

**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10090165-24-C, As-  
Needed Habitat Mitigation Maintenance 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) # 10090165-24-C, As-Needed Habitat Mitigation Maintenance Services (Contractor).

**RECITALS**

On or about 6/12/2024, 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 as-needed habitat mitigation maintenance 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.

**1.3 Contract Administrator.** The Stormwater Department (Department) is the Contract Administrator for this Agreement. Contractor shall provide the Services under the direction of a designated representative of the Department as follows:

David Wells, Project Officer II  
Stormwater Department  
9370 Chesapeake Drive  
San Diego, CA 92123  
(619) 980-2330  
[DWells@sandiego.gov](mailto:DWells@sandiego.gov)

**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 \$2,750,000. *GWA*  
(The not to exceed amount will be added in this final Contract prior to the final execution of the Contract by the City, with the Contractor's initials indicating acceptance.)

**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 1<sup>st</sup> 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:

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

**5.5 Public Agencies.** Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

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

**CONTRACTOR**

Black Sage Environmental, Inc.

Contractor

9111 Chesapeake Drive

Street Address

San Diego

City

619-876-0745

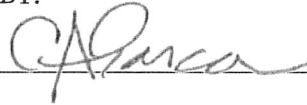
Telephone No.

jallen@blacksageenvironmental.com

E-Mail

CITY OF SAN DIEGO  
A Municipal Corporation

BY:



Print Name:

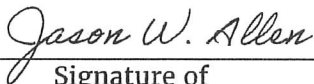
Claudia C. Abarca

Director, Purchasing & Contracting  
Department

October 14, 2024

Date Signed

BY:



Signature of  
Contractor's  
Authorized  
Representative

Jason W. Allen

Print Name

President

Title

7/11/24

Date

Approved as to form this 15 day of

October, 2024.  
MARA W. ELLIOTT, City Attorney

BY:



Deputy City Attorney

ADDENDUM A

**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.** Pre-proposal conference information is noted on the eBidding System.

**1.4.1** Proposers are encouraged to attend the pre-proposal conference. Failure to attend does not relieve proposer of the responsibility to fulfill RFP and addenda requirements, and does not relieve Contractors from performing.

**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.

2.2 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.

2.3 The Contractor Standards Pledge of Compliance Form.

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

2.5 Living Wage Ordinance Certification of Compliance.

2.6 Licenses as required in Exhibit B.

2.7 Reserved.

2.8 Additional Information as required in Exhibit B.

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:

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

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 Mandatory Interview/Oral Presentation.** The City will require proposers to interview and/or make an oral presentation if one or more proposals score within ten (10) points or less of the proposal with the highest score. Only the proposer with the highest scoring proposal and those proposers scoring within ten (10) points or less of the highest scoring proposal will be asked to interview and/or make an oral presentation. Interviews and/or oral presentations will be made to the Evaluation Committee in order to clarify the proposals and to answer any questions. The interviews and/or oral presentations will be scored as part of the selection process. The City will complete all reference checks prior to any oral interview. Additionally, the Evaluation Committee may require proposer's key personnel to interview. Interviews may be by telephone and/or in person. Multiple interviews may be required. Proposers are required to complete their oral presentation and/or interviews within seven (7) workdays after the City's request. Proposers should be prepared to discuss and substantiate any of the areas of the proposal submitted, as well as proposer's qualifications to furnish the subject goods and services. Proposer is responsible for any costs incurred for the oral presentation and interview of the key personnel.

**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
<b>A. Responsiveness to the RFP.</b>	<b>15</b>
1. Requested information included and thoroughness of response	
2. Understanding of the project types, project constraints, and ability to complete the projects	
3. Exceptions Requested by the Proposer	
<b>B. Technical Approach .</b>	<b>10</b>
1. Technical Approach to the delivery of the project types identified in the scope of services, including preparation, phasing, quality control and cost control	
<b>C. Firm's Capability and Staffing Plan.</b>	<b>30</b>
1. The extent to which the proposer’s organization, experience and proposed staffing support the goals and objectives of the scope of services	
2. Clearly defined skills/roles/responsibilities of personnel.	
3. Capacity/Capability to meet the City of San Diego needs based on the skills and resources brought to the project as outlined in the response.	
<b>D. Past Performance.</b>	
1. Specific experience in restoration and maintenance of Southern California native wetland and riparian habitats	<b>30</b>
2. Reference checks – five past similar contracts	
<b>E. Price.</b>	<b>5</b>
<b>F. Mandatory Demonstration/Presentation.</b>	<b>10</b>
1. Thoroughness and Clarity of Presentation	
<b>SUB TOTAL MAXIMUM EVALUATION POINTS:</b>	<b>100</b>

MAXIMUM  
EVALUATION  
POINTS

**G. 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.

**4. Rejection of All Proposals.** The City may reject any and all proposals when to do so is in the City's best interests.

**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. If multiple As-Needed agreements are entered into as part of this contract, the Contract Administrator will rotate assignment of Sites between the multiple agreements until the contract duration expires or the contract authorization amount is reached. After an awarded proposer has been assigned a Site, that proposer will be placed at the end of the list for consideration to perform on the next Site assignment.

**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.

**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. BACKGROUND**

The City of San Diego (City) Stormwater Department (SWD) currently has identified twelve (12) compensatory wetland mitigation sites (Sites). These Sites serve as compensatory mitigation for impacts to sensitive habitats including wetlands, riparian corridors, and uplands. SWD's commitment to manage these Sites is ongoing and as such will require continued maintenance to meet the goal of maintaining self-sustaining native vegetation habitat.

### **B. APPLICABILITY OF CONTRACT**

The Sites are in different phases of the project lifecycle that need, or will need, restoration maintenance. For all Sites, the installation and 120-day Plant Establishment Period will have been conducted under a separate contract, and are considered complete and in compliance with the Site-specific agency permits and the Final EIR for the Municipal Waterways Maintenance Plan (MWMP), as outlined in Sections H and I herein. Some Sites will be entering Year 1 of the 5-Year Maintenance and Monitoring period, others have completed some portion of the 5-Year Maintenance and Monitoring requirement, and other Sites may have already completed all of the 5-Year Maintenance and Monitoring requirement, have received agency sign-off, and are in long-term maintenance. Appendix C, Site List summarizes the Sites included in this contract that are anticipated at this time, with Year 1 projects assuming contract start in October 2024. Other maintenance sites, that also would be fully permitted and implemented through the 120-day Plant Establishment period, may be added in the future depending on City needs.

### **C. OVERVIEW OF SERVICES**

The Contractor shall comply with the requirements of the Maintenance Plan as outlined in the Habitat Mitigation and Monitoring Plan (HMMP) of each Site (see an example in Appendix A), in addition to on-site direction from the Project Biologist and the City. Each HMMP sets forth annual Success Criteria, which the Contractor and Project Biologist shall consider in the development of an Annual Maintenance Task List for each Site. Section L lists typical tasks and illustrates elements of the services that the Contractor may perform. The Contractor shall have the capacity and resources to complete all listed and related examples. The Contractor shall provide a monthly invoice and report, including all billing details and a work summary for each Site.

The Contractor shall be responsible for ensuring that care is taken so that existing native vegetation is protected-in-place throughout the duration of the work. Vehicle access into the Sites will be allowed for certain areas only and shall require pre-approval by the City and Project Biologist. All vehicle travel and staging must remain on the authorized areas and pathways and no additional impacts to native habitat will occur while performing maintenance. Additional impacts caused by the Contractor shall be documented in writing

and with photos and repaired and/or replaced with the supervision of the Project Biologist and at the Contractor's expense.

The Contractor shall be responsible for ensuring that all litter, equipment, and materials are removed from work areas, and either properly stored in designated staging areas or removed from the Site at the end of each working day. The Contractor shall be responsible for ensuring that all work is performed with appropriate personal protection equipment and that necessary safety procedures and precautions are always exercised.

#### **D. CONTRACTOR CAPACITY**

The Contractor shall have a trained staff team with the capacity to maintain multiple Sites per the respective Site Annual Maintenance Task Lists. Each year, the workload could grow from an anticipated 5 Sites (42 acres) in Year 1 to 8 Sites (54 acres) in Year 2 to potentially 12 Sites (>100 acres) in Year 5. See Appendix C for a list of the anticipated Sites and Appendix D for a Site Map. Typical experience includes knowledge and identification of southern California invasive and native plants, weed and pest management in riparian zones, irrigation operation and maintenance, and erosion control best management practices.

##### **1. Project Manager**

1. The Contractor's Project Manager(s) shall be competent in administering similar contracts, be competent in the work methods of landscaping, shall have experience in the oversight of at least 3 wetland and riparian habitat restoration and maintenance projects, and possess an understanding of current best practices in pest management and weed eradication per the California Invasive Plant Council (Cal-IPC). The Project Manager shall have demonstrated experience in **administration, invoicing, reporting, coordination and ensuring health and safety at projects comparable to the Sites**. In particular, the Project Manager will have had experience in projects that required coordination between crews, Project Biologist, and the client.
2. Substitution or delegation of the responsibilities of the Project Manager during the duration of the project shall be requested in writing for approval by the City by providing the resume to the City representative 2 weeks prior to the absence of the approved Project Manager.
3. A copy of the Contractor's Project Manager(s)' resume(s) shall be included in the proposal submission and shall be assessed as part of the response to this RFP.

##### **2. Project Biologist**

1. The Contractor will retain the services of a qualified Project Biologist for the duration of the contract to oversee the quality of the work as it pertains to the applicable plans, permits, and standards as outlined in this contract. The Project Biologist shall provide on-site direction to the restoration crews and be responsible for maintaining compliance with the HMMP (Section H), Permit Conditions (Section I) and Environmental Documents (Section J). The Project Biologist shall have overseen at least 3 wetland and riparian habitat

restoration and/or maintenance projects and shall demonstrate proficiency with native and non-native plant identification and the ecology of southern California. The Project Biologist shall be proficiently knowledgeable of California's environmental laws and regulations as it applies to wetland and riparian habitats and their restoration. At minimum, the qualified Project Biologist shall have a bachelor's degree in Biology (or equivalent qualification), Environmental Science, Ecology, Landscape Architecture, or other applicable degree, and a minimum of 3 wetland habitat restoration and/or maintenance projects as outlined in their resume and references.

2. The Project Biologist shall have the proficiency to read, understand, apply, and adhere to the Sites' design, permits and environmental documents as outlined in Sections H, I, and J, which will be provided to the Contractor prior to the initiation of work at each Site. The City has the authority to direct the Project Biologist in order to maintain Site compliance, as required by the HMMP, Permit conditions and Environmental Documents.
  3. The Project Biologist will be responsible for permit and environmental compliance during maintenance activities, but not for biological monitoring and reporting, as that function will be contracted separately.
  4. Substitution of the responsibilities of the Project Biologist during the duration of the project shall be requested in writing for approval by the City by providing the resume to the City representative 2 weeks prior to the absence of the approved Project Biologist.
  5. A copy of the Project Biologist's resume shall be included in the proposal submission and shall be assessed as part of the response to this RFP. An explanation of the Project Biologist's qualifying education and applicable experience in lieu of the education or experience requirements shall be at the City's discretion and shall be assessed as part of the response to this RFP.
- 3. Onsite Supervisor**
1. The Onsite Supervisor shall have implemented at least 3 wetland habitat restoration and/or maintenance projects and shall demonstrate proficiency with native and non-native plant identification and current non-native weed eradication best practices. The Onsite Supervisor shall receive instructions from the Project Manager and Project Biologist, lead a team of laborers, assess progress, and have proficiency in the operation and maintenance of irrigation systems.
  2. Substitution or delegation of the responsibilities of the Onsite Supervisor during the duration of the project shall be requested in writing for approval by the City by providing the resume to the City representative 2 weeks prior to the absence of the approved Onsite Supervisor.
  3. A copy of the Onsite Supervisors' resumes shall be included in the proposal submission and shall be assessed as part of the response to this RFP.

**E. RESERVED.**

**F. COORDINATION AND COMMUNICATION**

The Sites' success requires frequent coordination between the Contractor's team and the City. The Contractor shall ensure that their On-Site Supervisors are accessible during working hours by phone. Contractor shall provide City representatives a daily notification by phone or email with number of crew, work start time, work end time, and before and after photos of the area worked. Contractor shall coordinate on a bi-weekly basis with City representatives on the status of the maintenance activities for all Sites. The City has the right to require more frequent coordination on the status of maintenance activities.

Contractor shall notify the City at least 24 hours prior to any changes to the Project Schedule such as work cancellations, rain delays, emergencies, or any other unforeseen events. Most maintenance work shall be done in the presence of biological monitors provided by the City, and therefore requires frequent coordination with the City to schedule monitors appropriately. In the event of more than two incidents when work is cancelled with less than 24 hours' notice in the course of a year, the Contractor shall be responsible to cover the cost of the City's monitors that arrived onsite due to lack of communication.

In addition, the Project Biologist shall provide a weekly Site Observation Report (SOR) to document maintenance progress, biological monitoring observations, any impacts to native species, project deficiencies, and recommendations for permit compliance and remedial measures, along with photo documentation. The weekly SOR shall be submitted to the City within 5 working days after each week of work.

A communication and coordination plan acknowledging these requirements shall be included in the proposal submission to be deemed responsive to this RFP.

**G. HERBICIDE TREATMENTS**

All herbicide work must be performed in accordance with all applicable County and State agricultural laws and regulations. All pesticide application must be performed, or supervised, by an applicator in possession of a current State of California Qualified Applicators Certification and accompanied by a Pesticide Recommendation issued by a California licensed Pest Control Advisor. All herbicide use will be subject to the approval of the City and Project Biologist. A copy of the Qualified Applicators License shall be included in the proposal submission to be deemed responsive to this RFP.

**H. HABITAT MITIGATION AND MONITORING PLAN**

Each Site has a HMMP that has been accepted by the resource agencies as part of the Sites' permitting. A sample HMMP is provided in Appendix A. The Contractor shall implement the Maintenance Program as set forth in each Site's HMMP. Further, the annual Success Criteria, also set forth in each Site's HMMP, will track the progress of the mitigation effort. Attainment of these standards indicates that the mitigation area is progressing toward the habitat functions and services targeted by the HMMP. If the annual Success Criteria are not being met, the Project Biologist shall coordinate with the City to determine the cause and

whether additional maintenance measures are necessary. The City shall supply each Site's HMMP and GIS files of the Site's as-builts to the Contractor.

**I. PERMIT CONDITIONS**

Work under this scope is in a variety of environmentally sensitive areas and any work at the Sites must remain in the designated locations. Access approval shall be obtained from the City before work at the Sites can begin. All work performed on the Sites must adhere to all applicable permit conditions. A permit binder for each Site will be provided to the Contractor and shall be on-site during work hours at all times. Contractor and Project Biologist shall review the permit binder in its entirety to ensure each Site's regulatory compliance.

**J. ENVIRONMENTAL DOCUMENT**

Compliance with the Mitigation Monitoring and Reporting Program (MMRP) Final Environmental Impact Report (FEIR) for the MWMP, Project No. 616992, SCH No. 2017071022, shall be required at all times. The MMRP, provided in Appendix B, sets forth the environmental protocols and mitigation measures necessary to maintain conformance with the City's CEQA clearance.

**K. LICENSES**

The Contractor must possess a current C-27 State of California Contractor's License. Any person supervising the use of pesticides, herbicides, or rodenticides must possess a valid Qualified Applicator's Certificate, and these must be submitted with the bid proposal. Any Contractor holding a different license who feels qualified to bid on this contract 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, the City will inform the Contractor, in writing, of its decision prior to the bid closing. The City's decision is final.

**L. REQUIRED TASKS**

The Contractor shall have sufficient staff and resources to execute all tasks listed below and related examples.

**1. Annual Task List**

The Contractor shall provide an Annual Maintenance Task List for each Site for acceptance by the City, which may be adjusted, as appropriate, depending on Site conditions and in coordination with the Project Biologist. The Annual Maintenance Task List shall consider all activities necessary to satisfy each Site's annual Success Criteria as set forth in the HMMP. A sample Annual Maintenance Task List shall be included in the proposal submission and shall be assessed as part of the response to this RFP.

**2. Maintenance during Bird Breeding Season**

Maintenance performed during the bird nesting season (January 15 through September 15) shall be conducted under the direct supervision of the Project Biologist and must adhere to all applicable nesting season restrictions as outlined in the Sites' Environmental Document and resource agency permits. While the City will provide biological monitors to conduct surveys, monitor work, and report



to agencies, the Project Biologist will direct crews on how to maintain permit and environmental compliance during maintenance.

### **3. Protection of Native Vegetation and Wildlife in Place**

All sensitive resources, including native vegetation and wildlife, and ponded or flowing water shall be protected-in-place at all times. Pruning or clearing of native vegetation will not be allowed within the Sites, except as directed by the Project Biologist. Dead biomass and plant litter of native species will not be removed and will be left in place unless removal is required for a specific maintenance objective.

### **4. Shot Hole Borer Best Practices**

If the presence of invasive shot hole borer (ISHB) or other invasive pests within and around the project sites have been verified by the Project Biologist, the Contractor shall employ Best Management Practices (BMP's) to manage the infestation and prevent further spread of the pests.

### **5. Trash & Litter Management**

Trash will be removed from the Sites by hand on a regular basis and disposed of appropriately off-site. Trash consists of all anthropogenic materials, including equipment, debris or trash dumped by others, thrown away or otherwise abandoned, washed, blown, and left within the Sites. For the purpose of City reporting, copies of all disposal slips issued by the landfill or recycling centers shall be submitted to the City's representative. Erosion control structures may be removed if they become unnecessary, degraded, or as recommended by the Project Biologist. In the event of homeless encampments within or immediately around the Site, the City will provide guidance on how to proceed. All trash removed during maintenance shall be taken off-site and disposed of at an approved facility. Dump fees necessary to dispose of materials from site maintenance are reimbursable, with a 15% percent markup allowed.

### **6. Materials**

The Contractor shall procure and deliver to the Site any materials or supplies needed to adequately maintain the Site as outlined by the Sites' Maintenance Plan. For materials necessary to execute the Annual Maintenance Task List that go beyond the standard equipment and tools of the trade, the Contractor shall obtain written approval from the City prior to the purchase of materials and supplies for use at (each) Site and for each occurrence. The Contractor shall submit receipts for the expenses with the monthly report and provide the invoices to the City for reimbursement. A markup of 15 percent is allowable. If the materials are included in a larger invoice or bill of lading, the Contractor must clearly identify the materials used on the Site and discuss in the monthly report as appropriate.

### **7. Weed Control**

Non-native plant control measures will include hand removal and herbicide application. The Contractor shall coordinate with the Project Biologist to identify weeds for removal. Any herbicide treatment must be applied or supervised by a licensed pest control applicator and accompanied by a Pesticide Recommendation

issued by a California licensed Pest Control Advisor. All non-native and diseased plants removed during maintenance shall be taken off-site and disposed of at an approved facility. Dump fees necessary to dispose of materials from site maintenance are reimbursable, with a 15% percent markup allowed. All equipment and supplies necessary for herbicide application should be included in the labor rate for Pesticide Applicator.

## **8. Fencing and Signage**

The Contractor shall maintain, replace, and repair project fencing and signage and shall seek approval from the City prior to the purchase of materials and supplies for fencing and signage. With advance approval in writing from the City, the cost of materials and supplies necessary to repair fencing and signage are reimbursable, with a 15 percent markup allowed. The City shall provide the Contractor with new signage, if deemed necessary.

## **9. Irrigation**

- i. **Supplemental Watering.** If the Project Biologist deems it necessary, the Contractor shall provide supplemental watering of container planting and seeded areas. In Sites that have previously installed high-line irrigation systems, the Contractor shall use, maintain, repair, replace and remove irrigation systems according to the direction of the Project Biologist. The Contractor shall hand-water in Sites with no existing irrigation systems in place. The volume, frequency and extent of irrigation shall be determined by the Project Biologist.
- ii. **Cost of Water.** The City shall provide fire hydrant installed water meters that will be available for use by the Contractor as the source for irrigation. The Contractor shall not use the water meters for other purposes other than for irrigating the Sites. The City shall be responsible for the cost of the meter installation, removal, and the associated monthly consumption fees.
- iii. **Irrigation Supplies.** The Contractor will be responsible for supplying all equipment, such as a water buffalo, to conduct the irrigation. With advance approval in writing from the City, the cost of materials and supplies necessary to repair or maintain irrigation systems are reimbursable, with a 15 percent markup allowed.

## **10. Plant Replacement and Supplemental Seeding**

If the Site does not meet its annual Success Criteria of plant success and native vegetation cover, as outlined in each Site's HMMP, maintenance may include plant replacement and supplemental seeding, as identified by the Project Biologist. With advanced approval in writing from the City, any plants or seed mixes necessary to revegetate a Site are reimbursable, with a 15 percent markup allowed.

## **11. Recontouring**

The maintenance period may include minor recontouring using hand tools should a major storm event alter the grade or surface hydrology, and upon the

recommendation of the Project Biologist with prior written approval from the City.

## 12. Estimate

The Contractor shall provide a cost estimate and the estimated time for completion for each Site's Annual Maintenance Task List, which must be approved in writing in advance by the City. The scope of Maintenance Services shall include all activities or work reasonably anticipated as necessary to meet each Site's annual Success Criteria. In the event of a change in Site conditions, the Contractor shall, in coordination with the Project Biologist, propose modifications to the Annual Maintenance Task List, cost estimate and time for completion, which must be accepted by the City in writing before additional work is undertaken.

## M. ADDITIONAL SERVICES

In the event the City determines additional Sites not identified but related in scope to this specification are necessary to fulfill this contract, proposer shall perform all additional services at the rates provided in the Compensation Schedule Section N. Only the City will initiate additional miscellaneous as-needed services if necessary and no work shall be performed without prior written approval from the City's Contract Administrator.

## N. COMPENSATION SCHEDULE

Contractor must complete the section in its entirety to be considered responsive to the RFP. Pricing shall be inclusive of the cost of labor and all equipment and supplies that are standard tools of the trade. Submit this Compensation Schedule as the Cost/Price Proposal in Tab C of the proposal. The man hour assumption is based on one year of maintenance of a typical site in Year 1 of the 5-year Maintenance & Monitoring phase.

ITEM NO.	DESCRIPTION	UOM (manhours)	UNIT COST (hourly rate)	TOTAL
1	Laborer	3,000	\$__40____	\$_120,000__
2	Pesticide Applicator	600	\$__50____	\$_30,000__
3	Pest Control Advisor	20	\$__100____	\$__2,000__
4	Onsite Supervisor	500	\$__60____	\$_30,000__
5	Project Manager	120	\$__70____	\$_8,400__
6	Project Biologist	144	\$__120____	\$_17,280__
<b>TOTAL Pricing for 1 Year of Maintenance at 1 Typical Site</b>				\$_207,680__

## **List of Appendices**

**Appendix A:** Sample Habitat Maintenance and Monitoring Plan

**Appendix B:** Environmental Document: Mitigation, Monitoring & Reporting Plan

**Appendix C:** Site List

**Appendix D:** Site Map

**EXHIBIT C**



**THE CITY OF SAN DIEGO**  
**GENERAL CONTRACT TERMS AND PROVISIONS**  
**APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS**

**ARTICLE I**  
**SCOPE AND TERM OF CONTRACT**

**1.1 Scope of Contract.** The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

**1.2 Effective Date.** A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

**1.3 Contract Extension.** The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

**ARTICLE II**  
**CONTRACT ADMINISTRATOR**

**2.1 Contract Administrator.** The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

**2.1.1 Contractor Performance Evaluations.** The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

**2.2 Notices.** Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent  
City of San Diego, Purchasing and Contracting Division  
1200 3rd Avenue, Suite 200  
San Diego, CA 92101-4195

### ARTICLE III COMPENSATION

**3.1 Manner of Payment.** Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

**3.2 Invoices.**

**3.2.1 Invoice Detail.** Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

**3.2.2 Service Contracts.** Contractor must submit invoices for services to City by the 10<sup>th</sup> of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

**3.2.3 Goods Contracts.** Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

**3.2.4 Parts Contracts.** Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

**3.2.5 Extraordinary Work.** City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

**3.2.6 Reporting Requirements.** Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

**3.2.6.1 Monthly Employment Utilization Reports.** Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5<sup>th</sup>) day of the subsequent month.

**3.2.6.2 Monthly Invoicing and Payments.** Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5<sup>th</sup>) day of the subsequent month.

**3.3 Annual Appropriation of Funds.** Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

**3.4 Price Adjustments.** Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

#### **ARTICLE IV SUSPENSION AND TERMINATION**

**4.1 City's Right to Suspend for Convenience.** City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

**4.2 City's Right to Terminate for Convenience.** City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of



documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

**4.3 City's Right to Terminate for Default.** Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

**4.3.1** If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

**4.3.2** If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

**4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors.** If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

**4.5 Contractor's Right to Payment Following Contract Termination.**

**4.5.1 Termination for Convenience.** If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

**4.5.2 Termination for Default.** If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

**4.6 Remedies Cumulative.** City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

## **ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS**

**5.1 Inspection and Acceptance.** The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

**5.2 Responsibility for Lost or Damaged Shipments.** Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

**5.3 Responsibility for Damages.** Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

**5.4 Delivery.** Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

**5.5 Delay.** Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

**5.5.1** If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

**5.6 Restrictions and Regulations Requiring Contract Modification.** Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

**5.7 Warranties.** All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

**5.8 Industry Standards.** Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

**5.9 Records Retention and Examination.** Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

**5.9.1** Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

**5.10 Quality Assurance Meetings.** Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

**5.11 Duty to Cooperate with Auditor.** The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

**5.12 Safety Data Sheets.** If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

**5.13 Project Personnel.** Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

**5.13.1 Criminal Background Certification.** Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

**5.13.2 Photo Identification Badge.** Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

**5.14 Standards of Conduct.** Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

**5.14.1 Supervision.** Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

**5.14.2 City Premises.** Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

**5.14.3 Removal of Employees.** City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

**5.15 Licenses and Permits.** Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

**5.16 Contractor and Subcontractor Registration Requirements.** Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

## **ARTICLE VI INTELLECTUAL PROPERTY RIGHTS**

**6.1 Rights in Data.** If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

**6.2 Intellectual Property Rights Assignment.** For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

**6.3 Contractor Works.** Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

**6.4 Subcontracting.** In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a “works for hire” as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

**6.5 Intellectual Property Warranty and Indemnification.** Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor’s own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim

of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

**6.6 Software Licensing.** Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

**6.7 Publication.** Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

**6.8 Royalties, Licenses, and Patents.** Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

## **ARTICLE VII INDEMNIFICATION AND INSURANCE**

**7.1 Indemnification.** To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

**7.2 Insurance.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or

in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

**7.2.1 Commercial General Liability.** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

**7.2.2 Commercial Automobile Liability.** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

**7.2.3 Workers' Compensation.** Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

**7.2.4 Professional Liability (Errors and Omissions).** For consultant contracts, insurance appropriate to Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

**7.2.5 Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:

**7.2.5.1 Additional Insured Status.** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).



**7.2.5.2 Primary Coverage.** For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

**7.2.5.3 Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

**7.2.5.4 Waiver of Subrogation.** Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

**7.2.5.5 Claims Made Policies (applicable only to professional liability).** The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

**7.3 Self Insured Retentions.** Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

**7.4 Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

**7.5 Verification of Coverage.** Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**7.6 Special Risks or Circumstances.** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**7.7 Additional Insurance.** Contractor may obtain additional insurance not required by this Contract.

**7.8 Excess Insurance.** All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

**7.9 Subcontractors.** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

## **ARTICLE VIII BONDS**

**8.1 Payment and Performance Bond.** Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

**8.1.1 Bond Amount.** The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

**8.1.2 Bond Term.** The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

**8.1.3 Bond Surety.** The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

**8.1.4 Non-Renewal or Cancellation.** The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force

and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

**8.2 Alternate Security.** City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

## **ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS**

**9.1 Contractor Certification of Compliance.** By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

**9.1.1 Drug-Free Workplace Certification.** Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

**9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations:** Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

### **9.1.3 Non-Discrimination Requirements.**

**9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP).** Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

**9.1.3.2 Non-Discrimination Ordinance.** Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result

in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

**9.1.3.3 Compliance Investigations.** Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

**9.1.4 Equal Benefits Ordinance Certification.** Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

**9.1.5 Contractor Standards.** Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

**9.1.6 Noise Abatement.** Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

**9.1.7 Storm Water Pollution Prevention Program.** Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

**9.1.8 Service Worker Retention Ordinance.** If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

**9.1.9 Product Endorsement.** Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

**9.1.10 Business Tax Certificate.** Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

**9.1.11 Equal Pay Ordinance.** Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the EPO.

**9.1.11.1 Contractor and Subcontract Requirement.** The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Any Contractor subject to the Equal Pay Ordinance shall require all of its subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

## **ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW**

**10.1 Conflict of Interest Laws.** Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

**10.2 Contractor's Responsibility for Employees and Agents.** Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

**10.3 Contractor's Financial or Organizational Interests.** In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

**10.4 Certification of Non-Collusion.** Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or

solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

**10.5 Hiring City Employees.** This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

## **ARTICLE XI DISPUTE RESOLUTION**

**11.1 Mediation.** If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

**11.2 Selection of Mediator.** A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

**11.3 Expenses.** The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

**11.4 Conduct of Mediation Sessions.** Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

**11.5 Mediation Results.** Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

## **ARTICLE XII MANDATORY ASSISTANCE**

**12.1 Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations,

attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

**12.2 Compensation for Mandatory Assistance.** City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

**12.3 Attorneys' Fees Related to Mandatory Assistance.** In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

### **ARTICLE XIII MISCELLANEOUS**

**13.1 Headings.** All headings are for convenience only and shall not affect the interpretation of this Contract.

**13.2 Non-Assignment.** Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

**13.3 Independent Contractors.** Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

**13.4 Subcontractors.** All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

**13.5 Covenants and Conditions.** All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

**13.6 Compliance with Controlling Law.** Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract

termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

**13.7 Governing Law.** The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

**13.8 Venue.** The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

**13.9 Successors in Interest.** This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

**13.10 No Waiver.** No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

**13.11 Severability.** The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

**13.12 Drafting Ambiguities.** The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

**13.13 Amendments.** Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

**13.14 Conflicts Between Terms.** If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.



**13.15 Survival of Obligations.** All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

**13.16 Confidentiality of Services.** All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

**13.17 Insolvency.** If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

**13.18 No Third Party Beneficiaries.** Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

**13.19 Actions of City in its Governmental Capacity.** Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

## EXHIBIT D

### WAGE REQUIREMENTS: SERVICE AND MAINTENANCE CONTRACTS EXECUTED ON OR AFTER JANUARY 1, 2015

By signing this Contract, Bidder certifies that he or she is aware of the wage provisions described herein and shall comply with such provisions before commencing services.

**A. PREVAILING WAGES.** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, Bidder and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below. This requirement is in addition to the requirement to pay Living Wage pursuant to San Diego Municipal Code Chapter 2, Article 2, Division 42. Bidder must determine which per diem rate is highest for each classification of work (i.e. Prevailing Wage Rate or Living Wage Rate), and pay the highest of the two rates to their employees. Living Wage applies to workers who are not subject to Prevailing Wage Rates.

**1. Compliance with Prevailing Wage Requirements.** Pursuant to sections 1720 through 1861 of the California Labor Code, Bidder and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

**1.1.** Copies of such prevailing rate of per diem wages are on file at the City of San Diego's Equal Opportunity Contracting Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Bidder and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

**1.2.** The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date

of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

**2. Penalties for Violations.** Bidder and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.

**3. Payroll Records.** Bidder and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Bidder shall require its subcontractors to also comply with section 1776. Bidder and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Bidder is responsible for ensuring its subcontractors submit certified payroll records to the City. Bidder and its subcontractors shall also furnish the records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required in Labor Code section 1771.4.

**4. Apprentices.** Bidder and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Bidder shall be held responsible for their compliance as well as the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.

**5. Working Hours.** Bidder and its subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

**6. Required Provisions for Subcontracts.** Bidder shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

**7. Labor Code Section 1861 Certification.** Bidder in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Bidder certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

**8. Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when

payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

**9. Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. A Bidder or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or enter into any contract for public work, as defined in this chapter of the Labor Code unless currently registered and qualified to perform the work pursuant to Section 1725.5. In accordance with Labor Code section 1771.1(a), “[i]t is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

**9.1.** A Bidder's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in a response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered contractor pursuant to Public Contract Code section 4107.

**9.2.** A Contract entered into with any Bidder or subcontractor in violation of Labor Code section 1771.1(a) shall be subject to cancellation, provided that a Contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, Bidder, or any subcontractor to comply with the requirements of section 1725.5 of this section.

**9.3.** By submitting a bid or proposal to the City, Bidder is certifying that he or she has verified that all subcontractors used on this public works project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Bidder shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.

**10. Stop Order.** For Bidder or its subcontractor(s) engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered Bidder or unregistered subcontractor(s) on ALL public works until the unregistered Bidder or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.

**11. List of all Subcontractors.** The City may ask Bidder for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers,

utilized on this contract at any time during performance of this contract, and Bidder shall provide the list within ten (10) working days of the City's request. Additionally, Bidder shall provide the City with a complete list of all subcontractors utilized on this contract (regardless of tier), within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Bidder until at least 30 days after this information is provided to the City.

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

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

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

**12.3. List of all Subcontractors.** The Bidder shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 11 above. (Labor Code section 1773.3).

**B. Living Wages.** This Contract is subject to the City's Living Wage Ordinance (LWO), codified in San Diego Municipal Code Chapter 2, Article 2, Division 42. Bidder agrees to require all of its subcontractors, sublessees, and concessionaires subject to the LWO to comply with the LWO and all applicable regulations and rules.

**1. Payment of Living Wages.** Pursuant to San Diego Municipal Code section 22.4220(a), Bidder and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the required minimum hourly wage rates and health benefits rate unless an exemption applies.

**1.1** Copies of such living wage rates are available on the City website at <https://www.sandiego.gov/purchasing/programs/livingwage/>. Bidder and its subcontractors shall post a notice informing workers of their rights at each job site or a site frequently accessed by covered employees in a prominent and accessible place in accordance with San Diego Municipal Code section 22.4225(e).

**1.2** LWO wage and health benefit rates are adjusted annually in accordance with San Diego Municipal Code section 22.4220(b) to reflect the Consumer Price Index. Service contracts, financial assistance agreements, and City facilities agreements must include this upward adjustment of wage rates to covered employees on July 1 of each year.

**2. Compensated Leave.** Pursuant to San Diego Municipal Code section 22.4220(c), Bidder and its subcontractors shall provide a minimum of eighty (80)

**City of San Diego**  
**CONTRACTOR STANDARDS**  
**Pledge of Compliance**

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

“Principal” means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

**This form contains 10 pages, additional information may be submitted as part of *Attachment A*.**

**A. BID/PROPOSAL/SOLICITATION TITLE:**

As-Needed Habitat Maintenance and Monitoring Services  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**B. BIDDER/PROPOSER INFORMATION:**

Black Sage Environmental, Inc.  
 \_\_\_\_\_  

Legal Name	San Diego	DBA	92123
9111 Chesapeake Drive	City	CA	State
Street Address	(619) 876-0745	Phone	Zip
Jason W. Allen, President	Contact Person, Title	Fax	

Provide the name, identity, and precise nature of the interest\* of all persons who are directly or indirectly involved\*\* in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

\* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

\*\* Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Jason W. Allen	President
Name	Title/Position
Bonita, California	
City and State of Residence	Employer (if different than Bidder/Proposer)
50%	
Interest in the transaction	

Roberto Bejar	Vice President
Name	Title/Position
San Diego, California	
City and State of Residence	Employer (if different than Bidder/Proposer)
50%	
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

**C. OWNERSHIP AND NAME CHANGES:**

1. In the past five (5) years, has your firm changed its name?  
 Yes       No

If **Yes**, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?  
 Yes       No

If **Yes**, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?  
 Yes       No

If **Yes**, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

**D. BUSINESS ORGANIZATION/STRUCTURE:**

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

**Corporation** Date incorporated: 02/18/2014 State of incorporation: California

List corporation's current officers: President: Jason W. Allen  
 Vice Pres: Roberto Bejar  
 Secretary: Roberto Bejar  
 Treasurer: Jason W. Allen

Type of corporation: C  Subchapter S

Is the corporation authorized to do business in California:  **Yes**       **No**

If **Yes**, after what date: 02/18/2014



Is your firm a publicly traded corporation?  Yes  No

If Yes, how and where is the stock traded? \_\_\_\_\_

If Yes, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods?  Yes  No

If Yes, please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	\$ _____
		Book	\$ _____
		Market	\$ _____

**Limited Liability Company** Date formed: \_\_\_\_\_ State of formation: \_\_\_\_\_

List the name, title and address of members who own ten percent (10%) or more of the company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Partnership** Date formed: \_\_\_\_\_ State of formation: \_\_\_\_\_

List names of all firm partners:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Sole Proprietorship** Date started: \_\_\_\_\_

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Joint Venture** Date formed: \_\_\_\_\_

List each firm in the joint venture and its percentage of ownership:

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**Note:** To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

**E. FINANCIAL RESOURCES AND RESPONSIBILITY:**

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?

**Yes**       **No**

If **Yes**, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?

**Yes**       **No**

If **Yes**, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?

**Yes**       **No**

If **Yes**, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

**Yes**       **No**

If **Yes**, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?

**Yes**       **No**

If **Yes**, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?

**Yes**       **No**

If **Yes**, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: JP Morgan Chase

Point of Contact: Business Banker

Address: 2644 Jamacha Road, El Cajon, CA 92019

Phone Number: (619) 670-3306

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: B2010021660 Year Issued: 2024

**F. PERFORMANCE HISTORY:**

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: CITY OF SAN DIEGO, PUBLIC UTILITIES DEPARTMENT

Contact Name and Phone Number: KIM WEHINGER 760-751-0505

Contact Email: KWEHINGER@SANDIEGO.GOV

Address: 9192 TOPAZ WAY, SAN DIEGO, CA 92123

Contract Date: May 15, 2020

Contract Amount: \$ 1,000,000.00

Requirements of Contract: AS NEEDED INVASIVE WEED MANAGEMENT Contract C1177

Company Name: City of San Diego, Public Utilities Department

Contact Name and Phone Number: Kelsey Hall 858-292-6387

Contact Email: khall@sandiego.gov

Address: 9192 Topaz Way, San Diego, CA 92123

Contract Date: May, 2023

Contract Amount: \$300,000 over multiple contract POs

Requirements of Contract: As Needed Habitat Restoration Maintenance in the Stadium Mitigation Site

Company Name: San Dieguito River Park

Contact Name and Phone Number: Jason Lopez 858-674-2275-16

Contact Email: jason@sdrp.org

Address: 18372 Sycamore Creek Road, Escondido, CA 92025

Contract Date: Since 2010 As-Needed contracts

Contract Amount: \$500,000 over multiple years

Requirements of Contract: As Needed Habitat Restoration Maintenance in SDRP

**G. COMPLIANCE:**

- 1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?  
 Yes       No

If **Yes**, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

- 2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?  
 Yes       No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

**H. BUSINESS INTEGRITY:**

- 1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

Yes      No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

- 2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

Yes      No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

- 3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

Yes      No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

- 4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

Yes      No

If **Yes**, please disclose the names of those relatives in Attachment A.

**I. BUSINESS REPRESENTATION:**

- 1. Are you a local business with a physical address within the County of San Diego?

Yes      No

- 2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?

Yes      No

Certification # 17BS1391

- 3. Are you certified as any of the following:

- a. Disabled Veteran Business Enterprise Certification # \_\_\_\_\_
- b. Woman or Minority Owned Business Enterprise Certification # \_\_\_\_\_
- c. Disadvantaged Business Enterprise Certification # \_\_\_\_\_

**J. WAGE COMPLIANCE:**

In the past five (5)years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local **prevailing, minimum, or living wage laws**? Yes      No      If **Yes**, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

**K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:**

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: Not Applicable

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contractor License No.: \_\_\_\_\_ DIR Registration No.: \_\_\_\_\_

Sub-Contract Dollar Amount: \$ \_\_\_\_\_ (per year) \$ \_\_\_\_\_ (total contract term)

Scope of work subcontractor will perform: \_\_\_\_\_

Identify whether company is a subcontractor or supplier: \_\_\_\_\_

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contractor License No.: \_\_\_\_\_ DIR Registration No.: \_\_\_\_\_

Sub-Contract Dollar Amount: \$ \_\_\_\_\_ (per year) \$ \_\_\_\_\_ (total contract term)

Scope of work subcontractor will perform: \_\_\_\_\_

Identify whether company is a subcontractor or supplier: \_\_\_\_\_

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

**L. STATEMENT OF AVAILABLE EQUIPMENT:**

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

**M. TYPE OF SUBMISSION:** This document is submitted as:

- Initial submission of *Contractor Standards Pledge of Compliance*
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- Update of prior *Contractor Standards Pledge of Compliance* dated \_\_\_\_\_.

**Complete all questions and sign below.**

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

(a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

**Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.**

Jason W. Allen, President

\_\_\_\_\_  
Name and Title

*Jason W. Allen*

\_\_\_\_\_  
Signature

7/11/2024

\_\_\_\_\_  
Date



**City of San Diego**  
**CONTRACTOR STANDARDS**  
**Attachment "A"**

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

H. 4. Sara Allen

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Jason W. Allen, President

Print Name, Title

*Jason W. Allen*

Signature

7/11/2024

Date

## EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

### GOODS AND SERVICES CONTRACTOR REQUIREMENTS

#### I. City's Equal Opportunity Contracting Commitment.

The City of San Diego (City) promotes equal employment and subcontracting opportunities. The City is committed to ensuring that taxpayer dollars spent on public contracts are not paid to businesses that practice discrimination in employment or subcontracting. The City encourages all companies seeking to do business with the City to share this commitment. Contractors are encouraged to take positive steps to diversify and expand their subcontractor and supplier solicitation base and to offer opportunities to all eligible business firms.

*Contractors must submit the required EOCP documentation indicated below with their proposals. Contractors who fail to provide the required EOCP documentation are considered non-responsive.*

#### II. Definitions.

**Commercially Useful Function:** a Small Local Business Enterprise or Emerging Local Business Enterprise (SLBE/ELBE) performs a commercially useful function when it is responsible for execution of the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SLBE/ELBE shall also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself.

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

**Disadvantaged Business Enterprise (DBE):** a certified business that is (1) at least fifty-one (51%) owned by socially and economically Disadvantaged Individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically Disadvantaged Individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners. Disadvantaged Individuals include Black Americans, Hispanic Americans, Asian Americans, and other minorities, or individual found to be disadvantaged by the Small Business Administration pursuant to Section 8 of the Small Business Reauthorization Act.

**Disabled Veteran Business Enterprise (DVBE):** a certified business that is (1) at least fifty-one percent (51%) owned by one or more Disabled Veterans; and (2) business operations must be managed and controlled by one or more Disabled Veterans. A Disabled Veteran is a veteran of the U.S. military, naval, or air service who resides in California and has a service-connected disability of at least 10% or more. The firm shall be certified by the State of California's Department of General Services, Office of Small and Minority Business.

**Emerging Business Enterprise (EBE):** a business whose gross annual receipts do not exceed the amount set by the City Manager, and which meets all other criteria set forth in the regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for EBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace.

**Emerging Local Business Enterprise (ELBE):** a Local Business Enterprise that is also an Emerging Business Enterprise.

**Local Business Enterprise (LBE):** a business that has both a principal place of business and a significant employment presence in the County of San Diego, and that has been in operation for twelve (12) consecutive months.

**Minority Business Enterprise (MBE):** a certified business that is (1) at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minorities owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.

**Other Business Enterprise (OBE):** any business which does not otherwise qualify as Minority, Woman, Disadvantaged, or Disabled Veteran Business Enterprise.

**Principal Place of Business:** a location wherein a business maintains a physical office and through which it obtains no less than fifty percent (50%) of gross annual receipts.

**Significant Employee Presence:** no less than twenty-five percent (25%) of a business's total number of employees.

**Small Business Enterprise (SBE):** a business whose gross annual receipts do not exceed the amount set by the City Manager, and that meets all other criteria set forth in regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for SBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace. A business certified as a DVBE by the State of California, and that has provided proof of such certification to the City manager, shall be deemed to be an SBE.

**Small Local Business Enterprise (SLBE):** a Local Business Enterprise that is also a Small Business Enterprise.

**Women Business Enterprise (WBE):** a certified business that is (1) at least fifty-one percent (51 %) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.

### **III. Disclosure of Discrimination Complaints.**

As part of its proposal, Contractor shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken. (Attachment AA).

### **IV. Work Force Report and Equal Opportunity Outreach Plan.**

- A. Work Force Report. Contractors shall submit with their proposal a Work Force Report (WFR) for approval by the City. (Attachment BB). If the City determines that there are under representations when compared to County Labor Force Availability data, then the Contractor will also be required to submit an Equal Employment Opportunity Plan (EEOP) to the City for approval. Questions regarding the WFR should be directed to the Equal Opportunity Contracting Department.
- B. Duty to Comply with Equal Opportunity Outreach Plan. A Contractor for whom an EEOP has been approved by the City shall use best efforts to comply with that EEOP.

### **V. Small and Local Business Program Requirements.**

The City has adopted a Small and Local Business Enterprise program for goods, services, and consultant contracts. The SLBE requirements are set forth in Council Policy 100-10. For contracts in which the Purchasing Agent is required to advertise for sealed proposals in the City's official newspaper or consultant contracts valued over \$50,000, the City shall:

- A. Apply a maximum of an additional 12% of the total possible evaluation points to the Contractor's final score for SLBE or ELBE participation. Additional points will be awarded as follows:
  - a. If the Contractor achieves 20% participation, apply 5% of the total possible evaluation points to the Contractor's score; or
  - b. If the Contractor achieves 25% participation, apply 10% of the total possible evaluation points to the Contractor's score; or
  - c. If the prime contractor is a SLBE or an ELBE, apply 12% of the total possible evaluation points to the Contractor's score.

## **VI. Maintaining Participation Levels.**

- A. Additional points are based on the Contractor's level of participation proposed prior to the award of the goods, services, or consultant contract. Contractors are required to achieve and maintain the SLBE or ELBE participation levels throughout the duration of the goods, services, or consultant contract.
- B. If the City modifies the original specifications, the Contractor shall make reasonable efforts to maintain the SLBE or ELBE participation for which the additional points were awarded. The City must approve in writing a reduction in SLBE or ELBE participation levels.
- C. Contractor shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or ELBE subcontractor.
- D. Contractor's failure to maintain SLBE or ELBE participation levels as specified in the goods, services, or consultant contract shall constitute a default and grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.
- E. The remedies available to the City under Council Policy 100-10 are cumulative to all other rights and remedies available to the City.

## **VII. Certifications.**

The City accepts certifications of MBE, WBE, DBE, or DVBE from the following certifying agencies:

- A. Current certification by the State of California Department of Transportation (CALTRANS) as DBE.
- B. Current MBE or WBE certification from the California Public Utilities Commission.
- C. DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.
- D. Current certification by the City of Los Angeles as DBE, WBE, or MBE.

Subcontractors' valid proof of certification status e.g., copy of MBE, WBE, DBE, or DVBE certification must be submitted with the proposal or contract documents. MBE, WBE, DBE, or DVBE certifications are listed for informational purposes only.

## **VIII. List of Attachments.**

- AA. Contractors Certification of Pending Actions
- BB. Work Force Report

**AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS**

As part of its proposal, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.
  
- The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN

Contractor Name: Black Sage Environmental, Inc.

Certified By Jason W. Allen Title President

Name

*Jason W. Allen*  
Signature

Date 7/11/24

**USE ADDITIONAL FORMS AS NECESSARY**



City of San Diego  
**EQUAL OPPORTUNITY CONTRACTING (EOC)**  
 1200 Third Avenue • Suite 200 • San Diego, CA 92101  
 Phone: (619) 236-6000 • Fax: (619) 236-5904  
**BB. WORK FORCE REPORT**

The objective of the *Equal Employment Opportunity Outreach Program*, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

NO OTHER FORMS WILL BE ACCEPTED

**CONTRACTOR IDENTIFICATION**

Type of Contractor:     Construction     Vendor/Supplier     Financial Institution     Lessee/Lessor  
                                   Consultant     Grant Recipient     Insurance Company     Other

Name of Company: Black Sage Environmental, Inc.

ADA/DBA: \_\_\_\_\_

Address (Corporate Headquarters, where applicable): 9111 Chesapeake Drive

City: San Diego    County: San Diego    State: CA    Zip: 92123

Telephone Number: ( ) 619-876-0745    Fax Number: ( ) \_\_\_\_\_

Name of Company CEO: Jason W. Allen

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: \_\_\_\_\_

City: \_\_\_\_\_    County: \_\_\_\_\_    State: \_\_\_\_\_    Zip: \_\_\_\_\_

Telephone Number: ( ) \_\_\_\_\_    Fax Number: ( ) \_\_\_\_\_    Email: \_\_\_\_\_

Type of Business: Habitat Restoration & Natural Resource Management    Type of License: C27, C13, C-61/D49, QAL, PCA

The Company has appointed: Jason W. Allen

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 9111 Chesapeake Drive, San Diego, CA 92123

Telephone Number: ( ) 619-876-0745    Fax Number: ( ) \_\_\_\_\_    Email: jallen@blacksageenvironmental.com

One San Diego County (or Most Local County) Work Force - Mandatory

Branch Work Force \*                       Managing Office Work Force

*Check the box above that applies to this WFR.*

*\*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of Black Sage Environmental, Inc.

San Diego, CA (Firm Name)  
 \_\_\_\_\_, \_\_\_\_\_ hereby certify that information provided  
 \_\_\_\_\_ (County) \_\_\_\_\_ (State)

herein is true and correct. This document was executed on this 11 day of July, 2024

Jason W. Allen  
 \_\_\_\_\_  
 (Authorized Signature)

\_\_\_\_\_  
 Jason W. Allen  
 (Print Authorized Signature Name)

NAME OF FIRM: Black Sage Environmental, Inc. DATE: 7/11/24

OFFICE(S) or BRANCH(ES): 9111 Chesapeake Drive, San Diego, CA 92123 COUNTY: San Diego

I. INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian
- (4) American Indian, Eskimo
- (5) Filipino, Asian Pacific Islander
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) African-American		(2) Hispanic or Latino		(3) Asian		(4) American Indian		(5) Asian Pacific Islander		(6) Caucasian		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial			1								2	1		
Professional														
A&E, Science, Computer														
Technical														
Sales														
Administrative Support												1		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*	1		4	2	1						10			

\*Construction laborers and other field employees are not to be included on this page

Totals Each Column	1		5	2	1						12	2		
--------------------	---	--	---	---	---	--	--	--	--	--	----	---	--	--

Grand Total All Employees 23

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														



NAME OF FIRM: Black Sage Environmental, Inc. DATE: 7/11/24  
 OFFICE(S) or BRANCH(ES): 9111 Chesapeake Drive, San Diego, CA 92123 COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian
- (4) American Indian, Eskimo
- (5) Filipino, Asian Pacific Islander
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

TRADE OCCUPATIONAL CATEGORY	(1) African- American		(2) Hispanic or Latino		(3) Asian		(4) American Indian		(5) Asian Pacific Islander		(6) Caucasian		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers			1											
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														
Totals Each Column			1											
Grand Total All Employees			1											
Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:														



# CITY OF SAN DIEGO WORK FORCE REPORT

## HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm’s work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (African-American, Hispanic or Latino, Asian, American Indian, Asian Pacific Islander, Caucasian, and Other Ethnicities) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one contractor to another, it is important that the data we receive from the Contractor firm is accurate and organized in the manner that allows for this fair comparison.

## WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm’s work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County WFR.<sup>1</sup> By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a WFR from that county.<sup>2</sup> If participation in a San Diego project is by work forces from San Diego

County and, for example, from Los Angeles County and from Sacramento County, we ask for separate WFRs representing your firm from each of the three counties.

## MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report.<sup>1,3</sup> In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.<sup>3</sup>

## TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one <sup>1</sup>, two <sup>2</sup> & three <sup>3</sup>. These numbers coincide with the types of work force report required in the example. See below:

- <sup>1</sup> San Diego County (or Most Local County) Work Force – Mandatory in most cases
- <sup>2</sup> Branch Work Force \*
- <sup>3</sup> Managing Office Work Force

*\*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

## **Exhibit A: Work Force Report Job categories-Administration**

Refer to this table when completing your firm’s Work Force Report form(s).

### **Management & Financial**

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

### **Professional**

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists
Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists

Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

**Architecture & Engineering, Science, Computer**

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

**Technical**

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

**Sales**

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

**Administrative Support**

Financial Clerks
Information and Record Clerks
Legal Support Workers
Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

**Services**

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides

Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

**Crafts**

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics, Installers, and Repairers
Woodworkers

**Operative Workers**

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

**Transportation**

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material Moving Workers
Water Transportation Workers

**Laborers**

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades

Supervisors, Building and Grounds Cleaning and Maintenance Workers
--

Supervisors, Farming, Fishing, and Forestry Workers
---

## Exhibit B: Work Force Report Job categories-Trade

### Brick, Block or Stone Masons

Brickmasons and Blockmasons
-----------------------------

Stonemasons
-------------

### Carpenters

### Carpet, floor and Tile Installers and Finishers

Carpet Installers
-------------------

Floor Layers, except Carpet, Wood and Hard Tiles
--

Floor Sanders and Finishers
-----------------------------

Tile and Marble Setters
-------------------------

### Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
--------------------------------------

Terrazzo Workers and Finishers
--------------------------------

### Construction Laborers

### Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
-------------------------------------

Tapers
--------

### Electricians

### Elevator Installers and Repairers

### First-Line Supervisors/Managers

First-line Supervisors/Managers of Construction
---

Trades and Extraction Workers
-------------------------------

### Glaziers

### Helpers, Construction Trade

Brickmasons, Blockmasons, and Tile and Marble Setters
---

Carpenters
------------

Electricians
--------------

Painters, Paperhangers, Plasterers and Stucco
---

Pipelayers, Plumbers, Pipefitters and Steamfitters
--

Roofers
---------

All other Construction Trades
-------------------------------

### Millwrights

Heating, Air Conditioning and Refrigeration Mechanics and Installers
--

Mechanical Door Repairers
---------------------------

Control and Valve Installers and Repairers
--

Other Installation, Maintenance and Repair Occupations
--

### Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment Operators
---

Pile-Driver Operators
-----------------------

Operating Engineers and Other Construction Equipment Operators
--

### Painters, Const. Maintenance

Painters, Construction and Maintenance
--

Paperhangers
--------------

### Pipelayers and Plumbers

Pipelayers
------------

Plumbers, Pipefitters and Steamfitters
--

### Plasterers and Stucco Masons

### Roofers

### Security Guards & Surveillance Officers

### Sheet Metal Workers

### Structural Iron and Steel Workers

### Welding, Soldering and Brazing Workers

Welders, Cutter, Solderers and Brazers
--

Welding, Soldering and Brazing Machine Setter, Operators and Tenders
--

**LIVING WAGE ORDINANCE  
 CERTIFICATION OF COMPLIANCE  
 REQUIRED BY SAN DIEGO MUNICIPAL CODE §22.4225(c)**

**COMPANY INFORMATION**

Company Name: Black Sage Environmental, Inc.  
 Company Address: 9111 Chesapeake Drive, San Diego, CA 92123  
 Company Contact Name: Jason W. Allen Contact Phone: 619-876-0745

**CONTRACT INFORMATION**

Contract Number (if no number, state location): City of San Diego Start Date: TBD  
 Contract Title (or description): As-Needed Habitat Maintenance and Monitoring Services End Date: TBD  
 Purpose/Service Provided: As-Needed Habitat Maintenance and Monitoring Services

**TERMS OF COMPLIANCE**

A contractor or subcontractor working on or under the authority of an agreement subject to the Living Wage Ordinance [LWO] must comply with all applicable provisions unless specifically approved for an exemption. Basic requirements of the LWO are:

- (a) Pay covered employees the current fiscal year hourly wage rate;
- (b) If any lesser amount is applied toward the health benefits rate, add this difference to the hourly wage rate as cash;
- (c) Provide minimum of 80 compensated leave hours per year for illness, vacation, or personal need at the employee's request and permit 80 additional unpaid leave hours for personal or family illness when accrued compensated leave hours have been used;
- (d) Annually distribute a notice with the first paycheck after July 1 to inform all covered employees of LWO requirements, their possible right to Federal Earned Income Tax Credit, and possible availability of health insurance coverage under the Affordable Care Act;
- (e) Prohibit retaliation against any covered employee who alleges noncompliance with the requirements of the LWO;
- (f) Permit access for authorized City representatives to work sites and records to review compliance with the LWO; and
- (g) Maintain wage and benefit records for covered employees for 3 years after final payment.

If a subcontractor fails to submit this completed form, the prime contractor may be found in violation of the LWO for failure to ensure its subcontractor's compliance. This may result in a withholding of payments or termination of the agreement.

**CONTRACTOR CERTIFICATION**

By signing, the contractor certifies under penalty of perjury under laws of the State of California to the following:

- (a) comply with the requirements of the Living Wage Ordinance; and
- (b) will perform at least fifty percent (50%) of the work with its own employees.

Jason W. Allen

President

Name of Signatory

Title of Signatory

*Jason W. Allen*  
 Signature

7/11/24

Date

**FOR OFFICIAL CITY USE ONLY**

Date of Receipt: LWO Analyst: Contract Number:



**Proposal to Provide**

**As-Needed Habitat Maintenance and Monitoring Services  
for**

**The City of San Diego, Stormwater Department**

**RFP-10090165-24-C**

**Prepared for the City of San Diego, Stormwater Department**

**by**

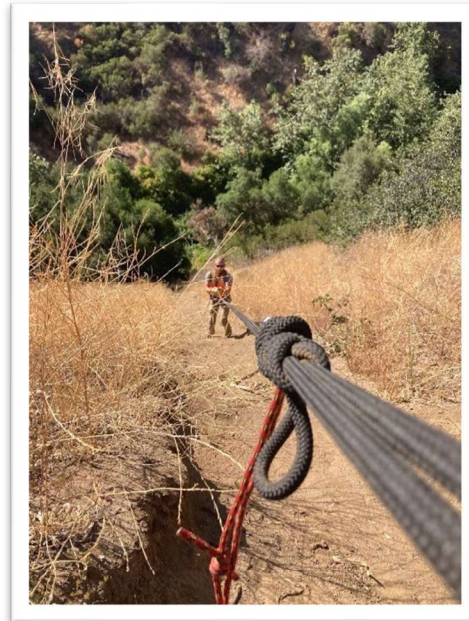
**Black Sage Environmental, Inc.**

**Due Date and Time: July 12, 2024, 2:00 PM PT**



## Table of Contents

1.0 COVER LETTER.....	3
2.0 EXECUTIVE SUMMARY .....	4
3.0 QUALIFICATIONS.....	5
4.0 PROPOSED METHOD TO ACCOMPLISH THE WORK .....	6
Invasive Weed Management .....	6
Site Planning and Preparation.....	9
Habitat Enhancement and Restoration Implementation .....	10
Maintenance .....	13
Project Inspections, Monitoring, and Reporting.....	14
Cultural Resources.....	14
Mapping .....	14
5.0 CAPACITY AND CAPABILITY .....	16
Project Team Roles and Responsibilities.....	16
Resumes .....	19
6.0 PROJECT HIGHLIGHTS .....	25
7.0 REFERENCES.....	32



**Hardworking Black Sage Environmental Employees**

## 1.0 COVER LETTER

July 11, 2024

City of San Diego Attn: Taylor Cox, Senior Procurement Contracting Officer, 1200 Third Ave, Suite 200, San Diego, California 92101

RE: Proposal for As-Needed Habitat Maintenance and Monitoring Services Project for the City of San Diego, Stormwater Department, RFP 10090165-24-C

Dear Taylor Cox:

**Black Sage Environmental, Inc. (BSE)**, is pleased to submit this proposal for As-Needed Habitat Maintenance and Monitoring Services for the City of San Diego (City), Stormwater Department (Department), in response to RFP 10090165-24-C. BSE is a local full-service natural resource management and environmental protection company which has been providing professional land management services since our firm's inception in 2010 and was created with the intention of assisting land management public agencies and non-governmental natural resource-based firms and conservancies. We pride ourselves in providing excellent service that is rooted in land management for a competitive price.

BSE has provided services on hundreds of invasive weed management, habitat restoration and erosion control projects with over a decade of local service, including many in and around the City of San Diego and San Diego County. From our base of operations in central San Diego we can be anywhere in the county in 45 minutes to an hour.

Our technical biological services provide natural resource management tasks such as invasive weed management, pesticide application, habitat restoration, erosion control, biomass reduction, storm water maintenance, trail maintenance and construction and biological data collection and mapping using ArcGIS Collector, mobile GPS, and aerial drone technology.

Our security service provides fire preventative measures, environmental protection, and data collection. BSE is sensitive to the needs of the Department in continuing its goal of protecting desirable native plant communities to prevent infestations, rather than merely controlling weeds. We look forward to putting our expertise to work for the Department under this contract. We are well-staffed with environmental professionals and ready to begin work under this contract immediately.

I hereby certify that the information and data contained in the attached proposal are true to the best of my knowledge. If you have any questions regarding our proposal, please contact me at (619) 876-0745, by email at [jallen@blacksageenvironmental.com](mailto:jallen@blacksageenvironmental.com), or at the mailing address below.

Respectfully submitted,  
Black Sage Environmental, Inc.

*Jason W. Allen*

Jason W. Allen  
President

**Primary Point of Contact:**

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## 2.0 EXECUTIVE SUMMARY

**Black Sage Environmental, Inc. (BSE)**, is pleased to submit this proposal for As-Needed Habitat Maintenance and Monitoring Services for the City of San Diego (City), Stormwater Department (Department). BSE is a San Diego based full-service natural resource management and environmental protection company that was founded in 2010 with the intention of assisting public land management agencies and non-governmental natural resource-based firms and conservancies. BSE provides professional land management services including invasive weed management, pesticide application, habitat restoration, erosion control, biomass removal, storm channel maintenance, trail maintenance and construction, biological data collection and GIS mapping.

Our professional certifications include California State Contractor C-27 Landscape, C-13 Fence and C-61/D49 Tree Service licenses, California Department of Pesticide Regulation Pest Control Advisor License (PCA), Qualified Applicator License (QAL) with Landscape Maintenance, Right of Way, Aquatic and Forestry categories, Pest Control Business license, Qualified Private Patrol Operator Manager License, FAA 107 sUAS pilot license and has been certified as a SLBE/ELBE by the City of San Diego.

Over the past decade, BSE has successfully completed hundreds of invasive weed management, habitat restoration and erosion control projects in a variety of habitats throughout San Diego County (i.e. coastal bluff, coastal dune, riparian, lakes and reservoirs, coastal sage scrub, maritime succulent scrub, chaparral, vernal pools, foothills, mountain meadows, and conifer forests) and our staff have the expertise needed to identify native and invasive species at any work site. Our client base consists largely of public agencies and non-profit organizations including: the City of San Diego, City of Chula Vista, City of Carlsbad, City of Oceanside, County of San Diego, Sweetwater Authority, San Dieguito River Park, California Department of Parks and Recreation, Center for Natural Lands Management, San Diego Habitat Conservancy, San Diego Audubon, San Diego River Park Foundation, San Dieguito River Valley Conservancy, Friends of Coast Walk Trail, San Elijo Lagoon, La Jolla Parks and Beaches, Del Dios Habitat Protection League, The Nature Collective, University of California Natural Reserve System and San Diego Zoo Global.

The City of San Diego, Public Utilities Department (PUD) has trusted BSE with multiple habitat restoration management projects since 2015 and BSE is currently the PUD's As-Needed Invasive Weed Management Services contractor till May 2025 (Contract C1177). Through these projects, we have built positive working relationships with PUD staff and a fundamental understanding of the City's contract requirements and habitat maintenance and monitoring needs. We are committed to ensuring every project meets the City's goals to protect natural resources and stormwater infrastructure.

BSE shares the City's overarching goal of protecting desirable native plant communities through prevention of new infestations, rather than merely controlling weeds. Our proven success in implementing integrated weed management (IWM) and habitat restoration within an adaptive management framework in San Diego County demonstrates that we are well equipped to help the Stormwater Department achieve this goal like we have with PUD since 2020.

### 3.0 QUALIFICATIONS

Black Sage Environmental Inc. (BSE) is a full-service natural resource management and environmental protection company that was founded in 2010 with the intention of assisting public agencies and non-governmental natural resource-based firms and conservancies. BSE has provided services on hundreds of habitat restoration and invasive weed management projects in San Diego County. We are a licensed C-27 Landscape, C-13 Fence and C-61/D49 Tree Service Contractor Licensee 992854, Pest Control Advisor License (PCA) 164412, Qualified Applicator License (QAL) 124662, Pest Control Business License 39895, Private Patrol Operator License 17542, and FAA 107 UAS Pilot License 4052468. BSE has been certified as a SLBE/ELBE by the City of San Diego (17BS1391).

We pride ourselves in providing high quality land management services for a competitive price. Our technical biological services include invasive species removal and treatment, pesticide application, habitat restoration, erosion control, biomass reduction, storm channel maintenance, trail maintenance and construction, biological data collection and mapping using ESRI software (i.e. ArcGIS Pro, Survey 123, ArcGIS Field Maps and ArcGIS Collector), mobile GPS and aerial drone technology. BSE also operates an Environmental Protection and Fire Protection Division that provides the highest quality Ranger for hire Service to our clients. Many of our clients use us for both the Habitat Restoration and the Environmental Protection services. Some of our staff have cross trained and are proficient in both specializations. This combination of services provides our clients with a full-service land management company ready to take on any challenge.

BSE has a strong understanding of the Multiple Species Conservation Plan (MSCP), and the City of San Diego's MSCP Subarea Plan and Vernal Pool Habitat Conservation Plan (VPHCP). The owners of BSE have extensive experience managing MSCP protected land through their public land management experience (see resumes), and this has provided them insight on how a network of open spaces and habitats should be managed and preserved to maximize the movement of wildlife and ensure the persistence of sensitive species. Many of the projects that BSE has completed for PUD and other local land management agencies have taken place on MSCP preserved lands located within the Multiple Habitat Planning Area (MHPA) preserve boundaries or other Habitat Management Plan areas throughout the County of San Diego. Several of these projects have focused on preserving MSCP covered species or their associated habitats.

BSE has performed work from Carlsbad to Otay Mesa and from La Jolla to Julian covering all areas of San Diego County for various clients. BSE has performed habitat restoration projects and environmental protection services for the City of San Diego, Public Utilities Department since 2015 in all parts of San Diego County including San Pasqual Valley, Lake Hodges, Del Dios, Miramar Lake, Chocolate Creek at El Capitan Reservoir, Barrett Lake, El Cajon, Lakeside, Otay Lakes, Proctor Valley, Marron Valley and Central San Diego.

From our base of operations in Kearny Mesa San Diego, CA we are within a 30-minute drive to any corner of the City of San Diego limits. We operate multiple marked 4x4 vehicles that can operate in all types of terrain. We also have a 4x4 full size pickup truck with a dump bed used for transporting tools and materials to the jobsite and biomass to the dump that can also be used as a spray truck with our 150-gallon spray tank or a water truck with multiple water tanks we own. We also have a trailer and an ATV that can transport a staff member and their tools and materials or a 25-gallon herbicide sprayer into rougher terrain areas for remote operations. Additional vehicles, tools and heavy equipment will be secured when needed as required by the scope of work.

BSE staff are hand selected, screened and trained in best management practices for habitat restoration, invasive plant management, erosion control, storm water pollution prevention, and cultural resource awareness. We have quality equipment that is regularly maintained and a high level of

internal and external training to ensure a productive and safe work environment. Our business is ready to grow and expand and we will readily make staff and equipment additions to match project workloads.

## 4.0 PROPOSED METHOD TO ACCOMPLISH THE WORK

The following overview details the broad range of habitat maintenance and monitoring services requested in Department's as-needed habitat maintenance and monitoring services scope of work (Exhibit B), that BSE can provide in a timely manner.

### Invasive Weed Management

BSE believes that invasive weed management is an integral component of restoring and maintaining habitat and ecosystem function. BSE's skilled staff have extensive experience managing a variety of invasive plant species in a safe and efficient manner. We have proven track record for managing high priority invasive species (i.e. Stinknet [*Oncosiphon piluliferum*], Medusa head-grass [*Taeniatherum caput-medusae*], gum tree [*Eucalyptus* species], salt cedar [*Tamarix* species], etc.) in a variety of habitats in San Diego County including areas containing sensitive species such as California gnatcatcher (*Polioptila californica*), Orcutt's brodiaea (*Brodiaea orcuttii*), Otay tarplant (*Deinandra conjugens*) and various vernal pool, sensitive and endangered species. We perform invasive weed management using chemical, manual, or mechanical methods based on the principles of adaptive management and integrated weed management in addition our own applied knowledge acquired over many years of hands-on experience. For each project, we consider the target species biology, environmental setting, and potential impacts to sensitive species or habitats when determining appropriate strategies of conducting weed control.

### Adaptive Management

With an ever-changing landscape and new invasive weed species being introduced at an alarming pace, a variety of techniques and approaches are needed for successful long-term management of natural areas. To effectively address these challenges, we employ an adaptive management approach to restoring habitat and controlling invasive weed species.



Herbicide Application and Biomass Removal

This approach involves routine site monitoring to evaluate efficacy of management actions and prompt implementation of new management actions should monitoring results indicate a need. Working within an adaptive management framework allows us to adjust control strategies as needed and respond rapidly to shifting priorities based on temporal changes or the need for rapid response.

### *Integrated Weed Management*

BSE staff are active participants in the California Invasive Plant Council (Cal-IPC) and employs the Cal-IPC's strategic approach for Integrated Weed Management (IWM) as the basis for all our weed management actions. Our IWM plans prioritize prevention and adaptive management actions to help direct funds to where they are needed most. BSE uses the Management Priorities for Invasive Non-native Plants A Strategy for Regional Implementation, San Diego County, California (SANDAG 2012) and the Land Manager's Guide to Developing an Invasive Plant Management Plan (Cal-IPC and USFWS 2018) as resources to identify and prioritize management actions for IWM plans.

### *Prevention*

BSE understands that preventing the introduction or further spread of invasive plants is the most cost-effective approach to weed management. We are dedicated to working with Department staff to prevent the spread of weed propagules with a focus on the following tactics:

*Thresholds for Action:* Development of site-specific IWM plans that include a long-term management strategy with thresholds for action and a cost-benefit analysis. Thresholds for action will identify tolerable levels of weeds to prioritize management actions and direct limited funding to where it will be most effective.

*Seed Dispersal Prevention:* In development of IWM plans, BSE considers dispersal methods and how weed seed moves through the landscape by natural or anthropogenic means. We know that understanding where source populations occur, and the various mechanisms that can and will transport them is crucial in creating an IWM plan that focuses funding and efforts to slow the spread of invasive weed seed. For example, we may prescribe a top of the watershed approach, or top-down methods, to control the spread of seeds by water or erosion; however, this method is not appropriate for all dispersal methods. We also consider seasonal timing of seed dispersal as major factor in development of IWM plans and prioritize using control methods to prevent the target plants from going to seed. If timing, funding, or other obstacles prevent this, then all efforts will be made to minimize seed dispersal, wash off vehicles and/or restrict access into areas during high seed dispersal times, and monitor and control weeds along major transportation corridors or boundaries to prevent source populations from spreading. BSE will work with Department staff to incorporate seed dispersal management into long range actions. To minimize the spread of invasive weed seed, our current company policy requires staff to decontaminate onsite by blowing, brushing, or washing boots, coveralls, equipment, and vehicles onsite before leaving the site.

### *Minimize Soil Disturbance*

BSE recognizes the importance of preventing and minimizing soil disturbance which may promote an environment for invasive weed establishment. Our current company policy directs staff to drive only on designated roads and trails unless otherwise authorized by the client. Our staff are also trained to identify and report any erosion or other circumstances that may promote an environment for invasive weed establishment. We are committed to working with the Department to ameliorate any soil disturbances that may contribute to establishment of



weeds. Should weed abatement actions result in disturbance or bare ground, BSE will revegetate the area with native plants as requested.

### *Control*

BSE's extensive experience working in the San Diego region and on City managed lands has given us a solid understanding of the variety of habitat types that occur on Department lands, including habitats that are critical for sensitive plants and wildlife. For each project, BSE considers the target species biology, environmental setting, and potential impacts to sensitive species or habitats when determining appropriate strategies of conducting weed control. Our site-specific weed management strategies are implemented using manual, mechanical and chemical methods based on the principles of adaptive management and integrated weed management, as well as from practical knowledge acquired over years of hands-on experience.

We understand that invasives management is an iterative process that may involve multiple techniques and strategies to prevent and/or mitigate potential unintended consequences, including secondary invasions. We utilize routine monitoring as central component to site-specific adaptive management, as it allows us to gauge the effectiveness of our management actions and promptly change strategies and/or respond to new threats as needed. BSE uses both qualitative and quantitative approaches to monitoring depending on the scope of the project. Qualitative monitoring techniques may include visual assessments of site conditions and maintenance needs, periodic photo point monitoring, aerial drone photography to show progress over time, and/or installation and maintenance remote cameras to capture wildlife use or time-lapse sequences of vegetation. Quantitative monitoring may include plant counts, mapping occurrence perimeters, Relevé cover estimates, line-intercept transects, point-intercept transects, and quadrat monitoring. BSE will work with Department staff to determine the most appropriate monitoring methods for the requested work.

*Manual and Physical Control or Biomass Reduction:* Our site-specific weed management



**Palm Removal and Hand Weeding**

strategies are implemented using manual, mechanical and chemical methods based on the principles of adaptive management and integrated weed management, with care to avoid erosion or damage to property including native habitats. BSE maintain a working supply of tools for manual or mechanical management (i.e. hand tools, chainsaws, weed whackers, augers, etc.). We can also rent, operate, and supply tractors, chippers and other equipment as needed. In addition, BSE Team is willing to, and has experience with, working alongside crews from Urban Corps of San Diego and California Conservation Corps to reduce costs or achieve higher efficiency on labor intensive projects such as removal of dense Eucalyptus stands.

**Chemical Control:** Herbicide application is often a critical component of IWM strategies, as it is frequently the most efficient and cost-effective way to control invasive weeds. We use industry proven chemical method techniques to perform weed control using herbicide application treatments such as foliar spray, basal bark spray, stem injection, cut stump treatments, pre-emergent applications, and other methods. BSE maintains a current California Department of Pesticide Regulation Pest Control Advisor License (PCA) 164412, Qualified Applicator License# 124662, and a Pest Control Business License# 39895. Our staff are trained to identify target weed species and sensitive native species and utilize techniques to prevent over spraying and accidental impacts in areas where weeds and sensitive species co-occur. BSE Team maintains a working supply of PPE, hand-held sprayers, backpack sprayers, an ATV sprayer, a 150-gallon Sprayer and a supply of pesticides, adjuvants, and dye. BSE will work with Department staff to ensure that any chemical control methods utilized will adhere to environmental permit requirements for specified project tasks.

**Organic Agriculture:** BSE have knowledge of appropriate weed management techniques on organic farms and adjacent to organic farms. We have experience implementing measures to assure no pesticide drift or movement to adjacent organic farmland. We have been contracted by the San Dieguito River Park, San Dieguito River Valley Conservancy, San Diego Zoo and PUD and have worked in the San Pasqual Valley and around the organic farms for many years. We are willing to work with local organic farmers in San Pasqual Valley to assure that their California Certified Organic Farmers certification is not interrupted.



**Cactus Wren Habitat Creation Project Adjacent to Agricultural Areas**

### Site Planning and Preparation

BSE is very knowledgeable about standard restoration site planning and preparation procedures, and will work closely with the Department to develop a site-specific strategic approach to implementation including:

#### *Review Design Documents:*

BSE has skills to accurately interpret and implement landscape and architectural blueprints and drawings and will review all documents to determine the implementation schedule and understand the opportunities and constraints of the project.

#### *Delineate Work Zones and Staging Areas:*

BSE is experienced with delineating work zones and staging areas where enhancement or restoration work will occur. We understand the need for work zones and staging areas that are easily accessible and avoid impacts to sensitive habitat, native trees, stream crossings and minimize bank disturbance. BSE will mark these areas with stakes or temporary fencing and install temporary stormwater BMPs as needed.

#### *Mobilize Equipment and Materials:*

Once work zones are identified, BSE is capable of quickly mobilizing equipment and materials to the pre-determined staging areas and providing industry standard BMPS for heavy equipment yards, including spill control and clean up, erosion and sediment control from yards and material storage containment.

#### *Clear the Site:*

BSE has extensive experience clearing sites of invasives species such as salt cedar, gum tree, and giant reed, including specialized skills and equipment required for removing mature eucalyptus trees in a safe and efficient manner. We are also experienced with hauling and disposing of green waste offsite and capable of removing large debris such as abandoned vehicles, derelict structures, trash and dumped materials, dysfunctional fencing, or other items.

### Habitat Enhancement and Restoration Implementation

BSE has substantial knowledge and experience of riparian and upland enhancement and restoration which may include earthmoving, BMP installation and maintenance, proper planting, stream bank stabilization, invasive management in restoration projects, temporary irrigation systems and mulching and broad compost application.

#### *Heavy Equipment:*

BSE understands that heavy equipment could be required for implementation of the requested habitat restoration and enhancement work including slope contouring, cut and fill, moving material, removing precarious large trees, and digging or boring. BSE has access to the necessary equipment and the ability to operate equipment in a knowledgeable, safe, and efficient manner. BSE includes staff and with extensive experience operating equipment such as excavators, loaders, skid-steer loaders, aerial lifts, chippers, and augers.



Using Heavy Equipment to Clear Site



***Stormwater Best Management Practices:***

During the restoration and enhancement activities, it may be necessary to install erosion control BMPs to protect water quality and habitat. BSE has substantial experience installing temporary and permanent BMPs including jute netting, straw wattles, silt fencing, building, and installing rock gabions, small retaining walls. We also have experience performing trail maintenance to prevent erosion and direct the water to the appropriate drainage areas. Typically, erosion or stormwater issues would be addressed in conjunction with restoration or revegetation projects, in these cases, the erosion control BMPs are deployed temporarily and removed after vegetation has become established.



**Cactus Nursery at San Pasqual Valley**

***Installation of Plant Material:***

BSE has the necessary skillset and experience to implement seed collection, seeding, and plant installation as designed in the restoration and enhancement or BMP design plans. Our team has substantial experience planting in riparian and upland restoration sites and has a fundamental understanding of appropriate temporal planting, slope planting, and proper spacing of plants based on species, habitat, and site-specific conditions. Our staff are trained to identify native and invasive plant species and inspect all plant materials prior to planting to ensure they are weed-free, healthy, and meet the specifications in the design plans.

***Seeding:*** BSE is experienced with both hand and mechanical broadcasting seeding techniques as well as drilling. The seeding technique utilized depends on the site conditions including topography and access constraints. BSE will work with the Department to determine the most effective and feasible strategy for seeding specific sites. BSE is also experienced with collecting seed for restoration purposes and can provide seed collection services as requested if adequate seed is not available for purchase.

***Potted Plants:*** BSE understands and uses proper plant installation techniques to promote establishment of healthy root systems and has implemented many successful restoration projects with container plantings. BSE is also experienced with providing mulching, temporary herbivore protection cages, and supplemental watering, where feasible, to promote container plant survival.



***Pole Cuttings:*** BSE has experience with proper pole cutting techniques required for harvesting cuttings of riparian tree species (i.e. willows, mule fat) and with planting the cuttings in enhancement or restoration sites.

***Invasives Management:***

BSE performs invasives management using chemical, manual, or mechanical methods based on the principles of adaptive management and integrated weed management in addition our own applied knowledge acquired over many years of hands-on experience. Our team has performed invasives management in a variety of habitat types in San Diego County including habitats containing sensitive species such as California gnatcatcher, Orcutt's brodiaea, Otay tarplant, sensitive, endangered and vernal pool species. For each project, BSE considers the target species biology, environmental setting, and potential impacts to sensitive species or habitats when determining appropriate strategies of conducting weed control.

***Irrigation:***

Supplemental irrigation is often essential to ensuring survival and establishment of installed plants and germination of seed mixes. BSE employs Irrigation Technicians that are skilled in installation and maintenance of a variety of standard irrigation systems and would ensure efficient and effective irrigation of restoration sites.

***Mulch and Compost Application:***

BSE has the resources to supply compost to build soil and aid in carbon sequestration. We are also experienced with utilizing weed-free mulch to reduce weed growth and erosion, increase water holding capacity and reduce irrigation needs.



**Cactus Nursery at Otay Lakes**

***Access Barriers:***

BSE is experienced with installing temporary barriers to deter unauthorized access into implementation sites using materials such as t-post with rope, silt fence or construction safety fence.

## Maintenance

BSE has staff and equipment to maintain the implementation sites and ensure restoration success. Our staff are trained to keep organized documentation of maintenance activities performed on-site with details such as irrigation timing/duration and system repair, weed control methods/chemicals/timing/species, plant mortality/location.

### *Scheduled Maintenance*

BSE has experience working on projects with requirements for routine scheduled maintenance activities such as pruning, weed or pest management, irrigation adjustments or repair, or debris and litter removal. We can also work with the Department to determine appropriate maintenance intervals based on project specific needs and monitoring reports.

### *Remedial Maintenance*

BSE is experienced in conducting site inspections and determining if and when remedial maintenance is needed. We will work with the Department to prioritize the remedial needs and schedule remedies as needed.

### *Emergency Maintenance*

BSE has the staff and resources to promptly mobilize and address emergency situations including safety issues, erosion mediation, irrigation repair, pest management, plant mortality, and BMP failure.

### *Erosion Control Maintenance and Stormwater Management*

BSE has the skills and resources to provide erosion control maintenance to provide stormwater management to protect water quality. BSE has addressed many stormwater management and erosion control issues by installing and maintaining various types of temporary and permanent BMPs as detailed below:

***Erosion and Sediment Control:*** BSE understands that this project may require the installation and maintenance of stormwater BMPS to reduce or end erosional conditions on a variety of sites, including agricultural and stream buffers. BSE has a working knowledge of erosion and sediment BMP installation as detailed below.

***Temporary Best Management Practices:*** BSE has experience utilizing temporary BMPS to limit stormwater runoff at staging areas or work zones, as well as corrective measures while permanent BMPs are installed or matured. BSE has addressed many erosion control issues through the application of temporary BMP's such as jute netting, straw wattles, silt fencing, filter fabrics, ground cover (i.e. mulch) and straw bale installation. Often, we address erosion control issues in conjunction with restoration or revegetation projects, in these cases, the erosion control BMPs are deployed temporarily and removed after vegetation has become established.

***Permanent Best Management Practices:*** BSE has experience installing and maintaining permanent BMPs to protect or enhance natural resource and agricultural operations. Permanent BMPs often consist of revegetation of buffer areas, recontouring and restoration of degraded sites, seeding, or construction and establishment of biofiltration swales. These permanent BMPs often take time to become established and thus require temporary BMPs to be maintained in the interim period.

### *Irrigation Maintenance*

Supplemental irrigation may be required through the first years of the project to promote continued growth of installed plants and seed mixes. Temporary irrigation systems would be regularly inspected and maintained by BSE's Irrigation Technician's to ensure efficient and effective irrigation of restoration sites.

### **Project Inspections, Monitoring, and Reporting**

BSE has worked on multiple grant funded projects for PUD, Sweetwater Authority and other clients, and we understand the need for detailed documentation of activities, site inspections and sensitive species monitoring. In our current projects with PUD, we work closely with PUD staff to inspect, monitor, and report on progress of the grant projects. Documentation for these projects has included sensitive species monitoring, habitat enhancement or restoration efficacy, stormwater management maintenance, mapping, and irrigation troubleshooting and repair.

### *Inspections*

BSE has extensive experience with performing site inspections, maintenance monitoring, and restoration performance monitoring. BSE staff perform regular site inspections and will work closely with the Department staff, granting agency staff, regulatory staff, and others to facilitate site inspections.

### *Sensitive Species Monitoring*

BSE has employs biologist staff with training and experience conducting sensitive species monitoring and bird nesting surveys prior to implementing weed control or restoration work. Additionally, all BSE staff are aware of the sensitivity of the habitats we are working in and are trained to be on the look-out for sensitive species while performing invasive weed management, habitat restoration or erosion control. Should we determine that our activities have the potential to adversely impact sensitive species or nesting birds, we will stop work immediately and work with the Department to determine an alternative course of action.

### *Reporting*

BSE has many years of experience producing professional level reports. BSE is currently working on multiple grant funded projects PUD and prepares quarterly reports to send to PUD staff that they can send to the granting agencies.

### **Cultural Resources**

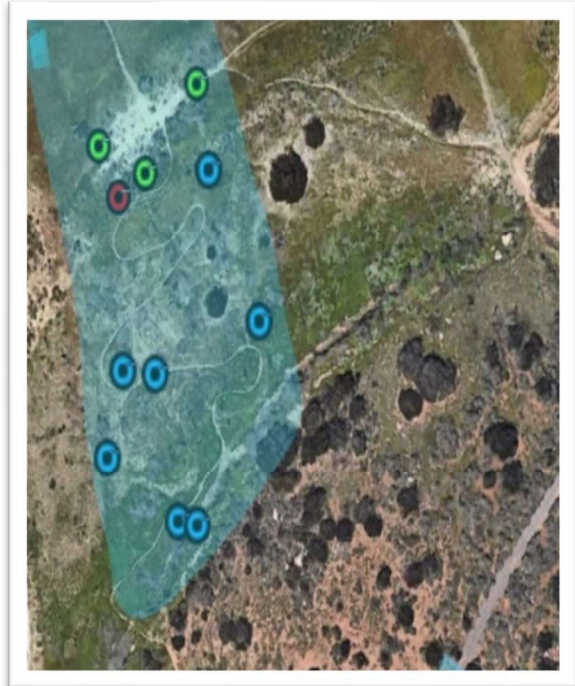
BSE staff are trained to have a rudimentary understanding of cultural resources and the importance of avoiding impacts to any suspected cultural resources. Our staff shall notify the Department of observations by providing photos, location, and site condition to Department staff immediately upon finding. Our staff understands that cultural resources must not be handled or removed from the site and their content and location must be kept confidential.

### **Mapping**

The owners of BSE have educational backgrounds and extensive experience in Geography and Geographic Information Systems (GIS) and the company has fully integrated mobile GIS and mapping technology into its toolbox. Our staff use ESRI ArcGIS Collector to collect point, line, and polygon data to map invasive weed occurrences and extents in the field. This data can be quickly shared with clients digitally via web maps in ArcGIS Online. In addition, BSE is equipped with ESRI ArcGIS Pro software and can readily prepare high quality maps with relevant data for visual display and reporting purposes.

We also own and operate a Drone with a smart controller and a high-resolution camera that can produce aerial imagery.

Each member of our team is trained to have an in-depth understanding of the maps and digital tools they are provided for fieldwork and know how to efficiently use them to navigate a work site. As such, they spend less time figuring out where things are and more time effectively working and completing assigned tasks.



**BSE Utilizes Drone Technology and ESRI Applications to Collect Data in the Field**



## 5.0 CAPACITY AND CAPABILITY

Invasive plants are increasingly becoming one of the greatest threats to native habitats, water quality, and the persistence of sensitive species on conserved lands. BSE recognizes the severity of this threat and has responded by making invasive weed management in the context of land management and habitat restoration a core service of our business. BSE has been successfully implementing invasive weed management and habitat restoration projects on public lands in San Diego County for decades. We have successfully completed projects in a variety of habitats including coastal bluff, coastal dune, riparian, lakes and reservoirs, coastal sage scrub, maritime succulent scrub, chaparral, vernal pools, foothills, mountain meadows, and conifer forests. Moreover, our staff has a thorough understanding of these unique habitats and the expertise needed to identify the native and invasive species that may occur at any work site. Our client base consists largely of public agencies and non-profit organizations including: the City of San Diego, City of Carlsbad, City of Oceanside, City of Chula Vista, County of San Diego, Sweetwater Authority, San Dieguito River Park, California Department of Parks and Recreation, Center for Natural Lands Management, Nature Collective and many more.

BSE understands the fiscal constraints of fluctuations in budgets and grant funded projects and is committed to working with the Department to find and implement the most cost-effective solutions. We have helped facilitate cost savings for various clients by coordinating with and working alongside volunteers, Cal Fire inmate crews, and nonprofit conservation crews (i.e. Urban Corps). We are happy to work with the Department to implement similar cost-saving coordinated efforts wherever feasible.

Over the past 14 years, BSE has been contracted by PUD for a variety of habitat restoration and weed management projects. Through this work, we have developed trusted working relationships with several of PUD staff as well as a comprehensive understanding of the lands managed by the PUD and its resource management goals. In May 2020 we were awarded the 5-year As Needed Invasive Weed Management contract (C1177) for PUD. And through this contract we have broadened our experience working on multiple large grant funded habitat restoration projects, weed abatement, wildfire safety and other as-needed projects for PUD citywide. As such, we have a fundamental understanding of the City's contract requirements, habitat maintenance and monitoring needs and geographic areas and are well positioned to promptly begin implementation of work through this As-Needed Habitat Maintenance and Monitoring Services contract for the Stormwater Department.

If awarded this contract, we will make the Department and work associated with this contract our highest priority and will ensure that we have the staff capacity and capability to meet the Departments needs at any time. The Department will have direct communication with the President, Vice President and Project Manager of BSE on a regular basis to plan and implement any requested services. We will coordinate with the Department representative to ensure that project budget, scope of work and timelines are fully understood before any work begins. BSE will ensure that all necessary resources are made available to complete work as specified and to the satisfaction of the Department.

### Project Team Roles and Responsibilities

**Jason W. Allen, M.S. Natural Resource Project Manager, President** – Mr. Allen is the President of BSE. His qualifications as a Natural Resource Project Manager, Environmental Biologist, Vernal Pool Biologist, Park Ranger and Wetland scientist, include more than 22 years of natural resource management experience. Nineteen of those years have occurred in San Diego County managing project teams consisting of Park Rangers, Pesticide Applicators, Habitat Restoration Technicians, for profit, non-profit and contracted inmate labor crews, interns and volunteers conducting invasive weed management, habitat restoration, erosion control and trail maintenance projects. Mr. Allen holds a Master of Science degree in Geography Watershed Science from San Diego State University and a Geographic Information Systems (GIS) Certificate from San Diego Mesa College. He maintains a Pest

Control Advisor License (PCA), Qualified Applicator License (QAL) and a C-27 Landscape, C-13 Fence and C-61/D49 Tree Service licenses. Mr. Allen has a passion for invasive weed management and habitat restoration projects and feels most at home in the field. He has created and presented trainings on invasive weed management, safe pesticide use and habitat restoration for public agency and BSE staff. His experience includes creation and implementation of invasive weed management plans and habitat restoration plans for many projects in diverse habitats throughout San Diego County. He uses ESRI ArcGIS Desktop and Online versions to create maps, web applications and surveys for ArcGIS Field Maps, Collector, Explorer and Survey123. He also has experience managing and monitoring MSCP rare, sensitive and endangered species and has conducted vegetation mapping and bird surveys. Mr. Allen has also conducted and supervised crews in vernal pool and rare species site maintenance, management and monitoring for the implementation of the Vernal Pool Habitat Conservation Plan (VPHCP). Mr. Allen supervises the Project Manager and Crew Supervisor, oversees budget control and provides consultation on all matters of invasive weed management and habitat restoration for BSE. Mr. Allen will be the Senior Contract Manager and Project Biologist for this contract and be the direct contact for all high-level contract management and Biology operations of the As-Needed Habitat Maintenance and Monitoring contract.

**Roberto Bejar, Environmental Protection Manager, Vice President** – Mr. Bejar is the Vice President of BSE. He has over 26 years of land management experience with emphasis on resource protection. Mr. Bejar is a San Diego native and grew up experiencing all San Diego has to offer including surfing, hiking and exploring nature and that lead to his appreciation for the natural environment. He possesses a Qualified Private Patrol Operator Manager License and a FAA 107 sUAS pilot license. Mr. Bejar graduated with a BA in Geography Methods of Geographic Analysis from SDSU. He oversees hiring, discipline and manages the environmental protection and fire prevention side of BSE. Mr. Bejar will be the backup contact if Mr. Allen is unavailable.

BSE President Jason Allen and Vice President Roberto Bejar have owned and managed BSE since its inception in May 2010. The business started as a two-person operation with Mr. Allen and Mr. Bejar performing all tasks of the business from working in the field operating chainsaws and spraying herbicides to hiring employees and managing the day-to-day operations of the business. The company has grown over the last 14 years to include a base of operations, multiple staff, equipment and vehicles to perform whatever biological technical services or environmental protection tasks our clients request of us.



**Roberto Bejar (Left) and Jason W. Allen (Right) on El Cajon Mountain.**

**Emmy Johnson, Project Manager.** Emmy started with BSE in early 2020 as a Habitat Restoration Technician and worked their way up to be a Crew Lead and currently is our Project Manager. They have a Qualified Applicator Certificate (QAC) and extensive experience in project management and identifying native and invasive plant species for Southern California habitat restoration projects, weed and pest management in riparian zones, irrigation operation and maintenance, erosion control best management practices, operating tools and machinery, safely applying herbicide and performing trail maintenance work. They studied Photography at San Francisco State University. They supervise the Crew Supervisors and Habitat Restoration Technician crews and coordinates with Mr. Allen and Mr. Bejar on the scheduling and project management. Emmy will be the Project Manager for this contract and be the direct contact for all project management, scheduling, estimates, invoicing and operations of the As-Needed Habitat Maintenance and Monitoring contract.

**Luis Salas, Crew Supervisor.** Mr. Salas started with BSE in 2022 as a Habitat Restoration Technician and worked his way up to be a Crew Lead, Assistant Crew Supervisor and currently is our Crew Supervisor. Mr. Salas is an experienced outdoorsman with extensive experience in project management and identifying native and invasive plant species for Southern California habitat restoration projects, weed and pest management in riparian zones, irrigation operation and maintenance, erosion control best management practices, operating tools and machinery, safely applying herbicide and performing trail maintenance work. Mr. Salas is in the process of obtaining his Qualified Applicator Certificate (QAC). Mr. Salas has obtained a BS degree in Environmental Science from The Evergreen State College in Washington. Mr. Salas supervises the Crew Leads and Habitat Restoration Technician crews and coordinates with Emmy on the scheduling and onsite project management. Luis will be the Onsite Supervisor for this contract and manage labor crews for the As-Needed Habitat Maintenance and Monitoring contract.

**Additional Project Managers or Crew Supervisors will be added as needed to accommodate the growing workload.**

## Resumes



### Jason W. Allen - President/Sr. Project Manager/Biologist

## Experience

### **President/Biologist, Black Sage Environmental, Inc., San Diego, CA – May 2010 to Present**

Conduct habitat restoration planning and sensitive species monitoring. Identify and monitor invasive and exotic pests. Report new infestations to state, county and local agencies and resource groups. Use Integrated Pest Management (IPM) principles to evaluate biological, cultural, mechanical and chemical control strategies to conduct pest management. Create and implement invasive pest management plans. Conduct pesticide application and safety training for staff. Use Pest Control Advisor (PCA) and Qualified Applicator License (QAL) to safely recommend the appropriate pesticides for projects. Create and implement invasive weed management plans and habitat restoration plans for many projects in diverse habitats throughout San Diego County. Perform project management, administration and implementation. Review and analysis of technical drawings, reports and specifications. Prepare cost estimates, budgets, make purchases and perform sales. Manage bank accounts, insurance and licenses to operate business. Attend site visits with clients and provide exceptional customer service. Hire and supervise employees. Coordinate with non-profits, private property owners, federal, state and local agency clients. Perform erosion control and trail maintenance. Use GIS/GPS for monitoring, data collection and map and web application creation.

### **Environmental Biologist II, City of San Diego, San Diego, CA – April 2018 to Present**

Implement the Vernal Pool Habitat Conservation Plan as the lead Vernal Pool Biologist. Conduct vernal pool monitoring, hands on maintenance and management of over 1000 vernal pools in the City of San Diego, Parks and Recreation Department. Perform MSCP rare species field monitoring, vegetation mapping and bird surveys. Conduct sensitive plant and animal surveys for use in Natural Resource Management Plans for Open Space areas. Perform environmental analysis. Analyze potential impacts to sensitive biological resources resulting from private development and public works projects. Review construction drawings, grading plans, project specifications and biological mitigation measures identified in environmental documents and approve project/permit conditions. Interpret regulations relating to biological resources, such as the Biology Review References, the MSCP and the Environmentally Sensitive Lands regulations of the City's agencies. Identify and monitor invasive and exotic pests. Report new infestations to state, county and local agencies and resource groups. Use Integrated Pest Management (IPM) principles to evaluate biological, cultural, mechanical and chemical control strategies to conduct pest management. Create and implement invasive pest management plans. Conduct pesticide application and safety training for the open space division pesticide applicators. Use Pest Control Advisor (PCA) to recommend appropriate pesticides for Parks and Recreation Department. Use Qualified Applicator License (QAL) to safely apply pesticides. Develop and conduct biological resource training sessions for staff. Prepare reports and correspondence. Hire and supervise Management Interns. Prepare cost estimates and budgets for maintenance activities. Use ESRI ArcGIS Desktop and Online version to create maps, web applications and surveys for ArcGIS Collector, Explorer and Survey123. Apply for and manage grants for invasive weed management and habitat restoration of vernal pool, riparian and upland habitats.



### **Senior Park Ranger, City of San Diego, San Diego, CA – March 2014 to April 2018**

Supervised and performed natural resource management of 3,500 acres of open space. Identified and monitored invasive and exotic pests. Reported new infestations to state, county and local agencies and resource groups. Used Integrated Pest Management (IPM) principles to evaluate biological, cultural, mechanical and chemical control strategies to conduct pest management. Created and implemented invasive pest management plans. Was the Pesticide Coordinator for the division and conducted pesticide application and safety training for the pesticide applicators. Used Qualified Applicator License (QAL) to safely apply pesticides. Performed project planning, management, administration and implementation for maintenance activities, habitat restoration and erosion control projects. Reviewed and analyzed technical drawings, reports and specifications of construction and revegetation plans from City Departments and non-profit agencies. Hired and supervised three Park Rangers, three Pesticide Applicators, GIS volunteers and Mentees. Coordinated with federal, state and local agencies. Used ESRI ArcGIS to create maps, web applications and surveys for ArcGIS Collector, Explorer and Survey123. Served as chair of Park Ranger Natural Resource Management training committee and prepared and presented trainings. Served as multi-Department and agency Open Space Canyons Advisory Committee (OSCAC) Liaison. Managed and successfully completed a SANDAG awarded Transnet grant for vernal pool and coastal sage habitat protection.

### **Park Ranger, City of San Diego, San Diego, CA – March 2005 to March 2014**

Performed natural resource management of 3,500 acres of open space land in the City of San Diego. Identified, monitored and reported invasive and exotic pests. Used Integrated Pest Management (IPM) principles to evaluate biological, cultural, mechanical and chemical control strategies to conduct pest management. Created and implement invasive pest management plans. Used Qualified Applicator License (QAL) to safely apply pesticides.

## **Education**

### **San Diego State University, San Diego, CA**

Geography Watershed Science – Master of Science Degree - Completed 5/2017

### **Mesa College, San Diego, CA**

Geographic Information Systems – Certificate of Completion - Completed 6/2007

### **University of California, Riverside, CA**

Computer Art and Design – Environmental Design – Bachelor of Arts Degree - Completed 6/2001

## **Licenses and Trainings**

CA Department of Pesticide Regulations – Pest Control Advisor (PCA)

CA Department of Pesticide Regulations – Qualified Applicator License (QAL) - Categories BCEF

CA Contracting State Licensing Board – C-27 Landscape, C-13 Fence and C-61/D49 Tree Service licenses 992854

U.S. Fish and Wildlife Service Section 10A Recovery Permit Vernal Pool Fairy Shrimp

California Rapid Assessment Method (CRAM) Vernal Pools

City of San Diego, Habitat Restoration & Invasive Weed Management, ArcGIS Online - Instructor

CNPS Wetland Riparian Plant Identification

Wetland Training Institute Riparian Habitat Restoration

Ecological Restoration, Design and Planning Workshop

San Diego Management and Monitoring Program Rare Plant IMG Monitoring Training



**Roberto L. Bejar - VP/Project Manager II**

## **Experience**

### **Vice President, Black Sage Environmental, Inc., San Diego, CA – May 2010 to Present**

Identify and monitor invasive and exotic pests. Report new infestations to state, county and local agencies and resource groups. Use Integrated Pest Management (IPM) principles to evaluate biological, cultural, mechanical and chemical control strategies to conduct pest management. Create and implement invasive pest management plans. Conduct pesticide application and safety training for staff. Create and implement invasive weed management plans and habitat restoration plans for many projects in diverse habitats throughout San Diego County. Perform project management, administration and implementation. Review and analysis of technical drawings, reports and specifications. Prepare cost estimates, budgets, made purchases and perform sales. Manage bank accounts, insurance and licenses to operate business. Attend site visits with clients and provide exceptional customer service. Hire and supervise employees. Coordinate with non-profits, private property owners, federal, state and local agency clients. Perform erosion control and trail maintenance. Use ESRI ArcGIS programs for monitoring, data collection and map creation.

### **Supervising Park Ranger, City of San Diego, San Diego, CA – May 2024 to Present**

Supervise Senior Park Rangers and operate as a Public Officer and First Responder for the Department. Use a high degree of natural resource management, land management and law enforcement training, fortitude and experience to protect the park's historic and natural resources. Perform project planning, management, administration and implementation for maintenance activities, habitat restoration, trail maintenance and erosion control projects.

### **Senior Park Ranger, City of San Diego, San Diego, CA – January 2022 to May 2024**

Supervise Park Rangers and operate as a Public Officer and First Responder for the Department. Use a high degree of natural resource management, land management and law enforcement training, fortitude and experience to protect the park's historic and natural resources. Perform project planning, management, administration and implementation for maintenance activities, habitat restoration, trail maintenance and erosion control projects.

### **Park Ranger, City of San Diego, San Diego, CA – January 2008 to December 2021**

Provide the highest quality Ranger service to the City of San Diego at Mission Trails Regional Park and formally at the Balboa Park District that covers the largest and most heavily impacted metropolitan Parks in the County of San Diego. Operate as a Public Officer and First Responder for the Department. Use a high degree of natural resource management, land management and law enforcement training, fortitude and experience to protect the park's historic and natural resources. Adapt to the challenges of the position by innovating and using new and old techniques. Perform project planning, management, administration and implementation for maintenance activities, habitat restoration, trail

maintenance and erosion control projects. Use ESRI ArcGIS programs for monitoring, data collection and map creation.

**Park Ranger, County of San Diego, San Diego, CA – December 2001 to January 2008**

Performed natural resource and fire prevention techniques for over 13 MSCP Open Space Preserves over 20 thousand acers of Open Space. Provided long range patrols, search and rescue, fire protection, and core land management services. Experienced two of the most catastrophic fire seasons in San Diego's history. Learned decades of fire and recovery experience. Awarded one of the larger patrol areas in the county ranging from Lakeside to Southern Ramona.

**Ranger, Center for Natural Lands Management, San Diego, CA – March 2007 to May 2011**

Performed natural resource management as Ranger employed by CNLM. Provided protection and outreach to open space areas that had been newly acquired and required a transition period for managers to effectively establish themselves.

**Park Ranger/Supervisor, City of Chula Vista, Chula Vista, CA – April 1996 to November 2001**

Provided an entry level Ranger service in the second largest City in the County. Patrolled and managed developed park facilities. Comprised of a night patrol and security procedures that required a degree of respect for Parks at night.

## **Education**

**San Diego State University, San Diego, CA**

Geography – Methods of Geographic Analysis- Bachelor of Arts Degree - Completed 5/2001

## **Professional Organizations and Training Organizations**

San Diego Sheriff's Department / Search and Rescue 1997 to 2001

San Diego Mountain Rescue Team / Search and Rescue 2001 to 2008

Tennessee Department of Law Enforcement Training / Forensics Man Tracking 2011

Wilderness First Responder 1997 to Present

Emergency Medical Technician 2000 to Present

Instructor Wilderness Medical Associate 2014 to present



**Emmy Johnson – Project Manager**

## **Experience**

### **Project Manager, Black Sage Environmental, Inc., San Diego, CA - April 2022 - Present**

- Manage and coordinate numerous projects concurrently through scheduling, client communication, site visits, and project bid meetings
- Survey worksites for safety and wildfire hazards, sensitive plant species and wildlife, invasive plant species, and environmental impact concerns
- Create monthly invoices and project reports for clients
- Hire and train employees in accordance with OSHA and Department of Pesticide Regulation safety requirements

### **Crew Lead, Black Sage Environmental, Inc., San Diego, CA – January 2021 - March 2022**

- Lead crews in natural resource management and environmental protection projects
- Specialize in native habitat restoration in conservation areas
- Use GIS technologies to map invasive and native plant and animal species of concern
- Conduct invasive species removal and herbicide application
- Create and maintain trails throughout San Diego County

### **Habitat Restoration Technician, Black Sage Environmental, Inc., San Diego, CA – February 2020 - December 2020**

- Perform clearance of invasive plants, and planting of native plants
- Manual, mechanical, and herbicide application
- Maintain trails and use various techniques to prevent erosion on slopes
- Experience with chainsaw, pole saw, weed-whacker, mower, auger, herbicide spray backpack, Cobra Combi, extraction winch, wood chipper, and skid steer

## **Education**

### **San Francisco State University, San Francisco, CA**

Bachelor of Arts in Photography program

## **Skills**

- |                                       |                              |
|---------------------------------------|------------------------------|
| - Riparian/Upland Habitat Restoration | - Basic Applications of GIS  |
| - Herbicide Application               | - Integrated Pest Management |
| - Natural Resource Management         | - Field Data Collection      |
| - SoCal Non-Native/Native Plant ID    | - First Aid/CPR              |



# **BLACK SAGE ENVIRONMENTAL**

**Natural Resource Management & Protection**

**Luis Salas – Crew Supervisor**

## **Experience**

**Crew Supervisor, Black Sage Environmental, Inc., San Diego, CA - June 2023 - Present**

- Manage and coordinate numerous labor crews and habitat restoration projects concurrently
- Survey worksites for safety and wildfire hazards, sensitive plant species and wildlife, invasive plant species, and environmental impact concerns
- Create daily and monthly project reports for supervisors
- Hire and train employees in accordance with OSHA and Department of Pesticide Regulation safety requirements

**Crew Lead, Black Sage Environmental, Inc., San Diego, CA – January 2021 - June 2023**

- Lead crews in natural resource management and environmental protection projects
- Specialize in native habitat restoration in conservation areas
- Use GIS technologies to map invasive and native plant and animal species of concern
- Conduct invasive species removal and herbicide application
- Create and maintain trails throughout San Diego County

**Habitat Restoration Technician, Black Sage Environmental, Inc., San Diego, CA – August 2020 - January 2021**

- Perform clearance of invasive plants, and planting of native plants
- Manual, mechanical, and herbicide application
- Maintain trails and use various techniques to prevent erosion on slopes
- Experience with chainsaw, pole saw, weed-whacker, mower, auger, herbicide spray backpack, Cobra Combi, extraction winch, wood chipper, and skid steer

## **Education**

**The Evergreen State College, Olympia WA**

Bachelor of Science in Environmental Science

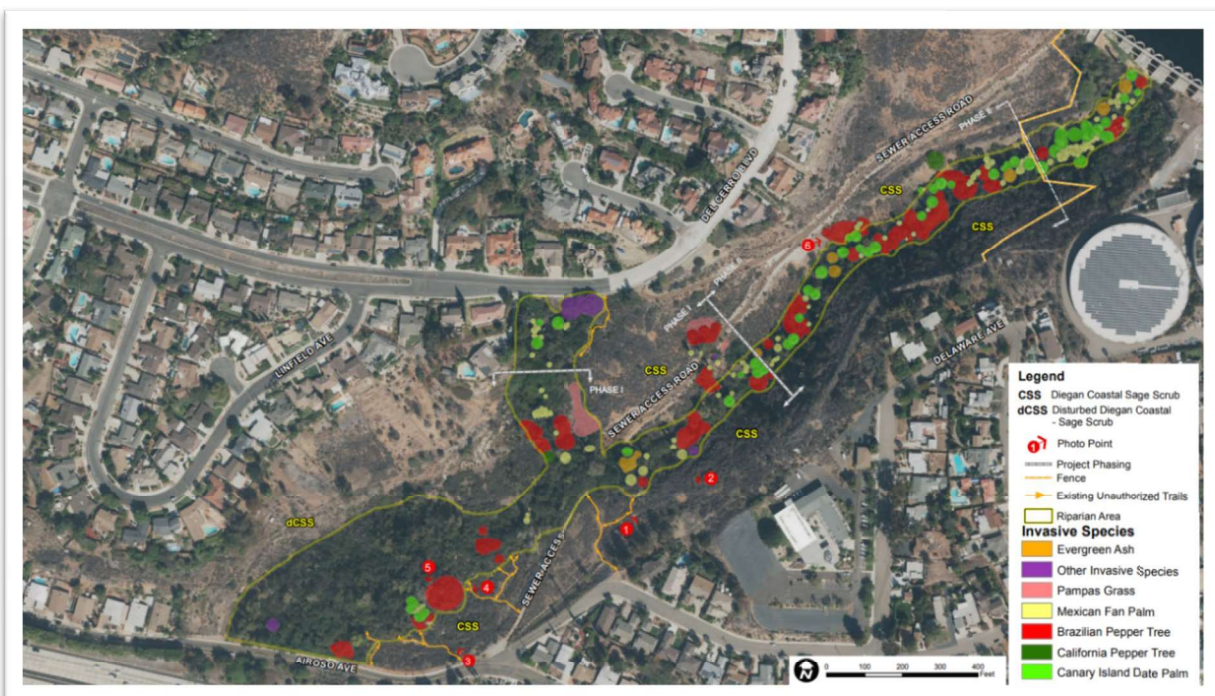
## **Skills**

- Riparian/Upland Habitat Restoration
- Herbicide Application
- Natural Resource Management
- SoCal Non-Native/Native Plant ID
- Basic Applications of GIS
- Integrated Pest Management
- Field Data Collection
- First Aid/CPR

## 6.0 PROJECT HIGHLIGHTS

### 6.1 Chaparral Canyon – City of San Diego, Public Utilities Department 9/2020 - Present

The City of San Diego, Public Utilities Department contracted BSE to implement the Prop 1 grant funded Chaparral Canyon Non-Native Plant Removal and Restoration project located in the San Diego River watershed that aims to improve water quality by removing areas of invasive plant species that provide shelter for transient camps. The project consists of management of vegetation within 10 acres including removal of invasive weed species from the creek channel in Chaparral Canyon and habitat restoration. Brazilian Pepper trees, Eucalyptus trees, Mexican Fan Palms and Canary Date Palms were the main focus of the project. Because of the steep canyon slopes we designed an innovative Skyline system that uses a winch and pulley system to remove the branches, palm fronds and tree rounds of the cut trees from the bottom of the canyon and transported to the top to be chipped or disposed of. Large areas of pampas grass biomass were also removed. Invasive weed management consists of herbicide application to the cut stumps, drill injection of the palms, foliar application of pampas grass and other annual weeds deep in the brush. Mobile GIS using ArcGIS Collector was used to track invasive weed species and record their treatment status after they had been treated and to map new invasive weed infestations that were discovered. Documented photo points are being used to track project success over the life of the project and detailed project reports are sent to City staff to be incorporated into quarterly progress reports for the granting agency. Project safety mitigation is one of the contributing factors for a successful project. As of 11/1/21, 158 Brazilian Pepper, 2 Eucalyptus, 5 Fig, 4 Tamarisk, 15 Mexican Fan Palms, and 18 Canary Island Date Palm trees were removed and hundreds of palms were treated. Hundreds of native plants were installed and native seed broadcast in areas where the invasive trees were removed. See pictures below.



Chaparral Canyon Map





**Winch Skyline**

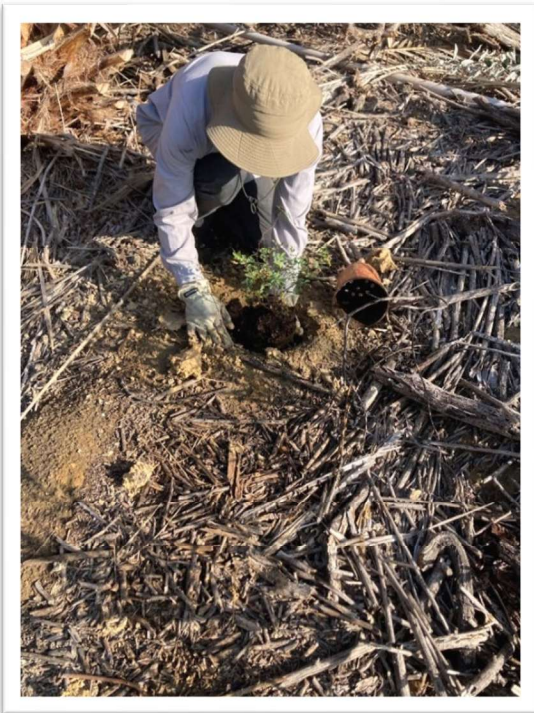
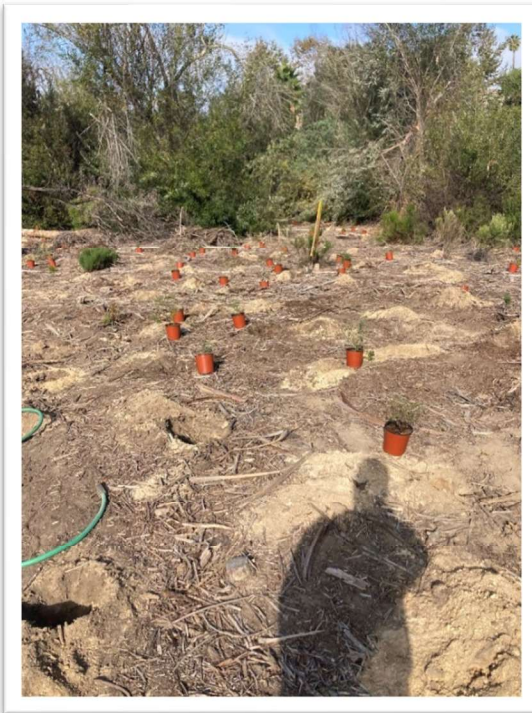


**Trees Removed and Chipped**





**Heavy Equipment Used**



**Native Plants Installed**



## 6.2 San Pasqual Valley Coastal Cactus Wren Restoration – City of San Diego, Public Utilities Department 10/2019 – 5/2024

The City of San Diego, Public Utilities Department contracted BSE to implement the San Pasqual Valley Coastal Cactus Wren Restoration Sandag EMP grant funded project. The goal of this project is to continue to build on previous EMP Land Management grant projects to enhance and restore an additional 100 acres of habitat for the endangered Coastal cactus wren (CCW). This project will provide connectivity via stepping-stones along the north side of the San Pasqual Valley (SPV) near existing CCW populations which the City and SDMMMP consider to be of highest priority for near term enhancement and restoration. The primary objective is to plant 5,000 cacti within the designated clusters to increase the likelihood that the CCW will migrate west along these clusters and establish additional populations to the west. The second objective is to control invasive weeds within the proposed project area including Stinknet (*Oncosiphon piluliferum*). See pictures below.



Thousands of Cacti Planted



More Cacti Planted

### **6.3 Chocolate Creek - City of San Diego, Public Utilities Department 12/2018 – Present**

The City of San Diego, Public Utilities Department contracted BSE to implement the Prop 84 grant funded San Diego River Healthy Headwaters Restoration project located in the San Diego River watershed that aims to improve habitat and water quality and quantity by removing areas of *Arundo donax* in the bottom of Chocolate Creek, a side drainage of El Capitan Reservoir. The project consists of management of vegetation within 35 acres. To access the Arundo at the floor of the canyon with steep inclines, up to 300 feet deep, staff used ropes and pulleys to reach the canyon floor to cut and remove the Arundo. Our professional experience allowed us to navigate the steep slope with large hand-held power tools and create a complex skyline winch and pulley system to raise the biomass in bundles out of the canyon. Site safety was a major concern as there was the potential of having a crew member fall down the incline with their equipment. This skyline system was then used to hoist out the Arundo from the canyon floor up to a vehicle and then to a dumpster nearby. Over the life of the project we have perfected an efficient way to cut, haul and remove thousands of Arundo canes out of the canyon. See pictures below.



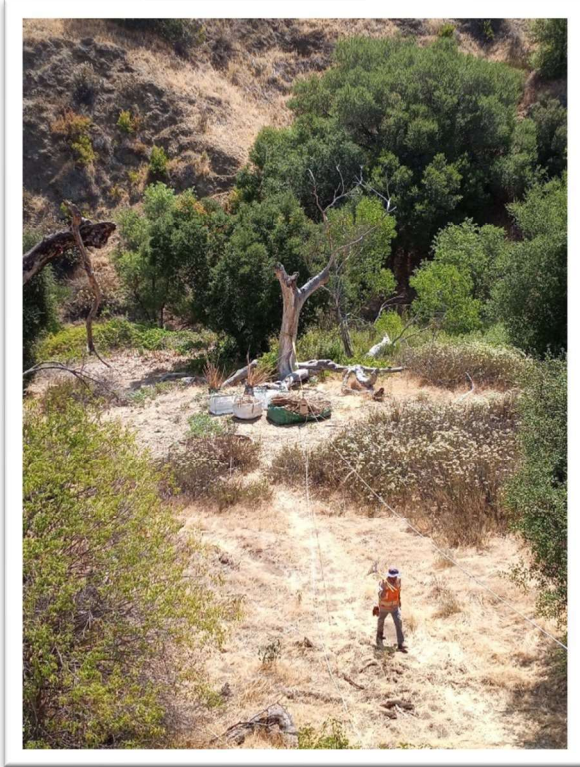


**Wall of Arundo**



**Rope Pulley System**





**Arundo Removal**



**Winch Skyline**

## 7.0 REFERENCES

**1. City of San Diego, Public Utilities Department (PUD) - Kim Wehinger, (760) 525-2643, [kwehinger@sandiego.gov](mailto:kwehinger@sandiego.gov)**

BSE has been contracted by the City of San Diego, PUD since 2015 through annual as needed purchase orders to perform invasive weed management, habitat restoration, site cleanup and biomass removal. Some recent projects have included grant funded *Arundo donax* removal at Chocolate Creek and grant funded cactus wren habitat restoration at San Pasqual Valley as noted in our project highlights section 5.0. Other projects have included fire abatement and brush management in Del Dios, Lake Hodges and grant funded cactus wren habitat restoration at Otay Lakes as well as many other projects on PUD lands.

**2. City of San Diego, PUD – Kelsey Hall, (858) 292-6387, [khall@sandiego.gov](mailto:khall@sandiego.gov); Tiffany Smith, (858) 614-5714, [smithtj@sandiego.gov](mailto:smithtj@sandiego.gov)**

BSE has been contracted by City of San Diego, Department to implement the Stadium Mitigation site maintenance and Prop 1 grant funded Chaparral Canyon Non-Native Plant Removal and Restoration project located in the San Diego River watershed that aims to improve water quality by removing areas of invasive plant species that provide shelter for transient camps. The project consists of habitat restoration and management of vegetation including control and removal of invasive weed species from the San Diego River Stadium mitigation site and creek channel in Chaparral Canyon. Control of annual weed species and removal of dense stands of Brazilian Pepper trees, Eucalyptus trees, Mexican Fan Palms and Canary Date Palms were the focus of the projects.

**3. San Dieguito River Park – Jason Lopez, (858) 674-2275-16, [jason@sdrp.org](mailto:jason@sdrp.org); Felipe Franco, (858) 674-2270 x23, [felipe@sdrp.org](mailto:felipe@sdrp.org)**

BSE has been contracted by San Dieguito River Park since 2010 through as needed contracts to perform invasive weed management, habitat restoration, biomass removal, trail maintenance and erosion control. Some recent projects have included invasive weed management, habitat restoration and trail maintenance in Pamo Valley and Bernardo Mountain. Other projects have included invasive weed management, brush management at East Gorge, Santa Maria Creek, Horse Park, San Dieguito lagoon and other areas within the San Dieguito River Park watershed.

**4. Center for Natural Lands Management (CNLM) – Brooke Dekker, (760) 731-7790 x221, [bdekker@cnlm.org](mailto:bdekker@cnlm.org)**

BSE has been contracted by CNLM since 2010 through annual contracts to perform as needed invasive weed management, habitat restoration, biomass removal, trail maintenance, erosion control and environmental protection. Some recent projects have included invasive weed management and habitat restoration at Rattlesnake Mountain and Buena Vista Preserves and environmental protection at City of Carlsbad, Rancho del Oro, Buena Vista, University Commons, Calavera Hills and Rancho La Costa Preserves.

**5. San Diego Habitat Conservancy (SDHC) - Vince Rivas, (619) 905-1991, [VinceR@sdhabitat.org](mailto:VinceR@sdhabitat.org)**

BSE has been contracted by SDHC since 2015 through as needed contracts to perform invasive weed management, habitat restoration, biomass removal, trail maintenance, erosion control and environmental protection. Some recent projects have included invasive weed management at Bridges and Mission Vista High School Onsite Preserve controlling *Arundo donax* and other invasive weeds. Other tasks include performing invasive weed management, erosion control and environmental protection at Eureka Springs Preserve, Lowes, Mission Vista High School Offsite, Otay Crossings, Quarry Creek, Ramona Grasslands, Sage Creek, Sierra Ridge, Tule Wind Farm and Wanis Preserves.