

**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10089624-20-V, As-
Needed Invasive Weed Management Services**

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # 10089624-20-V, As-Needed Invasive Weed Management Services (Contractor).

RECITALS

On or about 12/6/2019, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

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

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

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

**ARTICLE I
CONTRACTOR SERVICES**

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

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

**ARTICLE II
DURATION OF CONTRACT**

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

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

**ARTICLE III
COMPENSATION**

3.1 Amount of Compensation. City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed \$1,000,000.

**ARTICLE IV
WAGE REQUIREMENTS**

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

**ARTICLE V
CONTRACT DOCUMENTS**

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

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

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

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

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

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

Black Sage Environmental, Inc.

Proposer

BY:

[Signature]

PO Box 154004

Street Address

Print Name:

Kristina Peralta

SAN DIEGO, CA 92195

City

Director, Purchasing & Contracting Department

619-876-0745

Telephone No.

Date Signed

14 MAY 2020

jallen@blacksageenvironmental.com
E-Mail

BY:

[Signature]

Signature of
Proposer's Authorized
Representative

Approved as to form this 14 day of

May, 202020
MARA W. ELLIOTT, City Attorney

Jason W. Allen

Print Name

BY:

[Signature]
Deputy City Attorney

President

Title

2/19/20

Date

EXHIBIT A
PROPOSAL SUBMISSION AND REQUIREMENTS

A. PROPOSAL SUBMISSION

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

1.1 Reserved.

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

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

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

1.4.1 Reserved.

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

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

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

Tab A - Submission of Information and Forms.

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

2.2 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 Additional Information as required in Exhibit B.

2.8 Reserved.

2.9 One copy of the safety data sheet (SDS) for each product bid. Only those products whose label and MSDS clearly state the contents, hazard potential, and protective measures required shall be considered for purchase.

Tab B - Executive Summary and Responses to Specifications.

2.10 A title page.

2.11 A table of contents.

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

2.13 Proposer's response to the RFP.

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

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

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

5. Quantities. The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the

demands of the City. Any variations from the estimated quantities shall not entitle the proposer to an adjustment in the unit price or any additional compensation.

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

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

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

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

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

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

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

9. Public Records. By submitting a proposal, the proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by

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

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

B. PRICING

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

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

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

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

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

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

C. EVALUATION OF PROPOSALS

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

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

3. Evaluation Process.

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

3.2 Reserved.

3.3 Reserved.

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

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

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

	MAXIMUM EVALUATION POINTS
A. Responsiveness to the RFP:	<hr/> 15
1. Thoroughness and detailed of proposal	
B. Staffing Plan:	
1. Qualifications and experience of personnel (10)	25
2. Availability/geographical location of personnel for required tasks (5)	
3. Clearly defined roles/responsibilities of personnel (5)	
4. Longevity of personnel (5)	
C. Proposer's Capability to provide the services and expertise:	30
1. Education and relevant experience of the proposer based on resumes submitted with the proposal (10)	
2. Supervisory experience (5)	
3. Knowledge/understanding of Multiple Species Conservation Program (MSCP) land management (5)	
4. Integrated Weed Management knowledge and skill (5)	
5. Capacity/capability to meet The City of San Diego needs in a timely manner (5)	
D. Past performance:	25
1. Years of practice in San Diego County native habitats (5)	
2. Success/experience executing projects on public lands (5)	
3. Experience in a variety of habitat types (5)	
4. Experience with early detection and rapid response (5)	
5. Reference checks – five past similar contracts with maximum of two with the City of San Diego (5)	
E. Cost	<hr/> 5
SUB TOTAL MAXIMUM EVALUATION POINTS:	<hr/> 100
SUB TOTAL MAXIMUM EVALUATION POINTS:	<hr/> 100
F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*	12
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	<hr/> 112

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

D. ANNOUNCEMENT OF AWARD

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

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

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

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

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

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

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

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

4. Reserved.

5. Reserved.

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

**EXHIBIT B
SCOPE OF WORK**

A. BACKGROUND

The City of San Diego, Public Utilities Department (Department) owns and manages nearly 40,000 acres of watershed lands in mostly rural San Diego County (Appendix 1). This project is to provide the Department with As-Needed Invasive Weed Management Services specifically related to terrestrial invasive weed control, native biomass management, and habitat enhancement to protect natural resources on Department lands and source waters in the reservoirs. The overarching goal is aimed at protecting desirable native plant communities to prevent infestations, rather than merely controlling weeds.

B. OBJECTIVES

The Department seeks a contractor (Contractor) to assist with proactive and reactive invasive weed management on source water landscapes to protect habitat and water resources.

C. LICENSES

To perform the work described in this solicitation, proposers must hold a current State Contractor's C-27 license and a valid Qualified Applicator License.

	License Number	Expiration Date	Name
State of California Contractor's License	Class: No.:		
Qualified Applicator License			

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

D. OVERVIEW OF SERVICES

Section E list typical tasks and illustrate elements of the services that the Contractor may perform. The Contractor shall have the capacity to complete all listed and related examples; however, not all tasks outlined herein shall necessarily be authorized during the performance of this contract. Separate task orders developed for as-needed support shall include a site-specific scope, schedule and compensation necessary to complete a given task.

The Contractor shall work in collaboration with the San Diego Management and Monitoring Program's *Management Priorities for Invasive Non-native Plants, A Strategy for Regional*

*Implementation, San Diego County, California*¹ to identify and prioritize management actions. The Contractor shall provide services to ensure planning and permitting activities remain in compliance with jurisdictional regulations.

To protect the ecosystem services of native plant communities, tasks may include habitat enhancement to remedy disturbance related to post invasive weed management.

E. CONTRACTOR TEAM AND REQUIRED TASKS

The Contractor shall have staff capable of performing all tasks listed below. Typical professional knowledge and experience include: a keen understanding of Integrated Weed Management, identification of invasive and native plants, understanding of the constraints of weed management in riparian zones, invasive weed phenology, seed bank viability, native habitat enhancement, jurisdictional limitations, GPS/GIS or other forms of mapping, minor erosion control and controls to limit seed or propagule movement over the landscape.

1.0 Adaptive Management

It is understood that invasive weed management is a long-term proposition and involves multiple strategies for effectiveness. Intrinsic in adaptive management is the ability to prioritize control targets based on extent and potential to expand, shifting priorities based on temporal changes, or the need for rapid response. The Contractor shall have the ability to manage invasive weeds in an adaptive manner.

2.0 Integrated Weed Management

In 2008 the California Invasive Plant Council introduced a strategic approach for Integrated Weed Management (IWM). The policy states, “IWM requires integration of multiple program components—prevention, early detection/rapid response, mapping, control, revegetation and monitoring—with site-specific selection of on-the-ground control methods—mechanical, chemical, biological and cultural—based on factors including effectiveness, efficiency, practicality, ecological impact, and safety.”²

Weed management services may entail a variety of approaches and techniques. Correctly identifying native species and invasive non-native species and effectively controlling the invasive plants are key. The Contractor shall incorporate IWM into all weed management actions.

2.1 Prevention

Preventing invasive populations is the most cost-effective approach to weed management. Several land management approaches contribute to the prevention of establishment of invasive plants. The Contractor will work with Department staff to prevent the spread of invasive weeds with a focus on the following tactics.

¹ https://sdmmp.com/view_project.php?sdid=SDID_201612021615.78

² <https://www.cal-ipc.org/wp-content/uploads/2017/10/Cal-IPC-Policy-on-IWM.pdf>

2.1.1 Develop Thresholds for Action

The management of invasive weeds on watershed lands is a daunting task, primarily limited by funding. The Contractor shall have the ability to develop site-specific IWM plans that prioritize management actions to direct funds that best protect ecosystem services for source water resources. Any plans developed may include a long-term strategy that incorporates action thresholds and cost-benefit analysis.

Site analyses and resultant actions should consider tolerable levels of invasive plants. The analysis should include the potential of invasive plants to migrate and the influence of invasive plants from upper tributaries or on adjacent properties.

2.1.2 Seed Dispersal

Many vectors can promote invasive seed dispersal including vehicles, domestic and non-domestic animals, erosion, or wind and water. Preventing dispersal is an effective way to limit the population extent. The Contractor shall have a developed understanding of spatial and seasonal ability of seed dispersal, and will work with Department staff to incorporate seed dispersal management into long-range actions. Tactics shall include:

- Control efforts to minimize seed shattering
- Wash off-road vehicles and collect seed material
- Reduce unauthorized access to limit spread by trespassers
- Employ rapid response along roads and trails

2.1.3 Minimize Soil Disturbance

The Contractor shall minimize anthropogenic disturbance and note natural disturbances that may promote the establishment of invasive weeds. The Contractor staff shall not travel off existing, well defined roads without authorization from watershed staff. When weed abatement results in disturbance or bare ground, the Contractor may be asked to mediate the disturbance in favor of native plants.

2.2 Early Detection/Rapid Response

Using this IWM technique can halt small populations before they become costlier to manage. The Contractor shall have the ability to detect new infestations early and deploy rapid eradication response in an effective way to manage weeds. The Contractor may be tasked with working with regional stakeholders on rapid response scenarios, including mapping.

2.3 Mapping

The Contractor shall have the ability to geospatially identify invasive populations. This can occur using GPS, remote sensing, or hand plotting on USGS topo maps when cell service is not available. The Contractor shall provide the data to Department staff and may be asked to submit spatial data to CalWeedMapper or other mapping applications to aide in regional weed management efforts.

2.4 Control

To protect the ecosystem services of native plant communities, the Contractor shall have a basic understanding of a variety of habitat types on Department lands and the fundamentals of systems theory. The Contractor shall understand how weed management actions can impact the intended target and potential unintended consequences, including secondary invasions.

The following are typical weed management services. One or more of these services may be required at a variety of sites.

2.4.1 Manual and Physical Control

Manual and physical control of invasive weeds shall be done in a manner that will not cause erosion or damage property, including native habitats. The Contractor shall have the tools, or the ability to rent the tools, and the skill to perform a wide variety of manual and cultural weed control techniques, including, and not limited to, the following:

- Chain saws
- Girdling
- Hand removal
- Mulching & solar sterilization
- Mowing & string trimming
- Propane flaming

In addition, the Contractor shall be willing to work in conjunction with the Urban Corps of San Diego or the California Conservation Corps.

2.4.2 Chemical Control

Herbicide application is frequently the most efficient and cost-effective way to control invasive weeds. The Contractor shall have a current California Department of Pesticide Regulation, Qualified Applicator License during the term of this contract, and abide by all applicable rules and regulations regarding pesticide use. The Contractor shall provide all pesticides, adjuvants, and dye markers, and be responsible for the legal disposal or recycling of empty pesticide related containers. The Contractor may provide chemical control using the following herbicide applications treatment options:

- Foliar spray
- Basal bark spray
- Stem injection
- Cut stump treatments
- Cut swab
- Pre-emergent applications

2.4.3 Biological Control Monitoring

The Contractor may be tasked with monitoring biological control efforts, including site analysis, photo documentation or mapping.

2.5 Habitat Enhancement or Restoration

Native habitat enhancement or restoration may be implemented in conjunction with prevention or control techniques to limit weed re-infestation or infestation at disturbed sites.

2.5.1 Native Species

To minimize the effects from soil disturbance because of weed management, the Contractor may be tasked with enhancing or restoring native habitats. The Contractor shall have fundamental knowledge of riparian and upland restoration and streambank bioengineering. Implementation may include seeding, planting potted natives or cuttings, applying mulch and short-term maintenance.

2.5.2 Erosion Control

The Contractor shall have skills and resources to provide fundamental erosion control service to protect water quality. Habitat enhancement may include erosion control.

2.6 Pre-control Species Monitoring

Most of the Public Utilities sites contain environmentally sensitive habitats. Weed management activities in these areas require the ability to monitor for seasonal presence of sensitive species. The Contractor may monitor for sensitive species, per state and federal law, and shall have staff able to do species specific monitoring.

2.7 Post-control Monitoring

Some of the Contractor's tasks may be linked to grant funding for weed management. In the cases where monitoring is included in the funding agreement, the Contractor may perform the monitoring and prepare reports appropriate for the grant program including, and not limited to: control technique efficacy, photographic documentation, mapping or other tasks related to weed management and a grant agreement.

2.8 Cultural Resources

There are numerous culturally significant areas on and under Public Utilities lands. The Contractor shall have a rudimentary understanding of cultural resources and avoidance. Any observance of cultural resources shall be expressed to Department staff, including pictures, location and basic site condition as soon as possible. No cultural resources shall be removed and the Contractor shall not reveal the cultural resources content nor location.

3.0 Biomass Management

In addition to weed management, the Public Utilities is responsible for managing native habitat. There may be occasions where pruning is warranted and includes native shrubs and trees. Biomass management may occur as part of fire management planning, outside of the City’s Fuel Management zones. The Contractor must have foundational knowledge of the regions native plant habitat types and plant species, and the ability to prune native plant species appropriately.

F. TECHNICAL REPRESENTATIVE

The Technical Representative for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract.

G. COMPENSATION SCHEDULE (*See Black Sage Compensation Schedule, included after this section)

Contractor must complete the section in its entirety to be considered responsive to the RFP. Pricing shall be inclusive of all costs per the scope of services described herein. **Section B. Additional Staff and Section C. Herbicides and Equipment**, of this Compensation Section will not be considered in the evaluation of points assessed for Cost per Exhibit A, 3.6 Evaluation Criteria.

Section A: Labor

Compensation Schedule			
Item No.	Description	Cost	UOM
1	Standard hourly rate for Labor	\$ _____	Per Hour
2	Standard hourly rate for Skilled Labor	\$ _____	Per Hour
3	Standard hourly rate for Pesticide Applicator	\$ _____	Per Hour

Compensation Schedule			
Item No.	Description	Cost	UOM
4	Standard hourly rate for Foreman	\$ _____	Per Hour
5	Standard hourly rate for Supervisor	\$ _____	Per Hour
6	Standard hourly rate for Report Writing	\$ _____	Per Hour
7	Standard hourly rate for Geospatial Mapping	\$ _____	Per Hour

Section B: Additional Staff

Compensation Schedule			
Item No.	Description	Cost	UOM
1	Additional Staff not defined in Section A Labor: a. b. <i>Add more lines as necessary</i>	\$ _____ \$ _____	Per Hour

Section C: Herbicides and Equipment

Compensation Schedule			
Item No.	Description	Cost	UOM
1	Herbicide Cost: a. b. <i>Add more lines as necessary</i>	 \$ _____ \$ _____	Per OZ
2	Equipment Rental: a. b. <i>Add more lines as necessary</i>	 \$ _____ \$ _____	Per Hour



www.blacksageinc.com

jallen@blacksageenvironmental.com

P.O Box 154004
San Diego, CA 92195
619-876-0745

**The City of San Diego, Public Utilities Department
As Needed Invasive Weed Management Services
RFP-10089624-20-V**

Compensation Schedule

Section A: Labor

1. Labor

Standard hourly rate for labor. **\$30 Per Hour**

Tasks include manual hauling of vegetation, raking and trash pickup.

2. Skilled Labor

Standard hourly rate for skilled labor. **\$35 Per Hour**

Manual and cultural weed control techniques including: chain saw operation, girdling, hand removal, mulching/solar sterilization, mowing and string trimming, chipping and propane flaming.

Habitat restoration techniques including: Seeding, planting potted natives or cuttings, pruning and installation of erosion control materials.

3. Pesticide Applicator

Standard hourly rate for Pesticide Applicator. **\$45 Per Hour**

Tasks include chemical control using the following herbicide application treatment options: foliar spray, basal bark spray, stem injection, cut stump treatments, cut swab and pre-emergent applications.

4. Foreman

Standard hourly rate for Foreman. **\$50 Per Hour**

5. Supervisor

Standard hourly rate for Supervisor. \$55 Per Hour

6. Report Writing

Standard hourly rate for Report Writing. \$55 Per Hour

7. Geospatial Mapping

Standard hourly rate for Geospatial Mapping. \$50 Per Hour

Section B: Additional Staff

1. Additional Staff not defined in Section A: Labor

- a. **Biologist** - Standard hourly rate for Biologist. \$60 Per Hour
Tasks include biological monitoring.

Section C: Herbicides and Equipment

1. Herbicide

- a. **Ranger Pro** - Standard rate per ounce for Ranger Pro. \$.25 Per Ounce
- b. **Round Up Custom** - Standard rate per ounce for Round Up Custom. \$.30 Per Ounce
- c. **Round Up Pro Max** - Standard rate per ounce for Round Up Pro Max. \$.55 Per Ounce
- d. **Garlon 4 Ultra** - Standard rate per ounce for Garlon 4 Ultra. \$1.20 Per Ounce
- e. **Fusillade II** - Standard rate per ounce for Fusillade II. \$3.45 Per Ounce
- f. **Target Pro Spreader** - Standard rate per ounce for Target Pro Spreader. \$.25 Per Ounce
- g. **Polaris AC** - Standard rate per ounce for Polaris AC. \$.95 Per Ounce
- h. **Capstone** - Standard rate per ounce for Capstone. \$.50 Per Ounce

2. Equipment

- a. **4x4 Truck** - Standard rate per hour for 4x4 Truck. \$6.25 Per Hour
- b. **4x4 Dump Truck** - Standard rate per hour for 4x4 Dump Truck. \$10.00 Per Hour
- c. **ATV/Trailer** - Standard rate per hour for ATV/Trailer. \$6.25 Per Hour
- d. **Tractor** - Standard rate per hour for Tractor. \$60 Per Hour
- e. **Tractor Mower** - Standard rate per hour for Tractor Mower. \$75 Per Hour
- f. **Chipper** - Standard rate per hour for Chipper. \$50 Per Hour
- g. **Water Trailer** – Standard rate per hour for Water Trailer. \$15 Per Hour

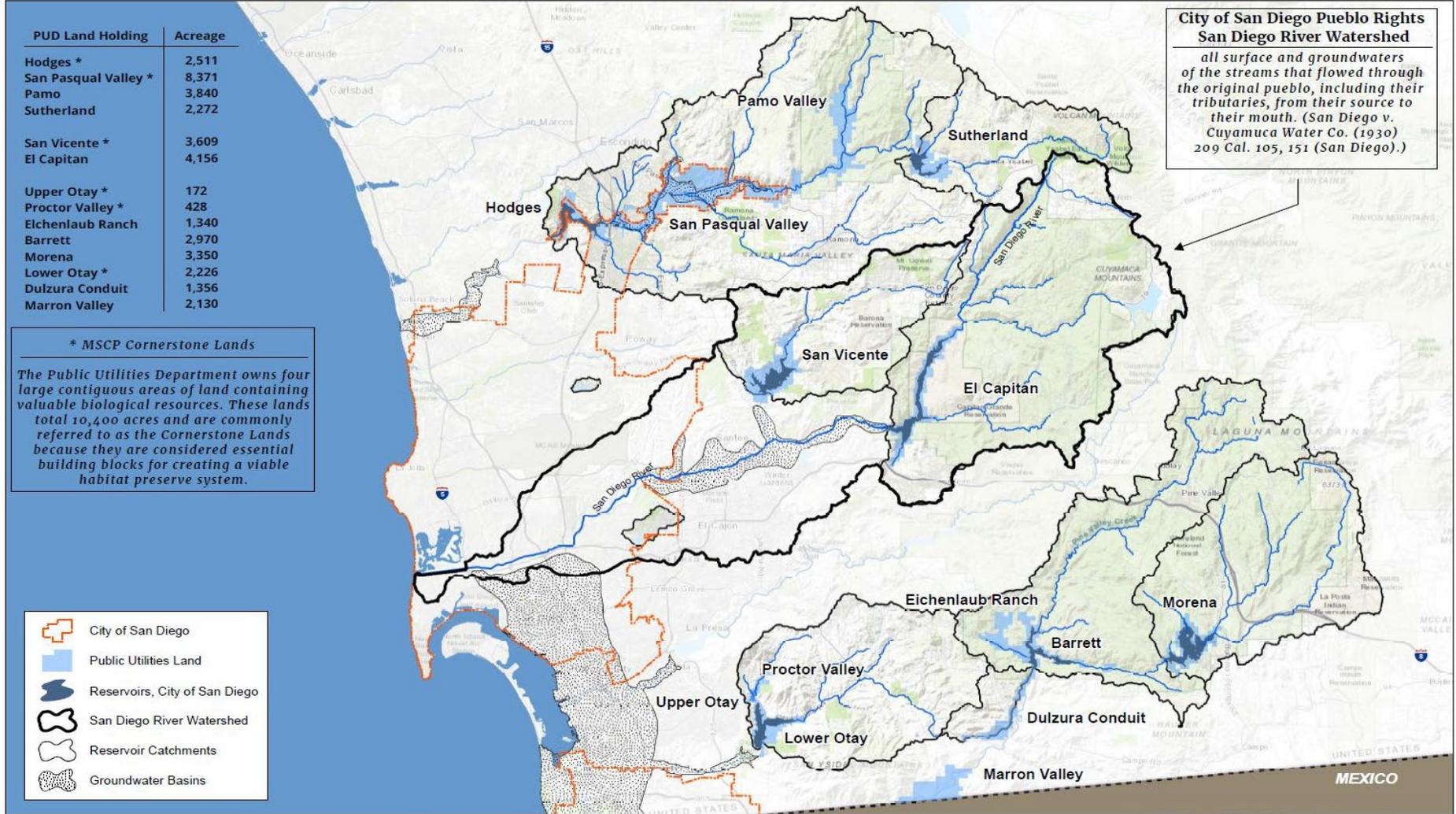
CA DIR# 1000025214

City of San Diego Business Tax Certificate# B2010021660

City of San Diego SLBE/ELBE# 17BS1391

These rates comply with City of San Diego Living Wage Ordinance and Prevailing Wage.

Appendix 1



GIS Source: SanGIS

Public Utilities Department
 Rural Lands and Water Resources

Prepared by:
 City of San Diego Public Utilities Department
 Watershed and Resource Protection Team

RFP – Goods, Services, & Consultants
 Revised: November 8, 2016
 OCA Document No. 841661_3

Addendum C
 January 30, 2020

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 10th 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 (5th) 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 (5th) 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 concerning product endorsement which requires that any advertisement referring to City as a user of a good or service will require the prior written approval of the Mayor.

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 Equal Pay Ordinance throughout the duration of the Contract.

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. Contractor shall require subcontractors performing work for contractor under their contract with the City to certify compliance with the Equal Pay Ordinance in their written subcontracts.

9.1.11.2 Notice Requirement. Contractor must post a notice informing its employees of their rights under the Equal Pay Ordinance in their workplace or job site.

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 sections 22.4201 through 22.4245. 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).

INCLUDED DOCUMENTS IN TAB A

1.0 REQUIRED FORMS

- 1.1 CONTRACT SIGNATURE PAGE**
- 1.2 CONTRACTOR STANDARDS PLEDGE OF COMPLIANCE FORM**
- 1.3 EQUAL OPPORTUNITY CONTRACTING FORMS**
- 1.4 LIVING WAGE ORDINANCE CERTIFICATION OF COMPLIANCE**

2.0 LICENSES REQUIRED IN EXHIBIT B

- 2.1 C27**
- 2.2 QAL**
- 2.3 SLBE/ELBE**
- 2.4 CITY OF SAN DIEGO BUSINESS TAX**

3.0 SDS FOR HERBICIDES

- 3.1 RANGER PRO**
- 3.2 ROUNDUP CUSTOM**
- 3.3 ROUNDUP PROMAX**
- 3.4 GARLON 4 ULTRA**
- 3.5 FUSILLADE II**
- 3.6 TARGET PRO SPREADER**
- 3.7 POLARIS AC**
- 3.8 CAPSTONE**

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

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

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

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

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

A. BID/PROPOSAL/SOLICITATION TITLE:

AS NEEDED INVASIVE WEED MANAGEMENT SERVICES

B. BIDDER/PROPOSER INFORMATION:

BLACK SAGE ENVIRONMENTAL, INC.

Legal Name		DBA	
PO BOX 154004	SAN DIEGO	CA	92195
Street Address	City	State	Zip
JASON ALLEN, PRESIDENT	619-876-0745	N/A	
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.

JASON ALLEN	PRESIDENT
Name	Title/Position
BONITA, CALIFORNIA	
City and State of Residence	Employer (if different than Bidder/Proposer)
50%	
Interest in the transaction	

ROBERTO BEJAR	VICE PRESIDENT
Name	Title/Position
SAN DIEGO, CALIFORNIA	
City and State of Residence	Employer (if different than Bidder/Proposer)
50%	
Interest in the transaction	

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

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

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

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

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

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

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

C. OWNERSHIP AND NAME CHANGES:

1. In the past five ten (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: 2/18/2014 State of incorporation: CALIFORNIA

List corporation's current officers: President: JASON ALLEN
Vice Pres: ROBERTO BEJAR
Secretary: ROBERTO BEJAR
Treasurer: JASON ALLEN

Type of corporation: C Subchapter S

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

If **Yes**, after what date: 2/18/2014

Is your firm a publicly traded corporation? Yes No

If **Yes**, how and where is the stock traded? _____

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

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

If **Yes**, please use Attachment A to disclose.

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

Limited Liability Company Date formed: _____ State of formation: _____

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

Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: _____

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

Joint Venture Date formed: _____

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

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

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Name of Bank: JP MORGAN CHASE

Point of Contact: Business Banker

Address: 2644 Jamacha Road, El Cajon, CA 92019

Phone Number: (619) 670-3306

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

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

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

Business Tax Certificate No.: B2010021660 Year Issued: 2019

F. PERFORMANCE HISTORY:

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

7. Performance References:

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

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

Company Name: City of San Diego, Public Utilities Department

Contact Name and Phone Number: Kim Wehinger 619-533-5222

Contact Email: kwehinger@sandiego.gov

Address: 9192 Topaz Way, San Diego, CA 92123

Contract Date: 9/26/2018

Contract Amount: \$25,000

Requirements of Contract: As needed invasive weed management

Company Name: Center for Natural Lands Management

Contact Name and Phone Number: Markus Spiegelberg 760-731-7790

Contact Email: mspiegelberg@cnlm.org

Address: 27258 Via Industria, Suite B, Temecula, CA 92590

Contract Date: 1/1/2019

Contract Amount: \$20,000

Requirements of Contract: As needed invasive weed management

Company Name: San Dieguito River Park

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

Contact Email: Jason@sdrp.org

Address: 18372 Sycamore Creek Road, Escondido, CA 92025

Contract Date: 1/20/2019

Contract Amount: \$15,000

Requirements of Contract: As needed invasive weed management

G. COMPLIANCE:

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

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

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

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

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?
 Yes **No**

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

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?
 Yes **No**

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

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?
 Yes **No**

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

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?
 Yes **No**

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

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?
 Yes **No**

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?
 Yes **No**

Certification # 17BS1391

3. Are you certified as any of the following:
a. Disabled Veteran Business Enterprise Certification # _____
b. Woman or Minority Owned Business Enterprise Certification # _____
c. Disadvantaged Business Enterprise Certification # _____

J. WAGE COMPLIANCE:

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

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

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

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

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

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

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

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

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

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

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

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

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

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

L. STATEMENT OF AVAILABLE EQUIPMENT:

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

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

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

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

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

Complete all questions and sign below.

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

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

- (a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).
- (c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

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

Jason W. Allen

Name and Title



Signature

2/9/20

Date

City of San Diego
CONTRACTOR STANDARDS
Attachment "A"

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

H. 4. SARA ALLEN

[Empty rectangular box for providing additional information]

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

Jason W. Allen

Print Name, Title

Jason W. Allen

Signature

2/9/20

Date

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

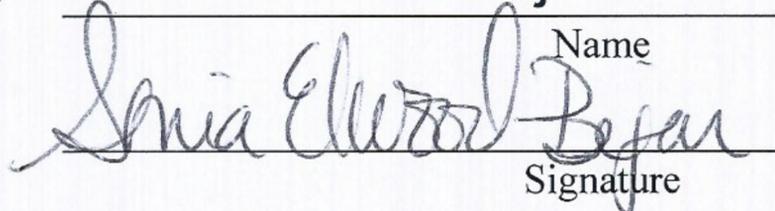
- The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.

- The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

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

Contractor Name: Black Sage Environmental, Inc.

Certified By Sonia Elwood-Bejar Title HR/Admin Assistant


 Name
 Signature

Date February 1, 2020

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*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

**NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION**

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

Name of Company: Black Sage Environmental, Inc.

ADA/DBA: BSE Inc

Address (Corporate Headquarters, where applicable): 7808 Hillandale Drive

City: San Diego County: San Diego State: CA Zip: 92120

Telephone Number: 619-876-0745 Fax Number: _____

Name of Company CEO: Jason Allen

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

Address: _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____ Email: _____

Type of Business: Natural Resource and Land Management Type of License: C-27, QAL

The Company has appointed: Sonia Elwood-Bejar

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: 7808 Hillandale Drive, San Diego, CA 92120

Telephone Number: 619-602-5902 Fax Number: _____ Email: selwood@blacksageenvironmental.com

- One San Diego County (or Most Local County) Work Force - Mandatory
- Branch Work Force *
- Managing Office Work Force

Check the box above that applies to this WFR.

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

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

(Firm Name)

San Diego, CA hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 1st day of February, 2020

Sonia Elwood-Bejar
(Authorized Signature)

Sonia Elwood-Bejar
(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Black Sage Environmental, Inc.

DATE: 2/1/2020

OFFICE(S) or BRANCH(ES): 7808 Hillandale Drive, San Diego, CA 92120

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 or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

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

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

Totals Each Column	0	0	3	0	0	0	0	0	0	0	3	1	0	0
--------------------	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Grand Total All Employees 7

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

Disabled	0	0	0	0	0	0	0	0	0	0	0	0	0	0
----------	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: Black Sage Environmental, Inc.

DATE: 2/1/2020

OFFICE(S) or BRANCH(ES): 7808 Hillandale Drive, San Diego, CA 92120

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 or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column	0	0	0	0	0	0	0	0	0	0	0	0	0	0
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Grand Total All Employees 0

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

Disabled	0	0	0	0	0	0	0	0	0	0	0	0	0	0
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**LIVING WAGE ORDINANCE
 CERTIFICATION OF COMPLIANCE**
 REQUIRED BY SAN DIEGO MUNICIPAL CODE §22.4225(c)

COMPANY INFORMATION

Company Name: Black Sage Environmental, Inc.
 Company Address: 7808 Hillandale Drive, San Diego, CA 92120
 Company Contact Name: Sonia Elwood-Bejar Contact Phone: 619-602-5902

CONTRACT INFORMATION

Contract Number (if no number, state location): San Diego, CA Start Date: TBD
 Contract Title (or description): As Needed Invasive Weed Management End Date: TBD
 Purpose/Service Provided: As Needed Invasive Weed Management Services

TERMS OF COMPLIANCE

A contractor or subcontractor working on or under the authority of an agreement subject to the Living Wage Ordinance [LWO] must comply with all applicable provisions of the LWO 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;
- (g) Maintain wage and benefit records for covered employees for 3 years after final payment;
- (h) Perform at least fifty percent (50%) of the work with its own employees; and
- (i) File a Living Wage Ordinance Certification of Compliance with the City within 30 days of becoming a covered employer.

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 comply with the requirements of the Living Wage Ordinance.

Sonia Elwood-Bejar
 Name of Signatory
Sonia Elwood-Bejar
 Signature

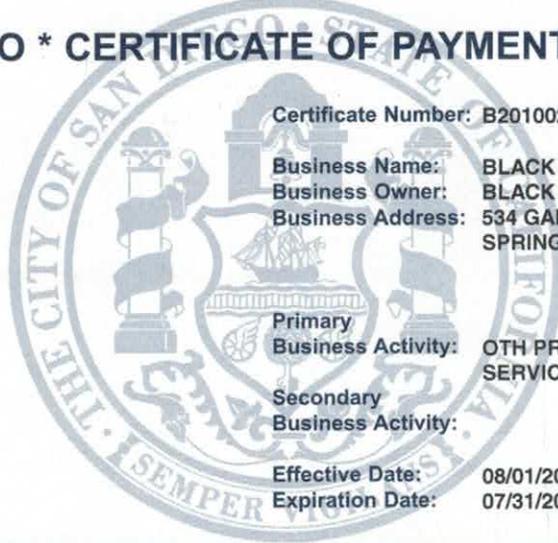
HR / ADMINISTRATIVE ASSISTANT
 Title of Signatory
02/01/2020
 Date

FOR OFFICIAL CITY USE ONLY

Date of Receipt: _____ LWO Analyst: _____ Contract Number: _____

POST IN CONSPICUOUS PLACE OR KEEP ON PERSON

CITY OF SAN DIEGO * CERTIFICATE OF PAYMENT OF BUSINESS TAX



Certificate Number: B2010021660

Business Name: BLACK SAGE ENVIRONMENTAL INC
Business Owner: BLACK SAGE ENVIRONMENTAL INC
Business Address: 534 GALEON CT
SPRING VALLEY CA 91977-6013

BLACK SAGE ENVIRONMENTAL INC
PO BOX 154004
SAN DIEGO CA 92195-4004

Primary Business Activity: OTH PROFESSIONAL/SCIENTIFIC/TECHNICAL SERVICE

Secondary Business Activity:

Effective Date: 08/01/2019
Expiration Date: 07/31/2020

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



Purchasing & Contracting Department
Equal Opportunity Contracting

October 30, 2018

Black Sage Environmental, Inc
Mr. Jason Allen
534 Galeon Court
Spring Valley, CA 91977

Subject: Small Local Business Enterprise Certification

Dear Mr. Allen:

Congratulations! We have reviewed your **renewal application** and you have been approved for re-certification as a City of San Diego Emerging Local Business Enterprise (ELBE). Your certification number is 17BS1391 and your classification is Specialty Construction. Please reference this certification number when bidding on City projects. For the City's Small Local Business Enterprise (SLBE) Program, your certification is effective October 31, 2018. This certification expires on October 31, 2020 at which time you will need to reapply in accordance with the SLBE guidelines.

To receive potential contracting opportunities, please ensure that you register with the City's web-based vendor registration and bid management system, BidsOnline™ hosted by PlanetBids System. For additional information go to:

<http://www.sandiego.gov/purchasing/bids-contracts/vendorreg.shtml>

Construction Contractors: Contractors desiring to bid as a prime contractor on City of San Diego public works construction projects must be prequalified in accordance with the San Diego Municipal Code §22.3004(a). Please review the Notice to Contractors regarding changes to Contractor Prequalification Program, effective 10/1/16 in Enclosure 1.

If an applicant is seeking bid on a specific project, the prequalification application must be received at least two weeks **prior** to the bid due date. Upon prequalification approval, an automated email notification will be forwarded from PlanetBids. Please be sure to print your prequalification approval letter for your records.

For questions regarding the Prequalification Program, please contact Public Works – Contracting at (619) 533-3450.

For questions regarding the Small Local Business Enterprise (SLBE) Program, please contact Equal Opportunity Contracting at (619) 236-6000.

If there are any changes in your firm's status during this certification period, you are required to notify this office *immediately*.

Equal Opportunity Contracting reserves the right to withdraw this certification at any time and request additional information and/or conduct on-site visits for purposes of verification.

Thank you,

A handwritten signature in blue ink, appearing to read 'DS', is positioned above the typed name of the sender.

Damian Singleton
SLBE Certification Specialist, Equal Opportunity Contracting

Enclosure:

1. Changes to Contractor Pre-Qualification Program and Debarment Procedures



NOTICE TO CONTRACTORS

DATE: September 1, 2016

FROM: James Nagelvoort, City Engineer

SUBJECT: Changes to Contractor Prequalification Program and Debarment Procedures

In order to ensure that potential bidders on City public works contracts possess the capability to perform the contract requirements and the business integrity to justify the award of public funds, in 2003 the City implemented the contractor prequalification program. Periodically, we review the program to verify that it is accomplishing its intended purpose.

Beginning in late 2015, City staff began the latest review by consulting with industry, small business and community groups, conducting workshops and analyzing data from previously completed contracts. Based on the results of our review, **effective October 1, 2016**, the following changes to the contractor prequalification program will be in effect:

- Except as described below for ELBE/SLBE firms, compiled financial statements will not be accepted for the purpose of prequalification. Acceptable financial statements must be either reviewed or audited by an independent accountant and demonstrate both positive working capital and positive net worth.

- Applicants' maximum bidding capacity (MBC) will be calculated according to a formula factoring the firm's financial strength, work experience and bonding capacity.
- The MBC of firms which submit reviewed financials will be continue to be capped at \$15 million. The MBC of firms which submit audited financials may exceed \$15 million, but, in no case will the firm's MBC exceed its single-project bond limit.
- Projects submitted as references must have been completed as a prime contractor within the previous five years.

At the same time, the following changes will apply to certified ELBE/SLBE firms which wish to become prequalified to bid as a prime contractor on City public works projects:

- Prior to applying to become prequalified to bid as a prime contractor, ELBE/SLBE firms must have successfully completed either three City of San Diego CIP projects acting as a subcontractor or three projects as either a prime contractor or subcontractor for other public agencies in the previous three years. Successful performance will be verified.
- Upon satisfactory completion of the three projects, the ELBE/SLBE firm may apply for prequalification to bid as a prime contractor by submitting:
 - Reference information from the three successful projects, o A compiled, reviewed or audited financial statement prepared by an independent accountant which demonstrates both positive working capital and positive net worth,
 - A letter from its surety stating the firm's single-project and aggregate bonding limits.
- Upon approval, an ELBE/SLBE may be prequalified with a maximum bidding capacity capped by its single-project bond limit or \$500,000, whichever is less.
- SLBE-certified firms may become prequalified to bid as a prime on projects valued at over \$500,000 by submitting the standard prequalification application.
- CURRENTLY PREQUALIFIED ELBE/SLBE FIRMS WILL BE GRANDFATHERED INTO THE REVISED PROGRAM UNTIL THE NEXT RENEWAL DATE SO LONG AS THEIR WORK ON CITY PROJECTS REMAINS SATISFACTORY OR BETTER. AT THE TIME OF RENEWAL, THEY MUST BE ABLE TO MEET THE REVISED REQUIREMENTS.
- Workshops will be provided for ELBE/SLBE contractors utilizing experienced City staff to provide training on administration of public works projects. Attendance is mandatory for any firm which has not previously completed a public works project as a prime contractor.

For additional information about the contractor prequalification program, please visit the City's web site at <https://www.sandiego.gov/cip/bidopps/prequalification>.

Concurrent with the changes to the contractor prequalification program, the following changes to the City's debarment process will take effect:

Three levels of debarment/ loss of pre-qualification for Unsatisfactory **Final** Evaluations by the Construction Management & Field Services (CM&FS) Division of Public Works in the specified periods will result in the following actions:

- Level #1: 2 final unsatisfactory evaluations in any 2 contiguous years, will result in debarring a contractor from bidding City projects for 2 years.
- Level #2: 3 final unsatisfactory evaluations in any 3 contiguous years, will result in debarring a contractor from bidding City projects for 3 years.
- Level #3: 4 or more final unsatisfactory evaluations in any 4 contiguous years, the Public Works Department Director will pursue permanent debarment, appealable as described in the San Diego Municipal Code.
- All final unsatisfactory evaluations are appealable to the Deputy Director of CM&FS.
- ANY major or egregious agreement breach (i.e. Safety accidents, EOCP violations, falsification of documents, etc.), corrupt practices or other action which demonstrates a lack of business integrity may result in the Public Works Department Director pursuing permanent debarment, appealable as set forth in §22.0801, et seq. of the San Diego Municipal Code.

City of San Diego



**Small Local Business Enterprise (SLBE)
Program Certification**

Black Sage Environmental, Inc

**Emerging Local Business Enterprise (ELBE)
*Specialty Construction***

(NAICS: 541620, 561730)

Certification Number: 17BS1391

Effective: 10/31/2018 - 10/31/2020

Damian Singleton
SLBE Certification Specialist
Equal Opportunity Contracting



CONTRACTORS STATE LICENSE BOARD

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code
and the Rules and Regulations of the Contractors State License Board,
the Registrar of Contractors does hereby issue this license to:

BLACK SAGE ENVIRONMENTAL INC

License Number 992854

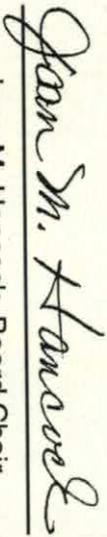
to engage in the business or act in the capacity of a contractor in the following classification(s):

C27 - LANDSCAPING

Witness my hand and seal this day,

May 14, 2014

Issued May 13, 2014


Joan M. Hancock, Board Chair

This license is the property of the Registrar of Contractors,
is not transferable, and shall be returned to the Registrar
upon demand when suspended, revoked, or invalidated
for any reason. It becomes void if not renewed.


Stephen P. Sands, Registrar of Contractors



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **992854** Entity **CORP**
Business Name **BLACK SAGE ENVIRONMENTAL INC**
Classification(s) **C27**
Expiration Date **05/31/2020** www.cslb.ca.gov



DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM



QAL

QUALIFIED APPLICATOR LICENSE

LICENSE #: **124662** EXPIRES: **12/31/2020**
Categories: **BCEF** Issued: **1/1/2019**

JASON W ALLEN
PO BOX 154004
SAN DIEGO, CA, 92195



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



CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION

1001 I STREET
SACRAMENTO, CALIFORNIA 95814

ISSUED: January 09, 2019
EXPIRES: December 31, 2020

**Pest Control Business - Main
LICENSE
LICENSE NO. 39895**

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

Mailing Address

BLACK SAGE ENVIRONMENTAL, INC.
PO BOX 154004
SAN DIEGO, CA 92195

Business Location

BLACK SAGE ENVIRONMENTAL, INC.
534 GALEON CT
SPRING VALLEY, CA 91977

POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW
THIS LICENSE IS NOT TRANSFERABLE - ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE



BLACK SAGE
ENVIRONMENTAL
Natural Resource Management & Protection

Proposal to Provide

**As-Needed Invasive Weed Management Services to
The City of San Diego, Public Utilities Department**

RFP-10089624-20-V

Prepared for the City of San Diego, Public Utilities Department

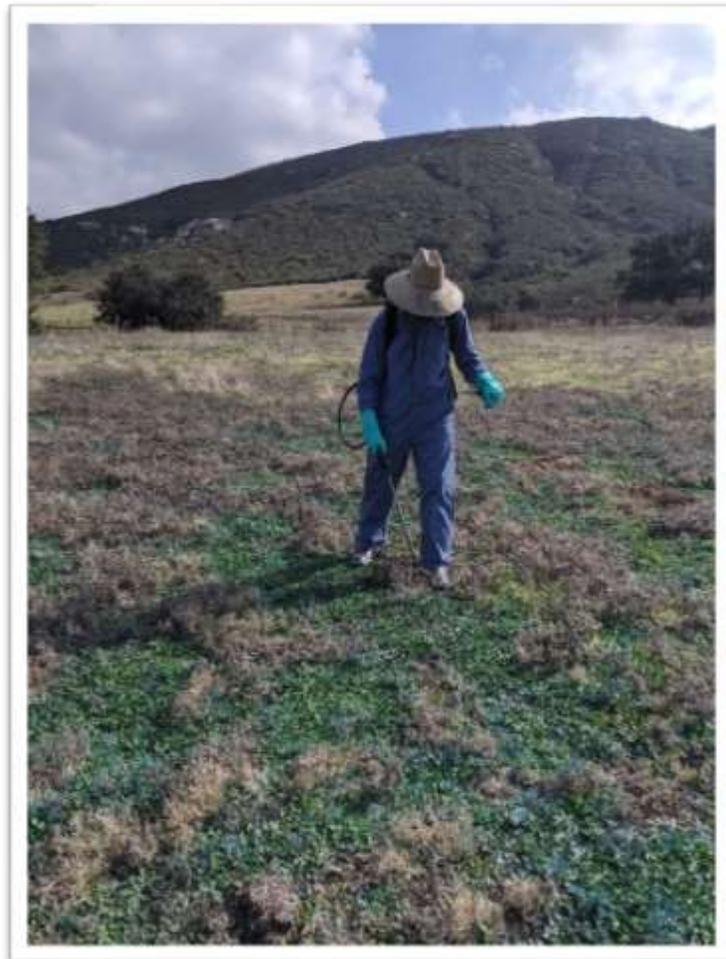
by

Black Sage Environmental, Inc.

Due Date and Time: February 10, 2020, 2:00 PM PT

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1.0 COVER LETTER

February 10, 2020

City of San Diego Attn: Vanessa Delgado, Supervising Procurement Contracting Officer, 1200 Third Ave, Suite 200, San Diego, California 92101

RE: Proposal to Provide As-Needed Invasive Weed Management Services to the City of San Diego, Public Utilities Department, RFP 10089624-20-V

Dear Ms. Delgado:

It is my pleasure to submit this Black Sage Environmental, Inc. (BSE) Proposal to Provide As-Needed Invasive Weed Management Services to the City of San Diego, Public Utilities Department (Department), in response to RFP 10089624-20-V. BSE is a local full-service natural resource management and environmental protection company which has been providing professional land management services since our firm's inception in 2010 and was created with the intention of assisting land management public agencies and non-governmental natural resource-based firms and conservancies. We pride ourselves in providing excellent service that is rooted in land management for a competitive price. BSE has provided services on hundreds of invasive weed management, habitat restoration and erosion control projects with a decade of local service, including many in and around the City of San Diego and San Diego County. From our base of operations in central San Diego we can be anywhere in the county in 45 minutes to an hour. Our technical biological services provide natural resource management tasks such as invasive weed management, pesticide application, habitat restoration, erosion control, biomass reduction, storm channel maintenance, trail maintenance and construction and biological data collection and mapping using ArcGIS Collector, mobile GPS and aerial drone technology. Our security service provides fire preventative measures, environmental protection and data collection. BSE is sensitive to the needs of the Department in continuing its goal of protecting desirable native plant communities to prevent infestations, rather than merely controlling weeds. We look forward to putting our expertise to work for the Department under this contract. We are well-staffed with environmental professionals and ready to begin work under this contract immediately.

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

Respectfully submitted,
Black Sage Environmental, Inc.

Jason W. Allen
President

Primary Point of Contact: Jason W. Allen, President Black Sage Environmental, Inc. P.O. Box 154004 San Diego, CA 92195 Phone: (619) 876-0745 Email: jallen@blacksageenvironmental.com Website: www.blacksageinc.com

2.0 EXECUTIVE SUMMARY

Black Sage Environmental, Inc. (BSE) is a local full-service natural resource management and environmental protection company that was created in May of 2010 with the intention of assisting public land management agencies and non-governmental natural resource-based firms and conservancies. BSE provides professional land management services including invasive weed management, pesticide application, habitat restoration, erosion control, biomass removal, storm channel maintenance, trail maintenance and construction and biological data collection and mapping using ESRI ArcGIS Software and mobile GPS applications as well as aerial drone technology. Our professional certifications include California State Contractor C-27 license for landscape maintenance, California Department of Pesticide Regulation Qualified Applicator License (QAL) with Landscape Maintenance, Right of Way, Aquatic and Forestry Categories, Pest Control Business license, Qualified Private Patrol Operator Manager License, FAA 107 sUAS pilot license and has been certified as a SLBE/ELBE by the City of San Diego. We pride ourselves in providing a competitive service that is rooted in land management at a competitive price. Over the past decade, BSE has provided services on hundreds of invasive weed management, habitat restoration and erosion control projects in San Diego County. From our base of operations in central San Diego we can be anywhere in the county in 45 minutes to an hour.

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

BSE performs invasive weed management using chemical, manual or mechanical methods based on the principles of adaptive management and integrated weed management in addition our own applied knowledge acquired over many years of hands on experience. We are also proficient in implementing early detection and rapid response (EDRR) protocols and have a proven track record for providing services to locate, map and control new infestations of invasive plants before they create irreparable damage to the sensitive habitats.

The Department has trusted BSE with multiple invasive weed management projects since 2015 and through these projects, we have built positive working relationships with Department staff. We have a fundamental understanding of the Department's land management needs and we are committed to ensuring every project meets the Department's goals to protect natural resources and source waters. BSE shares the Department's overarching goal of protecting desirable native plant communities through prevention of new infestations, rather than merely controlling weeds. Our proven success in implementing integrated weed management (IWM) and habitat restoration within an adaptive management framework in San Diego County demonstrates that we are well equipped to help the Department achieve this goal.

3.0 QUALIFICATIONS

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

We pride ourselves in providing excellent service that is rooted in land management for a competitive price. Our technical biological services provide natural resource management tasks such as invasive species removal and treatment, pesticide application, habitat restoration, erosion control, biomass reduction, storm channel maintenance, trail maintenance and construction, biological data collection and mapping using ESRI software (i.e. ArcGIS Pro, Survey 123, and ArcGIS Collector), mobile GPS and aerial drone technology. We perform invasive weed management using chemical, manual or mechanical methods based on the principles of adaptive management and integrated weed management and from our own knowledge acquired over many years of hands on experience.

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

Our crew members are hand selected, screened and trained. We have quality equipment that is regularly maintained and a high level of internal and external training to ensure a productive and safe work environment. Our business is ready to grow and expand and we will readily make staff and equipment additions to match project workloads.

From our base of operations in central San Diego, CA we are within a few minutes drive to a major freeway intersection and are within a 45 minute to an hour drive to any part of San Diego County. BSE has performed work from Carlsbad to Otay Mesa and from La Jolla to Julian covering all areas of San Diego County for various clients. BSE has performed invasive plant management projects and environmental protection services for the City of San Diego, Public Utilities Department since 2015 in all parts of San Diego County including San Pasqual Valley, Lake Hodges, Chocolate Creek at El Capitan Reservoir, Barrett Lake, El Cajon, Lakeside, Otay Lakes, Proctor Valley, Marron Valley and Central San Diego.

We operate marked 4x4 vehicles that can operate in all types of terrain. One vehicle is a truck with a removable sprayer that has up to 150-gallon capacity. The other truck is a small dump truck used for transporting tools and materials to the jobsite and biomass to the dump. We also have a trailer and an ATV that can transport a staff member and their tools and materials or a 25- gallon herbicide sprayer into rougher terrain areas for remote operations.

BSE also operates an Environmental Protection and Fire Protection Division that provides the highest quality Ranger for hire Service to our clients. Many of our clients use us for both the Habitat Restoration and the Environmental Protection services. Some of our staff have cross trained and are proficient in both specializations. This combination of services provides our clients with a full-service land management company ready to take on any challenge.

3.1 Adaptive Management

With an ever-changing landscape and new invasive weed species being introduced at an alarming pace, a variety of techniques and approaches are needed to successfully manage natural areas. To effectively address these challenges, BSE employs an adaptive management approach to restoring habitat and controlling invasive weed species. This approach involves routine site monitoring to evaluate efficacy of management actions and prompt implementation of new management actions should monitoring results indicate a need. Working within an adaptive management framework allows us to adjust control strategies as needed and respond rapidly to shifting priorities based on temporal changes or the need for rapid response.

3.2 Integrated Weed Management

BSE has years of hands on experience, which combined with current industry knowledge, enables us to develop in-depth site-specific and species-specific IWM plans. Our IWM plans prioritize prevention and adaptive management actions to help direct funds to where they are needed most. BSE uses *Management Priorities for Invasive Non-native Plants A Strategy for Regional Implementation, San Diego County, California* (SANDAG 2012) and *the Land Manager's Guide to Developing an Invasive Plant Management Plan* (Cal-IPC and USFWS 2018) as resources to identify and prioritize management actions for IWM plans.

3.2.1 Prevention

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

- 1) Thresholds for Action: Development of site-specific IWM plans that include a long-term management strategy with thresholds for action and a cost-benefit analysis. Thresholds for action will identify tolerable to levels of weeds to prioritize management actions and direct limited funding to where it will be most effective.
- 2) Seed Dispersal Prevention: In development of IWM plans, BSE considers dispersal methods and how weed seed moves through the landscape by natural or anthropogenic means. We know that understanding where source populations occur, and the various mechanisms that can and will transport them is crucial in creating an IWM plan that focuses funding and efforts to slow the spread of invasive weed seed.

For example, we may prescribe a top of the watershed approach, or top-down methods, to control the spread of seeds by water or erosion; however, this method is not appropriate for all dispersal methods. We also consider seasonal timing of seed dispersal as major factor in development of IWM plans and prioritize using control methods to prevent the target plants from going to seed. If timing, funding or other obstacles prevent this, then all efforts will be

made to minimize seed dispersal, wash off vehicles and/or restrict access into areas during high seed dispersal times, and monitor and control weeds along major transportation corridors or boundaries to prevent source populations from spreading. BSE will work with Department staff to incorporate seed dispersal management into long range actions. In order to minimize the spread of invasive weed seed current company policy requires staff to decontaminate onsite by blowing, brushing or washing boots, coveralls, equipment and vehicles onsite before leaving the site.

- 3) Minimize Soil Disturbance: BSE recognizes the importance of preventing and minimizing soil disturbance which may promote an environment for invasive weed establishment. Our current company policy directs staff to drive only on designated roads and trails unless otherwise authorized by the client. Our staff are also trained to identify and report any erosion or other circumstances that may promote an environment for invasive weed establishment. BSE is committed to working with the Department to ameliorate any soil disturbances that may contribute to establishment of weeds. Should weed abatement actions result in disturbance or bare ground, BSE will revegetate the area with native plants as requested.

3.2.2 Early Detection/ Rapid Response

BSE is experienced in deploying Early Detection/ Rapid Response techniques to halt small invasive plant infestations before they become costlier to manage. Our staff are trained to identify new invasive weed species and to immediately report any detections so that a rapid eradication response can be authorized and implemented as soon as possible. Our staff have the equipment and expertise to shift priorities and begin treatment of new weed infestations immediately, as requested.

In recent years, BSE has successfully implemented several EDRR focused projects. Some notable projects include:

- Control of Veldt Grass (*Ehrharta longiflora*) in an historic Torrey Pines grove and Myoporum Boobialla (*Myoporum acuminatum*) in the Torrey Pines State Reserve extension.
California Department of Parks and Recreation at Torrey Pines State Reserve, 2015-2018
- Control of known occurrences of Medusahead grass (*Taeniatherum caput-medusae*) and Barbed Goat grass (*Aegilops triuncialis*) in Mason Valley in the Cuyamaca Mountains, and surveys to locate and map new populations of these invasive weeds in nearby meadows and grassland habitat.
California Department of Parks and Recreation at Anza Borrego/Cuyamaca Rancho State Parks, 2017-2019
- BSE staff discovered Leafy Spurge (*Euphorbia virgata*) in the San Diego Habitat Conservancy Bridges Preserve and notified preserve staff of its occurrence and worked with them to get that species under control.
San Diego Habitat Conservancy, 2015
- BSE staff discovered European Sea Lavender (*Limonium duriusculum*) in an open space in the City of Chula Vista and reported it to City staff and the San Diego Weed Management Area group.
City of Chula Vista, 2014

BSE staff regularly attend San Diego County Weed Management Area (SDWMA) meetings, San Diego Management and Monitoring Program (SDMMP) meetings, California Invasive Plant Council (Cal-IPC) symposiums, Society of Ecological Restoration California (SERCAL) symposiums, Pesticide Applicator Professional Association (PAPA) trainings, Wilbur Ellis trainings, Target Specialty trainings, Wetland Training Institute trainings, California Native Plant Society and other meetings and working groups to stay up to date on new invasive species and the latest advances in control methods. Additionally, we use innovative mobile tools and online resources (i.e. ArcGIS Collector, Cal Flora, iNaturalist, and Cal Weed Mapper) to map and track new invasive weed infestations in the field and share new findings with other weed management professionals to aid regional weed management efforts.

3.2.3 Mapping and Geographic Information System Technology

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

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

3.2.4 Control Methods

BSE performs invasive weed management in a variety of habitat types in San Diego County including habitats containing sensitive species such as California gnatcatcher, Orcutt's brodiaea, and vernal pool species. For each project, BSE considers the target species biology, environmental setting, and potential impacts to sensitive species or habitats when determining appropriate strategies of conducting weed control. Our site-specific weed management strategies are implemented using manual, mechanical and chemical methods based on the principles of adaptive management and integrated weed management, as well as from practical knowledge acquired over several years of hands on experience. BSE maintains a working supply of hand tools, chainsaws, weed whackers, and augers. Additionally, we can rent, operate and supply tractors, chippers and other equipment as needed.

We use industry proven chemical method techniques to perform control using herbicide application treatments such as foliar spray, basal bark spray, stem injection, cut stump treatments, pre-emergent applications and other methods. Our staff are trained to identify target weed species and sensitive native species and utilize techniques to prevent over spraying and accidental impacts in areas where weeds and sensitive species co-occur. Our base of operations maintains a working supply of PPE, hand-held sprayers, backpack sprayers, an ATV sprayer, a 150-gallon Truck Sprayer and a supply of pesticides, adjuvants and dye.

Routine monitoring is central to implementing an effective adaptive management strategy as it allows us to gauge the effectiveness of the control methods or restoration techniques being implemented. BSE utilizes both qualitative and quantitative approaches to monitoring depending on the scope of the project.

Qualitative monitoring techniques that we have utilized on past projects include site visits to visually assess conditions and maintenance needs, periodic photo point monitoring and aerial drone photography to show progress over time, as well as installation and maintenance remote wildlife cameras to capture wildlife use or time-lapse sequences of vegetation. Some examples of quantitative monitoring methods include: plant counts, mapping occurrence perimeters, Relevé cover estimates, line-intercept transects, point-intercept transects, and quadrat monitoring. Many of these qualitative and quantitative monitoring strategies can be employed to assess the effectiveness of biological control strategies. BSE will work with Department staff to determine the most appropriate monitoring methods for each requested task order.

3.2.5 Habitat Enhancement and Restoration

In some cases, native habitat enhancement or restoration may be needed in conjunction with prevention or control techniques to limit weed re-infestation or infestation at disturbed sites. BSE is well-versed in conducting ecological restoration in upland and riparian habitats and has a fundamental knowledge of streambank bioengineering. Our team has implemented restoration in a variety of habitats including some increasingly rare vegetation communities such as Maritime Succulent Scrub, Diegan Coastal Sage Scrub, Coastal Bluffs and Vernal Pools.

Our holistic approach to restoration typically includes weed control and dethatching followed by seeding and/or installation of container plants, mulching, application of supplemental water through at least the first growing season, and as-needed weed maintenance visits through the project life. Nevertheless, BSE understands that every site is different and may require different approaches to restoration depending on site conditions, temporal factors and budget constraints. BSE is eager to work with the Department in developing cost-effective, site-specific restoration strategies with the objective to improve overall habitat quality and help prevent further weed invasion.

All BSE staff have a fundamental knowledge of native species and habitats in San Diego County. When planning a restoration project, BSE will work closely with the Department to develop a seed and planting palette appropriate for the site. To the extent feasible, BSE makes every effort to prioritize use of locally sourced native plants and seed. If local seed or plants are not available, we will work with the Department to identify alternatives.

Our staff has had success implementing restoration projects using a variety of techniques including hand broadcasting followed by light raking to scarify the soil, hydroseeding, cuttings installation, and installation of container plants followed by mulching and a supplemental watering regime. BSE has performed cactus propagation and planting for the Department at Lake Hodges and in San Pasqual Valley for cactus wren habitat restoration grant funded projects. We have also performed habitat restoration for the San Dieguito River Park, San Diego Zoo, San Elijo Lagoon Conservancy, City of Chula Vista, Friends of Coast Walk, La Jolla Parks & Beaches and many other clients.

BSE has the skills and resources to provide erosion control to protect water quality. BSE has addressed many erosion control issues by installing jute netting, straw wattles, silt fencing, building and installing rock gabions, small retaining walls and performing all types of trail maintenance to prevent erosion and direct the water to the appropriate drainage areas. Often, we address erosion control issues in conjunction with restoration or revegetation projects, in these cases, the erosion control BMPs are deployed temporarily and removed after vegetation has become established.

3.2.6 Pre-control Species Monitoring

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

3.3 Biomass Management

BSE staff have the knowledge and ability to prune native plant species appropriately in situations that may call for biomass reduction. The Department has contracted BSE to perform biomass removal at the San Miguel Street reservoir site. We have also provided brush management and biomass removal in various open space canyons and preserves for the City of Chula Vista, San Dieguito River Park, Center for Lands Management and San Diego Habitat Conservancy.

3.4 Cultural Resources

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

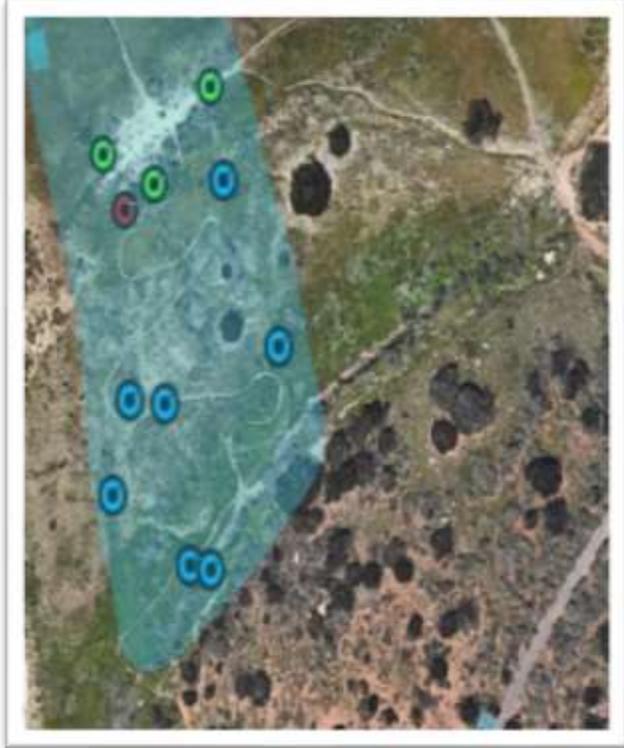
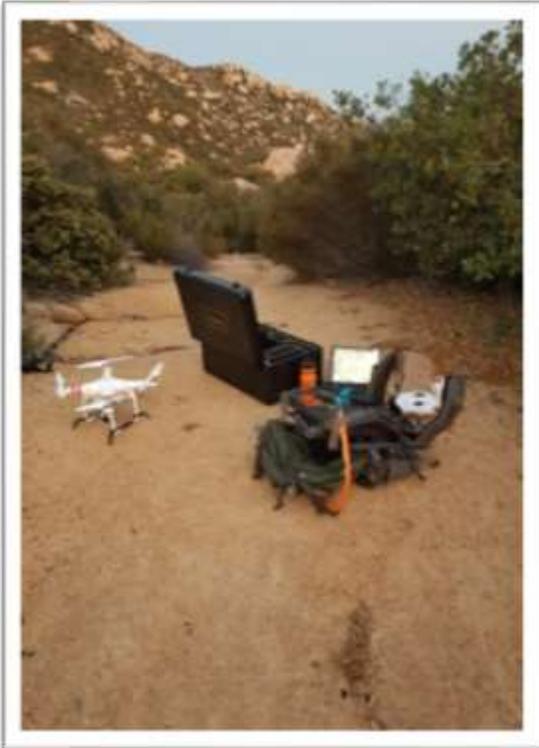
3.5 Capacity and Capability

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

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

Over the past 5 years, BSE has been contracted by the Department for a variety of habitat restoration and weed management projects. Through this work, we have developed trusted working relationships with several of the Department staff as well as a comprehensive understanding of the lands managed by the Department and its resource management goals. As such, we are well positioned to promptly begin implementation of any task order requested through this As Needed Invasive Weed Management Services contract.

If awarded this contract, we will make the Department and any task orders under the contract our highest priority and will ensure that we have the staff capacity and capability to meet the Departments needs at any time. The Department will have direct communication with the President and Vice President of BSE on a regular basis to plan and implement any requested services. We will coordinate with the Department representative to ensure that project budget, scope of work and timelines are fully understood before any task order begins. BSE will ensure that all necessary resources are made available to complete task orders as specified and to the satisfaction of the Department. Should we require additional resources and/or staff to meet a project deadline, BSE can readily make such changes to ensure project success.



3.6 PROJECT TEAM ROLES AND RESPONSIBILITIES

Jason W. Allen, M.S. Natural Resource Project Manager, President – Mr. Allen is the President of BSE. His qualifications as a Natural Resource Project Manager, Environmental Biologist, Vernal Pool Biologist, Park Ranger and Wetland scientist, include more than 17 years of natural resource management experience. Fifteen of those years have occurred in San Diego County managing project teams consisting of Park Rangers, Pesticide Applicators, Habitat Restoration Technicians, for profit, non-profit and convict contracted labor crews, interns and volunteers conducting invasive weed management, habitat restoration, erosion control and trail maintenance projects. Mr. Allen holds a Master of Science degree in Geography Watershed Science from San Diego State University and a Geographic Information Systems (GIS) Certificate from San Diego Mesa College. He maintains a Qualified Applicator License (QAL) and a C-27 Landscape License. Mr. Allen has a passion for invasive weed management and habitat restoration projects and feels most at home in the field. He has created and presented trainings on invasive weed management, safe pesticide use and habitat restoration for public agency staff. His experience includes creation and implementation of invasive weed management plans and habitat restoration plans for many projects in diverse habitats throughout San Diego County. He uses ESRI ArcGIS Desktop and Online version to create maps, web applications and surveys for ArcGIS Collector, Explorer and Survey123. He also has experience managing and monitoring MSCP rare, sensitive and endangered species and has conducted vegetation mapping and bird surveys. Mr. Allen has also conducted and supervised crews in vernal pool and rare species site maintenance, management and monitoring for the implementation of the Vernal Pool Habitat Conservation Plan (HCP). Mr. Allen supervises the Crew Supervisor, oversees budget control and provides consultation on all matters of invasive weed management and habitat restoration for BSE. Mr. Allen will be the Contract Manager for this contract and be the direct contact for all project management, scheduling, estimates and daily operations of the As Needed Invasive Plant Management Services contract.

Roberto Bejar, Environmental Protection Manager, Vice President – Mr. Bejar is the Vice President of BSE. He has over 22 years of land management experience with emphasis on resource protection. Mr. Bejar is a San Diego native and grew up experiencing all San Diego has to offer including surfing, hiking and exploring nature and that lead to his appreciation for the natural environment. He possesses a Qualified Private Patrol Operator Manager License and a FAA 107 sUAS pilot license. Mr. Bejar graduated with a BA in Geography Methods of Geographic Analysis from SDSU. He oversees hiring, discipline and manages the environmental protection and fire prevention side of BSE. Mr. Bejar will be the backup contact if Mr. Allen is unavailable.

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



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

Yassin Wahhab, Habitat Restoration Technician Crew Supervisor. Mr. Wahhab started with BSE in 2017 as a Habitat Restoration Technician and has worked his way up to be the Crew Supervisor. He has experience in identifying native and invasive plant species, habitat restoration, operating tools and machinery, safely applying herbicide and conducting trail maintenance work. Mr. Wahhab has obtained a BS in Physical and Environmental Geography from SDSU. He supervises the Habitat Restoration Technician crew and coordinates with Mr. Allen on the scheduling and project management. Mr. Wahhab will be the in the field contact for the As Needed Invasive Weed Management Services contract.

Daniel Breceno, Habitat Restoration Technician Crew Lead – Mr. Breceno started with BSE in 2019 as a Habitat Restoration Technician and quickly worked his way up to be the Crew Lead. He has experience in identifying native and invasive plant species, habitat restoration, operating tools and machinery, safely applying herbicide and conducting trail maintenance work. He has obtained a BS in Environmental Science & Management with an emphasis in Natural Resources and Recreation from Humboldt State University. Mr. Breceno supervises the Habitat Restoration Technician crew and assists Mr. Wahhab in the daily operations of the projects.

3.7 RESUMES

Jason W. Allen **Black Sage Environmental, Inc., President/Sr. Project Manager**

Experience

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

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

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

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

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

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

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

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

Education

San Diego State University, San Diego, CA

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

Mesa College, San Diego, CA

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

University of California, Riverside, CA

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

Licenses and Trainings

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

CA Contracting State Licensing Board – C-27 Landscape License # 992854

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

Fairy Shrimp Identification Training

CNPS Wetland Riparian Plant Identification

Wetland Training Institute Riparian Habitat Restoration

Ecological Restoration, Design and Planning Workshop

San Diego Management and Monitoring Program Rare Plant IMG Monitoring Training

Roberto L. Bejar

Black Sage Environmental, Inc., VP/Project Manager

Experience

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

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

Park Ranger, City of San Diego, San Diego, CA – January 2008 to Present

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

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

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

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

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

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

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

Education

San Diego State University, San Diego, CA

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

Professional Organizations and Training Organizations

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

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

Tennessee Department of Law Enforcement Training / Forensics Man Tracking 2011

Wilderness First Responder 1997 to Present

Emergency Medical Technician 2000 to Present

Instructor Wilderness Medical Associate 2014 to present



Yassin Wahhab

Black Sage Environmental, Inc., Crew Supervisor

Experience

Crew Supervisor, Black Sage Environmental, Inc., San Diego, CA - November 2017 - Present

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

Field Survey Technician, Coastal Environments, La Jolla, CA- October 2019 - Present

- Perform wetland and intertidal zone surveys typically aligned with historical survey transect data
- Use data to inform stakeholders of coastal changes due to various construction projects

Adventure Eco-Tour Guide, Hike Bike Kayak Adv., La Jolla, CA- May 2016 – September 2018

- Guided kayak and snorkel ecotours of La Jolla's Marine Protected Area
- Educated clients on physical and biological diversity significant to the Ecological Preserve
- Addressed historical keystone species, ecosystem threats and alterations in the coastal region

Commercial Deckhand, F/V Barbara H. Inc., San Diego, CA - September 2014 – January 2017

- Lead deckhand aboard a nearshore commercial fishing vessel
- Involved with practices of the local fishing industry, and local and international fishing markets
- Sold our catch directly to the public, sharing biological and ecological knowledge of fish species and the importance of sustaining local fisheries

Education

San Diego State University, San Diego, CA

Bachelor of Science in Physical and Environmental Geography – Completed 8/2019

- Dean's List Spring 2017 – Spring 2019

Skills

- Habitat Restoration
- Herbicide Application
- Natural Resource Management
- Native Vegetation Identification
- Basic Applications of GIS
- Vegetation Management
- Field Data Collection
- Wilderness First Aid

Jorge Daniel Breceno

Black Sage Environmental, Inc., Crew Foreman

Experience

Crew Foreman, Black Sage Environmental, Inc., San Diego, CA - November 2019 - Current

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

Lead Wilderness Ranger/Trails, USFS, Dunlap, CA, May 2019 – October 2019

- Lead a crew in trail maintenance and natural resource management projects

Lead Wilderness Ranger/Trails, USFS, Fort Jones, CA, June 2018 – August 2018

- Lead a crew in trail maintenance and natural resource management projects

Water Resources Institute Intern, USFS, Mount Shasta, CA, June 2017 – August 2017

- Assist with natural resource management and trail maintenance projects

Water Resources Institute Intern, USFS, Fort Jones, CA, June 2016 – August 2016

- Assist with natural resource management and trail maintenance projects

Volunteer Experience

Redwood Coast Mountain Bike Association, October 2017 - Current

- Volunteer trail worker: Trail maintenance and construction

San Diego Canyonlands, September 2016 – March 2017

- Assist with natural resource management and trail maintenance projects

San Diego Mountain Bike Association, October 2015 - Current

- Volunteer trail crew leader and trails worker
- Assist volunteer trails “liaisons” in keeping tab on local trails and maintenance

Education

Humboldt State University, Arcata, CA

Bachelor of Science in Environmental Science & Management

Emphasis in Natural Resources and Recreation - Completed – 5/2019

Relevant Coursework:

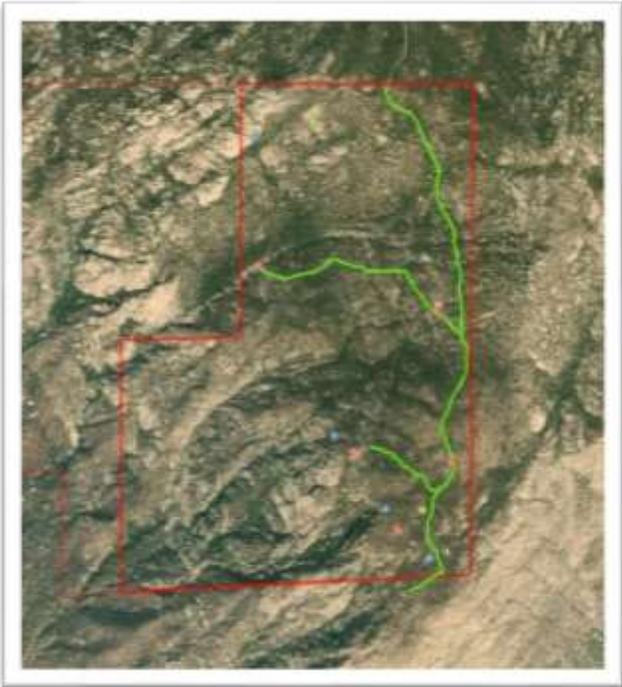
- Recreation & Park Planning
- Geographic Information Science
- Environmental Impact Assessment
- Grant Proposal Writing
- Public Land Use Policy Mgmt.
- Natural Resources and Recreation

4.0 PROJECT HIGHLIGHTS

4.1 El Cajon Mountain - San Diego River Park Foundation 7/2019

The San Diego River Park Foundation contracted BSE for a third year to be flown to the top of El Cajon Mountain and work from a remote base camp to perform invasive weed management and trail maintenance. All crew members, equipment, food and camping supplies to spend three days and two nights onsite were transported via helicopter. Project work locations were in remote areas and all equipment and supplies had to be hiked in from the base camp. Invasive weed management consisted of herbicide application to fountain grass, natal grass and other weeds deep in the brush. Mobile GIS using ArcGIS Collector was used to locate some existing patches of invasive weed species and record their treatment status after they had been treated and to map new invasive weed infestations that were discovered. The project required the crew to work early morning and late-night split shifts due to the high heat and exposure of the site. Project safety mitigation was one of the contributing factors for a successful project. The project was completed successfully and BSE looks forward to doing this project again each year. See pictures below.





4.2 Medusa Head Mason Valley – California Department of Parks and Recreation, Anza Borrego/Rancho Cuyamaca State Parks 6/2019

California Department of Parks and Recreation contracted BSE for the third year to continue control of the EDRR invasive weed species Medusahead grass (*Taeniatherum caput-medusae*) and begin control of Barbed Goat grass (*Aegilops triuncialis*). Crew members relied on skill and effective treatment solutions for sensitive species onsite. We were also tasked to remain close to the site at a provided camp/staging area. We were able to provide each member in advance a digital geo-referenced project map for them to study prior to their arrival. In addition to this project we mapped and synchronized new digital geo-referenced locations of Medusa Head in nearby valley and treated Barbed Goat grass for the client. The project was completed successfully and BSE looks forward to doing this project again each year. See pictures below.



4.3 Chocolate Creek - City of San Diego, Public Utilities Department 1/2019 – 6/2019

The City of San Diego Public Utilities Department contracted BSE to provide invasive weed management of *Arundo donax* in the bottom of Chocolate Creek, a side drainage of El Capitan Reservoir. To access the Arundo at the floor of the canyon with steep inclines, up to 300 feet deep, staff used ropes and pullies to reach the canyon floor to cut and remove the Arundo. Our professional experience allowed us to navigate the steep slope with large hand-held power tools and create a complex mechanical advantage rope pulley system to raise the biomass in bundles out of the canyon. Site safety was a major concern as there was the potential of having a crew member fall down the incline with their equipment. This rope pulley system was then used to hoist out the Arundo from the canyon floor up to a vehicle and then to a dumpster nearby. The job was completed successfully with no injuries. See pictures below.







5.0 REFERENCES

- 1. City of San Diego, Public Utilities Department (PUD) - Kim Wehinger, 619-533-5222, kwehinger@sandiego.gov; Niki McGinnis, 619-533-4101, nmcginnis@sandiego.gov**

BSE has been contracted by the City of San Diego, PUD since 2015 through annual as needed purchase orders to perform invasive weed management, habitat restoration and biomass removal. Some recent projects have included invasive weed management at Chocolate Creek, a side drainage of El Capitan Reservoir, performing *Arundo donax* removal as noted in our project highlights section 3.0. Other projects have included Barrett Junction invasive plant management and native seed broadcasting to revegetate of an old access road; San Miguel Avenue site in the intercity of San Diego where we performed invasive weed management and a tractor was used to clean up transient camp debris, illegal dumps and vegetation biomass and in Proctor Valley at a site performing invasive weed management and biomass removal.

- 2. City of San Diego, PUD - John Barone, 619-533-6641, jbarone@sandiego.gov; Andrew Funk, 619-533-4149, afunk@sandiego.gov**

BSE has been contracted by City of San Diego, PUD since 2017 through annual as needed purchase orders to perform invasive weed management, habitat restoration, biomass removal, trail maintenance, erosion control and environmental protection. Some recent projects have included working on a grant funded project to propagate cactus, remove biomass from sites, plant cactus and perform invasive weed management to create habitat for the threatened San Diego Cactus Wren. Other projects have included invasive weed management at Old Milky Way, Lake Hodges and Santa Maria Creek in the San Pasqual Valley.

- 3. San Dieguito River Park - Jason Lopez, 858-674-2275x16, jason@sdrp.org**

BSE has been contracted by San Dieguito River Park since 2010 through as needed contracts to perform invasive weed management, habitat restoration, biomass removal, trail maintenance and erosion control. Some recent projects have included invasive weed management, habitat restoration and trail maintenance in Pamo Valley for a new section of trail that has been built. Other projects have included invasive weed management at Bernardo Mountain, East Gorge and coastal and lagoon areas within the San Dieguito River Park watershed.

- 4. Center for Natural Lands Management (CNLM) - Markus Spiegelberg, 619-990-0453, mspiegelberg@cnlm.org**

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

- 5. San Diego Habitat Conservancy (SDHC) - Kathleen Pollett, 619-365-4839 KathleenP@sdhabitat.org; Vince Rivas, 619-905-1991, VinceR@sdhabitat.org**

BSE has been contracted by SDHC since 2015 through as needed contracts to perform invasive weed management, habitat restoration, biomass removal, trail maintenance, erosion control and environmental protection. Some recent projects have included invasive weed management at Bridges Preserve controlling *Arundo donax* and other invasive weeds and performing invasive weed management at Mission Vista High School Preserve, Eureka Springs Preserve, Tule Wind Farm Preserve and Otay Crossings Preserve.