

**Request for Proposal (RFP) for
Brush Management Services**

Solicitation Number: 10089607-20-G

Solicitation Issue Date: November 20, 2019

Questions and Comments Due: December 3, 2019 @ 12:00 p.m.

Response Due Date and Time (“Closing Date”): December 13, 2019 @ 2:00 p.m.

Contract Terms: 5 (five) years from Effective Date, as defined in Article I, Section 1.2 of the City’s General Contract Terms and Conditions.

City Contact: Jerry Gibbs, Associate
Procurement Contracting Officer
1200 Third Avenue, Suite 200
San Diego, California 92101
jggibbs@sandiego.gov
(619) 236 5510

Submissions: Respondent is required to provide Four (4) original and one (1) electronic copy (e.g. thumb drive or CD) of their response as described herein.

Completed and signed RFP signature page is required, with most recent addendum listed as acknowledgement of all addenda issued.

Note: Emailed submissions will not be accepted.

DOCUMENT NO RR-313095
FILED JUN 16 2020
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10089607-20-G, Brush Management Services

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # 10089607-20-G, Brush Management Services (Contractor).

RECITALS

On or about 11/20/2019, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide the Services.

City wishes to retain Contractor to provide brush management services as further described in the Scope of Work, attached hereto as Exhibit B. (Services).

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

**ARTICLE I
CONTRACTOR SERVICES**

1.1 Scope of Work. Contractor shall provide the Services to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Services.

1.2 General Contract Terms and Provisions. This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

**ARTICLE II
DURATION OF CONTRACT**

2.1 Term. This Contract shall be for a period of five (5) years beginning on the Effective Date. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

2.2 Effective Date. This Contract shall be effective on the date it is executed by the last Party to sign the Contract, and approved by the City Attorney in accordance with San Diego Charter Section 40.

**ARTICLE III
COMPENSATION**

3.1 Amount of Compensation. City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed \$15,000,000.00

**ARTICLE IV
WAGE REQUIREMENTS**

4.1 By submitting a response to this RFP, Contractor certifies that he or she is aware of, and agrees to comply with, the wage provisions described in Exhibit D, Wage Requirements, which is incorporated herein by reference, before commencing Services.

**ARTICLE V
CONTRACT DOCUMENTS**

5.1 Contract Documents. The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto, the RFP; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the RFP, if any.

5.2 Contract Interpretation. The Contract Documents completely describe the Services to be provided. Contractor will provide any Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

5.3 Precedence. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The 1st document has the highest priority. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

- 1st Any properly executed written amendment to the Contract
- 2nd The Contract
- 3rd The RFP and the City's written acceptance of any exceptions or clarifications to the RFP, if any
- 4th Contractor's Pricing

5.4 Counterparts. This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

CITY OF SAN DIEGO
A Municipal Corporation

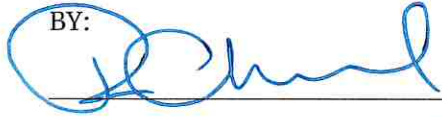
Aztec Landscaping, Inc.
Proposer

7980 Lemon Grove
Street Address

Lemon Grove
City

(619) 464-3303
Telephone No.

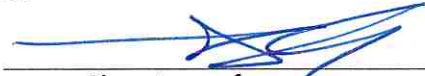
rafael@azteclandscaping.com
E-Mail

BY: 

~~Kristina Peralta~~ Rolando Charvel, CFO
~~Director, Purchasing & Contracting Department~~

6/30/2020
Date Signed

BY:


Signature of
Proposer's Authorized
Representative

Rafael A. Aguilar
Print Name

V.P. of Operations
Title

December 10, 2019
Date

Approved as to form this 2nd day of
July, 20 20.
MARA W. ELLIOTT, City Attorney

BY: 
Deputy City Attorney

**EXHIBIT A
PROPOSAL SUBMISSION AND REQUIREMENTS**

A. PROPOSAL SUBMISSION

1. Timely Proposal Submittal. Proposals must be submitted as described herein to the Purchasing & Contracting Department (P&C).

1.1 Reserved.

1.2 Paper Proposals. The City will accept paper proposals in lieu of eProposals. Paper proposals must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed proposals will not be accepted.

1.3 Proposal Due Date. Proposals must be submitted prior to the Closing Date indicated on the eBidding System. E-mailed and/or faxed proposals will not be accepted.

1.4 Pre-Proposal Conference. No pre-proposal conference will be held for RFP.

1.4.1 Reserved.

1.5 Questions and Comments. Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all proposers who are on record as having received this RFP, via its eBidding System. No oral communications can be relied upon for this RFP. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this RFP.

1.6 Contact with City Staff. Unless otherwise authorized herein, proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are prohibited from communicating with City staff about this RFP from the date this RFP is issued until a contract is awarded.

2. Proposal Format and Organization. Unless electronically submitted, all proposals should be securely bound and must include the following completed and executed forms and information presented in the manner indicated below:

Tab A - Submission of Information and Forms.

2.1 Completed and signed Contract Signature Page. If any addenda are issued, the latest Addendum Contract Signature Page is required.

2.1 Exceptions requested by proposer, if any. The proposer must present written factual or legal justification for any exception requested to the Scope of Work, the Contract, or the Exhibits thereto. Any exceptions to the Contract that have not been accepted

by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of proposer's exceptions, reject proposer's exceptions, and deem the proposal non-responsive, or award the Contract without proposer's proposed exceptions. The City will not consider exceptions addressed elsewhere in the proposal.

2.2 The Contractor Standards Pledge of Compliance Form.

2.3 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

2.4 Living Wage Ordinance Certification of Compliance.

2.5 Licenses as required in Exhibit B.

2.6 Reserved.

2.6 Reserved.

2.7 Reserved.

2.8 Reserved.

2.9 Reserved.

Tab B - Executive Summary and Responses to Specifications.

2.10 A title page.

2.11 A table of contents.

2.12 An executive summary, limited to one typewritten page, that provides a high-level description of the proposer's ability to meet the requirements of the RFP and the reasons the proposer believes itself to be best qualified to provide the identified services.

2.13 Proposer's response to the RFP.

Tab C - Cost/Price Proposal (if applicable). Proposers shall submit a cost proposal in the form and format described herein. Failure to provide cost(s) in the form and format requested may result in proposal being declared non-responsive and rejected.

3. Proposal Review. Proposers are responsible for carefully examining the RFP, the Specifications, this Contract, and all documents incorporated into the Contract by reference before submitting a proposal. If selected for award of contract, proposer shall be bound by same unless the City has accepted proposer's exceptions, if any, in writing.

4. Addenda. The City may issue addenda to this RFP as necessary. All addenda are incorporated into the Contract. The proposer is responsible for determining whether addenda were issued prior to a proposal submission. Failure to respond to or properly address addenda may result in rejection of a proposal.

5. Quantities. The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the demands of the City. Any variations from the estimated quantities shall not entitle the proposer to an adjustment in the unit price or any additional compensation.

6. Quality. Unless otherwise required, all goods furnished shall be new and the best of their kind.

6.1 Items Offered. Proposer shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the proposal.

6.2 Brand Names. Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality, or reliability standards and requirements of the City. Proposer may offer an equivalent or equal in response to a brand name referenced (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of contract. If the proposer offers an item of a manufacturer or vendor other than that specified, the proposer must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the proposer's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.

7. Modifications, Withdrawals, or Mistakes. Proposer is responsible for verifying all prices and extensions before submitting a proposal.

7.1 Modification or Withdrawal of Proposal Before Proposal Opening. Prior to the Closing Date, the proposer or proposer's authorized representative may modify or withdraw the proposal by providing written notice of the proposal modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

7.2 Proposal Modification or Withdrawal of Proposal After Proposal Opening. Any proposer who seeks to modify or withdraw a proposal because of the proposer's inadvertent computational error affecting the proposal price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The proposer shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the proposer to prove the inadvertent error. If, as a result of a proposal modification, the proposer is no longer the apparent successful proposer, the City will award to the newly established apparent successful proposer. The City's decision is final.

8. Incurred Expenses. The City is not responsible for any expenses incurred by proposers in participating in this solicitation process.

9. Public Records. By submitting a proposal, the proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA)

applies. If the proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the proposer must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the proposer does not provide a specific and detailed legal basis for requesting the City to withhold proposer's confidential or proprietary information at the time of proposal submittal, City will release the information as required by the CPRA and proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the proposer's obligation to defend, at proposer's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the proposer's request. Furthermore, the proposer shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at proposer's request. Nothing in the Contract resulting from this proposal creates any obligation on the part of the City to notify the proposer or obtain the proposer's approval or consent before releasing information subject to disclosure under the CPRA.

10. Right to Audit. The City Auditor may access proposer's records as described in San Diego Charter section 39.2 to confirm contract compliance.

B. PRICING

1. Fixed Price. All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this RFP. The lowest total estimated contract price of all the proposals that meet the requirements of this RFP will receive the maximum assigned points to this category as set forth in this RFP. The other price schedules will be scored based on how much higher their total estimated contract prices compare with the lowest:

$$(1 - \frac{(\text{contract price} - \text{lowest price})}{\text{lowest price}}) \times \text{maximum points} = \text{points received}$$

For example, if the lowest total estimated contract price of all proposals is \$100, that proposal would receive the maximum allowable points for the price category. If the total estimated contract price of another proposal is \$105 and the maximum allowable points is 60 points, then that proposal would receive $(1 - ((105 - 100) / 100) \times 60 = 57$ points, or 95% of the maximum points. The lowest score a proposal can receive for this category is zero points (the score cannot be a negative number). The City will perform this calculation for each Proposal.

2. Taxes and Fees. Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All

or any portion of the City sales tax returned to the City will be considered in the evaluation of proposals.

3. Escalation. An escalation factor is not allowed unless called for in this RFP. If escalation is allowed, proposer must notify the City in writing in the event of a decline in market price(s) below the proposal price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

4. Unit Price. Unless the proposer clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire proposal, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

C. EVALUATION OF PROPOSALS

1. Award. The City shall evaluate each responsive proposal to determine which proposal offers the City the best value consistent with the evaluation criteria set forth herein. The proposer offering the lowest overall price will not necessarily be awarded a contract.

2. Sustainable Materials. Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

3. Evaluation Process.

3.1 Process for Award. A City-designated evaluation committee (Evaluation Committee) will evaluate and score all responsive proposals. The Evaluation Committee may require proposer to provide additional written or oral information to clarify responses. Upon completion of the evaluation process, the Evaluation Committee will recommend to the Purchasing Agent that award be made to the proposer with the highest scoring proposal.

3.2 Reserved.

3.3 Reserved.

3.4 Discussions/Negotiations. The City has the right to accept the proposal that serves the best interest of the City, as submitted, without discussion or negotiation. Contractors should, therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals. The City may negotiate the terms of a contract with the winning proposer based on the RFP and the proposer's proposal, or award the contract without further negotiation.

3.5 Inspection. The City reserves the right to inspect the proposer's equipment and facilities to determine if the proposer is capable of fulfilling this Contract. Inspection will include, but not limited to, survey of proposer's physical assets and financial capability. Proposer, by signing the proposal agrees to the City's right of access to physical assets and financial records for the sole purpose of determining proposer's capability to perform the Contract. Should the City conduct this inspection, the City reserves the right to disqualify a proposer who does not, in the City's judgment, exhibit the sufficient physical and financial resources to perform this Contract.

3.6 Evaluation Criteria. The following elements represent the evaluation criteria that will be considered during the evaluation process:

	MAXIMUM EVALUATION POINTS
A. Responsiveness to the RFP.	15
1. Requested information included and thoroughness of response	
2. Understanding of the project and ability to deliver as exhibited in the Executive Summary.	
3. Technical Aspects	
B. Staffing Plan.	30
1. Qualifications of personnel adequate for requirement	
2. Availability/Geographical location of personnel for required tasks	
3. Clearly defined Roles/Responsibilities of personnel	
4. Documentation proof for Staff who have passed/cleared any security background checks	
C. Firm's Capability to provide the services and expertise and Past Performance.	45
1. Relevant experience of the Firm and subcontractors	
2. Previous relationship of firm and subcontractors on similar projects	
3. Other pertinent experience	
4. Location in the general geographical area of the project and knowledge of the locality of the Project	
5. Past/Prior Performance	
6. Capacity/Capability to meet The City of San Diego needs in a timely manner	
7. Reference checks	
D. Price.	10
SUB TOTAL MAXIMUM EVALUATION POINTS:	
	100
F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*	12
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	
	112

*The City shall apply a maximum of an additional 12 percentage points to the proposer's final score for SLBE OR ELBE participation. Refer to Equal Opportunity Contracting Form, Section V.

D. ANNOUNCEMENT OF AWARD

1. **Award of Contract.** The City will inform all proposers of its intent to award a Contract in writing.

2. **Obtaining Proposal Results.** No solicitation results can be obtained until the City announces the proposal or proposals best meeting the City's requirements. Proposal results may be obtained by: (1) e-mailing a request to the City Contact identified on the eBidding System or (2) visiting the P&C eBidding System to review the proposal results. To ensure an accurate response, requests should reference the Solicitation Number. Proposal results will not be released over the phone.

3. **Multiple Awards.** City may award more than one contract by awarding separate items or groups of items to various proposers. Awards will be made for items, or combinations of items, which result in the lowest aggregate price and/or best meet the City's requirements. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

E. **PROTESTS.** The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful proposers with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

F. **SUBMITTALS REQUIRED UPON NOTICE TO PROCEED.** The successful proposer is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice to Proceed letter:

1. **Insurance Documents.** Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions.

2. **Taxpayer Identification Number.** Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

3. **Business Tax Certificate.** Unless the City Treasurer determines a business is exempt, all businesses that contract with the City must have a current business tax certificate.

4. **Reserved.**

5. **Reserved.**

The City may find the proposer to be non-responsive and award the Contract to the next highest scoring responsible and responsive proposer if the apparent successful proposer fails to timely provide the required information or documents.

**EXHIBIT B
SCOPE OF WORK**

A. SPECIFICATIONS

The City of San Diego (City) manages approximately 1077 acres of open space lands located within 100 horizontal feet of habitable structures. These areas are primarily managed by the Parks and Recreation Department Open Space Division (approximately 904 acres) and Transportation and Stormwater Streets Division (approximately 173 acres). Among other duties related to open space land management, City is responsible for conducting brush management (vegetation thinning) on City-owned open space, on a bi-annual or more frequent basis, adjacent to lots which are developed with "previously conforming" (legal) structures built prior to establishment of City's first brush management regulations in 1989.

The scope of this Contract is for brush management services within City's managed lands. (See City-Wide Brush Management Responsibility, Attachment-A). Work shall be completed following City's brush management guidelines, with work focused in the following order of priority: (1) deadwood; (2) nonnative species; (3) native species; and (4) regionally sensitive species. For additional information on brush management guidelines, see Section I., Compliance with Laws and Code Requirements below.

Tasks under this scope of work include: thinning, removal, and proper disposal of vegetation debris under the direction of a biologist and in compliance with specifications herein. City will provide a qualified biologist or hire an environmental consultant who will have a biologist on staff (collectively referred to as "Biologist"), and who will be responsible for planning, overseeing, and reporting on all brush management projects to be completed by Contractor.

B. DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER. Per Section II.A.9:

	Registration No.	Expiration Date	Name
DIR Registration No.	1000007145	06/30/2020	Aztec Landscaping, Inc.

C. LICENSES. To perform the work described in this solicitation, proposers must hold a current Qualified Applicator Certificate for Landscape Maintenance (Category B)

	License Number	Expiration Date	Name
Qualified Applicator Certificate	92975	12/31/2019	Jaime Rocha

Any proposer holding a different license who feels qualified to bid on this work must notify the City Contact in writing at least seven (7) days prior to the bid closing. After a thorough review of the proposed license substitution, City will inform the proposer, in writing, of its decision prior to the bid closing. The City's decision is final.

D. QUALITY CONTROL

City will conduct monitoring of brush management work by photographic documentation at each site. The primary goal of the monitoring will be to document pre- and post- thinning conditions at each site and to monitor brush management sites over time. The monitoring will be conducted by City staff and/or the Biologist.

E. REQUIREMENTS

1. Under the direction of City and the Biologist, Contractor shall carry out brush management by removing dead vegetation, thinning and pruning of nonnative and native plant species, and removal and/or on-site chipping (where appropriate) of vegetation debris.
2. Contract Administrator and/or Biologist shall provide Contractor with specific locations to carry out brush management on City property pursuant to the Contract.
3. Contractor shall coordinate with the Contract Administrator to resolve issues that may arise.
 - a. Contract Administrator shall represent City during interactions with residents or other interested citizens (except in the case of homeowner access agreements).
 - b. Private property encroachments (i.e., firewood, fences, barriers, gardens, etc.) on City property (located by GPS or other means by Contractor).
 - c. Contract Administrator shall handle homeowner/citizen requests for specific trees or shrub removal.
4. On scheduled work days, Contractor shall provide not less than thirty (30) staff dedicated to the project at any one time. Any requests for exceptions to this requirement must be specifically approved by City in writing. Contractor shall complete, at minimum, 6 acres, but no more than twelve (12) acres, of brush management per week, starting within 3 weeks of execution of the contract. There shall be no exceptions (i.e., rain day) to the weekly per acre requirement, unless specifically given in writing by the Contract Administrator. If weekly per acre requirements are not being met, and no exceptions have been approved by City, the Contractor shall provide, in writing, a plan that explains how the Contractor intends to meet the acreage standard.
5. Contractor shall provide an initial schedule of work within ten (10) business days from the date on the Notice of Intent to Award Letter for review and approval by the Contract Administrator. Additional schedules of work shall be provided to the

Contract Administrator, for review and approval, not less than five (5) calendar days before the end of each calendar month which shall set forth the plan for the upcoming calendar month.

6. Upon the start of brush thinning work, a field report shall be submitted to the Contract Administrator on a weekly basis. The report shall contain the following information:
 - a. Areas where work was performed.
 - b. Number of staff assigned to the project each week.
 - c. Encroachments found during the week (i.e., firewood, fences, structures, masonry wall, gardens, irrigation lines, etc.).
 - d. Updated schedule of work completed during the week.
 - e. Updated schedule of work to be completed the following week.
7. If the Contractor falls behind the provided schedule and this delay requires the Biologist to conduct additional pre-thinning surveys (rare plant or Migratory Bird Treaty Act compliance surveys), Contractor may be required to reimburse City the cost of the additional surveys.
8. Contractor shall provide data to City for the Biologist's post project report. Information shall include data on completion date; tonnage removed and/or chipped; private access obtained (homeowner access agreements). This data should be included as part of the shapefile submitted with invoices and/or spreadsheets.
9. Contractor shall use the nearest public access point to stage and load cut vegetation and debris into vehicles and dispose of the vegetation and debris properly. Contractor shall make all reasonable efforts to dispose of greenery for composting at a composting/greenery recycling facility.
 - a. Contractor may only utilize existing access/maintenance paths or trails to access work sites (the use of these paths or trails shall not increase the width or in any way damage the paths or trails).
 - b. No new vehicle (tracked or wheeled) access may be established for the purpose of completing the work under this Contract.
 - c. Contractor may utilize llamas on City property to transport cut vegetation to the nearest public access point.
 - d. Contractor may utilize donkeys and horses only on existing trails on City property to transport cut vegetation to the nearest public access point.
 - e. Contractor may attempt to negotiate access through private property (homeowner access agreement(s)) as desired. This must include gaining signed access agreements that indemnifies and holds the City harmless from any damage caused by the Contractor.

- f. Contractor may not utilize helicopters to transport cut vegetation or debris to the nearest public access point.
 - g. Contractor shall be responsible for any Rights-of-Way permits for traffic control and fees for work that encroaches into the public Rights-of-Way, including the sidewalk.
10. Contractor's staff shall be required to attend training regarding proper brush management activities. Training will include an initial four (4) hour training to be completed before brush management work begins and monthly tailgate training sessions (1 to 2 hours per meeting).
- a. Initial training and tailgate training sessions will be conducted by the Contract Administrator or Biologist.
 - b. The Contractor shall be responsible for training on applicable health and safety related topics.
11. The brush management zone to be thinned shall be flagged by the Contractor. Contractor shall measure and flag the entire brush management zone, including the City open space/private property boundary.
- a. The brush management zone shall be measured at one hundred (100) feet horizontal distance from the habitable structure closest to the property line and must include adjustments for slope and brush management Zone 2 reductions (see Exhibit B, Slope Adjustment Table).
 - b. Contractor shall flag limits of the brush management zone within five (5) business days of the Biologist's request/notification to begin pre- assessment of the brush management zone.
 - c. Contractor is responsible for identification and flagging of property lines. Contractor shall advise the Contract Administrator of any masonry walls identified along property lines.
12. Contractor shall apply herbicide to only the following non-native species that are being removed to comply with brush management regulations and in accordance with the Biologist's recommendations. Targeted species would include, but are not limited to, Eucalyptus, Brazilian pepper, Peruvian Pepper, Tree of heaven, Tamarisk, Tree tobacco, Mesquite, Mexican fan palm, Chinese tallow tree, Pampas grass, Arundo, Fennel, fountain grass, Artichoke thistle, Italian thistle, Russian thistle, Rockrose (Cistus sp.), bull thistle, Castor bean, Black Acacia, Spanish broom, St. Johns Wort, Stinkwort, Crown daisy and Mustard.
- a. Work shall be performed by staff in possession of a Qualified Applicator Certificate.
 - b. Contractor is responsible for obtaining a herbicide recommendation from a licensed pesticide advisor prior to use of herbicide.

- c. Herbicide shall be applied within fifteen (15) minutes of plants/trees being cut during thinning work. Herbicide can be applied at a later date/time, if contractor completes new cuts to ensure herbicide application is successful.
 - d. Contractor shall submit sample labels and Material Safety Data Sheets for all chemical herbicides proposed for use under this contract for approval by the Contract Administrator. Materials included shall be limited to chemicals approved by the State of California Department of Agriculture. The use of any chemical shall be based on the recommendations of a licensed pest control advisor. Annual PCA Pesticide Recommendations are required for each pesticide proposed to be used under this contract for this specific site and shall be submitted to the Contract Administrator for approval. The use of chemicals shall conform to the current San Diego County Department of Agriculture regulations. No chemical herbicide, rodenticide, or pesticide shall be applied until its use is approved, in writing, by the Contract Administrator as appropriate for the purpose and area proposed. Contractor shall note that the following pesticides and/or herbicides shall not be used in the performance of this contract: bifenthrin, clopyralid, aminopyralid, imidacloprid, glyphosate.
13. Contractor shall be responsible for obtaining maps, in addition to the PDF maps attached to Exhibit A, for their use in the field.
- a. The City can provide a shapefile of brush management areas (ArcMap 10.5) upon request.
 - b. A GPS unit will be required to GPS completed brush management areas. Invoices will be based on GPS data of the brush zone submitted invoices (GIS/GPS shapefile data shall match acres being invoiced and not cover private property).
14. Contractor shall be responsible for removal of flammable trash and debris located within the brush management zone.
- a. If firewood has been piled within the City-owned brush management zone, Contractor is responsible for removal of firewood piles after City staff has notified residents.
 - b. Contractor is responsible for removal of wood rats nest(s).
15. Contractor shall be responsible for abating hazardous conditions that may restrict access to or completion of work within the brush management zone (i.e., removal of bee or wasp nest), as identified by the Contractor or by the Contract Administrator.
16. Contractor shall remove on a weekly basis all cut vegetation and debris larger than 1/4 inch in diameter from the work site.
- a. Contractor shall secure the prior written authorization from the Contract Administrator to leave or store cut vegetation (i.e., mulch, firewood size logs,

etc.) on site or at any other City property for longer than seven (7) calendar days.

- b. Contractor may chip or mulch cut vegetation using a chipping/mulching machine or similar equipment. Chipped or mulched material shall be hauled off site and disposed of properly or may be spread out, to a maximum depth of six (6) inches, only within the brush management zone and only on level or near level ground.
 - c. Contractor is responsible for removing any material(s) falling into brow ditches as part of the brush management work, but is not responsible for general maintenance or cleaning of brow ditches located within the brush management zone(s).
 - d. Contractor shall be responsible for any required permits and fees for use of a dumpster within the public Right-of-Way.
17. Contractor shall direct all citizen inquiries to the Contract Administrator.
- a. Contractor may work with the Contract Administrator to accommodate reasonable requests from citizens pertaining to how brush management is accomplished.
 - b. Contractor shall not conduct brush management that exceeds or is inconsistent with the City's regulations at the direction or request of a citizen.
18. Contractor shall utilize Extraordinary Labor for additional miscellaneous work in the City managed Brush Management Zone in the event such work is awarded to the Contractor. Contractor shall have the staffing, expertise, equipment, and knowledge to perform the work in a timely manner resulting in a quality end product. Some priority work may need to be done immediately. Examples of work include, but are not limited to, the following:
- a. Locate and repair damaged irrigation services or electrical services for broken lines, cut wires to controllers and valves, etc.
 - b. Clean-up of illegal dumps such as cinder blocks and other non-flammable materials.
 - c. Slope failure repairs.
 - d. Removal of non-native and/or invasive plant material not covered by the scope of work.
 - e. Removal of trees > 12" diameter at breast height.

F. INVOICING

Contractor shall be paid for completed acres after the work has been inspected and signed-off as complete by the Contract Administrator and the Biologist and in compliance with the brush management regulations.

1. Contractor shall coordinate with the Biologist for inspections.
2. Payment will only be made after final sign-off by City and the Biologist after the Contract Administrator determines the work was done appropriately in the Field.
3. Contractor shall provide GIS/shapefile information and map of completed work areas with their submitted invoice
4. Acres shall be measured horizontally for billing purposes and will be based on GPS data of the brush zone submitted (GIS/GPS shapefile data shall match acres being invoiced and not cover private property).

G. SCHEDULING

A brush management work schedule shall be mapped out by the successful Contractor as set forth in Section IV, paragraph E. Emphasis shall be placed on addressing areas based on the last date brush management was completed at the work area, from oldest to most recent. The Contractor shall have the discretion to adjust work areas based on logistical efficiency after coordination with the Contract Administrator. When considering logistical efficiency, California gnatcatcher breeding season restrictions based on sensitive habitats (See H.1 , "Restrictions") should be evaluated to reduce cost to the City for conducting California gnatcatcher presence/absence protocol surveys.

H. RESTRICTIONS

1. No thinning in coastal sage scrub, maritime succulent scrub and coastal sage chaparral during gnatcatcher breeding season beginning March 1 through August 15 without completing presents/absents surveys.
2. No new vehicle access may be established to access the work area.

I. COMPLIANCE WITH LAWS AND CODE REQUIREMENTS

All brush management shall be done in accordance with Section 142.0412 of the San Diego Municipal Code (<http://www.sandiego.gov/cityclerk/officialdoc/legisdocs/muni.shtml>) and the following:

1. San Diego Municipal Code San Diego Fire-Rescue Department, Bulletin #1

2. Brush Management Guide, <http://www.sandiego.gov/fireandems/pdf/brushpdf.pdf>
3. Fire Prevention Bureau Policy B-08-1, City of San Diego Fire Safety and Brush Management Guide, <http://www.sandiego.gov/fireandems/pdf/brushpolicy.pdf>
4. Environmental Impact Report Project No. 31245, <http://www.sandiego.gov/parkand-recreation/pdf/brushmgmteirproj31245.pdf>
5. Addendum to a Subsequent Environmental Impact Report/Environmental
6. Assessment-No. 31245, <http://www.sandiego.gov/park-andrecreation/pdf/brushmgmteirproj31245addendum1104.pdf>
7. Fish and Wildlife Service Consistency Determination December 6, 2007, <http://www.sandiego.gov/park-andrecreation/pdf/brushmgmtusfwslettertofema12607.pdf>
8. Open Space Division Clarifications (Exhibit B)
Any violations, including, but not limited to, grubbing, grading, excessive thinning of brush, or storm water violations may be subject to any and all remedies available in law or in equity, including, but not limited to, fines, mitigation, restoration, and/or penalties in an amount reasonably required to replenish plants or restore habitat.

J. DELIVERABLES

The Contractor shall be responsible for the following deliverables to be submitted to City:

1. Contractor shall provide a work schedule and maps of the work areas to the City for review and approval as set forth in Section E.3.
2. A field report shall be submitted to the Contract Administrator on a weekly basis. The report shall contain the following information:
 - a. Areas where work was performed.
 - b. Number of staff assigned to the project during the week.
 - c. Encroachments found.
 - d. Updated schedule of work completed during the week.
 - e. Updated schedule of work to be completed the following week.

3. Upon completion of a work area, the GPS data of the brush zone shall be submitted with invoices submitted for payment. The GPS data shall include the following data field completed:
 - a. Invasive species treated.
 - b. Percent slope of work area.
 - c. Acreage.
 - d. Start date.
 - e. Completion date.
 - f. Man hours required
 - g. Encroachments found (i.e., fences, walls, ornamental landscape).
4. Upon completion of a work area, the tonnage of material accepted off-site for composting and the tonnage of material rejected for composting due to contamination shall be submitted with invoices submitted for payment. Rejected tonnage may be used in the evaluation of the Contractor.

K. DEPARTMENT REPRESENTATIVES. The Department Representatives for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract.

PRICING PAGE

A. BRUSH MANAGEMENT SERVICES

Item No.	Est. Qty.	U/M	Description	Unit Cost	Extension
1.	450	ACRES	Furnish Brush Management Services for the City Open Space	\$ 6,760.00	\$ 3,042,000.00
2.	400	HOUR	Apply Herbicide Treatment	\$ 26.00	\$ 10,400.00
TOTAL TABLE A:					\$ 3,052,400.00

B. EXTRAORDINARY LABOR

Est. Qty.	U/M	Description	Unit Cost	Total Cost
100	HOUR	Extraordinary Labor (See Section IV, paragraph C, item 17).	\$ 26.00	\$ 2,600.00

NOTE: The cost of the one hundred (100) hours of extraordinary labor will be added to proposal price

TOTAL TABLES A & B: \$ 3,055,000.00