

February 1, 2018

Request for Proposals – Crest Canyon Invasive Plant Control Project

Proposal Deadline: February 16, 2018, 5:00pm

The Chaparral Lands Conservancy (TCLC) is requesting proposals from qualified professionals for a project to control invasive plant weeds in the Crest Canyon Preserve in the Del Mar Heights Community of the City of San Diego during two winter seasons in 2018 and 2019.

Background

TCLC is a non-profit organization with a mission to protect shrubland ecosystems as an integral and beautiful feature of California's natural landscape through land preservation and stewardship. TCLC was founded in 2009 to advance the conservation of shrublands, related ecosystems, dependent plants and animals and especially endangered species through acquisition of land and/or management rights, habitat restoration and enhancement, stewardship, research, and education (www.chaparralconservancy.org).

TCLC has received a grant from the San Diego Association of Governments for the Crest Canyon Invasive Plant Control Project (Project) to control highly invasive purple veldtgrass (*Ehrharta calycina*) and other weed plants in the Crest Canyon Preserve in Del Mar Heights. Several particular endangered and sensitive plant occurrences are located in the Crest Canyon Preserve – coast wallflower, Orcutt's spineflower, and short-leaved dudleya – and the first Project priority is to control purple veldtgrass and any other invasive plants threatening occurrences of these species. Application of herbicide will be the primary means to control purple veldtgrass and other invasive plants.

Scope of Services

TCLC is seeking a qualified professional contractor to implement the Crest Canyon Invasive Plant Control Project for two periods of time in February through April of 2018 and 2019. The amount of work conducted during these periods will be determined from hourly rates in responding proposals.



The following is a summary of Project elements:

- Apply herbicide to attempt to control 100% of purple veldtgrass near occurrences of coast wallflower, Orcutt's spineflower, and short-leaved dudleya in the Crest Canyon Preserve as identified in maps provided by TCLC.
- Apply herbicide to attempt to control 90% of purple veldtgrass elsewhere in the Crest Canyon Preserve as identified in maps provided by TCLC.
- Apply herbicide to opportunistically control other invasive plants in the Crest Canyon Preserve encountered during work to control purple veldtgrass.
- Conduct opportunistic GIS mapping of purple veldtgrass and occurrences of coast wallflower in the Crest Canyon Preserve encountered during work to control purple veldtgrass.

Terms & Conditions

- The selected contractor shall accept the terms of the draft agreement for services (Attachment 1).
- The selected contractor shall comply with the City of San Diego Right of Entry Permit (Attachment 2).
- The Project is subject to State of California Prevailing Wages.
- The selected contractor shall provide proof of required insurance as described in the draft agreement for services (Attachment 1).
- The selected contractor shall obtain and provide proof of a Project payment bond as described in the draft agreement for services (Attachment 1).
- The selected contractor shall abide by relevant elements of the Project timeline (below).
- The selected contractor shall not discriminate against any person on the basis of race, color, ancestry, gender or gender identity, religious creed, national origin, disability, medical condition, age, marital status, or sexual orientation.
- TCLC reserves the right to reject or to accept any proposal.
- Proposals shall remain valid for a minimum of 60 days.
- TCLC is under no obligation to reimburse responding contractors for any expenses incurred in preparation of proposals.
- Proposals are considered public information.



Eligible Applicants

Eligible applicants include any qualified and reputable professionals with documented experience in application of herbicides to successfully control purple veldtgrass and other invasive plant species.

Application Procedures

Complete proposals shall include the following elements:

- A description of applicant's qualifications including qualifications and experience related to the Project and describing similar projects performed.
- A list of at least three references knowledgeable about applicant's work, especially clients with similar projects, including current contact information.
- List of assumptions and any excluded tasks, equipment, and materials.
- Any other information demonstrating applicant's interest and qualifications.
- A proposed budget not exceeding \$32,000. The budget shall be itemized by staff and materials and include units of measurement (e.g. 1 hour staff time, 1 gallon herbicide, 1 mile), cost for each unit of measurement (e.g. staff hourly rate, cost per gallon of herbicide, cost per mile), and number of units (e.g. number of staff hours, number of gallons of herbicide, number of miles), total cost for each budget item, and total Project cost. Insurance and payment bonds may be itemized or other incorporated into other budget items (e.g. staff hourly rates).
- Proposals shall not exceed six pages.
- Attendance of a mandatory Project site meeting. Potential applicants shall notify TCLC of their intent to attend the meeting no later than 5:00pm on February 9, 2018. TCLC will then conduct a poll on availability and select a date and time for the meeting that works for the greatest number of participants during the week of February 12.

Proposals shall be submitted no later than 5:00pm on February 16, 2018. Proposals shall be submitted as a single consolidated pdf file to: director@chaparralconservancy.org.

Contractor Selection

TCLC will award a contract for the Project based on the following criteria: Applicant eligibility & qualifications; experience; references; and cost. Preference will be given to qualified and reputable applicants with the greatest experience and proposing the greatest number of laborer hours for herbicide application.



Timeline

- Release Request for Proposals: February 1, 2018.
- DEADLINE TO NOTIFY TCLC OF APPLICANT'S INTENT TO ATTEND MANDATORY CONTRACTORS SITE MEETING: February 9, 2018, 5:00pm.
- MANDATORY CONTRACTORS SITE MEETING: Week of February 12, date and time to be determined from schedule poll amongst intended attendees.
- DEADLINE FOR PROPOSALS: February 16, 2018, 5:00pm.
- Evaluation of proposals & notification of selected contractor: February 19, 2018.
- Pre-construction meeting: Week of February 19, 2018, date and time to be determined.
- Initiation of invasive plant control work: No later than February 26, 2018 (weather permitting).

Contact TCLC Director David Hogan to convey your intent to attend the mandatory contractors site meeting or with any questions at 760 809-9244 or director@chaparralconservancy.org.

Attachments

Attachment 1 – Draft Agreement for Services

Attachment 2 – Grant Agreement 5004947 Between The San Diego Association of Governments and The Chaparral Lands Conservancy Regarding Crest Canyon Veldt Grass

Attachment 3 – City of San Diego Right of Entry Permit



ATTACHMENT 1

Draft Agreement for Services

AGREEMENT FOR SERVICES – Crest Canyon Invasive Plant Control Project

This Agreement for Services (“AGREEMENT”) is made and entered into by and between THE CHAPARRAL LANDS CONSERVANCY (“TCLC”) and [CONTRACTOR NAME] (“CONTRACTOR”).

RECITALS:

WHEREAS TCLC has received grant funding to conduct the Crest Canyon Invasive Plant Control Project (“PROJECT”);

WHEREAS CONTRACTOR has available and offers to provide personnel and equipment necessary to accomplish the PROJECT;

WHEREAS use of grant funds obtained by TCLC for the PROJECT requires compliance with terms and conditions and budgets of grant agreements; and

WHEREAS implementation of the PROJECT requires compliance with terms and conditions of agency permits;

NOW, THEREFORE, TCLC and CONTRACTOR agree as follows:

I. SCOPE OF SERVICES. CONTRACTOR agrees to perform the following services:

- a. Apply herbicide to attempt to control 100% of purple veldtgrass near occurrences of coast wallflower, Orcutt’s spineflower, and short-leaved dudleya in the Crest Canyon Preserve as identified in maps provided by TCLC.
- b. Apply herbicide to attempt to control 90% of purple veldtgrass elsewhere in the Crest Canyon Preserve.
- c. Apply herbicide to opportunistically control other invasive plants in the Crest Canyon Preserve during work to control purple veldtgrass.
- d. Conduct opportunistic GIS mapping of purple veldtgrass and occurrences of coast wallflower in the Crest Canyon Preserve during work to control purple veldtgrass.

Unless modified in an amended agreement for services, duties of CONTRACTOR shall not be construed to reduce or exceed these services.

II. PERIOD OF PERFORMANCE. CONTRACTOR agrees to commence and conduct activities as described in the scope of services during two implementation periods:

- a. Beginning no later than February 26, 2018 (weather permitting) and ending March 30, 2018; and
- b. Beginning on January 2, 2019 and ending March 29, 2018.

Work is not expected to be continuous during these periods.

III. COMPENSATION. CONTRACTOR agrees to perform the scope of services for an amount not to exceed \$32,000 as itemized in the PROJECT budget (Exhibit 1). CONTRACTOR agrees that all costs associated with PROJECT implementation shall be included in this amount.

IV. BILLING AND ACCOUNTING. CONTRACTOR agrees to the following terms:

- a. CONTRACTOR agrees to account for all expenditures and billing for the scope of services in accordance with the PROJECT budget.
- b. CONTRACTOR agrees to submit invoices for services rendered at the end of each of the two PROJECT implementation periods and no later than April 13, 2018 and April 12, 2019, respectively.
- c. CONTRACTOR agrees that invoices for services rendered are payable within 10 days after TCLC has received payment from grant funders. TCLC anticipates that payments on invoices will be made approximately eight weeks following receipt of CONTRACTOR invoices.
- d. CONTRACTOR agrees to provide accounting records and/or submit to an audit of PROJECT expenditures upon request by grant funder agencies.

V. COMPLIANCE WITH GRANT AND FUNDING AGREEMENTS. CONTRACTOR agrees to abide by the conditions of all applicable grant and funding agreements, incorporated herein and receipt of which is acknowledged by execution of this agreement. Applicable grant and funding agreements include:

- a. Grant Agreement 5004947 Between The San Diego Association of Governments and The Chaparral Lands Conservancy Regarding Crest Canyon Veldt Grass (Exhibit 2)

VI. COMPLIANCE WITH PERMITS AND AUTHORIZATIONS. CONTRACTOR agrees to abide by the conditions of all applicable Project permits and authorizations, incorporated herein and receipt of which is acknowledged by execution of this agreement. Applicable project permits and authorizations include:

- a. City of San Diego Right of Entry Permit (Exhibit 3)

VII. HEALTH AND SAFETY. CONTRACTOR agrees to accept full responsibility for safety of their employees and agents, including providing appropriate safety equipment for its field personnel. In

performance of the scope of work, CONTRACTOR agrees to (a) comply with all applicable federal, state and local statutes, regulations and ordinances regarding health and safety, and (b) comply with its own internal health and safety policies.

Fire Prevention

The Project site is located on a nature preserve amidst highly flammable natural vegetation where there is a heightened risk of wildfire. CONTRACTOR agrees to abide by the following conditions to reduce the risk of fire:

- a. Smoking is strictly prohibited.
- b. A fire extinguisher shall be maintained on board any service vehicle.
- c. Service vehicles shall park away from flammable materials (e.g., dry grass or brush).
- b. Any and all fires shall be immediately reported to emergency agencies and to TCLC.

VIII. RESPONSIBILITY OF CONTRACTOR. CONTRACTOR agrees to perform the scope of services with the standard of care, diligence and skill ordinarily exercised by other firms providing similar services and in accordance with accepted and sound professional practices and procedures.

Insurance & Bonds

CONTRACTOR agrees to provide documentation of all required insurance and bonds as soon as possible after the date of this executed AGREEMENT and prior to commencement of any work on the Project as described in Section 9 (Insurance) and Section 27 (Payment Bond) of the City of San Diego Right of Entry Permit (Exhibit 3).

Certificates of insurance and bonds shall be sent to The Chaparral Lands Conservancy, P.O. Box 9311, San Diego, CA 92169 or emailed to director@chaparralconservancy.org.

CONTRACTOR agrees to accept responsibility for any damages to material property or natural resources occurring during the course of implementation of the scope of services.

CONTRACTOR agrees not to deliberately kill any animals encountered during the project.

Non-Discrimination

CONTRACTOR agrees not to discriminate against any person on the basis of race, color, ancestry, gender or gender identity, religious creed, national origin, disability, medical condition, age, marital status, or sexual orientation.

- IX. OWNERSHIP OF DOCUMENTS. CONTRACTOR agrees that this AGREEMENT and the work performed hereunder shall be confidential. CONTRACTOR personnel shall not disclose any information to any party other than TCLC or individuals designated by TCLC concerning the Project or Project site, including the nature or results of the work performed, and shall direct all comments or questions to TCLC.
- X. PROJECT MANAGER. CONTRACTOR agrees to name in writing one lead point of contact who will have full decision-making authority for the Project. CONTRACTOR agrees to implement the Project in accordance with direction by a management team consisting of CONTRACTOR's lead point of contact and TCLC's project manager.
- XI. SUBCONTRACTORS. CONTRACTOR shall state in writing whether subcontractors will be utilized to perform any element the scope of services and name the subcontractors. CONTRACTOR agrees that any subcontractors shall abide by this agreement and that any subcontractors shall be subject to approval by TCLC.

IN WITNESS HEREOF, CONTRACTOR and TCLC have caused this agreement to be duly executed:

The Chaparral Lands Conservancy

Date

Name:

Title:

[CONTRACTOR NAME]

Date

Name:

Title:

EXHIBIT 1
Project Budget

EXHIBIT 2
**Grant Agreement 5004947 Between The San Diego Association of
Governments and The Chaparral Lands Conservancy Regarding Crest
Canyon Veldt Grass**

EXHIBIT 3
City of San Diego Right of Entry Permit
Rarest Plants Project



ATTACHMENT 2

**Grant Agreement 5004947 Between The San Diego Association of Governments and
The Chaparral Lands Conservancy Regarding Crest Canyon Veldt Grass**

TransNet ENVIRONMENTAL MITIGATION PROGRAM FISCAL YEAR 2017

**GRANT AGREEMENT NO. 5004947
BETWEEN THE SAN DIEGO ASSOCIATION OF GOVERNMENTS
AND CHAPARRAL LANDS CONSERVANCY**

REGARDING CREST CANYON VELDT GRASS

THIS GRANT AGREEMENT NO. 5004947 ("Agreement") is made this 5th day of April, 2017, by and between the San Diego Association of Governments, 401 B Street, Suite 800, San Diego, California 92101 (hereinafter referred to as "SANDAG"), and Chaparral Lands Conservancy, P.O. Box 141, Mount Laguna, California 91948 (hereinafter referred to as "Grantee"). SANDAG and Grantee also are hereinafter collectively referred to as "the Parties." This Agreement expires on October 5, 2018, unless amended in writing by mutual agreement of the Parties.

RECITALS

The following recitals are a substantive part of this Agreement:

- A. The *TransNet* Extension Ordinance, which became effective April 1, 2008, contains provisions for the creation of an Environmental Mitigation Program (EMP).
- B. The SANDAG Board of Directors has allocated EMP monies to a Regional Habitat Conservation Fund, and awards these monies through a competitive grant process to provide funding for regional habitat management and monitoring activities.
- C. On March 7, 2016, SANDAG issued a request for proposals from entities wishing to apply for a portion of the *TransNet* EMP Regional Habitat Conservation funds for use on environmental land management grant projects meeting certain criteria.
- D. On November 18, 2016, the Board of Directors approved the award of \$1.8 million in *TransNet* EMP Regional Habitat Conservation funds for this FY 2017 program cycle.
- E. Grantee successfully applied for EMP Regional Habitat Conservation funds for the following project: Crest Canyon Veldt Grass ("Project").
- F. The purpose of this Agreement is to establish the terms and conditions for SANDAG to provide Grantee with funding to implement the Project ("*TransNet* Ordinance Assistance").
- G. Although SANDAG will be providing financial assistance to Grantee to support the Project, SANDAG will not take an active role in managing the Project or retain substantial control over any portion of the Project. Therefore, this Agreement is characterized as a funding agreement rather than a cooperative agreement.
- H. In January 2010, the SANDAG Board of Directors approved Board Policy No. 035 – Competitive Grant Program Procedures ("Board Policy No. 035"), which is included as Exhibit D. This grant award, Agreement, and Grantee's performance thereunder is subject to Board Policy No. 035, which includes multiple "use it or lose it" provisions.

NOW, THEREFORE, it is agreed as follows:

AGREEMENT

Section 1. Definitions

- A. Agreement** means this Grant Agreement, together with all attachments hereto, which are hereby incorporated into this Agreement and which contain additional terms and conditions that are binding upon the Parties.
- B. Application** means the signed and dated grant application, including any amendment thereto, with all explanatory, supporting, and supplementary documents filed with SANDAG by or on behalf of Grantee and accepted or approved by SANDAG. All of Grantee's application materials, not in conflict with this Agreement, are hereby incorporated into this Agreement as though fully set forth herein.
- C. Approval, Authorization, Concurrence, Waiver** means a conscious written statement (transmitted in typewritten hard copy or electronically) of a SANDAG official authorized to permit Grantee to take or omit an action required by this Agreement, which action may not be taken or omitted without such permission. Except to the extent that SANDAG determines otherwise in writing, such approval, authorization, concurrence, or waiver permitting the performance or omission of a specific action does not constitute permission to perform or omit other similar actions. An oral permission or interpretation has no legal force or effect. (See also Notice to Proceed, below, at paragraph F in this Section 1.)
- D. Approved Project Budget** means the most recent statement of the costs of the Project, the maximum amount of assistance from SANDAG for which Grantee is currently eligible, the specific tasks (including specific contingencies) covered, and the estimated cost of each task that has been approved by SANDAG.
- E. Grantee** means that, even if a single organization or division within a legal entity has executed this Agreement as Grantee, the entire legal entity is Grantee. If Grantee is a consortium, partnership, or other multi-party entity, each participant in, member of, or party to that consortium, partnership, or multi-party entity is deemed a "Grantee" for purposes of compliance with applicable requirements of the Agreement for the Project.
- F. Notice to Proceed** means a written notice from SANDAG issued to Grantee authorizing Grantee to proceed with all or a portion of the work described in the Scope of Work. Grantee shall not proceed with the work, and shall not be eligible to receive payment for work performed, prior to SANDAG's issuance of a Notice to Proceed.
- G. Subgrantee** means any contractor or consultant, at any tier, paid directly or indirectly with funds flowing from this Agreement for the Project.

Section 2. Project Implementation

- A. General.** Grantee agrees to carry out the Project as follows:
 - 1. Project Description.** Grantee agrees to perform the work as described in the Scope of Work (attached as Exhibit A).

2. **Effective Date.** The Effective Date of the Agreement or any amendment thereto is the date on which this Agreement is fully executed. Grantee agrees to undertake Project work promptly after receiving a Notice to Proceed.
3. **Grantee's Capacity.** Grantee agrees to maintain or acquire sufficient legal, financial, technical, and managerial capacity to: (a) plan, manage, and complete the Project and provide for the use of any Project property; (b) carry out the safety and security aspects of the Project; and (c) comply with the terms of the Agreement and all applicable laws, regulations, and policies pertaining to the Project and Grantee, including but not limited to the *TransNet* Ordinance.
4. **Project Schedule.** Grantee agrees to complete the Project in a timely manner. Nevertheless, SANDAG and Grantee agree that milestone dates and other Project completion dates set forth in the Project Schedule (attached hereto as Exhibit B) are to be treated as good faith estimates rather than precise and firm legal requirements. Changes to Exhibit B, or any other Exhibit to the Agreement, shall require written approval from SANDAG and compliance with Board Policy No. 035.
5. **Use It or Lose It Policy.** Grantee agrees to comply with Board Policy No. 035 (attached hereto as Exhibit D). The Project is subject to any amendments to Board Policy No. 035 occurring after the execution of the Agreement, which are incorporated herein by reference.
6. **Media and Community Outreach Coordination.** Grantee agrees to notify SANDAG of any media and community outreach efforts, including presentations to community groups, other agencies, and elected officials. Grantee agrees to assist SANDAG with media or community events related to the grant-funded project, such as ground breakings, and ribbon cuttings, and community workshops. Press materials shall be provided to SANDAG staff before they are distributed. SANDAG and *TransNet* logos should be included in press materials and other project collateral, but may never be included in such documents without advance approval from SANDAG.

As part of the quarterly reports submitted to SANDAG, Grantee agrees to provide project milestone information to support media and communications efforts. This includes before and after photos, project milestone photos, and photos taken throughout different planning or construction phases and throughout the length of the Project. The photos should be high resolution (at least 4 inches by 6 inches with a minimum of 300 pixels per inch) and contain captions with project descriptions, dates, locations, and the names of those featured, if appropriate. Before and after photos should be taken from similar angles to showcase how a particular area has been transformed over time, or photos of plans (for planning projects) should be provided from various angles. SANDAG reserves the right to use the information provided by Grantee for any combination of the following: social media posts, online photo albums, videos, press releases, PowerPoint presentations, web updates, newsletters, and testimonials. Grantee agrees to release the rights to these photos to SANDAG.

- B. **Application of Laws.** Should a federal or state law pre-empt a local law, regulation, or the *TransNet* Ordinance, Grantee must comply with the federal or state law and implementing regulations. No provision of the Agreement requires Grantee to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention

of federal, state, territorial, or local law, regulation, or ordinance. If compliance with any provision of the Agreement violates or would require Grantee to violate any law, Grantee agrees to notify SANDAG immediately in writing. Should this occur, SANDAG and Grantee agree that they will make appropriate arrangements to proceed with or, if necessary, terminate the Project or affected portions thereof expeditiously.

- C. Notice Regarding Prevailing Wages.** SANDAG's EMP grants are funded with *TransNet* revenues consistent with the *TransNet* Extension Ordinance adopted by the voters in November 2004 (SANDAG Ordinance 04-01). Although SANDAG Ordinance 04-01 does not require payment of prevailing wages, California law may require that Grantee's public works projects pay prevailing wages for workers. Grantee acknowledges that SANDAG has strongly encouraged Grantee to seek legal counsel regarding whether the Project will be subject to prevailing wage laws consistent with Labor Code Section 1720, et seq. This Agreement requires Grantee's compliance with all federal, state, and local laws and ordinances as applicable.
- D. Significant Participation by a Subgrantee.** Although Grantee may delegate any or almost all Project responsibilities to one or more subgrantees, Grantee agrees that it, rather than any subgrantee, is ultimately responsible for compliance with all applicable laws, regulations, and compliance with this Agreement.
- E. Third-Party Contracting**
1. Grantee shall not award contracts over \$3,000 on the basis of a noncompetitive procurement for work to be performed under this Agreement without the prior written approval of SANDAG. Contracts awarded by Grantee, if intended as local match credit, must meet the requirements set forth in this Agreement regarding local match funds.
 2. Any subagreement, lease, third-party contract or other legally binding document entered into by Grantee as a result of this Agreement shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subgrantees, lessees, or third-party contractors will be allowable as Project costs only after those costs are incurred and paid for by the subgrantee, lessee, or third-party contractor and only to the extent they do not exceed the rates found at: www.dot.ca.gov/hq/asc/travel/ch12.htm.
- F. Grantee's Responsibility to Extend Agreement Requirements to Other Entities**
1. **Entities Affected.** Grantee agrees to take appropriate measures necessary to ensure that all Project participants comply with all applicable Federal laws, regulations, and policies affecting Project implementation. In addition, if an entity other than Grantee is expected to fulfill any responsibilities typically performed by Grantee, Grantee agrees to assure that the entity carries out Grantee's responsibilities as set forth in this Agreement.
 2. **Documents Affected.** The applicable provisions of laws, regulations, and policies determine the extent to which those provisions affect an entity (such as a subgrantee) participating in the Project through Grantee. Thus, Grantee agrees to use a written document to ensure that each entity participating in the Project complies with applicable laws, regulations, and policies.
 - a. **Required Clauses.** Grantee agrees to use a written document (such as a subagreement, lease, third-party contract, or other legally binding document)

including all appropriate clauses stating the entity's responsibilities under applicable laws, regulations, or policies.

- b. Flowdown.** Grantee agrees to include in each document (subagreement, lease, third-party contract, or other) any necessary provisions requiring the Project participant (third-party contractor, subgrantee, or other) to impose applicable laws, Agreement requirements and directives on its subgrantees, lessees, third-party contractors, and other Project participants at the lowest tier necessary.
- G. No SANDAG Obligations to Third-Parties.** In connection with the Project, Grantee agrees that SANDAG shall not be subject to any obligations or liabilities to any subgrantee, lessee, third-party contractor, or other person or entity that is not a party to the Agreement for the Project. Notwithstanding that SANDAG may have concurred in or approved any solicitation, subagreement, lease, or third-party contract at any tier, SANDAG has no obligations or liabilities to any entity, including any subgrantee, lessee, or third-party contractor at any tier, other than Grantee.
- H. Changes in Project Performance (i.e., Disputes, Breaches, Defaults, or Litigation).** Grantee agrees to notify SANDAG immediately, in writing, of any change in local law, conditions (including its legal, financial, or technical capacity), or any other event that may adversely affect Grantee's ability to perform the Project in accordance with the terms of the Agreement, and as required by Board Policy No. 035. Grantee also agrees to notify SANDAG immediately, in writing, of any current or prospective major dispute, breach, default, or litigation that may adversely affect SANDAG's interests in the Project; and agrees to inform SANDAG, also in writing, before naming SANDAG as a party to litigation for any reason, in any forum. At a minimum, Grantee agrees to send each notice to SANDAG required by this subsection to SANDAG's Office of General Counsel.
- I. Standard of Care.** Grantee expressly warrants that the work to be performed pursuant to this Agreement shall be performed in accordance with the applicable standard of care. Where approval by SANDAG, the Executive Director, or other representative of SANDAG is indicated in the Scope of Work, it is understood to be conceptual approval only and does not relieve Grantee of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Grantee or its subgrantees.

Section 3. Ethics

- A. Grantee Code of Conduct/Standards of Conduct.** Grantee agrees to maintain a written code of conduct or standards of conduct that shall govern the actions of its officers, employees, board members, or agents engaged in the award or administration of subagreements, leases, or third-party contracts supported with *TransNet* Ordinance Assistance. Grantee agrees that its code of conduct or standards of conduct shall specify that its officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from any present or potential subgrantee, lessee, or third-party contractor at any tier or agent thereof. Such a conflict would arise when an employee, officer, board member, or agent, including any member of his or her immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein has a financial interest in an entity competing for award. Grantee may set *de minimis* rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic

value. Grantee agrees that its code of conduct or standards of conduct also shall prohibit its officers, employees, board members, or agents from using their respective positions in a manner that presents a real or apparent personal or organizational conflict of interest or appearance of personal gain. As permitted by state or local law or regulations, Grantee agrees that its code of conduct or standards of conduct shall include penalties, sanctions, or other disciplinary actions for violations by its officers, employees, board members, or their agents, or its third-party contractors or subgrantees or their agents.

- 1. Personal Conflicts of Interest.** Grantee agrees that its code of conduct or standards of conduct shall prohibit Grantee's employees, officers, board members, or agents from participating in the selection, award, or administration of any third-party contract or subagreement supported by *TransNet* Ordinance Assistance if a real or apparent conflict of interest would be involved. Such a conflict would arise when an employee, officer, board member, or agent, including any member of his or her immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein has a financial interest in a firm competing for award.
 - 2. Organizational Conflicts of Interest.** Grantee agrees that its code of conduct or standards of conduct shall include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third-party contract or subagreement may, without some restrictions on future activities, result in an unfair competitive advantage to the third-party contractor or subgrantee or impair its objectivity in performing the contract work.
- B. SANDAG Code of Conduct.** SANDAG has established policies concerning potential conflicts of interest. These policies apply to Grantee. For all awards by SANDAG, any practices which might result in unlawful activity are prohibited including, but not limited to, rebates, kickbacks, or other unlawful considerations. SANDAG staff is specifically prohibited from participating in the selection process when those staff have a close personal relationship, family relationship, or past (within the last 12 months), present, or potential business or employment relationship with a person or business entity seeking a contract. It is unlawful for any contract to be made by SANDAG if any individual board member or staff has a prohibited financial interest in the contract. Staff also is prohibited from soliciting or accepting gratuities from any organization seeking funding from SANDAG. SANDAG's officers, employees, agents, and board members shall not solicit or accept gifts, gratuities, favors, or anything of monetary value from consultants, potential consultants, or parties to subagreements. By signing this Agreement, Grantee affirms that it has no knowledge of an ethical violation by SANDAG staff or Grantee. If Grantee has any reason to believe a conflict of interest exists with regard to the Agreement or the Project, it should notify the SANDAG Office of General Counsel immediately.
- C. Bonus or Commission.** Grantee affirms that it has not paid, and agrees not to pay, any bonus or commission to obtain approval of its *TransNet* Ordinance Assistance application for the Project.
- D. False or Fraudulent Statements or Claims.** Grantee acknowledges and agrees that by executing the Agreement for the Project, Grantee certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project.

Section 4. Amount of Funding Assistance

Grantee agrees that SANDAG will provide *TransNet* Ordinance Assistance for the Project in the amount of \$49,991.21 or 100 percent. SANDAG's responsibility to make payments under this Agreement is limited to the amounts listed in the Approved Project Budget for the Project. Grantee's estimate in its application for funding from SANDAG for the Project is the amount that forms the basis upon which SANDAG determines the "Maximum SANDAG Amount Awarded" and "Maximum Percentage(s) of SANDAG Participation."

Section 5. Approved Project Budget

Grantee and SANDAG have agreed to a Project budget that is designated the "Approved Project Budget." Grantee will incur obligations and make disbursements of Project funds only as authorized by the Approved Project Budget. An amendment to the Approved Project Budget requires the issuance of a formal amendment to the Agreement, unless the reallocation of funds among budget items or fiscal years does not increase the total amount of the *TransNet* Ordinance Assistance awarded for the Project, does not negatively impact the benefits obtained from the Project and is consistent with applicable laws, regulations, and policies. However, a formal amendment to the Agreement is required for all amendments to the Approved Project Budget once cumulative transfers of funds among budget items or fiscal years exceed 10 percent of the total budget. Prior SANDAG approval is still required for transfers of funds between non-construction and construction categories or when, in non-construction grants, cumulative transfers of funds between budget items or fiscal years amount to less than 10 percent of the total budget.

Section 6. Payments

- A. Grantee's Request for Payment When Matching Funds Are Required.** Grantee will demonstrate or certify that it will provide adequate matching funds such that, when combined with payments from SANDAG, will cover all costs to be incurred for the Project. Except to the extent that SANDAG determines, in writing, that Grantee may defer its provision of matching funds for the Project, a Grantee is required under the terms of this Agreement to provide matching funds for the Project and agrees that it will not:
1. Request or obtain matching funds exceeding the amount justified by the matching share previously provided.
 2. Take any action that would cause the proportion of *TransNet* Ordinance Assistance made available to the Project at any time to exceed the percentage authorized by the Agreement for the Project.
- B. Payment by SANDAG.** Upon receiving a request for payment and adequate supporting information, SANDAG will make payment for eligible amounts to Grantee within 30 days if Grantee has complied with the requirements of the Agreement, has satisfied SANDAG that the *TransNet* Ordinance Assistance requested is needed for Project purposes in that requisition period, and is making adequate progress toward Project completion consistent with Board Policy No. 035. After Grantee has demonstrated satisfactory compliance with the preceding requirements, SANDAG may reimburse Grantee's apparent allowable costs incurred (or to be incurred in the requisition period), as set forth in the Approved Project Budget for the Project. Grantee shall use the Sample Invoice Template (attached hereto as Exhibit E), when submitting invoices to SANDAG. *[For federal agency grantees, the following sentence will be removed]:* SANDAG shall retain 10 percent from the amounts invoiced until satisfactory completion of

work. SANDAG shall promptly release retention amounts to Grantee following Grantee's satisfactory completion of work, receipt of Grantee's final invoice, and all required documentation.

C. Costs Reimbursed. Grantee agrees that Project costs eligible for *TransNet* Ordinance Assistance must comply with all the following requirements, unless SANDAG determines otherwise in writing. To be eligible for reimbursement, Project costs must be:

1. Consistent with the Project Description, the Approved Project Budget, and other provisions of the Agreement.
2. Necessary in order to accomplish the Project.
3. Reasonable for the goods or services purchased.
4. Actual net costs to Grantee (i.e., the price paid minus any refunds, rebates, or other items of value received by Grantee that have the effect of reducing the cost actually incurred, excluding program income).
5. Incurred for work performed after the Effective Date of the Agreement, and following Grantee's receipt of a Notice to Proceed from SANDAG.
6. Satisfactorily documented.
7. Treated consistently in accordance with accounting principles and procedures approved by SANDAG for Grantee, and with accounting principles and procedures approved by Grantee for its third-party contractors and subgrantees.
8. Eligible for *TransNet* Ordinance Assistance as part of the EMP.
9. Indirect Costs are only allowable with prior SANDAG approval. Grantee must submit the following documentation as part of the grant proposal: (1) an indirect cost allocation audit approved by a qualified independent auditor; or (2) the proposed method for allocating indirect costs is in accordance with Office of Management and Budget (OMB) guidelines. Indirect cost allocation plans must be reviewed and renewed annually.

D. Excluded Costs

1. In determining the amount of *TransNet* Ordinance Assistance SANDAG will provide for the Project, SANDAG will exclude:
 - a. Any Project cost incurred by Grantee before the Effective Date of the Agreement or applicable Amendment thereto.
 - b. Any cost that is not included in the latest Approved Project Budget.
 - c. Any cost for Project property or services received in connection with a subagreement, lease, third-party contract, or other arrangement that is required to be, but has not been, concurred in or approved in writing by SANDAG.
 - d. Any cost ineligible for SANDAG participation as provided by applicable laws, regulations, or policies.

2. Grantee understands and agrees that payment to Grantee for any Project cost does not constitute SANDAG's final decision about whether that cost is allowable and eligible for payment under the Project and does not constitute a waiver of any violation by Grantee of the terms of the Agreement for the Project. Grantee acknowledges that SANDAG will not make a final determination about the allowability and eligibility of any cost until the final payment has been made on the Project or the results of an audit of the Project requested by SANDAG or its Independent Taxpayers' Oversight Committee (ITOC) has been completed, whichever occurs latest. If SANDAG determines that Grantee is not entitled to receive any portion of the *TransNet* Ordinance Assistance requested or paid, SANDAG will notify Grantee in writing, stating its reasons. Grantee agrees that Project closeout will not alter Grantee's responsibility to return any funds due to SANDAG as a result of later refunds, corrections, or other similar transactions; nor will Project closeout alter SANDAG's right to disallow costs and recover funds provided for the Project on the basis of a later audit or other review.

E. Federal Claims, Excess Payments, Disallowed Costs, including Interest

1. **Grantee's Responsibility to Pay.** Upon notification to Grantee that specific amounts are owed to SANDAG, whether for excess payments of *TransNet* Ordinance Assistance, disallowed costs, or funds recovered from third-parties or elsewhere, Grantee agrees to promptly remit to SANDAG the amounts owed, including applicable interest, penalties, and administrative charges.

Section 7. Accounting Records

In compliance with applicable laws, regulations, and policies, Grantee agrees as follows:

- A. **Project Accounts.** Grantee agrees to establish and maintain for the Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project. Grantee also agrees to maintain all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents related in whole or in part to the Project so that they may be clearly identified, readily accessible, and available to SANDAG upon request and, to the extent feasible, kept separate from documents not related to the Project.
- B. **Documentation of Project Costs and Program Income.** Except to the extent that SANDAG determines otherwise, in writing, Grantee agrees to support all costs charged to the Project, including any approved services or property contributed by Grantee or others, with properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges, including adequate records to support the costs Grantee has incurred underlying any payment SANDAG has agreed to participate in based upon a "payable" milestone.

Section 8. Reporting, Record Retention, and Access

- A. **Types of Reports.** Grantee agrees to submit to SANDAG all reports required by law and regulation, policy, this Agreement, and any other reports SANDAG may specify.
- B. **Report Formats.** Grantee agrees that all reports and other documents or information intended for public availability developed in the course of the Project and required to be submitted to SANDAG must be prepared and submitted in electronic and/or typewritten hard

copy formats, as SANDAG may specify. SANDAG reserves the right to specify that records be submitted in particular formats.

- C. Record Retention.** During the course of the Project and for three years thereafter from the date of transmission of the final expenditure report, Grantee agrees to maintain, intact and readily accessible, all data, documents, reports, records, contracts, and supporting materials relating to the Project as SANDAG may require.
- D. Access to Records of Grantees and Subgrantees.** Grantee agrees to permit, and require its subgrantees to permit, SANDAG or its authorized representatives, upon request, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of Grantee and its subgrantees pertaining to the Project.
- E. Project Closeout.** Grantee agrees that Project closeout does not alter the reporting and record retention requirements of this Agreement.
- F. Quarterly Reports.** It shall be the responsibility of Grantee to advise SANDAG on a quarterly basis of the progress of its work, expenditures incurred, and information regarding whether the Project is projected to comply with the fee payment schedule and Project budget limits. The quarterly progress report shall be submitted in writing to SANDAG within three weeks after the periods covering January 1 to March 31; April 1 to June 30; July 1 to September 30; and October 1 to December 31. Grantee shall document the progress and results of work performed under this Agreement to the satisfaction of SANDAG and, if applicable, to the satisfaction of any government agency as directed by SANDAG. This may include progress and final reports, plans, specifications, estimates, or other evidence of attainment of the Agreement objectives, which are requested by SANDAG or ITOC. Grantee may be required to attend meetings of SANDAG staff and committees, including but not limited to ITOC, the Regional Planning Committee, and the SANDAG Board of Directors, to report on its progress and respond to questions.

Section 9. Project Completion, Audit, Settlement, and Closeout

- A. Project Completion.** Within 90 calendar days following Project completion or termination by SANDAG, Grantee agrees to submit a final certification of Project expenses and audit reports, as applicable.
- B. Audit of Grantee.** Grantee agrees to have financial and compliance audits performed as SANDAG may require. If performed, these financial and compliance audits must comply with the provisions of OMB Circular A-133, dated March 2014, and any further revision or supplement thereto. Grantee also agrees to obtain any other audits required by SANDAG. Grantee agrees that these audits will be conducted in accordance with the U.S. Government Accountability Office "Generally Accepted Government Auditing Standards." Grantee agrees that Project closeout will not alter Grantee's audit responsibilities. Audit costs are allowable Project costs.
- C. Performance Audit.** Grantee agrees to cooperate with SANDAG or ITOC with regard to any performance audit that is performed on the Project pursuant to the *TransNet* Ordinance.
- D. Project Closeout.** Project closeout occurs when SANDAG notifies Grantee that SANDAG has closed the Project, and either forwards the final *TransNet* Ordinance Assistance payment or acknowledges that Grantee has remitted the proper refund. Grantee agrees that Project

closeout by SANDAG does not invalidate any continuing requirements imposed by the Agreement or any unmet requirements set forth in a written notification from SANDAG.

Section 10. Timely Progress and Right of SANDAG to Terminate

- A.** Grantee shall make diligent and timely progress toward completion of the Project within the timelines set forth in the Project Schedule (Exhibit C) and consistent with Board Policy No. 035. If timely progress is not achieved, SANDAG may review the status of the Project to determine if the funds should be reallocated to another eligible project. Grantee understands and agrees that any failure to make reasonable progress on the Project, or violation of the Agreement that endangers substantial performance of the Project, shall provide sufficient grounds for SANDAG to terminate the Agreement for the Project.
- B.** Upon written notice, Grantee agrees that SANDAG may suspend or terminate all or any part of the *TransNet* Ordinance Assistance to be provided for the Project if Grantee has violated the terms of this Agreement, or if SANDAG determines that the purpose of the laws or policies authorizing the Project would not be adequately served by the continuation of *TransNet* Ordinance Assistance for the Project.
- C.** In general, termination of *TransNet* Ordinance Assistance for the Project will not invalidate obligations properly incurred by Grantee before the termination date to the extent those obligations cannot be canceled. If, however, SANDAG determines that Grantee has misused *TransNet* Ordinance Assistance by failing to make adequate progress, failing to make reasonable and appropriate use of Project property, or failing to comply with the terms of this Agreement, SANDAG reserves the right to require Grantee to refund the entire amount of *TransNet* Ordinance Assistance provided for the Project or any lesser amount as SANDAG may determine.
- D.** Expiration of any Project time period established in the Project Schedule will not, by itself, automatically constitute an expiration or termination of this Agreement for the Project; however, Grantee must request, and SANDAG may agree, to amend the contract if the Project Schedule will not be met. An amendment to the Project Schedule may be made at SANDAG's discretion, consistent with Board Policy No. 035, if Grantee provides documentation that the Project is delayed due to factors external to the control of Grantee.

Section 11. Civil Rights

Grantee agrees to comply with all applicable civil rights laws, regulations and policies, and shall include the provisions of this Section 11 in each subagreement, lease, third-party contract, or other legally binding document to perform work funded by this Agreement. Applicable civil rights laws, regulations and policies include, but are not limited to, the following:

- A. Nondiscrimination.** SANDAG implements its programs without regard to income level, disability, race, color, and national origin in compliance with the Americans with Disabilities Act, and Title VI of the Civil Rights Act. Grantee shall prohibit discrimination on these grounds, notify the public of their rights under these laws, and utilize a process for addressing complaints of discrimination. Furthermore, Grantee shall make the procedures for filing a complaint available to members of the public and will keep a log of all such complaints. Grantee must notify SANDAG immediately if a complaint is lodged that relates to the Project or program funded by this grant.

- B. Equal Employment Opportunity.** During the performance of this Agreement, Grantee and all of its subcontractors, if any, shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family and medical care leave, denial of pregnancy disability leave, veteran status, or sexual orientation. Grantee and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (California Government Code Section 12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by this reference and are made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Section 12. Ownership of Work Product

SANDAG shall own any deliverables created in whole or in part for SANDAG's benefit pursuant to the Scope of Work for the Project. The term "deliverables" includes, but is not limited to, all original drawings, reports, photos, and other documents, including detailed calculations and other work product developed for the Project or services performed on the Project.

Section 13. Disputes and Venue

- A. Choice of Law.** This Agreement shall be interpreted in accordance with the laws of the State of California.
- B. Dispute Resolution Process.** In the event Grantee has a dispute with SANDAG during the performance of this Agreement, Grantee shall continue to perform unless SANDAG informs Grantee in writing to cease performance. The dispute resolution process for disputes arising under this Agreement shall be as follows:

Grantee shall submit a statement of the grounds for the dispute, including all pertinent dates, names of persons involved, and supporting documentation, to SANDAG's Project Manager. The Project Manager and other appropriate SANDAG staff will review the documentation in a timely manner and reply to Grantee within 20 calendar days. Upon receipt of an adverse decision by SANDAG, Grantee may submit a request for reconsideration to SANDAG's Executive Director. The request for reconsideration must be received within ten calendar days from the postmark date of SANDAG's reply. The Executive Director will respond to the request for reconsideration within ten working days. The written decision of the Executive Director shall be final.

- C. Venue.** If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any such litigation between the Parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorneys' fees, litigation and collection expenses, witness fees, and court costs as determined by the court.

Section 14. Assignment

Grantee shall not assign, sublet, or transfer (whether by assignment or novation) this Agreement or any rights under or interest in this Agreement

Section 15. Insurance

Grantee shall procure and maintain during the period of performance of this Agreement, and for 12 months following completion, policies of insurance from insurance companies authorized to do business in the State of California or the equivalent types and amounts of self-insurance, as follows:

- A. General Liability.** Combined single limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate for personal and bodily injury, including death, and broad form property damage. The policy must include an acceptable "Waiver of Transfer Rights of Recovery Against Others Endorsement." The policy must name SANDAG as an additional insured in the endorsement. A deductible or retention may be utilized, subject to approval by SANDAG.
- B. Automobile Liability.** For personal and bodily injury, including death, and property damage in an amount not less than \$1,000,000.
- C. Workers' Compensation and Employer's Liability.** Policy must comply with the laws of the State of California. The policy must include an acceptable "Waiver of Right to Recover From Others Endorsement" naming SANDAG as an additional insured.
- D. Other Requirements.** Grantee shall furnish satisfactory proof by one or more certificates (original copies) that it has the foregoing insurance. The insurance shall be provided by an acceptable insurance provider, as determined by SANDAG, which satisfies the following minimum requirements:
 - 1.** An insurance carrier qualified to do business in California and maintaining an agent for service of process within the state. Such insurance carrier shall maintain a current A.M. Best rating classification of "A-" or better, and a financial size of "\$10 million to \$24 million (Class V) or better," or
 - 2.** An insurance carrier qualified to do business in California and a policy provision for an agent for service of process in California.

Certificates of insurance shall be filed with SANDAG. These policies shall be primary insurance as to SANDAG so that any other coverage held by SANDAG shall not contribute to any loss under Grantee's insurance. Insurance policies shall not be canceled without first giving 30 days' advance written notice to SANDAG. For purposes of this notice requirement, any material change in the policy prior to its expiration shall be considered a cancellation.

[For federal agencies, the following language will be used in place of the language above]:

The [name of federal agency] is self-insured. Its employees are compensated for injuries on the job by the Federal Employees' Compensation Act, codified as 5 U.S.C. 8101 et seq.

Section 16. Indemnification and Hold Harmless

- A. Generally.** With regard to Grantee's performance in connection with or incidental to the Project, Grantee agrees to defend, indemnify, protect, and hold SANDAG and its Board of

Directors, agents, officers and employees harmless from and against any and all claims, including, but not limited to, prevailing wages claims against the Project, asserted or established liability for damages or injuries to any person or property, including injury to Grantee's or its subgrantees' employees, agents, or officers, which arise from or are connected with or are caused or claimed to be caused by the negligent, reckless, or willful acts or omissions of Grantee and its subgrantees and their agents, officers, or employees, in performing the work or services herein, and all expenses of investigating and defending against same, including attorney fees and costs; provided, however, that Grantee's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of SANDAG, its Board of Directors, agents, officers, or employees.

- B. Intellectual Property.** Upon request by SANDAG, Grantee agrees to indemnify, save, and hold harmless SANDAG and its Board of Directors, officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Grantee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project. Grantee shall not be required to indemnify SANDAG for any such liability caused solely by the wrongful acts of SANDAG employees or agents.

Section 17. Independent Contractor

- A. Status of Grantee.** Grantee shall perform the services provided for within this Agreement as an independent contractor, and not as an employee of SANDAG. Grantee shall be under the control of SANDAG as to the result to be accomplished and not the means, and shall consult with SANDAG as provided for in the Scope of Work. The payments made to Grantee pursuant to this Agreement shall be the full and complete compensation to which Grantee is entitled. SANDAG shall not make any federal or state tax withholdings on behalf of Grantee. SANDAG shall not be required to pay any workers' compensation insurance on behalf of Grantee. Grantee agrees to indemnify SANDAG for any tax, retirement contribution, social security, overtime payment, or workers' compensation payment which SANDAG may be required to make on behalf of Grantee or any employee of Grantee for work done under this Agreement.
- B. Actions on behalf of SANDAG.** Except as SANDAG may specify in writing, Grantee shall have no authority, express or implied, to act on behalf of SANDAG in any capacity whatsoever, as an agent or otherwise. Grantee shall have no authority, express or implied, to bind SANDAG or its members, agents, or employees, to any obligation whatsoever, unless expressly provided for in this Agreement.

Section 18. Integration

This Agreement represents the entire understanding of SANDAG and Grantee as to those matters contained in it. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by SANDAG and Grantee.

Section 19. Severability

If any provision of this Agreement is determined invalid, the remainder of that Agreement shall not be affected if that remainder would continue to conform to the requirements of applicable laws or regulations.

Section 20. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to:

SANDAG: San Diego Association of Governments
Attention: Sarah Pierce
401 B Street, Suite 800
San Diego, CA 92101

Grantee: Chaparral Lands Conservancy
Attention: David Hogan
P.O. Box 141
Mount Laguna, CA 91948

and shall be effective upon receipt thereof.

Section 21. Signatures

The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the Parties have executed this Grant Agreement No. 5004947 as of the date written above.

SAN DIEGO ASSOCIATION OF GOVERNMENTS

CHAPARRAL LANDS CONSERVANCY



GARY L. GALLEGOS
Executive Director or designee



DAVID HOGAN
Executive Director

APPROVED AS TO FORM:



Office of General Counsel

EXHIBIT A
SCOPE OF WORK

The Crest Canyon Invasive Plant Control Project would control the highly invasive exotic purple veldtgrass (*Ehrharta calycina*) in the Crest Canyon Preserve in Del Mar Heights. The project would conduct thorough and systematic herbicide treatment of purple veldtgrass and any other encountered invasive plant species in an attempt to significantly reduce the spread of veldtgrass in the Crest Canyon Preserve.

Task #	Task Name	Task Description	Quantifiable Results/Deliverables
1			
1a	Control Purple Veldt Grass & Other Invasive Non-Native Plants	Retain qualified contractors to treat purple veldt grass and other encountered invasive non-native plants with herbicide	<ul style="list-style-type: none"> • ≥ 90% overall reduction in purple veldt grass in Crest Canyon Preserve • 100% reduction in purple veldt grass in and near occurrences of MSP species: coast wallflower, Orcutt's spineflower, and short-leaved dudleya
1b	GIS Mapping	Retain qualified GIS contractor to map past and current purple veldtgrass locations in Crest Canyon.	<ul style="list-style-type: none"> • Update mapping from previous EMP grant to reflect current purple veldt grass locations* • Document whether current purple veldt grass locations were identified in previous EMP grant or are new occurrences*
1c	Project Management	Staff oversight and management of all aspects of Task 1 Invasive Plant Control including soliciting bids for contract work, preparing contracts (invasive plant control, GIS mapping), and overseeing contract implementation.	<ul style="list-style-type: none"> • Approximately 208 hours
	Grant Reporting & Administration	Staff implementation of all aspects of Task 2 Grant Reporting & Administration including managing implementation of grant contract; tracking and recording expenses; and preparing project invoices and quarterly and final reports.	<ul style="list-style-type: none"> • Approximately 21 hours • 6 quarterly grant invoices • 5 quarterly grant reports • 1 one final grant report

EXHIBIT B
PROJECT BUDGET

Grantee agrees to submit Invoices to SANDAG on a quarterly basis within three weeks after period covering January 1 to March 31; within three weeks after period covering April 1 to June 30; within three weeks after period covering July 1 to September 30; and within three weeks after period covering October 1 to December 31; covering the costs of the work done by Task during that time period. Invoices should include backup material on the matching funds and the requested *TransNet* funds.

Task #	Task Name	Grant Amount
1	Invasive Plant Control	
	Contractors	
1a	Control Purple Veldt Grass & Other Invasive Non-Native Plants	\$ 34,734.00
1b	GIS Mapping	\$ 1,000.00
1c	Project Management Staff	\$ 11,559.60
2	Grant Reporting & Administration	
	Grant Reporting & Administration Staff	\$ 1,155.96
	Sub Total	\$ 48,449.56
	Indirect Cost (11.24%)	\$ 1,541.63
	TOTAL	\$ 49,991.19

Task #				
1a	Invasive Plant Control Control Purple Veldt Grass & Other Invasive Non-Native Plants	NTP	18 Months	18 Months
	GIS Mapping	NTP	18 Months	18 Months
	Project Management	NTP	18 Months	18 Months
2	Grant Reporting & Administration	NTP	18 Months	18 Months

1. Assumes a Notice to Proceed in January 2017.

2. A later NTP may result in a request for an extension of the project schedule to provide one full additional water year (October - September) after the scheduled project end date.

3. Unfavorable weather conditions, harmful unforeseen events (e.g. vandalism, accidents), and or delayed permits (collectively "project delays") may result in a request for an extension of the project schedule to provide the same number of additional water years (October - September) as those impacted by the project delays after the scheduled project end date.

EXHIBIT D
BOARD POLICY NO. 035



BOARD POLICY NO. 035

COMPETITIVE GRANT PROGRAM PROCEDURES

Applicability and Purpose of Policy

This Policy applies to all grant programs administered through SANDAG, whether from *TransNet* or

San Diego Regional Transportation Planning Board (SDRTPB) or the San Diego County Transportation Planning Board (SDCTPB).

Nothing in this Policy is intended to supersede federal or state grant rules, regulations, statutes, or contract documents that conflict with the requirements in this Policy. There are never enough government grant funds to pay for all of the projects worthy of funding in the San Diego region. For this reason, SANDAG awards grant funds on a competitive basis that takes the grantees' ability to perform their proposed project on a timely basis into account. SANDAG intends to hold grantees accountable to the project schedules they have proposed in order to ensure fairness in the competitive process and encourage grantees to get their projects implemented quickly so that the public can benefit from the project deliverables as soon as possible.

Procedures

1. Project Milestone and Completion Deadlines

1.1. When signing a grant agreement for a competitive program funded and/or administered by SANDAG, grant recipients must agree to the project delivery objectives and schedules in the agreement. In addition, a grantee's proposal must contain a schedule that falls within the following deadlines. Failure to meet the deadlines below may result in revocation of all grant funds not already expended. The final invoice for capital, planning, or operations grants must be submitted prior to the applicable deadline.

1.1.1. Funding for Capital Projects. If the grant will fund a capital project, the project must be completed according to the schedule provided in the grant agreement, but at the latest, any necessary construction contract must be awarded within two years following execution of the grant agreement, and construction must be completed within eighteen months following award of the construction contract. Completion of construction for purposes of this policy shall be when the prime construction contractor is relieved from its maintenance responsibilities. If no construction contract award is necessary, the construction project must be complete within eighteen months following execution of the grant agreement.

1.1.2. Funding for Planning Grants. If the grant will fund planning, the project must be completed according to the schedule provided in the grant agreement, but at the latest, any necessary consultant contract must be awarded within one year following execution of the grant agreement, and the planning project must be

complete within two years following award of the consultant contract. Completion of planning for purposes of this policy shall be when grantee approves the final planning project deliverable. If no consultant contract award is necessary, the planning project must be complete within two years of execution of the grant agreement.

1.1.3 Funding for Operations Grants. If the grant will fund operations, the project must be completed according to the schedule provided in the grant agreement, but at the latest, any necessary services contract for operations must be awarded within one year following execution of the grant agreement, and the operations must commence within six months following award of the operations contract. If no services contract for operations is necessary, the operations project must commence within one year of execution of the grant agreement.

1.1.4 Funding for Equipment or Vehicles Grants. If the grant will fund equipment or vehicles, the project must be completed according to the schedule provided in the grant agreement, but at the latest, any necessary purchase contracts for equipment or vehicles must be awarded within one year following execution of the grant agreement, and use of the equipment or vehicles for the benefit of the public must commence within six months following award of the purchase contract.

2. Project Milestone and Completion Deadline Extensions

2.1. Schedules within grant agreements may include project scopes and schedules that will identify interim milestones in addition to those described in Section 1 of this Policy. Grant recipients may receive extensions on their project schedules of up to six months for good cause. Extensions of up to six months aggregate that would not cause the project to miss a completion deadline in Section 1 may be approved by the SANDAG Executive Director. Extensions beyond six months aggregate or that would cause the project to miss a completion deadline in Section 1 must be approved by the Policy Advisory Committee that has been delegated the necessary authority by the Board. For an extension to be granted under this Section 2, the following conditions must be met:

2.1.1. For extension requests of up to six months, the grantee must request the extension in writing to the SANDAG Program Manager at least two weeks prior to the earliest project schedule milestone deadline for which an extension is being requested. The Executive Director or designee will determine whether the extension should be granted. The Executive Director's action will be reported out to the Board in following month's report of delegated actions.

2.1.2. A grantee seeking an extension must document previous efforts undertaken to maintain the project schedule, explain the reasons for the delay, explain why the delay is unavoidable, and demonstrate an ability to succeed in the extended time frame the grantee proposes.

response to the responsible Policy Advisory Committee by sending the appeal to the SANDAG Program Manager.

2.1.4. Extension requests that are rejected by the Policy Advisory Committee will result in termination of the grant agreement and obligation by the grantee to return to SANDAG any unexpended funds within 30 days. Unexpended funds are funds for project costs not incurred prior to rejection of the extension request by the Policy Advisory Committee.

3. Project Delays and Extensions in Excess of Six Months

3.1. Requests for extensions in excess of six months, or that will cause a project to miss a completion deadline in Section 1 (including those projects that were already granted extensions by the Executive Director and are again falling behind schedule), will be considered by the Policy Advisory Committee upon request to the SANDAG Program Manager.

3.2. A grantee seeking an extension must document previous efforts undertaken to maintain the project schedule, explain the reasons for the delay, explain why the delay is unavoidable, and demonstrate an ability to succeed in the extended time frame the grantee proposes. The grantee must provide the necessary information to SANDAG staff to place in a report to the Policy Advisory Committee. If sufficient time is available, and the grant utilized TransNet funds, the request will first be taken to the Independent Taxpayer Advisory Committee (ITOC) for a recommendation. The grantee should make a representative available at the meeting to present the information to, and/or answer questions from, the ITOC and Policy Advisory Committee.

3.3. The Policy Advisory Committee will only grant an extension under this Section 3 for extenuating circumstances that the grantee could not have reasonably foreseen.

4. Resolution and Execution of the Grant Agreement

4.1. Two weeks prior to the review by the Policy Advisory Committee of the proposed grants, prospective grantees must submit a resolution from their authorized governing body that includes the provisions in this Subsection 4.1. Failure to provide a resolution that meets the requirements in this Subsection 4.1 will result in rejection of the application and the application will be dropped from consideration with funding going to the next project as scored by the evaluation committee. In order to assist grantees in meeting this resolution deadline, when SANDAG issues the call for projects it will allow at least 90 days for grant application submission.

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4.1.2. Grantee governing body authorizes staff to accept the grant funding and execute a grant agreement if an award is made by SANDAG.

4.2. Grantee's authorized representative must execute the grant agreement within 45 days from the date SANDAG presents the grant agreement to the prospective grantee for

execution. Failure to meet the requirements in this Subsection 4.2 may result in revocation of the grant award.

5. Increased Availability of Funding Under this Policy

- 5.1. Grant funds made available as a result of the procedures in this Policy may be awarded to the next project on the recommended project priority list from the most recent project selection process, or may be added to the funds available for the next project funding cycle, at the responsible Policy Advisory Committee's discretion. Any project that loses funding due to failure to meet the deadlines specified in this Policy may be resubmitted to compete for funding in a future call for grant applications.

Adopted: January 2010

Amended: November 2014



ATTACHMENT 3
City of San Diego Right of Entry Permit



THE CITY OF SAN DIEGO

CITY OF SAN DIEGO

RIGHT OF ENTRY PERMIT

(Rarest Plants Project)

THIS CITY OF SAN DIEGO RIGHT OF ENTRY PERMIT ("Permit") is entered into by and between **THE CITY OF SAN DIEGO**, a California municipal corporation ("CITY"), and **the Chaparral Lands Conservancy** ("PERMITTEE"), to be effective as of 8/18/2015 (the "Effective Date"), when signed by the parties and approved by the San Diego City Attorney.

CITY hereby grants PERMITTEE the non-exclusive right to enter upon the Permit Area, based upon the following terms and conditions:

1. Definitions: As used in this Permit, the following terms shall be defined as follows:

1.1 **"CITY Contact"** shall mean the CITY's Park and Recreation Department District Manager or designee, as follows:

Carmel Mountain Preserve	Gina Washington	(858) 538-8066
Crest Canyon Open Space	Ed Christensen	(858) 538-8082
Gonzales Canyon	Ed Christensen	(858) 538-8082
North City W Open Space	George Flores	(619) 685-1335
Rose Canyon Open Space	Matt Sanford	(858) 581-9952
Soledad Natural Park Open Space	Paul Kilburg	(619) 685-1327
Sunset Cliffs Park	Renee Tipton	(858) 581-7606
Tecolote Canyon Natural Park	Matt Sanford	(858) 581-9952
Torrey Pines	Vince Paniagua	(858) 581-9976
Other Open Space Parks	Kim Roeland	(619) 685-1308
MSCP Biologist	Kim Roeland	(619) 685-1308

1.2 **"Permit Area"** shall mean that certain CITY-owned real property located within designated open space and managed by Park and Recreation Department as generally depicted in **Exhibits A-1 to A-10: Permit Area**, attached hereto.

1.3 **"PERMITTEE"** shall mean the Chaparral Lands Conservancy which shall include PERMITTEE's agents, employees and volunteers. PERMITTEE shall be responsible for all of PERMITTEE's agents, employees and volunteers and ensure that they adhere to all conditions as stated in this Permit.

Open Space Division • Park and Recreation

202 C Street, 5th Floor, MS 5D • San Diego, CA 92101-4215

Tel (619) 685-1350 Fax (619) 685-1362



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1.4 "PERMITTEE's Address for Notices" shall be:

The Chaparral Lands Conservancy
P.O. Box 141
Mount Laguna, CA 91948

2. Right to Enter: The use of the Permit Area by PERMITTEE shall be limited to 1) surveys for sensitive plant species in suitable habitat at the discretion of City Park Rangers and /or City Biologists, 2) establishment of new populations of rare plants in appropriate habitat locations subject to review and approval of City Park and Recreation Staff, and 3) installation of fencing and/or signage to protect existing or new populations at the discretion of City Park Rangers ("Project"). Additional detail as to the authorized uses in the Permit Area is attached in **Exhibit B: Scope of Work**. CITY reserves the right to enter upon the Permit Area at all times and to inspect and maintain the Permit Area as CITY deems necessary.
3. Fee: The processing fee for this Permit is hereby waived because the Project provides a public benefit by satisfying requirements in the MSCP to manage populations of rare plants including City's Multiple Species Conservation Program Subarea Plan-covered species.
4. Contingency: PERMITTEE must validate, to the satisfaction of the CITY, that it has all the necessary funds plus a 5% contingency readily available to complete the Project before beginning the Project.
5. Term: This Permit shall be effective upon the Effective Date, and shall expire at the close of business for Open Space offices in the City Administration Building, 202 C. Street, San Diego 92101 on June 1, 2018, or upon earlier completion of the Project, as shown by acceptance of the Project by the CITY ("Term"). A reasonable extension to the Term may be granted at the sole discretion of the CITY.
6. CITY's Consent, Discretion. CITY's consent or approval under this Permit shall mean the written consent or approval of the Mayor of San Diego, or his or her designee ("Mayor"), unless otherwise required by law or expressly provided herein, and shall be made in the Mayor's discretion, subject to all applicable laws, rules, regulations and directives of competent governmental authorities.
7. Commencement of Work and Pre-Construction Activities:
 - 7.1 Work Schedule: PERMITTEE shall contact CITY Contact a minimum of five (5) working days prior to the start date of the Project. At that time, PERMITTEE shall submit a work schedule to CITY Contact that includes a description of the work to be performed, the specific location of such work within the Permit Area, and the dates and times of such work. CITY reserves the right to impose reasonable restrictions and scheduling conditions for any activities related to the Project, and no work shall

commence pursuant to this Permit without the prior verbal approval of the CITY Contact.

7.2 Public Access Approval: Notwithstanding the time periods set forth in subsection 7.1, PERMITTEE shall notify CITY Contact a minimum of ten (10) working days prior to start of any work associated with the Project that may affect the use of any public access in the Permit Area.

7.3 Pre-Construction Meeting: A minimum of five (5) working days prior to commencement of the Project, PERMITTEE shall invite CITY Contact to a pre-construction meeting. This meeting shall establish points of contact, define means and methods of the Project, and coordinate the PERMITTEE's work schedule with scheduled activities and Park and Recreation Department operations in and adjacent to the Permit Area.

8. Unauthorized Activities: PERMITTEE shall not engage in any activity on CITY-owned property other than pre-approved aspects of the Project. Any work performed by PERMITTEE that was not previously approved or otherwise authorized by this Permit, shall be removed and the CITY-owned property shall be put back to its condition on the Effective Date at the PERMITTEE's sole cost and expense, subject to the satisfaction of the CITY Contact.

9. Insurance: PERMITTEE shall not begin any work on the Project until it has: (a) provided to CITY insurance certificates reflecting evidence of all insurance required below; however, the CITY reserves the right to request, and the PERMITTEE shall submit, copies of any policy upon reasonable request by the CITY; (b) obtained CITY approval of each insurance company or companies; and (c) confirmed with CITY that all policies contain the specific provisions required below. PERMITTEE's liabilities, including but not limited to PERMITTEE's indemnity obligations, under this Permit, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Permit and PERMITTEE's failure to maintain or renew coverage or to provide evidence of renewal during the Term may be treated as a material breach of contract by the CITY. The PERMITTEE shall not modify any policy or endorsement thereto which increases the CITY's exposure to loss for the Term.

9.1 Types of Insurance: At all times during the term of this Permit, the PERMITTEE shall maintain insurance coverage as follows:

a. Commercial General Liability (CGL). Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$1 million per occurrence and subject to an annual aggregate of \$2 million. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

b. Commercial Automobile Liability. For all of the PERMITTEE's automobiles including owned, hired and non-owned automobiles, the PERMITTEE shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

c. Causes of Loss-Special Form Property Insurance. PERMITTEE shall obtain and maintain, at its sole cost, Causes of Loss-Special Form Property Insurance on all of PERMITTEE's insurable property related to the Project or the Permit Area in an amount to cover 100 percent (100%) of the replacement cost. PERMITTEE shall deliver a certificate of such insurance to CITY Contact.

d. Workers' Compensation. For all of the PERMITTEE's employees who are subject to this Permit and to the extent required by the applicable state or federal law, the PERMITTEE shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1 million of employers' liability coverage, and the PERMITTEE shall provide an endorsement that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives

9.2 Deductibles: All deductibles on any policy shall be the responsibility of the PERMITTEE and shall be disclosed to the CITY at the time the evidence of insurance is provided.

9.3 Acceptability of Insurers: Except for the State Compensation Insurance Fund, all insurance required by this Permit shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by the 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 Eligible Surplus Lines Insurers (LESLI 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.

9.4 Modification: To assure protection from and against the kind and extent of risk existing with the Project, CITY, at its reasonable discretion, may require the revision of amounts and coverage at any time by giving PERMITTEE thirty (30) days prior written notice. PERMITTEE shall also obtain any additional insurance required by CITY for new improvements, changed circumstances, or CITY's reasonable re-evaluation of risk levels related to the Project.

9.5 Accident Reports: PERMITTEE shall immediately report to CITY any accident causing property damage or injury to persons on the Permit Area or otherwise related

to the Project. Such report shall contain the names and addresses of the involved parties, a statement of the circumstances, the date and hour of the accident, the names and addresses of any witnesses, and other pertinent information.

9.6 Required Endorsements: The following endorsements to the policies of insurance are required to be provided to CITY before any work is initiated under this Permit.

9.6.1 Commercial General Liability Insurance Endorsements:

i. Additional Insured: To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Additional Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of: (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.

ii. Primary and Non-Contributory Coverage: The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of PERMITTEE's insurance and shall not contribute to it.

iii. Severability of Interest. The policy or policies must be endorsed to provide that the PERMITTEE's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

9.6.2 Automobile Liability Insurance Endorsements:

i. Additional Insured. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Additional Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobile owned, leased, hired or borrowed by or on behalf of the PERMITTEE.

ii. Severability Of Interest. The policy or policies must be endorsed to provide that PERMITTEE's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

9.6.3 Worker's Compensation Insurance Endorsements:

i. Waiver of Subrogation: The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against CITY and its respective elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for CITY.

10. Indemnification: PERMITTEE shall protect, defend, indemnify, and hold CITY, its elected officials, officers, representatives, agents, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to PERMITTEE's officers, employees, agents, contractors, invitees and guests, which arise out of or are in any manner directly or indirectly connected with this Permit or PERMITTEE's occupancy, use, development, maintenance, or restoration of the Permit Area, including damages arising out of release of hazardous materials, and all expenses of investigating and defending against same, including without limitation reasonable attorney fees and costs; provided, however, that PERMITTEE's duty to indemnify and hold harmless shall not include any established liability arising from the active negligence, sole negligence or willful misconduct of CITY, its elected officials, officers, representatives, agents and employees. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, PERMITTEE shall pay all reasonable costs related thereto, including without limitation reasonable attorney fees and costs.

11. No Discrimination: PERMITTEE shall not discriminate in any manner against any person or persons on account of race, color, religion, gender, sexual orientation, medical status, national origin, age, marital status, or disability in PERMITTEE's use of the Permit Area, including but not limited to the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment.

12. Nuisance and Noise Disturbances: PERMITTEE shall not use the Permit Area in any manner which, in the opinion of CITY creates a nuisance or disturbs the quiet enjoyment of persons in the surrounding area or that violates CITY's Noise Abatement and Control Ordinance (Chapter 5, Article 9.5 of the San Diego Municipal Code, as amended from time to time).

13. Revocable Permit: This Permit is not a lease. It is a license to use CITY property, and may be revoked at will by CITY, in its sole discretion: (a) immediately upon written notice delivered to PERMITTEE if PERMITTEE breaches or defaults any of PERMITTEE's obligations under this Permit or in case of an emergency; or (b) upon reasonable prior written notice, but not less than three (3) days, delivered to PERMITTEE if for CITY's convenience. CITY shall not be obligated for any burden or loss, financial or otherwise, which may be incurred by PERMITTEE as a result of such revocation or the termination of this Permit.
14. Compliance with Law: PERMITTEE shall at all times in its use, occupancy, and maintenance of the Permit Area comply with all applicable laws, rules, regulations and directives of competent governmental authorities, and at PERMITTEE's sole cost and expense. At least annually, PERMITTEE shall deliver to CITY copies of all documentary evidence of such compliance received by or otherwise available to PERMITTEE (e.g., validation of periodic inspections, if applicable).
15. Governmental Approvals: By entering into this Permit, neither CITY nor CITY's City Council is obligating itself to PERMITTEE or to any governmental agent, board, commission or agency with regard to any other discretionary action relating to PERMITTEE's occupancy, use, development, maintenance or restoration of the Permit Area. "Discretionary action" includes without limitation re-zonings, variances, environmental clearances and all other required governmental approvals.
16. No Assignment: PERMITTEE shall not assign any rights granted by this Permit nor any interest therein without the prior written approval of the CITY. Approval of any such proposed assignment may be withheld at the sole and absolute discretion of the CITY. Any assignment by operation of law shall automatically terminate this Permit.
17. Signs: PERMITTEE shall not erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings or similar devices or advertising in the Permit Area without CITY's prior written consent. If any such unauthorized item is found on the Permit Area, PERMITTEE shall remove the item at its expense within twenty-four (24) hours after notice by CITY, or CITY may thereafter summarily remove the item at PERMITTEE's cost.
18. Security and Safety of Permit Area: PERMITTEE shall bear sole responsibility for the security and safety of the Permit Area during the Term relating to any work performed as authorized by this Permit or under the direction of PERMITTEE. PERMITTEE shall be responsible for the maintenance, cleanup, and securing of the Permit Area, as appropriate, immediately following each day's work to ensure security and safety. PERMITTEE shall comply with all applicable laws, rules, regulations and directives of competent governmental authorities, at PERMITTEE's sole cost and expense, with respect to maintaining the Permit Area in a safe and secure manner during the Term. CITY has no obligation to provide oversight of the Project or staffing or resources for the maintenance of the Permit Area during the Term.

19. Hazardous Materials: PERMITTEE shall not allow the illegal installation, storage, utilization, generation, sale or release of any Hazardous Substance or otherwise regulated substances in, on, under or from the Permit Area by any of PERMITTEE's officers, employees, agents, contractors, invitees and guests. PERMITTEE and PERMITTEE's officers, employees, agents, contractors, invitees and guests shall not install, store, utilize, generate or sell any Hazardous Substance on the Permit Area without CITY's prior written consent. PERMITTEE shall, prior to initiating any operations, obtain all required permits from applicable regulatory agencies, including without limitation the San Diego County Department of Environmental Health, local fire agencies, the San Diego County Department of Weights and Measures, the San Diego County Air Pollution Control District, and the San Diego Regional Water Quality Control Board. Installing, utilizing, storing, or any other presence of a Hazardous Substance includes boxes, bags, bottles, drums, cylinders, above or below ground tanks, equipment with tanks, or any other type of container, equipment or device which holds or incorporates a Hazardous Substance or hazardous waste.
- 19.1 Release. For all purposes of this Permit, a "release" shall include without limitation any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or otherwise disposing of a Hazardous Substance.
- 19.2 Hazardous Substance. For all purposes of this Permit, "Hazardous Substance" shall mean any substance listed by the Environmental Protection Agency or the State of California as a hazardous substance, and all types of petroleum-related substances and their chemical constituents.
- 19.3 Remediation. If PERMITTEE's occupancy, use, development, maintenance, or restoration of the Permit Area results in a release of a Hazardous Substance, PERMITTEE shall pay all costs of remediation and removal to the CITY's satisfaction for unrestricted reuse of the Permit Area, and in accordance with all applicable laws, rules, and regulations of governmental authorities.
- 19.4 Removal. If PERMITTEE or PERMITTEE's officers, employees, agents, contractors, invitees and guests has received approval and permits to store, utilize, generate or install, or otherwise bring Hazardous Substances to the Permit Area, PERMITTEE shall remove all Hazardous Substances in any type of container, equipment or device from the Permit Area immediately upon or prior to the expiration or earlier termination of this Permit. CITY reserves the right to conduct inspections of the Permit Area and/or request documentation demonstrating the legal removal and/or disposal of the hazardous materials, wastes or other containers, equipment or devices from the Permit Area. PERMITTEE shall be responsible for any and all costs incurred by CITY to remove any container, equipment or device requiring disposal or removal as required by this provision.
- 19.5 Indemnity. PERMITTEE shall protect, defend, indemnify, and hold CITY harmless from any and all claims, costs, and expenses related to environmental liabilities resulting from PERMITTEE's occupancy, use, development, maintenance, or

restoration of the Permit Area, including without limitation: (i) costs of environmental assessments; (ii) costs of regulatory remediation oversight; (iii) costs of remediation and removal; (iv) any necessary CITY response costs; (v) all fines, penalties or fees assessed by any regulatory agency; (vi) damages for injury to natural resources, PERMITTEE's officers, employees, invitees, guests, agents or contractors, or the public; and (vii) all costs of any health assessments or health effect studies.

- 19.6 Notice of Release. If PERMITTEE knows or has reasonable cause to believe that a Hazardous Substance has been released on, from or beneath the Permit Area, PERMITTEE shall immediately notify CITY and any appropriate regulatory or reporting agency pursuant to California Code of Regulations Title 19 and any other applicable laws or regulations. PERMITTEE shall deliver a written report thereof to CITY within three (3) days after receipt of the knowledge or cause for belief and submit any required written reports to regulatory or reporting agencies as required by regulation or law. If PERMITTEE knows or has reasonable cause to believe that such substance is an imminent release or is an imminent substantial danger to public health and safety, PERMITTEE shall take all actions necessary to alleviate the danger. PERMITTEE shall immediately notify CITY in writing of any violation, notice to comply, or notice of violation received or the initiation of environmental actions or private suits related to the Permit Area.
- 19.7 Environmental Assessment. Upon reasonable cause to believe that PERMITTEE's occupancy, use, development, maintenance, or restoration of the Permit Area resulted in any Hazardous Substance being released on, from or beneath the Permit Area, CITY may cause an environmental assessment under regulatory oversight of the suspect area to be performed by a professional environmental consultant registered with the State of California as a Professional Engineer, Certified Engineering Geologist or Registered Civil Engineer. The environmental assessment shall be obtained at PERMITTEE's sole cost and expense, and shall establish what, if any, Hazardous Substances have more likely than not been caused by PERMITTEE's occupancy, use, development, maintenance, or restoration of the Permit Area, and in what quantities. If any such Hazardous Substances exist in quantities greater than allowed by CITY, county, state or federal laws, statutes, ordinances or regulations, or require future restricted re-use of the Permit Area, then the environmental assessment shall include a discussion of such substances with recommendations for remediation and removal necessary to effect unrestricted re-use and in compliance with those laws or statutes, and estimates of the cost of such remediation or removal. PERMITTEE shall cause, or if PERMITTEE fails to do so within a reasonable period of time, as determined by CITY in its sole discretion, then CITY may cause, the remediation and/or removal recommended in the environmental assessment such that unrestricted re-use of the Permit Area and compliance with environmental laws and regulations are achieved, and PERMITTEE shall pay all costs and expenses therefor.

20. Repair: PERMITTEE shall be responsible, at its sole cost and expense, for the repair or replacement of any damage caused by PERMITTEE or by PERMITTEE's work on the Project, including items that CITY staff has determined to be damaged. PERMITTEE shall comply with the direction of the corresponding CITY Contact or other competent CITY staff with respect to the method of any repairs or replacement arising under this Permit.
21. Vehicular Traffic: All vehicular traffic shall be confined to concrete, asphalt or decomposed aggregate surfaces unless otherwise written approval is provided by the corresponding CITY Contact prior to the commencement of the Project.
22. Restoration of Permit Area: Except as otherwise provided in this Permit, prior to the expiration or as soon as practicable after termination of this Permit, PERMITTEE shall restore the Permit Area to its condition on the Effective Date, subject to the satisfaction of CITY Contact.
23. Subcontractors: PERMITTEE shall provide a list of any and all contractors and subcontractors to the corresponding CITY Contact, including name, address, email, fax and phone number. All construction work requiring a licensed contractor pursuant to the Contractors' State Licensing Laws (California Business & Professions Code sections 7000-7191) shall be done by contractors licensed within the State of California.
24. Water Quality Assurances: PERMITTEE shall, at its sole cost and expense, comply with all laws, rules, regulations and direction of competent governmental authority (such as the San Diego Regional Water Quality Control Board) relating to water quality assurance and storm water management. PERMITTEE acknowledges and agrees that such legal requirements may change at any time and from time to time.
 - 24.1 NPDES: PERMITTEE shall comply with all applicable requirements of the National Pollutant Discharge Elimination System ("NPDES") permit in force on the Effective Date of this Permit (i.e., Permit No. R9-2013-0001), and any and all amendments thereto and all applicable succeeding NPDES permits.
 - 24.2 Stormwater Management: PERMITTEE shall comply with all applicable requirements of the San Diego Municipal Code Chapter 4, Article 3, Division 3: Stormwater Management and Discharge Control (the "Stormwater Code"), and employ "Best Management Practices," as that term is defined by the Stormwater Code, and as approved by CITY, in its governmental capacity, under its Stormwater Management Program.
25. Grading and Barriers: PERMITTEE shall not change the surface grade or construct any permanent barriers within the Permit Area. Any violations shall be corrected by PERMITTEE at its sole expense to the satisfaction of CITY and are grounds, at CITY's option, for immediate termination of this Permit.

26. Prevailing Wages. Prevailing wage rates apply to the Project. PERMITTEE shall comply with State prevailing wage laws, including, but not limited to, those requirements set forth in Exhibit C, attached hereto and incorporated herein by this reference.

26.1 In accordance with California Labor Code (Labor Code) sections 1770, et seq., as amended, the Director of the Department of Industrial Relations (DIR) has determined the general prevailing rate of per diem wages (Prevailing Wage Rate) in accordance with the standards set forth in Sections for the locality in which the work is to be performed. Permittee may review the Prevailing Wage Rate at the City's Purchasing and Contracting Department or Equal Opportunity Contracting (EOC) Office or on-line at http://www.dir.ca.gov/dlsr/statistics_research.html. Permittee shall post a copy of the Prevailing Wage Rate at each job site and make copies available to any interested party on request.

26.2 Pursuant to Labor Code sections 1720 et seq., and 1770 et seq., Permittee and all subcontractors shall pay not less than the Prevailing Wage Rate to all persons employed by them in the execution of the work. Permittee and any subcontractor shall comply with Section 1775 (Penalties for Violations) in the event workmen are paid less than said specified rates.

26.3 The wage rates determined by the DIR and published in the Department of Transportation publication entitled "General Prevailing Wage Rates" refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, said published wage rate shall be in effect for the life of this Permit. 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 Permit 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 Permit, each successive predetermined wage rate shall apply to this Permit 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 Permit, such wage rate shall apply to the balance of the Permit.

If Permittee intends to use a craft or classification not shown on the prevailing rate determinations, Permittee may be required to pay the rate of the craft or classification most closely related to it.

26.4. Permittee and subcontractors must comply with Labor Code section 1776 by keeping accurate payroll records that show the name, address, social security number, work classification, straight time, and overtime hours worked each day and week by each worker, and the actual per diem wages paid to each worker employed by Permittee or subcontractor in connection with the public works project. Each

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payroll record shall contain or be verified by a written declaration signed by Permittee or subcontractor under penalty of perjury that states that: 1) the information contained in the payroll record is true and correct; and 2) Permittee or subcontractor has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project. The payroll records must be certified. Permittee and subcontractor(s) shall submit weekly certified payrolls online via the City's web-based labor compliance program. Permittee shall be responsible for the compliance with these provisions by its subcontractors.

- 26.5. Permittee must abide by the requirements of Labor Code Sections 1777.5, 1777.6, and 1777.7 concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
27. Payment Bond. Prior to the commencement of any work on the Project, PERMITTEE shall deliver to CITY a payment bond (materials and labor bond) in an amount not less than one hundred percent (100%) of the total amount payable under the contract for construction of the Project to satisfy claims of material suppliers and of mechanics and laborers employed on the Project. The bond shall be provided in compliance with California Civil Code sections 9550-9566. The bond shall be executed by an admitted surety, consistent with California Code of Civil Procedure section 995.670, that is authorized by the State of California Department of Insurance to transact surety insurance in the State. PERMITTEE shall maintain the bond in full force and effect until all improvements for the Project are accepted by CITY and until all claims for materials and labor are paid, and must otherwise comply with the Government Code. Should the bond become insufficient, PERMITTEE shall renew, or cause the renewal of, the bond within ten (10) calendar days after receiving notice from CITY
28. Cumulative Remedies. CITY's rights and remedies under this Permit are cumulative and shall not limit or otherwise waive or deny any of CITY's rights or remedies at law or in equity.
29. Survival. Any obligation which accrues under this Permit prior to its expiration or termination shall survive such expiration or termination.
30. Exhibits. All exhibits referenced in this Permit are incorporated into this Permit by this reference. In the event of a conflict between this Permit and any exhibit to this Permit, the terms, conditions, and obligations of this Permit shall control.
31. Acceptance of Permit Area. By signing this Permit, PERMITTEE represents and warrants that it has independently inspected the Permit Area and made all tests, investigations and observations necessary to satisfy itself as to the condition of the Permit Area and its suitability for the Project. PERMITTEE further represents and warrants that it is not relying on any representation by CITY as to the condition of the Permit Area or its suitability for the Project, and that PERMITTEE is relying solely on its own and independent inspections, tests, investigations and observations of the

DH
7/31/15
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payroll record shall contain or be verified by a written declaration signed by Permittee or subcontractor under penalty of perjury that states that: 1) the information contained in the payroll record is true and correct; and 2) Permittee or subcontractor has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project. The payroll records must be certified. Permittee and subcontractor(s) shall submit weekly certified payrolls online via the City's web-based labor compliance program. Permittee shall be responsible for the compliance with these provisions by its subcontractors.

- 26.5. Permittee must abide by the requirements of Labor Code Sections 1777.5, 1777.6, and 1777.7 concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
27. Payment Bond. Prior to the commencement of any work on the Project, PERMITTEE shall deliver to CITY a payment bond (materials and labor bond) in an amount not less than one hundred percent (100%) of the total amount payable under the contract for construction of the Project to satisfy claims of material suppliers and of mechanics and laborers employed on the Project. The bond shall be provided in compliance with California Civil Code sections 9550-9566. The bond shall be executed by an admitted surety, consistent with California Code of Civil Procedure section 995.670, that is authorized by the State of California Department of Insurance to transact surety insurance in the State. PERMITTEE shall maintain the bond in full force and effect until all improvements for the Project are accepted by CITY and until all claims for materials and labor are paid, and must otherwise comply with the Government Code. Should the bond become insufficient, PERMITTEE shall renew, or cause the renewal of, the bond within ten (10) calendar days after receiving notice from CITY
28. Cumulative Remedies. CITY's rights and remedies under this Permit are cumulative and shall not limit or otherwise waive or deny any of CITY's rights or remedies at law or in equity.
29. Survival. Any obligation which accrues under this Permit prior to its expiration or termination shall survive such expiration or termination.
30. Exhibits. All exhibits referenced in this Permit are incorporated into this Permit by this reference. In the event of a conflict between this Permit and any exhibit to this Permit, the terms, conditions, and obligations of this Permit shall control.
31. Acceptance of Permit Area. By signing this Permit, PERMITTEE represents and warrants that it has independently inspected the Permit Area and made all tests, investigations and observations necessary to satisfy itself as to the condition of the Permit Area and its suitability for the Project. PERMITTEE further represents and warrants that it is not relying on any representation by CITY as to the condition of the Permit Area or its suitability for the Project, and that PERMITTEE is relying solely on its own and independent inspections, tests, investigations and observations of the

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Permit Area in entering into this Permit. PERMITTEE accepts the Permit Area in its current condition. PERMITTEE acknowledges and agrees that unless set forth in this Permit, CITY has no obligation to improve, modify, repair, replace, alter, secure, or otherwise develop the Permit Area at any time either prior to, on or after the Effective Date. PERMITTEE shall not hold CITY responsible for any defects in the Permit Area. PERMITTEE accepts and assumes all risk of harm to all persons and property from any defects in the Permit Area or any improvements thereon, and shall be solely responsible therefor.

32. No Affiliation. Nothing contained in this Permit shall be deemed or construed to create a partnership, joint venture or other affiliation between CITY and PERMITTEE or between CITY and any other entity or party, or cause CITY to be responsible in any way for the debts or obligations of PERMITTEE or any other party or entity.
33. PERMITTEE Contact: The following are designated by PERMITTEE as PERMITTEE's contacts for all purposes of this Permit:

Name: DAVID HOGAN

Alternate contact: DIPIKA KADABA

Cell Number: 760 809-9244

Cell Number: 512 217-1681

Office Number: 619 756-3864

Office Number: CELL

34. Authority to Contract. Each individual executing this Permit on behalf of another person or legal entity represents and warrants that he/she is authorized to execute and deliver this Permit on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this Permit is binding upon such person or entity in accordance with its terms. Each person executing this Permit on behalf of another person or legal entity shall provide CITY with evidence, satisfactory to CITY, that such authority is valid and that such entity is a valid, qualified corporation, limited liability company, partnership, or other unincorporated association in good standing in its home state and that such entity is qualified to do business in California.

PERMITTEE:

The Chaparral Lands Conservancy

By:



David Hogan
Director, The Chaparral Lands Conservancy

Date:

7/7/15

CITY:

Page 14 of 17
Right of Entry Permit
June 2015

By: 
Herman D. Parker
Park and Recreation Department

Date: 6/18/15

ENVIRONMENTAL ANALYSIS SECTION ENVIRONMENTAL CLEARANCE:

This activity (Right of Entry Permit for surveys for rare plant species and population protection and expansion on City Open Space Lands) is categorically exempt from CEQA pursuant to 15304 (Minor Alterations to Land)




By: Chris Zirkle, Deputy Director, Park and
Recreation Department pursuant to MOU dated
April 7, 2014

Approved as to form

this 18th day of August, 2015.

JAN I. GOLDSMITH, City Attorney

By: 
Hilda P. Mendoza
Deputy City Attorney

Attachments: Exhibit A-1 – Carmel Mountain Preserve
Exhibit A-2 – Crest Canyon Park
Exhibit A-3 – Gonzales Canyon
Exhibit A-4 – Overlook Park
Exhibit A-5 – Rose Canyon
Exhibit A-6 – Soledad Natural Open Space Park
Exhibit A-7 – Sunset Cliffs Park

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Right of Entry Permit
June 1, 2015
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Exhibit A-8 -- Tecolote Canyon
Exhibit A-9 Torrey Pines
Exhibit A-10 -- Other Open Space
Permit Area
Exhibit B -- Scope of Work
Exhibit C -- Prevailing Wage

cc: Steve Haupt
Gina Washington
Ed Christensen
George Flores
Matt Sanford
Paul Kilburg
Renee Tipton
Vince Paniagua

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Right of Entry Permit
~~June~~ 2015
Aug

EXHIBIT A-1 through A-10
Permit Area

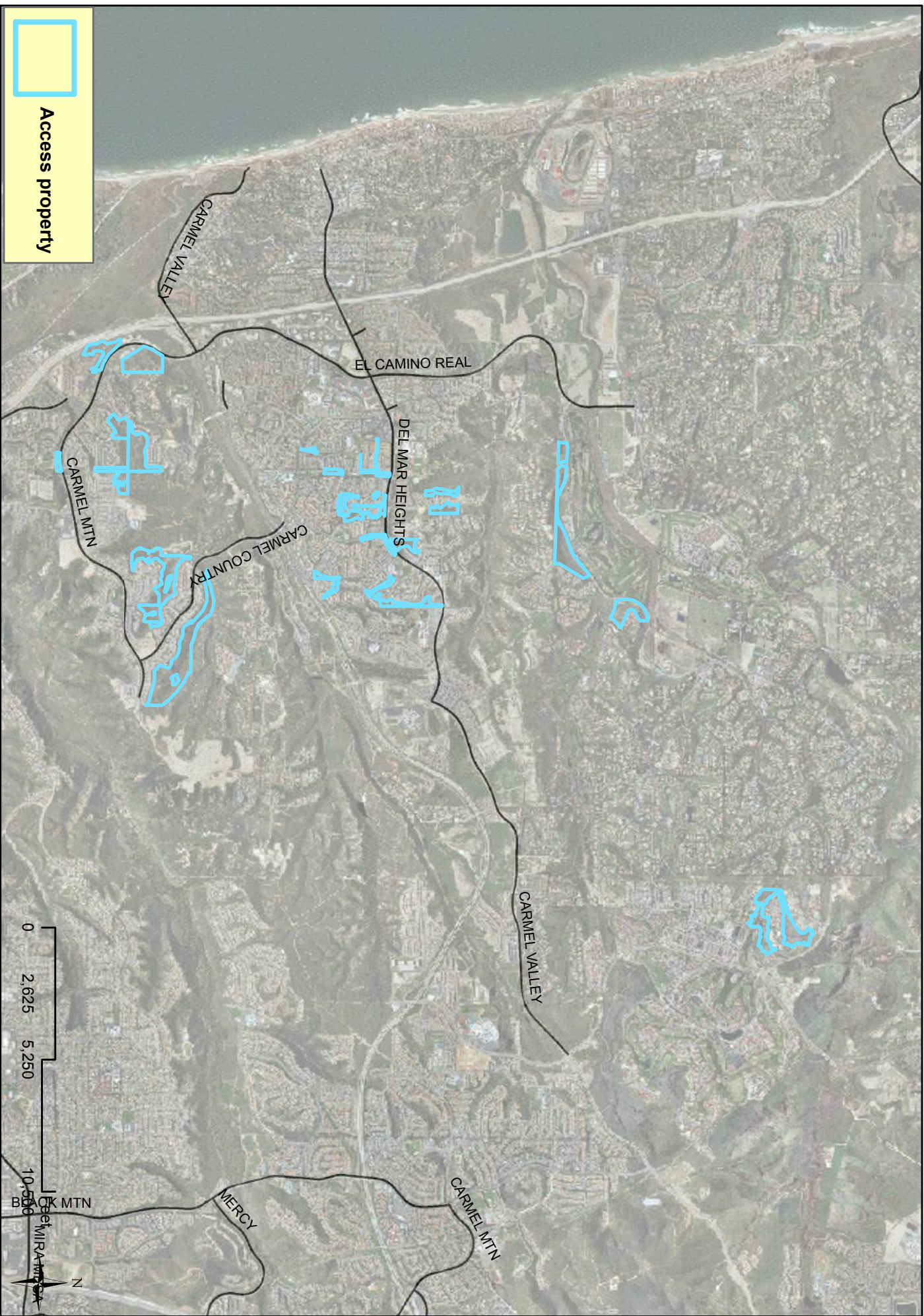
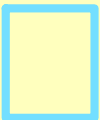


Exhibit A-10 Other Open Space Areas



Access property

Exhibit A-9 Torrey Pines and Campus Point

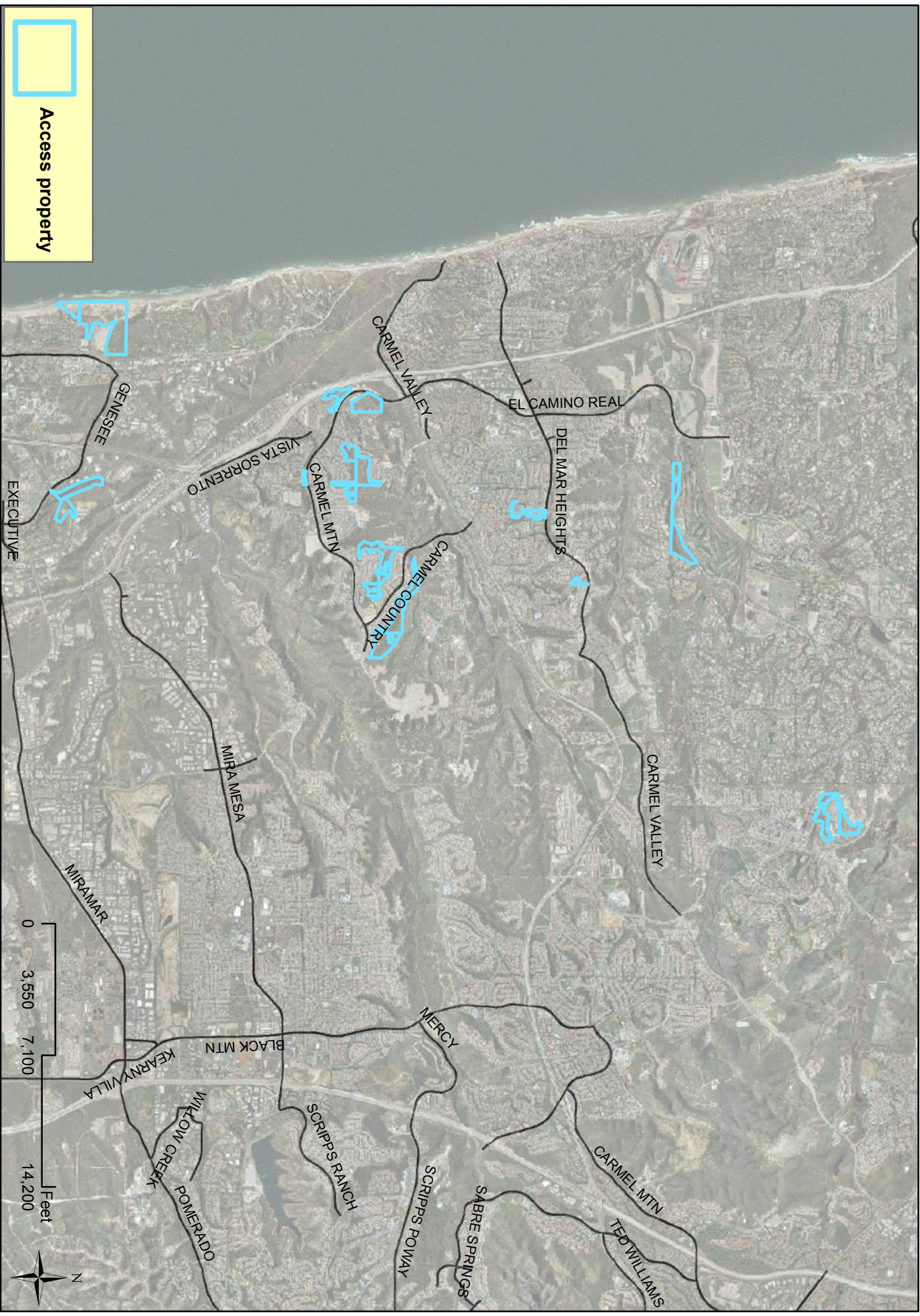


Exhibit A-9 Other Open Space Areas



Exhibit A-8 - Tecolote Canyon Natural Park

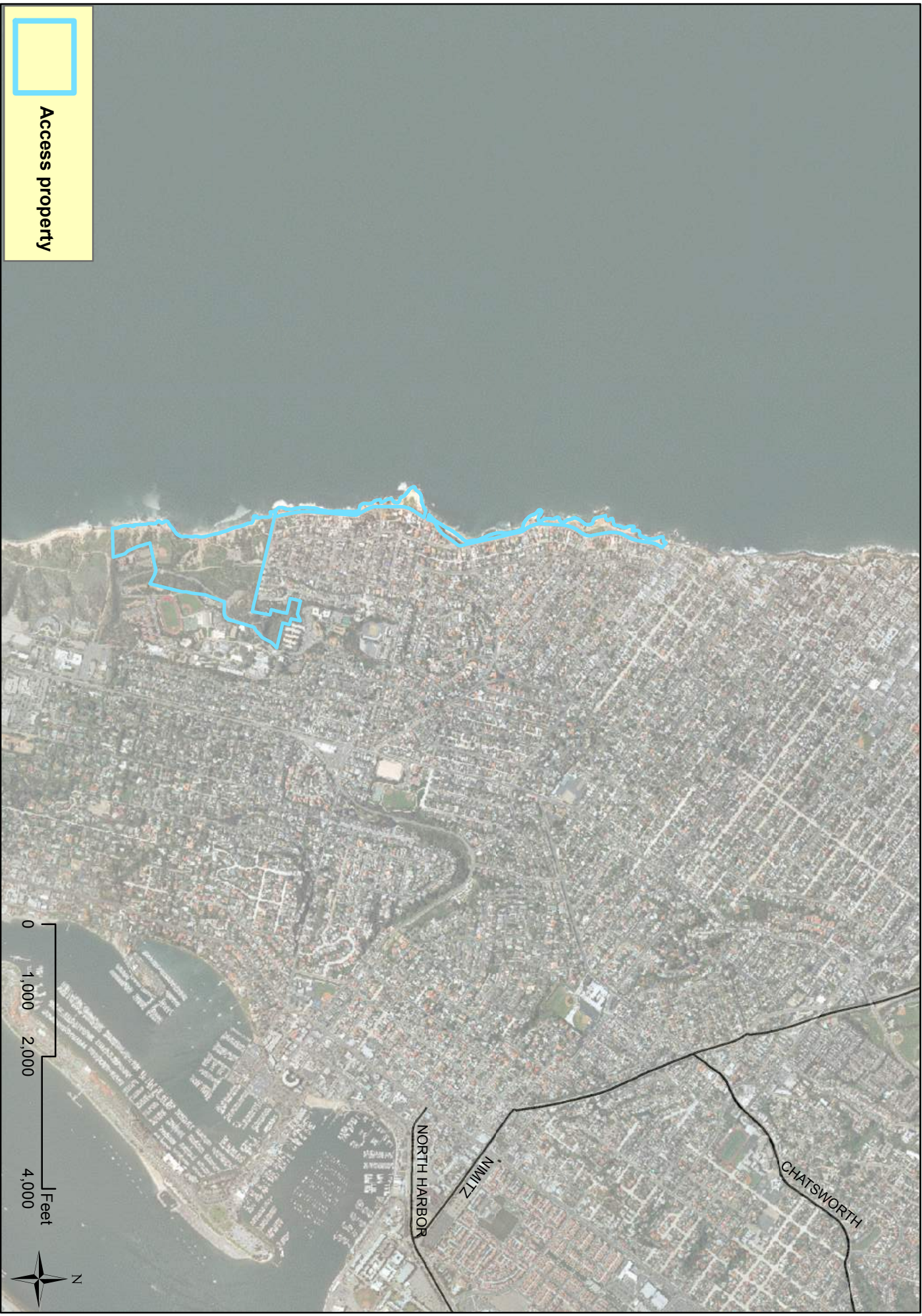


Exhibit A-7 Sunset Cliffs Park



Exhibit A-6 - Soledad Natural Open Space

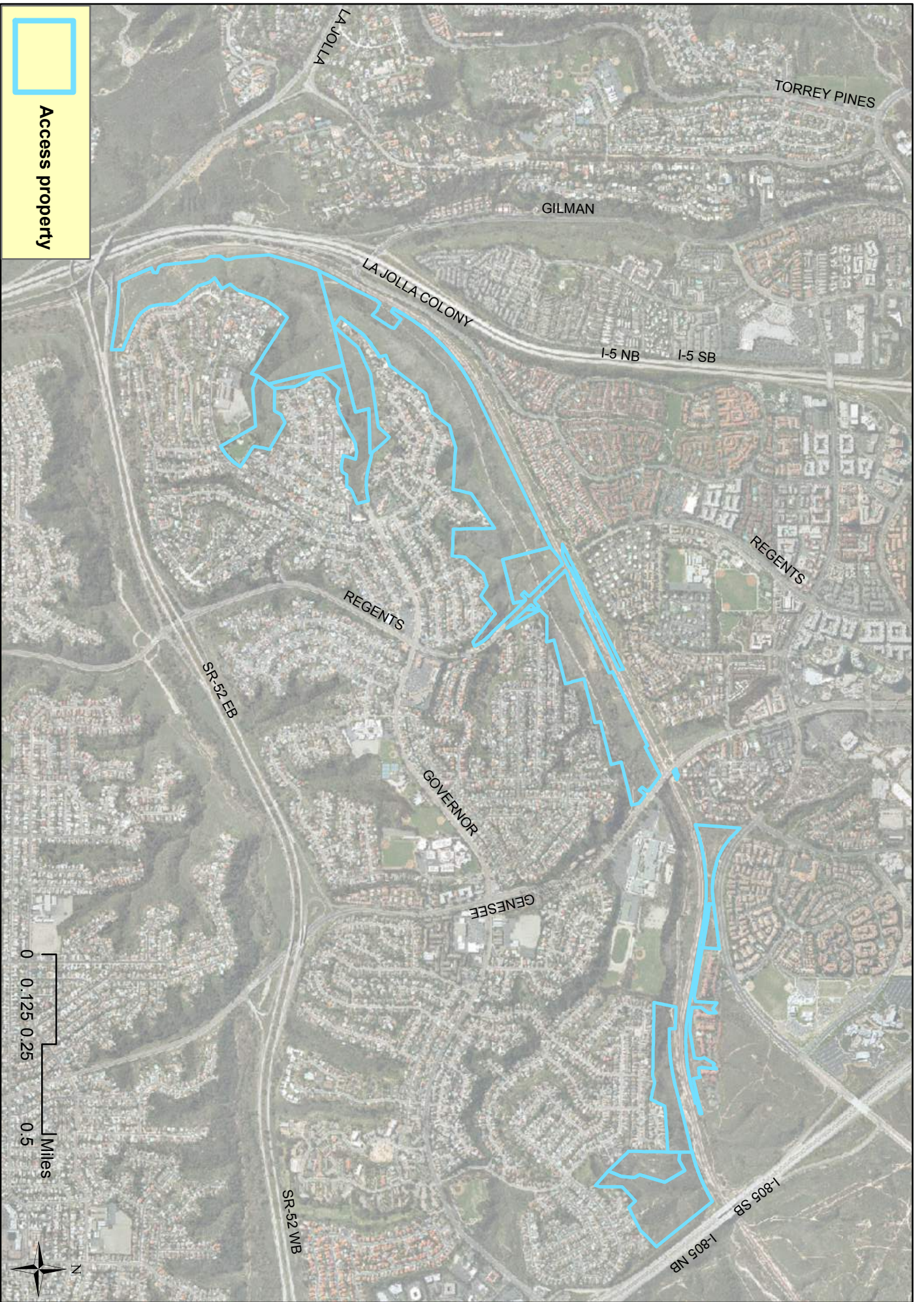


Exhibit A-5 - Rose Canyon Open Space



Exhibit A-4 North City West Open Space (Overlook Park)

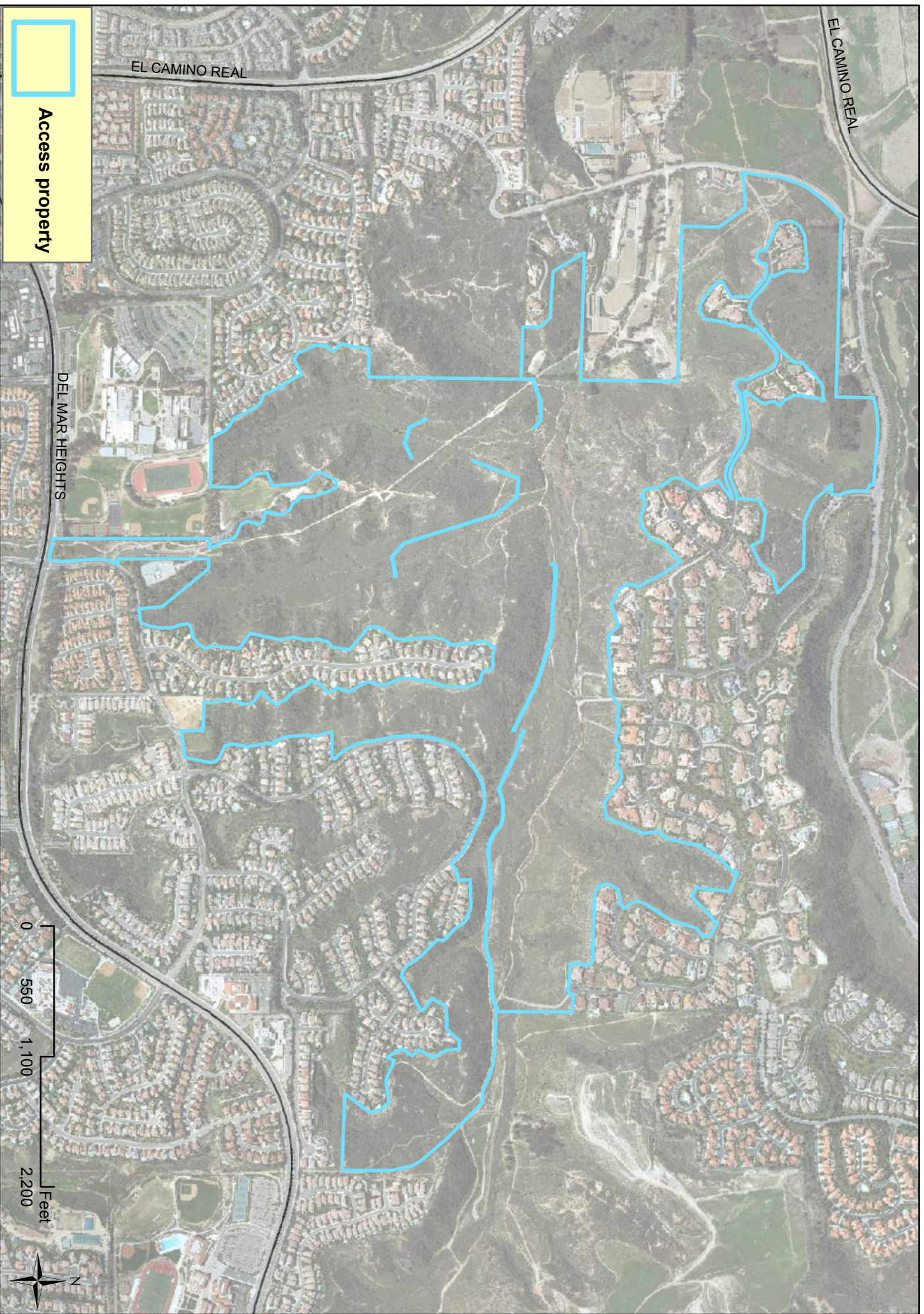


Exhibit A-3 Gonzales Canyon

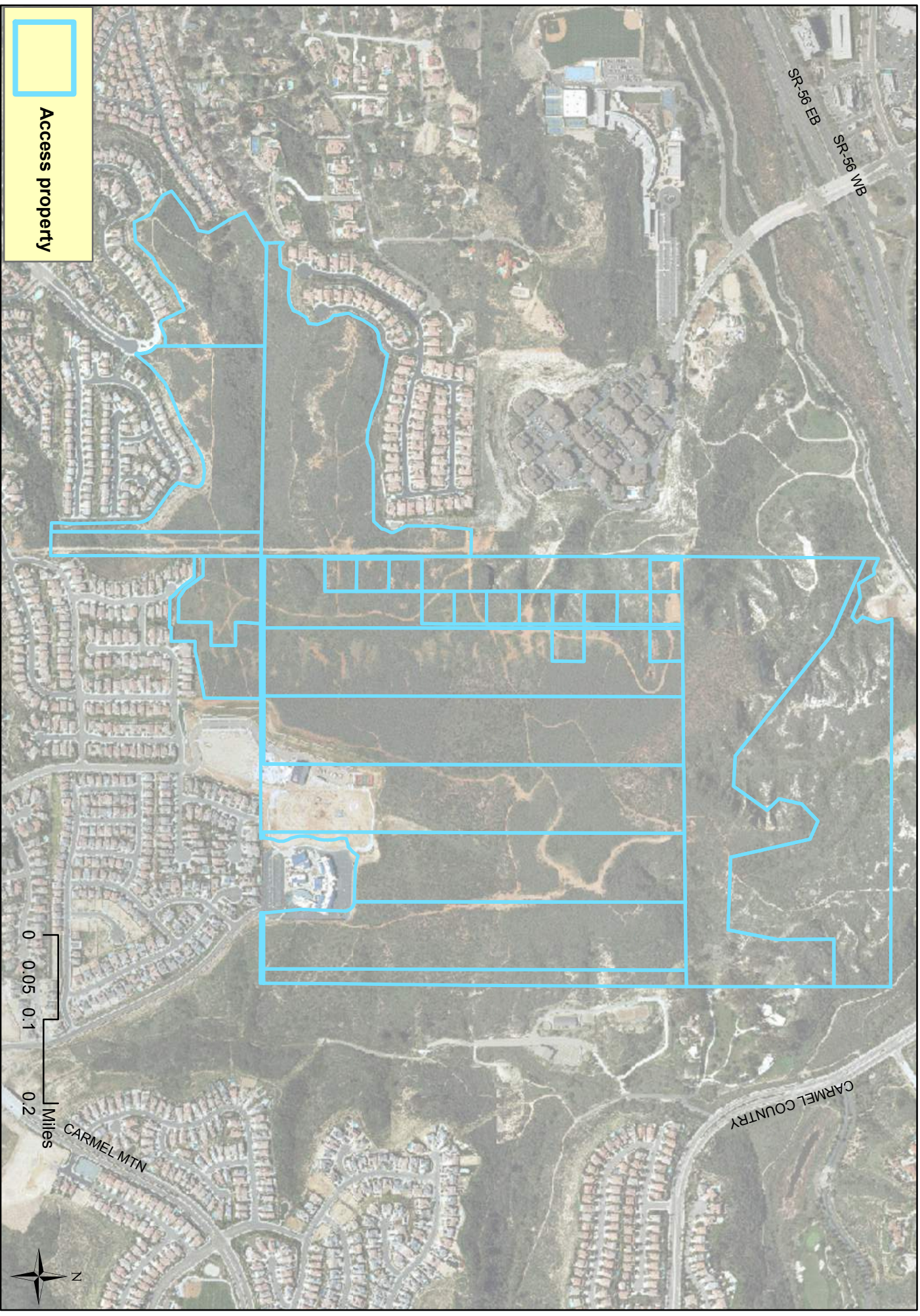


Exhibit A-1 Carmel Mountain Preserve

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EXHIBIT B
Scope of Project

1. Project and Construction Guidelines: All work done pursuant to this Permit shall be done at PERMITTEE's expense and at no cost to CITY. Surveys for *Chorizanthe orcuttiana* and *Dedleya brevifolia* will be conducted by qualified botanists. New populations of rare plants will be established on appropriate habitat following consultation with and prior written approval from City staff. Procedures for establishing new populations shall include collecting seed from appropriate adjacent population(s) and seeding. No native vegetation impacts shall be authorized as a result from establishment of new populations. Protection of existing and/or new populations could include weeding and/or installation of permanent fencing along the edge of existing trails in order to prevent accidental wandering off trails in into sensitive areas. Trail closure signs would be installed as needed to prevent off-trail use of the Parks. Any new populations shall be established in consultation with and with prior written approval of City staff. All fencing and signage shall be designed and constructed in consultation and with prior written approval of City staff. PERMITTEE is responsible for acquiring all necessary permits for the Project and any construction associated to the Project at its sole cost and expense.
2. Staging Area: PERMITTEE shall notify CITY contact if staging areas are required for any management activities; City Contact shall provide PERMITTEE the appropriate Senior Park Ranger or other appropriate city staff name for coordination of the work, following notification timelines detailed in Section 7 of this Permit. PERMITTEE's use of any CITY property for staging areas shall terminate concurrently with this Permit. The staging areas must be used on terms and conditions established by CITY and upon prior written approval by CITY.
3. Vehicles in Permit Area: PERMITTEE is authorized by this Permit to access City property in the Permit Area as needed using only existing access roads. Subject to the City Contact's prior approval of the dates and times of the work pursuant to this Permit, PERMITTEE shall be allowed to have vehicles to access the Permit Area daily, including weekends, during daylight hours only.

EXHIBIT C

PREVAILING WAGE REQUIREMENTS

By signing this Permit, PERMITTEE certifies that it is aware of the wage provisions described herein and shall comply with such provisions before commencing any work on the Permit Area.

A. PREVAILING WAGES. Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Permit is subject to State prevailing wage laws. For construction work performed under this Permit cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Permit cumulatively exceeding \$15,000, PERMITTEE and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.

1. Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, PERMITTEE and its contractors and subcontractors shall ensure that all workers who perform work under this Permit 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 (City) 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>. PERMITTEE and its contractors and 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 Permit. 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 Permit 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 Permit, each successive predetermined wage rate shall apply to this Permit 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 Permit, such wage rate shall apply to the balance of the Permit.

2. Penalties for Violations. PERMITTEE and its contractors and 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.

3. Payroll Records. PERMITTEE and its contractors and 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. PERMITTEE shall require its contractors and subcontractors to also comply with section 1776. PERMITTEE and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. PERMITTEE is responsible for ensuring its contractors and subcontractors submit certified payroll records to the City.

3.1 In addition to submitting weekly certified payroll records to the City, for contracts entered into on or after April 1, 2015, contractors and their 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. PERMITTEE and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. PERMITTEE shall be held responsible for the compliance of their contractors and subcontractors with sections 1777.5, 1777.6 and 1777.7.

5. Working Hours. PERMITTEE and its contractors and 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. PERMITTEE shall include at a minimum a copy of the following provisions in any contract they enter into with a contractor and subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

7. Labor Code Section 1861 Certification. PERMITTEE in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Permit, PERMITTEE 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 Permit."

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. As of March 1, 2015, no contractor or subcontractor may be listed on a bid or proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5. As of April 1, 2015, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, or enter into any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. By submitting a bid or proposal to the City, PERMITTEE 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 PERMITTEE shall provide proof of subcontractor registration to the City upon request.

9.1 A contractor'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.



CHAPA-1

OP ID: LS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/16/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Springbrook Insurance Agency 10650 Trenea Street Suite 105 San Diego, CA 92131.2435 Russell Lail	CONTACT NAME: Leigh Shelton	
	PHONE (A/C, No, Ext): 858-391-3001	FAX (A/C, No): 858-391-3010
	E-MAIL ADDRESS: leigh@springbrookins.com	
INSURED Chaparral Lands Conservancy Attn: David Hogan P. O. Box 141 Mt. Laguna, CA 91948	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Nonprofits' Insurance Alliance	
	INSURER B: Travelers	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	NAIC #	
	10023	
	25682	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	X		201536180	04/26/2015	04/26/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 20,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			5D263121	08/24/2014	08/24/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
							\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						AGGREGATE \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						WC STATU-TORY LIMITS OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of San Diego, its elected officials, officers, employees, representatives and agents are named as additional insured.

RE: Carmel Mountain projects; Otay Mesa projects; Rarest Plants project

CERTIFICATE HOLDER**CANCELLATION**

CITYPAR City of San Diego Park and Recreation Dept. 202 C St 5th Floor MS 50 San Diego, CA 92101	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, and for which a certificate of insurance naming such person or organization as additional insured has been issued, but only with respect to their liability arising out of their requirements for certain performance placed upon you, as a nonprofit organization, in consideration for funding or financial contributions you receive from them. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations; or
- B.** In connection with your premises owned by or rented to you.