

## FIRST AMENDMENT TO AS-NEEDED INVASIVE WEED MANAGEMENT SERVICES

This First Amendment to the As-Needed Invasive Weed Management Services (First Amendment) is made and entered into by and between the City of San Diego (City) and Black Sage Environmental, Inc. (Contractor), also referred to individually as “Party” and collectively as the “Parties.”

### RECITALS

1. City issued Request for Proposal (RFP) 10089624-20-V, As-Needed Invasive Weed Management Services and accepted Contractor’s proposal, resulting in a contract between the City and Contractor (Contract). The Contract is comprised of the RFP and Cover Sheet; the successful bid or proposal; the Notice of Intent to Award; and the City’s General Contract Terms and Provisions.
2. The Contract may be amended by written agreement executed by duly authorized representatives of both Parties.
3. The Parties wish to amend the Contract to add additional funds to the compensation section of this contract to accommodate an increase of as-needed services required and include required contract grant language.

### TERMS

For each section of the Contract amendment, do the following:

1. Article III Compensation of this Contract is revised in its entirety to read as follows:

**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 \$5,000,000.

2. The following grant language shall be included in this First Amendment:

In addition to other task orders, work under this as-needed contract will serve to perform tasks for the following grants: TransNet Environmental Mitigation Program Cycle 9 – Lower Otay Reservoir Project #5005516, TransNet Environmental Mitigation Program Cycle 9 – San Pasqual Valley Cactus Wren #5005515, IRWM Proposition 84 Healthy Headwaters, and the Chaparral Canyon Habitat Restoration Project. Black Sage shall comply with all Federal, state, local laws, regulations, and codes, as applicable, in compliance with grant regulations and shall obtain all required approvals and permits.

Additionally, per both grant agreements with the TransNet Environmental Mitigation Program (5005515 and 5005516), Black Sage shall comply with the following contract provision:

Third-party contractors (hereinafter “subcontractors”) shall report payment details using the SANDAG web-based CIS by the 15th of each month following receipt of payment by SANDAG. CIS allows SANDAG to monitor promptness of payment to subcontractors and will allow Grantee (City of San Diego) and its subcontractors to manage their own records, maintain accurate contract information, and report payment details online. CIS is mandatory for Grantee and subcontractors to use unless SANDAG instructs otherwise. A Grantee account will be created after award, which will allow Grantee to enter data into CIS via an internet browser. Subcontractor will receive instructions on how to logon and enter information into CIS. Subcontractor will be required to enter payment information into CIS. Failure of Grantee or its subcontractors to enter required information and confirm payments on a timely basis will result in delay of payment by SANDAG to Grantee.

3. This First Amendment will be effective when signed by both parties and approved by the City Attorney in accordance with Charter section 40.

4. All provisions of the Agreement not addressed in this First Amendment remain in full force and effect.

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

**Black Sage Environmental, Inc.**

By: Jason W. Allen

Name: Jason W. Allen

Title: President

Date: 5/11/21

**City of San Diego**

By: [Signature]

Name: Claudia C. Atarca

Title: Director, Purchasing & Contracting

Date: January 7, 2022

Approved as to form this 10 day of Jan, 2022

MARA W. ELLIOTT, City Attorney

By: [Signature]  
Deputy City Attorney

Roy Palumaci  
Print Name

R-313825