.66
Drought Index (PDSI)	Severe drought
WebWIMP H ₂ O Balance	Wet Season

30 Days Ending	30 th %ile (in)	70 th %ile (in)	Observed (in)	Wetness Condition	Condition Value	Month Weight	Product
2016-12-02	0.32874	1.129134	1.393701	Wet	3	3	9
2016-11-02	0.059055	0.537402	0.019685	Dry	1	2	2
2016-10-03	0.0	0.135827	0.409449	Wet	3	1	3
Result							Normal Conditions - 14



Weather Station Name	Coordinates	Elevation (ft)	Distance (mi)	Elevation Δ	Weighted Δ	Days (Normal)	Days (Antecedent)
SAN DIEGO MIRAMAR NAS	32.8667, -117.1333	477.034	4.778	231.374	3.256	9781	74
SAN DIEGO 7.6 NNW	32.9162, -117.188	382.874	1.075	137.214	0.631	1	0
SAN DIEGO 13.9N	32.9173, -117.1626	405.84	2.397	160.18	1.463	20	16
LA JOLLA 2.2 NE	32.8705, -117.2477	371.063	3.612	125.403	2.078	11	0
SAN DIEGO MONTGOMERY FLD	32.8158, -117.1394	416.995	7.169	171.335	4.454	1537	0
SAN DIEGO LINDBERGH FLD	32.7336, -117.1831	15.092	11.925	230.568	8.116	3	0

Antecedent Precipitation vs Normal Range based on NOAA's Daily Global Historical Climatology Network



Coordinates	32.925546, -117.116931
Observation Date	2016-12-02
Elevation (ft)	477.42
Drought Index (PDSI)	Severe drought
WebWIMP H ₂ O Balance	Wet Season

30 Days Ending	30 th %ile (in)	70 th %ile (in)	Observed (in)	Wetness Condition	Condition Value	Month Weight	Product
2016-12-02	0.32874	1.129134	1.393701	Wet	3	3	9
2016-11-02	0.059055	0.537402	0.019685	Dry	1	2	2
2016-10-03	0.0	0.135827	0.409449	Wet	3	1	3
Result							Normal Conditions - 14



Figure and tables made by the
Antecedent Precipitation Tool
Version 1.0

Written by Jason Deters
U.S. Army Corps of Engineers

Weather Station Name	Coordinates	Elevation (ft)	Distance (mi)	Elevation Δ	Weighted Δ	Days (Normal)	Days (Antecedent)
SAN DIEGO MIRAMAR NAS	32.8667, -117.1333	477.034	4.175	0.386	1.88	9781	74
SAN DIEGO 13.9N	32.9173, -117.1626	405.84	2.709	71.58	1.413	20	16
POWAY 1.4SW	32.9491, -117.0588	443.898	3.743	33.522	1.81	11	0
RANCHO BERNARDO 0.5SE	33.0184, -117.0666	482.94	7.048	5.52	3.211	1	0
SAN DIEGO MONTGOMERY FLD	32.8158, -117.1394	416.995	7.694	60.425	3.927	1537	0
POWAY VALLEY	33.0194, -117.0308	647.966	8.184	170.546	5.079	3	0

Appendix C

2017 Least Bell's Vireo (*Vireo bellii pusillis*) Survey Report for the El Cuervo del Sur Phase II Proposed Habitat Mitigation Site

August 11, 2017

SDD-24.35

Ms. Stacey Love
U.S. Fish and Wildlife Service
2177 Salk Ave., Suite 250
Carlsbad, CA 92008

Subject: 2017 Least Bell's Vireo (*Vireo bellii pusillus*) Survey Report for the El Cuervo Del Sur Phase II
Proposed Habitat Mitigation Site

Dear Ms. Love:

This letter presents the results of a U.S. Fish and Wildlife Service (USFWS) protocol presence/absence survey for the least Bell's vireo (*Vireo bellii pusillus*; LBVI) conducted by HELIX Environmental Planning, Inc. (HELIX) for the El Cuervo Del Sur, Phase II Proposed Habitat Mitigation Site (site). This letter describes the survey methods and results and is being submitted to the USFWS in accordance with protocol survey guidelines.

PROJECT LOCATION

The 1.48-acre proposed mitigation site is located in the western portion of Los Peñasquitos Canyon, north of Sorrento Valley Boulevard and east of Vista Sorrento Parkway and Interstate 5 (Figure 1) in the City of San Diego (City), California. The site is wholly located on City land (Accessor Parcel Number 3100510600) within the Los Peñasquitos Canyon Preserve. The proposed mitigation site lies within Township 14 South, Range 3 West, unsectioned portion of Los Peñasquitos Land Grant, on the U.S. Geological Survey (USGS) 7.5' Del Mar quadrangle (Figure 2). An aerial of the site is shown in Figure 3.

METHODS

The survey consisted of eight site visits conducted by qualified HELIX biologists Summer Schlageter, Laura Moreton, and Sally Trnka between April 14 and June 25, 2017 (Table 1), in accordance with the current USFWS survey protocol (2001). The surveys were conducted by walking along the edges of, as well as within, potential LBVI habitat in the survey area while listening for LBVI and viewing birds with the aid of binoculars. The survey route was arranged to ensure complete survey coverage of habitat with potential for occupancy by LBVI. The survey area consisted of suitable LBVI habitat (southern riparian forest, riparian scrub, and riparian scrub - revegetated) within 300 feet of the proposed mitigation site, which all occurs along Los Peñasquitos Creek. Freshwater marsh also occurred as areas between the scrub and forest habitat and was included in the survey acreage. A total of 7.5 acres of suitable habitat occurred within the 24.7-acre survey area.

Table 1
SURVEY INFORMATION

Site Visit	Survey Date	Biologist(s)	Start/Stop Time	Approx. Acres Surveyed/Acres per Hour	Stop/Stop Weather Conditions	Survey Results	
						Least Bell's Vireo	Brown-headed Cowbird*
1	4/14/17	Summer Schlageter	0725/0915	7.5 ac/ 4.1 ac per hr	57°F, wind 1-4 mph, 20% clouds 61°F, wind 1-2 mph, 40% clouds	One single, unbanded male observed foraging and singing west of the proposed mitigation site (later determined to be Pair No. 1). A second male vireo was heard singing southwest of the proposed mitigation site, just outside the survey area (Male No. 1).	3
2	4/25/17	Summer Schlageter	0750/0915	7.5 ac/ 5.3 ac per hr	62°F, wind 1-3 mph, 70% clouds 64°F, wind 1-2 mph, 80% clouds	One single, unbanded male observed foraging and singing in the same location as survey No. 1 (later determined to be Pair No. 1).	4
3	5/5/17	Summer Schlageter	0735/0925	7.5 ac/ 4.1 ac per hr	63°F, wind 0-2 mph, 100% clouds 72°F, wind 0-1 mph, 100% clouds	One single, unbanded male observed foraging and singing in the same location as survey No. 1 (later determined to be Pair No. 1).	0
4	5/16/17	Summer Schlageter	0730/0915	7.5 ac/ 4.3 ac per hr	59°F, wind 2-4 mph, 90% clouds 67°F, wind 1-2 mph, 80% clouds	One single, unbanded male observed foraging and singing in the same location as survey No. 1 (later determined to be Pair No. 1).	3

**Table 1 (cont.)
SURVEY INFORMATION**

Site Visit	Survey Date	Biologist(s)	Start/Stop Time	Approx. Acres Surveyed/Acres per Hour	Stop/Stop Weather Conditions	Survey Results	
						Least Bell's Vireo	Brown-headed Cowbird*
5	5/25/17	Laura Moreton	0730/0850	7.5 ac/ 5.6 ac per hr	60°F, wind 1-2 mph, 100% clouds 61°F, wind 0-1 mph, 100% clouds	One single, unbanded male observed foraging and singing in the same location as survey No. 1 (later determined to be Pair No. 1).	1
6	6/9/17	Summer Schlageter	0750/0930	7.5 ac/ 4.5 ac per hr	61°F, wind 0-1 mph, 100% clouds 63°F, wind 0-1mph, 100% clouds	Pair No. 1 observed with one fledgling foraging and singing west of the proposed mitigation site. One adult observed feeding fledgling.	3
7	6/15/17	Summer Schlageter	0735/0900	7.5 ac/ 5.3 ac per hr	65°F, wind 0-1 mph, 0% clouds 67°F, wind 2-4 mph, 0% clouds	One adult (Pair No. 1) with one fledgling observed foraging and singing west of the proposed mitigation site. Observed feeding fledgling.	1
8	6/25/17	Sally Trnka	0900/1045	7.5 ac/ 4.3 ac per hr	73°F, wind 0-5 mph, 0% clouds 77°F, wind 0-7 mph, 0% clouds	One single, unbanded male observed foraging and singing in location where Pair No. 1 was previously observed. A second male vireo was heard singing northwest of the proposed mitigation site (Male No. 2).	0

*Number of brown-headed cowbird (*Molothrus ater*) detected during survey

SURVEY RESULTS

Five LBVI individuals were observed or detected at three separate locations adjacent to the proposed mitigation site during the 2017 surveys (Figure 4).

A LBVI pair was observed west of the proposed site and was observed with one juvenile during surveys 6 and 7 (Pair No. 1; Figure 4). During surveys 1 through 5, only the male was detected and was heard calling from multiple perches within the drainage. During survey 6, the pair was observed with a juvenile and one adult was observed feeding the juvenile. During survey 7, one of the adults from this pair was observed feeding the begging juvenile but the second adult was not detected. During survey 8, only one adult was detected at this location.

A single, unbanded male was observed during the first survey visit on April 14, 2017, to the southwest of the proposed mitigation site, just outside of the 300-foot buffer (Male No. 1; Figure 4). The unpaired male was observed foraging and singing from multiple perches within the drainage. The LBVI was not detected during any subsequent surveys.

A single, unbanded male LBVI was detected northwest of the proposed mitigation site during the eighth survey (Male No. 2; Figure 4). The unpaired male was heard singing from multiple perches. No other adult or juvenile LBVI were detected in association with Male No. 2.

The brown-headed cowbird (*Molothrus ater*; BHCO), a nest parasite of the LBVI, was detected in six separate locations during the surveys (Figure 4). The BHCO was observed during six of the eight surveys (Table 1). Observations of BHCO included singing males and females.

CERTIFICATION

I certify that the information in this survey report and attached exhibits fully and accurately represent my work. Please contact me at (619) 462-1515 should you have any questions.

Sincerely,



Summer Schlageter
Biologist

Attachments:

Figure 1: Regional Location

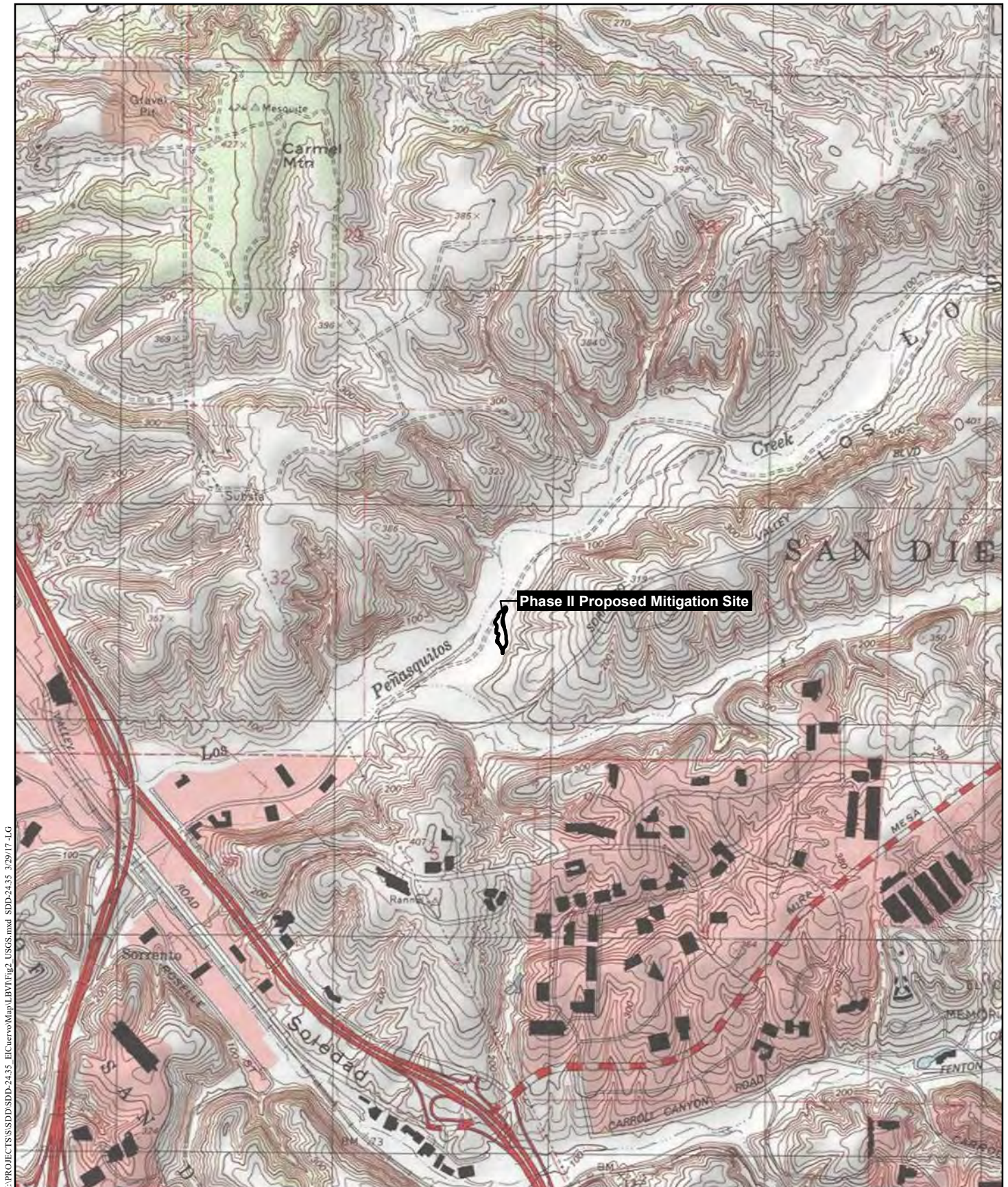
Figure 2: Phase II Proposed Mitigation Site Vicinity (USGS Topography)

Figure 3: Phase II Proposed Mitigation Site Vicinity (Aerial)

Figure 4: 2017 Least Bell's Vireo Survey Results

REFERENCES

U.S. Fish and Wildlife Service (USFWS). 2001. Least Bell's Vireo Survey Guidelines. January 19.



Phase II Proposed Mitigation Site Vicinity (USGS Topography)

EL CUERVO DEL SUR PHASE II



I:\PROJECTS\SDD\SDD-2435 - El Cuervo Map\LBVI\Fig3 Aerial.mxd SDD-2435 3/29/17 LG

Phase II Proposed Mitigation Site Vicinity (Aerial)

EL CUERVO DEL SUR PHASE II

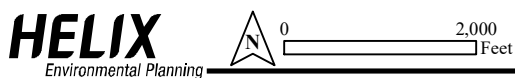
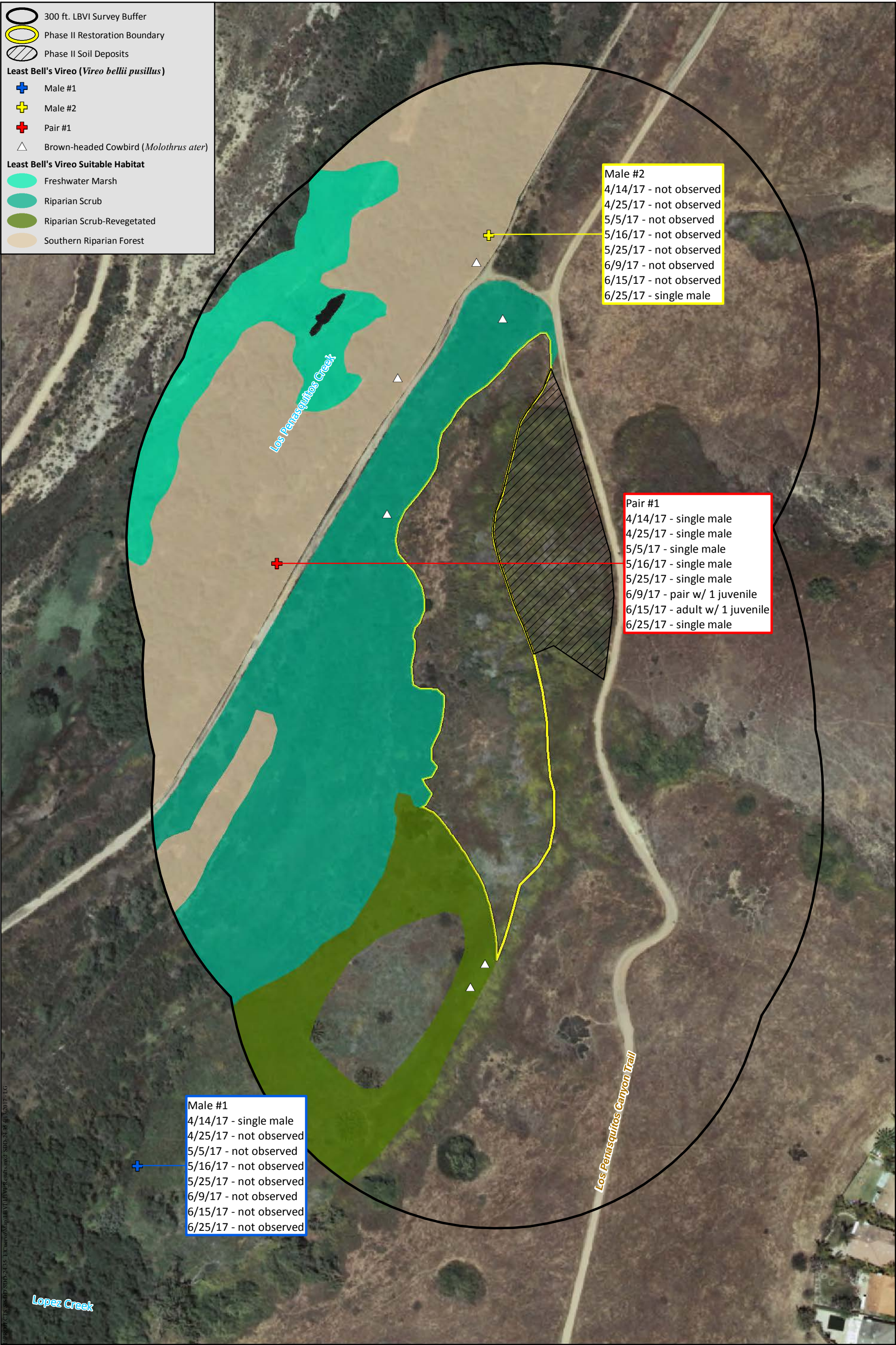


Figure 3



2017 Least Bell's Vireo Survey Results

EL CUERVO DEL SUR PHASE II

Appendix D

2017 Light-Footed Ridgway's Rail Survey Report for the El Cuervo del Sur Phase II Proposed Habitat Mitigation Site

August 17, 2017

SDD-24.35

Ms. Stacey Love
U.S. Fish and Wildlife Service
2177 Salk Ave., Suite 250
Carlsbad, CA 92008

Subject: 2017 Light-Footed Ridgway's Rail Survey Report for the El Cuervo del Sur Phase II Proposed Habitat Mitigation Site

Dear Ms. Love:

This letter report presents the results of a focused survey for the light-footed Ridgway's rail (*Rallus obsoletus levipes*; LFRR; formerly light-footed clapper rail, *Rallus longirostris levipes*), for the El Cuervo del Sur Phase II Proposed Habitat Mitigation Site (site) located in Los Peñasquitos Canyon within the City of San Diego, in north-coastal San Diego County, California (Figure 1). The LFRR is listed as an endangered species by the U.S. Fish and Wildlife Service (USFWS) and the California Department of Fish and Wildlife (CDFW). This coastal southern California subspecies is one of three subspecies of federally endangered *R. obsoletus*, which was formerly *R. longirostris* but recently has been taxonomically reclassified by the American Ornithologists' Union because of genetic studies (Chesser et al. 2014).

Surveys for the LFRR were conducted by wildlife biologist John Konecny. The surveys were conducted in accordance with the recommendations provided to the USFWS by the Clapper Rail Study Team (2009). This activity is authorized by John Konecny's USFWS Section 10(a)(1)(A) permit number TE-837308-6, and a CDFW Memorandum of Understanding.

BACKGROUND

The LFRR is a slender, tawny-breasted bird with grayish edges on brown centered back feathers, olive wing coverts, vertical white bars on the flanks, a white stripe over the eye, and a partially orange bill. The LFRR occurred historically along the coast of southern California from Carpinteria Marsh in Santa Barbara County south to San Quintín, Baja California, Mexico (Grinnell and Miller 1944, U.S. Fish and Wildlife Service [USFWS] 1994).

The LFRR is a permanent resident of coastal salt marsh traversed by tidal sloughs, usually characterized by cordgrass (*Spartina foliosa*) and pickleweed (*Salicornia* spp.) (Grinnell and Miller 1944, USFWS 1994). The LFRRs have also nested in freshwater marsh characterized by cattails (*Typha* sp.) and bulrush

(*Scirpus* sp.) at Buena Vista, Agua Hedionda, Batiquitos, San Elijo, and San Dieguito Lagoons in San Diego County (Zembal et al. 2016); and in spiny rush (*Juncus acutus*) at Naval Air Station (NAS) Point Mugu.

Populations of LFRRs have undergone decline in the United States due to the rail's limited distribution and destruction and degradation of coastal salt marsh habitat. The statewide LFRR population in 2016 was reported to be 654 pairs in 18 marshes (Zembal et al. 2016), which represents the highest count since the statewide census began in 1980. The 2016 total is 21 pairs greater than the 2015 count of 633 pairs. Fifty percent of these pairs were found in two coastal salt marsh complexes at Upper Newport Bay and the Tijuana Marsh National Wildlife Refuge (NWR). Five other marshes—NAS Point Mugu, Batiquitos Lagoon, San Elijo Lagoon, Seal Beach NWR, and Kendall-Frost Marsh in Mission Bay—had between 16 and 70 pairs each, representing an additional 45 percent of the state total. The remaining 11 marshes had between one and 14 pairs, representing five percent of the state population.

Zembal and Massey (1986) have shown that paired LFRR can be detected “clapping” throughout the year, but have a bimodal peak in vocalizing during mid-February to mid-April and again in September through October. The initial peak in “clapping” vocalizing corresponds to the onset of breeding season and the second peak is thought to function in pair formation in the fall (Zembal and Massey 1986). In contrast to “clapping”, single male and female “kekking” is highly seasonal, almost exclusively occurring between February and June.

PROJECT LOCATION

The 1.48-acre proposed mitigation site is located in the western portion of Los Peñasquitos Canyon, north of Sorrento Valley Boulevard and east of Vista Sorrento Parkway and Interstate 5 (Figure 1) in the City of San Diego (City), California. The site is wholly located on City land (Accessor Parcel Number 3100510600) within the Los Peñasquitos Canyon Preserve. The proposed mitigation site lies within Township 14 South, Range 3 West, unsectioned portion of Los Peñasquitos Land Grant, on the U.S. Geological Survey (USGS) 7.5' Del Mar quadrangle (Figure 2). The site is located just upstream of the confluence of Los Peñasquitos Creek and Lopez Creek, and west and north of the Los Peñasquitos Canyon Trail (Figures 3 and 4).

PROJECT SITE DESCRIPTION

The proposed mitigation site currently consists of upland habitat made up mainly of non-native grassland and disturbed habitat dominated by mustard (*Brassica* sp.). Within the survey area, the existing Phase I mitigation site to the west contains a large area of open standing water with a thin band of emergent freshwater marsh. The south and eastern borders of the site transition into a hillside of non-native grassland. To the north of the site, the LFRR survey area contains existing native and restored riparian vegetation dominated by willow trees (*Salix* spp.), California sycamore (*Platanus racemosa*), and mule fat (*Baccharis salicifolia*). Patches of cattail and bulrush are embedded throughout the riparian woodland. The elevation of the survey area is approximately zero to 56 feet (17 meters) above mean sea level.

METHODS

Six focused LFRR surveys were conducted at least five days apart between March 27 and May 4, 2017. Dawn surveys were conducted on April 4, 11, 27, and May 4. Dusk surveys were conducted on March 27

and April 19. The survey area consisted of 2.3 acres of suitable LFRR habitat (freshwater marsh and revegetated riparian scrub) within 300 feet of the proposed mitigation site (Figure 4). The freshwater marsh occurs along Los Peñasquitos Creek and the revegetated riparian scrub occurs as part of the mitigation being implemented for the El Cuero del Sur Phase I mitigation site. Each survey lasted approximately two hours. The surveys were conducted in accordance with the recommendations provided to the USFWS by the Clapper Rail Study Team (2009). A summary of the environmental conditions on the six survey dates is provided in Table 1.

Table 1
SURVEY INFORMATION

Site Visit	Survey Date	Biologist(s)	Start/Stop Time	Approx. Acres Surveyed/Acres per Hour	Stop/Stop Weather Conditions
1	3/27/17	John Konecny	1625/1820	2.3 ac/ 1.2 ac per hr	72°F, wind 1-3 mph, 50% clouds 69°F, wind 1-3 mph, 50% clouds
2	4/4/17	John Konecny	0630/0830	2.3 ac/ 1.1 ac per hr	57°F, wind 1-3 mph, 75% clouds 58°F, wind 1-3 mph, 85% clouds
3	4/11/17	John Konecny	0620/0820	2.3 ac/ 1.1 ac per hr	52°F, wind 1-3 mph, 75% clouds 55°F, wind 1-3 mph, 75% clouds
4	4/19/17	John Konecny	1615/1850	2.3 ac/ 0.9 ac per hr	70°F, wind 1-3 mph, 100% clouds 65°F, wind 1-3 mph, 100% clouds
5	4/27/17	John Konecny	0620/0855	2.3 ac/ 0.9 ac per hr	63°F, wind 1-3 mph, 100% clouds 64°F, wind 1-3 mph, 100% clouds
6	5/4/17	John Konecny	0615/0855	2.3 ac/ 0.9 ac per hr	63°F, wind 5-7 mph, 50% clouds 67°F, wind 5-7 mph, 50% clouds

SURVEY RESULTS

No LFRRs were detected in the LFRR survey area during the 2017 surveys summarized herein.

Described as “formerly common in all coastal marshes” by Grinnell and Miller (1944), the LFRR has never been a common bird species in Los Peñasquitos marsh or Creek. Since the LFRR range-wide survey was initiated in 1980, only a few pairs were detected in Los Peñasquitos Lagoon marsh. There was an increase to twelve pairs in 2011 (Zembal et al. 2016), which included the discovery of five pairs east of Interstate 805 in Los Peñasquitos Creek within some newly created wetland mitigation sites. The closest of these observations was approximately 0.4 mile (672 meters) downstream of the current proposed mitigation site location. The number of rail pairs declined when the freshwater marsh was converted to a climax riparian woodland/forest community for the endangered least Bell’s vireo (*Vireo bellii pusillus*). In 2016, the Los Peñasquitos population of LFRR dramatically increased to 21 pairs, most of which are located in the lagoon proper.

The LFRR will likely continue to inhabit the freshwater marsh at Los Peñasquitos Lagoon, however the numbers may continue to fluctuate. The recent drought in southern California may have caused the decrease in 2012-2015, or it could have been caused by more predation or a food issue. Because of the proposed mitigation site’s relative proximity to the lagoon, any freshwater marsh created in the

mitigation site may function as refugia for dispersing LFRRs or potential breeding habitat while any created willow woodland and forest habitat would not likely support the LFRR.

CERTIFICATION

I certify that the information in this survey report and attached exhibits fully and accurately represent my work. Please contact Shelby Howard or me at (619) 462-1515 should you have any questions.

Sincerely,



John Konecny
Biologist

Attachments:

Figure 1: Regional Location

Figure 2: Phase II Proposed Mitigation Site Vicinity (USGS Topography)

Figure 3: Phase II Proposed Mitigation Site Vicinity (Aerial)

Figure 4: 2017 Light-Footed Ridgway's Rail Survey Area

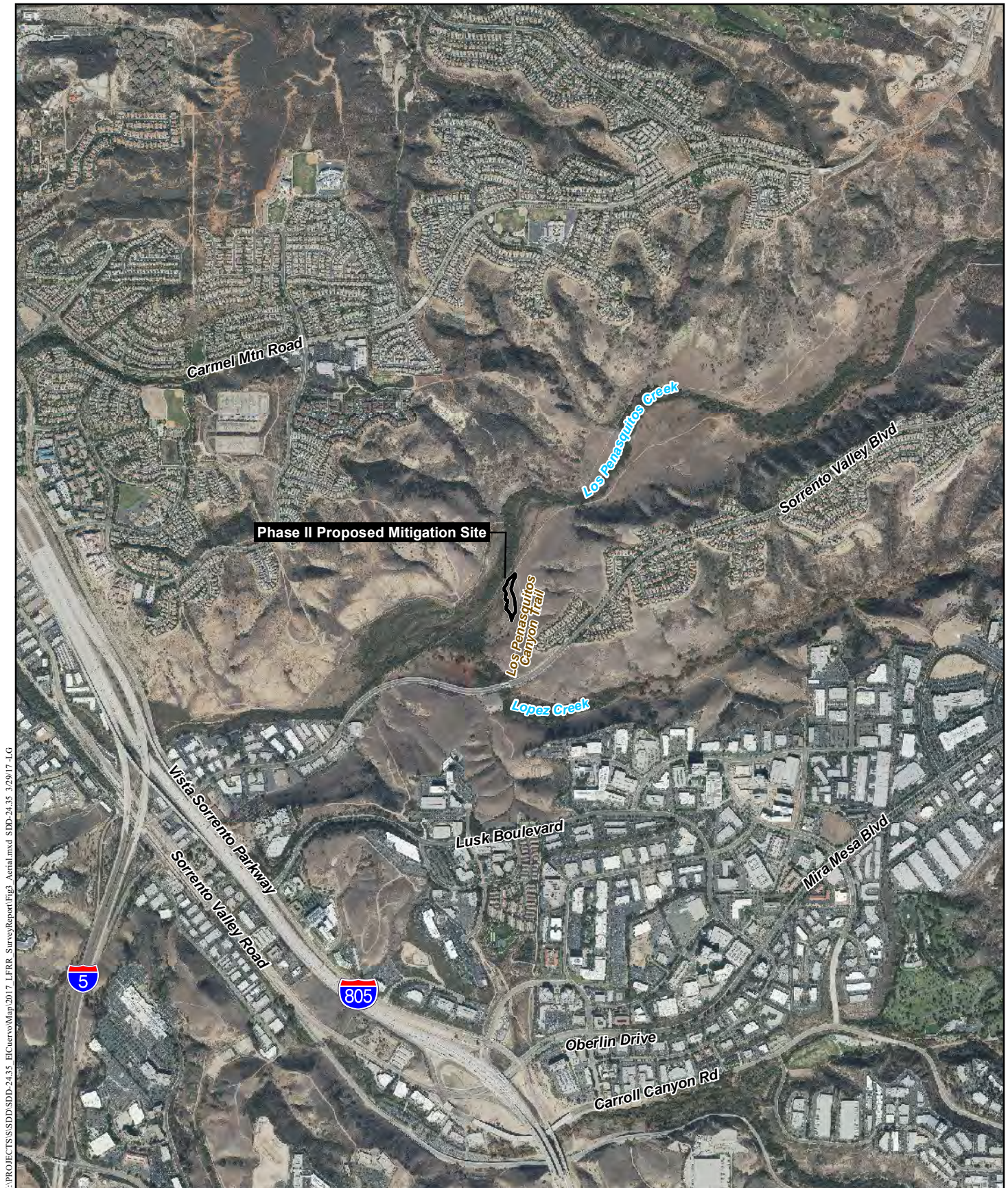
REFERENCES

- Chesser R.T., Richard C. Banks, Carla Cicero, Jon L. Dunn, Andrew W. Kratter, Irby J. Lovette, Adolfo G. Navarro-Sigüenza, Pamela C. Rasmussen, J. V. Remsen, Jr., James D. Rising, Douglas F. Stotz, and Kevin Winker (2014) Fifty-Fifth Supplement to the American Ornithologists' Union *Check-list of North American Birds*. The Auk: October 2014, Vol. 131, No. 4, pp. CSi-CSxv.
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- Grinnell, J., and A.H. Miller. 1944. The Distribution of the Birds of California. Cooper Ornithological Club. Berkeley, California.
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- Zembal, R., S. Hoffman, and J. Konecny. 2016. Status and Distribution of the Light-footed Ridgway's Rail in California, 2016 Season. Report to California Department of Fish and Wildlife, for the Clapper Rail Recovery Fund. 20pp.
- Zembal, R. and B. W. Massey. 1986. Seasonality of Vocalizations by Light-footed Clapper Rails. J. Field Ornithol., 58(1):41-48.



Phase II Proposed Mitigation Site Vicinity (USGS Topography)

EL CUERVO DEL SUR PHASE II



I:\PROJECTS\SDD\SDD-2435 - El Cuervo Map 2017_LFRS_SurveyReport\Fig3_Aerial.mxd SDD-2435 3/29/17 -LG

Phase II Proposed Mitigation Site Vicinity (Aerial)

EL CUERVO DEL SUR PHASE II

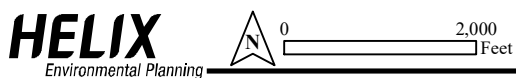
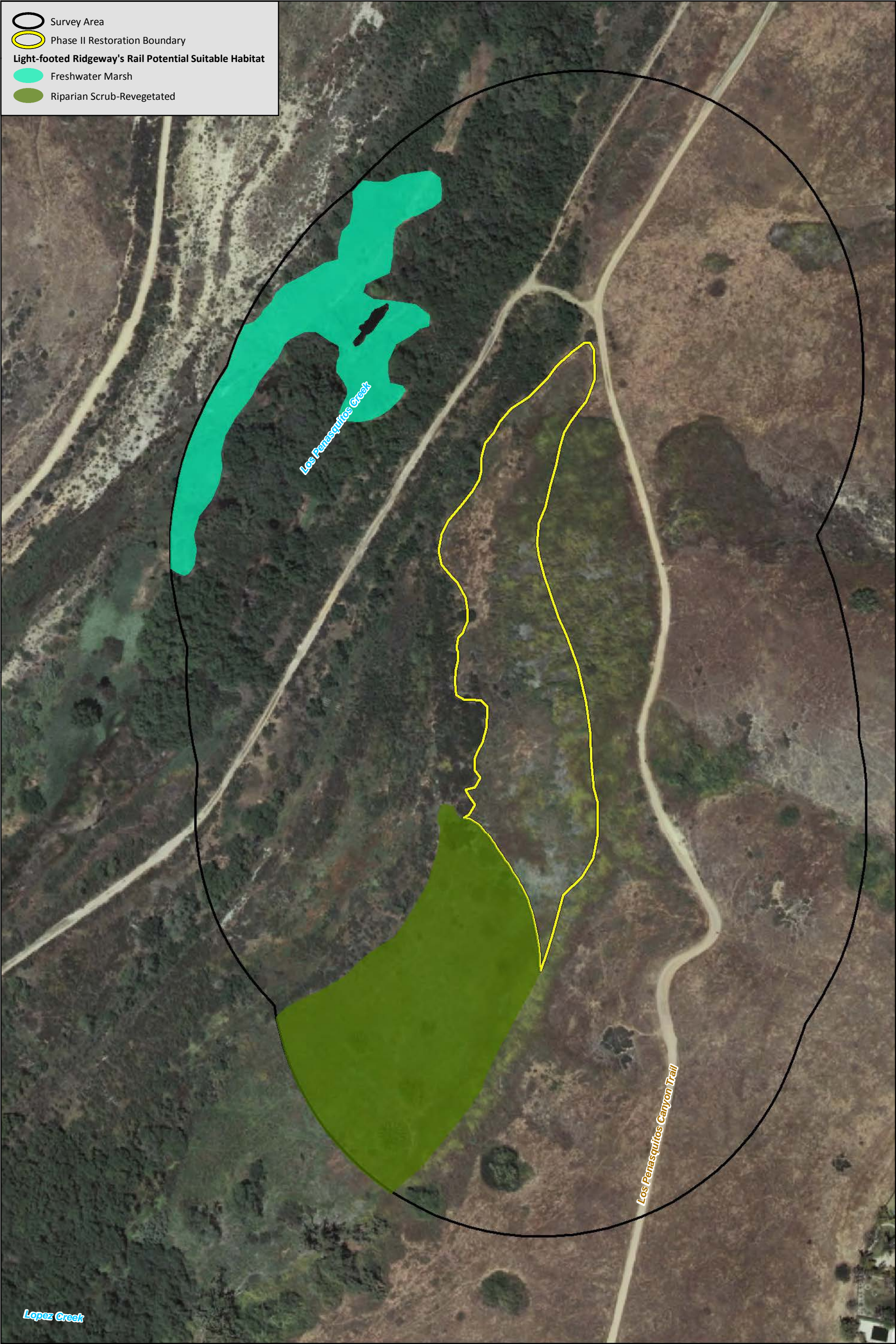


Figure 3



2017 Light-footed Ridgeway's Rail Survey Area

EL CUERVO DEL SUR PHASE II

Figure 4

Appendix E

Report of Geotechnical Subsurface Exploration

**REPORT OF GEOTECHNICAL SUBSURFACE
EXPLORATION
EL CUERVO DEL SUR PHASE II RESTORATION
CITY OF SAN DIEGO**

Submitted to:

HELIX ENVIRONMENTAL PLANNING, INC.
7578 El Cajon Boulevard
La Mesa, CA 91942

Prepared By:

ALLIED GEOTECHNICAL ENGINEERS, INC.
9500 Cuyamaca Street, Suite 102
Santee, California 92071-2685

AGE Project No. 154 GS-13-B (38E3)

April 27, 2018



April 27, 2018

Ms. Sally Trnka
HELIX Environmental Planning, Inc.
7578 El Cajon Boulevard
La Mesa, CA 91942


**Subject: REPORT OF GEOTECHNICAL SUBSURFACE EXPLORATION
EL CUERVO DEL SUR PHASE II RESTORATION
CITY OF SAN DIEGO
AGE Project 154 GS-13-B (38E3)**

Dear Ms. Trnka:

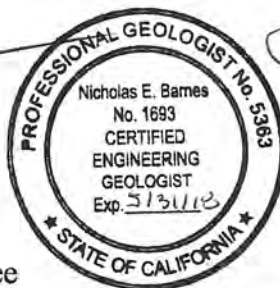
Allied Geotechnical Engineers, Inc. is pleased to submit the accompanying report to present the findings of a geotechnical subsurface exploration that was performed at the project site. If you have any questions regarding the contents of this report or if we may be of further assistance, please give us a call. We greatly appreciate the opportunity to be of service on this important project.

Respectfully submitted,

ALLIED GEOTECHNICAL ENGINEERS, INC.


Nicholas E. Barnes, P.G., C.E.G.
Senior Geologist

SS/TJL:sem
Distr. (1 electronic copy) Addressee




Sani Sutanto, P.E.
Project Manager



**REPORT OF GEOTECHNICAL SUBSURFACE EXPLORATION
EL CUERVO DEL SUR PHASE II RESTORATION
CITY OF SAN DIEGO**

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Figures

Figure 1 Location Map

Figure 2 Site Plan

Appendices

Appendix A Drilling and Sampling Activities

Appendix B Laboratory Testing

1.0 INTRODUCTION

Allied Geotechnical Engineers, Inc. (AGE) is pleased to submit this report to present the findings of a subsurface exploration program that was conducted at the City of San Diego (City) El Cuervo Del Sur Phase II Restoration project site. This study was performed to assist HELIX Environmental Planning, Inc. (HELIX), the City and their design subconsultants in their design of the subject project.

The results of our study are intended for the exclusive use of HELIX and the City for the project as described herein. The information presented in this report is not sufficient for any other uses or the purposes of other parties.

2.0 SITE DESCRIPTION

The project site is located in the Los Penasquitos Canyon Preserve in the Sorrento Valley area of San Diego, California (Figure 1 - Location Map). The project site is located northeast of the El Cuervo Del Sur Phase I project site, north of Sorrento Valley Boulevard, west of Los Penasquitos Canyon Trail, southeast of Penasquitos Creek and northeast of Lopez Creek.

The project site is situated on a gentle north to northwest slope with site elevation which ranges between +49 feet to +54 feet above mean sea level (msl). The Los Penasquitos Creek channel is located approximately 300 feet northeast of the project site, and 5 to 6 feet lower in elevation than project site. The creek channel is braided, varying from 400 feet to nearly 700 feet in width near the project site. Lopez Canyon merges into Penasquitos Canyon approximately 700 feet southwest of the project site.

3.0 OBJECTIVE AND SCOPE OF SUBSURFACE EXPLORATION

The objective of the subsurface exploration is to characterize the subsurface soil and groundwater conditions beneath the project site to assist HELIX with their evaluation and design of the wetland restoration project.

The scope of our services included several tasks as described in more detail below.

3.1 Subsurface Exploration

The subsurface exploration program for this project was performed on April 13, 2018 and consisted of the advancement of two borings at the approximate locations shown on the Site Plan (Figure 2). The borings were advanced using 3-inch diameter hand auger to a maximum depth of 9 feet below the ground surface (bgs). After each advance of the hand auger, the soil was removed from the auger and collected for laboratory testing and classification. AGE's representative returned to the site on April 17, 2018 to measure the groundwater elevations. Subsequently, AGE installed 1.5-inch diameter pipes in the boreholes with approximately 3 feet of pea gravel pack.

A more detailed description of the drilling and sampling activities, and logs of the borings are presented in Appendix A.

3.2 Laboratory Testing

Selected soil samples obtained from the borings were tested in the laboratory to verify field classifications and evaluate certain engineering characteristics. The geotechnical laboratory tests were performed in general conformance with the American Society for Testing and Materials (ASTM) or other generally accepted testing procedures.

The laboratory tests included: in-place moisture content and sieve (wash) analysis. In addition, representative samples of the onsite soil materials were collected and delivered to Clarkson Laboratories and Supply, Inc. for chemical (analytical) testing to determine Soil pH and Salinity, and Nutrients (Nitrogen, Potassium, Calcium, Magnesium, Phosphorus, Copper, Zinc, Manganese and Iron). A brief description of the tests that were performed and the final test results are presented in Appendix B.

4.0 GEOLOGIC CONDITIONS

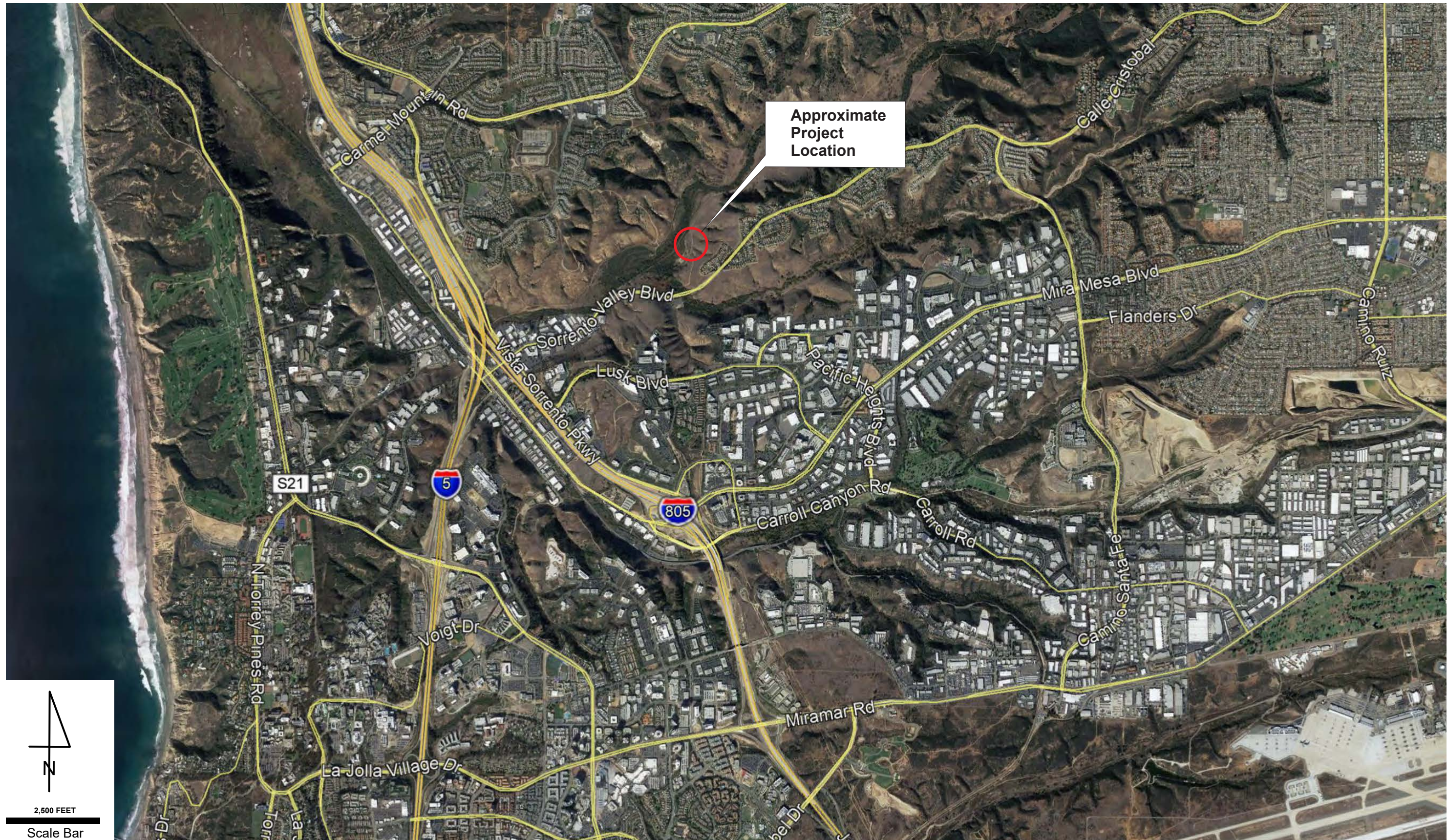
4.1 Geologic Units

Young alluvial deposits of Holocene to late Pleistocene age (Kennedy & Tan, 2008) were encountered in both borings to the maximum depth of exploration of 9 feet bgs. These deposits are generally described as poorly sorted, poorly consolidated, permeable flood plain deposits. The young alluvial deposits encountered in the borings are the result of fluvial deposition from Los Penasquitos Creek.

The young alluvial deposits encountered in the borings generally consist of sandy silt and clay. These deposits varied from soft to hard based on drilling resistance and field observations, and were found to be damp to wet.

4.2 Groundwater

At the time of our field investigation, groundwater was encountered in borings B-1 and B-2 at depths of 6 feet bgs and 3.75 feet bgs (approximate elevation +44 feet msl and +45.25 feet msl), respectively.



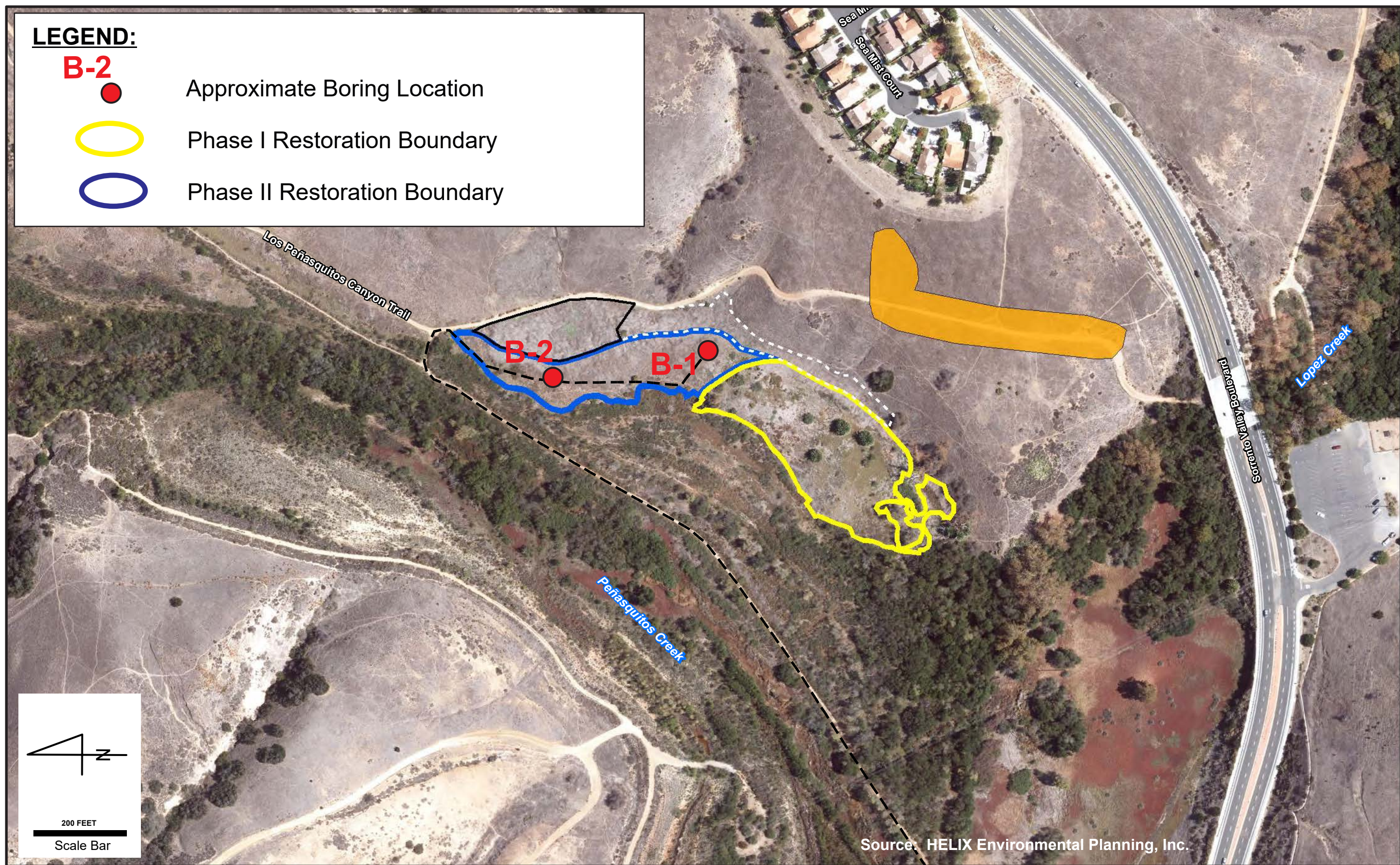
EL CUERVO DEL SUR PHASE II RESTORATION

LOCATION MAP

PROJECT NO.
154 GS-13-B (38E3)

ALLIED GEOTECHNICAL ENGINEERS, INC.

FIGURE 1



EL CUERVO DEL SUR PHASE II RESTORATION

SITE PLAN

PROJECT NO.
154 GS-13-B (38E3)

ALLIED GEOTECHNICAL ENGINEERS, INC.

FIGURE 2

APPENDIX A

DRILLING AND SAMPLING ACTIVITIES

APPENDIX A

DRILLING AND SAMPLING ACTIVITIES

The subsurface exploration program for this project was performed on April 13, 2018 and consisted of the advancement of two borings at the approximate locations shown on the Site Plan (Figure 2). The borings were advanced using 3-inch diameter hand auger to a maximum depth of 9 feet below the ground surface (bgs). After each advance of the hand auger, the soil was removed from the auger and collected for laboratory testing and classification. AGE's representative returned to the site on April 17, 2018 to measure the groundwater elevations. Subsequently, AGE installed 1.5-inch diameter pipes in the boreholes with approximately 3 feet of pea gravel pack.

The boring logs are presented on Figures A-1 and A-2. The logs depict the various soil types encountered and indicate the depths at which samples were obtained for laboratory testing and analysis.

BORING NO. B-1								
DATE OF DRILLING: 04/13/2018				TOTAL BORING DEPTH: 9				
GENERAL LOCATION: Los Penasquitos Canyon Preserve								
APPROXIMATE SURFACE ELEV.: +50 feet msl				DRILLING CONTRACTOR: Not applicable				
DRILLING METHOD: 3-inch diameter hand auger				LOGGED BY: Nick Barnes				
DEPTH (FEET)	SAMPLES	BLOW COUNTS BLOWS/FOOT	OVIM READING (PPM)	GRAPHIC LOG	SOIL DESCRIPTION	FIELD MOISTURE % DRY WT.	DRY DENSITY LBS./CU. FT.	REMARKS
1					Young Alluvial Deposits			
2	1				Brown to dark brown, silty to clayey very fine to fine micaceous sand (SC-SM)	18.4		
3	2					17.6		
4								
5								
6	3				Dark sandy clay to silty clay (CL-CH)	27.8		
7	4					28.3		
8	5				Yellow brown clay (CH)	30.3		
9								
10	<p>NOTES:</p> <p>Drilling encountered refusal at depth of 9 feet bgs on rocks.</p>							
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PROJECT NO. 154 GS-13-B					ALLIED GEOTECHNICAL ENGINEERS, INC.		FIGURE A-1	

BORING NO. B-2								
DATE OF DRILLING: 04/13/2018				TOTAL BORING DEPTH: 4.75				
GENERAL LOCATION: Los Penasquitos Canyon Preserve								
APPROXIMATE SURFACE ELEV.: +49 feet msl				DRILLING CONTRACTOR: Not applicable				
DRILLING METHOD: 3-inch diameter hand auger				LOGGED BY: Nick Barnes				
DEPTH (FEET)	SAMPLES	BLOW COUNTS BLOWS/FOOT	OMV READING (PPM)	GRAPHIC LOG	SOIL DESCRIPTION	FIELD MOISTURE % DRY WT.	DRY DENSITY LBS./CU. FT.	REMARKS
1	1				Young Alluvial Deposits Yellow brown, wet, sandy clay (CL) Dark gray, wet, clayey sand (SC) grading into sandy clay (CL)	21.8		
2	2					15.9		
3	3					28.3		
4	4					30.6		
5	<div style="text-align: center;"> NOTES: Drilling encountered refusal at 4'-9" on rocks. </div>							
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PROJECT NO. 154 GS-13-B		ALLIED GEOTECHNICAL ENGINEERS, INC.					FIGURE A-2	

APPENDIX B

LABORATORY TESTING

APPENDIX B

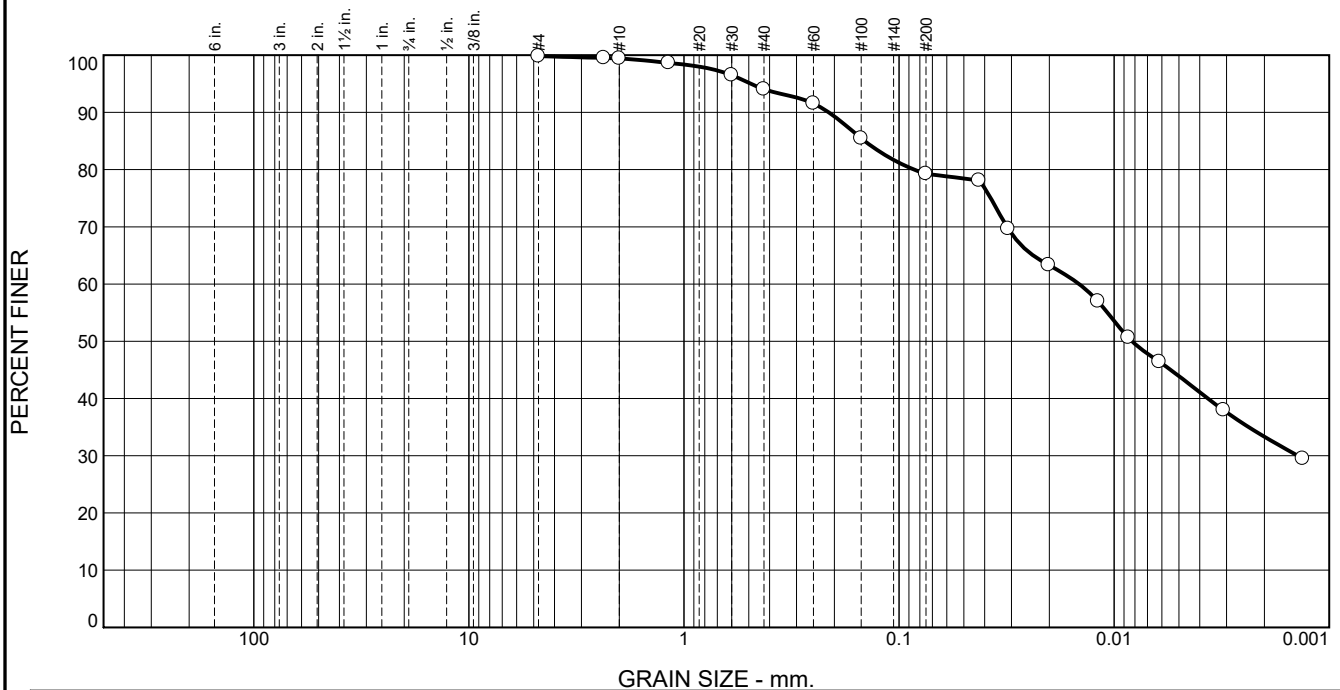
LABORATORY TESTING

Selected soil samples were tested in the laboratory to verify visual field classifications and to evaluate certain engineering characteristics. The testing was performed in accordance with the American Society for Testing and Materials (ASTM) or other generally accepted test methods, and included the following:

- Determination of in-place moisture content (ASTM D2216). The final test results are presented on the boring logs; and
- Sieve analyses (ASTM D422), and the final test results are plotted as gradation curves on Figures B-1 and B-2.

In addition, representative samples of the onsite soil materials were collected and delivered to Clarkson Laboratories and Supply, Inc. for chemical (analytical) testing to determine Soil pH and Salinity, and Nutrients (Nitrogen, Potassium, Calcium, Magnesium, Phosphorus, Copper, Zinc, Manganese and Iron). The test results are included in Appendix B herein.

Particle Size Distribution Report



	% +3"		% Gravel		% Sand			% Fines		
			Coarse	Fine	Coarse	Medium	Fine	Silt		Clay
<input type="radio"/>					0.4	5.3	14.8	35.4		43.9
<input type="radio"/>										
<input type="radio"/>										
<input type="radio"/>										
<input checked="" type="radio"/>	LL	PL	D ₈₅	D ₆₀	D ₅₀	D ₃₀	D ₁₅	D ₁₀	C _c	C _u
<input type="radio"/>			0.1447	0.0145	0.0083	0.0014				
<input type="radio"/>										
<input type="radio"/>										

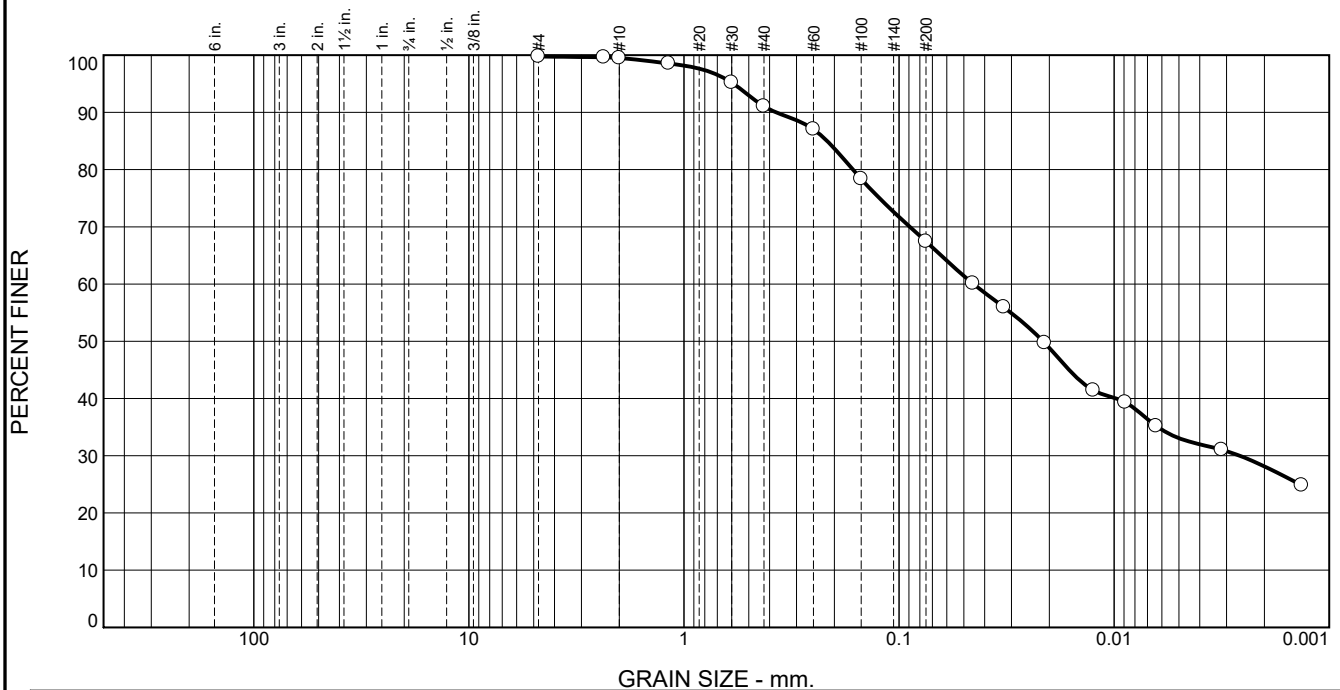
Material Description							USCS	AASHTO
<input type="radio"/> Dark sandy clay to silty clay (CL-CH)								

Project No. 154 GS-13-B Client: HELIX Environmental Solutions, Inc. Project: EL CUERVO DEL SUR PHASE II <input type="radio"/> Source of Sample: B-1 Depth: 6	Remarks:
Allied Geotechnical Engineers, Inc. Santee, CA	

Figure B-1

Tested By: Nick Barnes Checked By: Sani Sutanto

Particle Size Distribution Report



GRAIN SIZE - mm.									
% +3"	% Gravel		% Sand			% Fines			
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay		
<input type="radio"/>			0.3	8.4	23.7	34.3	33.1		
<input type="radio"/>									
<input type="radio"/>									
<input type="radio"/>									
<input type="radio"/>									
<input checked="" type="radio"/>	LL	PL	D ₈₅	D ₆₀	D ₅₀	D ₃₀	D ₁₅	D ₁₀	C _c
<input type="radio"/>			0.2161	0.0450	0.0214	0.0026			
<input type="radio"/>									
<input type="radio"/>									
<input type="radio"/>									

Material Description							USCS	AASHTO
<input type="radio"/> Dark gray, wet, clayey sand (SC) grading into sandy clay (CL)								

Project No. 154 GS-13-B Client: HELIX Environmental Solutions, Inc. Project: EL CUERVO DEL SUR PHASE II <input type="radio"/> Source of Sample: B-2 Depth: 3	Remarks:
Allied Geotechnical Engineers, Inc. Santee, CA	

Figure B-2

Tested By: Nick Barnes Checked By: Sani Sutanto

L A B O R A T O R Y R E P O R T
Telephone (619) 425-1993 Fax 425-7917 Established 1928
C L A R K S O N L A B O R A T O R Y A N D S U P P L Y I N C.
350 Trousdale Dr. Chula Vista, Ca. 91910
A N A L Y T I C A L A N D C O N S U L T I N G C H E M I S T S

Date: April 25, 2018
Purchase Order Number: 154 GS-13-B
Sales Order Number: 39851
Account Number: ALLG

To:

Allied Geotechnical Engineers
1810 Gillespie Way Ste 104
El Cajon, CA 92020
Attention: Sani Sutanto

Laboratory Number: SO6836-1 Customers Phone: 449-5900
Fax: 449-5902

Sample Designation:

One soil sample received on 04/19/18 at 9:00am,
taken from El Cuervo Del Sur Wetland Habitat Mitigation
Phase II Project 154 GS-13-B marked as B-1.

ANALYSIS:

pH	7.4
EC X 10 ³ (on saturated soil extract)	6.6
Copper	<0.2 mg/L
Zinc	0.06 mg/L


Carbonate CO3	Absent
Humus Test	1
Exchangeable Sodium Percentage (ESP)	8.0

Salinity Saline Soil
(EC > 4, ESP < 15, pH usually < 8.5)

Analysis below performed on acid extract of soil 1:6 ratio for reserve nutrients

	ppm	lbs/Acre	Symbol
Ammonia NH3	10	80	M
Nitrate NO3	10	80	M
Phosphate P2O5	6	48	M
Potash K2O	20	160	M
Sodium Na	150	1200	H
Calcium Ca	200	1600	H
Sulfate SO4	300	2400	M
Chloride Cl	200	1600	VH
Magnesium Mg	4	32	M
Iron Fe	10	80	L
Manganese Mn	2	16	L

SYMBOLS: Toxic(T) High(H) Medium(M) Low(L) Very(V) Less Than(<)


Laura Torres

L A B O R A T O R Y R E P O R T
Telephone (619) 425-1993 Fax 425-7917 Established 1928
C L A R K S O N L A B O R A T O R Y A N D S U P P L Y I N C.
350 Trousdale Dr. Chula Vista, Ca. 91910
A N A L Y T I C A L A N D C O N S U L T I N G C H E M I S T S

Date: April 25, 2018
Purchase Order Number: 154 GS-13-B
Sales Order Number: 39851
Account Number: ALLG

To:

Allied Geotechnical Engineers
1810 Gillespie Way Ste 104
El Cajon, CA 92020
Attention: Sani Sutanto

Laboratory Number: SO6836-2 Customers Phone: 449-5900
Fax: 449-5902

Sample Designation:

One soil sample received on 04/19/18, at 9:00am,
taken from El Cuervo Del Sur Wetland Habitat Mitigation
Phase II Project 154 GS-13-B marked as B-2.

ANALYSIS:


pH	7.9
EC X 10 ³ (on saturated soil extract)	4.3
Copper	<0.2 mg/L
Zinc	0.20 mg/L
Carbonate CO3	Absent
Humus Test	1
Exchangeable Sodium Percentage (ESP)	8.5
Salinity	Saline Soil (EC > 4, ESP < 15, pH usually < 8.5)

Analysis below performed on acid extract of soil 1:6 ratio for reserve nutrients

		ppm	lbs/Acre	Symbol

Ammonia	NH3	10	80	M
Nitrate	NO3	10	80	M
Phosphate	P2O5	6	48	M
Potash	K2O	10	80	L
Sodium	Na	140	1120	H
Calcium	Ca	150	1200	HM
Sulfate	SO4	300	2400	M
Chloride	Cl	50	400	M
Magnesium	Mg	4	32	M
Iron	Fe	10	80	L
Manganese	Mn	1	8	L

SYMBOLS: Toxic(T) High(H) Medium(M) Low(L) Very(V) Less Than(<)



Laura Torres
LT/rmb

Appendix F

Cultural Resources Monitoring Report

April 23, 2018

SDD-24.35

Jane-Marie Fajardo
City of San Diego
Transportation & Storm Water Department
2781 Caminito Chollas
San Diego, California 92105

**Subject: Cultural Resources Monitoring Report for the El Cuervo Del Sur Phase II Wetlands
Creation Site - Geotechnical Testing**

Dear Ms. Fajardo:

This letter report summarizes cultural resources monitoring conducted by HELIX Environmental Planning, Inc. (HELIX) during Allied Geotechnical Engineers, Inc.'s (AGE) geotechnical testing at the El Cuervo Del Sur Phase II Wetlands Creation Site (project). These activities were conducted in support of the proposed creation of approximately 1.42 acres of wetland habitat. HELIX conducted a field survey and background research prior to commencement of the geotechnical testing. A HELIX archaeologist and a Native American monitor from our subconsultant Red Tail Monitoring and Research, Inc. (Red Tail), monitored during the testing at two pre-approved locations. No cultural resources were encountered, and the boring activities had no effects on cultural resources. This letter report summarizes the methods and results of the cultural resources monitoring program.

PROJECT LOCATION AND DESCRIPTION

The project is located within a City-owned parcel in the western portion of Los Peñasquitos Canyon, east of Interstate 5 and north of Sorrento Valley Boulevard (Figure 1, *Regional Location Map*), within Township 14 South, Range 3 West, un-sectioned portion of Los Peñasquitos Land Grant, on the U.S. Geological Survey (USGS) 7.5' Del Mar quadrangle (Figure 2, *Project Vicinity Map [USGS Topography]*). The restoration site is situated just south of Los Peñasquitos Creek and is bordered by Carmel Mountain to the north, Lopez Ridge to the south, and the confluence of Lopez and Los Peñasquitos Creeks to the west (Figure 3, *Study Area*).

The project involved the excavation of geotechnical borings in two pre-approved locations (Figure 4, *Geotech Boring Locations*). The project area was accessed via the established Los Peñasquitos Canyon Trail that runs adjacent to the Peñasquitos Creek. The dirt access route was accessed from Sorrento Valley Boulevard heading westward. The Ruiz-Alvarado Adobe, which is protected by fencing, is located at the entrance of the access path.

METHODS

The results of the records search obtained from the South Coastal Information Center (SCIC) and the cultural resources surveys conducted for the El Cuervo Del Sur restoration site were reviewed. Although the Los Peñasquitos Canyon is sensitive in terms of cultural resources, and sites have been identified within a quarter-mile of the project site and along the access route to the project as discussed below, no cultural resources have been recorded within the project site or at the boring locations.

HELIX Archaeologist, Dominique Diaz de Leon, conducted a field survey of the access route and the proposed boring locations on April 13, 2018. The access route was walked twice prior to the crews driving to the boring locations, once towards the Ruiz-Alvarado Adobe and a second time towards the location of the first boring hole. No cultural material was identified.

HELIX archaeologist Dominique Diaz de Leon and a Native American monitor from Red Tail monitored ground-disturbing activities at the project site on April 18, 2018. The activities observed consisted of boring two holes at varying depths until groundwater was encountered. The first boring location (+32.910261/-117.205611) reached a depth of 9 feet (ft.), and the second boring location (+032.911213/-117.205820) reached a depth of 4.5 ft.

RECORDS SEARCH AND ARCHAEOLOGICAL SURVEY

Two previously recorded cultural resources are located near the project: the Ruiz-Alvarado Adobe (CA-SDI-5201H) located immediately south of the access route, and a temporary campsite with a shell midden and a ground stone and lithic scatter (CA-SDI-1087) located on a small hill south of the project site.

The project site was initially surveyed for cultural resources by URS and Kumeyaay Native American monitor, Justin Linton, in 2013 (Zalarvis-Chase 2013). HELIX archaeologist Stacie Wilson and Kumeyaay Native American monitors, Gabe Kitchen and Emily Burgueno, surveyed the project area on September 12, 2017 (Wilson 2017). Accessible areas of the project site, including the proposed locations of the geotechnical borings, were transected at 5-meter intervals; however dense vegetation (weeds) covered portions of the project site, limiting access into these areas. In addition, site CA-SDI-1087, located south and uphill from the project area, was verified by the survey crew. The pedestrian surveys did not result in the identification of any cultural resources within the project site.

SUMMARY OF WORK

The geotech test holes were bored until ground water was encountered. One hole was bored to a depth of 9 ft., and the other was bored to a depth of 4.5 ft. A total of four vehicles utilized the access route and were situated near the project area. No temporary access roads were constructed, and no vegetation clearing was required for the boring activities. The monitors from HELIX and Red Tail observed all activities to ensure that no cultural resources were exposed and adversely affected by the geotechnical work. All activities were also observed by a HELIX biological monitor.

The AGE crews utilized a hand-held auger. The soil was bagged, and the holes were left open, with a stake indicating their locations. An AGE engineer performed a follow-up investigation on April 17, 2018 to

monitor groundwater levels at each boring location. After investigating the groundwater levels, a 2-inch diameter slotted pipe with end cap and gravel pack was placed inside each of the borings.

No cultural material was encountered during the cultural resources monitoring of the geotech boring activities.

CONCLUSION

Geotech soil test boring was conducted within a City-owned parcel in Los Peñasquitos Canyon. This Geotech work was monitored by an archaeologist from HELIX and a Kumeyaay Native American monitor from Red Tail on April 13, 2018. No cultural material was identified. Therefore, the project had no effects to cultural resources.

If you have any questions regarding this report, please contact me at (619) 462-1515.

Sincerely,



Stacie Wilson
Senior Archaeologist



Dominique Diaz de Leon
Staff Archaeologist

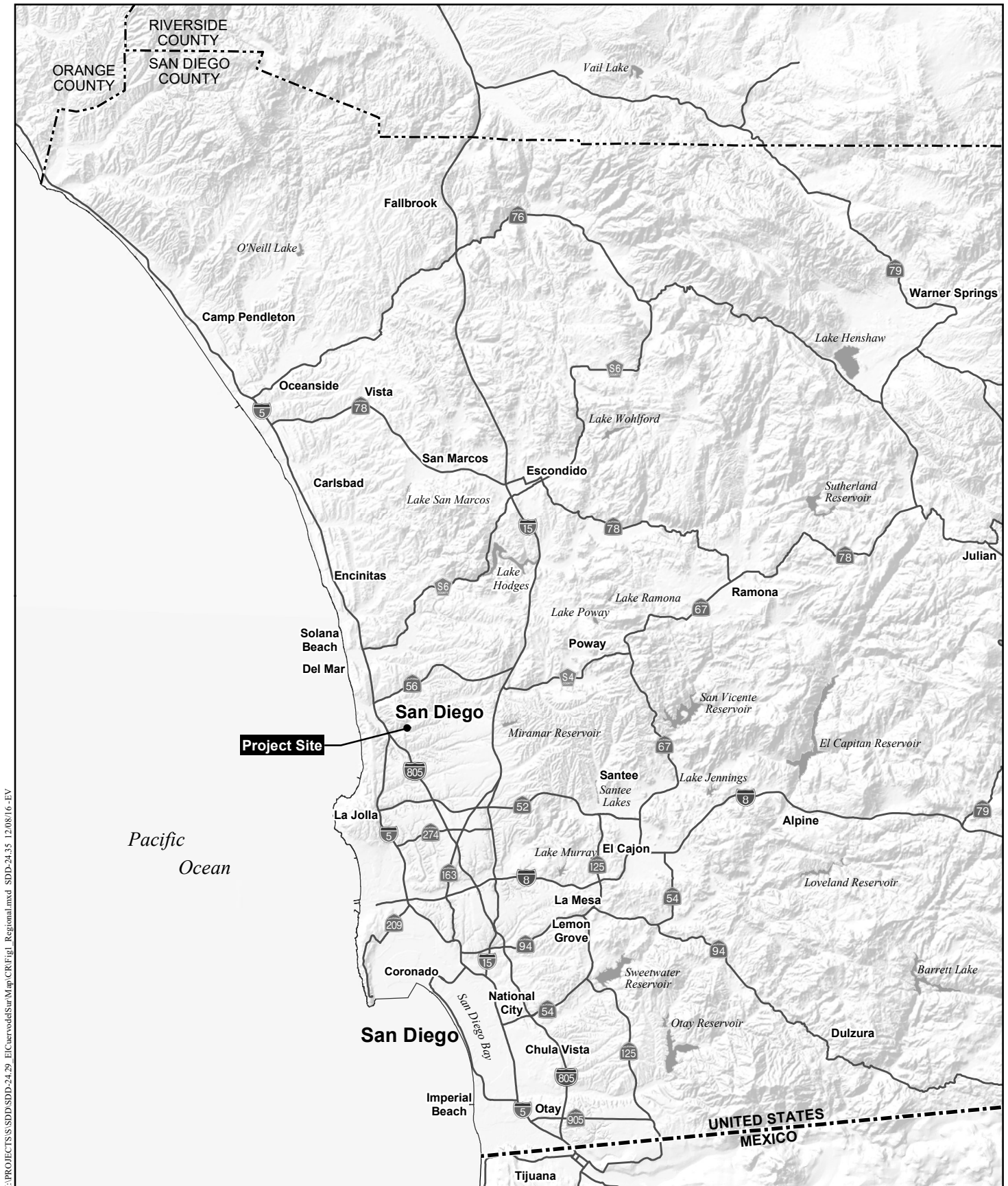
CC: Vanessa Sandoval and Catherine Rom, *City of San Diego, Transportation & Storm Water Department*
Sally Trnka, *HELIX Environmental Planning*

Attachments:

- Figure 1: Regional Location Map
- Figure 2: Project Vicinity Map (USGS Topography)
- Figure 3: Study Area
- Figure 4: Geotech Boring Locations

References

- Wilson, Stacie
2017 Cultural Resources Study, El Cuervo Del Sur Phase II, San Diego, California. Document submitted to City of San Diego, Transportation & Storm Water Department. HELIX Environmental Planning, Inc, La Mesa, California. November 2017. Unpublished report on file at HELIX.
- Zalarvis-Chase, Dimitra
2013 Memo: El Cuervo al Oeste & El Cuervo del Sur Conceptual Wetland Mitigation and Monitoring Plan for the Sorrento-Flintkote-Soledad-Los Peñasquitos Channel Stormwater Maintenance. Appendix E of the Final El Cuervo Del Sur Wetland Habitat Mitigation and Monitoring Plan. Document submitted to City of San Diego, Transportation & Storm Water Department. URS Corporation, San Diego, California. May 2014. Unpublished report on file at HELIX.



Regional Location Map

EL CUERVO DEL SUR

Figure 1



Project Vicinity Map (USGS Topography)

EL CUERVO DEL SUR

Figure 2



I:\PROJECTS\S\SDD\SDD-24,29 - El Cuervo del Sur\Map\CR\Fig3_Aerial.mxd SDD-24,35 12/08/16 -EV

Study Area

EL CUERVO DEL SUR

Figure 3

-  Phase I Restoration Boundary
-  Phase II Restoration Boundary
-  Phase I Soil Disposal
-  Phase II Soil Disposal
-  ESA (Approximate)
-  Proposed Boring Location
-  Proposed Access Path



Geotech Boring Locations

EL CUERVO DEL SUR PHASE II RESTORATION

Figure 4

Appendix G

Existing Floral Species List

**EL CUERVO DEL SUR PHASE II MITIGATION SITE
EXISTING FLORAL SPECIES LIST
(AUGUST 2021)**

EUDICOTS	
AIZOACEAE	
<i>*Carpobrotus edulis</i>	Hottentot fig
<i>*Mesembryanthemum crystallinum</i>	Crystallinum iceplant
<i>*Mesembryanthemum nodiflorum</i>	Slender-leaf iceplant
AMARANTHACEAE	Amaranth Family
<i>*Amaranthus albus</i>	White tumbleweed
ANACARDIACEAE	
<i>Malosma laurina</i>	laurel sumac
<i>Rhus integrifolia</i>	lemonadeberry
APIACEAE	Carrot Family
<i>*Foeniculum vulgare</i>	Fennel
ASTERACEAE	Daisy Family
<i>Ambrosia psilostachya</i>	Western ragweed
<i>Artemisa californica</i>	California sagebrush
<i>Artemisa douglasiana</i>	mugwort
<i>Baccharis pilularis</i>	Coyote bush
<i>Baccharis salicifolia</i>	Mulefat
<i>Baccharis sarothroides</i>	Broom baccharis
<i>*Carduus pycnocephla</i>	Italian thistle
<i>Deinandra fasciculata</i>	Fascicled tarweed
<i>*Dittrichia graveolens</i>	stinkwort
<i>Encelia californica</i>	California encelia
<i>*Erigeron bonariensis</i>	Horseweed
<i>*Hedypnois creticus</i>	Crete weed
<i>*Helminthotheca echioides</i>	Prickly ox-tongue
<i>Heterotheca grandiflora</i>	Telegraph weed
<i>Isocoma menzeisii</i>	goldenbush
<i>Iva hayesiana</i>	San Diego marsh elder
<i>*Lactuca serriola</i>	Prickly lettuce
<i>Laennecia coulteri</i>	Coulter's fleabane daisy
<i>*Sonchus aper</i>	Prickly sow-thistle
<i>*Sonchus oleraceus</i>	Common sow-thistle
<i>Xanthium strumarium</i>	cocklebur
BRASSICACEAE	Mustard Family
<i>*Brassica nigra</i>	Black mustard
<i>*Hirschfeldia incana</i>	Short-pod mustard
<i>*Lepidium latifolium</i>	broadleaved pepperweed
CARYOPHYLLACEAE	Pink Family
<i>*Spergularia bocconii</i>	Sand spurrey

CHENOPODIACEAE	Saltbush Family
* <i>Atriplex semibacata</i>	Australian saltbush
* <i>Atriplex sp.</i>	saltbush
* <i>Bassia hyssopifolia</i>	Five-hook bassia
* <i>Chenopodium album</i>	lamb's quarters
<i>Salicornia pacifica</i>	Pacific pickleweed
* <i>Salsola tragus</i>	Russian thistle
CONVOLVULACEAE	Morning Glory Family
<i>Calystegia macrostegia</i>	Castor bean
* <i>Convolvulus arvensis</i>	Field bind weed
CURCUBITACEAE	Cucumber Family
<i>Curcubita foetidissima</i>	calabazilla
DIPSACACEAE	Teasel Family
* <i>Dipsacus sativus</i>	teasel
EUPHORBIACEAE	Spurge Family
<i>Euphorbia sp.</i>	spurge
* <i>Ricinus communis</i>	Castor bean
FABACEAE	Pea Family
<i>Acemisson glaber</i>	deerweed
* <i>Melilotus officinalis</i>	Yellow sweet clover
FRANKENIACEAE	Frankenia Family
<i>Frankenia salina</i>	Alkali heath
GERANIACEAE	Geranium Family
* <i>Erodium cicutarium</i>	Stork's bill
JUNCACEAE	Rush Family
<i>Juncus acutus</i>	Spiny rush
<i>Juncus mexicanus</i>	Mexican rush
MALVACEAE	Mallow Family
<i>Malvella leprosa</i>	Alkali weed
* <i>Malva parviflora</i>	cheeseweed
ONAGRACEAE	Evening Primrose Family
<i>Oenothera elata</i>	Hooker's evening primrose
POLYGONACEAE	Buckwheat Family
<i>Eriogonum fasciculatum</i>	California buckwheat
* <i>Rumex crispus</i>	Curly dock
PRIMULACEAE	Primula Family
* <i>Anagallis arvensis</i>	Scarlet pimpernel
SALICACEAE	Willow Family
<i>Populus fremontii</i>	Southern cottonwood
<i>Salix hindsiana ssp. exigua</i>	Sandbar willow
<i>Salix goodingii</i>	Black willow
<i>Salix laevigata</i>	Red willow
<i>Salix lasiolepis</i>	Arroyo willow
SAURACEAE	Lizard Tail Family
<i>Anemopsis californica</i>	Yerba mansa
SOLANACEAE	Nightshade Family
<i>Datura wrightii</i>	Jimson weed
* <i>Nicotiana glauca</i>	Tree tobacco

MONOCOTS	
ARECACEAE	Palm Family
* <i>Washingtonia robusta</i>	Mexican fan palm
POACEAE	Grass Family
* <i>Avena fatua</i>	Wild oat
* <i>Brachypodium distachyon</i>	False brome
* <i>Bromus diandrus</i>	Ripgut grass
* <i>Bromus hordaceus</i>	Soft chess
* <i>Bromus rubens</i>	Foxtail chess
* <i>Cynodon dactylon</i>	Bermuda grass
<i>Distichlis spicata</i>	Saltgrass
<i>Elymus condensatus</i>	Giant wild rye
<i>Elymus triticoides</i>	Beardless ryegrass
* <i>Festuca myuros</i>	Rattail fescue
* <i>Polypogon monspeliensis</i>	Rabbits foot grass
<i>Typha sp.</i>	cattail

* Non-native species; **bold** denotes sensitive species

Appendix H

Applicable Municipal Waterways Maintenance Plan Environmental Protocols & Mitigation Measures

EL CUERVO DEL SUR PHASE II WETLAND ENHANCEMENT MITIGATION PROJECT
APPLICABLE MUNICIPAL WATERWAYS MAINTENANCE PLAN ENVIRONMENTAL PROTOCOLS & MITIGATION MEASURES

Environmental Protocols	Implementation, Monitoring / Reporting Action
Biological Resources	
<p>EP-BIO-3a: Qualified Biological Monitor. SWD shall ensure the following protocols are included in the FMP for each project within or adjacent to sensitive biological resources:</p> <ol style="list-style-type: none"> Qualified Biologist. At least 3 days prior to the start of maintenance activities, the Project Biologist shall submit a letter to Mitigation Monitoring Coordination (MMC) that confirms a qualified monitoring biologist (QMB), as defined in the City of San Diego Biology Guidelines (SDBG), has been retained to implement required monitoring. This letter shall also include the names and resumes of all persons involved in the biological monitoring of the project, a schedule for the proposed work, and the facility's pre-approved FMP. Documentation. Prior to commencing maintenance on any storm water facility within, or immediately adjacent to, an MHPA, the Environmental Designee (ED) shall verify that all MHPA boundaries and limits of work have been delineated on all maintenance documents. Biological Construction Mitigation/Monitoring Exhibit. The Qualified Biologist shall present a Biological Construction Mitigation/Monitoring Exhibit (BCME), which includes limits of work, proposed monitoring schedule, avian or other wildlife surveys/survey schedules (including general avian nesting and U.S. Fish and Wildlife Service [USFWS] protocol), timing of surveys, avian construction avoidance areas/noise buffers/barriers, other impact avoidance areas, and any subsequent requirements determined by the Qualified Biologist and the City ED/MMC. The BCME shall include the FMP site plan, written and graphic depiction of the project's biological mitigation/ monitoring program, and a schedule. Where the potential for impacts to biological resources is limited (e.g., removal of sediment or debris from an unvegetated concrete structure that flows into a closed storm drain system during the non-breeding season), the monitoring program may be limited to a pre and post-maintenance verification inspections. For highly sensitive resource areas, full-time biological monitors may be required. The BCME shall be approved by the MMC prior to the start of maintenance. Resource Marking/Protection. Prior to maintenance activities, the Qualified Biologist shall supervise the placement of orange construction fencing or visible marker, staking, or flagging along the limits of the facility maintenance area adjacent to sensitive biological habitats, as shown on the BCME, to ensure crews remain in the approved maintenance areas. These demarcations will not be required for facilities with existing structures, such as chain-link fencing, along the limits or facilities that are adjacent to urban and non-sensitive habitat areas. <p>This phase shall include flagging plant specimens and delineating buffers to protect sensitive biological resources (e.g., habitats, sensitive flora and fauna species, including nesting birds) during construction. Appropriate steps/care shall be taken to minimize attraction of nest predators to the site.</p>	<ul style="list-style-type: none"> Retain documentation related to retention of a Qualified Biological Monitor. Retain copies the FMP and BCME in the project file. Site surveys.
<p>EP-BIO-3b: Pre-Construction Meeting/Education. Prior to the start of any activity where the FMP for the proposed maintenance area indicates that significant impacts to biological resources may occur, SWD shall arrange an on-site pre-maintenance meeting with the following in attendance: MMC representative, Project Consultant(s) (e.g., QMB), SWD, Construction Manager (CM) (if applicable), Resident Engineer (RE) (if applicable), and other parties of interest. At this meeting, the QMB shall identify and discuss the maintenance protocols that apply to the maintenance activities and the sensitive nature of the adjacent habitat with the crew and subcontractor.</p> <p>At the pre-maintenance meeting, the QMB shall submit to the MMC and CM a copy of the FMP and BCME that identifies areas to be protected, fenced, and monitored. This data shall include all planned locations and design of noise attenuation walls or other devices, if applicable.</p> <p>Prior to commencement of maintenance activities, the Qualified Biologist shall meet with the crew supervisor and the maintenance crew and conduct an on-site educational session regarding the need to avoid impacts outside of the approved maintenance area and to protect sensitive flora and fauna that may occur at the specific facility (e.g., explain the avian and wetland buffers, flag system for removal of invasive species or retention of sensitive plants, and clarify acceptable access routes/methods and staging areas).</p>	<ul style="list-style-type: none"> Include EP in construction contractor specifications. Retain copies of pre-construction meeting/education materials in the project file. Retain copies of personnel attendance in the project file.
<p>EP-BIO-3c: Biological Monitoring and Reporting. The designated QMB shall inspect/monitor the project area in accordance with the approved BCME. This may be limited to pre and post-maintenance inspections, weekly visits, or full-time monitoring, as determined by the Qualified Biologist and MMC.</p> <p>The QMB shall document monitoring events via a Consultant Site Visit Record. This record shall be sent to the SWD each month and the SWD shall forward copies to MMC. However, if weekly reports are submitted as part of a separate agency permit requirement, these reports may be forwarded to MMC in place of Consultant Site Visit Record submittals.</p>	<ul style="list-style-type: none"> Include EP in construction contractor specifications. Maintain a monitoring log and retain records in the project file.

Environmental Protocols	Implementation, Monitoring / Reporting Action
<p>If no deviations from the FMP occur during maintenance, no additional documentation is required. If deviations from the FMP occur, such as unanticipated impacts to sensitive vegetation communities or unanticipated discharge of pollutants, a Final Monitoring Report shall be prepared within 3 months following the completion of mitigation monitoring detailing maintenance and monitoring that occurred and any remedial or compensatory measures taken.</p>	<ul style="list-style-type: none"> • Retain copies of correspondence with MMC in the project file. • Retain a copy of the monitoring report in the project file.
<p>EP-BIO-4: Handling of Non-Native Invasive Plant Species. Where an FMP involves potential disturbance of non-native invasive plant species (as identified by the California Invasive Plant Council), SWD shall implement standard environmental hygiene practices and the following maintenance procedures, or current best practices, to ensure that dispersal of propagules (e.g., seeds, stems) are avoided or minimized:</p> <ul style="list-style-type: none"> • When non-native invasive plants can be removed entirely (e.g., root and aboveground plant material), the removal shall be monitored by the QMB. • When removing the roots of non-native invasive plants is not feasible (e.g., when erosive flows are predicted), SWD shall determine if any above-ground plant material can be removed (e.g., cut/trimmed). The removal of any above-ground plant material shall be monitored by the QMB. If herbicides are used to treat roots or cut/trimmed plants, it shall be applied by a Licensed Pest Control Advisor using chemicals permitted as safe within aquatic environments. • When removing the roots and above-ground non-native invasive plants is not feasible (e.g., due to limited access), SWD shall coordinate with the QMB to determine if herbicides or other methods to treat plant material could be implemented. If herbicides are used to treat roots or cut/trimmed plants, it shall be applied by a Licensed Pest Control Advisor using chemicals permitted as safe within aquatic environments. • SWD shall inspect and clean in place any equipment and tools used to handle, remove, and/or treat non-native invasive plants on a daily basis during active maintenance to limit the transfer of invasive rhizomes, seeds, and infectious agents to new off-site work areas. 	<ul style="list-style-type: none"> • Include EP in construction contractor specifications. • Maintain a monitoring log and retain records in the project file.
<p>EP-BIO-5: Sensitive Plant Species Protection. If maintenance activities will occur adjacent to areas suitable for listed and/or narrow endemic plants, and no direct impacts are proposed to occur, SWD shall ensure the boundaries of the plant populations designated sensitive by the resource agencies are clearly delineated with flagging or temporary fencing that must remain in place for the duration of the activity.</p>	<ul style="list-style-type: none"> • Include EP in construction contractor specifications. • Maintain a record of survey results in the project file.
<p>EP-BIO-6: Handling of Potential Shot Hole Borer or Other Infestations. If maintenance within a particular facility will impact woody riparian vegetation within a watershed where shot-hole borer is known to occur, TSW shall ensure a biologist knowledgeable of shot-hole borer life history and behavior conducts an initial pre-maintenance survey of the facility segments to determine if indicators of shot-hole borer infestation are present within the maintenance area.</p> <p>If no indicators of shot-hole borer are observed, removal and disposal of the vegetative material shall proceed as planned.</p> <p>If signs of shot-hole borer are observed, the following procedures, or current best practices, shall be implemented to manage the infestation and prevent further spread of the pest:</p> <ul style="list-style-type: none"> • Disinfect all tools that come into contact with infected woody material using a 5% bleach solution, Lysol spray, 70% ethanol (or isopropyl). • Either chip or incinerate all woody vegetative material removed as part of maintenance. <ul style="list-style-type: none"> ◦ If chipping method is used, all woody vegetative material removed as part of maintenance shall be chipped to less than 1 inch to dry the inwood climate out and make it unsuitable for beetles or fungus. <p>Following chipping, material shall be solarized in the facility staging or stockpile area on site using a clear plastic or visqueen covering. The solarizing period shall be a minimum of 2 weeks during summer months and 2 months (or longer depending on weather) during winter months. The goal is to maintain temperatures under the cover between 95°F and 105°F.</p> <p>For any other pests that are identified as being present within vegetation in a facility maintenance area, the maintenance and removal methods will follow the most current scientifically-supported protocol for treatment and disposal of the material in order to avoid inadvertent dispersal of the pest species.</p>	<ul style="list-style-type: none"> • Include EP with BMPs in construction contractor specifications. • Pre-maintenance survey. • Retain copies of the site survey in the project file. • Construction monitoring.
<p>MM-BIO-2: Unintended Impact Mitigation. Should any impacts occur outside of the authorized impact limits, they would be considered permanent and mitigated by either (1) providing mitigation in accordance with the applicable SDBG mitigation ratios or (2) installing an on-site habitat revegetation and erosion control treatments within any unintentional disturbance areas in native habitat in accordance with the SDBG and the Landscape Standards in the City's Land Development Manual.</p>	<ul style="list-style-type: none"> • Include MM in construction contractor specifications.

Environmental Protocols	Implementation, Monitoring / Reporting Action
<p>Habitat revegetation shall feature native species that are typical of the area, and erosion control features shall include silt fence and straw fiber rolls, where appropriate (e.g., in areas where sheet flow during rain events may cause erosion). The revegetation areas shall be monitored and maintained for a minimum of 25 months to ensure adequate establishment and sustainability of the plantings/seedlings to reduce the risk of erosion and/or nonnative, invasive plant species establishment, in accordance with the Landscape Standards in the City's Land Development Manual.</p>	<ul style="list-style-type: none"> Document any impacts outside of the authorized impact limits.
<p>MM-BIO-4: Avoidance of Nesting Bird Impacts. To avoid any direct impacts to any species identified as a candidate, sensitive, or special status species in the MSCP or other local or regional plans, policies or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service (USFWS), removal of habitat that supports active nests in the proposed area of disturbance shall occur outside of the breeding season of these species (January 15 through September 15), where feasible.</p> <p>If removal of habitat in the proposed area of disturbance must occur during the breeding season, the Qualified Biologist shall conduct a pre-construction survey to determine the presence or absence of nesting birds within the proposed area of disturbance. The pre-construction survey shall be conducted no more than seven calendar days prior to the start of construction activities (including removal of vegetation).</p> <p>SWD shall submit the results of the pre-construction survey to City Development Services Department for review and approval prior to initiating any construction activities. If nesting birds are detected, a general survey report or an avoidance plan, if applicable, in conformance with the SDBG and applicable state and federal law (e.g., appropriate follow-up surveys, monitoring schedules, and construction barriers/buffers) shall be prepared and include proposed measures to be implemented to ensure that take of birds or eggs is avoided. The report and/or avoidance plan shall be submitted to the City for review and approval and implemented to the satisfaction of the City. The City's Mitigation Monitoring Coordination (MMC) Section and Qualified Biologist shall verify and approve that all measures identified in the report and/or avoidance plan are in place prior to and/or during construction</p>	<ul style="list-style-type: none"> Include EP in construction contractor specifications. Retain copies of correspondence with MMC in the project file. Retain a copy of the survey report and/or avoidance plan in the project file.
<p>MM-BIO-5: Avoidance of Listed Species Take. Prior to the preconstruction meeting, the Environmental Designee (ED)/MMC shall verify that Multi-Habitat Planning Area (MHPA) boundaries and the requirements regarding the least Bell's vireo, Ridgway's rail, California least tern, and southwestern willow flycatcher as specified below, are shown on the facility maintenance plans. No clearing, grubbing, grading, or other construction activities shall occur during the least Bell's vireo and Ridgway rail's breeding season (March 15 through September 15), California least tern breeding season (April 15 through September 15), or southwestern willow flycatcher breeding season (May 1 through September 1) until the following requirements have been met to the satisfaction of the ED/MMC:</p> <ol style="list-style-type: none"> A Qualified Biologist (possessing a valid Endangered Species Act Section 10[a][1][a] Recovery Permit) shall survey those habitat areas within the MHPA that would be subject to construction noise levels exceeding 60 decibels [dB(A)] hourly average for the presence of the least Bell's vireo and southwestern willow flycatcher. Surveys for least Bell's vireo and southwestern willow flycatcher, shall be conducted pursuant to the protocol survey guidelines established by the USFWS within the breeding season prior to the commencement of any construction. If least Bell's vireo or southwestern willow flycatcher are present, then the following conditions must be met: <ol style="list-style-type: none"> March 15 through September 15 for least Bell's vireo and May 1 through September 1 for southwestern willow flycatcher, no clearing, grubbing, or grading of occupied habitat shall be permitted. Areas restricted from such activities shall be staked or fenced under the supervision of a Qualified Biologist; and March 15 through September 15 for least Bell's vireo and May 1 through September 1 for southwestern willow flycatcher, no construction activities shall occur within any portion of the site where construction activities would result in noise levels exceeding 60 dB(A) hourly average at the edge of occupied habitat. An analysis showing that noise generated by construction activities would not exceed 60 dB(A) hourly average at the edge of occupied habitat must be completed by a Qualified Acoustician (possessing current noise engineer license or registration with monitoring noise level experience with listed animal species) and approved by the ED/MMC at least 2 weeks prior to the commencement of construction activities. Prior to the commencement of construction activities during the breeding season, areas restricted from such activities shall be staked or fenced under the supervision of a Qualified Biologist; or At least 2 weeks prior to the commencement of construction activities, under the direction of a Qualified Acoustician, attenuation measures (e.g., berms, walls) shall be implemented to ensure that noise levels resulting from construction activities would not exceed 60 dB(A) hourly average at the edge of habitat occupied by the least Bell's vireo, and/or southwestern willow flycatcher. Concurrent with the commencement of construction activities and the construction of necessary noise attenuation facilities, noise monitoring shall be conducted at 	<ul style="list-style-type: none"> Include MM in construction contractor specifications. Retain copies of correspondence with MMC in the project file.

Environmental Protocols	Implementation, Monitoring / Reporting Action
<p>the edge of the occupied habitat area to ensure that levels do not exceed 60 dB(A) hourly average. If the noise attenuation techniques implemented are determined to be inadequate by the Qualified Acoustician or Biologist, then the associated construction activities shall cease until such time that adequate noise attenuation is achieved or until the end of the breeding season (September 16). Construction noise monitoring shall continue to be monitored at least twice weekly on varying days, or more frequently depending on the construction activity, to verify that noise levels at the edge of occupied habitat are maintained below 60 dB(A) hourly average or to the ambient noise level if it already exceeds 60 dB(A) hourly average. If not, other measures shall be implemented in consultation with the biologist and the ED/MMC, as necessary, to reduce noise levels to below 60 dB(A) hourly average or to the ambient noise level if it already exceeds 60 dB(A) hourly average. Such measures may include, but are not limited to, limitations on the placement of construction equipment and the simultaneous use of equipment.</p> <p>2. If least Bell's vireo and/or southwestern willow flycatcher are not detected during the protocol survey, the Qualified Biologist shall submit substantial evidence to the ED/MMC and applicable resource agencies that demonstrates whether or not mitigation measures such as noise walls are necessary from March 15 through September 15 for least Bell's vireo, and/or May 1 through September 1 for southwestern willow flycatcher, adherence to the following is required:</p> <p style="padding-left: 40px;">a. If this evidence indicates that the potential is high for least Bell's vireo and/or southwestern willow flycatcher to be present based on historical records or site conditions, then Condition 1(a) shall be adhered to as specified above.</p> <p>If this evidence concludes that no impacts to this species are anticipated, no mitigation measures would be necessary.</p> <p>3. If work is proposed within a facility segment where Ridgway's rail has been identified to have a moderate or high potential to occur (Appendix E to Appendix D), then an agency-approved biologist will perform the following duties prior to the start of maintenance:</p> <p style="padding-left: 40px;">a. A minimum of three focused pre-construction surveys on separate days, to determine the presence of Ridgway's rails in the facility project impact area outside the rail breeding season. Surveys will begin a maximum of 7 days prior to performing project construction and one survey will be conducted the day immediately prior to performing project construction. Immediately after the facility maintenance area is surveyed by a biologist, a 3- to 5-footall exclusionary fence with 2-inch mesh openings shall be installed at the upstream and downstream limits of the facility to discourage entry of Ridgway's rails into the construction area and to ensure that impact limits are not exceeded;</p> <p style="padding-left: 40px;">b. Before each day of maintenance begins, a Qualified Biologist shall survey the maintenance area to determine if Ridgway's rails have entered the facility impact area. If any rails are found within this area, the biologist will direct construction personnel to begin in an area away from the rails;</p> <p>The biologist will walk ahead of maintenance equipment to flush birds toward areas of the facility that will be avoided. The biologist will also record the number and location of any Ridgway's rails disturbed by project construction.</p>	
<p>MM-BIO-6: Avoidance of Raptor Breeding Impacts. Avoidance of Raptor Breeding Impacts. If maintenance is planned to occur during the raptor breeding season (January 15 through August 31), a pre-maintenance survey for active raptor nests shall be conducted in areas supporting suitable habitat.</p> <p>If active raptor nests are found, maintenance shall not occur within:</p> <ul style="list-style-type: none"> • 300 feet of a Cooper's hawk nest, • 900 feet of a northern harrier's nest, or • 300 feet of any other raptor's nest until the Qualified Biologist determines the nesting cycle is complete (i.e., when fledglings become independent). <p>If removal of any eucalyptus trees or other trees used by raptors for nesting within a maintenance area is proposed during the raptor breeding season (January 15 through August 31), a Qualified Biologist shall ensure that no raptors are nesting in such trees.</p> <p>If maintenance occurs during the raptor breeding season, a pre-maintenance survey shall be conducted and no maintenance shall occur within 300 feet of any nesting site of Cooper's hawk or other nesting raptor until the young fledge. Should the biologist determine that raptors are nesting, the trees shall not be removed until after the breeding season.</p> <p>In addition, if removal of grassland or other habitat appropriate for nesting by northern harriers, a Qualified Biologist shall ensure that no harriers are nesting in such areas. If maintenance occurs</p>	<ul style="list-style-type: none"> • Include EP in construction contractor specifications. • Retain copies of correspondence with MMC in the project file. • Retain a copy of the survey report and/or avoidance plan in the project file.

Environmental Protocols	Implementation, Monitoring / Reporting Action
<p>during the raptor breeding season, a pre-maintenance survey shall be conducted and no maintenance shall occur within 900 feet of any nesting site of northern harrier until the young fledge.</p> <p>Noise and other potential disturbance to active raptor nests from maintenance activities shall be minimized in accordance with MM-BIO-4.</p>	
<p>MM-BIO-7: Avoidance of California Gnatcatcher Breeding Impacts in MHPA. Prior to the preconstruction meeting, the ED/MMC shall verify that the MHPA boundaries, and the requirements regarding the coastal California gnatcatcher, as specified below, are shown on the Facility Maintenance Plans.</p> <p>No clearing, grubbing, grading, or other construction activities shall occur during the coastal California gnatcatcher breeding season (March 1 through August 15 on MHPA lands), until the following requirements have been met to the satisfaction of the ED/MMC:</p> <ol style="list-style-type: none"> 1. A Qualified Biologist (possessing a valid Endangered Species Act Section 10[a][1][a] Recovery Permit) shall survey those habitat areas within the MHPA that would be subject to construction noise levels exceeding 60 decibels [dB(A)] hourly average for the presence of the coastal California gnatcatcher. Surveys for coastal California gnatcatcher shall be conducted pursuant to the protocol survey guidelines established by USFWS within the breeding season prior to the commencement of any construction. <p>If coastal California gnatcatchers are present, then the following conditions must be met:</p> <ol style="list-style-type: none"> a. March 1 through August 15 on MHPA lands, no clearing, grubbing, or grading of occupied coastal California gnatcatcher habitat shall be permitted. Areas restricted from such activities shall be staked or fenced under the supervision of a Qualified Biologist; and b. March 1 through August 15 on MHPA lands, no construction activities shall occur within any portion of the site where construction activities would result in noise levels exceeding 60 dB(A) hourly average at the edge of occupied coastal California gnatcatcher habitat. An analysis showing that noise generated by construction activities would not exceed 60 dB(A) hourly average at the edge of occupied habitat must be completed by a Qualified Acoustician (possessing current noise engineer license or registration with monitoring noise level experience with listed animal species) and approved by the ED/MMC at least 2 weeks prior to the commencement of construction activities. Prior to the commencement of construction activities during the breeding season, areas restricted from such activities shall be staked or fenced under the supervision of a Qualified Biologist; or c. At least 2 weeks prior to the commencement of construction activities, under the direction of a Qualified Acoustician, noise attenuation measures (e.g., berms, walls) shall be implemented to ensure that noise levels resulting from construction activities would not exceed 60 dB(A) hourly average at the edge of habitat occupied by the coastal California gnatcatcher. Concurrent with the commencement of construction activities and the construction of necessary noise attenuation facilities, noise monitoring shall be conducted at the edge of the occupied habitat area to ensure that noise levels do not exceed 60 dB(A) hourly average. If the noise attenuation techniques implemented are determined to be inadequate by the Qualified Acoustician or Biologist, then the associated construction activities shall cease until such time that adequate noise attenuation is achieved or until the end of the breeding season (August 16). Construction noise monitoring shall continue to be monitored at least twice weekly on varying days, or more frequently depending on the construction activity, to verify that noise levels at the edge of occupied habitat are maintained below 60 dB(A) hourly average or to the ambient noise level if it already exceeds 60 dB(A) hourly average. If not, other measures shall be implemented in consultation with the biologist and the ED/MMC, as necessary, to reduce noise levels to below 60 dB(A) hourly average or to the ambient noise level if it already exceeds 60 dB(A) hourly average. Such measures may include, but are not limited to, limitations on the placement of construction equipment and the simultaneous use of equipment. <ol style="list-style-type: none"> 2. If coastal California gnatcatchers are not detected during the protocol survey, the Qualified Biologist shall submit substantial evidence to the ED/MMC and applicable resource agencies which demonstrates whether or not mitigation measures such as noise walls are necessary from March 1 through August 15 on MHPA lands as follows: <ol style="list-style-type: none"> a. If this evidence indicates that the potential is high for coastal California gnatcatcher to be present based on historical records or site conditions, then Condition 1(a) shall be adhered to as specified above. b. If this evidence concludes that no impacts to this species are anticipated, no mitigation measures would be necessary 	<ul style="list-style-type: none"> • Include EP in construction contractor specifications. • Retain copies of correspondence with MMC in the project file. • Retain a copy of the survey report and/or avoidance plan in the project file.

Environmental Protocols	Implementation, Monitoring / Reporting Action
Health and Safety Hazards	
<p>EP-HAZ-2: Hazardous Materials Contingency Plan. A <i>Hazardous Materials Contingency Plan</i> (HMCP) has been prepared for the proposed MWMP. City SWD shall ensure activities proposed under the MWMP demonstrate consistency with the approved HMCP. The intent of the HMCP is to provide guidance to maintenance crews/contractors who may encounter known or previously unknown soil or groundwater contaminants during the course of their work. The plan includes a discussion of known contaminants and common contaminants that may be encountered during maintenance activities, field screening and monitoring procedures, procedures for managing contaminated or potentially contaminated soil stockpiles, waste characterization sampling procedures and a description of potential soil disposal options. The plan also includes protocols for reporting suspected contaminants to the appropriate regulatory agency, authority to stop work, and other necessary information. The plan has been prepared under the direction of a licensed environmental professional experienced in the identification, assessment, handling, and disposal of contaminated soils and groundwater. Guidance and procedures presented in the plan conform with applicable federal, state, and local requirements.</p>	<ul style="list-style-type: none"> • Include the Hazardous Materials Contingency Plan in construction contractor specifications. • Site monitoring. • If suspected contaminants, follow reporting protocols.
<p>EP-HAZ-3: Facilities with Previously Unknown Hazards. If maintenance personnel encounter soils, surface water, groundwater, or other materials that they suspect are hazardous, an on-call 40-hour HAZWOPER-trained environmental professional experienced in the identification, assessment, handling, and disposal of contaminated soils and groundwater shall be contacted to assess the suspect materials. The environmental professional shall use field screening techniques appropriate for the suspect media to determine if it is likely hazardous or if additional testing or assessment is required. If the environmental professional determines that the suspect media is likely hazardous, the material shall be managed in accordance with the approved HMCP.</p>	<ul style="list-style-type: none"> • Include EP in maintenance personnel specifications. • Retain documentation related to retention of a qualified hazardous materials monitor. • If hazardous materials are encountered, document and retain records regarding discovery and management of hazardous materials.
Solid Waste	
<p>EP-SW-1: Waste Management Plan. The City of San Diego (City) Stormwater Department (SWD) has prepared a Waste Management Plan in accordance with the City's <i>California Environmental Quality Act Significance Determination Thresholds</i>. The <i>Waste Management Plan</i> adheres to the City's Guidelines for a Waste Management Plan. The <i>Waste Management Plan</i> includes a description of the project and overall timeline, and identifies the type and tonnage of waste that would be generated, identifies ways to manage or reduce the waste (e.g., source reduction, recycling, composting), summarizes and identifies the effectiveness of different measures used to reduce waste, and identifies a plan for implementation. The <i>Waste Management Plan</i> also identifies the name and location of recycling, reuse, and landfill facilities where recyclables and waste shall be taken if not reused on site.</p> <p>The <i>Waste Management Plan</i> shall be approved by the Environmental Services Department, and SWD shall ensure the approved Waste Management Plan is implemented prior to the start of any maintenance activity proposed under the <i>Municipal Waterways Maintenance Plan</i>.</p>	<ul style="list-style-type: none"> • Include the approved Waste Management Plan in construction contractor specifications. • Site monitoring.
<p>EP-SW-2: Reusable Materials. Soil, sand, and silt shall be screened to remove waste debris and re-used as fill material, aggregate, or other raw material unless conditions specified in the <i>Waste Management Plan</i> make the use of screening equipment inappropriate or infeasible. For maintenance activities in concrete-lined or earthen-bottom storm water facilities that are not located in areas with known contamination or where unexpected contamination is encountered, a shaker or comparable equipment to separate and/or sort material shall be used, unless conditions specified in the <i>Waste Management Plan</i> make the use of this equipment inappropriate or infeasible, to separate reusable and recyclable materials from non-reusable materials. Once excavated material has been placed in stockpiles, it shall be screened and separated with the use of a shaker or comparable equipment unless this process is found to be infeasible, per the specifications in the <i>Waste Management Plan</i>. Reusable materials (e.g., soil, sand, or silt) that have been separated out shall be diverted to other sites within the City that are in need of fill, aggregate, or other raw materials unless specific conditions provided in the <i>Waste Management Plan</i> indicate that reuse is not appropriate or feasible.</p>	<ul style="list-style-type: none"> • Include the approved Waste Management Plan in construction contractor specifications. • Site monitoring.
<p>EP-SW-3: Suitable Reuse. If not reused on site, excess fill dirt shall be beneficially reused by means of dirt brokers, or donated to another project, or advertised as available via print ad, online, or any other suitable means unless conditions specified in the <i>Waste Management Plan</i> make diversion of geologic materials infeasible.</p>	<ul style="list-style-type: none"> • Include the approved Waste Management Plan in construction contractor specifications. • Site monitoring.
<p>EP-SW-4: Green Waste. Green waste material shall be diverted from disposal and put to the highest and best use (e.g., compost or landfill cover), unless conditions specified in the <i>Waste Management Plan</i> make diversion of green waste infeasible.</p>	<ul style="list-style-type: none"> • Include the approved Waste Management Plan in construction contractor specifications. • Site monitoring.

Environmental Protocols	Implementation, Monitoring / Reporting Action
EP-SW-6: Material Diversion. When removal of sediments and debris from channels and storm drains are required, a preliminary estimate of the materials that can be diverted to beneficial use shall be made. Receipts from disposal, re-use, and recycling options shall indicate that 50% of materials are diverted. These uses shall include (a) recycling; (b) composting; (c) use as a fill material; (d) alternative daily cover; (e) land application; (f) cement, brick, block, or asphalt constituent; (g) road bed; (h) beach replenishment; or (i) other non-disposal use.	<ul style="list-style-type: none"> • Include EP in construction contractor specifications. • Site monitoring. • Retain a record of waste diversion in the project file.
EP-SW-7: Landfill Notification. Only facilities properly permitted by the state, County of San Diego, or local authorities, where applicable, shall be used. Notification shall be provided to the Miramar Landfill at least 24 hours in advance of bringing in 10 tons or more of waste in any 1 day, or 60 tons or more in any 1 month.	<ul style="list-style-type: none"> • Include EP in construction contractor specifications. • Retain a record of notifications to the Miramar Landfill in the project file. • Site monitoring.
EP-SW-8: Composting. Compostable green waste shall be taken to an approved composting facility, if available, unless conditions specified in the <i>Waste Management Plan</i> make diversion of green waste infeasible.	<ul style="list-style-type: none"> • Include the approved Waste Management plan in construction contractor specifications. • Site monitoring.
Aesthetics/Visual Effects and Neighborhood Character	
MM-AES-1: Visual Analysis for Program Activities. Where program activities, including construction of compensatory mitigation sites, would entail the introduction of new vegetation and (potential) substantial view blockage or interruption of a community plan identified vista, scenic view, or public vantage point, additional analysis shall be conducted. The analysis shall consider the nature of program-level activities; proximity to community plan identified vista, scenic view, or public vantage point; and potential for program-level activities to result in substantial, long-term view obstruction. If the analysis determines that substantial view obstruction may occur, then additional mitigation, including the selection of plants and trees with a shorter form, shall be considered in planting palettes to maintain existing view corridors at community plan identified views, scenic vistas, or public vantage points.	<ul style="list-style-type: none"> • Follow approved planting palettes. • Protect and avoid impacts to landmark trees.
Cultural	
MM-CR-1: Cultural Resources Monitoring and Treatment Plan (CRMTP). I. I. Prior to Start of Ground Disturbing Activities and as Determined Necessary by a Qualified Archaeologist's Review of the Proposed Maintenance Activity A. Preparation of CRMTP 1. Prior to the state of construction, the Principal Investigator (PI) archaeologist shall prepare a SRMTP that specifics and describes: <ol style="list-style-type: none"> The cultural resources Area of Potential Effect (APE) The roles and responsibilities of all parties involved in the monitoring and/or treatment program, including inter-agency relationships for the purposes of compliance with Section 106 of the National Historic Preservation Act (NHPA), California Environmental Quality Act (CEQA), and the City of San Diego (City) Historical Resources Regulations and Historical Resources Guidelines (HRG). Reporting protocols Construction monitoring methods Avoidance and protection measures for all cultural resources Procedures for evaluating resource significance and/or data recovery for significant resources (known and unanticipated discoveries) that cannot be avoided within the linear footprint, unless human remains are encountered and require removal for the purpose of repatriation. City established data recovery procedures include in-situ recordation, recovery, laboratory analysis, curation and/or repatriation, and reporting. Consultation obligations and timelines for providing feedback Post-construction requirements 	<ul style="list-style-type: none"> • The PI shall prepare the draft CRMTP and submit to the City of San Diego Point of Contact for review and to facilitate any stakeholder consultation obligations.

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<p>MM-CR-2: Avoidance of Cultural Resources. The following measure shall be implemented to protect known archaeological resources that may also be tribal resources (hereafter referred to as “cultural resources”) that have not been evaluated for significance or that have been evaluated as significant under Section 106 and CEQA.</p> <p>I. Prior to Start of Ground Disturbing Activities, and as Determined Necessary by a Qualified Archaeologist’s Review of the Proposed Maintenance Activity</p> <p>A. Identified cultural resources that have not been evaluated for significance or that have been evaluated as significant under Section 106 of the NHPA and/or CEQA, shall be avoided through project design. These include resources that were either found outside of the work limits or for which significance evaluation did not identify significant archaeological deposits within the work limits.</p>	<ul style="list-style-type: none"> Prior to the start of construction, the Principal Investigator (PI) archaeologist shall ensure that resource-specific avoidance measures are implemented to prevent unanticipated impacts. These measures may include exclusionary fencing, environmentally sensitive area signage, or other measures deemed as appropriate and as specified in the CRMTP.
<p>MM-CR-3: Construction Monitoring. The following monitoring program shall be implemented to protect unknown archaeological or tribal cultural resources that may be encountered during construction and/or maintenance-related activities.</p> <p>I. Prior to Permit Issuance or Bid Opening/Bid Award for Activities Marked as Requiring Further Review in Table 5.6-4, Archaeological Review Matrix, and as Determined Necessary by a Qualified Archaeologist’s Review of the Proposed Maintenance Activity.</p> <p>A. Entitlements Plan Check</p> <ol style="list-style-type: none"> Prior to permit issuance or Bid Opening/Bid Award, whichever is applicable, the Environmental Designee (ED) shall verify that the requirements for Archaeological Monitoring and Native American monitoring have been noted on the applicable construction documents through the plan check process. <p>B. Letters of Qualification have been submitted to ED</p> <ol style="list-style-type: none"> Prior to Bid Award, the City’s Stormwater Department (SWD) shall submit a letter of verification to Mitigation Monitoring Coordination (MMC) identifying the PI for the project and the names of all persons involved in the archaeological monitoring program, as defined in the City’s HRG. If applicable, individuals involved in the archaeological monitoring program must have completed the 40-hour HAZWOPER training with certification documentation. MMC will provide a letter to SWD confirming the qualifications of the PI and all persons involved in the archaeological monitoring of the project meet the qualifications established in the HRG. Prior to the start of work, SWD must obtain written approval from MMC for any personnel changes associated with the monitoring program. <p>II. Prior to Start of Construction</p> <p>A. Verification of Records Search</p> <ol style="list-style-type: none"> The PI shall provide verification to MMC that a site-specific records search (1/4 mile radius) has been completed. Verification includes, but is not limited to a copy of a confirmation letter from South Coastal Information Center, or, if the search was in-house, a letter of verification from the PI stating that the search was completed. The letter shall introduce any pertinent information concerning expectations and probabilities of discovery during trenching and/or grading activities. The PI may submit a detailed letter to MMC requesting a reduction to the ¼ mile radius. <p>B. PI Shall Attend Precon Meetings</p> <ol style="list-style-type: none"> Prior to beginning any work that requires monitoring; SWD shall arrange a Precon Meeting that shall include the PI, Native American consultant/monitor (where Native American resources may be impacted), MMC representative, Project Consultant(s), SWD, Construction Manager (CM) (if applicable), Resident Engineer (RE) (if applicable), and other parties of interest. 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. 	<ul style="list-style-type: none"> Note monitoring requirements in contract documents. Verify PI qualifications and submit for approval. Verify records check has been completed. Attend Precon meeting, notify all parties of monitoring criteria. Monitor not required unless ground disturbance or grading occurs. Review work stoppage and notification process with contractor, in the event that discovery occurs during construction activities.

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<p>a. If the PI is unable to attend the Precon Meeting, SWD shall schedule a focused Precon Meeting with MMC, the PI, RE, or CM, if appropriate, prior to the start of any work that requires monitoring.</p> <p>2. Acknowledgement of Responsibility for Curation (Capital Improvement Program or Other Public Projects)</p> <p>SWD shall submit a letter to MMC acknowledging their responsibility for the cost of curation associated with all phases of the archaeological monitoring program.</p> <p>3. Identify Areas to be Monitored</p> <p>a. Prior to the start of any work that requires monitoring, the PI shall submit an Archaeological Monitoring Exhibit (AME) (with verification that the AME has been reviewed and approved by the Native American consultant/monitor when Native American resources may be impacted) based on the appropriate construction documents (reduced to 11x17) to MMC identifying the areas to be monitored including the delineation of grading/excavation limits.</p> <p>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).</p> <p>c. MMC shall notify the PI that the AME has been approved.</p> <p>4. When Monitoring Will Occur</p> <p>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.</p> <p>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.</p> <p>5. Approval of AME and Construction Schedule</p> <p>After approval of the AME by MMC, the PI shall submit to MMC written authorization of the AME and Construction Schedule from the CM.</p> <p>II. During Construction</p> <p>A. Monitor Shall be Present During Grading/Excavation/Trenching</p> <p>1. The Archaeological Monitor shall be present full-time during all soil disturbing and grading/excavation/trenching activities which could result in impacts to archaeological resources as identified on the AME. The Construction Manager is responsible for notifying the RE, PI, and MMC of changes to any construction activities such as in the case of a potential safety concern within the area being monitored. In certain circumstances OSHA safety requirements may necessitate modification of the AME.</p> <p>2. The Native American consultant/monitor shall determine the extent of their presence during soil disturbing and grading/excavation/trenching activities based on the AME and provide that information to the PI and MMC. If prehistoric resources are encountered during the Native American consultant/monitor's absence, work shall stop and the Discovery Notification Process detailed in Section III.B-C and IV.A-D shall commence.</p> <p>3. The PI may submit a detailed letter to MMC during construction requesting a modification to the monitoring program when a field condition such as modern disturbance post-dating the previous grading/trenching activities, presence of fossil formations, or when native soils are encountered that may reduce or increase the potential for resources to be present.</p> <p>4. The archaeological and Native American consultant/monitor shall document field activity via the Consultant Site Visit Record (CSVr). The CSVr's shall be emailed by the CM to the RE the first day of monitoring, the last day of</p>	

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<p>monitoring, monthly (Notification of Monitoring Completion), and in the case of ANY discoveries. The RE shall forward copies to MMC.</p> <p>B. Discovery Notification Process</p> <ol style="list-style-type: none"> 1. In the event of a discovery, the Archaeological Monitor shall direct the contractor to temporarily divert all soil disturbing activities, including but not limited to digging, trenching, excavating or grading activities in the area of discovery and in the area reasonably suspected to overlay adjacent resources and immediately notify the RE, 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 email with photos of the resource in context, if possible. 4. No soil shall be exported off-site until a determination can be made regarding the significance of the resource specifically if Native American resources are encountered. <p>C. Determination of Significance</p> <ol style="list-style-type: none"> 1. The PI and Native American consultant/monitor, where Native American resources are discovered shall evaluate the significance of the resource. If Human Remains are involved, follow protocol in Section IV below. <ol style="list-style-type: none"> a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required. b. If the resource is significant, the PI shall submit an Archaeological Data Recovery Program (ADRP) and obtain written approval of the program from MMC, CM, and RE. ADRP and any mitigation must be approved by MMC, RE, and/or CM before ground disturbing activities in the area of discovery will be allowed to resume. Note: If a unique archaeological site is also an historical resource as defined in CEQA Section 15064.5, then the limits on the amount(s) that a project applicant may be required to pay to cover mitigation costs as indicated in CEQA Section 21083.2 shall not apply. <ol style="list-style-type: none"> 1) Note: For pipeline trenching and other linear projects in the public Right-of-Way, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under "D." c. If the resource is not significant, the PI shall submit a letter to MMC indicating that artifacts will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that that no further work is required. <ol style="list-style-type: none"> 1) Note: For Pipeline Trenching and other linear projects in the public Right-of-Way, if the deposit is limited in size, both in length and depth; the information value is limited and is not associated with any other resource; and there are no unique features/artifacts associated with the deposit, the discovery should be considered not significant. 2) Note, for Pipeline Trenching and other linear projects in the public Right-of-Way, if significance cannot be determined, the Final Monitoring Report and Site Record (DPR Form 523A/B) shall identify the discovery as Potentially Significant. <p>D. Discovery Process for Significant Resources – Pipeline Trenching and other Linear Projects in the Public Right-of-Way</p> <p>The following procedure constitutes adequate mitigation of a significant discovery encountered during pipeline trenching activities or for other linear project types within the Public Right-of-Way including but not limited to excavation for jacking pits, receiving pits, laterals, and manholes to reduce impacts to below a level of significance:</p> <ol style="list-style-type: none"> 1. Procedures for documentation, curation and reporting 	

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<ul style="list-style-type: none"> 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 HRG. 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. 	
<p>√. Discovery of Human Remains</p>	
<p>If human remains are discovered, work shall halt in that area and no soil shall be exported off-site until a determination can be made regarding the provenance of the human remains; and the following procedures as set forth in CEQA Section 15064.5(e), the California Public Resources Code (Sec. 5097.98) and State Health and Safety Code (Sec. 7050.5) shall be undertaken</p>	
<ul style="list-style-type: none"> A. Notification <ul style="list-style-type: none"> 1. Archaeological Monitor shall notify the RE, as appropriate, MMC, and the PI, if the Monitor is not qualified as a PI. MMC will notify the appropriate Senior Planner in the Environmental Analysis Section (EAS) of the Development Services Department to assist with the discovery notification process. 2. The PI shall notify the Medical Examiner after consultation with the RE, either in person or via telephone. B. Isolate discovery site <ul style="list-style-type: none"> 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 <ul style="list-style-type: none"> 1. The Medical Examiner will notify the Native American Heritage Commission (NAHC) within 24 hours. By law, ONLY the Medical Examiner can make this call. 2. NAHC will immediately identify the person or persons determined to be the Most Likely Descendent (MLD) and provide contact information. 3. The MLD will contact the PI within 24 hours or sooner after the Medical Examiner has completed coordination, to begin the consultation process in accordance with CEQA Section 15064.5(e), the California Public Resources and Health & Safety Codes. 4. The MLD will have 48 hours to make recommendations to the property owner or representative, for the treatment or disposition with proper dignity, of the human remains and associated grave goods. 5. Disposition of Native American Human Remains will be determined between the MLD and the PI, and, if: <ul style="list-style-type: none"> a. The NAHC is unable to identify the MLD, OR the MLD failed to make a recommendation within 48 hours after being granted access to the site, OR; b. The landowner or authorized representative rejects the recommendation of the MLD and mediation in accordance with PRC 5097.94 (k) by the NAHC fails to provide measures acceptable to the landowner, the landowner shall reinter the 	

Environmental Protocols	Implementation, Monitoring / Reporting Action
<p>human remains and items associated with Native American human remains with appropriate dignity on the property in a location not subject to further and future subsurface disturbance, THEN</p> <p>c. To protect these sites, the landowner shall do one or more of the following:</p> <ol style="list-style-type: none"> 1) Record the site with the NAHC; 2) Record an open space or conservation easement; or 3) Record a document with the County. The document shall be titled "Notice of Reinterment of Native American Remains" and shall include a legal description of the property, the name of the property owner, and the owner's acknowledged signature, in addition to any other information required by PRC 5097.98. The document shall be indexed as a notice under the name of the owner. <p>d. Upon the discovery of multiple Native American human remains during a ground disturbing land development activity, the landowner may agree that additional conferral with descendants is necessary to consider culturally appropriate treatment of multiple Native American human remains. Culturally appropriate treatment of such a discovery may be ascertained from review of the site utilizing cultural and archaeological standards. Where the parties are unable to agree on the appropriate treatment measures the human remains and items associated and buried with Native American human remains shall be reinterred with appropriate dignity, pursuant to Section 5.c., above.</p> <p>D. If Human Remains are NOT Native American</p> <ol style="list-style-type: none"> 1. The PI shall contact the Medical Examiner and notify them of the historic era context of the burial. 2. The Medical Examiner will determine the appropriate course of action with the PI and City staff (PRC 5097.98). 3. If the remains are of historic origin, they shall be appropriately removed and conveyed to the San Diego Museum of Man for analysis. The decision for internment of the human remains shall be made in consultation with MMC, EAS, SWD/landowner, any known descendant group, and the San Diego Museum of Man. <p>✓. Night and/or Weekend Work</p> <p>A. If night and/or weekend work is included in the contract</p> <ol style="list-style-type: none"> 1. When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the precon meeting. 2. The following procedures shall be followed. <ol style="list-style-type: none"> a. No Discoveries In the event that no discoveries were encountered during night and/or weekend work, the PI shall record the information on the CSV and submit to MMC via email by 8AM of the next business day. b. Discoveries All discoveries shall be processed and documented using the existing procedures detailed in Sections III - During Construction, and IV – Discovery of Human Remains. Discovery of human remains shall always be treated as a significant discovery. c. Potentially Significant Discoveries If the PI determines that a potentially significant discovery has been made, the procedures detailed under Section III - During Construction and IV-Discovery of Human Remains shall be followed. d. The PI shall immediately contact the RE and MMC, or by 8AM of the next business day to report and discuss the findings as indicated in Section III-B, unless other specific arrangements have been made. <p>B. If night and/or weekend work becomes necessary during the course of construction</p>	

Environmental Protocols	Implementation, Monitoring / Reporting Action
<p>1. The Construction Manager shall notify the RE, as appropriate, a minimum of 24 hours before the work is to begin.</p> <p>2. The RE, as appropriate, shall notify MMC immediately.</p> <p>C. All other procedures described above shall apply, as appropriate.</p> <p>f. Post Construction</p> <p>A. Submittal of Draft Monitoring Report</p> <p>1. The PI shall submit two copies of the Draft Monitoring Report (even if negative), prepared in accordance with the City's HRG (Appendix C/D) which describes the results, analysis, and conclusions of all phases of the Archaeological Monitoring Program (with appropriate graphics) to MMC via the RE for review and approval within 90 days following the completion of monitoring. It should be noted that if the PI is unable to submit the Draft Monitoring Report within the allotted 90-day timeframe as a result of delays with analysis, special study results or other complex issues, a schedule shall be submitted to MMC establishing agreed due dates and the provision for submittal of monthly status reports until this measure can be met.</p> <p>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.</p> <p>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 HRG, and submittal of such forms to the South Coastal Information Center with the Final Monitoring Report.</p> <p>2. MMC shall return the Draft Monitoring Report to the PI via the RE for revision or, for preparation of the Final Report.</p> <p>3. The PI shall submit revised Draft Monitoring Report to MMC via the RE for approval.</p> <p>4. MMC shall provide written verification to the PI of the approved report.</p> <p>5. MMC shall notify the RE, as appropriate, of receipt of all Draft Monitoring Report submittals and approvals.</p> <p>B. Handling of Artifacts</p> <p>1. The PI shall be responsible for ensuring that all cultural remains collected are cleaned and catalogued.</p> <p>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.</p> <p>C. Curation of artifacts: Accession Agreement and Acceptance Verification</p> <p>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.</p> <p>2. When applicable to the situation, the PI shall include written verification from the Native American consultant/monitor indicating that Native American resources were treated in accordance with state law and/or applicable agreements. If the resources were reinterred, verification shall be provided to show what protective measures were taken to ensure no further disturbance occurs in accordance with Section IV – Discovery of Human Remains, Subsection C.</p> <p>3. The PI shall submit the Accession Agreement and catalogue record(s) to the RE, as appropriate for donor signature with a copy submitted to MMC.</p> <p>4. The RE, as appropriate shall obtain signature on the Accession Agreement and shall return to PI with copy submitted to MMC.</p> <p>5. The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE and MMC.</p> <p>D. Final Monitoring Report(s)</p>	

Environmental Protocols	Implementation, Monitoring / Reporting Action
<ol style="list-style-type: none"> 1. The PI shall submit one copy of the approved Final Monitoring Report to the RE 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. 	
<p>MM-CR-4: Evaluation of Program-Level Activities. Prior to the initiation of any program-level activities in new locations that have not previously identified in Table 5.6-4, Archaeological Review Matrix, and Table 5.6-5, Non-Exempt Activities, and prior to the initiation of non-exempt program-level activities in new locations that have not been previously identified in Table 5.6-6, Historical Resources Review Matrix, and Table 5.6-7, Program-Level Activities Exempt from Further Historical Review, the activity and specific location shall be evaluated by a qualified PI. The evaluation shall determine (a) the presence (or lack thereof) of archaeological and/or historical resources located within the APE; (b) whether identified resources have been previously evaluated and (c) whether a site visit is necessary to determine the cultural sensitivity and the extent of previous ground disturbance. If determined to be necessary, site visits and related documentation shall be conducted.</p>	<ul style="list-style-type: none"> • Evaluate proposed activity and location.
Land Use Adjacency	
<p>EP-LU-1: MSCP/MHPA – Land Use Adjacency Guidelines. Land uses planned or existing adjacent to the MHPA include single and multiple family residential, active recreation, commercial, industrial, agricultural, landfills, and extractive uses. Land uses adjacent to the MHPA will be managed to ensure minimal impacts to the MHPA. Consideration will be given to good planning principles in relation to adjacent land uses as described below. The following are adjacency guidelines that will be addressed, on a project-by-project basis, during either the planning (new development) or management (new and existing development) stages to minimize impacts and maintain the function of the MHPA. Implementation of these guidelines is addressed further in Section 1.5, Framework Management Plan. Many of these issues will be identified and addressed through the CEQA Process.</p> <ol style="list-style-type: none"> 1. 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. This can be accomplished using a variety of methods including natural detention basins, grass swales or mechanical trapping devices. These systems should be maintained approximately once a year, or as often as needed, to ensure proper functioning. Maintenance should include dredging out sediments if needed, removing exotic plant materials, and adding chemical-neutralizing compounds (e.g., clay compounds) when necessary and appropriate. 2. Toxics. Land uses, such as recreation and agriculture, that use chemicals or generate by-products such as manure, that are potentially toxic or impactive 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. Such measures should include drainage/detention basins, swales, or holding areas with non-invasive grasses or wetland-type native vegetation to filter out the toxic materials. Regular maintenance should be provided. Where applicable, this requirement should be incorporated into leases on publicly owned property as leases come up for renewal. 3. 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. 4. 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. Excessively noisy uses or activities adjacent to breeding areas must incorporate noise reduction measures and be curtailed during the breeding season of sensitive species. Adequate noise reduction measures should also be incorporated for the remainder of the year. 5. 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. 	<ul style="list-style-type: none"> • Include EP in construction contractor specifications. • Include EP in construction-level grading plans.

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<p>6. Invasives. No invasive non-native plant species shall be introduced into areas adjacent to the MHPA.</p> <p>7. Brush Management. New residential development located adjacent to and topographically above the MHPA (e.g., along canyon edges) must be set back from slope edges to incorporate Zone 1 brush management areas on the development pad and outside of the MHPA. Zones 2 and 3 will be combined into one zone (Zone 2) and may be located in the MHPA upon granting of an easement to the City (or other acceptable agency) except where narrow wildlife corridors require it to be located outside of the MHPA. Zone 2 will be increased by 30 feet, except in areas with a low fire hazard severity rating where no Zone 2 would be required. Brush management zones will not be greater in size that is currently required by the City's regulations. The amount of woody vegetation clearing shall not exceed 50 percent of the vegetation existing when the initial clearing is done. Vegetation clearing shall be done consistent with City standards and shall avoid/minimize impacts to covered species to the maximum extent possible. For all new development, regardless of the ownership, the brush management in the Zone 2 area will be the responsibility of a homeowners association or other private party. For existing project and approved projects, the brush management zones, standards and locations, and clearing techniques will not change from those required under existing regulations.</p> <p>8. Grading/Land Development. Manufactured slopes associated with site development shall be included within the development footprint for projects within or adjacent to the MHPA.</p>	

Appendix I

Noise Monitoring Report

Memorandum

HELIX Environmental Planning, Inc.
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La Mesa, CA 91942
CharlesT@helixepi.com
619.462.1515 tel
619.462.0552 fax
www.helixepi.com



Date: June 14, 2018
To: Sally Trnka
Cc: Shelby Howard
From: Charles Terry
Subject: Noise Control Planning for El Cuervo Del Sur Phase II
HELIX Proj. No: SDD-24.35

Message: At your request, I have reviewed the potential noise impacts from the construction expected to occur in the proposed El Cuervo Del Sur Phase II restoration area. This planning information is based on reasonable equipment expectations and estimations of noise impacts; but is not a guarantee that equipment could not create louder impacts than predicted. For the purposes of this report, construction work is assumed to occur during the breeding season of several sensitive bird species.

Noise Control Requirements

The City of San Diego Multiple Species Conservation Program (MSCP) and other state and federal regulations require that noise levels do not exceed an hourly limit of 60 A-weighted decibels (dBA L_{EQ}) at the edge of occupied habitat during the breeding season for least Bell's vireo (*Vireo bellii pusillus*; LBVI), light-footed Ridgway's rail (*Rallus obsoletus levipes*; LFRR), and coastal California gnatcatcher (*Polioptila californica californica*; CAGN). If the existing ambient noise level is above 60 dBA L_{EQ} , the allowable noise level increase over ambient conditions is restricted to 3 dBA L_{EQ} or less in occupied habitat during the breeding seasons for CAGN (March 1 to August 15), and LBVI/LFRR (March 15 to September 15).

The dominant local noise source in the project site vicinity is traffic along the Interstate 5 freeway west of the site. An initial site visit conducted on April 13, 2016 at approximately 11:45 a.m. documented audible but distant traffic noise, with no other significant noise sources in the area. The ambient level was presumed to be below 60 dBA L_{EQ} , and no measurement was made at the site; therefore, the applicable noise control limit for construction operations is 60 dBA L_{EQ} .

Memorandum (cont.)

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www.helixepi.com



Noise Control Planning Information

The noise control planning presented in this report only addresses construction work needed to grade the proposed El Cuervo del Sur Phase II restoration area, and potential habitat for the LBVI and LFRR located northwest of the line noted as 'Limits of Potentially Occupied Habitat' on Figure 1 *Unmitigated Construction Noise Impacts*. The Phase II construction area is approximately 125 feet (ft) from potential habitat at its closest point, 215 ft from potential habitat at its center, and 375 ft from potential habitat at its most distant corner (all distances are measured from aerial photograph and not based on a survey). CAGN potential habitat is further from the restoration area where noise would not exceed 60 dBA LEQ. Pre-construction surveys for this species may locate this species closer than anticipated, in which case additional monitoring and/or noise control measures may be necessary.

Potential Construction Noise Impacts

A list of specific construction equipment planned for Phase II restoration grading is not available; however, it is reasonable to assume that equipment similar to that used to construct the Phase I restoration area immediately to the south would be used. Some of the construction equipment does not have a standard basis for noise planning, in which case estimated levels were used (typical 50-foot value). Table 1 presents the estimated average hourly noise levels (based on distance and hourly utilization) for potential equipment working at approximately 125, 215, and 375 ft from the edge of potentially occupied habitat, as well as a planning distance for this equipment to 60 dBA LEQ.

Table 1 EQUIPMENT NOISE LEVELS				
Equipment	Noise Level at 50 feet (dBA, L_{MAX})	Percentage Operation During Average Hour (percent)	Distance to 60 dBA LEQ (ft)	Noise Impacts at 125/215/375 ft (dBA LEQ)
Medium Dozer	81	40	355	73.5/64.4/59.4
Front-end Loader	78	40	255	70.5/61.4/56.5
Cat 330 Excavator	85	40	563	77.5/68.4/63.5
Skid Steer	75	50	177	67.5/58.4/53.5
Backhoe	78	40	251	70.5/61.4/56.5

Note: While an integral part of the project, the noise associated with the use of a dump truck was not analyzed. It is assumed the dump truck would travel along the western roadway and then shut

Memorandum (cont.)

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down (not left idling) while being filled. As a moving vehicle the noise impacts are considered limited at any one location.

Note: If a single piece of construction equipment is used at a distance greater than listed for a maximum noise of 60 dBA L_{EQ} (Table 1), then no barrier would be required.

Noise Control

As noted above, standalone equipment impacts for a worst-case consideration would be from an excavator working at a location closest to the habitat with a noise impact as high as 77.5 dBA L_{EQ}. Without noise control, a full-size excavator would not be in compliance at any location within the planned work area. Likewise, without mitigation, a medium-size dozer would only be in compliance at the most distant location. It is therefore assumed that work during the breeding season for this project will require noise control.

Three different barrier location scenarios were considered for construction noise control: (1) along the edge of potentially occupied habitat shown on Figure 1 (predominately the edge of the roadway distant from the work area); (2) the northwestern edge of the Phase II restoration area; and (3) adjacent to working equipment. A 10-foot barrier, which is typical for noise barriers, and a shorter 8-foot barrier are considered. Noise reduction provided by these three alternatives at various distances is presented in Table 2.

Table 2				
NOISE BARRIER EFFECTIVENESS				
Barrier Height (feet)	Distance (feet)	Noise Reduction (dBA)		
		Edge of Potentially Occupied Habitat	Edge of Phase II Restoration	Adjacent to Equipment
10	125	13.0	10.0	11.0
10	215	10.6	4.6	10.4
8	215	9.1	4.1	4.6
8	375	6.9	4.2	4.3

If all construction work were to occur within the breeding season(s), both a barrier along the northwestern edge of the restoration site and a barrier located adjacent to equipment are considered infeasible. A barrier along the edge of the Phase II restoration area is not considered feasible because, due to site topography, it would provide a slightly lower decibel reduction while simultaneously limiting the ability to maneuver an excavator and dozer along the edge of the proposed restoration area where elevations need to tie in to existing topography. A barrier adjacent to working equipment, which is mobile, could only be used if limited work in small portions of

Memorandum (cont.)

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the site is needed during the breeding season. An 8-foot barrier could be used if the project is partially completed outside the breeding season and only work further away from potentially occupied habitat is needed during the breeding season, otherwise, a 10-foot barrier would be required to provide adequate noise reduction.

Based on the restrictions described, the only feasible location for a noise barrier is along the edge of potentially occupied habitat. Most of the potential construction noise could be reduced to a level below 60 dBA L_{EQ} by breaking the line of site between the noise source and the potentially occupied habitat with a solid 10-foot high noise control barrier located along the eastern side of the dirt access road. An exception to this would be if a large excavator was operating continuously at full power directly adjacent the closest edge of the habitat. Tables 3, 4, and 5 summarize noise reduction that would be provided for various equipment operating within the restoration site at the closest, central, and furthest points from potentially occupied habitat.

Table 3 NOISE REDUCTION PROVIDED BY A 10-FOOT BARRIER LOCATED AT THE EDGE OF POTENTIALLY OCCUPIED HABITAT			
Equipment	Noise Reduction (dBA L_{EQ})		
	125 Ft	215 Ft	375 Ft
Medium Dozer	60.5	53.8	50.3
Front-end Loader	57.5	50.8	47.4
Cat 330 Excavator	64.5	57.8	54.4
Skid Steer	54.5	47.8	44.4
Backhoe	57.5	50.8	47.4

Table 4 NOISE REDUCTION PROVIDED BY A 10-FOOT BARRIER LOCATED AT THE EDGE OF PHASE II RESTORATION			
Equipment	Noise Reduction (dBA L_{EQ})		
	125 Ft	215 Ft	375 Ft
Medium Dozer	63.5	59.8	52.5
Front-end Loader	60.5	56.8	49.6
Cat 330 Excavator	67.5	63.8	56.6
Skid Steer	57.5	53.8	46.6
Backhoe	60.5	56.8	49.6

Memorandum (cont.)

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Table 5 NOISE REDUCTION PROVIDED BY A 10-FOOT BARRIER LOCATED ADJACENT TO EQUIPMENT			
Equipment	Noise Reduction (dBA L_{EQ})		
	125 Ft	215 Ft	375 Ft
Medium Dozer	62.5	54	55.1
Front-end Loader	59.5	51	52.2
Cat 330 Excavator	66.5	58	59.2
Skid Steer	56.5	48	49.2
Backhoe	59.5	51	52.2

Specific Noise Control Planning

Based on the analysis of existing site topography, vegetation, and presumed equipment use, the results of the noise modeling indicate that there is one feasible noise attenuation scenario – locating a 10-foot tall noise barrier along the edge of potentially occupied habitat within Los Peñasquitos Creek.

Noise Barrier Specifications

A temporary noise barrier would consist of a single, solid sound attenuation wall. The height of the barrier would be measured based on the finished grade at the noise source(s). The barrier would be constructed of masonry, wood, plastic, fiberglass, steel, hay bales, noise control blankets, or a combination of these materials, with no cracks or gaps through or below the barrier. Any seams or cracks would be filled or caulked. If wood is used, it can be tongue-and-groove design and should be at least one-inch thick or have a surface density of at least 3.5 pounds per square foot (3/4-inch thick plywood). Sheet metal of 18-gauge (minimum) may be used, if it meets the other criteria and is properly supported and stiffened so that it does not rattle or create noise itself from vibration or wind. Any doors or gates will be designed with overlapping closures on the bottom and sides and meet the minimum specifications of the wall materials described above. Any gates will be of 0.75-inch thick or thicker wood, solid-sheet metal of at least 18-gauge metal, or an exterior-grade solid-core steel door with prefabricated door jambs. The 18-gauge thickness may be met with two layers of 22-gauge metal or similar.

Memorandum (cont.)

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Noise Barrier Construction

Temporary noise barriers may take many forms. Examples include:

1. Solid 10-foot tall plywood fence with no cracks or gaps mounted to ground embedded verticals.
2. K-rail (with pipe holes in top) used as a base for plywood panels made with steel pipes fitting inside the K-rail holes. These may be picked up and moved as needed with a loader or excavator.
3. Noise blankets mounted to construction scaffolding. Scaffolding (of appropriate height) can be set up and covered with noise blankets with a Sound Transmission Class 19 rating or better. Other mounting options that may be available include poles (ground mounted or with large base mounts) with cable or pipe tops. Several contractors supply noise blankets for rental.
4. Hay (straw) bales can be stacked in a semi-circle to provide a simple barrier around units such as pumps.
5. Plywood frames, consisting of one or two sheets of plywood nailed to a 2-by-4 frame with kicker type legs.

DISCLAIMER: Barriers may fall or blow over and may create a safety hazard. Specifically, barriers in excess of 6 feet in height normally require planning to provide wind loading safety. HELIX assumes no responsibility for barrier installation or construction. All responsibility for the safe planning, set up, installation, and maintenance is the sole liability of the contractor.

Noise Monitoring

If construction activities occur during the sensitive bird breeding seasons specified, active noise monitoring would likely occur behind the noise wall, approximately 10 feet inside of potentially occupied habitat. Monitoring would be provided as follows: (1) at the start of construction to determine initial compliance, and (2) weekly during the construction period to confirm continued compliance. Weekly monitoring would occur in one of two ways: (1) as an unannounced visit by a trained noise monitor, or (2) with the use of an unmanned monitor from which data would be retrieved on a weekly basis. Noise monitoring conducted by a noise monitor would last at least one hour. Some form of weekly noise monitoring would continue as long as construction work was occurring during the breeding season, and the results of the monitoring would be submitted to the City on a weekly basis.

ATTACHMENT F

**IN-USE OFF-ROAD DIESEL FUELED FLEET REGULATION (OFF-ROAD REGULATION)
COMPLIANCE (CARB)**

ATTACHMENT F

IN-USE OFF-ROAD DIESEL FUELED FLEET REGULATION (OFF-ROAD REGULATION) COMPLIANCE

The California Air Resources Board (CARB) approved amendments to the Off-Road Regulations which can be found at 13 California Code of Regulations (CCR) sections 2449, 2449.1, and 2449.2. These amendments apply to any person, business, or government agency who owns or operates within California any vehicles with a diesel-fueled or alternative diesel fueled off-road compression-ignition engine with maximum power (max hp) of 25 horsepower (hp) or greater provided that the vehicle cannot be registered and driven safely on-road or was not designed to be driven on-road, even if it has been modified so that it can be driven safely on-road. See 13 CCR section 2449 (b) for the full list of vehicles covered by these Off-Road Regulations.

Beginning **January 1, 2024**, Contractor shall be subject to the requirements below. No Contractor or public works awarding body, as applicable, shall enter into a contract with a fleet for which it does not have a valid Certificate of Reported Compliance for the fleet and its listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet. Contractor shall comply with the following requirements:

- (1) For a project involving the use of vehicles subject to the Off-Road Regulation, Contractor must obtain copies of the valid Certificates of Reported Compliance, as described in 13 CCR section 2449(n), for the fleet selected for this Contract and their listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet and provide copies of such Certificates of Reported Compliance to the City within 10 days of issuance of the Notice of Intent to Award letter. Contractor shall enter into a contract with a fleet for which it does not have a valid Certificates of Reported Compliance for the fleet and its listed subcontractors. City shall not enter into a contract with Contractor until all current Certificates of Reported Compliance for the fleet to be used on this Project are provided by Contractor.
- (2) The Certificates of Reported Compliance received by Contractor for this Project must be retained by Contractor for three years after the Project's completion. Upon request by CARB, these records must be provided to CARB within five business days of the request. Additionally, upon request by City, these records must be produced to City within five business days of the request.
- (3) For emergency contracts that meet the definition of "emergency operations" as defined in 13 CCR section 2449(c)(18), they are exempt from the requirements in 13 CCR section 2449(i)(1)-(3) and sections (1) and (2) above, but must still retain records verifying vehicles subject to the regulation that are operating on the "emergency operations" project are actually being operated on the project for "emergency operations" only. These records, as described in more detail below in section (B) must be retained by Contractor for three years after completion of the Project and upon request from either CARB or the City, Contractor shall provide those records to the requesting party within five business days. All other emergency contracts that do not meet the definition of "emergency operations" must comply with the requirements above and 13 CCR section 2449(i)(1) – (3).

- A. "Emergency Operations" is defined as:
1. Any activity for a project conducted during emergency, life threatening situations, where a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or an essential public service; or in conjunction with any officially declared disaster or state of emergency, as declared by an authorized health officer, agricultural commissioner, fire protection officer, or other authorized health officer;
 2. Any activity for a project conducted by essential service utilities to provide electricity, natural gas, telephone, water, or sewer during periods of service outages and emergency; or
 3. Operations including repairing or preventing damage to roads, buildings, terrain, and infrastructure as a result of an earthquake, flood, storm, fire, other infrequent act of nature, or terrorism. Routine maintenance or construction to prevent public health risks does not constitute emergency operations under the Off-Road Regulations.
- B. The records retained by Contractor for "emergency operations" projects must include:
1. A description of the emergency;
 2. The address or a description of the specific location of the emergency;
 3. The dates on which the emergency operations were performed; and
 4. An attestation by the fleet that the vehicles are operated on the Project for "emergency operations" only.

Beginning **January 1, 2024**, Contractor is also subject to the requirements described in 13 CCR section 2449(j).

- (1) Between March 1 and June 1 of each year, Contractor must collect new valid Certificates of Reported Compliance for the current compliance year, as defined in 13 CCR section 2449(n), from all fleets that have an ongoing contract with Contractor as of March 1 of that year. Contractors shall not write contracts to evade this requirement.
- (2) Contractor shall only allow fleets with valid Certificates of Reported Compliance on the Contractor's job sites.
- (3) If Contractor discovers that any fleet intending to operate vehicles subject to this regulation for Contractor does not have a valid Certificate of Reported Compliance, as defined in 13 CCR section 2449(n), or if Contractor observes any noncompliant vehicles subject to the regulation on Contractor's job site, then Contractor must report the that to CARB at <https://calepacomplaints.secure.force.com/complaints/Complaint>, or email **dieselcomplaints@arb.ca.gov**, for each fleet without a valid Certificate of Reported Compliance or each noncompliant vehicle,

as applicable, within five business days of such discovery. See 13 CCR 2449(n) for the information required to be disclosed to CARB when reporting non-compliance.

(4) Upon request by CARB, Contractor must immediately disclose to CARB the name and contact information of each responsible party for all vehicles subject to this regulation operating at the job site or for Contractor.

(5) Contractor shall prominently display signage for any project where vehicles subject to this Off-Road Regulation will operate for 8 calendar days or more. The signage must be posted by the eighth calendar day from which the first vehicle operates. The signage will be in lettering larger than size 14-point type and displayed in a conspicuous place where notices to employees are customarily posted at the job site or where there is employee foot traffic. If one of the above locations is also viewable by the public, it should be posted at that location. An exemption to this posting requirement is permitted if the operational time of a project is 7 calendar days or less. The signage must include the following language, verbatim:

(A) Who does the In-Use Off-Road Regulation Apply to?

The In-Use Off-Road Diesel-Fueled Fleets Regulation (Off-Road Regulation) applies to all self-propelled off-road diesel vehicles 25 horsepower or greater and most two-engine vehicles (except on-road two-engine sweepers) owned or operated in California. This includes vehicles that are rented or leased (rental or leased fleets)."

(B) "In-Use Off-Road Regulation Requirements

Idling Limit: Vehicles cannot idle longer than five minutes. There are exceptions for vehicles that need to idle to perform work.

Labeling: Vehicles must be labeled with a CARB assigned equipment identification number (EIN). The EIN shall be white on a red background, unless the vehicle is part of a captive attainment area fleet, in which case the EIN shall be white on a green background.

The EIN shall be located in clear view on both sides of the outside of the vehicle."

ATTACHMENT G

CONTRACT AGREEMENT

ATTACHMENT G
CONTRACT AGREEMENT

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and Dudek, herein called "Contractor" for construction of **El Cuervo del Sur Phase II Wetland Mitigation**; Bid No. **K-25-2292-DBB-3**; in the total amount of **Two Million One Hundred Fourteen Thousand Seven Hundred Nine Dollars and Zero Cents (\$2,114,709.00)**.

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 Instruction to Bidders and the Supplementary Special Provisions (SSP).
 - (d) That certain documents entitled **El Cuervo del Sur Phase II Wetland Mitigation**, on file in the office of the Purchasing & Contracting Department as Document No. **21005027**, 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 **El Cuervo del Sur Phase II Wetland Mitigation**, Bid Number **K-25-2292-DBB-3**, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement and is approved by the City Attorney in accordance with San Diego Charter Section 40.

CONTRACT AGREEMENT (continued)

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 authorizing such execution.

CONTRACTOR

Signed by:
By Joseph Monaco
61A12CB5F28F42F...

Print Name: Joseph Monaco

Title: President and CEO

Date: March 28, 2025

City of San Diego License No.: B1992004757

State Contractor's License No.: 1129326

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000007200

THE CITY OF SAN DIEGO

By: Stephen Samara

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

Date: 4/4/2025

APPROVED AS TO FORM

Heather Ferbert, City Attorney

By: Nicole M. Denow

Print Name: Nicole M. Denow
Deputy City Attorney

Date: April 8, 2025

CERTIFICATIONS AND FORMS

The Bidder, by submitting its electronic bid, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certifications, forms and affidavits submitted as part of this bid are true and correct.

BIDDER'S GENERAL INFORMATION

To the City of San Diego:

Pursuant to "Notice Inviting Bids", specifications, and requirements on file with the City Clerk, and subject to all provisions of the Charter and Ordinances of the City of San Diego and applicable laws and regulations of the United States and the State of California, the undersigned hereby proposes to furnish to the City of San Diego, complete at the prices stated herein, the items or services hereinafter mentioned. The undersigned further warrants that this bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

The undersigned bidder(s) further warrants that bidder(s) has thoroughly examined and understands the entire Contract Documents (plans and specifications) and the Bidding Documents therefore, and that by submitting said Bidding Documents as its bid proposal, bidder(s) acknowledges and is bound by the entire Contract Documents, including any addenda issued thereto, as such Contract Documents incorporated by reference in the Bidding Documents.

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

State of California

County of San Diego

The bidder, being first duly sworn, deposes and says that he or she is authorized by the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the WHITEBOOK, Section 5-1.3, "Drug-Free Workplace", of the project specifications, and that;

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

CONTRACTOR CERTIFICATION

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the Americans With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 5-1.2, "California Building Code, California Code of Regulations Title 24 and Americans with Disabilities Act". of the project specifications, and that:

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

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

I declare under penalty of perjury that I am authorized to make this certification on behalf of the company submitting this bid/proposal, that as Contractor, I am familiar with the requirements of City of San Diego Municipal Code § 22.3004 regarding Contractor Standards as outlined in the WHITEBOOK, Section 5-1.4, ("Contractor Standards and Pledge of Compliance"), of the project specifications, and that Contractor has complied with those requirements.

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

CONTRACTOR CERTIFICATION

EQUAL BENEFITS ORDINANCE CERTIFICATION

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

CONTRACTOR CERTIFICATION

EQUAL PAY ORDINANCE CERTIFICATION

Contractor shall comply with the Equal Pay Ordinance (EPO) codified in the San Diego Municipal Code (SDMC) at section 22.4801 through 22.4809, unless compliance is not required based on an exception listed in SDMC section 22.4804.

Contractor shall require all of its subcontractors to certify compliance with the EPO in their written subcontracts.

Contractor must post a notice informing its employees of their rights under the EPO in the workplace or job site.

By signing this Contract with the City of San Diego, Contractor acknowledges the EPO requirements and pledges ongoing compliance with the requirements of SDMC Division 48, section 22.4801 et seq., throughout the duration of this Contract.

CONTRACTOR CERTIFICATION

IN-USE OFF-ROAD DIESEL FUELED FLEET REGULATION (OFF-ROAD REGULATION) COMPLIANCE

I hereby certify that Contractor is familiar with the requirements 13 CCR 2449, 2449.1, and 2449.2, as well as Attachment F, In-Use Off-Road Diesel Fueled Fleet Regulation (Off-Road Regulation) Compliance (CARB), and that Contractor shall comply with these requirements.

I further certify that each of the Contractor's listed subcontractors is familiar with these requirements and shall also comply.

CONTRACTOR CERTIFICATION

PRODUCT ENDORSEMENT

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

AFFIDAVIT OF DISPOSAL

(To be submitted upon completion of Construction pursuant to the contracts Certificate of Completion)

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

El Cuervo del Sur Phase II Wetland Mitigation

(Project Title)

as particularly described in said contract and identified as Bid No. **K-25-2292-DBB-3** ; SAP No. (IO) **21005027**; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

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

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

Dated this _____ DAY OF _____, _____.

By: _____
Contractor

ATTEST:

State of _____ County of _____

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

Notary Public in and for said County and State

ELECTRONICALLY SUBMITTED FORMS

FAILURE TO FULLY COMPLETE AND SUBMIT ANY OF THE FOLLOWING FORMS WILL DEEM YOUR BID NON-RESPONSIVE.

PLANETBIDS WILL NOT ALLOW FOR BID SUBMISSIONS WITHOUT THE ATTACHMENT OF THESE FORMS

The following forms are to be completed by the bidder and submitted (uploaded) electronically with the bid in PlanetBids.

- A. BID BOND – See Instructions to Bidders, Bidders Guarantee of Good Faith (Bid Security) for further instructions**
- B. CONTRACTOR’S CERTIFICATION OF PENDING ACTIONS**
- C. MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM**
- D. DEBARMENT AND SUSPENSION CERTIFICATION FOR PRIME CONTRACTOR**
- E. DEBARMENT AND SUSPENSION CERTIFICATION FOR SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS**

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

☐

The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.

☒

The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN
3/2/18	Auburn	Sex discrimination, wrongful demotion, denial of promotion, retaliation, constructive discharge and breach of an implied employment contract and age discrimination.	Y	Settled	Settlement payment and training
8/7/20	Encinitas	Race discrimination, sex/gender discrimination and retaliation	Y	Pending	Investigation, training and remedial action.
					3/19/21 former temp employee filed claim with DFEH. In May 2021, Dudek attempted to resolve the matter via mediation; however, former employee chose to file a lawsuit instead effective 2/10/22. Lawsuit moved out of court due to binding arbitration agreement.
1/30/25	Orange County	Age discrimination; disability discrimination; FEHA retaliation; wrongful termination.	Y	Pending	Claims were not substantiated after an external investigation.

Contractor Name: Dudek

Certified By Joseph Monaco Title CEO and President

Name


Signature

Date 2/19/2025

USE ADDITIONAL FORMS AS NECESSARY

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
Dudek		N/A	
Street Address	City	State	Zip
605 3rd Street, Encinitas		California	92024
Contact Person, Title		Phone	Fax
Jeff Bishop, Senior Project Manager		760 577 4975	760 632 0164

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

* The precise nature of the interest includes:

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

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

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

Name	Title/Position
Joseph Monaco	CEO and President
City and State of Residence	Employer (if different than Bidder/Proposer)
Encinitas, CA	N/A
Interest in the transaction	
No interest. 0% ownership in the Corporation.	

Name	Title/Position
Helder Guimaraes	CFO and Treasurer
City and State of Residence	Employer (if different than Bidder/Proposer)
Encinitas, CA	N/A
Interest in the transaction	
No interest. 0% ownership in the Corporation.	

* Use Additional Pages if Necessary *

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

Joseph Monaco, CEO & President

Print Name, Title



Signature

2/19/2025

Date

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

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
Dudek		N/A	
Street Address	City	State	Zip
605 3rd Street, Encinitas		California	92024
Contact Person, Title		Phone	Fax
Jeff Bishop, Senior Project Manager		760 577 4975	760 632 0164

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

* The precise nature of the interest includes:

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

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

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

Name	Title/Position
Jeff Bishop	Senior Project Manager
City and State of Residence	Employer (if different than Bidder/Proposer)
Encinitas, CA	N/A
Interest in the transaction	
No interest. 0% ownership in the Corporation.	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

*** Use Additional Pages if Necessary ***

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

Joseph Monaco, CEO & President

Print Name, Title



Signature

2/19/2025

Date

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

DEBARMENT AND SUSPENSION CERTIFICATION
PRIME CONTRACTOR
FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

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

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal Individual owner(s).

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

NAME	TITLE
Joseph Monaco	CEO and President
Helder Guimaraes	CFO and Treasurer
Amy M. Paul	Secretary

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

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

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

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

--

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

Contractor Name: Dudek

Certified By Joseph Monaco Title CEO and President

Name


Signature

Date 02/19/2025

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

DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
TO BE COMPLETED BY BIDDER
FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

Names of the Principal individual owner(s)

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers.

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

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE
McGrath Consulting	
Michael McGrath	Owner/President

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE
Balk Biological, Inc.	
Michelle Balk	CEO/Senior Biologist

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE
Red Tail Environmental	
Clint Linton	Owner/Native American Monitoring Manager

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE
Cecilia's Safety Service, Inc.	
Cecilia Kathleen Ostlund	Owner

Contractor Name: Dudek

Certified By Joseph Monaco Title CEO and President

Name



Signature

Date 02/19/2025

USE ADDITIONAL FORMS AS NECESSARY

DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
TO BE COMPLETED BY BIDDER
FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

Names of the Principal individual owner(s)

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers.

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

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE
Habitat West, Inc.	
Gigi Hurst	President/CEO

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE
RAT Sand and Materials	
Susanne Ambler	Owner

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

Contractor Name: Dudek

Certified By Joseph Monaco Title CEO and President

Name



Signature

Date 02/19/2025

USE ADDITIONAL FORMS AS NECESSARY

City of San Diego

CITY CONTACT: Brittany Friedenreich, Senior Contract Specialist, Email: BFriedenreich@sandiego.gov
Phone No. (619) 533-3104

ADDENDUM A



FOR

EL CUERVO DEL SUR PHASE II WETLAND MITIGATION

BID NO.:	K-25-2292-DBB-3
SAP NO. (WBS/IO/CC):	21005027
CLIENT DEPARTMENT:	2114
COUNCIL DISTRICT:	6
PROJECT TYPE:	GG

BID DUE DATE:

**2:00 PM
FEBRUARY 19, 2025**

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

A. CHANGES TO CONTRACT DOCUMENTS

The following changes to the Contract Documents are hereby made effective as though originally issued with the bid package. Bidders are reminded that all previous requirements to this solicitation remain in full force and effect.

B. BIDDER'S QUESTIONS

Q1. In order to access the Project site to execute the work and haul off material, fuel the equipment, etc, the maintenance road and hiking trail will need to be repaired. Is it the intent of the city for the Contractor include this upgrade in the contractor's bid?

A1. Repairs to the access road before or during this project are not part of this contract, nor anticipated by the City. Please refer to Supplemental Special Provisions 5-7.9 Site Construction Access and 5-7.10 Modular Matting System for a discussion of a temporary road system to protect environmentally sensitive areas within the access road as well as two shallow concrete pipes.

Q2. It was mentioned at the pre-bid walk that no tracked (rubber or steel) vehicles are allowed to access the project site and that only rubber-tired vehicles are allowed. That will increase the costs for the grading work so we would like to better understand the rationale for this decision. Could you please elaborate on this?

A2. US Army Corps of Engineers considers the use of tracked vehicles in jurisdictional areas to be a "Discharge of fill". The access route is within an USACE jurisdictional feature, and using a tracked vehicle would require permits that we do not have for this project.

Q3. Where the pipes are exposed at the NW of the project site along the access road, would the City be open to using some of the dirt excavated from the project site to fill in this area and smooth it out?

A3. US Army Corps of Engineers considers soil fill in jurisdictional areas to be a "Discharge of fill". The access route is within an USACE jurisdictional feature, and therefore access road repairs require permits that we do not have for this project.

- Q4. If we can bring trucks onto the site through the Los Penasquitos Canyon Trailhead using the trail system and exit onto Sorrento Valley Blvd using the sewer easement, we can minimize the traffic impacts. Please let us know if this is an option.
- A4. Like the site's access road shown on the Plans, the hiking trail on the eastern side of the site also has Environmentally Sensitive Areas that this project cannot impact. A loop access route is not permissible.

Rania Amen, Director
Engineering & Capital Projects Department

Dated: *January 31, 2025*
San Diego, California

RA/AJ/KER

City of San Diego

CITY CONTACT: Brittany Friedenreich, Senior Contract Specialist, Email: BFriedenreich@sandiego.gov
Phone No. (619) 533-3104

ADDENDUM B



FOR

EL CUERVO DEL SUR PHASE II WETLAND MITIGATION

BID NO.:	K-25-2292-DBB-3
SAP NO. (WBS/IO/CC):	21005027
CLIENT DEPARTMENT:	2114
COUNCIL DISTRICT:	6
PROJECT TYPE:	GG

BID DUE DATE:

2:00 PM

FEBRUARY 25, 2025

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

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.

THE SUBMITTAL DATE FOR THIS PROJECT HAS BEEN **EXTENDED AS STATED ON THE COVER PAGE.**

Rania Amen, Director
Engineering & Capital Projects Department

Dated: *February 18, 2025*
San Diego, California

RA/AJ/ker

City of San Diego

CITY CONTACT: Brittany Friedenreich, Senior Contract Specialist, Email: BFriedenreich@sandiego.gov
Phone No. (619) 533-3104

ADDENDUM C



FOR

EL CUERVO DEL SUR PHASE II WETLAND MITIGATION

BID NO.:	K-25-2292-DBB-3
SAP NO. (WBS/IO/CC):	21005027
CLIENT DEPARTMENT:	2114
COUNCIL DISTRICT:	6
PROJECT TYPE:	GG

BID DUE DATE:

2:00 PM
FEBRUARY 25, 2025

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

A. CHANGES TO CONTRACT DOCUMENTS

The following changes to the Contract Documents are hereby made effective as though originally issued with the bid package. Bidders are reminded that all previous requirements to this solicitation remain in full force and effect.

B. BIDDER'S QUESTIONS

Q1. There are several mentions of the 120 Calendar Day PEP in the solicitation, but I do not see a line item for this work on the bid sheet. Can you please clarify if bidders need to include cost for the 120 Calendar Day PEP and if yes, which line item the cost should be included in?

A1. Per Section 801-9 of the Whitebook, the payment for landscape and irrigation Work shall include payment for the Plant Establishment Period Work.

Q2. Will the City provide the following surveying services, as defined in Cal. Bus. & Prof. Code §8726?

1. Locating or establishing a minimum of 4 project geodetic survey control points that provide horizontal and vertical reference values for site feature and structure layout reference locations.
2. Locating, establishing, or reestablishing project site boundary lines, survey monuments, right-of-way lines, or easement lines.
3. Locating or establishing building design structure locations (building corners or envelope limits) sufficient for structure construction.

A2. Yes. The City will provide these survey services.

Rania Amen, Director
Engineering & Capital Projects Department

Dated: *February 19, 2025*
San Diego, California

RA/AJ/ker

City of San Diego

CITY CONTACT: Brittany Friedenreich, Senior Contract Specialist, Email: BFriedenreich@sandiego.gov
Phone No. (619) 533-3104

ADDENDUM D



FOR

EL CUERVO DEL SUR PHASE II WETLAND MITIGATION

BID NO.:	<u>K-25-2292-DBB-3</u>
SAP NO. (WBS/IO/CC):	<u>21005027</u>
CLIENT DEPARTMENT:	<u>2114</u>
COUNCIL DISTRICT:	<u>6</u>
PROJECT TYPE:	<u>GG</u>

BID DUE DATE:

2:00 PM
MARCH 5, 2025

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

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.

THE SUBMITTAL DATE FOR THIS PROJECT HAS BEEN **EXTENDED AS STATED ON THE COVER PAGE.**

B. BIDDER'S QUESTIONS

- Q1. 802-3.4 #9 - If import of topsoil is determined to be necessary, Class B topsoil in accordance with 800-1.1.3, "Class 'B' Topsoil" from a comparable Site shall be provided and tested, as specified. Topsoil quantity, source, and quality shall be approved by the Project Biologist via the Resident Engineer prior to delivery. – Should bidders include cost for import topsoil in the bid sheet or will this be evaluated as an additional cost once soil testing is completed? If it should be included in our bid now, what bid item should it be included in? Additionally, does the City intend to identify a topsoil site?
- A1. Bidders should NOT include the cost for imported topsoil in the bid sheet. The Contractor shall salvage existing topsoil (per SSP 802-3.4 and 802-3.4.2). The City does not anticipate the need to source imported topsoil.
- Q2. Can the City clarify what scope should be included in line item 12 Weed Germination? The bid sheet shows 95450 SF for this bid item but if 90150 SF of that area is being cleared/grubbed/graded/stockpiled, wouldn't the weed germination only apply to the 0.12-acre enhancement area?
- A2. The scope for Weed Germination (SSP 801.9, item 6) is the entire project site of 95450 SF as the bid sheet shows. The Contractor shall ensure that weeds do not germinate and any non-natives are manually removed throughout the project site through installation and the Plant Establishment Period (see SSP 802-3.10.2, item 10b).

Rania Amen, Director
Engineering & Capital Projects Department

Dated: *February 24, 2025*
San Diego, California
RA/AJ/ker

Bid Results

Bidder Details

Vendor Name	Dudek
Address	605 Third Street Encinitas, California 92024 United States
Respondee	Jeff Bishop
Respondee Title	Project Manager
Phone	760-691-3935
Email	rfp@dudek.com
Vendor Type	CADIR
License #	1129326
CADIR	1000007200

Bid Detail

Bid Format	Electronic
Submitted	02/25/2025 3:31 PM (PST)
Delivery Method	
Bid Responsive	
Bid Status	Submitted
Confirmation #	414876

Respondee Comment

A hard copy of Dudek's bid bond was delivered and signed for on Tuesday, February 18, 2025.

Buyer Comment

Attachments

File Title	File Name	File Type
Dudek_Contractors Certification of Pending Actions.pdf	Dudek_Contractors Certification of Pending Actions.pdf	CONTRACTOR’S CERTIFICATION OF PENDING ACTIONS
Dudek_Mandatory Disclosure of Business Interests Form.pdf	Dudek_Mandatory Disclosure of Business Interests Form.pdf	MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM
Dudek_Debarment and Suspension Certification for Prime Contractor.pdf	Dudek_Debarment and Suspension Certification for Prime Contractor.pdf	DEBARMENT AND SUSPENSION CERTIFICATION FOR PRIME CONTRACTOR
Dudek_Debarment and Suspension Certification for Prime Contractor.pdf	Dudek_Debarment and Suspension Certification for Prime Contractor.pdf	DEBARMENT AND SUSPENSION CERTIFICATION FOR SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
Dudek_Debarment and Suspension Certification for Subcontractors, Suppliers, and Manufacturers.pdf	Dudek_Debarment and Suspension Certification for Subcontractors, Suppliers, and Manufacturers.pdf	Bid Bond

Subcontractors

Showing 6 Subcontractors

Name & Address	Desc	License Num	CADIR	Amount	Type
Balk Biological, Inc. 5858 Dryden Place, Suite 223 Carlsbad, California 92008	Biological Monitoring and Reporting	N/A	1000042949	\$45,000.00	WBE, DBE, CAU, SLBE, WOSB, FEM, Local
Cecilia's Safety Service, Inc. 1211 Distribution Way Vista, California 92081	Traffic Control Plan and Flagging	787634	1000012757	\$62,975.00	DBE, SDB, WBE, CADIR, FEM, CAU, ELBE, Local
Habitat West, Inc. 2067 Wineridge Place Suite B Suite B Escondido, California 92029	Planting, Irrigation, BMP Installation, Mulch, Fence	672030	1000011043	\$92,000.00	MBE, WBE, CADIR, SLBE, FEM, WOSB, CAU, Local
McGrath Consulting PO Box 2488 El Cajon, California 92021	SWPP Development and Monitoring	N/A	1000037165	\$18,000.00	Local
RAT Sand and Materials 4629 Cass Street #354 San Diego, California 92109	Export and Disposal	CA30700	1000045527	\$78,000.00	FEM, CAU, CADIR, SLBE, Local
Red Tail Environmental 25 Epie Hill Road Santa Ysabel, California 92070	Native American Monitoring	N/A	1000031633	\$27,600.00	Local

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Main Bid							\$2,114,709.00		
1	524126		Bonds (Payment and Performance)	LS	1	\$42,200.00	\$42,200.00	Yes	
2	541690		Archaeological and Native American Monitoring Program	LS	1	\$111,500.00	\$111,500.00	Yes	
3	541690		Suspension of Work - Resources	DAY	2	\$12,500.00	\$25,000.00	Yes	
4	541690		Archaeological and Native American Mitigation and Curation (EOC Type I)	AL	1	\$2,500.00	\$2,500.00	Yes	
5	238910		Revegetation Sign	EA	6	\$560.00	\$3,360.00	Yes	
6	561730		Mobilization	LS	1	\$30,000.00	\$30,000.00	Yes	
7			Field Orders (EOC Type II)	AL	1	\$100,000.00	\$100,000.00	Yes	
8	238910		Clearing and Grubbing	LS	1	\$159,000.00	\$159,000.00	Yes	
9	237310		Excavate and Export (Unclassified)	CY	3800	\$175.00	\$665,000.00	Yes	
10	237310		Excavate and Fill (Unclassified)	CY	1580	\$19.15	\$30,257.00	Yes	
11	561730		Hydro Seed	SF	90150	\$0.28	\$25,242.00	Yes	
12	561730		Weed Germination	SF	95450	\$0.80	\$76,360.00	Yes	
13	561730		Jute Mesh Netting (BioNet C125NB or approved equal)	SF	79600	\$0.35	\$27,860.00	Yes	
14	561730		Bark Mulch	CY	50	\$300.00	\$15,000.00	Yes	
15	561730		Shrub (1 Gallon)	EA	1526	\$30.00	\$45,780.00	Yes	
16	561730		Shrub (5 Gallon)	EA	62	\$75.00	\$4,650.00	Yes	
17	561730		Temporary Irrigation System	LS	1	\$320,000.00	\$320,000.00	Yes	
18	238990		Construction Fencing and Access Route	LS	1	\$204,000.00	\$204,000.00	Yes	
19	541330		Biological Monitoring and Reporting	LS	1	\$57,500.00	\$57,500.00	Yes	
20	238910		Soil Testing, Top Soil Preparation, and Conditioning	LS	1	\$80,000.00	\$80,000.00	Yes	
21	541330		SWPPP Development	LS	1	\$7,500.00	\$7,500.00	Yes	
22	237310		SWPPP Implementation	LS	1	\$65,000.00	\$65,000.00	Yes	
23	541330		SWPPP Permit Fee (EOC Type I)	AL	1	\$2,000.00	\$2,000.00	Yes	
24	541330		As-Built/Completion Report	LS	1	\$15,000.00	\$15,000.00	Yes	

Line Item Subtotals

Section Title	Line Total
Main Bid	\$2,114,709.00
Grand Total	\$2,114,709.00