

**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@saniego.gov](mailto:DWells@saniego.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 .  
*(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.)*

MJB

**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

Signature: Mike J Bilodeau

Email: mikeb@iosdv.com

**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

CITY OF SAN DIEGO  
A Municipal Corporation

IO Environmental and Infrastructure Inc

Contractor

2840 Adams Ave. Ste. 301

Street Address

San Diego

City

619-280-3278

Telephone No.

mikeb@iosdv.com

E-Mail

BY:

C Abarca

Print Name:

Claudia C. Abarca

Director, Purchasing & Contracting  
Department

October 14, 2024

Date Signed

BY:

Mike J Bilodeau

Signature of  
Contractor's  
Authorized  
Representative

Mike Bilodeau

Print Name

CEO

Title

12 July 2024

Date

Approved as to form this 15 day of

October

, 2024.  
MARA W. ELLIOTT, City Attorney

BY:

William Smith

Deputy City Attorney

William Smith

**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 (vehicles, shovels, backpack sprayers, herbicide, PPE, etc). Submit this Compensation Schedule as the Cost/Price Proposal in Tab C of the proposal. The manhour assumption is based on one year of maintenance of a typical site in Year 1 of the 5-year Maintenance & Monitoring phase.

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>UOM (manhours)</b>	<b>UNIT COST (hourly rate)</b>	<b>TOTAL</b>
1	Laborer	3,000	\$126.86	\$380,580
2	Pesticide Applicator	600	\$122.12	\$73,272
3	Pest Control Advisor	20	\$221.89	\$4,437.8
4	Onsite Supervisor	500	\$156.91	\$78,455
5	Project Manager	120	\$220.30	\$26,436
6	Project Biologist	144	\$221.89	\$31,952.16
<b>TOTAL Pricing for 1 Year of Maintenance at 1 Typical Site</b>				<b>\$595,132.96</b>

## **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)

hours per year of compensated leave. Part-time employees must accrue compensated leave at a rate proportional to full-time employees.

**3. Uncompensated Leave.** Bidder and its subcontractors must also permit workers to take a minimum of eighty (80) hours of uncompensated leave per year to be used for the illness of the worker or a member of his or her immediate family when the worker has exhausted all accrued compensated leave.

**4. Enforcement and Remedies.** City will take any one or more of the actions listed in San Diego Municipal Code section 22.4230 should Bidder or its subcontractors are found to be in violation of any of the provisions of the LWO.

**5. Payroll Records.** 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.

**5.1** For contracts subject to both living wage and prevailing wage requirements, only one submittal will be required. Submittals by a Bidder and all subcontractors must comply with both ordinance requirements.

**6. Certification of Compliance.** San Diego Municipal Code section 22.4225 requires each Bidder to fill out and file a living wage certification with the Living Wage Program Manager within thirty (30) days of Award of the Contract.

**7. Annual Compliance Report.** Bidder and its subcontractors must file an annual report documenting compliance with the LWO pursuant to San Diego Municipal Code section 22.4225(d). Records documenting compliance must be maintained for a minimum of three (3) years after the City's final payment on the service contract or agreement.

**8. Exemption from Living Wage Ordinance.** Pursuant to San Diego Municipal Code section 22.4215, this Contract may be exempt from the LWO. For a determination on this exemption, Bidder must complete the Living Wage Ordinance Application for Exemption.

**C. Highest Wage Rate Applies.** Bidder is required to pay the highest applicable wage rate where more than one wage rate applies.

**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:**

10090165-24-C As-Needed Habitat Maintenance and Monitoring Services  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**B. BIDDER/PROPOSER INFORMATION:**

IO Environmental and Infrastructure Inc		IO Environmental & Infrastructure Inc	
Legal Name		DBA	
2840 Adams Ave. Ste. 301	San Diego,	CA	92116
Street Address	City	State	Zip
Mike Bilodeau CEO	619-280-3278	619-677-5648	
Contact Person, Title	Phone	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.

Eric McAlinn	Proposal Manager
Name San Diego, CA	Title/Position
City and State of Residence Package and submit proposal	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Rosemary Landa	HR Administrator
Name San Diego, CA	Title/Position
City and State of Residence Certify Documents	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Karen Collins	Project Manager
Name San Diego, CA	Title/Position
City and State of Residence Technical Proposal and PM of Awarded Work	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: June 2006 State of incorporation: California

List corporation's current officers: President: Mike Bilodeau  
Vice Pres: \_\_\_\_\_  
Secretary: Mike Bilodeau  
Treasurer: \_\_\_\_\_

Type of corporation: C  Subchapter S

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

If **Yes**, after what date: June 2006

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:

**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: \_\_\_\_\_

Point of Contact: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

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.: B2006012023 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

Contact Name and Phone Number: Julio Garcia-Guzman (619) 654-4199

Contact Email: jgarciaguzma@sandiego.gov

Address: 9370 Chesapeake Drive, Suite 100 MS 1900 San Diego, CA 92123

Contract Date: February 22, 2014

Contract Amount: \$ 538,929.27

Requirements of Contract: Remove non-natives, replant native plants and seed in 29.96-acre Los Penasquitos Preserve

Company Name: City of Santee, CA

Contact Name and Phone Number: Steven Miller 619.258.4100 X-176

Contact Email: smiller@cityofsanteeca.gov

Address: City of Santee 10601 Magnolia Avenue Santee, CA 92071

Contract Date: April 1, 2014

Contract Amount: \$ 1,852,098.00

Requirements of Contract: Construct 1.3 miles of trail and wetland habitat along San Diego River on Walker Preserve

Company Name: Naval Facilities Engineering Systems Command Southwest

Contact Name and Phone Number: Lisa VanAmburg Natural Resource Specialist 619-705-5551

Contact Email: lisa.k.vanamburg.civ@us.navy.mil

Address: 750 Pacific Highway San Diego, CA 92132

Contract Date: September 13, 2019

Contract Amount: \$ 290,548.03

Requirements of Contract: Remove invasive riparian plants, construct catchment and plant native species for endangered fish habitat

#### 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 # 12IO0637

3. Are you certified as any of the following:

- a. Disabled Veteran Business Enterprise Certification # 53483
- 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: ECORP Consulting, Inc.

Address: 3838 Camino Del Rio North Suite 370 San Diego, CA 92108

Contact Name: Kevin Israel Phone: (858) 342-0403 Email: kisrael@ecorpconsulting.com

Contractor License No.: \_\_\_\_\_ DIR Registration No.: 1000012875

Sub-Contract Dollar Amount: \$ 25,200.00 (per year) \$ 126,000.00 (total contract term)

Scope of work subcontractor will perform: Biologist to provide as-needed monitoring and support

Identify whether company is a subcontractor or supplier: Subcontractor

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.**

Mike Bilodeau CEO



12 July 2024

Name and Title

Signature

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.

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.

\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



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: IO Environmental and Infrastructure Inc

ADA/DBA: IO Environmental & Infrastructure Inc

Address (Corporate Headquarters, where applicable): 2840 Adams Ave. Ste. 301

City: San Diego County: San Diego State: CA Zip: 92116

Telephone Number: (619) 280-3278 Fax Number: (619) 677-5648

Name of Company CEO: Mike Bilodeau

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: Construction Type of License: Class: A, C27, ASB, HAZ

The Company has appointed: Rosemary Landa

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: 2840 Adams Ave. Ste. 301 San Diego, CA 92116

Telephone Number: 619-280-3278 Fax Number: 619-677-5648 Email: hr@iosdv.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 IO Environmental and Infrastructure Inc

(Firm Name)

San Diego, California hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 10th day of July, 2024

(Authorized Signature)

Rosemary Landa

(Print Authorized Signature Name)

NAME OF FIRM: IO Environmental and Infrastructure Inc DATE: 07/10/2024

OFFICE(S) or BRANCH(ES): \_\_\_\_\_ 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												3	1		
Professional															
A&E, Science, Computer															
Technical															
Sales			1									1	2		
Administrative Support			2									1			
Services															
Crafts															
Operative Workers															
Transportation															
Laborers*			38									3			

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

Totals Each Column			38									8	3		
--------------------	--	--	----	--	--	--	--	--	--	--	--	---	---	--	--

Grand Total All Employees	49
---------------------------	----

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: IO Environmental and Infrastructure Inc DATE: 07/10/2024  
 OFFICE(S) or BRANCH(ES): \_\_\_\_\_ 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			35								3			
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators			2								1			
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														
Totals Each Column			38								3			
Grand Total All Employees			42											
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



**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: IO Environmental and Infrastructure, Inc.

Certified By Rosemary Landa Title Labor Compliance  
 Name  
 Signature Date 7/10/24

**USE ADDITIONAL FORMS AS NECESSARY**

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

**COMPANY INFORMATION**

Company Name: IO Environmental and Infrastructure Inc  
 Company Address: 2840 Adams Ave. Ste. 301 San Diego, CA 92116  
 Company Contact Name: Rosemary Landa Contact Phone: (619) 280-3278

**CONTRACT INFORMATION**

Contract Number (if no number, state location): 10090165-24-C Start Date: TBD  
 Contract Title (or description): As-Needed Habitat Maintenance and Monitoring Services End Date: TBD  
 Purpose/Service Provided: Construction/Consulting

**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.

Rosemary Landa  
 \_\_\_\_\_  
 Name of Signatory  
  
 \_\_\_\_\_  
 Signature

HR Administrator  
 \_\_\_\_\_  
 Title of Signatory  
 07/10/24  
 \_\_\_\_\_  
 Date

**FOR OFFICIAL CITY USE ONLY**

Date of Receipt: \_\_\_\_\_ LWO Analyst: \_\_\_\_\_ Contract Number: \_\_\_\_\_

**Proposal to the City of San Diego  
for  
As-Needed Habitat Maintenance and Monitoring Services**

**Part I Technical Information  
Request for Proposal 10090165-24-C  
July 12, 2024**



**Submitted by:**

**IO Environmental & Infrastructure, Inc.  
2840 Adams Avenue, Suite 301  
San Diego, CA 92116  
619 972-9968**



**Submitted to:**

**City of San Diego  
Purchasing & Contracting Department  
1200 Third Avenue, Suite 200  
San Diego, CA 92101**



July 12, 2024

City of San Diego  
Mr. Taylor Cox  
SR. Proc. Officer  
coxtj@sandiego.gov

Subject: IOEI response to Solicitation 10090165-24-C; As-Needed Habitat Maintenance and Monitoring Services for the City of San Diego

Dear Mr. Cox,

IO Environmental & Infrastructure, Inc. (IOEI) is pleased to submit the attached proposal in response to the City of San Diego's Request for Proposal (RFP) Solicitation 10090165-24-C; As-Needed Habitat Maintenance and Monitoring Services for the City of San Diego.

IOEI is a 50- person San Diego-based Service Disabled Veteran Owned Small Business (SDVOSB) and City of San Diego Small Local Business Enterprise (SLBE) specializing in habitat restoration, environmental remediation and heavy civil construction. IOEI was founded in 2006 with offices in San Diego, CA, Los Alamitos, CA, Redmond, WA, and Nicholasville, KY. Our habitat restoration teams have been performing precisely this type of work for federal and municipal clients since our inception.

IOEI is regarded as one of the country's premier self-performing SDVOSB companies and has successfully executed over \$200 million in federal environmental restoration work for the US Navy, US Army Corps of Engineers, and the National Forest Service. Additionally, IOEI has been proud to support the City of San Diego on three previous projects, including the Los Penasquitos Canyon Preserve Phase II Enhancement Project and the FY17 Maintenance for PUD Mitigation Sites Including Weed Removal, Herbicide Application, Plant Installation, Re-Seeding, and Other Maintenance.

IOEI is currently completing work on our \$40M habitat restoration and site maintenance contract with the U.S. Navy (Naval Facilities Engineering Systems Command Southwest), which has had a very similar scope of work to this solicitation. This provides a timely opportunity to reassign our experienced field and leadership staff from this federal contract to the City of San Diego in a seamless transition, should this project be awarded to IOEI.

IOEI was honored as the 2017 Veteran-Owned Small Business of the Year by the Small Business Association and was listed among the top 100 inner-city firms by Fortune Magazine in 2015. Our experience includes award-winning habitat restoration projects, including the Del Mar Fairgrounds Saltmarsh Restoration and the San Diego River Trail Walker Preserve, which was honored as the American Society of Civil Engineers Project of the Year. The IOEI team will bring this same level of award-winning performance to the execution of this project, should we be selected.



---

We look forward to working with you on this important contract. If you have any questions, please call me at (619) 280-3278.

Sincerely,

A handwritten signature in blue ink that reads "Mike Bilodeau".

Mike Bilodeau, CEO  
IO Environmental & Infrastructure  
2840 Adams Ave. Ste. 301  
San Diego, Ca 92116  
619.280.3278 (W)  
619.972.9968 (C)  
[www.iosdv.com](http://www.iosdv.com)

## Tab A – Submission of Information and Forms



*City of San Diego*



# Small Local Business Enterprise (SLBE) Program Certification

IO Environmental & Infrastructure, Inc.

Small Local Business Enterprise (SLBE)

**General Services**

(NAICS: 561730, 541620, 562910)

Certification Number: 12IO0637

**Effective: 1/9/2023 - 1/9/2025**

---

Christian Silva  
Program Manager  
Equal Opportunity Contracting



### Office of Small Business & DVBE Services

**Certification ID:** 53483

**Legal Business Name:**  
IO Environmental and Infrastructure Inc

**Doing Business As (DBA) Name 1:**  
IO Environmental & Infrastructure Inc

**Doing Business As (DBA) Name 2:**

**Address:**  
2840 ADAMS AVE  
STE 301  
SAN DIEGO  
CA 92116-1405

**Email Address:**  
[mikeb@iosdv.com](mailto:mikeb@iosdv.com)

**Business Web Page:**  
[www.iosdv.com](http://www.iosdv.com)

**Business Phone Number:**  
619.280.3278

**Business Fax Number:**  
619.677.5648

**Business Types:**  
Construction , Service

Certification Type	Status	From	To
DVBE	Approved	01/24/2024	03/31/2026
SB	Approved	01/24/2024	03/31/2026

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!  
-LOG IN at [CaleProcure.CA.GOV](https://www.caleprocure.ca.gov)

Questions?  
Email: [QSDSHELP@DGS.CA.GOV](mailto:QSDSHELP@DGS.CA.GOV)  
Call OSDS Main Number: 916-375-4940  
707 3rd Street, 1-400, West Sacramento, CA 95605





CONTRACTORS  
STATE LICENSE BOARD  
ACTIVE LICENSE



License Number **957419**

Entity **CORP**

Business Name **IO ENVIRONMENTAL AND  
INFRASTRUCTURE INCORPORATED**

Classification(s) **A HAZ ASB C27 C61/D34**

Expiration Date **02/28/2025**

[www.cslb.ca.gov](http://www.cslb.ca.gov)



Any change of business address/name must be reported to the Registrar within 90 days.

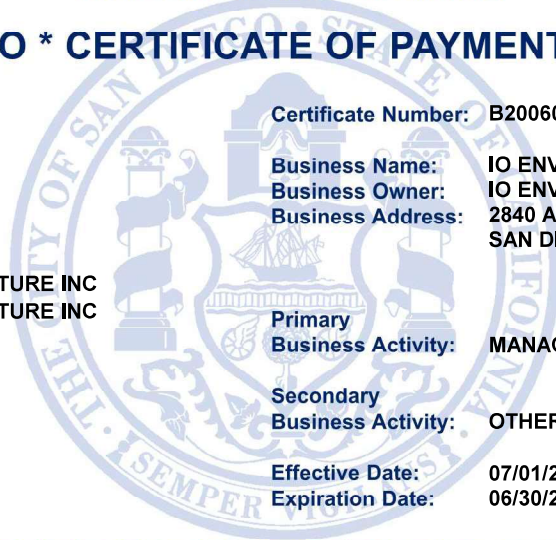
**This license is not transferrable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason.**  
This pocket card is valid through the expiration date only.

if found, drop in any mailbox.  
Postage guaranteed by:  
Contractors State License Board  
P.O. Box 26000, Sacramento CA 95826

Licensee Signature

POST IN CONSPICUOUS PLACE OR KEEP ON PERSON

# CITY OF SAN DIEGO \* CERTIFICATE OF PAYMENT OF BUSINESS TAX



IO ENVIRONMENTAL & INFRASTRUCTURE INC  
IO ENVIRONMENTAL & INFRASTRUCTURE INC  
2840 ADAMS AVE #301  
SAN DIEGO CA 92116-1405

Certificate Number: B2006012023  
Business Name: IO ENVIRONMENTAL & INFRASTRUCTURE INC  
Business Owner: IO ENVIRONMENTAL & INFRASTRUCTURE INC  
Business Address: 2840 ADAMS AVE #301  
SAN DIEGO CA 92116-1405  
Primary Business Activity: MANAGEMENT CONSULTING SERVICES  
Secondary Business Activity: OTHER SERVICES TO BUILDINGS & DWELLINGS  
Effective Date: 07/01/2024  
Expiration Date: 06/30/2025

PLEASE NOTIFY THE CITY TREASURER'S OFFICE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS – PLEASE SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

## BUSINESS FILE COPY

CITY OF SAN DIEGO  
CERTIFICATE OF PAYMENT OF BUSINESS TAX  
PO BOX 122289, SAN DIEGO, CA 92112-2289  
1200 3RD AVENUE, MS 51T, SAN DIEGO, CA 92101  
(619) 615-1500; FAX (619) 533-3272  
[www.sandiego.gov/treasurer](http://www.sandiego.gov/treasurer)

Certificate Number: B2006012023      PIN: 038H4  
Business Name: IO ENVIRONMENTAL & INFRASTRUCTURE INC  
Business Owner: IO ENVIRONMENTAL & INFRASTRUCTURE INC  
Business Address: 2840 ADAMS AVE #301  
SAN DIEGO CA 92116-1405  
Primary Business Activity: MANAGEMENT CONSULTING SERVICES  
Secondary Business Activity: OTHER SERVICES TO BUILDINGS & DWELLINGS  
Effective Date: 07/01/2024  
Expiration Date: 06/30/2025

IO ENVIRONMENTAL & INFRASTRUCTURE INC  
IO ENVIRONMENTAL & INFRASTRUCTURE INC  
2840 ADAMS AVE #301  
SAN DIEGO CA 92116-1405



Mailing Address: IO ENVIRONMENTAL & INFRASTRUCTURE INC  
IO ENVIRONMENTAL & INFRASTRUCTURE INC  
2840 ADAMS AVE #301  
SAN DIEGO CA 92116-1405

This certificate acknowledges payment of business taxes pursuant to the San Diego Municipal Code. This **is not** a License to do business within the City of San Diego in violation of any section of the Municipal Code or regulation adopted by the City Council including, but not limited to: Zoning restrictions; Land Use specifications as defined in Planned Districts, Redevelopment areas, Historical Districts, or Revitalization areas; Business Tax Regulations; Police Department Regulations; and Fire, Health or Sanitation Permits and Regulations.

This document is issued without verification that the payer is subject to or exempt from licensing by the State of California.

Payment of the required tax at the time or times due is for the term and purpose stated and is pursuant to City Ordinance. Please refer to delinquency information under "Notice".

**NOTICE:** It is the responsibility of the certificate holder to renew this certificate of payment of business tax within the proper time limits. Failure to do so, even if you have not received a renewal notice, will result in the assessment of a penalty. Please note your expiration date on this certificate above. The certificate holder is requested to notify the City Treasurer's Office upon sale or closure of the business, change of location, or change of business activity.

The tax or fees collected are **Not Refundable** unless collected as a direct result of an error by the City of San Diego.

**This certificate is NOT transferable for a change in business ownership.**

**See reverse side.**

### Business Addresses/Location

Per San Diego Municipal Code (SDMC) §31.0130, a Business Tax Certificate is required for each business location/address in the City of San Diego. Businesses will be required to self-certify that the business is allowed in the zone that applies to the property where the business activity will be conducted. Businesses may use the following on-line resource to perform self-certification:

Development Services Department's Zoning Webpage - <https://www.sandiego.gov/development-services/zoning>

### Account Updates:

It is the responsibility of the Certificate holder to notify the City Treasurer in writing of any changes to the business. You can update your account information via mail at City Treasurer, PO BOX 122289, San Diego CA 92112, in person at 1200 Third Avenue, Suite 100 in Downtown San Diego or online at <https://www.sandiego.gov/btaxapplication>.

### Renewal:

You can renew your certificate online using the Certificate Number and PIN located on the front side. Payments can be made at the following URL: <https://www.sandiego.gov/business taxpayment>.

### Late Fees:

Businesses that fail to pay the tax within 15 days from the due date will be assessed a late fee of \$25.00 or 10% of the amount owed, whichever is greater. Beginning one calendar month from the due date of the Business Tax, a penalty of 1% per month will be added to any past due business taxes and late fees.

**Business Improvement Districts (BID):** BID's are authorized by State Law which allows an assessment to be placed on businesses in addition to the Business Tax assessment. If you are located within a BID you will be assessed a separate late fee of twenty-five dollars (\$25.00) or 10% whichever is greater. In addition, one percent (1%) per month beginning one calendar month following the payment due date will be added to any past due taxes and penalties.

### Surcharges:

In addition to the penalties for delinquent payment, all businesses found to be operating without having a valid Business Tax Certificate will pay a surcharge of \$68.00 for businesses with 12 employees or fewer or \$250.00 for businesses with 13 employees or more. The City Treasurer bills retroactively for up to three (3) years with late fees applicable to each year (SDMC §31.0131).

**Balances** that remain unpaid will be referred to the City's Delinquent Accounts Program for collections. Unpaid balances are subject to a collection referral fee of 10% or \$25, whichever is greater, and interest. As required by law, you are hereby notified that a negative credit entry reflecting on your credit report may be submitted to a credit reporting agency if the amount is not paid by the due date.

### Number of Employees

SDMC §31.0301 defines an employee as anyone that works ten (10) hours per week. While business owners are not considered employees; paid officers of a corporation are considered employees. Per SDMC §31.0140, new businesses may estimate the number of persons that will be employed; this is subject to subsequent verification by the City. For existing businesses, the employee count can be computed by one of the following methods:

- The average number of persons employed over a twelve month period (SDMC §31.0301(a))
- The number of persons appearing on payroll immediately prior to the certificate expiration date (SDMC §31.0140(e))



# CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION

1001 I STREET  
SACRAMENTO, CALIFORNIA 95814

ISSUED: March 08, 2023  
EXPIRES: December 31, 2024

**Pest Control Business - Main  
LICENSE**

LICENSE NO. 40496

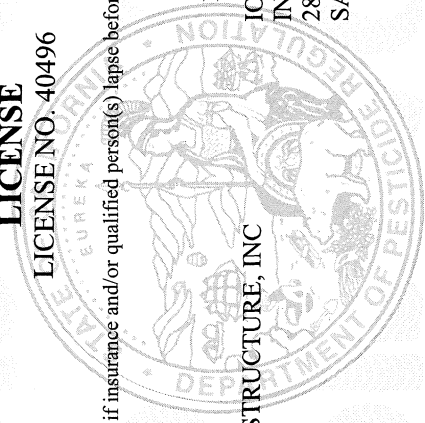
Invalid if insurance and/or qualified person(s) lapse before expiration date.

Mailing Address:

IO ENVIRONMENTAL & INFRASTRUCTURE, INC  
2840 ADAMS AVE #301  
SAN DIEGO, CA 92116

Business Location

IO ENVIRONMENTAL & INFRASTRUCTURE,  
INC  
2840 ADAMS AVE #301  
SAN DIEGO, CA 92116



POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW

THIS LICENSE IS NOT TRANSFERABLE -- ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE

1. Please make sure the information on your license is correct.
2. Notify us immediately of any changes to your business (e.g., name, address, insurance carrier or qualified person).
3. If you lose your license, then you may request a new one for a \$20 fee.
4. Please refer to the license number located in the middle of the page when contacting us.
5. For more information, please contact us at (916) 445-4038 or at <license@mail@cdpr.ca.gov>. Or you may write to



**Department of Pesticide Regulation**



DEPARTMENT OF PESTICIDE REGULATION  
LICENSING/CERTIFICATION PROGRAM



**QAL**

QUALIFIED APPLICATOR LICENSE

LICENSE #: 118735

EXPIRES: 12/31/2024

Categories: B

Issued: 1/1/2023

**VICTOR AGUIRRE**

5135 JONES AVE  
RIVERSIDE, CA 92505



This License must be shown to any representative of the Director or  
Commissioner upon request.

## Tab B – Executive Summary and Responses to Specifications



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## EXECUTIVE SUMMARY

IO Environmental & Infrastructure (IOEI), an SBA-certified Small Disadvantaged Veteran-owned Small Business and ECORP, Inc., a California Small Business-Public Works, have teamed to offer the City of San Diego the combined resources of our two organizations for the services scoped in this solicitation. Fundamental to our approach to perform the requirements of this solicitation, is the combined strength of this team. This team offers comprehensive capabilities in the contract requirements, directly relevant project experience, strong favorable project references, and an experienced San Diego-based team for responsive execution.

IOEI and ECORP have teamed on various southern California habitat restoration projects for the past 15 years and have cultivated a strong working partnership. These joint projects provide a successful organizational structure that will be used as a template for this As-Needed Habitat Maintenance and Monitoring Services contract to provide the City of San Diego with an in-place organization prepared to perform with no learning curve.

IOEI is a 50- person San Diego-based Small Local Business Enterprise (SLBE) specializing in habitat restoration, environmental remediation and heavy civil construction.

Founded in 2006 with offices in San Diego, CA, Los Alamitos, CA, Redmond, WA, and Nicholasville, KY, IOEI is regarded as one of the country's premier self-performing SDVOSB companies. IOEI has successfully executed over \$200 million in federal environmental restoration work for the US Navy, US Army Corps of Engineers, and the National Forest Service. IOEI has been proud to support the City of San Diego on three previous projects, including the Los Penasquitos Canyon Preserve Phase II Enhancement Project and the FY17 Maintenance for PUD Mitigation Sites Including Weed Removal, Herbicide Application, Plant Installation, Re-Seeding, and Other Maintenance.

IOEI was honored as the 2017 Veteran-Owned Small Business of the Year by the Small Business Association and was listed among the top 100 inner-city firms by Fortune Magazine in 2015. Our experience includes award-winning habitat restoration projects, including the Del Mar Fairgrounds Saltmarsh Restoration and the San Diego River Trail Walker Preserve, which was honored as the American Society of Civil Engineers Project of the Year. The IOEI team brings this same level of award-winning performance to the execution of each project we undertake.

ECORP Consulting, Inc. (ECORP) was established in 1987 as a full-service environmental consulting firm for clients across California and adjoining states. ECORP has an experienced multidisciplinary team of , terrestrial and aquatic biologists, wetland specialists, water resource analysts, CEQA and NEPA specialists, environmental permitting specialists, air quality and greenhouse gas analysts, noise analysts, archaeologists, cultural resource specialists, geographic information system (GIS) specialists, unmanned aerial systems (UAS) specialists, and other technical and support staff. ECORP has well-established working relationships with the resources agencies, including the U.S. Army Corps of Engineers (USACE), California Department of Fish and Wildlife (CDFW), Regional Water Quality Control Board (RWQCB), and the U.S. Fish and Wildlife Service (USFWS).

ECORP maintains five California offices: San Diego, Santa Ana, Redlands, Rocklin, and Chico. Additionally, ECORP has offices in Flagstaff, Arizona and in Santa Fe, New Mexico. ECORP has extensive experience performing biological and archaeological monitoring and surveys in sensitive areas with a variety of habitats and sensitive species including but not limited to the least Bell's vireo, coastal California gnatcatcher, light-footed Ridgeway's rail, southwestern willow flycatcher

IOEI and ECORP are currently supporting the City of San Diego on the Los Penasquitos Canyon Preserve Phase II Enhancement Project. This project involves restoration of riparian habitat; removal of invasive species and trash; planting container plants and whip cuttings and application of approved native seed mixes; compliance with a site-specific HMMP and environmental permits; biological, archaeological and Native American monitoring; preparation and implementation of a Water Pollution Control Plan; installation and maintenance of perimeter fencing and signage; installation and maintenance of a temporary irrigation system; and coordination with the City of San Diego and its project stakeholders. Our team will bring this same spirit of productive collaboration to this contract.

- ✓ **Highly Experienced Team:** Since 2017, IOEI has been providing habitat restoration and maintenance services to the U.S. Navy on a \$40M contract. Projects include wetland and riparian restoration and maintenance at sites throughout southern California. This work is in compliance with site-specific permits and in coordination with agencies. There will no learning curve with this team.
- ✓ **Established Local Team:** IOEI and ECORP's San Diego-based team shares a 15-year history of close partnership performing habitat restoration and maintenance projects throughout Southern California, earning consistently favorable performance reviews from our clients.
- ✓ **Project Resources:** With over 190 environmental staff, this team can support the multiple, concurrent project sites in this RFP.

## SECTION A – RESPONSIVENESS TO RFP

As requested in section 3.6.D of the RFP, this section introduces the information requested by the City of San Diego, describes our team’s understanding of the project types, and identifies any exceptions requested by the IOEI team.

### A.1. Requested Information Included in This Proposal

IOEI has prepared this proposal in accordance with the requirements stated in the RFP and Addendum. The proposal structure is aligned with the evaluation factors presented in RFP Section 3.6.

### A.2. Our Team’s Understanding of the Project Types, Project Constraints, and Ability to Complete the Projects

IOEI and subcontractor ECORP offer a highly experienced team with deep experience in this scope of work. We hold the required licenses and have experienced, responsive and highly qualified key personnel prepared to implement the City’s projects in accordance with applicable permits and environmental documents. IOEI has the following California licenses:

- Engineering Contractor A with HAZ
- C-27 Landscaping
- Pest Control Business (Company)
- Qualified Applicator Licenses (Individuals)

**Understanding Project Types:** IOEI and ECORP understand the range of required tasks that will be performed under this contract, and we bring a depth of directly relevant experience to ensure the successful completion of each task. Required tasks are addressed below.

#### A.2.1 Annual Task List

Scope: Our team will submit an Annual Maintenance Task List for each site for City review and acceptance. The Task List will be developed in coordination with the Project Biologist and will factor in current site conditions and needs. The primary objective in developing the Annual Task List will be achievement of each site’s annual success criteria as established in the site-specific HMMP. A sample Annual Maintenance Task List is provided below:

**HABITAT MITIGATION MAINTENANCE PROGRAM SCHEDULE YEARS 0 THROUGH 5**

Work Tasks <sup>1</sup>	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Weed abatement <sup>2</sup>	X	X	X	X	X	X	X	X	X	X	X	X
Plant replacement <sup>3</sup>										X	X	X
Supplemental water <sup>4</sup>					X	X	X	X	X			
Erosion control	X	X	X	X	X	X	X	X	X	X	X	X
Resource protection <sup>3</sup>	X	X	X	X	X	X	X	X	X	X	X	X
Non-weed pest control	X	X	X	X	X	X	X	X	X	X	X	X
Site cleanup and maintenance	X	X	X	X	X	X	X	X	X	X	X	X

### **A.2.2 Maintenance During Bird Breeding Season**

An approved ECORP biologist will directly supervise any maintenance conducted during the bird nesting season, which occurs January 15 through September 15. The Project Biologist will ensure that all maintenance work adheres to restrictions cited in the site's HMMP and resource agency permits. ECORP's Project Biologist will direct IOEI's habitat maintenance crews on maintaining compliance with permits and applicable environmental regulations.

### **A.2.3 Protection of Native Vegetation and Wildlife in Place**

IOEI will protect all sensitive resources, including native vegetation, wildlife, and ponded or flowing water during field activities. Pruning or clearing will only be done if necessary and under the supervision of the Project Biologist. Dead biomass and plant litter will be left in place unless specified otherwise.

### **A.2.4 Shot Hole Borer Best Practices**

If the shot hole borer (ISHB) or other invasive pests are identified at project sites by the Project Biologist, IOEI's team will evaluate treatment options in consultation with the City and the Pest Control Advisor. We will recommend implementation of a Best Management Practices treatment to manage the infestation with the objective of preventing further spread of the pests.

### **A.2.5 Trash & Litter Management**

IOEI will remove trash and litter debris from the sites by hand during maintenance events and dispose of appropriately at an approved off-site facility at IOEI expense. Copies of all disposal tickets issued by the landfill or recycling centers will be submitted to the City's representative. IOEI will remove erosion control structures, such as silt fencing, sand bags, and straw wattles, if they become unnecessary, degraded, or as recommended by the Project Biologist. Any homeless encampments within or immediately around project sites will be reported to the City, and the City will provide guidance on how to proceed.

### **A.2.6 Materials**

IOEI will procure and deliver to the project sites any materials or supplies needed to adequately maintain the sites as outlined by the applicable Site Maintenance Plans. For reimbursable materials necessary to execute the Annual Maintenance Task List, IOEI will obtain written approval from the City prior to the purchase of materials and supplies for use at each Site and for each maintenance event. IOEI will submit receipts for reimbursable materials and supplies with the monthly report and invoice to the City with a 15 percent markup. Large invoices will be discussed in advance with the City and addressed further in the monthly report as appropriate.

### **A.2.7 Weed Control**

IOEI's habitat maintenance team will implement non-native plant control measures that will include hand removal and herbicide application. IOEI will coordinate with the Project Biologist to identify weeds targeted for removal. All herbicide treatments will be applied or supervised by a licensed pest control applicator and accompanied by a Pesticide Recommendation issued by a California licensed Pest Control Advisor. Both IOEI's Project Manager and Onsite Supervisor hold California Qualified Applicator Licenses.



IOEI will remove any non-native and diseased plants during maintenance for off-site disposal at an approved facility. The equipment

and supplies necessary for herbicide application are included in the labor rate for the Pesticide Applicator in Tab C of this proposal.

### **A.2.8 Fencing and Signage**

IOEI will maintain, replace, and repair project fencing and signage. If additional fencing and signage materials are required, IOEI will request approval from the City prior to purchase.



### **A.2.9 Irrigation**

IOEI will provide supplemental watering of container planting and seeded areas if deemed necessary by the Project Biologist. The volume, frequency and extent of irrigation will be determined by the Project Biologist.

In Sites that have previously installed high-line irrigation systems, IOEI will use, maintain, repair, replace and remove irrigation systems according to the direction of the Project Biologist. IOEI will hand-water at sites with no existing irrigation systems in place. IOEI will provide all equipment required to conduct required irrigation, and will repair irrigation systems on an as-needed basis to ensure proper system operation.

IOEI understands that the City will provide fire hydrant installed water meters for an irrigation water source. The City will be responsible for the cost of the meter installation, removal, and the associated monthly consumption fees.

### **A.2.10 Plant Replacement**

Plant replacement and supplemental seeding may be required to ensure that each site meets its annual success criteria. IOEI will follow each site's HMMP for plant replacement, and will conduct this work in consultation with the Project Biologist

### **A.2.11 Recontouring**

If recommended by the Project Biologist, IOEI will perform minor recontouring using hand tools to adjust the grade or surface hydrology. This work would be initiated only after receiving written approval from the City.

### **A.2.12 Estimating**

IOEI will prepare and submit a cost estimate for the completion of each site's Annual Maintenance Task List. IOEI understands that this cost estimate must be approved in writing in advance by the City before initiating work. The estimate will include the full scope of maintenance services anticipated as necessary to meet each site's annual success criteria. If there is a change in site conditions, IOEI and the Project Biologist will propose modifications to the Annual Maintenance Task List, and provide a revised cost estimate with time estimated for completion. Additional work will not be initiated until the revised cost estimate is accepted by the City in writing.

### **A.2.13 Project Constraints**

Implementation of the tasks described above may be constrained by factors such as community sensitivity to noise and traffic, weather and site conditions, fires and floods, homeless encampments, and others. IOEI has successfully addressed these constraints on previous projects. Our field teams will assess site conditions and promptly communicate with the City regarding any unforeseen constraints. IOEI's communications will include photographs and supporting information to effectively convey the

challenges faced. Our team will work in cooperation with the City to devise a plan of action to address the constraint(s) and maintain the project schedule.

#### **A.12.14 Ability to Complete Projects**

IOEI has a 16-year record of successful habitat restoration and maintenance project performance. Of note, in 2017 IOEI was awarded a \$40M habitat restoration contract by the U.S. Navy, and has been executing projects at military facilities throughout southern California. The scope of services on this contract closely parallels the scope involved in this City of San Diego As-Needed contract.

IOEI has completed each project awarded by resourcing each project with the proper staff, scheduling work to avoid nesting seasons when possible, engaging biological monitors as needed, cultivating high-trust relationships with involved resource agencies, and maintaining good communication with project clients and key stakeholder.

IOEI has never failed to complete a project or had a contract terminated for cause.

#### **A.3. Exceptions Requested by the Proposer**

IOEI requests no exceptions.



## SECTION B – TECHNICAL APPROACH

IOEI's San Diego-based team is prepared to maintain and manage the City of San Diego Stormwater Department's twelve compensatory wetland mitigation sites identified in the Scope of Work. Our team has extensive experience implementing precisely this scope of work for the U.S. Navy at over 50 restoration sites throughout southern California. We have a trained and experienced workforce in place and the necessary equipment and materials to safely and successfully implement this work.

### B.1 Delivering Projects in Scope of Services

Upon award, IOEI's Project Manager and our Project Biologist will request copies of HMMP for each site and will review the requirements of each site's Maintenance Plan. Success criteria for each site will be reviewed, as well as any additional site-specific agency permits and plans. In consultation with the City, IOEI will develop a master maintenance schedule for each site in scope. The master schedule will include a checklist detailing the Annual Maintenance Task List and task frequency for each site. IOEI understands that sites are in various phases of project lifecycle, and that all installation and 120-day Plant Establishment Periods have been completed under previous contracts.

### B.2 Preparation and Phasing

Prior to mobilization, IOEI's Project Manager will hold a Field Readiness Review with the Onsite Supervisor and the field team. The objectives of the readiness review are to ensure that the field team:

- Has reviewed and is familiar with the site-specific scope of work.
- Is prepared to safely execute the planned work.
- Equipment, materials, personnel, and subcontracts are scheduled and in place.
- Understand any applicable permit requirements and threatened and endangered species protections required.
- Understand and are prepared to implement any avoidance and mitigation measures.
- Personnel are properly trained and hold current applicable qualifications, such as Qualified Applicator License, United States Army Corps of Engineers (USACE) 40-Hour EM 385-1-1, USACE Contractor Quality Control, First Aid, cardiopulmonary resuscitation (CPR).

Our field crews will be briefed on the presence and location of existing native vegetation at each site, and will ensure that native vegetation is protected-in-place throughout the duration of work. IOEI understands that all vehicle travel and staging must remain on the authorized areas and pathways and no additional impacts to native habitat may occur while performing maintenance activities. The Project Biologist will provide Environmental Awareness training if needed, to ensure that the crews have the awareness needed to comply with permit and HMMP requirements.

### B.3 Quality Control

IOEI applies integrated quality control (QC) processes to maintain a consistently high quality of performance across all of our projects. We leverage our lessons learned database, risk management tools, and continuous improvement processes to enhance project performance and minimize risk to the City. Our QC Manager administers our QC Program using IOEI's Corporate QA/QC Plan, which provides guidance for performing, managing and controlling work at a corporate and project level. It includes submittal approvals, procurement, acceptance of materials/ equipment, daily operations, tests, required inspections, and recordkeeping.

**Project Quality Control:** IOEI's QC Manager will review project plans, conduct audits to verify compliance with requirements, and oversee quality implementation. Our field QC procedures incorporate

the U.S. Army Corps of Engineer's 3-phased process that address both on-site and off-site work. IOEI's Project Manager, QC Manager and Onsite Supervisor will work in concert to establish site-specific performance objectives and identify project-specific requirements for each site. Once established, the Project Manager will monitor task performance, collect performance measures, and when actual or potential substandard performance is noted, assist with the corrective action plan/implementation. The Onsite Supervisor will specifically be responsible for ensuring that work complies with contract requirements and preparing daily QC field reports documenting activities completed each day, personnel and equipment on-site, hours worked, and safety.

*IOEI has invested substantially in QC training of its workforce; five of the key personnel identified for this contract hold certification from the U.S. Army Corps of Engineers Quality Control Management for Contractors.*

**Team and Subcontractor QC Integration** – IOEI integrates subcontractors into our planning process and safety and quality programs, communicating with subcontractors to effectively manage submittals and performance. IOEI, as prime contractor, holds full responsibility for the performance of the entire team, including subcontractors, by retaining all contract management responsibilities. Our written, signed subcontractor agreements include contract flow-down clauses that define scopes of work, schedules, budgets, and required commitments. IOEI partners with subcontractors to foster ownership and accountability throughout our entire team. We meet with subcontractors and provide communication necessary to ensure compliance with all City and regulatory requirements. Field management is handled by the Onsite Supervisor, who provides direction, oversight, and feedback to subcontractors. These field management personnel work with IOEI's PM to proactively identify problems, issue corrective actions, stop work, or issue requests to correct deficient work.

**Data and Report Deliverables** – Project data (GIS, survey data, biomonitoring data, performance monitoring data) will be verified and validated for accuracy and completeness by IOEI's Project Manager or the Project Biologist prior to being submitted to the City and archived in the project file on Egnyte (IOEI's secure server). Prior to submittal, report deliverables will undergo technical editing by IOEI's Project Manager to ensure that deliverables conform to contract requirements for content, language is clear and concise, and text is free of spelling, grammar and formatting errors.

**Continuing Education and Safety Training** – IOEI and ECORP invest heavily in continuing education and training of our workforce. All IOEI field personnel have received 40-hour HAZWOPER training and maintain annual 8-hour refresher training currency, as well as First Aid/CPR training. In addition, our Health and Safety Officers hold USACE EM 385-1-1 40-hour Safety Certification and OSHA 30-hour Construction Safety Certification. Our Onsite Supervisors have specialized training, including trenching safety, underground utility avoidance, and competent person training. IOEI's Health and Safety Officers receive at least 24 hours per year of additional safety training on topics relevant to project needs. IOEI has over 10 staff that hold 30-hour USACE Quality Management for Contractors certification.

## **B.4 Cost Control**

IOEI applies a structured and standardized cost control approach that has been used to effectively manage more than 100 projects per year for our federal and municipal contracts. The foundation for our approach is a phased management process that effectively manages the project life cycle from proposal through closeout. project controls, risk management, and aggressive schedule management. Key elements of the process that ensure streamlined delivery and management efficiency at all phases of contract execution include:

- Government-compliant cost accounting system using Sage Accounting integrates with the cloud-based Sage 100 Contractor to provide real time visibility for control of cost, schedule, and performance.
- FAR-compliant procurement and property management using Sage 100 Contractor to manage and track subcontractor information, ensure FAR/DFAR compliance, and serve as subcontractor database.
- Integrated Master Schedule created using MS Project and Sage Scheduling System and inclusive of prime and subcontractor information

Our Project Manager will provide the leadership for scheduling and coordinating work activities, tracking project schedules and budgets. She will work closely with the City to manage project resources, budgets, and schedules, as well as spearhead problem resolution. IOEI's Project Manager has access to Sage, which provides real-time dashboard-like visibility of project costs, and is an effective tool for forecasting project cost trends. Monitoring Sage will provide early visibility of any cost concerns, which will be communicated with the City.





## SECTION C – FIRM’S CAPABILITY AND STAFFING

### C.1 Organization, Experience and Staffing to Support Scope of Services

IOEI will resource this important contract with an experienced team of habitat restoration professionals. Our team is presented in the organizational chart below; resumes for key personnel are also provided in this section.

Our team will be led by Karen Collins, serving as Project Manager. Karen brings over 35 years’ experience in habitat restoration and environmental construction and is based in IOEI’s San Diego headquarters office. She is a licensed Engineering Contractor and holds a Qualified Applicator License in California. She will ensure that this project is appropriately staffed and will track budget and schedule performance throughout project execution. She will also be responsible for monthly invoicing and reporting to the City. Ms. Collins has served as Project Manager on two previous City of San Diego projects: Chollas Landfill and Los Penasquitos Preserve Enhancement Phase II.

Kevin Israel of ECORP will serve as our Project Biologist. Kevin has over 12 years of experience managing managing aquatic, riparian, and upland habitat restoration planning, implementation, and monitoring. He will work closely with IOEI’s team, ensuring that field work is completed in accordance with site-specific HMMPs, permits, and protocols. Kevin is currently serving as Project Biologist on the City of San Diego’s Los Penasquitos Preserve Enhancement Phase II, and is working closely with IOEI’s team on that project.

Victor Aguirre will serve as IOEI’s Lead Onsite Supervisor. Victor is a skilled Supervisor with over 23 years of relevant environmental construction experience, including IOEI habitat restoration projects located in various sensitive Southern California habitats. He will review the master site maintenance schedule, and will lead IOEI’s team of habitat restoration laborers in implementing the work in consultation with the Project Biologist. He will order project equipment and material, and schedule resources to ensure the project remains on schedule.

Miguel Mendoza and Fernando Banuelos will serve as additional Onsite Supervisors, if site schedules overlap and multiple habitat restoration crews are working concurrently. Both Miguel and Fernando have over 10 years of habitat maintenance and restoration experience, and hold USACE Quality Control and Safety certifications.

These key project personnel will be supported by a project team including health and safety personnel, procurement and contract management, equipment operators, and laborers. In addition, IOEI maintains a local base of equipment and material suppliers for rapid access to heavy equipment, aggregate, concrete, fencing and BMP/SWPPP materials. With these combined resources, IOEI is well-positioned to successfully deliver this project on schedule and on budget.

### C.2 Team Roles and Responsibilities

**Authority and Responsibility:** As the prime for this contract, IOEI will manage the overall contract and have ultimate accountability and responsibility for the entire IOEI Team’s performance and client satisfaction. To maximize work control, IOEI will retain primary project management, health and safety, quality control, procurement, and cost control functions for the entire IOEI team. These functions will be consolidated in IOEI’s San Diego office.

Each team member (IOEI and ECORP) is responsible for providing professional development and safety training for their staff. Health and Safety Officers are provided at least 24 hours of safety training annually on topics such as First Aid/CPR, trenching safety, and relevant OSHA construction safety topics.

The Project Manager will have overall responsibility for project planning and execution. Upon award, the Project Manager will schedule a kickoff meeting with the City to discuss project requirements and develop a joint strategy for meeting these requirements. Using the project scope and additional information obtained during the kickoff meeting, the Project Manager will develop a plan and schedule to complete the project, which will involve the following steps:

- Identify tasks needed to complete the work.
- Identify resources needed to perform each task (i.e., PCA support, material, equipment, supplies).

**Exhibit C.1 Limits of Responsibility**

Team Member Roles	IOEI	ECORP
Provide Technical Expertise	X	X
Provide Geographic Coverage	X	X
Contract/Project Management	X	
Provide Biologists		X
Health and Safety Management	X	
Quality Control Management	X	
Procurement	X	
Cost Control	X	
Provide Noise Monitoring		X

- Establish a maintenance schedule for individual sites to achieve the overall project schedule. Identify dependency relationships between tasks and sequencing requirements.
- Identify actions needed to ensure that the City's performance expectations are met or exceeded.
- Establish project control mechanisms to monitor budget, schedule, and quality during implementation.

**Communication:** IOEI's Project Manager Karen Collins will be the City's primary point of contact for contract-related and technical communications. Contact information for IOEI's project team will be provided at the kickoff meeting.

Key personnel for this contract are based in IOEI's San Diego home office and maintain ongoing communication with one another; non-key personnel are largely based in Southern California and available on an as-needed basis. IOEI's Project Manager, Onsite Supervisor, and laborers hold a weekly operations meeting each Monday to discuss project schedules and project resourcing. This meeting provides an effective forum for project communication and planning.

**Selecting Personnel and Subcontractors:** Upon contract award, the Project Manager, Onsite Supervisor, and Project Biologist will meet to review the requirements of each site, including HMMP, permit requirements, regulatory requirements, and any other specific technical or logistical requirements. Project teams will be identified by the Project Manager and these resources will be assigned. Any projects requiring chemical weed treatment will be coordinated with IOEI's Exotic Pest Plant Abatement personnel. Biological monitoring will be coordinated with ECORP.

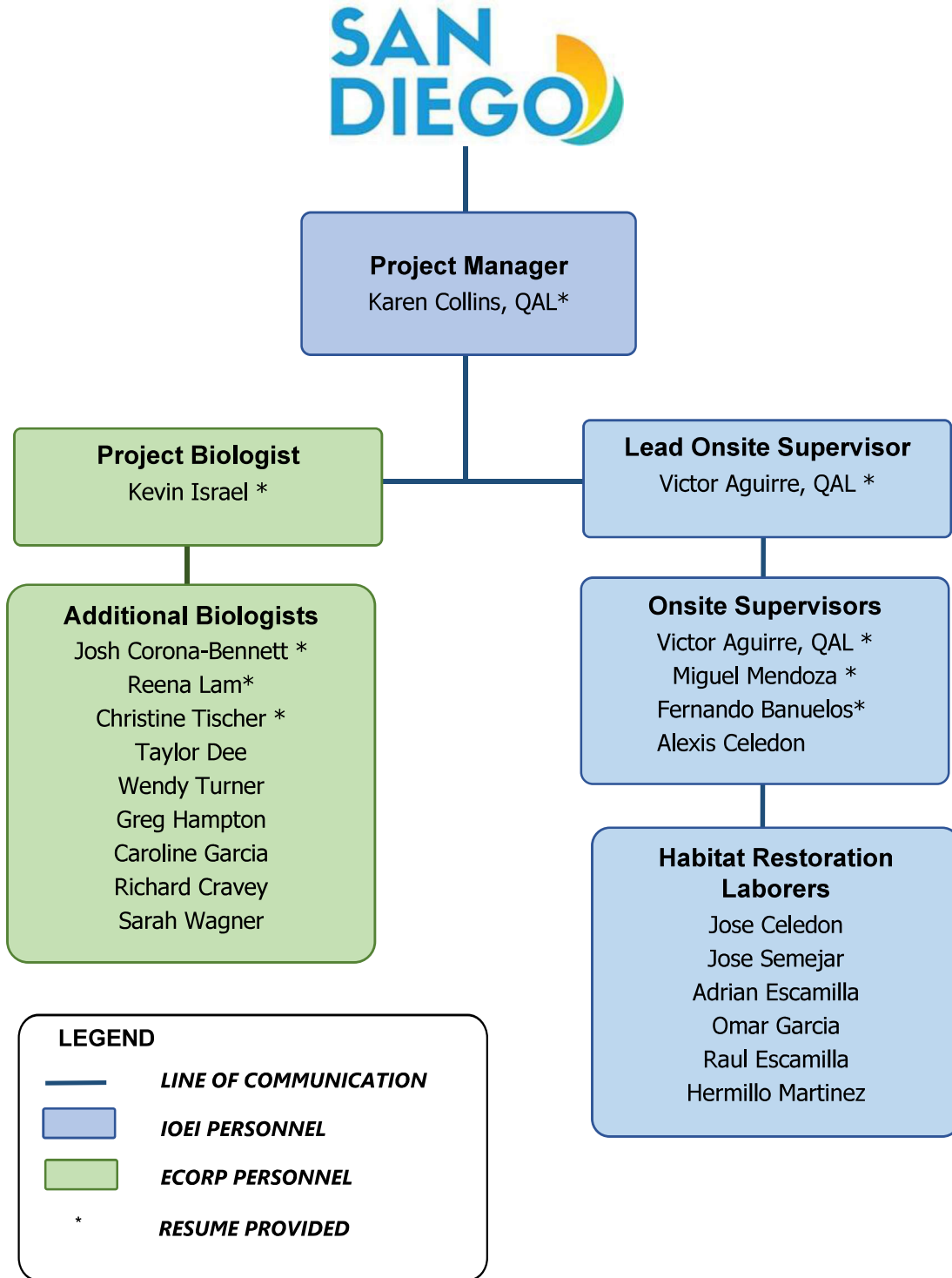
**Project Execution:** Upon City approval of pre-construction submittals and notice to proceed, IOEI will initiate procurement of materials, equipment, equipment needed, and mobilize to the jobsites. The team will coordinate with the City and project stakeholders on the location of a laydown yard for the temporary storage of equipment and materials, if needed. The Onsite Supervisors will direct site activities, and are responsible for following plans, enforcing safety and quality standards, and maintaining project budget and schedule requirements.

Project reporting will be done in accordance with contract specifications, and the Project Manager will maintain communication with the City during field operations by phone and email. Prior to demobilizing personnel and equipment, the Project Manager will arrange for an inspection of completed work. Any resulting punch list items will be promptly addressed. Project features will be surveyed for preparation of GIS figures, as required, in accordance with contract requirements.

### **C-3 Capacity and Capability to Meet City Contract Needs**

IOEI and ECORP have an experienced, in-place, San Diego-based team available to implement this work. Since 2017, IOEI has been providing habitat restoration and maintenance services to the U.S. Navy under a \$40M DOD contract that required over 20,000 job hours per year in support of over 50 project sites. That contract is ending this year, which provides ample excess capacity to meet the City's needs on this contract.

IOEI is prepared to commit our trained team to this contract and understands that the workload is anticipated to increase from 5 sites comprising 442 acres in Year 1 to 8 sites comprising 54 acres in Year 2, to potentially 12 sites comprising over 100 acres in Year 5. The scale of this City project will be easily resourced by IOEI's existing trained workforce.



**Exhibit C.1. Organizational Chart**

<b>PROJECT MANAGER</b>	
<b>Name</b>	
<b>Karen Collins</b>	
<b>Education</b>	
<ul style="list-style-type: none"> <li>▪ 1981, BA, Environmental Studies/Geography, California State University San Bernardino</li> <li>▪ 1988, MA, Geography/Conservation of Environmental Quality, San Diego State University</li> </ul>	
<b>Active Registrations</b>	
<ul style="list-style-type: none"> <li>▪ California Department of Pesticide Regulation Qualified Applicator License No. #166824</li> <li>▪ General Engineering Contractor A License, California State License Board, 2017</li> <li>▪ Leadership in Energy and Environmental Design Accredited Professional (LEED AP), 2009</li> </ul>	
<b>Additional Certifications and Training</b>	
<p><b>Certifications</b></p> <ul style="list-style-type: none"> <li>▪ USACE Construction Quality Management Certificate, June 2018</li> <li>▪ Arc View GIS Certificate, 2002</li> </ul> <p><b>Training</b></p> <ul style="list-style-type: none"> <li>▪ OSHA HAZWOPER 40-hour Training with Annual 8-Hour Refresher Training</li> <li>▪ OSHA 30-Hour Construction Safety</li> <li>▪ 8-Hour Supervisor Safety Training</li> <li>▪ PG&amp;E Nuclear Training (Humboldt Bay Power Plant D&amp;D, 2012)</li> <li>▪ Remediation Innovative Technology Seminar (RITS), 2012</li> <li>▪ Project Management Training (Bechtel/NAVFAC)</li> <li>▪ Estimating and Budgeting Training (Bechtel/NAVFAC)</li> <li>▪ Navy Remedial Project Manager Training, 2004</li> </ul> <p><b>Presentations and Publications</b></p> <ul style="list-style-type: none"> <li>▪ K. Collins. The Mediterranean Fruit Fly: A California Case Study. Presentation to Conference of West Coast Geographers, 1983.</li> <li>▪ B. Fredrich, K. Collins and T. Polanski. San Diego County Native Vegetation Survey. Paper prepared under contract to California Department of Fish and Game, 1985.</li> <li>▪ A. Saboya, K. Collins, T. Shields. Triad Case Study: Marine Corps Base Camp Pendleton. Federal Facilities Environmental Journal, 2005.</li> <li>▪ J. Leather and K. Collins. Triad Use at Naval Base San Diego Saves an Estimated Six Years and \$3 Million for Site Investigation; Technology News and Trends, January 2009.</li> </ul>	
<b>Required Qualifications per RFP</b>	<b>Support for Meeting and/or Exceeding Qualifications:</b>
<i>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.</i>	<ul style="list-style-type: none"> <li>• Bachelor’s degree in Environmental Studies/Geography and Masters’ degree in Geography/Conservation of Environmental Quality with emphasis in physical sciences, including California native plants, field mapping methods, botany, biology, biogeography, soil science, climatology, statistics, geomorphology, and ecology. Project experience identifying southern California native and invasive plants, weed and pest management, and planning and implementing best management practices for stormwater management and erosion control. Contracted by California Department of Fish and Game in 1985 to survey and map native vegetation in San Diego County. <b>Meets Requirement</b></li> </ul>
<i>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</i>	<ul style="list-style-type: none"> <li>• Over 30 years’ experience managing large environmental restoration and landscaping contracts involving multiple concurrent project sites throughout the United States. Restoration project locations include over 50 sites in California, as well as Florida, Texas, Rhode Island, Utah, and Arkansas. Wetland and riparian restoration experience includes relevant projects at Chollas Creek, Los Penasquitos Canyon, San Diego Bay, Warner Springs, Point Mugu, Lake Del Monte, Lake Norconian, Mare</li> </ul>

<p><i>understanding of current best practices in pest management and weed eradication per the California Invasive Plant Council (Cal-IPC).</i></p>	<p>Island, Camp Michael Monsoor, and Naval Air Weapons Station China Lake. Best management practices for stormwater management, pest management, and weed eradication were implemented on each project. - <b>Meets Requirement</b></p>
<p><i>Demonstrated experience in administration, invoicing, reporting, coordination and ensuring health and safety at projects comparable to the Sites.</i></p>	<ul style="list-style-type: none"> <li>Over 30 years' experience as a senior manager working on large-scale environmental and habitat restoration projects, including the past seven years serving as Project Manager managing large-scale habitat restoration and invasive species control projects on IOEI's \$40M NAVFAC SW Natural Resources Habitat Enhancement Contract. Responsibilities included contract administration, monthly invoicing, preparing technical, preparing and implanting project-specific health and safety plans, and tracking schedule and budget performance. - <b>Meets Requirement</b></li> </ul>
<p><i>Experience in projects that required coordination between crews, Project Biologist, and the client.</i></p>	<ul style="list-style-type: none"> <li>Over 30 years' experience managing environmental restoration projects that required coordination between field crews, Project Biologist(s), and client. Example projects include recent projects at Los Penasquitos Preserve riparian habitat, Marine Corps Base Camp Pendleton coastal wetland habitat, Naval Base Ventura County coastal wetland habitat, and National Training Center Fort Irwin desert habitat. - <b>Meets Requirement</b></li> </ul>
<p><b>Brief Summary of Experience</b></p>	
<p>Ms. Collins brings 39 years of professional experience; specializing in project management, technical document preparation, habitat restoration, environmental construction, and successful project delivery. For the last 30 years, Ms. Collins has been working in the government sector, serving municipal, DOD, DOI and DOE clients on a range of construction and environmental restoration projects. She is a licensed engineering contractor, USACE-certified Construction Quality Manager, a QAL licensed by California DPR, and a LEED Accredited Professional. Her expertise includes cost estimating, planning and implementation of construction and habitat restoration projects, supervision of multi-disciplined trade, biologists, and technical staff, and management of project budgets and schedules. Ms. Collins has served as IOEI's Project Manager on the \$40M Navy Natural Resources Habitat Enhancement contract, responsible for preparation of deliverables and submittals, subcontractor management, preparation of Work Plans, Health and Safety Plans, baseline and updated project schedules; maintaining communication with clients and project stakeholders; tracking project schedules and budgets, providing field oversight, ensuring delivery of consistently high quality service, and promoting a safety culture. Her habitat restoration projects have included restoration of Lake Del Monte upland and wetland habitat, removal and treatment of invasive species at Naval Base Ventura County, enhancement of riparian and upland habitat at Los Penasquitos Canyon, construction of erosion control features implementation of stormwater BMPs to safeguard riparian habitat at Camp Michael Monsoor in San Diego County, restoration of 3.7 acres of California coastal salt marsh habitat for the endangered Salt Marsh Harvest Mouse. Ms. Collins has successfully completed environmental restoration projects totaling over \$150M in contract value. Under her management, environmental construction and restoration teams have received 11 STAR safety awards for exemplary safety performance from the Navy on a range of projects in heavily trafficked operational areas.</p>	
<p><b>Qualifications and Experience Record:</b></p>	
<p><b>Los Penasquitos Canyon Preserve Phase II Enhancement Project, City of San Diego</b> <span style="float: right;"><b>1</b></span></p>	
<p><i>Start Date:</i> February 2024</p>	<p><i>Completion Date:</i> November 2024</p>
<p><i>Cost:</i> \$538,929.27</p>	
<p><b>Project Manager.</b> Responsible for treatment and removal of invasive species within a 29.26-acre primary enhancement area and a 0.5-acre buffer within the Los Penasquitos Canyon Preserve. The objective of this work was to allow native species to replace the non-native species through natural recruitment and planting native container plants and whip cuttings. In addition, IOEI applied native seed mixes as an adaptive management strategy. Over 40 non-native palm trees were cut and removed from the site. In addition to the removal of non-native plants, the IOEI also removed all trash and inorganic debris from the primary enhancement area, 20 ft weed-free buffer, and sewer easement. In compliance with the HMMP, the removal of trash and vegetation was conducted using all-electric vehicles, including an e-ATV and e-bicycles. IOEI performed maintenance and monitoring of the site after the initial restoration, including watering 200 plants, weed eradication, and ensuring success of plants during the 120 Calendar</p>	

<p>Day Plant Establishment Period (PEP). IOEI and ECORP prepared and provided pre-construction submittals including a Water Pollution Control Plan, construction schedule, schedule of values, letters of retention for biological, noise, archaeologist, and tribal monitors, monitoring staff resumes, description of herbicide(s), verification of archaeological records search, payment and performance bond, and certificate of insurance. ECORP biologists conducted baseline noise surveys and prepared GIS maps detailing non-native locations by species.</p>			
<p><b>Mohave Tui Chub Habitat Enhancement, Naval Weapons Station China Lake, CA</b> U.S. Navy Contract No. N62473-16-D-2414 TO N6247319F5238 <span style="float: right;">2</span></p>			
<p><i>Start Date:</i> 09/13/2019</p>	<p><i>Completion Date:</i> 12/31/2022</p>	<p><i>Cost:</i> \$ \$290,548</p>	
<p><b>Project Manager.</b> Responsible for supporting project team meetings and preparing minutes; preparing planning documents and reports; working closely with NAVFAC PM and Base POCs to plan and schedule construction work; scheduling and planning construction work in compliance with Biological Opinion, and assisting in design of flow-through catchment basin to provide improved habitat for the Mojave Tui Chub. Project scope included treatment/removal of invasive plants from channels using heavy equipment, earth moving to recontour channel banks for safety and stability (bank section had collapsed during earthquake), biological monitoring, construction of a large multi-depth catchment basin for enhanced Mohave tui chub habitat, planting and establishment of native riparian species, field surveys, and submittal of GIS data deliverables.</p>			
<p><b>Wetland Buffer Creation and Management for Wetland Protection, Naval Base Ventura County, Point Mugu</b> U.S. Navy Contract No. N62473-16-D-2414 N6247323F4226 <span style="float: right;">3</span></p>			
<p><i>Start Date:</i> 02/2023</p>	<p><i>Completion Date:</i> 06/2024</p>	<p><i>Cost:</i> \$ 63,576</p>	
<p><b>Project Manager.</b> Completed this habitat restoration project at the Naval Base Ventura County Point Mugu (NBVC PM), Ventura County, California to restore coastal wetland habitat for protection of populations of the federally endangered Salt Marsh Birds Beak (SMBB), least Bell's vireo (LBVI), and the endangered light-footed Ridgway's Rail (LFRR). The focus of IOEI's field activities associated with this project was to remove ice plant where it encroaches on SMBB populations and at locations where an invasive snail species has been detected at NBVC PM. This invasive snail, the Chocolate-band snail, is not known to occur anywhere else in the western United States. Ice plant removal was implemented to eliminate habitat that harbors these snails. IOEI used mechanical and chemical methods to treat ice plant, which provides refuge for the invasive snail. Project objectives were achieved, with mechanical methods used for weed removal on approximately 16.8 acres of habitat, and chemical weed treatment methods implemented on approximately 10.52 acres of threatened species habitat. Without this restoration, sea fig left in place would have led to expansion of the snail population to the detriment of listed species and their habitats.</p>			
<p><b>FY20 Training Site Improvement (TSI) and Western Training Area(WTA) Preparation National Training Center (NTC) at Fort Irwin, CA (NAVFAC SW)</b> U.S. Navy Contract No N62473-16-D-2414 TO N6247320F5421 <span style="float: right;">4</span></p>			
<p><i>Start Date:</i> 09/15/2020</p>	<p><i>Completion Date:</i> 09/15/2021</p>	<p><i>Cost:</i> \$1,009,802</p>	
<p><b>Project Manager.</b> Provided overall project management, scheduling and attending the site visit/kickoff meeting and providing meeting minutes; preparing Accident Prevention Plan, preparing draft and final versions of Work Plans, overseeing the field team and managing subcontractors; preparing progress reports and project invoices. Project scope included design and construction of stormwater and erosion control BMPs, earth moving, grading of trails and roads, construction of rolling ditches, installation of culvert, trail raising using geocell, erosion control (installation of rock wattles, straw wattles, rock check dams, and gravel mulch); installation of environmental signage, and installation of fencing and gates. Intrusive work required desert tortoise, archaeological and tribal monitors.</p>			
<p><b>Lake Del Monte Habitat Enhancement, NSA Monterey, CA</b> U.S Navy NAVFAC SW Contract No. N62473-16-D-2414 TO N6247319F4827 <span style="float: right;">5</span></p>			
<p><i>Start Date:</i> 08/2019</p>	<p><i>Completion Date:</i> 7/30/2024</p>	<p><i>Cost:</i> \$ 767,983</p>	
<p><b>Project Manager.</b> Responsible for project management, planning and field execution of this project, including attending site visit and kickoff meeting, submitting meeting minutes; developing a technical approach in compliance with USACE permits; preparing a project-specific Health and Safety Plan and Work Plan; scheduling fieldwork in coordination with Base POC, and maintaining communications with NAVFAC's PM and the Base POC. The purpose of this project was to remove accumulated sediments that were blocking the stormwater inflow and outflow of Lake Del Monte. Under this Task Order, IOEI mechanically removed excess sediment and associated vegetation along the perimeter of Lake Del Monte to allow the lake to function in its current capacity as a storm water basin and to ensure its inflows and outflows are not impeded by sediment. The work footprint covers approximately 2,300</p>			

linear feet, and the area requiring sediment and vegetation removal (jurisdictional wetlands) total approximately 0.60 acres.

IOEI installed 2,110 linear feet of silt fence around the riparian planting work areas for erosion control measures and as a temporary delineation border, and also installed 900 feet of biodegradable, coconut fiber straw wattles. A silt curtain was installed in the lake to intercept any runoff during shoreline plant establishment. A native seed mix hydroseed was applied by IOEI to exposed soils that were disturbed from excavation within the wetland and upland restoration areas. A total of 354 native container plants, and 258 native whips were installed by IOEI along the wetland and riparian shoreline of Lake Del Monte. A temporary on-grade irrigation system was installed to augment early-phase maintenance activities with water supplied from the lake. IOEI performed five years of maintenance and monitoring, which included vegetation surveys to evaluate observed results relative to performance standards for riparian and upland plants, maintenance of irrigation system, weed and invasive plant removal, and trash removal. By Year 4, performance standards stipulated by permits were achieved, and maintained into Year 5.

This work was performed in a highly regulated environment, subject to USACE and RWQCB compliance inspections and during adverse weather that resulted in flooding and challenging working conditions. IOEI's habitat restoration team received specialized project-specific environmental training before field deployment to ensure awareness of permit requirements, waste management, stormwater management, and dust control requirements.

**Vegetation Clearance, Installation Restoration Site 25 Model Boat Range, Naval Base Point Loma, CA  
US Navy NAVFAC SW Contract No. N62473-16-D-2414 TO N6247321F4403**

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<i>Start Date:</i> 04/20/2021	<i>Completion Date:</i> 02/04/2022	<i>Cost:</i> \$51,228
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**Project Manager.** Responsible for providing overall task order management, including planning document preparation (Work Plan and APP); meeting support and progress reporting. This project involved clearing weeds and invasive species from an Installation Restoration site contaminated by lead and radium-226. Work was conducted in Tyvek and N-95 respirators for protection against dust borne radiological particles. Due to the potential presence of Radium-226, radiological control for this project was provided by a Radiological Control Supervisor (RCS). The RCS screened IOEI field personnel in and out of the exclusion zone, scanning hands, feet and other surfaces for the presence of radiological particles.

**Invasive Plant Control and Native Species Revegetation, Remote Training Site Warner Springs  
U.S. Navy Contract No. N62473-16-D-2414 N6247323F4191**

7

<i>Start Date:</i> 02.2023	<i>Completion Date:</i> Ongoing	<i>Cost:</i> \$ 108,577
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**Project Manager.** The objectives of this task order are to implement invasive plant control to enhance habitats and protect sensitive resources at Remote Training Site Warner Springs. IOEI developed a list of potential and past invasive species and scheduled invasive plant control fieldwork to maximize detection and treatment of identified invasives. Data from prior RTSWS invasive species surveys and the California Invasive Plant Council (CAL-IPC) prioritization list were used to identify target species and establish priorities for treatment areas. Invasives negatively affecting sensitive plants and wildlife are a top priority for action on this project.

All restoration and invasive plant removal activities include avoidance and minimization measures to safeguard sensitive resources and avoid creating potential erosion issues. Any herbicide applications and invasive removal efforts will include all practical precautions to avoid impacting sensitive native species. IOEI implemented stormwater and erosion control BMPs during field implementation. Project sites included riparian areas and wetlands.

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## Kevin Israel

### Senior Biologist

With 12 years of experience in environmental consulting following 10 years of related research, education, and enforcement, Mr. Israel is experienced in managing aquatic, riparian, and upland habitat restoration planning, implementation, and monitoring; construction and water quality monitoring; and various field research. He has focuses with Santa Ana sucker, burrowing owl, vernal pool, intertidal marsh, riparian, and coastal sage scrub habitats throughout southern California. Additional experience includes environmental planning, noise analyses and monitoring, and waste management planning. Mr. Israel regularly draws on his wildlife biology, environmental science, law enforcement, and emergency response background including marine and mountain ecotour guiding in Maui, Key West, and San Juan Island; water quality and glaciology research at University of California, Santa Cruz (published in *Climate Dynamics*), and a park ranger position in remote Colorado.

### Education

B.A., Environmental Studies, University of California, Santa Cruz.

### Certifications and Permits

CDFW Scientific Collecting Permit (S-190530002-21073-001, exp. 2/23/2025)

Marine Protected Species Observer (MPSC 201820068)

OSHA Hazardous Waste Operations and Emergency Response (1703121191176, exp. 10/19/2024)

### Professional Experience

#### **Los Penasquitos Canyon Preserve Phase II Enhancement, San Diego County (2024- Ongoing).**

Project manager of biological monitoring for **riparian habitat restoration** project for the City of San Diego Stormwater Department including implementation of weed eradication, seeding, planting, and maintenance during a 120-day plant establishment period. Monitoring includes pre-activity habitat assessment survey, non-native vegetation mapping, nesting bird surveys, and tracking of weed eradication progress. Provided on-site direction to IOEI's restoration crew for compliance with HMMP, project plans and applicable permits.

#### **Santa Ana Sucker In-Stream Habitat Mitigation and Translocation Plan, Riverside and San Bernardino Counties (2017-2023).**

Project manager and restoration ecologist for a five-year mitigation project for the US Army Corps of Engineers (USACE) to improve the viability of the extant population of Santa Ana sucker fish within approximately three in-stream acres over two focus areas. Included site evaluations to determine enhancement areas; development of a sucker translocation plan; aquatic habitat feature design; implementation and two adaptive management construction events; biological construction and mitigation monitoring with physical habitat, fish population, substrate mapping, drone imaging, and customized surveys to monitor physical effects on enhancement features; and report preparation. Inter-agency coordination was integral, involving US Fish and Wildlife Service, San Bernardino Valley Municipal Water District, Santa Ana Watershed Protection Authority, and Riverside County Regional Park and Open-Space District.



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**Between the Springs Business Park Restoration Monitoring Project, Riverside County (2023-Ongoing).** Project manager of a five-year restoration monitoring project, for a private developer. Includes biannual maintenance and monitoring events requiring pre-activity biological resource surveys, worker environmental awareness trainings with Spanish translation, native/non-native species orientations, qualitative horticultural monitoring and reporting with annual quantitative biological monitoring and reporting for restored Mojave creosote scrub within a mitigation drainage. Sensitive species to survey for include desert tortoise, burrowing owl, and rare plants.

**SANDER Habitat Restoration Mitigation Project, San Diego County (2019-2021).** Task manager for vernal pool, **riparian, and upland restoration** as mitigation for permanent impacts associated with the development of Phase I of the Pure Water Project in order to meet City of San Diego and environmental regulatory agency requirements. Included oversight of invasive vegetation removal, microtopography grading, erosion control installation, planting, seeding, herbicide application, and monitoring.

**Stokes Creek Bridge Biological Surveys and Restoration Planning, Los Angeles County (2023-Ongoing).** Project manager of biological services required for the construction of a new bridge in Malibu Creek State Park. Includes a native tree survey, impact assessment, and restoration plan preparation.

**Point Dume State Park Staircase Replacement, Los Angeles County (2023- Ongoing).** Project manager of restoration monitoring services for the construction of a new beach bluff staircase. Includes qualitative and quantitative horticultural monitoring and photo documentation.

**Watersedge Mitigation Bank Restoration Planning, Riverside County (2023- Ongoing).** Restoration ecologist providing consultation services including development of a conceptual habitat restoration plan and construction plans. The site along the margin of Lake Elsinore is intended to provide mitigation credit for alkali vernal pool, alkali meadow, riparian, and coastal sage scrub habitats. Tasks include literature reviews, site assessments, planning and design development, cost estimations, and consulting on restoration concepts.

**NAVFAC El Centro Fire Station Project, Imperial County (2023- Ongoing).** Project manager of a biological construction monitoring project for the Navy. Include worker environmental awareness trainings, nesting bird and burrowing owl pre-construction surveys, and ongoing coordination for additional biological monitoring services.

**Lake Lee Wells Construction Monitoring, Riverside County (2024- Ongoing).** Project manager of construction monitoring for a well construction project involving pre-activity burrowing owl and nesting bird surveys and ongoing noise monitoring. Noise analysis are being conducted to identify if construction activities are at risk of exceeding the permitted threshold and determine needs for strategizing activities to avoid exceedances.

**Barton Road Biological Construction Monitoring, San Bernardino County (2023-2024).** Project manager of construction monitoring for a development requiring pre-activity burrowing owl and nesting bird surveys.

# Josh Corona-Bennett

## Senior Restoration Ecologist

Mr. Corona-Bennett has 28 years of experience in project management, native habitat restoration, biological resource studies and surveys, environmental permitting, and construction monitoring. He has been managing projects since 2003 for a variety of clients including federal/state/local governments, utility companies, and private developers. As Restoration ecologist he has designed, implemented, and managed habitat restoration projects in the southern California region including the coastal ranges to the Mojave Desert and south to the Mexican border. He has written habitat mitigation and monitoring plans, supervised habitat restoration implementation, conducted horticultural and botanical monitoring, prepared as-built and annual monitoring reports, and coordinated with resource agencies, including the acceptance phase (sign-off). Mr. Corona-Bennett has also conducted several biological resource surveys for listed plant and animal species, as well as vegetation community mapping. He has led numerous rare plant survey efforts for projects including alternative energy, transportation, public works, and utility in counties including San Diego, Imperial, Los Angeles, Riverside, Kern, and San Bernardino. He has experience conducting protocol surveys for Mojave Desert tortoise, arroyo toad, western burrowing owl, coastal California gnatcatcher, cactus wren, least Bell's vireo, southwestern willow flycatcher, San Diego fairy shrimp, and Riverside fairy shrimp. He has experience preparing applications for permits issued by the U.S. Army Corps of Engineers (USACE), Regional Water Quality Control Board, and California Department of Fish and Wildlife. Mr. Corona-Bennett has also worked as a construction monitor for various projects in San Diego, Riverside, and Los Angeles Counties, monitoring construction crews during geotechnical drilling investigations, pipeline replacements, energy infrastructure upgrades (including pole replacement and wire stringing), and bridge widening projects. He has also conducted aquatic resource delineations using the USACE Regional Supplement, Arid West.

## Education

B.S., Biology, Emphasis in Ecology, San Diego State University, California

## Licenses, Permits, and Professional Affiliations

- Landscaping Contractor License (C-27), License # 979271 (Currently Inactive)
- Responsible Managing Employee (RME) for ECORP C-27 (License # 985426)
- CDFW Scientific Collecting Permit (S-202050002-20205-001, Renewal in Progress)
- Authorized Independent Surveyor under USFWS Recovery Permit for Listed Vernal Pool Branchiopods (TE-012973-12.2, Renewal in Progress)
- California Department of Fish and Wildlife Authorization to Collect Voucher Specimens of State-Listed Endangered, Threatened, and Rare Plants (No. 2081(a)-21-018-V, Renewal in Progress)
- CDFW-Authorized Flat-tailed Horned Lizard Biological Monitor

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## Professional Experience

### **El Cuervo Norte Wetland Mitigation Project, San Diego County – City of San Diego (2006).**

Restoration ecologist responsible for performing quantitative monitoring of the approximately 27-acre restoration site located in Los Peñasquitos Canyon Preserve. Analyzed data for all survey years to be included in final report. Contributing author to final report.

**Environmental Compliance and Restoration Oversight for North Torrey Pines Road Bridge Seismic Retrofit Project, San Diego County – City of Del Mar, sub to T.Y. Lin Intl. (2010 - 2019).** Restoration ecologist responsible for providing restoration contractor oversight during implementation and maintenance of three restoration programs for this project that include wetland and upland habitats onsite, and coastal sage scrub restoration in an adjacent area of the Torrey Pines State Reserve (offsite mitigation area). Following implementation and one year of maintenance by a separate contractor, assumed the role of maintenance contractor for the offsite and onsite mitigation areas. Also responsible for conducting horticultural and botanical monitoring of onsite and offsite mitigation areas and preparing annual monitoring reports. Offsite mitigation area was completed and approved by USFWS in March 2017. Onsite mitigation areas met all required success criteria at the end of Year 5 (July 2019). Obtained agency concurrence of onsite mitigation completion in November 2019.

**Langmuir Street/Osler Street Storm Drain Replacement Project, San Diego County – as a Sub to New Century Construction for the City of San Diego (2017 – 2019).** Project manager and restoration ecologist responsible for assisting construction contractor during repair of two storm drains in a residential area of Linda Vista, in San Diego, California. Provided various services including pre-construction nesting bird surveys and construction monitoring (archeological, Native American, biological). Also responsible for supervising revegetation implementation and conducting monitoring and reporting for the 25-month revegetation period. Project was accepted as complete by the City in 2019.

**As-Needed Professional Environmental and Biological Services, San Diego County – City of San Diego, Public Utilities Department (2010 – 2012).** Restoration ecologist responsible for leading baseline surveys and assisting with data interpretation for a groundwater pumping pilot project for two San Diego County Reservoirs. Responsibilities included contributing to study design; quantitative vegetation monitoring of permanent transects at study sites and control sites in watershed areas below the San Vicente and El Capitan Reservoirs; and data management and analysis. Also assisted authorized biologist with night amphibian species surveys (with emphasis on detecting southwestern arroyo toad), as well as, installation of amphibian exclusionary measures.

**Springhurst Drive Emergency Sinkhole Repair Project, San Diego County – as a Sub to Granite Construction for the City of San Diego (2019 – 2020).** Restoration ecologist responsible for assisting Granite Construction during all phases of this emergency sinkhole repair project, located in Poway, California. Responsible for conducting a biological resources survey to document existing vegetation communities, special-status flora/fauna, common flora/fauna, and jurisdictional resources (Waters of the U.S., Waters of the State, and habitat under the jurisdiction of CDFW) and assisting with preparation of a

Biological Resources Report. Lead author of Revegetation Plan and provided oversight of revegetation implementation.

**Van Nuys Canyon Streambed Restoration Project, San Diego County – City of San Diego, Water and Sewer Design Division (2006).** Co-manager and Restoration ecologist responsible for implementing the first phase of this sewer improvement and streambed restoration project. Surveys were conducted to document present biological and hydrological conditions and compare with data collected in 2003. With this data four (4) streambed restoration alternatives were drafted and a priority matrix for choosing the best alternative was proposed. Once an alternative was chosen by the City of San Diego, a Restoration Plan based on the selected Alternative was prepared.

**Biological and Habitat Restoration Services for the Riparian Invasive Plant Management Project on MCI-West Marine Corps Base Camp Pendleton, San Diego County – as a Sub to IO Environmental & Infrastructure, Inc. for U.S. Naval Facilities Engineering Systems Command Southwest (NAVFAC SW) (2020 – Ongoing).** Restoration ecologist responsible for providing project management, habitat restoration oversight, and biological resource monitoring as a subcontractor to IO Environmental and Infrastructure, Inc. (IOEI) for the FY20 Riparian Invasive Plant Management Project. Primary author of the Work Plan and also responsible for all reporting associated with project activities. Biological monitoring conducted during breeding seasons for least Bell's vireo, arroyo toad, and migratory bird species when invasive plant management occurs. Technical oversight during habitat restoration and invasive plant control and removal.

**Upper San Diego River Reclamation Project, San Diego County – Lakeside Land Company (2010 – 2018).** Project manager and restoration ecologist responsible for providing habitat restoration services for a 40-acre wetland, riparian, and riparian buffer mitigation project. Responsible for preparation and implementation of an updated Restoration Plan that served to complete the fifth phase of mining reclamation (i.e., the haul road closure/revegetation), as well as improve areas of the mitigation site that had not yet met success criteria. Provided oversight of installation/maintenance contractor during Phase 5 implementation, 120-day plant establishment period, and during the 5-year maintenance and monitoring period. Also performed routine horticultural monitoring, botanical monitoring, and preparation of annual monitoring reports for the entire 40-acre mitigation site. Also monitored riparian vegetation for presence and use by least Bell's vireo (*Vireo bellii pusillus*). Achieved all success criteria in 2017 and received confirmation of agency concurrence of habitat mitigation completion in 2018.

**East Elliott Munitions Response Site 01 (Project 03), San Diego County – as a Sub to Tetra Tech, Inc. for the U.S. Army Corps of Engineers, Los Angeles District (2022 - Ongoing).** Project manager responsible for coordinating biological and cultural resource services in support of identification and removal of munitions at former Camp Elliott, which is adjacent to Marine Corps Air Station Miramar, in San Diego California. The lead agency is the U.S. Army Corps of Engineers, Los Angeles District, and is being implemented under the Formerly Used Defense Sites (FUDS) Program. ECORP provided various services for the prime contractor, Tetra Tech, that included overall project planning, biological/cultural field surveys and associated reporting, and biological monitoring during surface clearance of munitions.

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# Reena Lam

## Associate Biologist

Reena Lam has 6 years of experience working in ecology and natural resources with 4 years of experience as a Botanist. She has extensive experience in conducting and coordinating sensitive species surveys; focused surveys for Threatened/ Endangered plants, and habitat evaluations for Endangered, Threatened, and sensitive floral species; and managing research and restoration projects for the Navy. She has authored and managed the development of biological resources sections of numerous reports on focused surveys for sensitive species; Determination of Biologically Equivalent or Superior Preservation (DBESP) Reports for the Western Riverside County MSHCP; and general biological assessments. She is experienced in the implementation of field programs to track, report, and support compliance requirements and mitigation measures.

## Education

B.S., Biology, Carnegie Mellon University

## Professional Experience

**SR-60 Truck Lane Reveg Monitoring Project, Riverside County – Riverside County Transportation Commission (2022-Ongoing).** Biologist assisted in botanical monitoring of multiple restoration sites of several drainages along State Route 60 to track restoration progress and monitored regular maintenance of nonnative vegetation from restoration sites. Biologist also prepared monthly restoration memo reports.

**Mid County Parkway Mitigation Site Project, Riverside County –Riverside County Transportation Commission as sub to Stantec. (2022-Ongoing)** Biologist assisted in botanical monitoring, horticultural monitoring, hydrological monitoring and maintenance monitoring of the Sweeney mitigation site and Johnson mitigation site. Additionally, biologist assisted in preparation of annual reports of mitigation site to support the Riverside County Transportation project to expand an existing two-lane highway to reduce traffic congestion.

**Willow Street Replacement Project, San Diego County – City of Chula Vista. (2022-Ongoing)** Biologist conducted botanical and horticultural monitoring of the riparian, wetland and upland restoration sites to support the City Project to replace the Willow Street Bridge. The biologist also coordinated with subcontractors and wrote the annual reports.

**Santa Ana River Trunk Sewer Replacement Project, Riverside County – City of Riverside. (2022-Ongoing)** Botanist conducted botanical survey and horticultural monitoring for the native riparian habitat restoration site to support the City of Riverside project to replace 3.7 miles of old sewer pipe. In addition, the botanist assisted in writing the mitigations site annual report.

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**SR-210 Lytle Creek Bridge Retrofit Project, San Bernardino County – CALTRANS District 8 (2023)**

Botanist assisted in mapping vegetation communities and conducting focused survey for sensitive plant species to support the Caltrans project to update and preserve the structural integrity of Lytle Creek Bridge.

**Middle Mile Broadband Network Project, Kern, Inyo, and Mono County – CALTRANS District 9**

**(2023)** Biologist conducted Joshua tree surveys and assisted in desktop aquatic resources delineation to support the Caltrans middle mile broadband project.

**SBD-15 Rock Slope Protection Repair Project, San Bernardino County – CALTRANS District 8 (2023)**

Biologist assisted in mapping vegetation communities and conducting a jurisdictional delineation survey to assist in the Caltrans project to update and repair a rock slope protection at four different bridges along the I-15. Additionally, biologist assisted in writing the jurisdictional delineation report.

**Edsan 5 Solar Project, Kern County – Terra-Gen Enterprise as a Sub to Tetra Tech, Inc. (2023)**

Botanist assisted in mapping vegetation communities, conducting habitat assessments for special-status plant species, conducting desert rare plant surveys, and mapping cactus and Joshua trees to support the Terra-gen wind repower project.

**ALTA Solar PV and Storage Project, Kern County – Terra-Gen Enterprise as a Sub to Tetra Tech, Inc.**

**(2022-2023)** Botanist assisted in mapping vegetation communities, conducting habitat assessments for special-status plant species, conducting desert rare plant surveys, and mapping cactus and Joshua trees to support the Terra-gen wind repower project.

**Edsan 4 Solar Project, Kern County – Terra-Gen Enterprise as a Sub to Tetra Tech, Inc. (2022-2023)**

Botanist assisted in mapping vegetation communities, conducting habitat assessments for special-status plant species, conducting desert rare plant surveys, and mapping cactus and Joshua trees to support the Terra-gen wind repower project.

**SBD 95 Pavement Rehab Veg Map and ARD, San Bernardino County – CALTRANS District 8 (2022-2023)**

Botanist assisted in special-status plant species habitat assessment and survey to support the Caltrans project to restore, preserve and extend the service life of existing pavement on SR-95. Botanist also assisted in writing the special-status plant report and MSHCP study report.

**RIV215 Pave Rehab MSHCP Studies Project, Riverside County – CALTRANS District 8 (2022-2023)**

Botanist assisted in mapping vegetation communities to support the Caltrans project to repair and upgrade the I-215 pavement.

**Poway Pit Site and Beeler Creek Restoration Project, San Diego County – Granite Construction**

**Company. (2022)** Biologist assisted in writing the As-built report for the mitigation implementation of Beeler Creek to support the Granite Construction project to construct industrial pads at the Poway Mine site in the City of Poway. Additionally, the biologist assisted in moving and replanting sensitive-species barrel cactus to avoid impact and writing the annual report of the Beeler Creek mitigation site.

**Tesoro Viejo Preserve Planting Project, Madera County - Tesoro Viejo Master Planned Community (2022)** Biologist monitored the removal of vegetation and out planting of native trees to restore a protected wetland preserve going through the project site.

**On-Call Stormwater Sampling Project, Los Angeles, Orange County and San Diego County – Reign Source (2022)** Biologist conducted stormwater water quality testing at multiple construction sites throughout Southern California.

**Tesoro Viejo Preserve Planting Project, Madera County - Tesoro Viejo Master Planned Community (2022)** Biologist monitored the removal of vegetation and out planting of native trees to restore a protected wetland preserve going through the project site.

**Crossroads North Storm Drain Project, Riverside County- Diamond Valley, LLC (2022)** Diamond Valley, LLC intends on creating storm drain off Highway 79. Biologist assisted in biological monitoring during construction. Specific duties include monitoring the burrowing owl and paniculate tarplant.

**Diamond Equestrian Center and Race Track Project- Riverside County, (2022)** The Diamond Equestrian Center proposes to change the zoning of the equestrian center from Light Agricultural to Open Space: Recreation to comply with county requirements in order to continue operations. Biologist conducted biological reconnaissance surveys for this project. Specific tasks include plant survey, burrowing owl habitat assessment, fairy shrimp habitat assessment, vegetation mapping, preliminary aquatic resource assessment. Biologist also wrote the Biological Technical Report for this project.

**Broadband SR-79 and SR-371 Project – Riverside County, California – Caltrans District 8 (2022).** The California Department of Transportation (Caltrans), District 08, proposes to install a Fiber Optic Cable System along SR-79 and SR-371. Ms. Lam is assisting in rare plant habitat assessments, rare plant surveys, Joshua tree surveys, and least Bell's vireo surveys for the project. The biologist also assisted in writing the Determination of Biological Equivalent or Superior Preservation Report for the project alignment.

**RIV-SR-74 & SR-79 Broadband Project, Riverside County – CALTRANS District 8 (2022)** Botanist assisted in rare plant survey documenting all existing flora with a focus on rare and listed species along the I-74. Target species include Mojave tarplant, Chaparral Sand Verbena, Paniculate tarplant, and Beautiful hulsea. Additionally, botanist assisted in jurisdictional delineation surveys with duties including riparian tree mapping, vegetation mapping, and vegetation assessment.

**Piraeus and Plato Encinitas Project, San Diego County – Lennar Homes Community (2022)** Botanist assisted in plant survey documenting all existing flora with a focus on rare and listed species in project area.

**SR-18/SR-138/ SR-139 Broadband Middle Mile Network Project, San Bernardino County - CALTRANS District 8 (2022)** Botanist conducted habitat assessments of rare and listed flora, focused rare plant surveys, and Joshua tree surveys to support the California Department of Transportation (Caltrans), District 08 project to install a Fiber Optic Cable System along SR-18, SR-138, and SR-139. Additionally, botanist assisted in writing the focused rare plant report.

# Christine Tischer

## Senior Biologist

Ms. Tischer has over 25 years of experience as a wildlife biologist. Ms. Tischer specializes in terrestrial wildlife and has extensive experience conducting focused studies for California gnatcatchers, least Bell's vireos, peregrine falcons, California least terns, burrowing owl, Quino checkerspot butterflies, Crotch bumble bee, and fairy shrimp throughout southern California. She has conducted numerous analyses and reviews of impacts to natural resources for a variety of Environmental Impact Statements, Environmental Impact Reports, Biological Assessment Reports, and Environmental Assessment Reports. She has also conducted numerous biological reconnaissance-level surveys, authored sections for various environmental documents, implemented mitigation programs, managed a brown-headed cowbird trapping and removal program, investigated biological impacts, and performed restoration inspections and data analysis for environmental projects in California and throughout the United States. Ms. Tischer worked intimately with the Department of Defense as a full-time contractor for 2.5 years in the Wildlife Management Branch of the AC/S Environmental Security Office for Marine Corps Base, Camp Pendleton.

## Education

B.S., Animal Science, California State Polytechnic University, Pomona

## Registrations, Certifications, Permits and Affiliations

- Federal 10(a)(1)(A) Permit (ES-053379-6) for California gnatcatcher, Quino checkerspot butterfly, Riverside fairy shrimp, San Diego fairy shrimp, vernal pool fairy shrimp, conservancy fairy shrimp, longhorn fairy shrimp, and vernal pool tadpole shrimp (granted 2002; expires 2/28/2027)
- CDFW California Scientific Collecting Permit for special status and ESA species monitoring and brown-headed cowbird trapping and removal and CDFW Memorandum of Understanding for take of four bumble bee species during candidacy period (S-190160005-20247-001 – expires 9/2024)
- CDFW California Scientific Collecting Permit for artificial nest box monitoring and banding (S-190160005-20190-001 – expires 8/2024)
- USGS Bird Banding Laboratory Permit to band western bluebirds and tree swallows (23498 – granted 2007; expires 10/2025)
- Citizen Scientist for the 2023 Bumble Bee Atlas covered under Xerces Society's CDFW Scientific Collecting Permit (S-210530001-21053-001; expires 7/28/2024) and CDFW Memorandum of Understanding for take of four bumble bee species during candidacy period.
- Certificate of Completion of Arizona Game and Fish Department's Burrowing Owl Surveyor Training issued April 11, 2022

## Professional Experience

**Environmental Compliance and Restoration Oversight for North Torrey Pines Road Bridge Seismic Retrofit Project, San Diego County – City of Del Mar as Sub to T.Y. Lin International (2010-2020).**



Permitted gnatcatcher Biologist responsible for breeding season focused surveys and noise monitoring and compliance surveys during construction and restoration activities that occurred in or adjacent to coastal California gnatcatcher occupied-habitat.

**Exotics Removal from Four Estuaries at Marine Corps Base Camp Pendleton, San Diego County – DOD Environmental Security, Land Management Branch. (2005).** Wildlife Biologist as part of a field team that conducted removal of exotic fish (carp, mosquito fish) and crayfish from Cockleburr, Aliso, French, and Las Flores estuaries. Exotics removal was being conducted in order to enhance estuarine habitat for native species, including tidewater goby and southwestern pond turtle, in accordance with Camp Pendleton's Riparian Programmatic Biological Opinion requirements. Seining and minnow traps were utilized for exotics removal. Water quality analysis and photo documentation were also conducted as part of the survey.

**On-Call Contract for the Department of General Services, Real Estate Services Division, Southern Section, Southern California (2018-Ongoing).**

- **Potrero Fire Station Replacement Project, San Diego County (2018-ongoing).** The California Department of Forestry and Fire Protection (Cal Fire) proposed to replace the existing Potrero, California station with a new fire station located approximately two miles to the northwest. Field Lead responsible for completion of the general biological habitat assessment, focused Quino checkerspot butterfly surveys, and burrowing owl surveys during preparation of the Initial Study Mitigated Negative Declaration (IS/MND). Served as co-author of the biological technical reports and biological resources section of the IS/MND which ECORP prepared. Conducted an updated CEQA-level review upon project re-initiation after a four year hiatus, conducted updated literature review to address federal and state listed and candidate species added or removed since previous CEQA studies; recommended/conducted updated field surveys including burrowing owl habitat assessment, rare plant focused surveys, and Crotch bumble bee focused surveys; and facilitated USFWS input to confirm Section 10 consultation would not be a requirement.

**On-call Generalist Services Task Order Contract, Southern California – California Department of Parks and Recreation, Southern Service Center (2016-ongoing).** Senior Biologist, Project Manager, and Task Manager for various biological resource Work Orders for a two year on-call biological services contract for the California Department of Parks and Recreation (State Parks) that has since been extended for six additional one-year terms. Under this program, the consultant/contractor essentially serves as an extension of State Parks biological services staff, performing habitat assessments, focused surveys for sensitive species, jurisdictional waters delineations, biological monitoring and preparing Natural Environment Studies, Biological Assessments, delineation reports, and other environmental documents for a wide range of State Parks projects. Work Orders that were worked on include:

- **Palomar Mountain State Park New Well and Pump House Project, San Diego County (2023-ongoing).** Project Manager and authorized biologist to conduct nesting bird surveys and biological monitoring. Ms. Tischer was responsible for management of the Laguna Mountains skipper permitted subcontractor and assisted with the habitat assessment for this species. As the Project Manager, was responsible for keeping the client abreast of survey results within 24-hours of survey completion,

weekly construction monitoring updates, scheduling of staff and subcontractor, budget management, and monthly invoicing.

- **Torrey Pines State Beach Accessibility Improvements Project, San Diego County (2020).** Project Manager and authorized biologist to conduct nesting bird surveys and biological monitoring. The Project Area is located at the North Beach parking lot and is surrounded by native coastal sage scrub occupied by federally-listed threatened coastal California gnatcatcher and Los Penasquitos Estuary which supports state-listed threatened Belding's savannah sparrow. Services provided included weekly nesting bird surveys during the breeding season and daily noise monitoring of active coastal California gnatcatcher nests. As the Project Manager, was responsible for keeping the client abreast of survey results within 24-hours of survey completion, weekly construction monitoring updates, scheduling of staff and subcontractors, and budget management and monthly invoicing.
- **ADA and Utility Improvement Project at Torrey Pines State Natural Reserve, San Diego County (2017–ongoing).** Senior Biologist responsible for conducting focused avian surveys to support the Project. The Project Area and 500-foot buffer cover an area of approximately 95-acres. Services provided include focused avian surveys in 2017 and 2018 and protocol-level coastal California gnatcatcher surveys in 2019 and 2022.

**Vernal Pool and Fairy Shrimp Conservation Plan, San Diego County – NAVFAC SW as a Sub to Tetra Tech (2019).** Assisted with finalization of the Vernal Pool and Fairy Shrimp Conservation Plan that will be included in the Base's Integrated Natural Resources Management Plan (INRMP).

**Fox Point Farms Project – San Diego County, California – Nolen Communities (2022).** Ms. Tischer served as gnatcatcher specialist and project manager for implementation of biological minimization and mitigation measures during the implementation phase of the project. The Project involved construction of a 250-unit residential community on a 21.48-acre site located within the City of Encinitas, California. Ms. Tischer conducted pre-construction nesting bird surveys with focus on detection of coastal California gnatcatcher nests within 500-feet of the project within the adjacent Magdalena Ecke County Preserve. Ms. Tischer provided 24-hour nest notifications to USFWS and implemented nest avoidance and noise monitoring as required by USFWS in order to avoid direct impacts to this federally threatened species.

**Clinton Keith Road Widening Project – Wildomar, California (2020-ongoing).** The Project consists of two phases and will widen existing Clinton Keith Road from two lanes to four lanes from Arya Drive to Elizabeth Lane. Ms. Tischer conducted a focused burrowing owl and least Bell's vireo pre-construction survey for the project.

**Green Oak Trunk Sewer Replacement Project, San Diego County – Butier Engineering, Inc. (2022).** Wildlife Biologist responsible for conducting protocol breeding season surveys for coastal California gnatcatcher and least Bell's vireo in support of the replacement of a section of underground sewer pipe along Agua Hedionda Creek in the City of Vista.

<b>LEAD ONSITE SUPERVISOR</b>	
<b>Name</b>	
<b>Victor Aguirre</b>	
<b>Education</b>	
<ul style="list-style-type: none"> <li>▪ High School Diploma</li> <li>▪ Business Management degree in progress</li> </ul>	
<b>Additional Certifications and Training</b>	
<ul style="list-style-type: none"> <li>▪ OSHA HAZWOPER 40-hour Training and Annual 8-Hour Refresher Training</li> <li>▪ California Department of Pesticide Regulation Qualified Applicator License No. #118735</li> </ul>	
<b>Required Qualifications per</b>	<b>Support for Meeting and/or Exceeding Qualifications:</b>
<i>Implementation of at least 3 wetland habitat restoration and/or maintenance projects.</i>	<ul style="list-style-type: none"> <li>• Mr. Aguirre has successfully implemented over 30 wetland habitat restoration and/or maintenance projects. His project experience includes the Santa Ana River and within the Prado Basin, Los Penasquitos Canyon, Warner Springs, Point Mugu at Naval Base Ventura County, Marine Corps Base Camp Pendleton, Lake Del Monte, and Mare Island. - <b>Meets Requirement</b></li> </ul>
<i>Demonstrated proficiency with native and non-native plant identification and current non-native weed eradication best practices.</i>	<ul style="list-style-type: none"> <li>• Over 20 years' experience in habitat restoration and landscaping that required knowledge of southern California flora and determination of native vs. non-native weed species. Mr. Aguirre maintains a current California QAL license, and completes annual continuing education as part of this license requirement that focuses on evolving and current best management practices for non-native weed eradication. - <b>Meets Requirement</b></li> </ul>
<b>Brief Summary of Experience</b>	
<p>Mr. Aguirre has over 23 years of relevant professional and management experience in landscape and habitat restoration including plant installation, pesticide and herbicide application, irrigation systems, heavy equipment operations and personnel management. He is a results-driven supervisor with experience in diverse Southern California habitat settings and experience managing multiple, concurrent, geographically-dispersed projects. He brings broad administration management skills including estimating, budgeting, vendor accountability, and implementation of IOEI's quality and safety programs. His recent experience includes serving as Deputy Project Manager and Onsite Supervisor for the City of San Diego's Los Penasquitos Phase II Enhancement project. In this capacity, Mr. Aguirre provided direct oversight during the chemical treatment of invasive species, ensuring that approved herbicides were applied following manufacturer's recommendations and in accordance with the applicable HMMP. He has also supported IOEI's various U.S. Navy environmental projects in Southern California, supporting pest plant abatement using physical and chemical methods.</p>	
<b>Qualifications and Experience Record:</b>	
<b>Los Penasquitos Canyon Preserve Phase II Enhancement Project, City of San Diego</b> <span style="float: right;"><b>1</b></span>	
<i>Start Date:</i> February 2024   <i>Completion Date:</i> November 2024   <i>Cost:</i> \$538,929.27	
<p><b>Onsite Supervisor.</b> Responsible for implementing the treatment and removal of invasive species within a 29.26-acre primary enhancement area and a 0.5-acre buffer within the Los Penasquitos Canyon Preserve. Provided QAL oversight of chemical treatment of invasive species using approved herbicides in compliance with the HMMP. The objective of this work was to allow native species to replace the non-native species through natural recruitment and planting native container plants and whip cuttings. In addition, IOEI applied native seed mixes as an adaptive management strategy. Over 40 non-native palm trees were cut and removed from the site. In addition to the removal of non-native plants, the IOEI also removed all trash and inorganic debris from the primary enhancement area, 20 ft weed-free buffer, and sewer easement. In compliance with the HMMP, the removal of trash and vegetation was conducted using all-electric vehicles, including an e-ATV and e-bicycles. IOEI performed maintenance and monitoring of the site after the initial restoration, including watering 200 plants, weed eradication, and ensuring success of plants during the 120 Calendar Day Plant Establishment Period (PEP). IOEI and ECORP prepared and provided pre-construction submittals including a Water Pollution Control Plan, construction schedule, schedule of</p>	

values, letters of retention for biological, noise, archaeologist, and tribal monitors, monitoring staff resumes, description of herbicide(s), verification of archeological records search, payment and performance bond, and certificate of insurance. ECORP biologists conducted baseline noise surveys and prepared GIS maps detailing non-native locations by species.

**USACE, Prado Basin Habitat Restoration, Corona, CA** 2

<i>Start Date:</i> 2018	<i>Completion Date:</i> Ongoing	<i>Cost:</i> \$1.3M	
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**Site Manager and Pest Plant Abatement Specialist** for habitat restoration and maintenance, for impacted areas in 11 sites comprising approximately 425 acres along the Santa Ana River and within the Prado Basin. Responsible for overseeing a staff of eight (8) laborers; selective removal and/or herbicide treatment of non-native vegetation and trash removal; supplemental planting or seeding as necessary to preclude the re-establishment of non-native vegetation; site specific restoration tasks at the Reach 9, Phase 2A site; management and oversight of irrigation system and design, and erosion control. Providing oversight during weeding and trash removal, supplemental planting and watering, monitoring and maintenance. This mitigation project for construction projects along the Santa Ana River includes the restoration of riparian and upland habitats, and requires removal of invasive species, revegetation, and ongoing weeding and plant maintenance. IOEI’s work on this project is being performed in accordance with NEPA, CEQA, the Council on Environmental Quality Act, the Endangered Species Act (ESA), and Corps of Engineers Regulations.

**Wetland Buffer Creation and Management for Wetland Protection, Naval Base Ventura County**  
**U.S. Navy Contract No. N62473-16-D-2414 N6247323F4226** 3

<i>Start Date:</i> 02/2023	<i>Completion Date:</i> 06/2024	<i>Cost:</i> \$ 63,576	
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**Onsite Supervisor and Pest Plant Abatement Specialist.** Implemented this habitat restoration project at the Naval Base Ventura County Point Mugu (NBVC PM), Ventura County, California to restore coastal wetland habitat for protection of populations of the federally endangered Salt Marsh Birds Beak (SMBB), least Bell’s vireo (LBVI), and the endangered light-footed Ridgway’s Rail (LFRR). The focus of IOEI’s field activities associated with this project was to remove ice plant where it encroaches on SMBB populations and at locations where an invasive snail species has been detected at NBVC PM. This invasive snail, the Chocolate-band snail, is not known to occur anywhere else in the western United States. Ice plant removal was implemented to eliminate habitat that harbors these snails. IOEI used mechanical and chemical methods to treat ice plant, which provides refuge for the invasive snail. Project objectives were achieved, with mechanical methods used for weed removal on approximately 16.8 acres of habitat, and chemical weed treatment methods implemented on approximately 10.52 acres of threatened species habitat. Without this restoration, sea fig left in place would have led to expansion of the snail population to the detriment of listed species and their habitats. Mr. Aguirre supervised IOEI’s 6-man field implementation crew during vegetation removal and managed herbicide application as QAL, reporting herbicide quantities, application methods, and treatment locations to the Navy’s NOPRS database.

**Marine Corps Base Camp Pendleton Riparian Invasive Plant Management**  
**U.S. Navy NAVFACSW Contract No. N62473-16-D-2414 TO N6247320F5403** 4

<i>Start Date:</i> July 2021	<i>Completion Date:</i> July 2022	<i>Cost:</i> \$1,549,318	
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**Pest Plant Abatement.** The purpose of this contract is to implement the riparian component of the Invasive Plant Program, on Camp Pendleton (Base). This project will include weed removal in riparian areas primarily in Santa Margarita River, targeting infestations of Arundo, Salt Cedar (Tamarix spp.), and perennial pepperweed (Lepidium latifolium, Lepidium chalepense), and may include restoration of pre-designated areas within river and stream flood plains using pole/whip cuttings of native willow (Salix spp.), mulefat (Baccharis salicifolia) and cottonwood (Populus fremontii) species. This project covers invasive plant management in the riparian areas of MCBCP.

Several federal legal mandates guide the control of invasive plants on federal land including: OPNAV INST (MCO) 5090.2A, Executive Order 13112, the National Invasive Species Act, the Federal Noxious Weed Act, and the Noxious Plant Control Act. These control and management programs increase the likelihood that localized invasive populations will be found, contained, and eradicated before becoming widely established, and is directed to federal agencies by EO 13112.

Mr. Aguirre was responsible for implementing pest plant management on project, while maintaining compliance with applicable regulatory requirements.

<b>ONSITE SUPERVISOR</b>			
<b>Name:</b>			
<b>Miguel Mendoza</b>			
<b>Current Job Title:</b>			
<b>Site Supervisor</b>			
<b>Employment Status:</b>			
<b>Employed by Prime (IOEI), since 2011</b>			
<b>Education:</b>			
High School Diploma			
<b>Additional Certifications and Training</b>			
<ul style="list-style-type: none"> <li>▪ OSHA HAZWOPER 40-hour Training and Annual 8-Hour Refresher Training</li> <li>▪ EM 385-1-1 40-Hour Certification</li> <li>▪ USACE Quality Control Management</li> <li>▪ OSHA Construction 30-Hour Certification</li> <li>▪ CPR/Medic First Aid</li> </ul>			
<b>Brief Summary of Experience as it relates to proposed position:</b>			
<p>Mr. Mendoza is a Site Supervisor with over 12 years of experience working at habitat restoration sites across California. His project experience includes the supervision of all field personnel while completing ecological restoration, watershed best management practices, stream restoration and invasive species removal on urban residential and large-scale natural areas. Mr. Mendoza coordinated and managed crews and contractors and interacted with public and private landowners while delivering high quality projects on time, according to required specifications. Since 2015, Mr. Mendoza has also served as Site Supervisor on a range of habitat restoration and environmental remediation projects. For the past 8 years, he has served as site supervisor on over 20 NAVFAC task orders, including habitat restoration projects at NSA Monterey, NTC Fort Irwin, Naval Base Point Loma, and NAWS China Lake. He is currently leading a habitat restoration team on the City of San Diego's Los Penasquitos Phase II Enhancement project.</p>			
<b>Qualifications and Experience Record:</b>			
<b>Sediment and Vegetation Removal, Del Monte Lake, Naval Support Activity Monterey, CA, NAVFAC SW Contract No. N62473-16-D-2414 TO 19F4827</b>			
<b>1</b>			
<i>Start Date:</i> 8/2019	<i>Completion Date:</i> Ongoing	<i>Cost:</i> \$767,983.00	FFP TO
<p><b>Site Supervisor</b> Provided project oversight and on-site supervision to remove accumulated sediment that was blocking the fifteen (15) stormwater inflow and outflow of Lake Del Monte. Mr. Mendoza supervised the restoration outcome by decreasing the abundance of aggressive invasive species, reestablishing hydrologic connectivity and function (e.g. water storage) and reshaping and deepening the basin to hold more water.</p>			
<b>Los Penasquitos Canyon Preserve Phase II Enhancement Project, City of San Diego</b>			
<b>2</b>			
<i>Start Date:</i> February	<i>Completion Date:</i> November 2024	<i>Cost:</i> \$538,929.27	
<p><b>Crew Lead/Supervisor.</b> Responsible for implementing the treatment and removal of invasive species within a 29.26-acre primary enhancement area and a 0.5-acre buffer within the Los Penasquitos Canyon Preserve. Assisted QAL with chemical treatment of invasive species using approved herbicides in compliance with the HMMP. The objective of this work was to allow native species to replace the non-native species through natural recruitment and planting native container plants and whip cuttings. In addition, IOEI applied native seed mixes as an adaptive management strategy. Over 40 non-native palm trees were cut and removed from the site. In addition to the removal of non-native plants, the IOEI also removed all trash and inorganic debris from the primary enhancement area, 20 ft weed-free buffer, and sewer easement. In compliance with the HMMP, the removal of trash and vegetation was</p>			

conducted using all-electric vehicles, including an e-ATV and e-bicycles. IOEI performed maintenance and monitoring of the site after the initial restoration, including watering 200 plants, weed eradication, and ensuring success of plants during the 120 Calendar Day Plant Establishment Period (PEP). IOEI and ECORP prepared and provided pre-construction submittals including a Water Pollution Control Plan, construction schedule, schedule of values, letters of retention for biological, noise, archaeologist, and tribal monitors, monitoring staff resumes, description of herbicide(s), verification of archeological records search, payment and performance bond, and certificate of insurance. ECORP biologists conducted baseline noise surveys and prepared GIS maps detailing non-native locations by species.

**FY21 Training Site Improvement (TSI) and Western Training Area (WTA) Preparation National Training Center (NTC) at Fort Irwin, California NAVFACSW**  
**Contract No. N62473-16-D-2414 TO N6247321F5083**

3

<i>Start Date:</i> July 2021	<i>Completion Date:</i> July 2022	<i>Cost:</i> \$1,549,318	FFP TO
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**Site Supervisor** Provided construction oversight and field supervision to this project, ensuring compliance with applicable Federal, State and local safety regulations. Supervised the completed trail raising, installing geocell to raise and stabilize approximately 600 feet of existing maneuver trail. Supported field team in operations and provided Quality Control inputs to ensure the clients objectives maintained or improved. He also led Tailgate OSHA trainings weekly.

**Vegetation Clearance, Installation Restoration Site 25 Model Boat Range Naval Warfare Command, Naval Base Point Loma, CA**  
**NAVFAC SW Contract No. N62473-16-D-2414 TO N6247321F4403**

4

<i>Start Date:</i> 4/2021	<i>Completion Date:</i> 2/2022	<i>Cost:</i> \$51,228.00	FFP TO
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**Site Supervisor-** Served as on-site oversight for this project, which involved clearing weeds and vegetation from an Installation Restoration site. The Site was contaminated with lead and radium-226, requiring each member of IOEI's habitat restoration team to hold a 40-hour HAZWOPER certification for safety training at hazardous waste sites. To ensure worker safety, site work was conducted in Tyvek and N-95 respirators for protection against dust borne radiological particles. Mr. Mendoza worked with the Radiological Control Supervisor (RCS) in support of all safety requirements.

<b>On-Site Supervisor</b>			
<b>Name:</b>			
<b>Fernando Banuelos</b>			
<b>Current Job Title:</b>			
<b>Site Supervisor</b>			
<b>Employment Status:</b>			
<b>Employed by Prime (IOEI), since 2014</b>			
<b>Education:</b>			
High School Diploma			
<b>Additional Certifications and Training</b>			
<ul style="list-style-type: none"> <li>▪ OSHA HAZWOPER 40-hour Training and Annual 8-Hour Refresher Training</li> <li>▪ EM 385-1-1 40-Hour Certification, 2016 and Refresher Training</li> <li>▪ OSHA Construction 30 and OSHA 10-Hour Certification</li> <li>▪ CPR/ First Aid</li> </ul>			
<b>Brief Summary of Experience as it relates to proposed position:</b>			
<p>Mr. Banuelos has been with IOEI for 9 years working at environmental sites on multiple restoration and maintenance projects throughout California. Since receiving his OSHA HAZWOPER 40-hour training certification in 2016, Mr. Banuelos has served as Site Supervisor on various IOEI's federal projects. As a supervisor, his responsibilities include planning, scheduling, organizing and coordinating construction activities to ensure the project is completed on time and within budget. For the past 7 years, he has provided oversight and a cost-effective approach on several mitigation projects including wetland restoration, maintenance and monitoring. He has also completed multiple plant installations for the city of San Diego School District.</p> <p>As Site Supervisor, he is responsible for providing input to lead laborers, assess progress and possesses proficiency in the operation and maintenance of irrigation systems.</p>			
<b>Qualifications and Experience Record:</b>			
<b>Restoration Project Implementation at the Del Mar Fairgrounds- IFB No. 13-05</b>			<b>1</b>
<i>Start Date:</i> 8/2013	<i>Completion Date:</i> 5/2021	<i>Cost:</i> \$1,260,917.10	
<p><b>Site Supervisor.</b> Provided knowledge of salt marsh restoration, project specific permit conditions, agency reporting needs and restorations goals to cost-effectively implement ecologically sound decisions. Mr. Banuelos worked with the on-site team to install a pedestrian bridge in early construction. Grading was completed and the primary inlet/outlet of the salt marsh was opened. Planting in the high marsh habitat was completed in two weeks and monitoring of the hydrology in the area was done to make sure no additional grading was warranted. Planting and seeding started in the transitional areas and an irrigation system was installed. The entire length of the construction phase lasted approximately 12 weeks. After construction was completed, the project entered a 120-day plant establishment period during which time the restoration ecology team monitored the Site while supervised by Mr. Banuelo's. A time-lapse camera was also installed at the start of construction to capture the day-to-day activities in the parking lot and illustrate the unique and dramatic transformation following restoration. This project was completed with zero safety incidents.</p>			

Lake Calavera Trails Boardwalk and Wetland Restoration-Biological Monitoring				2
<i>Start Date:</i> 9/2013	<i>Completion Date:</i> 2/2014	<i>Cost:</i> \$385,000.00		
<p><b>Site Supervisor.</b> Provided construction oversight and field supervision to this project, ensuring compliance with applicable Federal, State and local regulations. Supported field team in fence installation, biological monitoring, nesting bird surveys and supported restoration ecologist during the 120-day plant establishment period. As Site Supervisor, Mr. Banuelos provided verification that the irrigation system was functioning according to site plans as well as the supervision of seeding the site. The off-set of the wetland creation was verified and coordination with field biologist to collect seed tags was completed. This TO has zero (0) incidents to date.</p>				
Sediment and Vegetation Removal, Naval Support Activity-Monterey, CA				3
<i>Start Date:</i> 5/2019	<i>Completion Date:</i> N/A	<i>Cost:</i> \$709,708.11	FFP TO	
<p><b>Site Supervisor.</b> Performed natural resource related services and oversight in a timely manner for work at the Main Grounds of NSA Monterey. Removed excess sediment and associated vegetation along approximately 2,200 feet of the approximately 3,200-foot shoreline perimeter of the lake. Mr. Banuelos also performed oversight for the compensatory mitigation that consisted of the rehabilitation of wetland and riparian areas. A total of 0.42 acres of wetland habitat and 017 acres of riparian zone was rehabilitated. This project has zero (0) incidents to date.</p>				





## SECTION D - PAST PERFORMANCE

IOEI has been delivering full-service habitat maintenance and monitoring services since the firm's beginning in 2006. IOEI was honored as the 2017 Veteran-Owned Small Business of the Year by the U.S. Small Business Association and was listed among the top 100 inner-city firms by Fortune Magazine in 2015. Our experience includes award-winning habitat restoration projects, including the Del Mar Fairgrounds Saltmarsh Restoration and the San Diego River Trail Walker Preserve, which was honored as the American Society of Civil Engineers Project of the Year. The IOEI-ECORP team brings this same level of award-winning performance to the execution of each project we undertake.

As requested in section 3.6.D of the RFP, presented below are descriptions of applicable native wetland and riparian habitat restoration and maintenance projects in Southern California successfully completed by IOEI and our subconsultant ECORP .

### D.1 Los Penasquitos Canyon Preserve Phase II Enhancement Project (IOEI)

*Project Owner:* City of San Diego Stormwater Department  
*Owner's Contact:* Julio Garcia Guzman, (619) 902-0622 , [Jgarciaquzma@sandiego.gov](mailto:Jgarciaquzma@sandiego.gov)  
*Total Project Value:* \$ 558,300  
*Completion Date:* Ongoing (est. 11/2024)  
*Firm Role:* Prime contractor

IOEI removed non-native species and performed treatment and removal of invasive species within a 29.26-acre primary enhancement area and a 0.5-acre buffer within the Los Penasquitos Canyon Preserve. Effective non-native and invasive species removal and treatment was performed in accordance with the project's Habitat Mitigation and Monitoring Plan.



The goal of this project was to physically remove and/or treat targeted non-native species, so that the invasion of these species through seed and propagule sources would be reduced significantly within the site. The objective of this work was to allow native species to replace the non-native species through natural recruitment and planting native container plants and whip cuttings. In addition, IOEI applied native seed mixes as an adaptive management strategy. Over 40 non-native palm trees were cut and removed from the site. In addition to the removal of non-native plants, the IOEI also removed all trash and inorganic debris from the primary



enhancement area, 20 ft weed-free buffer, and sewer easement. In compliance with the HMMP, the removal of trash and vegetation was conducted using all-electric vehicles, including an e-ATV and e-bicycles.

IOEI performed maintenance and monitoring of the site after the initial restoration, including watering 200 plants, weed eradication, and ensuring success of plants during the 120 Calendar Day Plant Establishment Period (PEP). IOEI and subcontractor ECORP prepared and provided pre-construction submittals including a Water Pollution Control Plan, construction schedule, schedule of values, letters of retention for biological, noise, archaeologist, and tribal monitors, monitoring staff resumes, description of herbicide(s),

verification of archeological records search, payment and performance bond, and certificate of insurance. ECORP biologists conducted baseline noise surveys and prepared GIS maps detailing non-native locations by species.

## D.2. Salt Marsh Restoration, Del Mar Fairgrounds (IOEI)

*Project Owner:* District Agricultural Association and Del Mar Fairgrounds  
*Owner's Contact:* Dustin Fuller, (858) 792-4212, [dfuller@sdfair.com](mailto:dfuller@sdfair.com)  
*Total Project Value:* \$ 1,325,000  
*Completion Date:* April 2019  
*Firm Role:* Prime Contractor

IO Environmental & Infrastructure (IOEI) was contracted by the 22nd District Agricultural Association and Del Mar Fairgrounds to restore approximately 6-acres of parking lot and non-native areas to a functioning salt marsh in Del Mar, California. This \$1.3M five- year restoration originally called for the excavation and subsequent offsite disposal of over 18,000 tons of native soils. IOEI with the assistance of the 22nd DAA were able to redesign the



project and reuse the excavated soil on site to create a native upland salt marsh environment. Reusing the soil at the site eliminated over 750 truckloads and over 37,500 truck miles to transport the excavated material. This reduced greenhouse gas emissions, greatly improved project aesthetics, and reduced safety concerns related to truck and vehicle traffic.

This project included the replanting and establishment of native plant species and habitats, creating a natural salt marsh lagoon as part of the San Dieguito Lagoon. It also included installation of a pre-fabricated walking bridge.

IOEI performed demolition, earthwork, grading, concrete pavement, stormwater drainage systems, fencing, traffic control, decomposed granite trail, landscape, and erosion control. IOEI self-performed all tasks except hydroseeding and biological monitoring.

Stringent regulatory requirements apply to construction projects in jurisdictional wetlands, and achieving and maintaining compliance can delay projects and impact project budgets. To ensure compliance, IOEI worked closely with regulatory agencies and conducted an evaluation to determine the boundaries of newly-established jurisdictional wetlands. We assembled available site information including soil survey and topographic maps, and conducted field flagging of designated wetland areas; consulted with federal and local regulatory agencies; participated in a kick-off meeting regarding site conditions and development of wetlands; delineation of wetland areas meeting state and local wetland definitions with flagging; GPS mapping of wetland boundaries and reporting of field activities.



The project area included potential habitat for threatened and endangered species. To address this concern and ensure protection of T&E species, IOEI obtained and referenced official species lists from the U.S. Fish and Wildlife Service; prepared and submitted site survey plan specific to listed species; visited sites and conducted biological survey of sites for presence or likely presence of species listed under the Endangered Species Act and state laws; documented findings

in survey report including effects determination; prepared and submitted site survey plans, draft biological survey reports, and final survey reports addressing government review comments.

Based on IOEI's performance on the initial habitat restoration phase of work, the project owner initiated a change order to the contract awarding five years of continued O&M at the site. IOEI's partnership with the project owner and involved regulatory agencies is promoted as a model for collaboration on coastal construction projects in San Diego County.

### D.3. San Diego River Trail, Walker Preserve (IOEI)

*Project Owner:* City of Santee  
*Owner's Contact:* Steven Miller, (619) 258-4100 X-176, [smiller@cityofsantee.ca.gov](mailto:smiller@cityofsantee.ca.gov)  
*Total Project Value:* \$ 1,852,098  
*Completion Date:* June 2016  
*Firm Role:* Prime Contractor

IO Environmental & Infrastructure (IOEI) constructed approx. 1.3 miles of recreational trails along the San Diego River on the Walker Preserve. Work included installation of 3800 tons of stabilized decomposed granite on walkways, installation of Trex Select Brown header board, galvanized steel stakes, heavy grading, landscape irrigation, native planting, erosion control, archeological and biological monitoring, environmental signage, custom Cor-Ten steel sign frames, over 15,000 linear feet of lodge pole fencing with footings, 400 linear feet wire rope fencing, 350 linear feet of black coated chain link fencing, galvanized steel pipe gates for utility access points, site furnishings, concrete sidewalks, pervious concrete, mow curb, site amenities, shade shelter installation, storm drain installation, installation of new fire hydrant and potable water lines, ADA ramps at crosswalks, curb and gutter, roadway striping, asphalt patching, traffic control, raising utility man holes, and heavy timber framing with antique hardware. IOEI's self-performed all civil work on this project.



Scope performed on this project includes:

- **Rehabilitation of Existing Trail** - IOEI's field crew graded and improved 1.3 miles of recreational trails along the San Diego River on the Walker Preserve.
- **Demolition and Site Work** - IOEI performed demolition of existing structures, clearing, grubbing, and grading the site in accordance with final site plans and specifications.
- **Paving and Site Improvements** – IOEI constructed concrete sidewalks, concrete curb and gutter, constructed ADA-compliant ramps at crosswalks, installed pervious concrete in select areas to improve infiltration, conducted asphalt patching and roadway striping. A **shade structure** was constructed at the trailhead with benches and tables installed underneath. A bicycle repair station was also installed with tools and an air pump for public access.
- **Installation of Stormwater Drainage System** – Site grading was performed to meet project plans and specifications for drainage control. Storm drains and culverts were installed at several locations to facilitate drainage below trail.
- **Installation of New Site Furnishings and Signage** - Environmental education signage was installed. Custom designed and fabricated signs were installed using



custom Cor-Ten steel sign frames to complement the trail aesthetic and provide durability.

- **Preparing and Implementing Site-Specific Safety Plans** – IOEI prepared a project-specific Health and Safety Plan governing site operations, crew training requirements, and PPE. Among site hazards were heat, electrical and subsurface utility hazards, and biological hazards (snakes and scorpions).
- **Following SWPPP and Quality Control Plan** –All of IOEI’s construction and restoration work was conducted in compliance with applicable federal, state, and local regulations and permitting requirements; the site was surveyed and a topographic map was prepared; and Stormwater Pollution Prevention Plans and Spill Prevention Plans were prepared governing field construction activities. Field operations were conducted in compliance with an Environmental Protection Plan, SWPPP, and Quality Control Plan.
- **High Degree of Environmental Restrictions** – This project was constructed in an ecologically rich and environmentally sensitive riparian area. IOEI’s crew conducted an environmental evaluation for the boundaries of wetlands; conducted a site survey with field flagging of wetland delineation; and mapped trails, planting areas, and **habitat restoration areas, including newly-created wetlands**. Plantings included California native species, resulting in the expansion of native plant habitat and providing improved habitat for regional fauna as well. Planting was done using an approved native plant palette, with irrigation installed to facilitate early plant development.
- **Municipal Government Project** – This project was contracted by the City of Santee, and work was completed in accordance with applicable plans and specifications.

This project was awarded the American Society of Civil Engineers Prestigious “Outstanding Civil Engineering Project”.

**Award-winning project**  
San Diego River Trail Walker Preserve Was Awarded the American Society of Civil Engineers Prestigious “Outstanding Civil Engineering Project”

#### D.4 Wetland Buffer Creation and Management for Wetland Protection, Naval Base Ventura County, Point Mugu (IOEI)

*Project Owner:* Naval Facilities Engineering Systems Command Southwest Division  
*Owner’s Contact:* Michele Desrochers, 619-705-5667, michele.a.desrochers.civ@us.navy.mil  
*Total Project Value:* \$ 126,011  
*Completion Date:* June 2024  
*Firm Role:* Prime Contractor

IOEI completed this habitat restoration project at the Naval Base Ventura County Point Mugu (NBVC PM), Ventura County, California to restore coastal wetland habitat for protection of populations of the federally endangered Salt Marsh Birds Beak (SMBB), least Bell’s vireo (LBVI), and the endangered light-footed Ridgway’s Rail (LFRR). The focus of IOEI’s field activities associated with this project was to remove ice plant where it encroaches on SMBB populations and at locations where an invasive snail species has been detected at NBVC PM. This invasive snail, the Chocolate-band snail, is not known to occur anywhere else in the western United States. Ice plant removal was implemented to eliminate habitat that harbors these snails.



This project had three primary objectives:

- Treatment of ice plant with mechanical and chemical methods to stop the threat from encroaching ice plant and allow for increase in SMBB population size. Ice plant provides refuge for a non-native invasive snail.
- Removal of ice plant in approximately four acres of habitat adjacent to occupied LBVI habitat, allowing native plants to become established and provide additional habitat for LBVI. This will help compensate for recent losses in available LBVI habitat due to hangar development.
- Help to stop the spread of an invasive snail that threatens listed species (SMBB and LFRR) habitat.

Project objectives were achieved, with mechanical methods used for weed removal on approximately 16.8 acres of habitat, and chemical weed treatment methods implemented on approximately 10.52 acres of threatened species habitat. Site areas were surveyed by IOEI using GPS and site area values were derived from resultant GIS shapefiles. Without this restoration, sea fig left in place would have led to expansion of the snail population to the detriment of listed species and their habitats.



#### **D.5 La Playa & San Diego River Area Four Year Site Maintenance 4 (IOEI)**

*Project Owner:* Naval Facilities Engineering Systems Command Southwest Division  
*Owner's Contact:* Mr. Deogracias Solis  
*Total Project Value:* \$ 96,900  
*Completion Date:* August 2022  
*Firm Role:* Prime contractor

IO Environmental and Infrastructure, Inc. (IOEI) prepared this report for Naval Base Point Loma (NVPL) documenting actions implemented to address plant establishment for long term survivability of previously installed native plant material and monitoring of sediment erosion in an area with highly sensitive resources. The project area encompasses approximately one-half acre in a highly traveled and publicly used location along the Point Loma shoreline.



The La Playa Waterfront site area is composed of two (2) relatively narrow (10-15 feet wide) beltways that parallel the eastern Point Loma shoreline, in San Diego, California. The southernmost boundary of the La Playa Waterfront area lies approximately 600 feet north of Qualtrough Street (Figure 1). The southern portion of the La Playa Waterfront Area (Restoration Area A) extends approximately 725 feet north-northwest from the southernmost point near Qualtrough Street. The southernmost end of Restoration Area B is located approximately 70 feet northwest of the pier/dock pictured in Figure 1. Restoration Area B extends approximately 400 feet to the northwest.

The San Diego River Area site is shown in Figure 4, a new pipeline alignment was reinstalled on the underside of the Pacific Highway Bridge to cross the San Diego River. The only area native vegetation that was impacted was *Baccharis salicifolia* (mulefat) at the south bridge abutment. This area of disturbance, about 288 square feet, was restored by replanting mulefat. In addition, a containment system, including silt fences/gravel bag berms, was installed, and inspected to protect the river from waste and construction debris.

IOEI performed maintenance of existing plant material, monitoring and replacement of existing stormwater BMPs along waterfront banks, and prepared site documentation (Accident Prevention Plan, Work Plan, progress reports, and final report). Prior to performing site maintenance, the work areas were surveyed and photographed to create a baseline for plant maturity and health.

In each of these replanted areas, maintenance of revegetated areas began immediately after planting was completed. Maintenance included weed removal by hand; herbicides and pesticides were not used in the performance of this project.

#### **D.6. FY17 Maintenance for PUD Mitigation Sites Including Weed Removal, Herbicide Application, Plant Installation, Re-Seeding, and Other Minor Maintenance (IOEI)**

*Project Owner: City of San Diego Public Utilities Department*  
*Owner's Contact: Tammy Ferguson, 619-236-6043, TFerguson@sandiego.gov*  
*Total Project Value: \$ 35,760*  
*Completion Date: 2018*  
*Firm Role: Prime contractor*

IOEI performed as-needed habitat maintenance for the City of San Diego's Public Utilities Department at various sites, including Rancho Mission, Lake Murray, San Diego River, Rose Canyon and San Clemente Canyon. The City of San Diego Public Utilities Department had completed a number habitat restoration projects to serve as compensatory mitigation for impacts to sensitive habitats including wetlands. These sites had completed 5 years of active maintenance and received regulatory sign off from the resource agencies. IOEI supported the City in its requirement to protect and manage these sites through ongoing maintenance.

Non-native species including pampas grass, tree tobacco, Mexican fan palms, tamarisk, thistle, sweet clover, and pepper trees were removed using mechanical and chemical methods with a focus on perennial species. Herbicide was applied when required by a qualified applicator licensed by the California Department of Pesticide Regulation.

Mitigation sites included the following:

##### **San Diego River Wetland Creation Site**

The San Diego River Wetland Creation Project is located on a Public Utilities owned parcel located immediately adjacent to the San Diego River, north of Camino Del Rio North, west of I-15, and east of Mission Center Parkway in the Mission Valley Community of the City of San Diego. This site consists of 3.43 acres of riparian habitat and approximately 2 acres of Diegan coastal sage scrub. Site activities included semi-annual/quarterly maintenance to control non-native annuals, such as sweet clover.

##### **Lake Murray Restoration**

The Lake Murray Mitigation Project is in the City of San Diego's Mission Trails Regional Park. It is located in the area just west of Lake Murray in the Del Cerro neighborhood of the Navajo Community. The Lake Murray site includes 2.5 acres of wetland



enhancement and approximately 5.2 acres of upland restoration. The site required herbicide application to control non- native annuals.

### **Tecolote Canyon Balboa and Grove Sites**

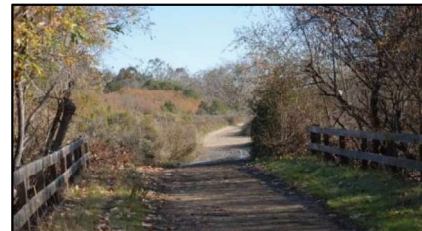
The Tecolote Canyon Mitigation Project provides mitigation for impacts associated with projects within Tecolote, Mt. Elbrus, East Clairemont, and Manning Canyons. The Balboa site is located south of Balboa Avenue, and the Grove site is located south of the Tecolote Golf Course and north of the University of San Diego. The Tecolote Canyon Balboa and Grove Sites are two separate areas that are a mix of wetland and upland habitats totaling approximately 5 acres. These sites required minor removal of non-native species.

### **Rancho Mission Canyon Enhancement**

The Rancho Mission Canyon Wetland Enhancement Project is located in the City's Rancho Mission Canyon Open Space Park, south of Mission Gorge Road, north of Navajo Road, and on either side of Margerum Way in the Allied Gardens Community of the Navajo Community Planning Area. The Rancho Mission site is approximately 13.5 acres and includes 7.59 acres of enhancement and 1.53 acres of restoration of wetland habitats. This site required semi-annual maintenance to control invasive species such as Mexican fan palms, mustard, pampas grass, and salt cedar.

### **Rose Creek Mitigation Site**

The Rose Canyon Mitigation Project is located in the Rose Canyon Open Space Park, starting approximately one half mile west of Genesee Avenue and continuing another one half mile further west into the park. Activities at this site included quarterly maintenance visits to control non-native annuals. Non-native species were treated via herbicide application and/or hand removal.



### **San Clemente**

The San Clemente Canyon Mitigation Project provides mitigation for impacts associated with Public Utilities projects within San Clemente Canyon/Marian Bear Memorial Park and surrounding watershed. Support at this site included quarterly maintenance visits to control non- native annuals. Non-native species will be treated via herbicide application and/or hand removal.

## **D. 7 Los Penasquitos Canyon Preserve Phase II Enhancement Project, San Diego County (ECORP)**

**Project Owner:** City of San Diego as a subconsultant to IO Environmental & Infrastructure, Inc.  
**Owner's Contact:** Julio Garcia Guzman, (858) 654-4199, [Jgarciaquzma@sandiego.gov](mailto:Jgarciaquzma@sandiego.gov)  
**Project Budget:** \$160,900  
**Completion Date:** Ongoing (est. 11/2024)  
**Firm Role:** Subcontractor to IO Environmental & Infrastructure, Inc.

ECORP is providing biological and cultural oversight, monitoring, and documentation for the City of San Diego Stormwater Department in accordance with the Mitigation Monitoring and Reporting

Program and Final EIR for the Municipal Waterways Maintenance Plan. Invasive plant removal and supplemental planting and seeding are being conducted during an initial implementation phase and a 120-day maintenance and monitoring period within the approximately 30-acre project area. Several sensitive plant species are present in the project area and are being monitored for avoidance.

Biological monitoring includes noise monitoring to avoid impact to sensitive birds with potential to occur in the area including California gnatcatcher, least Bell's vireo, southwestern willow flycatcher, and Ridgeway's rail. Nesting bird surveys are being conducted during the avian nesting season. Access coordination and monitoring was conducted to minimize impact to waterways and native vegetation.

Reporting for the project includes a Biological Construction Monitoring Exhibit, Cultural Resources Monitoring and Treatment Plan, Pre-Activity Habitat Suitability Survey Report, Biological Monitoring Schedule, Nesting Bird Survey Report, Pre-Construction Noise Analysis Report, Non-Native Vegetation Re-Mapping Report, Cultural Monitoring Report, Biological Monitoring Report, and As-Built Report.

## **D.8 Environmental Compliance and Riparian Restoration for Streambank Stabilization Project, Poway, San Diego County (ECORP)**

*Project Owner: City of Poway*  
*Owner's Contact: John Tolliver, (619) 808-8588*  
*Project Budget : \$100,000*  
*Completion Date: 2017*  
*Firm Role: Prime*

This project involved agency coordination, biological monitoring, CEQA documentation, mitigation and monitoring plans, preparation of technical studies, site surveys, special studies, and Environmental Management Program compliance services.

The scope of work for the project was to determine the causes of erosion in the channel and design, permit, and implement a bioengineered solution that would be able to handle the velocities and shear stress that occur at each of two areas of erosion, as well as the rest of channel reach. The project is a follow-up condition of an emergency permit issued in December 2009 (RGP 63) that allowed the City to provide temporary stabilization measures for two areas of erosion. The project expanded the scope to include an assessment of the channel banks along the full reach of channel. In order to eliminate the acceleration of flow along this reach, the channel bottom was widened several feet, and the channel banks were laid back at a 2:1 slope to open up the channel and stabilize banks that allow installation of Turf Reinforcement Mat (TRM) and vegetation to establish. Following grading of the channel, a revegetation plan was implemented, and environmental monitoring occurred through the first two wet seasons to ensure that native vegetation was establishing and that the stabilization improvements were successful. A cost-saving monitoring program was designed for the project so that more frequent monitoring was performed by the City of Poway Public Works. Services provided include:

- General biological survey, tree survey, jurisdictional delineation
- Technical reports, CEQA documentation
- Agency coordination, regulatory permitting (404/401/1602)
- Cultural resources assessment



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Restoration/revegetation plans and specifications

Conceptual revegetation plan

Revegetation monitoring

Preconstruction surveys

Construction monitoring

Environmental permit compliance support through complete agency sign-off

This project involved community outreach to the local residents along the streambank. ECORP was retained for the project to conduct routine monitoring visits and provide direction the City and maintenance staff on activities and remedial actions that need to be made to meet success criteria. ECORP assisted the City with obtaining sign-off from permits issued by USACE, RWQCB, and CDFW.

The mapping team at ECORP played a critical support role in the completion of all the surveys, studies, monitoring, and reporting. ECORP mapping designed and maintained databases for the natural resources surveys, coordinated with city engineering on project impacts, performed impact analysis and calculations, designed and produced map figures and graphics, and coordinated GPS field data collection.

## **D. 9 Installation Restoration (IR) Site, Oversight of Weed Removal, Camp Pendleton, San Diego County (ECORP)**

*Project Owner:* NAVFAC SW as a subconsultant to SDV Engineering & Construction  
*Owner's Contact:* Diana Pino, (619) 961-8092, [dianap@sdvjv.com](mailto:dianap@sdvjv.com)  
*Project Budget :* \$57,855  
*Completion Date:* 2015  
*Firm Role:* Subconsultant

SDV JV was contracted to perform Installation Restoration (IR) Site remediation of six sites located on Marine Corps Base Camp Pendleton (MCBCP). Following contaminated soil removal and back-fill with clean soil, the final phase of the operation was to perform habitat restoration at each of the six IR sites. Implementation of habitat restoration activities commenced during fall 2008, so the sites have been maintained and monitored for nearly four years to date. In order to assist with achieving success criteria detailed in the Revegetation Plan for this Project, SDV Engineering & Construction (SDV JV) has elected to increase maintenance efforts on the five IR sites and perform select remedial habitat restoration work. The IR Restoration sites included Site 30, Site 1111, Site 1A, Site 1A1, Site 1D, and Site 1H. One site was assessed in October 2012 by IO Environmental & Infrastructure, Inc. and the Navy and it was determined that remedial measures were not necessary i.e., Site 1111). SDV JV contracted ECORP provided oversight of maintenance crew (Habitat West) during non-native plant abatement/eradication activities (referred to as Phase 001) that took place prior to remedial habitat restoration work. ECORP was contracted to assist SDV JV with finalization of a 2012 Monitoring Report/Work Plan (Phase 002). Following acceptance and concurrence with this document by the Navy and MCBCP, Environmental Security, SDV JV commenced with the implementation of remedial habitat restoration activities. ECORP provided oversight of crews during this work (Phase 002), followed by routine monitoring and reporting per the Work Plan (Phase 002). Sites 1A-1, 1A, and 30 were maintained, monitored, and reported on for a period of three years whereas Sites 1D and 1H were maintained, monitored, and reported on for five years. Originally, ECORP's contract period of performance was for three years because all parties involved preferred this goal to have all sites signed off and completed within three years. However, Site 1D and 1H

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required a full 5 years to attain sign-off, so ECORP was needed to submit for the contract amendment.

## **D.10 Mitigation, Restoration, and Creation of Vernal Pool Habitat, San Diego County (ECORP)**

*Project Owner:* San Diego Unified School District as a Subconsultant to IO Environmental and Infrastructure, Inc  
*Owner's Contact:* Karen Linehan, [klinehan@sandi.net](mailto:klinehan@sandi.net)  
*Project Budget :* \$35,450  
*Completion Date:* 2014  
*Firm Role:* Subconsultant

The San Diego Unified School District constructed the Jonas Salk Area Elementary School, for the community of Mira Mesa, in San Diego, California. Mitigation was required for direct impacts to vernal pools that were located at the project site. ECORP was subcontracted by IO Environmental and Infrastructure, Inc. (IOEI) to provide various restoration ecology and biological services during the vernal pool mitigation effort.

ECORP was responsible for providing supplemental oversight of the mitigation work which includes vernal pool and upland restoration at the 12.7-acre McAuliffe Mitigation Site and the 3.4 acre Carroll Canyon Mitigation Site. ECORP assisted IOEI with review of permits, restoration plan, and grading plan; conducted pre-grading nesting bird surveys; provided biological site inspections during fill-pad removal; provided oversight of native upland species seed collection; and provided oversight of vernal pool indicator species seed collections as well as coordinated soil inoculum salvage with the U.S. Fish and Wildlife Service. ECORP also provided oversight of vernal pool microtopographic contouring, restoration, and monitoring for a 120-day plant establishment period

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## D.11 Reference Checks

The following references are provided for five past similar contracts:

- A. Project Name: Los Penasquitos Preserve Enhancement Phase II  
Project Owner: City of San Diego  
Project Reference: Julio Garcia-Guzman [jgarciaгуzma@sandiego.gov](mailto:jgarciaгуzma@sandiego.gov) 619-654-4199  
Company: IOEI  
Contract Date: February 2024  
Contract Amount: \$ 538,929
- B. Project Name: Environmental Compliance and Riparian Restoration for Streambank Stabilization Project, Poway, San Diego County  
Project Owner: City of Poway  
Project Reference: John Tolliver, (619) 808-8588  
Company: IOEI  
Contract Date: 2017  
Contract Amount: \$ 100,000
- C. Project Name: FY19 Tui Chub Habitat Enhancement, Naval Weapons Station China Lake, CA  
Project Owner: U.S. Navy  
Project Reference: Lisa VanAmburg [lisa.k.vanamburg.civ@us.navy.mil](mailto:lisa.k.vanamburg.civ@us.navy.mil) : 619-705-5551  
Company: IOEI  
Contract Date: 2024  
Contract Amount: \$ 290,548
- D. Project Name: San Diego River Trail, Walker Preserve  
Project Owner: City of Santee  
Project Reference: Steven Miller [smiller@cityofsanteeca.gov](mailto:smiller@cityofsanteeca.gov) (619) 258-4100 X-176  
Company: IOEI  
Contract Date: 2016  
Contract Amount: \$ 1,852,098
- E. Project Name: Restoration of Pickleweed Wetland Habitat for the Salt Marsh Harvest Mouse, Former Mare Island  
Project Owner: U.S. Navy  
Project Reference: Erica Cunningham [erica.l.cunningham4.civ@us.navy.mil](mailto:erica.l.cunningham4.civ@us.navy.mil) (619) 705-5580  
Company: IOEI  
Contract Date: February 2022  
Contract Amount: \$ 2154195