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April 7, 2011

Mr. Bart Mejia  
Project Manager  
City of Costa Mesa  
77 Fair Drive, P.O. Box 1200  
Costa Mesa, CA 92628

**SUBJECT: OCTA'S AGREEMENT NO. C-1-2509**

Dear Mr. Mejia:

Enclosed please find one original of the above referenced subject for your records.

Should you have any contractual related questions, please feel free to contact Sarah Strader at (714) 560-5633 or by e-mail at sstrader@octa.net.

Sincerely,

Julie Smith  
Office Specialist  
Contract Administration and Materials Management

Enclosure(s)

CHIEF EXECUTIVE OFFICE

Will Kempton  
Chief Executive Officer



1 Department of Fish and Game (Wildlife Agencies) for habitat and species impacts pursuant to a Natural  
2 Community Conservation Plan/Habitat Conservation Plan/ (NCCP /HCP) currently under development;  
3 and

4 **WHEREAS**, The restoration activities on the Fairview Park property (hereinafter referred to as  
5 "PROJECT") of the CITY shall be implemented, maintained and monitored in accordance with the  
6 Board approved EMP Restoration Funding Guidelines, reviewed and approved by OCTA and the  
7 Wildlife Agencies and in accordance with the NCCP/HCP once it is completed and approved; and

8 **WHEREAS**, CITY is the PROJECT sponsor responsible for implementing, maintaining and  
9 monitoring restoration activities; and

10 **WHEREAS**, CITY has an existing conservation easement covering 20 acres of the first phase of  
11 restoration on the PROJECT site and will amend or implement a new conservation easement that is  
12 mutually acceptable to OCTA, Wildlife Agencies and CITY, and which maintains the restoration intent of  
13 the project in perpetuity for the 23 acres covered by this agreement ; and

14 **WHEREAS**, CITY wishes to perform these services; and

15 **WHEREAS**, said restoration activities cannot be performed by the regular employees of OCTA;  
16 and

17 **WHEREAS**, OCTA has determined that CITY's Restoration Plan (Exhibit A) has met the  
18 requirements of and is eligible for funding under the EMP Restoration Funding Guidelines; and

19 **WHEREAS**, OCTA and CITY agree that EMP funding is subject to CITY fulfilling EMP  
20 Restoration Funding Guidelines requirements; and

21 **WHEREAS**, OCTA can update the EMP Restoration Funding Guidelines at least biennially  
22 whereby the most recent update is incorporated herein by reference; and

23 **WHEREAS**, this Agreement defines the specific terms and conditions and funding  
24 responsibilities between OCTA and CITY for the EMP.

25 **NOW, THEREFORE**, it is mutually understood and agreed by OCTA and CITY as follows:

26 **ARTICLE 1. COMPLETE AGREEMENT**

1           A. This Agreement, including all exhibits and documents incorporated herein and made  
2 applicable by reference, constitutes the complete and exclusive statement of the terms and conditions  
3 of the agreement between OCTA and CITY and it supersedes all prior representations, understandings  
4 and communications. The invalidity in whole or in part of any term or condition of this Agreement shall  
5 not affect the validity of other terms or conditions.

6           B. OCTA's failure to insist in any one or more instances upon the performance of any terms or  
7 conditions of this Agreement shall not be construed as a waiver or relinquishment of OCTA's right to  
8 such performance by CITY or to future performance of such terms or conditions and CITY obligation in  
9 respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall  
10 not be binding upon OCTA except when specifically confirmed in writing by an authorized  
11 representative of OCTA by way of a written Amendment to this Agreement and issued in accordance  
12 with the provisions of this Agreement.

13           **ARTICLE 2. RESPONSIBILITIES OF OCTA**

14           OCTA agrees to the following responsibilities for funding of PROJECT:

15           A. OCTA shall allocate M2 EMP funds as specified in Ordinance No. 3 and pay CITY in  
16 accordance to the funding allocation as outlined in Article 7 of this agreement and consistent with  
17 requirements of the Restoration Plan.

18           B. OCTA shall provide guidance and oversight of the M2 EMP funds in compliance with M2  
19 EMP Restoration Funding Guidelines and other funding source(s) requirements.

20           C. OCTA shall remit to CITY within thirty (30) days of receipt of an acceptable initial  
21 payment EMP invoice and within sixty (60) days for an acceptable final payment invoice,  
22 reimbursement for restoration work up to the amount as per the September 27, 2010 Board-approved  
23 funding allocation for the PROJECT.

24           D. OCTA, or agents of OCTA may upon close-out of PROJECT under this Agreement,  
25 perform an audit and or technical review to ensure that EMP Restoration Funding Guidelines policies  
26 and procedures were followed. Such audit shall be performed within one hundred eighty (180) days of

1 OCTA receiving the final report for PROJECT. If the audit or technical review determines that any of the  
2 activities performed are ineligible for EMP funding, CITY shall return M2 EMP funding.

3 **ARTICLE 3. RESPONSIBILITIES OF CITY**

4 CITY agrees to the following responsibilities for PROJECT:

5 A. CITY or CITY's designee will act as the lead agency for all phases of PROJECT  
6 approved for M2 EMP funding.

7 B. CITY agrees that M2 EMP funding is subject to CITY meeting all of the requirements  
8 outlined in the M2 EMP Restoration Funding Guidelines.

9 C. CITY agrees to submit reporting and documentation in accordance to the requirements  
10 outlined in the M2 EMP Restoration Funding Guidelines.

11 D. CITY agrees to implement and complete PROJECT funded under this Agreement in  
12 accordance with the M2 EMP and application submitted to OCTA.

13 E. CITY agrees to obligate funds in the programmed year in accordance with the EMP  
14 Restoration Funding Guidelines.

15 F. CITY agrees that OCTA reserves the right to amend this agreement to be consistent  
16 with the approved NCCP/HCP.

17 G. CITY shall return all funds within thirty (30) days of OCTA's written order if CITY uses  
18 funds for any purpose other than restoration activities that would enable OCTA to obtain the proper  
19 assurances from the Wildlife Agencies and CITY shall be deemed ineligible to receive EMP funds for a  
20 period of five (5) years.

21 H. CITY shall produce sign(s) acknowledging receipt of M2 EMP funds and post them at  
22 project site.

23 I. CITY shall obtain an appropriate conservation easement or deed restrictions governing  
24 the perpetual use of the restoration area within one year of PROJECT commencement. The  
25 conservation easement or deed restrictions will be approved by OCTA and Wildlife Agencies prior to its  
26 recording. CITY has an existing conservation easement covering 20 acres of the first phase of

1 restoration on the PROJECT site and will amend or implement a new conservation easement for the 23  
2 acres covered by this Agreement.

3 **ARTICLE 4. OCTA DESIGNEE**

4 The Chief Executive Officer of OCTA, or designee, shall have the authority to act for and  
5 exercise any of the rights of OCTA as set forth in this Agreement.

6 **ARTICLE 5. RESTORATION PLAN**

7 A. CITY shall perform the work necessary to complete in a manner satisfactory to OCTA the  
8 services set forth in the CITY-prepared "Restoration Plan," which is attached to and, by this reference,  
9 incorporated in and made a part of this Agreement as Exhibit A. CITY shall provide the personnel listed  
10 below to perform the above-specified services, which persons are hereby designated as key personnel  
11 under this Agreement.

12 **Names**

**Functions**

13 Bart Mejia, Parks Project Manager

Project Manager

14 Robert Staples, Contract Administrator

Project Administrator

15  
16 B. No person named in paragraph A of this Article, or his/her successor approved by OCTA,  
17 shall be removed or replaced by CITY, nor shall his/her agreed-upon function or level of commitment  
18 hereunder be changed, without the prior written consent of OCTA. Should the services of any key  
19 person become no longer available to CITY, the resume and qualifications of the proposed replacement  
20 shall be submitted to OCTA for approval as soon as possible, but in no event later than seven (7)  
21 calendar days prior to the departure of the incumbent key person, unless CITY is not provided with  
22 such notice by the departing employee. OCTA shall respond to CITY within seven (7) calendar days  
23 following receipt of these qualifications concerning acceptance of the candidate for replacement.

24 **ARTICLE 6. TERM OF AGREEMENT**

25 This Agreement shall commence upon the effective date of this Agreement, and shall continue  
26 in full force and effect through the mitigation reporting and documenting period as set forth in the EMP

1 Restoration Funding Guidelines unless earlier terminated as provided hereunder.

2 **ARTICLE 7. PAYMENT**

3 A. For CITY's full and complete performance of its obligations under this Agreement and  
 4 subject to the maximum cumulative payment obligation provision set forth in Article 8, OCTA shall pay  
 5 CITY on a firm fixed price basis in the amount of \$2,000,000 in accordance with the following  
 6 provisions.

7 B. The following schedule shall establish the firm fixed payment to CITY by OCTA for each  
 8 work task set forth in the Restoration Plan.

<u>Tasks</u>	<u>Firm Fixed Price</u>
<p>9 <u>Year 1-2011</u></p> <p>10 <u>Task 1: Publicly Bid Restoration Project, Award Construction Contract</u></p> <p>11 <u>Task 2: Complete Water Delivery System and Grading of Ponds</u></p> <p>12 <u>Task 3: Install Temporary Irrigation System</u></p> <p>13 <u>Task 4: Begin Planting of CSS, Oak Woodland , Native Grassland and</u></p> <p>14 <u>Wetlands</u></p>	<p>9 <u>\$1,500,000</u></p>
<p>15 <u>Year 2-2012</u></p> <p>16 <u>Task 1: Complete Planting of CSS, Oak Woodland , Native Grassland and</u></p> <p>17 <u>Wetlands</u></p> <p>18 <u>Task 2: Begin 1st Year Plant Establishment and Monitoring</u></p>	<p>15 <u>\$240,000</u></p>
<p>19 <u>Year 3-2013</u></p> <p>20 <u>Task 1: Complete 1st Year Plant Establishment and Monitoring</u></p>	<p>19 <u>\$100,000</u></p>
<p>21 <u>Year 4-2014</u></p> <p>22 <u>Task 1: Complete 2nd Year Plant Establishment and Monitoring</u></p>	<p>21 <u>\$50,000</u></p>

1	<u>Year 5-2015</u>	<u>\$20,000</u>
2	<u>Task 1: Complete 3rd Year Plant Establishment and Monitoring</u>	
3	<u>Year 6-2016</u>	<u>\$20,000</u>
4	<u>Task 1: Complete 4th Year Plant Establishment and Monitoring</u>	
5	<u>Year 7-2017</u>	<u>\$20,000</u>
6	<u>Task 1: Complete 5th Year Plant Establishment and Monitoring</u>	
7	<u>Task 2: Submit Final Maintenance and Monitoring Report to Regulatory</u>	
8	<u>Agencies for CSS, Wetlands and Native Grasslands</u>	
9	<u>Year 8-2018</u>	<u>\$10,000</u>
10	<u>Task 1: Complete 6<sup>th</sup> Year Plant Establishment and Monitoring for Oak</u>	
11	<u>Woodland</u>	
12	<u>Year 9-2019</u>	<u>\$10,000</u>
13	<u>Task 1: Complete 7<sup>th</sup> Year Plant Establishment and Monitoring for Oak</u>	
14	<u>Woodland</u>	
15	<u>Year 10-2020</u>	<u>\$10,000</u>
16	<u>Task 1: Complete 8<sup>th</sup> Year Plant Establishment and Monitoring for Oak</u>	
17	<u>Woodland</u>	
18	<u>Year 11-2021</u>	<u>\$10,000</u>
19	<u>Task 1: Complete 9<sup>th</sup> Year Plant Establishment and Monitoring for Oak</u>	
20	<u>Woodland</u>	
21	<u>Year 12-2022</u>	<u>\$10,000</u>
22	<u>Task 1: Complete 10<sup>th</sup> Year Plant Establishment and Monitoring for Oak</u>	
23	<u>Woodland</u>	
24	<u>Task 2: Submit Final Maintenance and Monitoring Report to Regulatory</u>	
25	<u>Agencies for Oak Woodland</u>	
26	<u>TOTAL</u>	<u>\$2,000,000</u>

1 C. CITY shall invoice OCTA at a minimum of at least once per quarter for payments  
 2 corresponding to the work actually completed by CITY. Percentage of work completed shall be  
 3 documented in a progress report prepared by CITY, which shall accompany each invoice submitted by  
 4 CITY. CITY shall also furnish such other information as may be requested by OCTA to substantiate the  
 5 validity of an invoice. At its sole discretion, OCTA may decline to make full payment for any task listed  
 6 in paragraph B of this Article until such time as CITY has documented to OCTA's satisfaction, that CITY  
 7 has fully completed all work required under the task. OCTA's payment in full for any task completed  
 8 shall not constitute OCTA's final acceptance of CITY's work under such task.

9 D. Each invoice shall be accompanied by a progress report specified in paragraph B of this  
 10 Article. OCTA shall remit payment within thirty (30) calendar days of the receipt and approval of each  
 11 invoice. Each invoice shall include the following information:

- 12 1. Agreement No. C-1-2509;
- 13 2. The time period covered by the invoice;
- 14 3. Total invoice (including project-to-date cumulative invoice amount); and retention;
- 15 4. Progress Report;
- 16 5. Certificate signed by the CITY or his/her designated alternate that a) The invoice is a  
 17 true, complete and correct statement of reimbursable costs and progress; b) The backup information  
 18 included with the invoice is true, complete and correct in all material respects; c) All payments due and  
 19 owing to subcontractors and suppliers have been made; d) Timely payments will be made to  
 20 subcontractors and suppliers from the proceeds of the payments covered by the certification and; e)  
 21 The invoice does not include any amount which CITY intends to withhold or retain from a subcontractor  
 22 or supplier unless so identified on the invoice;
- 23 6. Any other information as agreed or otherwise requested by OCTA to substantiate  
 24 the validity of an invoice.

25 **ARTICLE 8. MAXIMUM OBLIGATION**

26 Notwithstanding any provisions of this Agreement to the contrary, OCTA and CITY mutually

1 agree that OCTA's maximum cumulative payment obligation (including obligation for CITY's profit) shall  
2 be Two Million Dollars (\$2,000,000.00) which shall include all amounts payable to CITY for its  
3 subcontracts, leases, materials and costs arising from, or due to termination of, this Agreement.

4 **ARTICLE 9. NOTICES**

5 All notices hereunder and communications regarding the interpretation of the terms of this  
6 Agreement, or changes thereto, shall be affected by delivery of said notices in person or by depositing  
7 said notices in the U.S. mail, registered or certified mail, returned receipt requested, postage prepaid  
8 and addressed as follows:

9  
10 To CITY:

11 City of Costa Mesa  
12 77 Fair Drive, P.O. Box 1200  
13 Costa Mesa, CA 92628

To OCTA:

Orange County Transportation Authority  
550 South Main Street  
P.O. Box 14184  
Orange, CA 92863-1584

14  
15 /

16 ATTENTION: Bart Mejia

17 Project Manager

18 Phone: (714) 754-5291

19 Fax: (714) 754-5028

20 Email: [bmejia@ci.costa-mesa.ca.us](mailto:bmejia@ci.costa-mesa.ca.us)

ATTENTION: Sarah Strader

Senior Contract Administrator

Phone: (714) 560 – 5633

Fax: (714) 506 – 5792

Email: [sstrader@octa.net](mailto:sstrader@octa.net)

21 **ARTICLE 10. INDEPENDENT CONTRACTOR**

22 CITY's relationship to OCTA in the performance of this Agreement is that of an independent  
23 CONTRACTOR. CITY's personnel performing services under this Agreement shall at all times be  
24 under CITY's exclusive direction and control and shall be employees of CITY and not employees of  
25 OCTA. CITY shall pay all wages, salaries and other amounts due its employees in connection with this  
26 Agreement and shall be responsible for all reports and obligations respecting them, such as social

1 security, income tax withholding, unemployment compensation, workers' compensation and similar  
2 matters.

3 **ARTICLE 11. INSURANCE**

4 A. CITY shall procure and maintain insurance coverage during the entire term of this  
5 Agreement. The following coverage shall be full coverage and not subject to self-insurance provision.  
6 CITY shall provide the following insurance coverage:

7 1. Commercial General Liability, to include Products/Completed Operations,  
8 Independent CITYs', Contractual Liability, and Personal Injury with a minimum limit of \$1,000,000.00  
9 per occurrence and \$2,000,000.00 general aggregate.

10 2. Workers' Compensation with limits as required by the State of California including a  
11 waiver of subrogation in favor of OCTA, its officers, directors, employees and agents;

12 3. Employers' Liability with minimum limits of \$1,000,000.00; and

13 B. Proof of such coverage, in the form of an insurance company issued policy endorsement  
14 and a broker-issued insurance certificate, must be received by OCTA prior to commencement of any  
15 work. Proof of insurance coverage must be received by OCTA within ten (10) calendar days from the  
16 effective date of this Agreement with OCTA, its officers, directors, employees and agents designated as  
17 additional insured on the general and automobile liability. Such insurance shall be primary and non-  
18 contributive to any insurance or self-insurance maintained by OCTA. Furthermore, OCTA reserves the  
19 right to request certified copies of all related insurance policies.

20 C. CITY shall include on the face of the certificate of Insurance the Agreement Number C-1-  
21 2509 C-1-2509; and, the Contract Administrator's Name, Sarah Strader, Senior Contract Administrator.

22 D. CITY shall also include in each subcontract agreement the stipulation that subcontractors  
23 shall maintain insurance coverage in the amounts required from CITY as provided in this Agreement.

24 **ARTICLE 12. ORDER OF PRECEDENCE**

25 Conflicting provisions hereof, if any, shall prevail in the following descending order of  
26 precedence: (1) the provisions of this Agreement, including all exhibits; (2) the provisions of EMP

1 Restoration Funding Guidelines; (3) CITY's Restoration Plan dated November 3, 2010, and (4) all other  
 2 documents, if any, cited herein or incorporated by reference.

3 **ARTICLE 13. CHANGES**

4 By written notice or order, OCTA may, from time to time, order work suspension and/or make  
 5 changes in the general scope of this Agreement, including, but not limited to, the services furnished to  
 6 OCTA by CITY as described in the Restoration Plan. If any such work suspension or change causes  
 7 an increase or decrease in the price of this Agreement or in the time required for its performance, CITY  
 8 shall promptly notify OCTA thereof and assert its claim for adjustment within ten (10) days after the  
 9 change or work suspension is ordered, and an equitable adjustment shall be negotiated. However,  
 10 nothing in this clause shall excuse CITY from proceeding immediately with the Agreement as changed.

11 **ARTICLE 14. DISPUTES**

12 A. Except as otherwise provided in this Agreement, any dispute concerning a question of fact  
 13 arising under this Agreement which is not disposed of by supplemental agreement shall be decided by  
 14 OCTA's Director, Contracts Administration and Materials Management (CAMM), who shall reduce the  
 15 decision to writing and mail or otherwise furnish a copy thereof to CITY. The decision of the Director,  
 16 CAMM, shall be final and conclusive.

17 B. The provisions of this Article shall not be pleaded in any suit involving a question of fact  
 18 arising under this Agreement as limiting judicial review of any such decision to cases where fraud by  
 19 such official or his representative or board is alleged, provided, however, that any such decision shall  
 20 be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous  
 21 as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any  
 22 appeal proceeding under this Article, CITY shall be afforded an opportunity to be heard and to offer  
 23 evidence in support of its appeal.

24 C. Pending final decision of a dispute hereunder, CITY shall proceed diligently with the  
 25 performance of this Agreement and in accordance with the decision of OCTA's Director, CAMM. This  
 26 "Disputes" clause does not preclude consideration of questions of law in connection with decisions

1 provided for above. Nothing in this Agreement, however, shall be construed as making final the  
2 decision of any OCTA official or representative on a question of law, which questions shall be settled in  
3 accordance with the laws of the state of California.

4 **ARTICLE 15. TERMINATION**

5 A. OCTA may terminate this Agreement for its convenience any time, in whole or part, by  
6 giving CITY written notice thereof. Upon said notice, OCTA shall pay CITY its allowable costs incurred  
7 to date of termination and those allowable costs determined by OCTA to be reasonably necessary to  
8 effect such termination. Thereafter, CITY shall have no further claims against OCTA under this  
9 Agreement.

10 B. OCTA may terminate this Agreement for CITY's default if a federal or state proceeding for  
11 the relief of debtors is undertaken by or against CITY, or if CITY makes an assignment for the benefit of  
12 creditors, or for cause if CITY fails to perform in accordance with the Restoration Plan or breaches any  
13 terms or violates any provisions of this Agreement and does not cure such breach or violation within ten  
14 (10) calendar days after written notice thereof by OCTA.

15 **ARTICLE 16. INDEMNIFICATION**

16 CITY shall indemnify, defend and hold harmless OCTA, its officers, directors, employees and  
17 agents from and against any and all claims (including attorneys' fees and reasonable expenses for  
18 litigation or settlement) for any loss or damages, bodily injuries, including death, damage to or loss of  
19 use of property caused by the negligent acts, omissions or willful misconduct by CITY, its officers,  
20 directors, employees, agents, subcontractors or suppliers in connection with or arising out of the  
21 performance of this Agreement.

22 **ARTICLE 17. AUDIT AND INSPECTION OF RECORDS**

23 CITY shall provide OCTA, or other agents of OCTA, such access to CITY's accounting books,  
24 records, work data, documents and facilities, as OCTA deems necessary. CITY shall maintain such  
25 books, records, data and documents in accordance with generally accepted accounting principles and  
26 shall clearly identify and make such items readily accessible to such parties during CITY's performance

1 hereunder and for a period of four (4) years from the date of final payment by OCTA. OCTA's right to  
2 audit books and records directly related to this Agreement shall also extend to all first-tier  
3 subcontractors identified in Article 16 of this Agreement. CITY shall permit any of the foregoing parties  
4 to reproduce documents by any means whatsoever or to copy excerpts and transcriptions as  
5 reasonably necessary.

6 **ARTICLE 18. CONFLICT OF INTEREST**

7 CITY agrees to avoid organizational conflicts of interest. An organizational conflict of interest  
8 means that due to other activities, relationships or contracts, the CITY is unable, or potentially  
9 unable to render impartial assistance or advice to the OCTA; CITY's objectivity in performing the  
10 work identified in the Restoration Plan or might be otherwise impaired; or the CITY has an unfair  
11 competitive advantage. CITY is obligated to fully disclose to the OCTA in writing Conflict of Interest  
12 issues as soon as they are known to the CITY. All disclosures must be submitted in writing to OCTA  
13 pursuant to the Notice provision herein. This disclosure requirement is for the entire term of this  
14 Agreement.

15 **ARTICLE 19. CODE OF CONDUCT**

16 CITY agrees to comply with the OCTA's Code of Conduct as it relates to Third-Party  
17 contracts which is hereby referenced and by this reference is incorporated herein. CITY agrees to  
18 include these requirements in all of its subcontracts.

19 **ARTICLE 20. FEDERAL, STATE AND LOCAL LAWS**

20 CITY warrants that in the performance of this Agreement, it shall comply with all applicable  
21 federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations  
22 promulgated thereunder.

23 **ARTICLE 21. EQUAL EMPLOYMENT OPPORTUNITY**

24 In connection with its performance under this Agreement, CITY shall not discriminate against  
25 any employee or applicant for employment because of race, religion, color, sex, age or national origin.  
26 CITY shall take affirmative action to ensure that applicants are employed, and that employees are

1 treated during their employment, without regard to their race, religion, color, sex, age or national origin.  
 2 Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or  
 3 transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of  
 4 compensation; and selection for training, including apprenticeship.

5 **ARTICLE 22. PROHIBITED INTERESTS**

6 CITY covenants that, for the term of this Agreement, no director, member, officer or employee of  
 7 OCTA during his/her tenure in office/employment or for one (1) year thereafter shall have any interest,  
 8 direct or indirect, in this Agreement or the proceeds thereof.

9 **ARTICLE 23. OWNERSHIP OF REPORTS AND DOCUMENTS**

10 A. The originals of all letters, documents, reports and other products and data produced under  
 11 this Agreement shall be delivered to, and become the property of OCTA. Copies may be made for  
 12 CITY's records but shall not be furnished to others without written authorization from OCTA. Such  
 13 deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by  
 14 OCTA. OCTA hereby grants exclusive use of deliverables by CITY for the purpose of publication in  
 15 peer-reviewed scientific journals and other research publications. CITY shall acknowledge OCTA in all  
 16 such publications.

17 B. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings,  
 18 descriptions, and all other written information submitted to CITY in connection with the performance of  
 19 this Agreement shall not, without prior written approval of OCTA, be used for any purposes other than  
 20 the performance for this project or publication in scientific and research journals or reports with  
 21 appropriate acknowledgement in accordance with paragraph A above, nor be disclosed to an entity not  
 22 connected with the performance of the project. CITY shall comply with OCTA's policies regarding such  
 23 material. Nothing furnished to CITY, which is otherwise known to CITY or becomes generally known to  
 24 the related industry shall be deemed confidential. CITY shall not use OCTA's name, photographs of  
 25 the project, or any other publicity pertaining to the project in any magazine, trade paper, newspaper,  
 26 seminar or other medium without the express written consent of OCTA, with the exception of scientific

1 and research reports and journals in accordance with paragraph A above.

2 C. No copies, sketches, computer graphics or graphs, including graphic art work, are to be  
 3 released by CITY to any other person or agency except after prior written approval by OCTA, except as  
 4 necessary for the performance of services under this Agreement. All press releases, including graphic  
 5 display information to be published in newspapers, magazines, etc., are to be handled only by OCTA  
 6 unless otherwise agreed to by CITY and OCTA. CITY may discuss and/or display images of, and  
 7 general (non-technical and non-confidential) information about the PROJECT on its website(s), after  
 8 consultation with and approval by OCTA, which shall not be unreasonably withheld.

9 **ARTICLE 24. PATENT AND COPYRIGHT INFRINGEMENT**

10 A. In lieu of any other warranty by OCTA or CITY against patent or copyright infringement,  
 11 statutory or otherwise, it is agreed that CITY shall defend at its expense any claim or suit against OCTA  
 12 on account of any allegation that any item furnished under this Agreement or the normal use or sale  
 13 thereof arising out of the performance of this Agreement, infringes upon any presently existing U. S.  
 14 letters patent or copyright and CITY shall pay all costs and damages finally awarded in any such suit or  
 15 claim, provided that CITY is promptly notified in writing of the suit or claim and given authority,  
 16 information and assistance at CITY's expense for the defense of same. However, CITY will not  
 17 indemnify OCTA if the suit or claim results from: (1) OCTA's alteration of a deliverable, such that said  
 18 deliverable in its altered form infringes upon any presently existing U.S. letters patent or copyright; or (2)  
 19 the use of a deliverable in combination with other material not provided by CITY when such use in  
 20 combination infringes upon an existing U.S. letters patent or copyright.

21 B. CITY shall have sole control of the defense of any such claim or suit and all negotiations for  
 22 settlement thereof. CITY shall not be obligated to indemnify OCTA under any settlement made without  
 23 CITY's consent or in the event OCTA fails to cooperate fully in the defense of any suit or claim,  
 24 provided, however, that said defense shall be at CITY's expense. If the use or sale of said item is  
 25 enjoined as a result of such suit or claim, CITY, at no expense to OCTA, shall obtain for OCTA the right  
 26 to use and sell said item, or shall substitute an equivalent item acceptable to OCTA and extend this

1 patent and copyright indemnity thereto.

2 **ARTICLE 25. RESTORATION ACTIVITIES WITHIN FUNDING LIMITATIONS**

3 A. In order to ensure the accuracy of the PROJECT for the benefit of the EMP and OCTA's  
4 budget process, CITY shall accomplish the PROJECT activities required under this Agreement so as to  
5 perform the restoration work at a price that does not exceed the estimated cost as set forth by CITY.

6 B. CITY will promptly advise OCTA if it finds that the PROJECT will exceed or is likely to  
7 exceed the funding limitations and it is unable to perform restoration work within these limitations. Upon  
8 receipt of such information, OCTA will review CITY's revised estimate of restoration work. OCTA may  
9 authorize changes in PROJECT activities upon CITY conferring with OCTA and Wildlife Agencies.

10 **ARTICLE 26. HEALTH AND SAFETY REQUIREMENTS**

11 CITY shall comply with all of the requirements set forth in Exhibit B, LEVEL 1 SAFETY  
12 SPECIFICATIONS. As used therein, "CITY" shall mean "Consultant."

13 **ARTICLE 27. FORCE MAJEURE**

14 Either party shall be excused from performing its obligations under this Agreement during the  
15 time and to the extent that it is prevented from performing by an unforeseeable cause beyond its  
16 control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of material,  
17 products, plants or facilities by the federal, state or local government; national fuel shortage; or a  
18 material act or omission by the other party; when satisfactory evidence of such cause is presented to  
19 the other party, and provided further that such nonperformance is unforeseeable, beyond the control  
20 and is not due to the fault or negligence of the party not performing.

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This Agreement shall be made effective upon execution by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-1-2509 to be executed on the date first above written.

CITY OF COSTA MESA

ORANGE COUNTY TRANSPORTATION AUTHORITY

By [Signature]  
Gary Monahan  
Mayor

By [Signature]  
Will Kempton  
Chief Executive Officer

APPROVED AS TO FORM:  
By [Signature]  
Kimberly Barlow  
City Attorney

APPROVED AS TO FORM:  
By [Signature]  
Kennard R. Smart, Jr.  
General Counsel

APPROVED:  
By [Signature]  
Kia Mortazavi  
Executive Director, Planning

Date 4-1-11

ATTEST:

[Signature]  
JULIE FOLCIK, CITY CLERK

CITY OF COSTA MESA  
FAIRVIEW PARK WETLANDS AND RIPARIAN HABITAT PROJECT  
RESTORATION PLAN

NOVEMBER 3, 2010

**LAND OWNERSHIP AND LAND MANAGEMENT**

Fairview Park is a 208-acre public park owned and maintained by the City of Costa Mesa. The property was acquired from the County of Orange in 1986 (Attachment A). Improvements and restoration of the park are guided by the Fairview Park Master Plan approved by the Costa Mesa City Council in 1998 (Attachment B).

**PROPERTY ANALYSIS RECORD**

*PAR Budget Table-Fairview Park Wetlands and Riparian Habitat Project*

Project Element	Unit Price	Unit of Measure	Quantity	Total \$	Ongoing Cost	Ongoing Yrs.
Plans and Specifications- All Phases Completed	\$550,000	LS	1	\$550,000	0	
Project Management	\$200,000	LS	1	\$200,000	0	
Planning, Design, & Permitting	\$30,000	LS	1	\$30,000	0	
Mobilization	\$80,000	LS	1	\$80,000	0	
Clearing & grubbing	\$5,000	ACRE	17	\$85,000	0	
Excavation	\$20.00	CY	10,000	\$200,000		
<b>Pump Station Retrofit</b>					0	
Magnetic flow meter/sensor	\$4,000	LS	1	\$4,000		
6" gate valves	\$7,500	EA	2	\$15,000		
6" elbow	\$500	EA	1	\$500		
6" pipe	\$3,000	LS	1	\$3,000		
6"X6"X6" tee	\$2,000	EA	1	\$2,000		
6"X10" reducer	\$2,500	EA	1	\$2,500		

CITY OF COSTA MESA  
FAIRVIEW PARK WETLANDS AND RIPARIAN HABITAT PROJECT  
RESTORATION PLAN

6" flexible couplings	\$3,000	EA	2	\$6,000		
Pressure manholes	\$5,000	EA	6	\$30,000		
Salinity sensor	\$10,000	EA	1	\$10,000	0	
Water level transducer	\$5,000	EA	1	\$5,000		
2" PVC	\$6.00	LF	3,000	\$18,000		
3 #8 Conductors	\$1.00	LF	3,000	\$3,000		
Hydrolynx computer	\$30,000	LS	1	\$30,000		
Core 10" diameter hole in pump station wall	\$1,000	LS	1	\$1,000		
LinkSeal LS-475	\$1,000	LS	1	\$1,000		
<b>10" HDPE Pipe</b>	<b>\$40.00</b>	<b>LF</b>	<b>3,000</b>	<b>\$120,000</b>	<b>0</b>	
<b>Manholes</b>	<b>\$3,000</b>	<b>EA</b>	<b>5</b>	<b>\$15,000</b>		
<b>Wetland pond concrete edge detail</b>					<b>0</b>	
Gunite w/wire mesh for slope protection	\$8.50	SQFT	15,000	\$127,500		
Concrete berm for wetland soils	\$220	CY	160	\$35,200		
<b>Concrete detail and weirs</b>	<b>\$22,000</b>	<b>EA</b>	<b>7</b>	<b>\$154,000</b>		
<b>Wetland Pond Slope Protection</b>	<b>\$30</b>	<b>TON</b>	<b>2,800</b>	<b>\$84,000</b>	<b>0</b>	
<b>Wetlands Pond Plantings</b>					<b>0</b>	
Organic mulch	\$12.00	CY	6,000	\$72,000		
Blend & place wetland soils	\$2.00	CY	30,000	\$60,000		

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RESTORATION PLAN

California bulrush	\$6.00	EA	9,600	\$57,600		
Southern cattail	\$6.00	EA	8,400	\$50,400		
Auger holes	\$.50	EA	18,000	\$9,000		
Planting-labor wetlands & CSS	\$2,000	DAY	60	\$120,000		
<b>Coastal Sage Scrub, Willow Scrub Plantings</b>					0	
Soil prep/fine grading	\$1,500	ACRE	9	\$13,500		
Coastal Sage Scrub hydro seeding	\$3,825	ACRE	9	\$34,425		
Mycorrhizal inoculum	\$360	ACRE	9	\$3,240		
Coastal Sage Scrub plantings-1 gal.	\$13	EA	4,704	\$61,152		
Trees, 5 gal	\$25	EA	773	\$19,325		
<b>Alder Woodland</b>					0	
Hydro seeding	\$4,000	ACRE	3	\$12,000		
Alder woodland Acorns	\$1	EA	300	\$30		
Plantings-1g	\$13	EA	500	\$6,500		
Trees-5g.	\$30	EA	\$1,500	\$45,000		
2" forest floor mulch	\$5,000	ACRE	3	\$15,000		
Landscape boulders	\$2,000	EA	40	\$80,000		
<b>Native Grassland</b>					0	
43,000 plugs, 250 3 1/2" pots	\$15,000	ACRE	5	\$75,000		

**CITY OF COSTA MESA  
FAIRVIEW PARK WETLANDS AND RIPARIAN HABITAT PROJECT  
RESTORATION PLAN**

<b>Temporary Irrigation</b>	\$100,000	LS	1	\$100,000	0	
<b>Plant Establishment &amp; Biologist Monitoring</b>	\$120,000	YEAR	1	\$120,000		1
2 <sup>nd</sup> Year	\$60,000	YEAR	1		\$60,000	1
3 <sup>rd</sup> -5 <sup>th</sup>	\$30,000	YEAR	3		\$90,000	3
<b>Maintenance</b>	\$35,000	YEAR	4		\$140,000	4
<b>Contingency</b>	\$200,000	LS	1	\$200,000	0	
<b>TOTAL</b>				<b>\$2,966,142</b>	<b>\$270,000</b>	
<b>Funding Source</b>						
OCTA M2				\$2,000,000		
MiOcean				\$ 350,000		
City of Costa Mesa				\$ 616,142	\$270,000	

**RESTORATION STRATEGY**

Restoration of Fairview Park utilizing OCTA M2 funding includes the creation of 23 acres of native habitat, including the creation of wetland ponds and a water delivery system, and the installation of an irrigation system to establish the native habitat. The 23-acres of habitat include six acres of wetland pond planting, five acres of native grasslands, and three acres of alder woodland and nine acres of coastal sage scrub. The City of Costa Mesa will maintain the restored wetlands and riparian habitat project site in perpetuity.

**GOALS AND OBJECTIVES**

**Goal:** Create native habitat in Fairview Park for riparian birds and animals by increasing native plant diversity within ten feet of constructed wetlands and stream channels.

**Objective 1:** Remove approximately 17-acres of non-native invasive species on site.

**Objective 2:** Install a temporary irrigation system to establish the 23-acres of native habitat.

**Objective 3:** Construct a water delivery system from the adjacent Greenville-Banning channel to charge the wetland ponds and streams to sustain the planted 23-acres of native habitat.

**Objective 4:** Plant six acres of wetland pond planting, five acres of native grasslands, and three acres of alder woodland and nine acres of coastal sage scrub.

**Objective 5:** Maintain and monitor the restoration site for 5-10 years to successfully establish the native habitat.

**ANNUAL SUCCESS CRITERIA**

**General Mitigation Success Criteria for Wetland Vegetation**

All plantings, *Schoenoplectus californicus*, California bulrush, *Typha domingensis*, Southern cattail, shall have a minimum of 80% survival the first year, 95% the second year, and 100% survival thereafter, and/or shall attain 75% cover of native woody species after 3 years and 90% cover of native woody species after 5 years until the end of the monitoring period. Nonnative species shall comprise less than 5% of the cover after 5 years. Invasive species shall comprise 0% of the cover at the end of the 5-year monitoring period. If the survival and cover requirements have not been met, the Operator(s) is responsible for replacement planting to achieve these requirements. Replacement plants shall be monitored with the same survival and growth requirements for 5 years after planting. Irrigation shall be stopped two years prior to achieving the success criteria.

- In order to determine if the revegetation techniques used have been successful any plant species required that are listed below shall achieve the minimum growth at the end of three and five years. If the minimum growth is not achieved then the Operator(s) shall be responsible for taking the appropriate corrective measures as determined by Wildlife Agency representatives. The Operator(s) shall be responsible for any cost occurred during the revegetation or in subsequent corrective measures.

<u>SPECIES</u>	<u>SIZE AT PLANTING</u>	<u>PLANTING CENTERS</u>	<u>HEIGHT 3 yrs</u>	<u>5 yrs</u>
Arroyo Willow	PB	8 ft	10 ft	15 ft
	1 gallon	8 ft	10 ft	15 ft
Black Willow	PB	8 ft	12 ft	18 ft
	1 gallon	8 ft	12 ft	18 ft
Sandbar Willow	PB	5 ft	4 ft	6 ft
	1 gallon	5 ft	4 ft	6 ft
Red Willow	PB	8 ft	9 ft	15 ft
	1 gallon	8 ft	9 ft	15 ft

- A two ft. maintenance path is planned around the wetland ponds for maintenance and monitoring access. Orange County vector control will be under contract with the City for the control of mosquitoes on the site.

**Alder Woodland Success Criteria**

All tree plantings shall have a minimum of 80% survival the first year, 95% the second year, and 100% survival thereafter until the end of the monitoring period. All alders, walnuts, and sycamores shall exhibit measurable annual growth in height and trunk girth, and no loss of the primary growth leader. Loss of the primary growth leader shall require the tree be replaced if this occurs in years 1-3. The maintenance and monitoring period shall be extended an additional five years where replacement plantings are required.

- The maintenance and monitoring period shall be 5 years for sycamores. Monitoring for alders and walnuts shall be ten years.

Trees shall be spaced in a manner that achieves the targeted planting density. Surviving trees should be well-distributed spatially across the planting area and any area greater than 400 square feet lacking surviving trees with measurable growth in years 1-3 shall receive replacement supplemental plantings, and the maintenance and monitoring period shall be extended an additional five years where replacement plantings are required.

- Nonnative species shall comprise less than 5% of the herbaceous cover after 5 years (minimum of 10 years for alder tree mitigation). Invasive species shall comprise 0% of the herbaceous cover at the end of the 5-year monitoring period (minimum of 10 years for alder tree mitigation). If the survival and cover requirements have not been met, the Operator(s) is/are responsible for replacement planting to achieve these requirements. Replacement plants shall be monitored with the same survival and growth requirements for 5 years after planting (minimum of 10 years for alder tree mitigation). Irrigation shall be stopped two years prior to achieving the success criteria (minimum of five years for alder tree mitigation).

<b>Milestone</b>	<b>Maintenance Action</b>
1 year	If target plant materials experience mortality and do not meet first year success criteria, plants shall be replaced to bring densities up to 100% of the original planting density. Weed cover less than 10%.
2 year	If plants do not meet coverage criteria, additional seeding and planting will be done.
3 year	If plants do not meet coverage criteria, additional seeding and planting will be done.
4 year	If plants do not meet coverage criteria, additional seeding and planting will be done.
5 year	If plants do not meet coverage criteria, additional seeding and planting will be done.

The maintenance action for the alder woodland will have a ten year maintenance and monitoring time period.

**Native Grassland Success Criteria**

- Year One-** 15% or greater relative cover by native grass species throughout the site  
 Less Than 20% relative cover by nonnative grasses and ruderal forbs.  
 Greater than 35% absolute vegetative cover.
- Year Two-** 20% or greater relative cover by native grass species throughout the site  
 Less Than 20% relative cover by nonnative grasses and ruderal forbs.  
 Greater than 45% absolute vegetative cover.
- Year Three-** 30% or greater relative cover by native grass species throughout the site  
 Less Than 20% relative cover by nonnative grasses and ruderal forbs.  
 Greater than 55% absolute vegetative cover.
- Year Four-** 40% or greater relative cover by native grass species throughout the site  
 Less Than 20% relative cover by nonnative grasses and ruderal forbs.  
 Greater than 60% absolute vegetative cover.
- Year Five-** 50% or greater relative cover by native grass species throughout the site  
 Less Than 20% relative cover by nonnative grasses and ruderal forbs.  
 Greater than 65% absolute vegetative cover.

Milestone	Maintenance Action
1 year	If target plant materials experience mortality and do not meet first year success criteria, plants shall be replaced to bring densities up to 100% of the original planting density. Weed cover less than 20%.
2 year	If plants do not meet coverage criteria, additional seeding and planting will be done. Weed cover less than 20%.
3 year	If plants do not meet coverage criteria, additional seeding and planting will be done. Weed cover less than 20%.
4 year	If plants do not meet coverage criteria, additional seeding and planting will be done. Weed cover less than 20%.
5 year	If plants do not meet coverage criteria, additional seeding and planting will be done. Weed cover less than 20%.

**Coastal Sage Scrub Success Criteria**

Milestone	Assessment Criteria	Maintenance Action
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**CITY OF COSTA MESA  
FAIRVIEW PARK WETLANDS AND RIPARIAN HABITAT PROJECT  
RESTORATION PLAN**

1 year	All plants (seeds, container plantings, transplantations) to achieve 25% overall shrub cover and 90% survivorship of container stock. Community-defining species to constitute a minimum of 40% of overall shrub cover.	If target plant materials experience mortality and do not meet first year success criteria, plants shall be replaced to bring densities up to 100% of the original planting density. Weed cover less than 10%.
2 year	All plants (seeds, container plantings, transplantations) to achieve 40% overall shrub cover and 90% survivorship. Weed cover less than 10%. Community-defining species to constitute a minimum of 40% of overall shrub cover.	If plants do not meet coverage criteria, additional seeding and planting will be done.
3 year	All plants (seeds, container plantings, transplantations) to achieve 50% overall shrub cover and 90% survivorship. Weed cover less than 10%. Community-defining species to constitute a minimum of 40% of overall shrub cover. Supplemental irrigation is discontinued at the beginning of the 3rd year.	If plants do not meet coverage criteria, additional seeding and planting will be done.
4 year	All plants (seeds, container plantings, transplantations) to achieve 60% overall shrub cover and 90% survivorship. Weed cover less than 10%. Community-defining species to constitute a minimum of 40% of overall shrub cover.	If plants do not meet coverage criteria, additional seeding and planting will be done.
5 year	All plants (seeds, container plantings, transplantations) to achieve 70% overall shrub cover and 90% survivorship. Weed cover less than 10%. Community-defining species to constitute a minimum of 40% of overall shrub cover. This marks the final success criteria for the Mitigation and Monitoring Plan.	If plants do not meet coverage criteria, additional seeding and planting will be done.

**SITE ASSESSMENT**

The existing restoration site is the lower northern 51 acres of Fairview Park. 11-acres of the site is a Coastal Sage Scrub restoration area that is in its fifth year of maintenance and monitoring. This project was funded by Headlands LLC as mitigation for the Headlands Dana Point project.

Restoration of Phase I of the Wetlands and Riparian Habitat Project was completed in September 2009 and the first year of maintenance and monitoring was completed in September 2010. Seventeen acres of riparian habitat was planted as well as the grading of two wetland ponds and streams, and the installation of an irrigation system.

Invasive species on site have been eradicated with the exception of the area being restored for this 23-acre project.

Sensitive species onsite include:

*Centromadia parryi* ssp *australis*, southern tarplant, It is included in the CNPS Inventory of Rare and Endangered Plants on list 1B.1 (*rare, threatened, or endangered in CA and elsewhere*).

[http://cnps.site.aplus.net/cgi-bin/inv/inventory.cgi/Show?\\_id=centromadia\\_parryi\\_ssp.\\_australis](http://cnps.site.aplus.net/cgi-bin/inv/inventory.cgi/Show?_id=centromadia_parryi_ssp._australis)

*Ardea alba*, great egret-CDFG Special animals list,

<http://dfg.ca.gov/biogeodata/cnddb/pdfs/SPAnimals.pdf>

*Ardea Herodias*, great blue heron-CDFG Special animals list,

<http://dfg.ca.gov/biogeodata/cnddb/pdfs/SPAnimals.pdf>

*Accipiter cooperii*, cooper's hawk- CDFG Special animals list,

<http://dfg.ca.gov/biogeodata/cnddb/pdfs/SPAnimals.pdf>

*Elanus leucurus*, white-tailed kite- CDFG Special animals list,

<http://dfg.ca.gov/biogeodata/cnddb/pdfs/SPAnimals.pdf>

*Polioptila californica californica*, coastal California gnatcatcher- CDFG Special animals list,

<http://dfg.ca.gov/biogeodata/cnddb/pdfs/SPAnimals.pdf>

## PLANTING PLAN

### Species to be planted (See attachment C for individual habitats):

<i>Platanus Racemosa</i>	California Sycamore
	Alder
<i>Sambucus Mexicana</i>	Mexican Elderberry
<i>Schoenoplectus californicus</i>	California bulrush
<i>Typha domingensis</i>	Southern cattail
<i>Encelia californica</i>	Bush Sunflower
<i>Eriogonum fasciculatum</i> ssp. <i>fasciculatum</i>	California Buckwheat
<i>Isocoma menziesii</i> var. <i>venustus</i>	Coastal Goldenbush
<i>Isomeris arborea</i> var. <i>arborea</i>	Bladderpod
<i>Opuntia littoralis</i>	Coastal Prickly Pear
<i>Opuntia prolifera</i>	Coastal Cholla
<i>Abronia cilliosa</i> var. <i>aurita</i>	Chaparral Sand-verbena
<i>Baccharis pilularis</i>	Coyote Bush
<i>Baccharis salicifolia</i>	Mule Fat
<i>Rosa californica</i>	California Wild Rose
<i>Rubus ursinus</i>	California Blackberry
<i>Salix exigua</i>	Narrow-leaved Willow
<i>Salix lasiolepis</i>	Arroyo Willow
<i>Nasella lepida</i>	Foothill Needlegrass
<i>Nasella pulchra</i>	Purple Needlegrass
<i>Sisyrinchium bellum</i>	California Blue-eyed Grass
<i>Baccharis pilularis</i>	Coyote Bush
<i>Abronia cilliosa</i> var. <i>aurita</i>	Chaparral Sand-verbena
<i>Heteromeles arbutifolia</i>	Toyon

Malosma laurina  
Mirabilis californica  
Rhus integrifolia  
Ribes speciosum

Laurel sumac  
California wishbone bush  
Lemonade berry  
Fuchsia flowered gooseberry

## SPECIES PROTECTION

### Federally or state-listed species

The restoration site(s) (or suitable habitat within the restoration site[s]) shall be surveyed for listed species prior to the onset of restoration activities to ensure that no direct or indirect impacts will occur from project implementation. Surveys shall be conducted by a qualified biologist using agency-approved, species-specific survey protocols. If listed species are detected, the Project Sponsor(s) shall adhere to conditions in sections 2.8.2 and 2.8.3, of the Measure M2 Environmental Mitigation Program Restoration Funding Guidelines, as appropriate, including the preparation of a Species Protection Plan.

If restoration activities occur subsequent to site preparation (e.g., remedial grading in year 2 or 3), a qualified biologist shall re-survey for listed species using agency approved, species-specific survey protocols. If listed species are detected, the Project Sponsor(s) shall adhere to conditions in sections 2.8.2 and 2.8.3 of the Measure M2 Environmental Mitigation Program Restoration Funding Guidelines as appropriate, including the preparation of a Species Protection Plan.

### Breeding/nesting birds

If vegetation removal or other activities that may result in the destruction of nests and death or injury of nestlings and fledglings during the bird breeding season (March 15<sup>th</sup> to September 15<sup>th</sup> in riparian habitat and February 15<sup>th</sup> through August 31<sup>st</sup> in upland habitat), breeding bird surveys will be conducted. These surveys will consist of at least three surveys conducted the week prior to conducting activities, with the last survey occurring within 2 days prior to commencement of work activities. If no breeding/nesting birds are observed and concurrence has been received from OCTA, work activities may begin. If breeding/nesting birds are observed, the measures described in 2.9.3 of the Measure M2 Environmental Mitigation Program Restoration Funding Guidelines will be implemented.

### Southwestern pond turtle

Suitable habitat within the restoration site(s) (i.e., drainages that contain standing water and adjacent uplands) shall be surveyed for southwestern pond turtle (*Actinemys marmorata*) prior to the onset of restoration activities to ensure that no direct or indirect impacts will occur from project implementation. Presence/absence surveys shall be conducted by a qualified turtle biologist. The biologist shall survey both aquatic habitat and potential breeding areas or existing nests in adjacent uplands.

### Bats

If the restoration project includes any work at a bridge site, a qualified bat biologist shall survey the bridge structure for bats prior to the onset of restoration activities. The biologist shall conduct a minimum of 3 surveys, 7 days apart; unless a positive presence is determined, the surveys can be ended.

### **Restoration Restrictions**

-If threatened or endangered bird species are present in or adjacent to the restoration area, no work shall occur during the breeding season (March 15<sup>th</sup> through September 15<sup>th</sup> in riparian habitat and February 15<sup>th</sup> to August 31<sup>st</sup> in upland habitat) to avoid direct or indirect (e.g., noise) impacts to listed species *except* as authorized by state and/or federal threatened/endangered species permits/authorizations which may be required prior to commencing restoration activities.

-If breeding activities and/or active bird nests of unlisted bird species are located and concurrence has been received from OCTA, the breeding habitat/nest site shall be fenced or otherwise marked a minimum of 50 feet (250 feet for raptors) in all directions, and this area shall not be disturbed until the nest becomes inactive, or the young have fledged, are no longer being fed by the parents, have left the area, or will no longer be impacted by the project.

-Where restoration activities may disturb nesting swallows on bridges, the Project Sponsor(s) shall avoid work March 15<sup>th</sup> through September 15<sup>th</sup>. If such a condition cannot be met, then prior to March 1<sup>st</sup> of each year, the Project Sponsor(s) shall remove all existing nests which would be impacted by the project. The Project Sponsor(s) shall continue to discourage new nest building in places where they would be disturbed using methods approved by OCTA. Nest removal and hazing must be repeated at least weekly until restoration activities begin or until a swallow exclusion device is installed. The exclusion device must provide a space of four to six inches for the passage of snakes at the bottom edge. Nests must be discouraged throughout the restoration implementation phase. At no time shall occupied nests be destroyed as a result of project implementation.

-If southwestern pond turtles are present in or adjacent to the restoration area, impacts to turtle habitat in wetlands or uplands from project implementation shall take place outside the breeding period (April-August).

-If bats are present in or adjacent to the restoration area, OCTA shall be notified and provisions for their protection/conservation will be discussed. If loss of significant bat roosting habitat occurs due to the implementation of the project, the Project Sponsor(s) shall institute protection measures including the installation of roosting structures below the deck at OCTA approved locations.

-If work is performed within any stream channel during the winter storm period, the Project Sponsor(s) shall monitor the five day weather forecast. Where the forecast indicates precipitation, the Project Sponsor(s) shall secure the site to prevent materials from entering the stream or washing downstream. The site shall be completely secured one day prior to precipitation, unless prior written approval has been provided by OCTA. During precipitation events, restoration activities are prohibited *except* for those activities necessary to secure the site. No work shall occur in areas containing flowing water until the flows have receded and the soil moisture content has stabilized.

### **SITE PREPARATION AND INSTALLATION**

The "weed farming" method of removal will be utilized for the restoration site. Reclaimed irrigation will be utilized during the weed removal and plant establishment period. Weed farming includes a cycle of irrigation, weed germination, and weed removal that may be repeated up to 12 times or more as a means of reducing the weed seed bank. Mechanical clearing, mowing, and non-residual herbicides (e.g., Rodeo and/or Roundup) may be used to remove weed and exotic species, will be used in combination with weed farming. The weed farming process is described below: The site will be cleared of weeds by mechanical mowing. Cut vegetation (including stems and flowering heads) will be removed from the site and disposed of at an appropriate offsite facility. In the absence of natural rainfall, the restoration area will be irrigated two times per week for a two week period using a temporary irrigation system. Soils shall be saturated to a depth of at least 3 inches during each irrigation cycle.

Germinated weeds will be mowed and/or treated with an appropriate postemergent herbicide at the end of the first two week irrigation cycle. Dead vegetation will be removed from the site and disposed of at an appropriate offsite location.

The cycle of irrigation and weed removal, as described above, will be repeated at least 3 times, including the initial cycle. The cycle will be repeated during different seasons to ensure the removal of both annuals and perennials.

#### **RESTORATION MAINTENANCE PROGRAM**

The contractor responsible for the planting of the restoration site will be responsible for the first year of maintenance and monitoring. City staff and a landscape contractor will be responsible for the remaining 4-9 years of maintenance and monitoring period.

During the first year of maintenance, the contractor will perform weed control, litter control, erosion control, and irrigation checks on a weekly basis. An irrigation system is currently operating on site establishing the 17-acres of riparian habitat that is in its second year of monitoring. The new irrigation system for this project will tie into the existing system with the addition of one more automatic controller (See Attachment C). The system uses reclaimed water.

#### **RESTORATION MONITORING PROGRAM**

A five year maintenance and monitoring plan has been developed for the native habitat plantings except for the alder woodland which is for a ten year period. Monitoring will assess the attainment of annual and final success criteria and identify the need to implement contingency measures in the event of failure. Monitoring methods include field sampling techniques that are based upon the California Native Plant Society field sampling protocol. The City has also installed three monitoring wells to gauge the groundwater replenishment.

Monitoring will assess the attainment of annual and final success criteria and identify the need to implement contingency measures in the event of failure. For the first year after planting monitoring will occur on a monthly basis and reports will be generated and submitted to OCTA. An annual report will also be submitted to OCTA and the wildlife agencies.

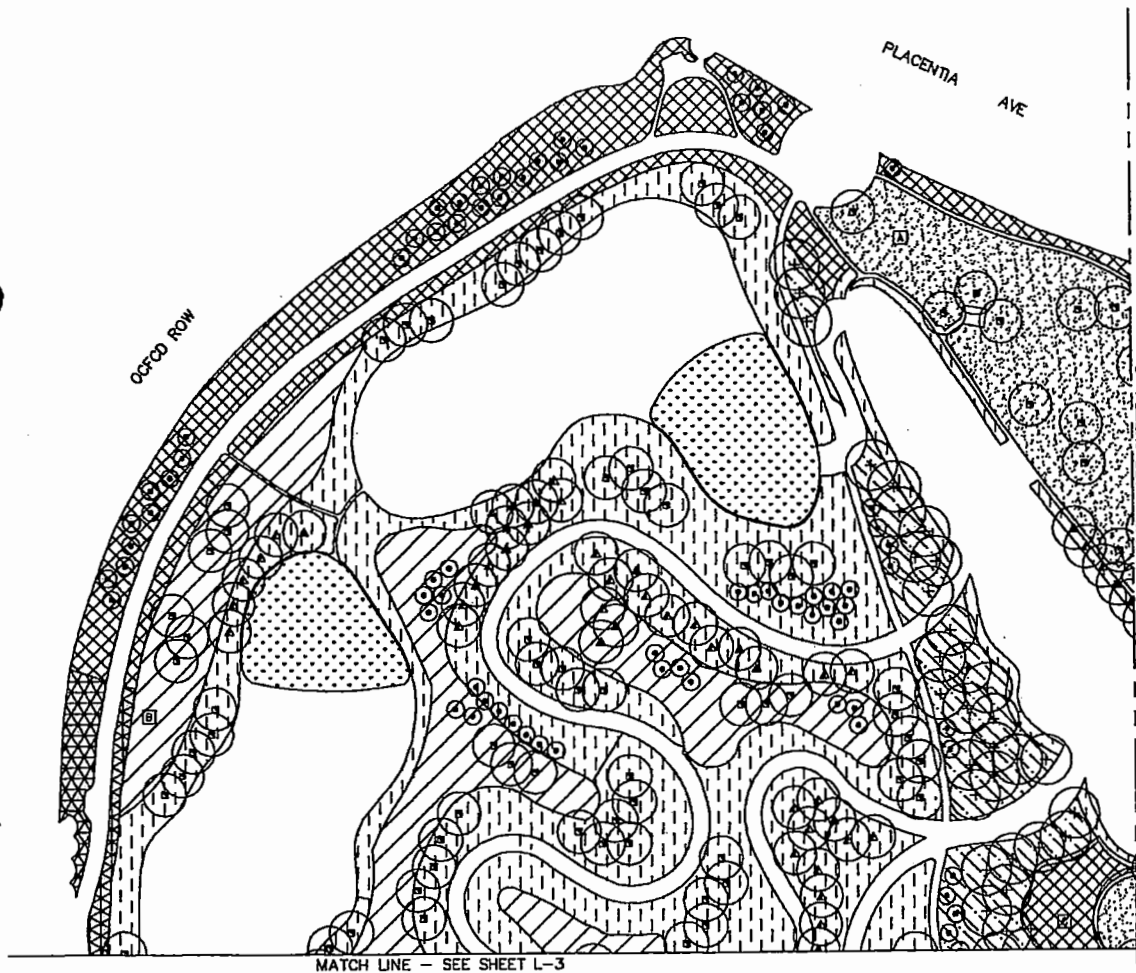
During years 2-5 of the restoration monitoring reports will be generated on a quarterly basis. A photo journal of the project will be submitted by the City's contracted biologist. Monitoring methods include field sampling techniques that are based upon the California Native Plant Society field sampling protocol. Please refer to *A Manual of California Vegetation* for further details on this sampling method.

#### **Transect Methods**

Quantitative sampling within the restoration site will be performed using 25-meter line-intercept transects that were placed randomly throughout the site. Placement of transects will be determined using random numbers tables to provide two coordinates, one that indicates the distance along a longitudinal centerline bisecting the site and one that determines the distance from the line. Vegetative cover will be estimated by species present at 0.5-meter intervals and recorded on a data sheet. Sampling will be conducted with sufficient replication to detect a 10% difference in absolute ground cover between the mean of the restoration and the annual success criteria with 90% power at an alpha level of 0.10.



- |                |                                 |                    |                         |                     |             |
|----------------|---------------------------------|--------------------|-------------------------|---------------------|-------------|
| Willow Scrub   | Grassland                       | Alder Woodland     | Retention pond          | California Sycamore | White Alder |
| Mule Fat Scrub | Coastal Sage Scrub              | Wetland Vegetation | Channel with embankment | Western Cottonwood  |             |
| Sandbar Willow | Aluvial Sand Coastal Sage Scrub | Project Limits     |                         | Mexican Elderberry  |             |
- 0 100 200 400 Feet



**PLANTING LEGEND:**

**TREES:**

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY
○	PLATANUS RACEMOSA	CALIFORNIA SYCAMORE	5 GALLON	255
+	ALNUS RHOMBIFOLIA	WHITE ALDER	5 GALLON	41
△	POPULUS FREMONTII	WESTERN COTTONWOOD	5 GALLON	161
⊙	SAMBUCUS MEXICANA	MEXICAN ELDERBERRY	5 GALLON	318

**SHRUBS & GROUNDCOVERS:**

SYMBOL	DESCRIPTION
	WETLAND VEGETATION SEE SHEET L-7 FOR PALETTE AND NOTES
	COASTAL SAGE SCRUB PLANTING SEE SHEET L-7 FOR PALETTE AND NOTES
	ALLUVIAL SAND COASTAL SAGE SCRUB SEE SHEET L-8 FOR PALETTE AND NOTES
	ALDER WOODLAND SEE SHEET L-8 FOR PALETTE AND NOTES
	NATIVE GRASSLAND SEE SHEET L-9 FOR PALETTE AND NOTES
	MULEFAT SEE SHEET L-9 FOR PALETTE AND NOTES
	SANDBAR WILLOW SCRUB SEE SHEET L-10 FOR PALETTE AND NOTES
	WILLOW SEE SHEET L-10 FOR PALETTE AND NOTES

**SOILS TEST LOCATIONS:**

- A - 12" - 36" DEPTH
- B - 12" - 36" DEPTH
- C - 12" - 36" DEPTH
- D - 12" - 36" DEPTH
- E - 12" - 36" DEPTH
- F - 12" - 36" DEPTH
- G - 12" - 36" DEPTH
- H - 12" - 36" DEPTH

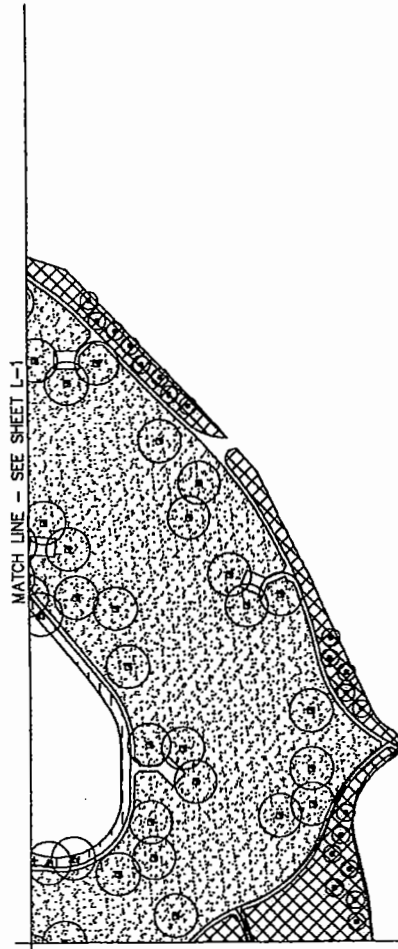


KEY MAP  
1"=100'

**NOTE:**

SEE SHEET L-2 FOR PLANTING NOTES  
& SHEETS L-7 THRU L-10 FOR PLANTING PALETTES.

PLACENTIA AVE

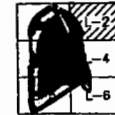


**PLANTING NOTES:**

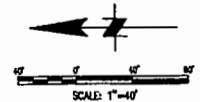
1. AT THE CONCLUSION OF ROUGH GRADING, AN AGRONOMIC SOILS REPORT SHALL BE PREPARED BY AN ACCREDITED SOILS TESTING LABORATORY APPROVED BY THE OWNER AND FURNISHED TO THE CONTRACTOR. ALL RECOMMENDATIONS FROM SUCH REPORT SHALL BE INCORPORATED BY THE CONTRACTOR INTO INSTALLATION OF ALL PLANTING AREAS.
2. ALL TREE & SHRUB MATERIAL SPECIFIED MUST MEET STANDARD INDUSTRY SPECIFICATIONS FOR THE CONTAINER SIZE INDICATED. IF CONTRACTOR CANNOT LOCATE MATERIAL OF ACCEPTABLE SIZE AT THE TIME OF INSTALLATION, CONTACT LANDSCAPE ARCHITECT FOR SPECIES SUBSTITUTION; DOWN-SIZING OR SUBSTITUTION OF PLANT MATERIAL WITHOUT PRIOR APPROVAL OF LANDSCAPE ARCHITECT WILL NOT BE ALLOWED.
3. CONCEAL ALL IRRIGATION VALVES IN SHRUB AREAS.
4. TREES SHALL NOT BE PLANTED CLOSER THAN FOUR (4) FEET FROM ANY WALKWAY OR PUBLIC SIDEWALK, UNLESS SHOWN OR NOTED ON PLAN. ALL TREES PLANTED WITHIN (6) FIVE FEET OF WALKS OR PUBLIC UTILITIES SHALL RECEIVE DEEP ROOT BARRIERS, 24" DEEP PANEL, - 10' LONG (2' EACH SIDE OF TRUNK).
6. TREE LOCATIONS SHOWN ON PLAN MAY REQUIRE ADJUSTMENT IN THE FIELD. WHENEVER FEASIBLE, TREES SHOULD BE PLANTED A MINIMUM OF TEN (10) FEET FROM ALL UNDERGROUND UTILITIES AND OUT OF DRAINAGE FLOW LINES. SHOULD THIS NOT BE POSSIBLE, CONTACT THE LANDSCAPE ARCHITECT FOR DECISION ON PLACEMENT.

**NOTE:**

SEE SHEET L-1 FOR PLANTING LEGEND  
& SHEETS L-7 THRU L-10 FOR PLANTING PALETTES.



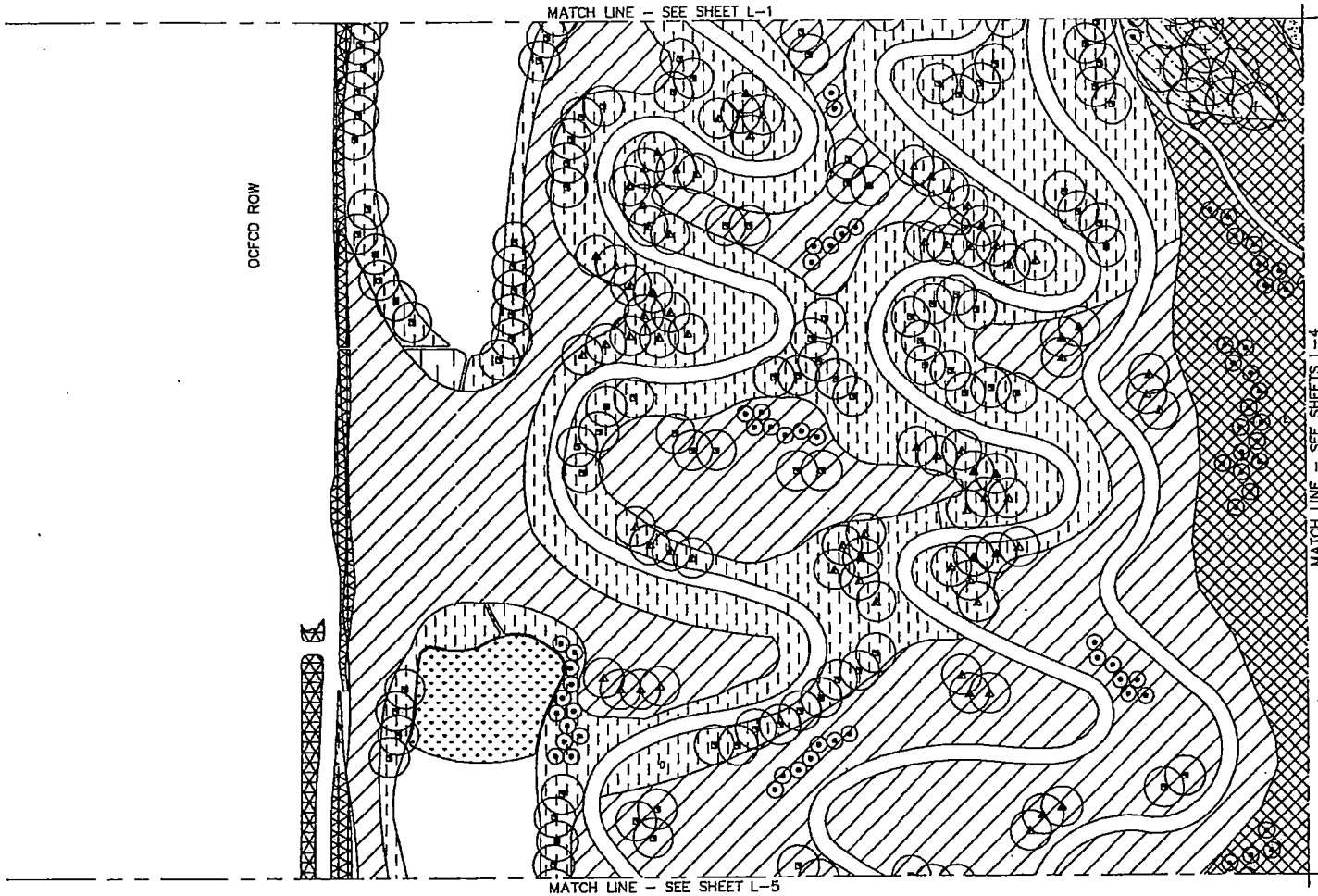
**KEY MAP**  
1"=100'



EQ/AT      EQ      EQ

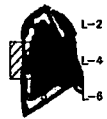
LANDSCAPE PLAN

L-2



**NOTE:**

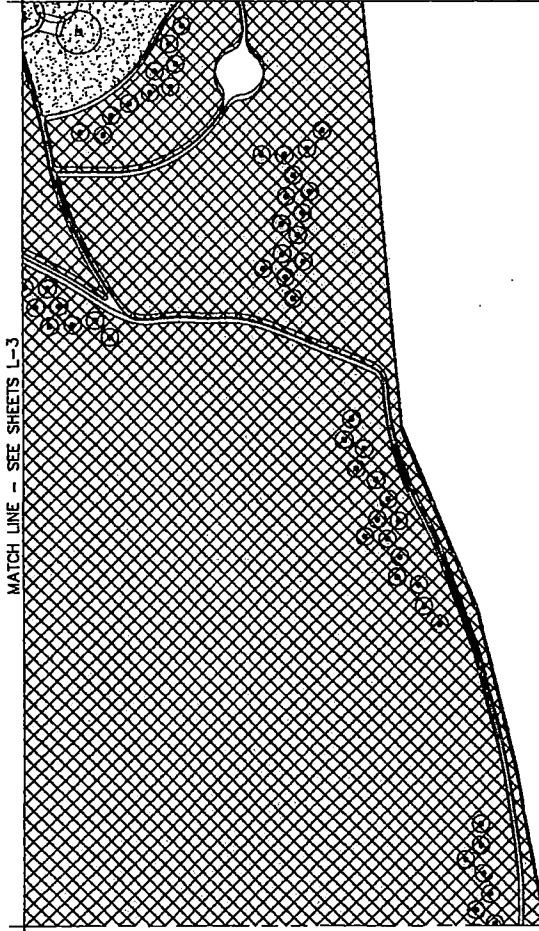
SEE SHEETS L-1 & L-2 FOR PLANTING LEGEND & NOTES  
 & SHEETS L-7 THRU L-10 FOR PLANTING PALETTES.



**KEY MAP**  
 1"=1000'

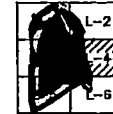
EQ/MT      EQ      CD

MATCH LINE - SEE SHEET L-2



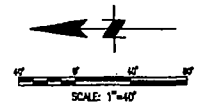
**NOTE:**

SEE SHEETS L-1 & L-2 FOR PLANTING LEGEND & NOTES  
& SHEETS L-7 THRU L-10 FOR PLANTING PALETTES.



MATCH LINE - SEE SHEET L-6

**KEY MAP**  
1"=100'

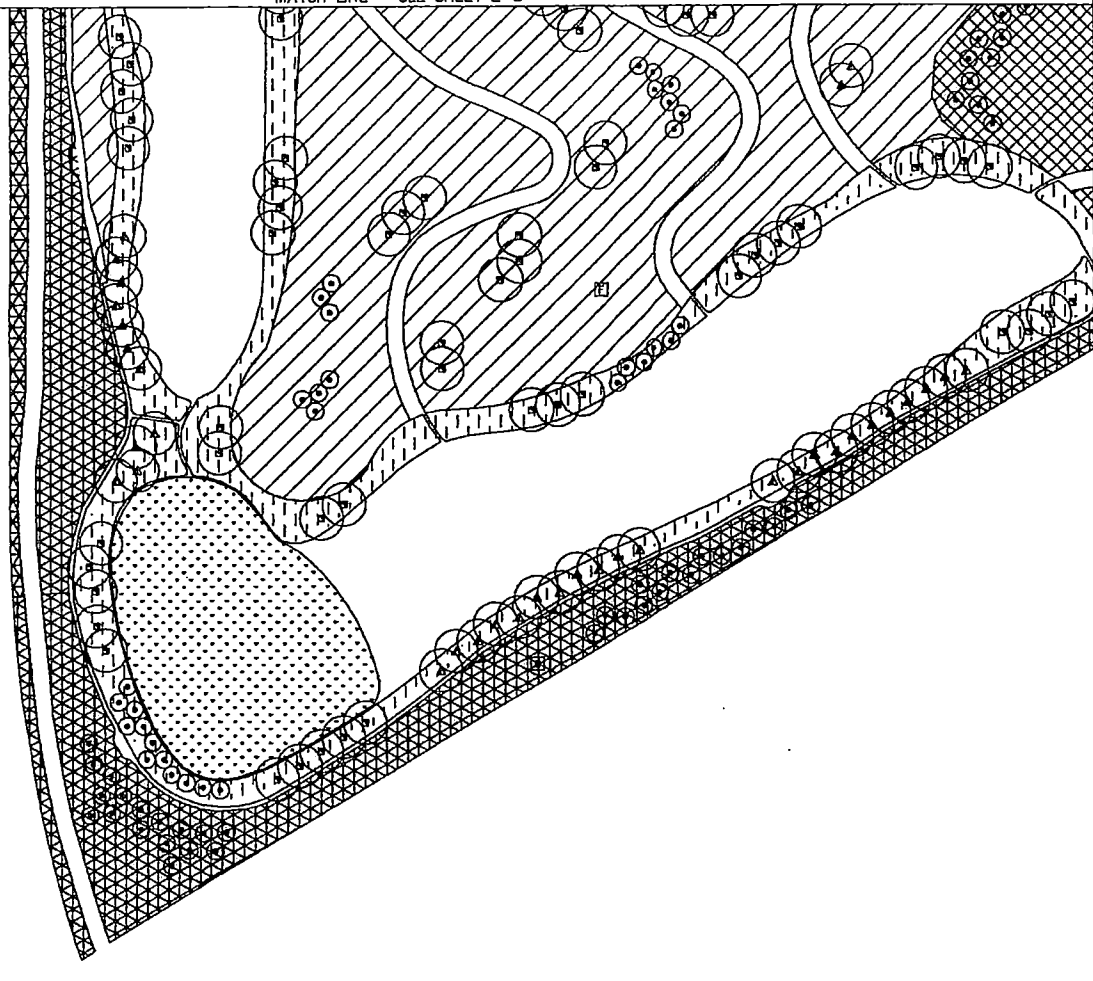


ED/MT      EG      GD

LANDSCAPE PLAN

L-4

MATCH LINE - SEE SHEET L-3



**NOTE:**

SEE SHEETS L-1 & L-2 FOR PLANTING LEGEND & NOTES  
& SHEETS L-7 THRU L-10 FOR PLANTING PALETTES.

MATCH LINE - SEE SHEETS L-6

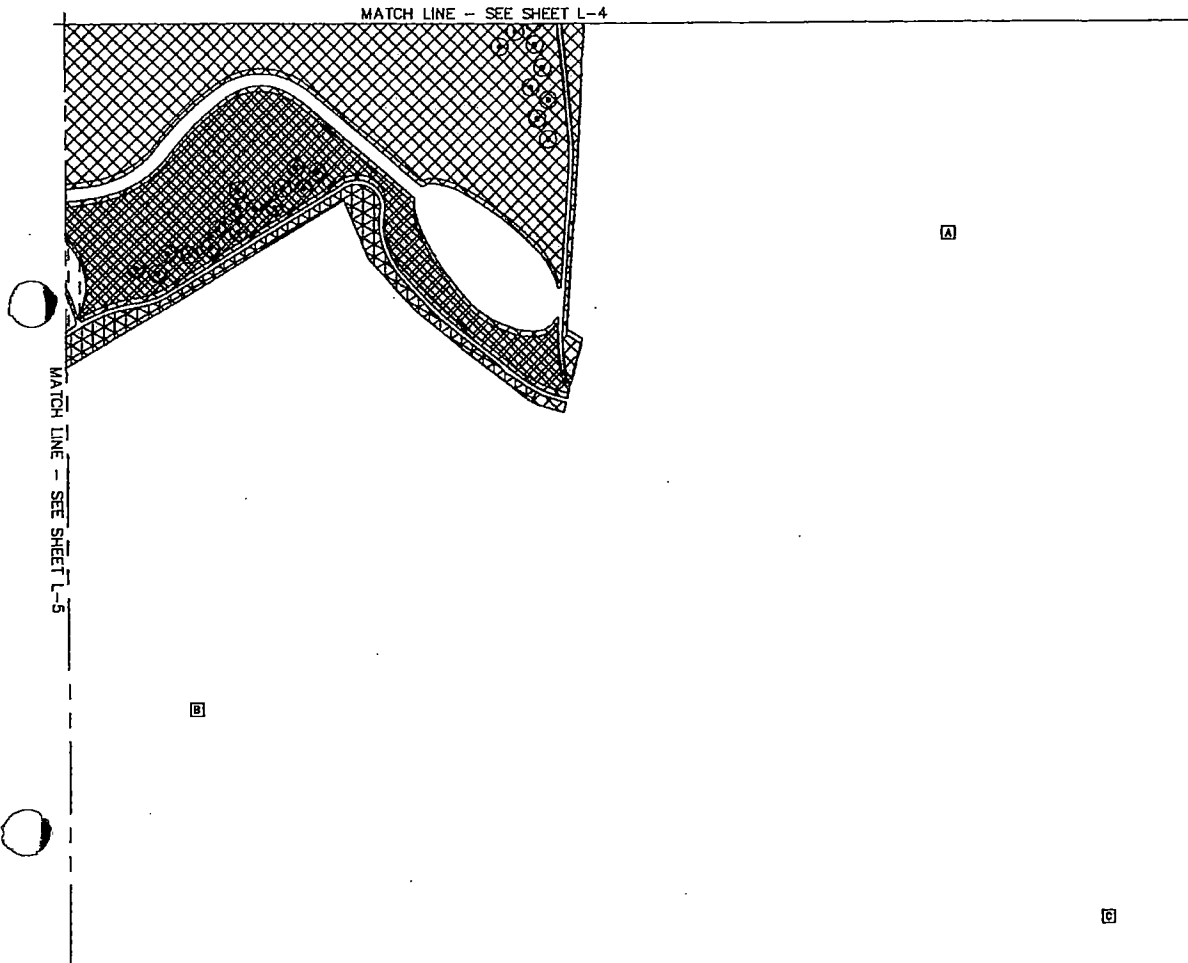


**KEY MAP**  
1"=1000'

ES/ART    SS    00

LANDSCAPE PLAN

L-5



**PLANTING LEGEND:**

**TREES:**

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY.
□	PLATANUS RACEMOSA	CALIFORNIA SYCAMORE	5 GALLON	255
+	ALNUS RHOMBIFOLIA	WHITE ALDER	5 GALLON	41
△	POPULUS FREMONTI	WESTERN COTTONWOOD	5 GALLON	181
○	SAMBUCUS MEXICANA	MEXICAN ELDERBERRY	5 GALLON	316

**SHRUBS & GROUNDCOVERS:**

SYMBOL	DESCRIPTION
[Dotted pattern]	WETLAND VEGETATION SEE SHEET L-7 FOR PALETTE AND NOTES
[Cross-hatch pattern]	COASTAL SAGE SCRUB PLANTING SEE SHEET L-7 FOR PALETTE AND NOTES
[Diagonal lines]	ALLUVIAL SAND COASTAL SAGE SCRUB SEE SHEET L-8 FOR PALETTE AND NOTES
[Horizontal lines]	ALDER WOODLAND SEE SHEET L-8 FOR PALETTE AND NOTES
[Vertical lines]	NATIVE GRASSLAND SEE SHEET L-9 FOR PALETTE AND NOTES
[Diagonal lines]	MULEFAT SEE SHEET L-9 FOR PALETTE AND NOTES
[Hexagonal pattern]	SANDBAR WILLOW SCRUB SEE SHEET L-10 FOR PALETTE AND NOTES
[Vertical lines]	WILLOW SEE SHEET L-10 FOR PALETTE AND NOTES

**SOILS TEST LOCATIONS:**

- A - 12" - 36" DEPTH
- B - 12" - 36" DEPTH
- C - 12" - 36" DEPTH
- D - 12" - 36" DEPTH
- E - 12" - 36" DEPTH
- F - 12" - 36" DEPTH
- G - 12" - 36" DEPTH
- H - 12" - 36" DEPTH



**NOTE:**

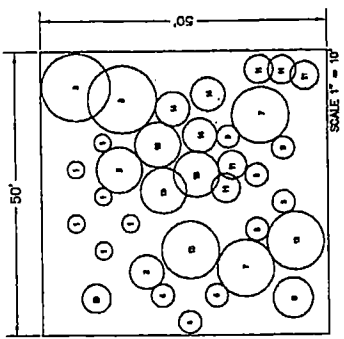
SEE SHEET L-2 FOR PLANTING NOTES & SHEETS L-7 THRU L-10 FOR PLANTING PALETTES.

**COASTAL SAGE SCRUB PLANT PALETTE.**  
TOTAL AREA - 387,294 S.F.

1 GALLON CONTAINERS AS SHOWN IN TYPICAL LAYOUT BELOW.

BOTANICAL NAME	COMMON NAME	% OF COVER	TOTAL NUMBER PER LAYOUT	TOTAL NUMBER FOR ENTIRE AREA
ARTENISA CALIFORNICA	CALIFORNIA SAGEBRUSH		8	882
BACCHARIS PULCHRA	COTYLE BUSH		1	147
BRICKELLIA CALIFORNICA	BUSH		4	688
FASCICULARIA FASCICULARIS	BUCKWHEAT		3	441
HEPEROMIS AUSTRIACA	TOYON		1	147
ISOMERS ARBOREA	BLADDERPOD		1	147
MALACOTHAMNUS PASCUATUS	BUSH MALLOW		1	147
MALVOSA LAURINA	LAUREL SUMAC		2	294
MIRABILIS CALIFORNICA	CALIFORNIA WISHBONE		1	147
ORNITHIA UTICENSIS	COASTAL PRICKLY PEAR		1	147
ORNITHIA PROPERA	COASTAL CHOLLA		1	147
ORNITHIA PROPERA	LEMONADE BERRY		1	147
ORNITHIA PROPERA	RICHIA-FLOWERED GOOSEBERRY		1	147
ORNITHIA PROPERA	BLACK SAGE		4	588

**TYPICAL LAYOUT FOR 1 GAL. CONTAINER PLANTS.**



**NOTES.**

THIS TYPICAL LAYOUT (2,600 S.F.) WILL BE REPEATED THROUGHOUT THE AREA SHOWN. THE CONFIGURATION OF THE TYPICAL PLANT LAYOUTS WILL BE ADJUSTED IN THE FIELD ACCORDING TO THE SIZE AND CONFIGURATION OF THE PLANTING AREA. THE SIZE OF THE SPECIES IS BASED ON MATURE PLANT SPREAD. THE COASTAL SAGE SCRUB SEED MIX WILL BE APPLIED TO THE PLANTING AREA AT A RATE OF 100% COVERAGE. REFER TO PLANTING SPECIFICATIONS FOR METHOD OF APPLICATION.

**WETLAND VEGETATION.**

BOTANICAL NAME	COMMON NAME	% PURITY	% GENL.	LIBS. PER ACRE
ARTENISA CALIFORNICA	CALIFORNIA SAGEBRUSH	80	60	2
BRICKELLIA CALIFORNICA	BUSH	50	50	1
BRICKELLIA CALIFORNICA	CATTAIL	70	50	1
BRICKELLIA CALIFORNICA	MARSH FLECK	20	50	.40
BRICKELLIA CALIFORNICA	YERBA MANSA	50	70	.30

**COASTAL SAGE SCRUB SEED MIX.**

BOTANICAL NAME	COMMON NAME	% PURITY	% GENL.	LIBS. PER ACRE
ARTENISA CALIFORNICA	CALIFORNIA SAGEBRUSH	95	80	.50
BRICKELLIA CALIFORNICA	BLADDERPOD	90	80	.10
BRICKELLIA CALIFORNICA	BUCKWHEAT	90	80	.20
BRICKELLIA CALIFORNICA	TOYON	40	60	1.5
BRICKELLIA CALIFORNICA	BLADDERPOD	10	10	.15
BRICKELLIA CALIFORNICA	BUCKWHEAT	50	20	.80
BRICKELLIA CALIFORNICA	TOYON	30	70	.25
BRICKELLIA CALIFORNICA	BUCKWHEAT	98	60	.20
BRICKELLIA CALIFORNICA	TOYON	5	40	.30
BRICKELLIA CALIFORNICA	BLADDERPOD	20	80	.02
BRICKELLIA CALIFORNICA	BLADDERPOD	40	30	.25
BRICKELLIA CALIFORNICA	BLADDERPOD	90	60	.50
BRICKELLIA CALIFORNICA	BLADDERPOD	70	80	1
BRICKELLIA CALIFORNICA	BLADDERPOD	60	80	.50
BRICKELLIA CALIFORNICA	BLADDERPOD	95	80	.40
BRICKELLIA CALIFORNICA	BLADDERPOD	80	85	2.5
BRICKELLIA CALIFORNICA	BLADDERPOD	88	85	.40
BRICKELLIA CALIFORNICA	BLADDERPOD	15	80	.03
BRICKELLIA CALIFORNICA	BLADDERPOD	2	80	.80
BRICKELLIA CALIFORNICA	BLADDERPOD	90	50	.20
BRICKELLIA CALIFORNICA	BLADDERPOD	80	80	2
BRICKELLIA CALIFORNICA	BLADDERPOD	90	80	7
BRICKELLIA CALIFORNICA	BLADDERPOD	80	80	1.5
BRICKELLIA CALIFORNICA	BLADDERPOD	98	76	1
BRICKELLIA CALIFORNICA	BLADDERPOD	70	50	.50
BRICKELLIA CALIFORNICA	BLADDERPOD	85	75	.10



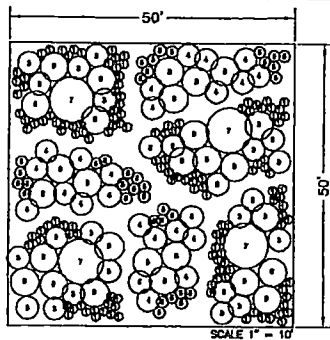
**ALLUVIAL SAND COASTAL SAGE SCRUB PLANT PALETTE:**

TOTAL AREA - 29,500 S.F.

1 GALLON CONTAINERS AS SHOWN IN TYPICAL LAYOUT BELOW:

BOTANICAL NAME	COMMON NAME	% OF COVER	TOTAL NUMBER PER LAYOUT	TOTAL NUMBER FOR ENTIRE AREA
① ABRONIA VILLOSA VAR. AURITA	CHAPARRAL SAND - VERBENA		115	1,300
② EUCHELIA CALIFORNICA	BUSH SUNFLOWER		24	288
③ EROGONIUM FASCICULATUM	CALIFORNIA BUCKWHEAT		24	288
④ ISOCOMA MENZIESII VAR. VESTIUS	COASTAL GOLDENBUSH		38	432
⑤ ISOMERS ARBOREA	BLADDERPOD		18	216
⑥ OPUNTIA LITTORALIS	COASTAL PRICKLY PEAR		4	48
⑦ OPUNTIA PROLIFERA	COASTAL CHOLLA		10	120

TYPICAL LAYOUT FOR 1 GAL. CONTAINER PLANTS:



**NOTES:**

THIS TYPICAL LAYOUT (2,500 S.F.) WILL BE REPEATED THROUGHOUT THE AREA SHOWN.

THE CONFIGURATION OF THE TYPICAL PLANT LAYOUTS WILL BE ADJUSTED IN THE FIELD ACCORDING TO THE SIZE AND CONFIGURATION OF THE PLANTING AREA.

THE SIZE OF THE SPECIES IS BASED ON MATURE PLANT SPREAD.

THE ALLUVIAL SAND COASTAL SAGE SCRUB SEED MIX WILL BE APPLIED TO THE PLANTING AREA AT A RATE OF 100% COVERAGE.

REFER TO PLANTING SPECIFICATIONS FOR METHOD OF APPLICATION.

**ALLUVIAL SAND COASTAL SAGE SCRUB SEED MIX:**

BOTANICAL NAME	COMMON NAME	% PURITY	% GERM.	LBS. PER ACRE
ABRONIA VILLOSA VAR. AURITA	CHAPARRAL SAND - VERBENA	80	40	3
BACCHARIS PILULARIS	COYOTE BRUSH	2	40	3
CROTON CALIFORNICUS	CALIFORNIA CROTON	80	40	2
EUCHELIA CALIFORNICA	BUSH SUNFLOWER	40	80	4
EROGONIUM FASCICULATUM	CALIFORNIA BUCKWHEAT	50	10	12
EROPHYLLUM CONFERTUM	GOLDEN YARROW	30	80	4
ISOCOMA MENZIESII VAR. VESTIUS	COASTAL GOLDENBUSH	30	30	4
ISOMERS ARBOREA	BLADDERPOD	90	60	3
LOTUS SCOPARIUS	DEERWEED	90	80	6
LUPINUS BICOLOR	MINIATURE LUPINE	88	85	3
NASELLA LEPIDA	FOOTHILL NEEDLEGRASS	80	80	4
DENOTHERA CALIFORNICA	CALIFORNIA EVENING PRIMROSE	80	80	1



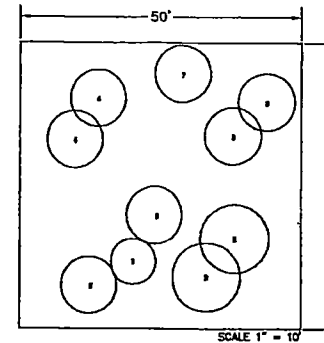
**ALDER WOODLAND PLANT PALETTE:**

TOTAL AREA - 144,480 S.F.

1 GALLON CONTAINERS AS SHOWN IN TYPICAL LAYOUT BELOW:

BOTANICAL NAME	COMMON NAME	% OF COVER	TOTAL NUMBER PER LAYOUT	TOTAL NUMBER FOR ENTIRE AREA
① HETEROMELES ARBUTIFOLIA	TOYON		1	80
② MALOSMA LAURINA	LAUREL SUMAC		2	120
③ RHUS INTEGRIFOLIA	LEMONADE BERRY		2	120
④ RIBES SPECIOSUM	FUCHSIA-FLOWERED GOOSEBERRY		2	120
⑤ ROSA CALIFORNICA	CALIFORNIA ROSE		1	80
⑥ RUBUS URSINUS	CALIFORNIA BLACKBERRY		1	80
⑦ VITIS GRISEANA	DESERT GRAPE		1	80

TYPICAL LAYOUT FOR 1 GAL. CONTAINER PLANTS:



**NOTES:**

THIS TYPICAL LAYOUT (2,500 S.F.) WILL BE REPEATED THROUGHOUT THE AREA SHOWN.

THE CONFIGURATION OF THE TYPICAL PLANT LAYOUTS WILL BE ADJUSTED IN THE FIELD ACCORDING TO THE SIZE AND CONFIGURATION OF THE PLANTING AREA.

THE SIZE OF THE SPECIES IS BASED ON MATURE PLANT SPREAD.

THE ALDER WOODLAND SEED MIX WILL BE APPLIED TO THE PLANTING AREA AT A RATE OF 100% COVERAGE.

REFER TO PLANTING SPECIFICATIONS FOR METHOD OF APPLICATION.

**ALDER WOODLAND SEED MIX:**

BOTANICAL NAME	COMMON NAME	% PURITY	% GERM.	LBS. PER ACRE
BROMUS CARNATUS	SMALL FLOWERED CALIFORNIA BROME	95	80	2
EROPHYLLUM CONFERTIFLORUM	GOLDEN YARROW	30	70	1
ESCHSCHOLZIA CALIFORNICA	CALIFORNICA POPPY	88	80	2
GALUM ANGUSTIFOLIUM	CHAPARRAL BEDSTRAW	80	30	.50
GNAPHALIUM CALIFORNICUM	CALIFORNIA EVERLASTING	8	40	.50
LASTERIA CALIFORNICA	COASTAL GOLDFIELDS	70	90	2.5
LEYMUS CONDENSATUS	GRANT WILD RYE	80	80	.20
LUPINUS BICOLOR	MINIATURE LUPINE	88	85	1
LUPINUS SUCCULENTUS	ARROYO LUPINE	88	85	2
MMULUS AURANTIACUS	BUSH MONKEYFLOWER	2	80	.50
NASELLA LEPIDA	FOOTHILL NEEDLEGRASS	90	80	2
NASELLA PULCHRA	PURPLE NEEDLEGRASS	90	80	8
PLANTAGO OVATA	WOOLLY PLANTAIN	88	75	2.5
SPHYRNCHUM BELLUM	BLUE-EYED GRASS	95	75	.20





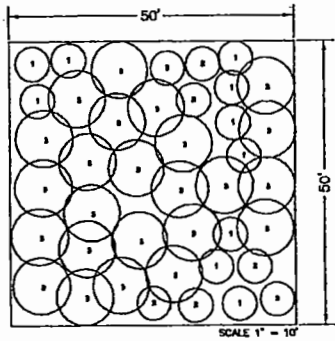
**SANDBAR WILLOW SCRUB PLANT PALETTE:**  
TOTAL AREA - 292,236 S.F.

1 GALLON CONTAINERS & CUTTINGS AS SHOWN  
IN TYPICAL LAYOUT BELOW:

BOTANICAL NAME	COMMON NAME	% OF COVER	TOTAL NUMBER PER LAYOUT	TOTAL NUMBER FOR ENTIRE AREA
BACCHARIS EMORYI	EMORY'S BACCHARIS		10	837
BACCHARIS PILLULARIS	COYOTE BUSH		8	179
SALIX DOUGLII	NARROW LEAFED WILLOW		23	2,289



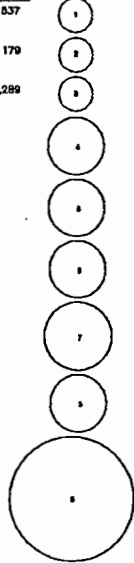
TYPICAL LAYOUT FOR 1 GAL. CONTAINER PLANTS & CUTTINGS:



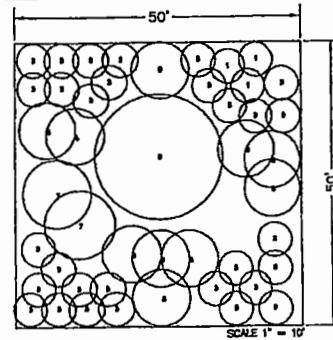
**WILLOW SCRUB PLANT PALETTE:**  
TOTAL AREA - 292,236 S.F.

1 GALLON CONTAINERS & CUTTINGS AS SHOWN  
IN TYPICAL LAYOUT BELOW:

BOTANICAL NAME	COMMON NAME	% OF COVER	TOTAL NUMBER PER LAYOUT	TOTAL NUMBER FOR ENTIRE AREA
BACCHARIS EMORYI	EMORY'S BACCHARIS		3	351
BACCHARIS PILLULARIS	COYOTE BUSH		1	117
**BACCHARIS SALICIFOLIA	MULFAT		29	3,383
ROSA CALIFORNICA	CALIFORNIA ROSE		2	234
RUBUS URSINUS	CALIFORNIA BLACKBERRY		1	117
**SALIX DOUGLII	NARROW-LEAFED WILLOW		8	702
**SALIX COCODONDI	COODON'S BLACK WILLOW		2	234
SALIX LAEVIGATA	RED WILLOW		1	117
**SALIX LASIOLEPIS	ARROYO WILLOW		1	117



TYPICAL LAYOUT FOR 1 GAL. CONTAINER PLANTS & CUTTINGS:



**NOTES:**

THIS TYPICAL LAYOUT (2,000 S.F.) WILL BE REPEATED THROUGHOUT THE AREA SHOWN.

THE CONFIGURATION OF THE TYPICAL PLANT LAYOUTS WILL BE ADJUSTED IN THE FIELD ACCORDING TO THE SIZE AND CONFIGURATION OF THE PLANTING AREA.

THE SIZE OF THE SPECIES IS BASED ON MATURE PLANT SPREAD.

THE WILLOW SCRUB SEED MIX WILL BE APPLIED TO THE PLANTING AREA AT A RATE OF 100% COVERAGE.

REFER TO PLANTING SPECIFICATIONS FOR METHOD OF APPLICATION.

**WILLOW SCRUB SEED MIX:**

BOTANICAL NAME	COMMON NAME	% PURITY	% GERM.	LIBS. PER ACRE
AMBRICIA PSILOSTACHYA	WESTERN RAGWEED	20	30	5
ARTEMISIA DOUGLASSIANA	MUGWORT	15	50	.80
ARTEMISIA DRACUNDELLIUS	TARRAGON	10	80	.50
ASCLEPIAS FASCICULARIS	NARROW-LEAFED MILKWEED	90	80	.30
BACCHARIS EMORYI	EMORY'S BACCHARIS	10	20	1
BACCHARIS PILLULARIS	COYOTE BUSH	2	40	.75
CYPERUS ERAGROSTIS	TALL UMBRELLA SEDGE	90	80	.15
ELEOCHARIS MACROSTACHYA	COMMON SPICERUSH	90	70	.35
HORDEUM BRACHYANTHERUM	MEADOW BARLEY	90	80	8
ISOCOMA MENZIESII	COASTAL GOLDENRUSH	40	30	.60
JUNCUS MEXICANUS	MEXICAN RUSH			.80
LETRIS TRITICOIDES	BEARDLESS WILDFE	90	80	4
DIENETHEALATA SSP. HOOKERI	EVENING PRIMROSE	98	70	1
PLUCHEA ODORATA	MARSH FLEABANE	20	50	.40
URTICA DIKKA SPP. HOLLANDICA	HICKEY NETTLE	80	80	.10
VERBENA LASIOSTACHYS	WESTERN VERBENA	50	80	1

## LEVEL 1 SAFETY SPECIFICATIONS

### PART I – GENERAL

#### 1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

- A. The Consultants, its sub-tier Consultants, suppliers, and employees have the obligation to comply with all Authority health, safety and environmental compliance department (HSEC) policies, as well as all federal, state, and local regulations pertaining to scope of work, contracts or agreements with the Authority. Additionally, manufacturer requirements are considered incorporated by reference as applicable to this scope of work.
- B. Observance of repeated unsafe acts or conditions, serious violation of safety standards, non-conformance of Authority health, safety and environmental compliance department (HSEC) requirements, or disregard for the intent of these safety specifications to protect people and property, by Consultants or its sub-tier contractors may be cause for termination of scope, contracts, or agreements with the Authority, at the sole discretion of the Authority.
- C. The health, safety, and environmental requirements, and references contained within this scope of work shall not be considered all-inclusive as to the hazards that might be encountered. Safe work practices shall be planned and performed, and safe conditions shall be maintained during the course of this work scope.
- D. The Authority Project Manager shall be responsible to ensure a safety orientation is conducted for all Consultant personnel, sub-tier Consultants, suppliers, vendors, and new employees assigned to the project prior to commencement of the project.
- E. The Consultant shall ensure that all Consultant vehicles, including those of its sub-tier Consultants, suppliers, vendors and employees are parked in designated parking areas, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots.
- F. California Code of Regulations (CCR) Title 8 Standards are minimum requirements, each Consultant is encouraged to exceed minimum requirements. When the Consultant safety requirements exceed statutory standards, the more stringent requirements shall be achieved for the safeguard of public and workers.

#### 1.2 HAZARD COMMUNICATION

- A. Consultant shall comply with CCR Title 8, Section 5194, Hazard Communication Standard. Prior to use on Authority property and/or project work areas Consultant shall provide the Authority Project Manager copies of MSDS for all chemical products used if any.

- B. All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.

### 1.3 ACCIDENT INVESTIGATION

- A. The Authority shall be promptly notified of any damage to the Authority's property, or incidents involving third party property damage, or reportable and/or recordable injuries (as defined by the U. S. Occupational Safety and Health Administration) to Authority employees and agents; Contractor, vendor employees or visitors and members of the general public that occurs or arises from the performance of Authority contract work. A comprehensive investigation and written report shall be submitted to Authority's Project Manager within 24 hours of the incident.
- B. A serious injury or incident may require a formal incident review at the discretion of the Authority's Project Manager. The incident review shall be conducted within 7 calendar days of the incident. The serious incident presentation shall include action taken for the welfare of the injured, a status report of the injured, causation factors leading to the incident, a root cause analysis, and a detailed recovery plan that identifies corrective actions to prevent a similar incident, and actions to enhance safety awareness.

### 1.4 PERSONAL PROTECTIVE EQUIPMENT

- A. The Consultant, its sub-tier Consultants, suppliers, and employees are required to comply with the Authority's personal protective equipment (PPE) policy while performing work at any Authority facility, i.e. eye protection policy, hearing protection policy, head protection, safety vests, work shoe policy.
- B. The Consultant, its sub-tier Consultants, suppliers, and employees are required to provide their own PPE, including eye, head, foot, and hand protection, safety vests, or other PPE required to perform their work safely on Authority projects. The Authority requires eye protection on construction projects and work areas that meet ANSI Z-87.1 Standards.

END OF SECTION