

**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10089787-22-L  
Complete Landscape Maintenance Service for Stonecrest Village Maintenance Assessment  
District (MAD)**

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # 10089787-22-L Complete Landscape Maintenance Service for Stonecrest Village Maintenance Assessment District (MAD) (Contractor).

**RECITALS**

On or about 5/16/2022, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

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

City wishes to retain Contractor to provide complete landscape maintenance service for Stonecrest Village MAD as further described in the Scope of Work, attached hereto as Exhibit B. (Services).

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

**ARTICLE I  
CONTRACTOR SERVICES**

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

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

**ARTICLE II  
DURATION OF CONTRACT**

**2.1 Term.** This Contract shall be for a period of one (1) year beginning on the Effective Date. City may, in its sole discretion, extend this Contract for four (4) additional one (1) year period(s). Unless otherwise terminated, this Contract shall be effective until completion of the Scope of Service beginning on the Effective Date. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

**2.2 Effective Date.** This Contract shall be effective on the later of July 1, 2022 or the first day of the month following the date it is executed by the last Party to sign the Contract, and approved by the City Attorney in accordance with San Diego Charter Section 40.

**ARTICLE III  
COMPENSATION**

**3.1 Amount of Compensation.** City shall pay Contractor for performance of all Services rendered in accordance with Exhibit E of this Contract, and in an amount not to exceed \$3,000,000.

**ARTICLE IV  
WAGE REQUIREMENTS**

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

**ARTICLE V  
CONTRACT DOCUMENTS**

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

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

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

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

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

5-5 **Public Agencies.** Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

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

CONTRACTOR

CITY OF SAN DIEGO  
A Municipal Corporation

Contemporary Design Landscape

Proposer

1413 Via Salerno

Street Address

Escondido

City

760-807-9056

Telephone No.

fbarnaba@hotmail.com

E-Mail

BY:



Print Name:

Claudia C. Barca

Director, Purchasing & Contracting  
Department

November 28, 2022

Date Signed

BY:



Signature of  
Proposer's Authorized  
Representative

Franco Barnaba

Print Name

Owner

Title

06/23/2022

Date

Approved as to form this 30<sup>th</sup> day of

November, 20 22.  
MARA W. ELLIOTT, City Attorney

BY:



Deputy City Attorney

## **ATTACHMENT 1 - SOLICITATION**



**Request for Proposal (RFP) for  
Complete Landscape Maintenance Service for Stonecrest Village Maintenance  
Assessment District (MAD)  
ADDENDUM A**

**Solicitation Number:** 10089787-22-L

**Solicitation Issue Date:** May 16, 2022

**Questions and Comments Due:** May 25, 2022 @ 12:00 p.m.

**Pre-Proposal Conference:** No pre-proposal will be held.

**RFP Due Date and Time (“Closing Date”):** **June 24, 2022 @ 2:00 p.m.**

**Contract Terms:** One (1) year from Effective Date, with four (4), one (1) year options to renew, as defined in Article I, Section 1.2 of the City’s General Contract Terms and Provisions.

**City Contact:** Lisa Hoffmann, Senior Procurement Contracting Officer  
lhoffmann@sandiego.gov  
(619) 236-6096

**Submissions:** Proposer is required to provide two (2) originals and one (1) electronic copy (e.g. thumb drive or CD) of their response as described herein.

**Completed and signed RFP signature page is required**, with most recent addendum listed as acknowledgement of all addenda issued.

**Note: Emailed submissions will not be accepted. Due to COVID-19, electronic copies submitted through PlanetBids will be accepted. Instructions for electronic submissions are provided as an attachment in PlanetBids.**

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

CONTRACTOR

CITY OF SAN DIEGO  
A Municipal Corporation

\_\_\_\_\_  
Proposer

BY:

\_\_\_\_\_

\_\_\_\_\_  
Street Address

Print Name:

\_\_\_\_\_  
City

\_\_\_\_\_  
Director, Purchasing & Contracting  
Department

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
E-Mail

BY:

\_\_\_\_\_  
Signature of  
Proposer's Authorized  
Representative

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Approved as to form this \_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_.  
MARA W. ELLIOTT, City Attorney

BY: \_\_\_\_\_  
Deputy City Attorney

**EXHIBIT A**  
**PROPOSAL SUBMISSION AND REQUIREMENTS**

**A. PROPOSAL SUBMISSION**

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

**1.1 Reserved.**

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

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

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

**1.4.1 Reserved.**

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

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

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

**Tab A - Submission of Information and Forms.**

**2.1** Exceptions requested by proposer, if any. The proposer must present written factual or legal justification for any exception requested to the Scope of Work , the Contract, or the Exhibits thereto. Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of proposer’s exceptions, reject proposer’s exceptions, and deem the proposal non-responsive, or award the Contract without proposer’s proposed exceptions. The City will not consider exceptions addressed elsewhere in the proposal.

**2.2** The Contractor Standards Pledge of Compliance Form.

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

**2.4** Living Wage Ordinance Certification of Compliance.

**2.5** Licenses as required in Exhibit B.

**2.6** Reserved.

**2.6** Additional Information as required in Exhibit B.

**2.7** Reserved.

**2.8** Reserved.

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

**Tab B - Executive Summary and Responses to Specifications.**

**2.10** A title page.

**2.11** A table of contents.

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

**2.13** Proposer’s response to the RFP.

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

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

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

**5. Quantities.** The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the demands of the City. Any variations from the estimated quantities shall not entitle the proposer to an adjustment in the unit price or any additional compensation.

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

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

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

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

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

**7.2 Proposal Modification or Withdrawal of Proposal After Proposal Opening.** Any proposer who seeks to modify or withdraw a proposal because of the proposer's inadvertent computational error affecting the proposal price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The proposer shall provide worksheets and such other information as may be required

by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the proposer to prove the inadvertent error. If, as a result of a proposal modification, the proposer is no longer the apparent successful proposer, the City will award to the newly established apparent successful proposer. The City's decision is final.

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

**9. Public Records.** By submitting a proposal, the proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the proposer must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the proposer does not provide a specific and detailed legal basis for requesting the City to withhold proposer's confidential or proprietary information at the time of proposal submittal, City will release the information as required by the CPRA and proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the proposer's obligation to defend, at proposer's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the proposer's request. Furthermore, the proposer shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at proposer's request. Nothing in the Contract resulting from this proposal creates any obligation on the part of the City to notify the proposer or obtain the proposer's approval or consent before releasing information subject to disclosure under the CPRA.

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

## B. PRICING

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

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

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

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

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

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

## C. EVALUATION OF PROPOSALS

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

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

### **3. Evaluation Process.**

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

#### **3.2 Reserved.**

#### **3.3 Mandatory Interview/Oral Presentation.** Reserved.

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

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

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

	MAXIMUM EVALUATION POINTS
<b>A. Responsiveness to the RFP.</b>	<b>10</b>
1. Requested information included and thoroughness of response.	
2. Understanding of the project and ability to deliver as exhibited in the Executive Summary and under Exhibit B.	
3. Technical Aspects	
<b>B. Staffing Plan.</b>	<b>35</b>
1. Qualifications and number of personnel adequate for requirement.	
2. Availability/geographical location of personnel for required tasks.	
3. Clearly defined roles/responsibilities of personnel.	
<b>C. Firm's Capability to provide the services and expertise and Past Performance.</b>	<b>35</b>
1. Relevant experience of the firm and subcontractors.	
2. List of personnel and qualifications including relevant certifications and training.	
3. Landscape experience.	
4. Other pertinent experience.	
5. Location in the general geographical area of the project and knowledge of the locality of the Project.	
6. Past/Prior Performance.	
7. Capacity/Capability to meet the City of San Diego needs in a timely manner.	
8. Reference checks.	
<b>D. Price.</b>	<b>20</b>
SUB TOTAL MAXIMUM EVALUATION POINTS:	<b>100</b>
<b>F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*</b>	<b>12</b>
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	<b>112</b>

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

**D. ANNOUNCEMENT OF AWARD**

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

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

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

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

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

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

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

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

**4. Bond.** A bond as described in Exhibit B.

**5.** Reserved.

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

## EXHIBIT B

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**EXHIBIT B  
SPECIFICATIONS**

**A. SPECIFICATIONS**

**1. Landscape Maintenance Specifications.** Contractor shall perform complete landscape maintenance and improvements of all contract areas identified in **Paragraph N** of these Specifications (Contract Sites) within the Stonecrest Village Maintenance Assessment District, including, but not limited to, the following: irrigation, pruning, shaping and training of trees, shrubs, turf, and groundcover plants; fertilization; litter control; weed control; control of all plant diseases and pests; mowing; edging; renovation and aeration; sweeping; irrigation; signs, riparian trails, and all other maintenance required to maintain the Contract Sites included in this Contract in a safe, attractive and useable condition and to maintain the plant material in good condition with horticulturally acceptable growth and color.

During and at the end of the maintenance period, all plant material shall be in a healthy, growing condition. The Contractor shall provide all equipment, labor, and materials necessary for performing landscape maintenance and irrigation services according to the following specifications.

**2. Improvements and Activities.** Contractor shall install and maintain certain improvements including, but not limited to the following: medians, rights-of-way, slopes, streets, brow ditches, gutters and curbs, trails, signs, irrigation, plant material, and other planting areas. Contractor services under these Specifications related to Improvements and Activities, including any extraordinary labor, shall be consistent with Improvements and Activities as authorized pursuant to the Assessment Engineer’s Report for the Stonecrest Village Maintenance Assessment District (MAD).

**B. DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER:**

	Registration No.	Expiration Date	Name
DIR Registration No.			
Subcontractor’s DIR Registration No.			

**C. LICENSES**

To perform the work described in these Specifications, the Contractor must hold a C-27 State of California Contractors License. Any Contractor holding a different license who feels qualified to submit a proposal on this work must notify the City Contact in writing at least seven days prior to the proposal due date. After a thorough review of the proposed license substitution, the City will inform the Contractor, in writing, of its decision prior to the proposal closing. The City’s decision is final.

Any person supervising the use of pesticides, herbicides, or rodenticides must possess a valid Qualified Applicator’s Certificate for Category B. The Contractor must also hold a Pest Control Business License, must retain the services of a licensed Pest Control Advisor (PCA), and must

be registered with the County Agriculture Commissioner. The Contractor must possess the below licenses prior to submitting their proposal.

	License Number	Expiration Date	Name
State of California Contractors License	Class:C-27 No.:		
Qualified Applicator Certificate			
Pest Control Business License			
Pest Control Advisor			

**D. SCHEDULING OF WORK**

The Contractor shall establish an annual schedule of work (Work Schedule) to be followed in the performance of this Contract. In addition, the Contractor shall provide the Technical Representative (as defined in Exhibit B, **Paragraph G** of this Contract) with a list(s) of exact start dates for fertilization, renovation, aeration, and other infrequent operations at each of the Contract Sites at least ten (10) working days in advance of performing any of these operations.

Unless otherwise specified, the Contractor shall accomplish all normal landscape maintenance required under this Contract between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday, excluding holidays (normal working hours). If a specific task falls on a holiday, Contractor must complete the task on the following business day, or on an acceptable alternate date as authorized by the Technical Representative in writing. The Technical Representative may grant, on an individual basis, permission to perform contract maintenance at other hours where the public’s use of the Contract Sites is too great to allow for proper maintenance during normal working hours. Maintenance functions that generate excess noise, which would cause unreasonable annoyance to residents of the area, e.g., operations of power equipment, shall not commence before 8:00 a.m.

The Work Schedule, provided by the Contractor, must be completed, and submitted to the Technical Representative prior to the commencement of work on this contract. Any changes in scheduling shall be reported, in writing, to the Technical Representative immediately. This Work Schedule shall include routine work as well as infrequent operations such as fertilization and pruning.

The Contractor shall conduct the work at all times in a manner which will not unreasonably interfere with pedestrian traffic on adjacent sidewalks or vehicular traffic on adjacent streets.

In performing periodic operations required in this Contract, the Contractor shall continue routine grounds maintenance services within all Contract Sites without interruption.

**E. QUALITY OF WORK**

The Contractor shall perform all work in accordance with the best landscape maintenance practices and in keeping with the high aesthetic level of the Contract Sites being maintained. The Technical Representative shall periodically inspect all maintenance operations and approve or reject the work performed and methods or materials used.

**F. CONTRACTOR'S RESPONSIBILITIES**

**1. Company Representative.** A company representative, authorized to discuss matters related to this Contract, must be available during normal working hours, Monday through Friday between 6:00 a.m. and 6:00 p.m. All calls from the Technical Representative shall be returned within a one-hour period.

**2. Emergency Calls.** The Contractor shall have the capability to receive and to respond immediately to calls of an emergency nature during normal working hours and outside of normal working hours. Calls of an emergency nature received by the Technical Representative shall be referred to the Contractor for immediate disposition.

Emergency calls relating to irrigation shall be referred to the Contractor. A 24-hour emergency telephone number shall be provided by the Contractor for this purpose.

**3. Reporting of Damages.** Upon finding any hazard, damage, defect, leak, power outage, or other issue or situation that poses a threat to safety of the public or employees, or a loss of City assets (including water), the Contractor shall notify the Technical Representative immediately. Safety problems must be reported by calling the Technical Representative during the City's normal business hours, Monday through Friday between 7:00a.m. and 4:00p.m. (City's normal business hours). If these problems are encountered outside of the City's normal business hours, Contractor shall call [(619) 527-7500], email the Technical Representative, and provide the name and address of the Contract Site and a description of the problem.

Other hazards, damages, defects, other problems or irregularities, or maintenance issues must be reported to the Technical Representative within 24 hours of discovery.

**4. Staffing**

**a. Supervision**

The Contractor shall furnish sufficient supervisory and working personnel capable of promptly accomplishing on schedule, and to the satisfaction of the Technical Representative, all work required under this Contract during the regular and prescribed hours.

i. Contractor shall provide a minimum of one qualified working field supervisor (Field Supervisor) who shall be at the Contract Sites at all times work is being performed by the Contractor. The Field Supervisor shall provide the necessary supervision to ensure work is completed as specified under the Contract. The Field Supervisor(s) must have at least three (3) years of experience overseeing, implementing, and maintaining landscape enhancement projects and personnel, on a site of comparable acreage and plant material. It is desirable that the Field Supervisor have over three (3) years of qualifying experience and highly desirable for the Field Supervisor to have over five (5) years of qualifying experience. Contractor must submit a resume of the assigned Field Supervisor(s) with the proposal. The Field Supervisor will be interviewed by the Technical Representative prior to acceptance.

Payroll records may be utilized to verify experience. The Field Supervisor(s) must be employed by the successful Contractor at the time this Contract is awarded. Any changes in Field Supervisor(s) must be submitted in writing to the Technical Representative.

In addition, the Field Supervisor shall inspect all Contract Sites a minimum of once per week. These inspections shall include a written punch list (to be completed by the Field Supervisor) of deficient items and dates of correction. Punch lists are to be given to the Technical Representative on a weekly basis. Date and time will be determined by the Technical Representative upon approval.

#### **b. Adequate Personnel**

The Contractor shall maintain a sufficient number of full-time employees for each project/assignment during working hours/days specified, Monday through Friday. Staffing for this Contract requires a total minimum of five (5) full-time employees, including the Non-Working Supervisor, and one (1) full-time Irrigation Specialist, as described in further detail in Exhibit B, **Paragraph U**.

All landscape maintenance workers, also referred to as laborers, in this document must have at least one (1) year of fulltime paid experience in performing all aspects of landscape maintenance. It is desirable that all landscape maintenance workers/laborers have more than one (1) year of fulltime paid experience, and highly desirable for all landscape maintenance workers/laborers to have more than four (4) years of fulltime paid experience. Qualifying paid experience must include all of the following: maintaining lawns, shrubs, trees, and ground covers; fertilizing plant material, cultivating, pruning shrubs and trees, mowing lawn areas, edging lawn areas, edging ground covers; operating and maintaining Irrigation systems, and performing minor irrigation repairs such as repairing/replacing broken or damaged irrigation heads and risers; and proper operation of landscape equipment.

#### **5. Ability to Perform Work**

Contractor must have the staffing, equipment knowledge and financial resources to perform landscape maintenance projects in a timely manner with a quality end product. The plant material(s) on this site require uncommon maintenance practices. Contractor must have experience implementing and maintaining similar projects and personnel, and overseeing all phases of landscape maintenance and personnel for a site of comparable square footage, scope of work and plant materials. This includes, but is not limited to, implementing, and maintaining landscape enhancement projects and personnel on a site of comparable acreage and plant material. All personnel shall be physically able to do their assigned work.

Contractor shall provide all of the following with the proposal:

- References for work completed by Contractor for a similar scope of work and size with similar dollar value as it compares to this RFP in accordance with the Contractor Standards Pledge of Compliance, page 6 of 12, item F(7).
- A purchase order, contract, or other document that demonstrates Contractor's previous or existing responsibilities for work of a similar scope and size as it compares to this RFP.

- Examples and references for work completed as it relates to the following: landscaped and hardscaped medians, landscaped and undeveloped rights-of-ways, enhanced and native Open Space habitats and trail systems, parks with playground structures, joint-use sports fields, turf renovations, large irrigation systems, smart controllers, hardscaped surfaces including gutters, parking lots, sidewalks, concrete brow ditches and storm drains, comfort stations, landscaped library, recreation center facilities, or other public use locations.
- References and resumes for the working Field Supervisor(s) and Irrigation Specialist(s) proposed for work on this Contract and currently employed by Contractor. Resumes should include description of working knowledge of sports turf, smart controllers, and related software.
- A statement demonstrating the capacity and capability to provide enhanced service to the Stonecrest Village MAD as it relates to Exhibit B and the associated frequencies in a timely manner.
- A proposed work schedule that demonstrates the fulfillment of the established frequencies.
- References and resumes of landscape maintenance workers/laborers proposed to work on this Contract and are currently employed by the Contractor. Resumes should include a description of the work experience and type of landscape maintenance performed.

Some priority projects may need to be performed immediately. In the event Contractor is awarded Extraordinary Work (as described in Exhibit B, **Paragraph X** of this Contract), the Contractor shall provide a separate specific work crew to accomplish projects as may be required.

## **6. Proper Conduct**

The Contractor, Contractor's employees, and Subcontractors shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible annoyance to the public.

## **7. Uniforms**

The Contractor's staff and Subcontractors shall work in neat and clean uniforms. The Contractor shall furnish Contractor's employees with a shirt, or some other type of upper body wear, bearing the company's identification (a safety vest with the company identification on back will be considered as an adequate company identifier). Appropriate uniform shall be worn at all times, while on the job site. Failure to do so may result in termination of the Contract.

## **8. Removal of Employee**

The Technical Representative may require the Contractor to remove from any of the Contract Sites any employee(s) if the Technical Representative reasonably determines the employee(s)

to be: (a) careless or incompetent, (b) unable to fulfill any of Contractor's material obligations under this Contract, or (c) has engaged in acts or omissions contrary to public health, safety, welfare, or morals.

#### **9. Communication Skills**

The Contractor shall ensure that all on-site supervisors and Field Supervisor(s) can communicate in English both verbally and in writing. The on-site supervisor and Field Supervisor(s) shall be capable of completing, in English, legible written forms and shall be capable of understanding oral and/or written instructions in English.

#### **10. Repairs to Existing Facilities and Irrigation Systems**

##### **a. Damage or Alteration Resulting from Contract Performance**

i. The Contractor shall be responsible, at no cost to the City, for the repair or replacement of all portions of existing structures or facilities, including irrigation systems, which are damaged or altered in any way as a result of the performance of this Contract. Contractor shall immediately, in writing, report all damages and alterations to the Technical Representative. Damages and alternations shall be repaired or replaced in kind, as approved by the Technical Representative.

ii. Unless otherwise directed, Contractor shall make repairs to facilities immediately after damage or alteration occurs as a result of Contractor's performance of work under this Contract. A comprehensive testing and check of all irrigation systems shall be made approximately thirty (30) days prior to the end of the Contract, and any repairs deemed the responsibility of the Contractor shall be made by the Contractor prior to the end of the Contract. If repairs are not made by the Contractor to the satisfaction of the Technical Representative, deductions shall be made from the final payment in the amount to cover the cost of repairs, as determined by the Technical Representative. Any difference of cost shall be paid by the Contractor.

##### **b. Other Damage or Alteration**

i. All portions of existing structures or facilities, including irrigation systems, which require repair must be pre-approved by the Technical Representative. All work will be repaired or replaced in kind, unless otherwise approved by the Technical Representative. Compensation for labor and materials associated with irrigation systems repair shall be in accordance with the terms identified in Exhibit B, **Paragraph X** of this Contract.

#### **11. Maintenance of Controller Cabinets and Battery Numbers**

At no cost to the City, the Contractor shall be responsible for maintaining the painted surfaces of irrigation and lighting controller cabinets as well as the corresponding automatic irrigation battery numbers on the lids of the automatic control valve boxes and light bulb replacements in controller cabinets, as necessary.

#### **12. Operation of Automatic Irrigation Controllers**

Where the operation of automatic irrigation controllers is required as part of this Contract the Contractor shall:

- a. Not duplicate any coded City key furnished by the City of access and operation of the controller.
- b. Surrender all keys furnished by the City, promptly at the end of the Contract Term, or at any time deemed necessary by the Technical Representative to prevent serious loss to the City of San Diego.
- c. Protect the security of the City's property by keeping controller cabinet and building doors locked at all times.
- d. Refrain from using premises behind locked doors for storage of materials, supplies, or tools except as approved by the Technical Representative.

### **13. Safety Requirements**

All work under this Contract shall be performed in such manner as to provide maximum safety to the public and, where applicable, to comply safety standards required by the Federal Occupational Safety and Health Administration (OSHA) and the State of California's Division of Occupational Safety and Health (Cal/OSHA). The Technical Representative reserves the right to issue restraint or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this Contract.

### **14. Hazardous Conditions**

The Contractor shall maintain all Contract Sites and work sites free of hazards to persons and property resulting from Contractor's operations. Contractor shall immediately report to the Technical Representative any hazardous conditions, within or affecting a Contract Site, noted by the Contractor which are not a result of the Contractor's operations.

During and after periods of rain, Contractor shall immediately address hazardous conditions resulting from rain, and shall maintain all Contract Sites in a safe condition, free from fallen branches and trees, plants, trash, and soil debris from gutters, storm drain inlets, and brow ditches.

### **15. Hazardous Wastes Disposal Procedure**

In all areas covered by this Contract the Contractor and/or Contractor's subordinate staff, upon finding illegally dumped debris which might reasonably be considered hazardous to the health and/or safety of Contractor's staff, the public, the landscape environment and/or adjacent properties, shall adhere to the following procedures:

- a. Cordon off the area where the material has been found, to the extent possible.
- b. Immediately call 911 (Fire Department) and provide all relevant information possible:
  - i. Finder's name and company;
  - ii. Specific location of material;
  - iii. Try to determine:

- (1) Number, size, and types of containers
  - (2) Description of labels
  - (3) Spillage to soil, pavement, water
  - (4) Description: solid, liquid, color
  - (5) Any danger to public
- c. Inform the appropriate supervisor and the City Technical Representative as soon as possible.
  - d. Remain at site until the Fire Department arrives.
  - e. Do not move, touch, or sniff any of the material.

#### **16. Use of Chemicals**

The Contractor shall submit sample labels and Safety Data Sheets for all chemical herbicides, insecticides, and rodenticides proposed for use under this Contract for approval by the Technical Representative. Materials included shall be limited to chemicals approved by the State of California Department of Agriculture. The use of any chemical shall be based on the recommendations of a licensed PCA. Annual PCA Pesticide Recommendations are required for each pesticide proposed to be used under this Contract for this specific site and shall be submitted to the Technical Representative. The use of chemicals shall conform to the current San Diego County Department of Agriculture regulations. No chemical herbicides, insecticides, or rodenticides shall be applied until its use is approved, in writing, by the Technical Representative as appropriate for the purpose and area proposed.

A Monthly Pesticide Use Report shall be submitted monthly with the Contractor's invoices for payment. This report shall include a statement of all applications of herbicides, insecticides, and rodenticides, detailing the chemical used, undiluted quantity, rate of application, are in which used, applicator's name and the date and purpose of the application. For months in which no pesticides are applied, state "No Pesticide Used" on the Monthly Pesticide Use Report.

#### **17. Litter**

- a. Contractor Generated Trash

The Contractor shall promptly remove all debris generated by Contractor's pruning, trimming, weeding, edging, and other work required in the Specifications of this Contract. Immediately after working in areas of public streets and park walks, gutters, driveways, and paved areas, the Contractor shall clean them with suitable equipment. A green waste tonnage report is required at the end of each calendar year.

- b. Litter Pick-Up

In all Contract Sites, litter, including bottles, glass, cans, paper, cardboard, fecal matter, leaves, branches (any type and regardless of size), metallic items, cigarette butts, and other debris, shall be removed as shown in the Service Frequencies Schedule. The Contractor shall be responsible for paying all fees associated with the disposal of debris or trash accumulated during the performance of routine maintenance activities described above.

c. Hazardous Litter

Hazardous litter, including but not limited to wire, broken glass, jagged metal, and similar kinds of litter, shall be immediately picked up and removed from the site by the Contractor upon notice or observation thereof.

**G. TECHNICAL REPRESENTATIVE**

The Technical Representative, for purposes of this Exhibit B, is the City Park and Recreation Department's designee specified on Notice to Proceed letter issued under this Contract. The Technical Representative will provide daily oversight of this Contract to ensure compliance to the scope of work and/or performance to Contract Specifications. The Technical Representative, or designee, is also responsible for oversight of all invoice payments and billing questions for Purchase Orders issued under this Contract.

The Purchasing Agent shall be responsible for all contractual matters not otherwise identified as the responsibility of the Technical Representative in this Exhibit B. The Purchasing Agent is the only individual authorized to make changes of any kind to the Contract. The Contractor shall not rely upon any oral change from anyone, or a written request for change from someone other than the Purchasing Agent. All changes must be in writing, signed by the Purchasing Agent.

**H. FAILURE TO PERFORM SATISFACTORILY**

It is agreed and understood that if the Contractor fails to perform the work as specified herein, the City will pay only for the amount of service actually received, as determined by the Technical Representative, with an appropriate downward adjustment in Contract price. Such adjustments may be in accordance with Exhibit I, Schedule of Task Pricing submitted by the Contractor with their proposal.

The City shall perform inspections of the Contract Sites to ensure that staffing and maintenance is adequate and that all work complies with these Specifications. Discrepancies and deficiencies will be noted on Field Inspection Notices (FIN) and shall be corrected within the time frame specified. If the Contractor fails to take corrective action within the noted time frame on the FIN, the City may withhold payment and/or proceed with termination of the contract. If City finds, upon inspection, that staffing on a Contract Site does not meet Contract Specifications, Technical Representative may withhold payment for charges associated with the staffing deficiency. Billing adjustments for unsatisfactory service shall be a permanent retention of the estimated monthly cost for work that is incomplete or deficient as stated herein.

When negligence on the part of the Contractor results in excessive use or waste of irrigation water, the estimated cost of this water shall be deducted from the Contract payment. Any monetary fines or other damages assessed to the City for failure to follow water conservation regulations imposed by the State of California, the County Water Authority, or other legal entity will be the responsibility of the Contractor unless cause to the contrary is substantiated to the satisfaction of the Technical Representative.

**I. PAYMENTS WITHHELD**

The City may withhold payment to such extent as may be necessary to protect the City from loss due to:

1. Work required in the Specifications which is defective, incomplete, or not performed.
2. Staffing not provided as required under the Specifications or as proposed by Contractor.
3. Claims filed against the City for damage caused by the Contractor's acts or omissions, or reasonable evidence indicating probable filing of such claims.
4. Failure of the Contractor to make payments properly to Sub-Contractors for materials or labor.
5. A reasonable doubt that the Contract can be completed for the balance then unpaid.

**J. INVOICING PROCEDURES**

The Contractor shall be paid in accordance with Article III of the City's General Contract Terms and Provisions for work performed satisfactorily. The Contractor shall be paid monthly, in arrears, for work performed satisfactorily. Billing shall be in accordance with the current Purchasing Contract, allowing for City approved adjustments if any. Invoices shall be submitted to the Technical Representative or designee, at the address specified on the Purchase Order(s).

The Contractor shall submit an invoice to the Technical Representative by the tenth of the following month in which work was performed. The invoice shall reference the purchase order number, include a description of the work performed in each maintenance category outlined in the Contract, and correspond with the Pricing Agreement provided by Purchasing and Contracting Department.

Any invoices for payment related to Extraordinary Labor and/or Extraordinary Work shall include the location the work was performed and attached written authorization from the Technical Representative approving Extraordinary Labor and/or Extraordinary Work. Failure to do so will result in payment being withheld for such services. Compensation for materials associated with Extraordinary Labor shall be the wholesale cost of the items involved plus 10 percent for the Contractor's cost of handling.

A Monthly Pesticide Use Report shall also be submitted in accordance with Exhibit B, **Paragraph F**, Subsection 16 , **Use of Chemicals**. This report shall accompany the above invoice.

**K. WATER CONSERVATION**

Water conservation shall be diligently practiced. Irrigation shall be done in a manner to minimize run-off or other wastage. Failure to properly manage and conserve water resources may result in deductions or other penalties. The Contractor shall turn off irrigation systems during periods of rainfall and at such other times when suspension of irrigation is desirable to conserve water and to remain within the guidelines of good horticulturally acceptable landscape maintenance practices. Irrigation run times shall be adjusted weekly to compensate for current weather conditions (unless/until a weather-based controller is installed).

**L. IRRIGATION WATER - COSTS**

The City of San Diego shall bear all the costs for water used in the maintenance of sites covered by this Contract with the exception of negligent water waste, which will be charged to the Contractor.

**M. METHOD OF PERFORMING WORK**

**1. Irrigation**

Irrigation shall be done by the use of automatic, mechanical sprinkler systems where available and operable; however, failure of the existing irrigation system to provide full and proper coverage shall not relieve the Contractor of the responsibility to provide adequate irrigation with full and proper coverage to all areas.

In those areas where a manual sprinkler system (including drip) is installed, the Contractor shall once a week, thoroughly inspect the operation of the system for any malfunction. The Contractor shall advise the Technical Representative within 24 hours of those malfunctions.

The Contractor shall maintain all sprinkler systems in such a way as to guarantee proper coverage and full working capability and shall make adjustments necessary to prevent excessive run-off into street rights-of-way or other areas not meant to be irrigated.

All areas not adequately covered by a sprinkler system shall be irrigated by a portable irrigation method. The Contractor shall furnish all hoses, nozzles, sprinklers, etc. necessary to accomplish this supplementary irrigation. Care shall be exercised to prevent water waste, erosion, and/or detrimental seepage into existing underground improvements or structures. The cost of wasted water may be charged to Contractor as explained in Exhibit B, **Paragraphs K-M**.

Irrigation shall be accomplished as follows:

a. Landscaped improved banks and slopes shall be irrigated Monday through Friday as required to maintain horticulturally acceptable growth and color, and to encourage deep rooting.

b. Shrub beds shall be irrigated as required to maintain horticulturally acceptable growth and color, and to promote deep rooting. Shrub areas shall be irrigated at a rate which keeps surface runoff to a minimum. The irrigation rate shall be adjusted to the needs of shrub types, seasons, and weather conditions.

c. Newly Planted Trees, Shrubs, and Groundcover shall receive special attention until these plants are established. Adequate water and fertilizer shall be applied to promote normal, healthy growth. Proper berms or basins shall be maintained during the establishment period.

The Contractor shall comply, at all times, with the current level of the Emergency Water Regulations (see Exhibit E, San Diego Municipal Code, Article 7, Division 38) and any adopted City policies or procedures with respect to water usage and /or irrigation, as amended from time to time. The Contractor must obtain prior written approval from the Technical Representative before exceeding any applicable water regulations.

When excessive use or waste of irrigation water results from the Contractor's or any Sub-Contractor's performance under this Contract, the estimated cost of such water shall be deducted from the City's payment. The Contractor shall also pay any monetary fines or other damages assessed to the City for failure to follow water conservation regulations imposed by the State of California, The County Water Authority, or other legal entity arising out of performance of this Contract.

## **2. Pruning Shrubs and Groundcover Plants**

All shrubs and groundcover plants growing in the work areas shall be pruned as required to maintain plants in a healthy, growing condition; to maintain plant growth within reasonable bounds; and to prevent encroachment of passage ways, walks, streets, or view of signs; or encroachment in any manner deemed objectionable by the Technical Representative. Dead or damaged limbs shall be removed with sharp pruning tools, with no stubs remaining. Pruning shall be done to permit plants to grow naturally in accordance with their normal growth characteristics except where box hedging is required by the Technical Representative. Shearing, hedging or severe pruning of plants, unless authorized by the Technical Representative, shall not be permitted. Contractor shall perform all corrective pruning methods to all plant materials as directed by the Technical Representative. This includes but is not limited to the pruning of plants which have been hedge pruned in the past in order to return them to their natural growth characteristics. Contractor shall perform all such pruning including the removal of pruned materials at no additional cost to the City. Growth regulators shall not be used.

## **3. Tree Maintenance**

a. All trees shall be maintained in their natural shapes. Pruning shall be performed in such a manner as to promote the best growth habits, appearance, and health of the tree, and to prevent encroachment which blocks vision or is in any manner deemed undesirable by the Technical Representative. The Contractor shall, as part of this Contract be responsible for tree pruning that can be accomplished with a 12' pole saw by a worker standing on the ground. Trees shall not be topped. The Contractor shall bring to the attention of the Technical Representative within 24 hours any tree that shows signs of root heaving or leaning or is in any manner a safety hazard.

The Contractor shall be responsible for the complete removal and replacement of those trees lost due to Contractor's faulty maintenance or negligence, as determined by the Technical Representative. Replacement shall be made by the Contractor in the kind and size of tree determined by the Technical Representative. Where there is a difference in value between the tree lost and the replacement tree, the difference will be deducted from the Contract payment. In all cases, the value of the tree lost shall be determined by the Technical Representative, using the latest International Society of Arboriculture (I.S.A.) guidelines for value determination.

b. All newly planted trees shall be securely staked with two "lodge pole" type stakes placed on opposite sides of the tree, outside the root ball, and secured to the tree with at least two flexible rubber tree ties.

c. Tree ties shall be inspected regularly to ensure against girdling and abrasion.

d. Trees and shrubs that are uprooted and/or broken due to storms, regardless of size, shall be up righted immediately, if possible. If this is not possible, they shall be removed immediately (including roots) and the holes must be filled. The Contractor shall be responsible for paying any and all fees associated with the disposal of tree debris under the terms of this contract.

#### **4. Fertilization**

The Contractor shall inform the Technical Representative at least 48 hours before beginning any fertilization and shall have previously submitted a Safety Data Sheet (SDS), schedule of application showing the site, date, and approximate time of application of the fertilizer. Submission of the fertilizer schedule does not release the Contractor from any of the other obligations described in this Subsection 4 or any other provisions. The fertilization schedule, regardless of its intensity, timing, or the number of sites covered daily or weekly, shall not excuse the Contractor from performing any other work regularly required under this contract.

Fertilizer shall be delivered to the site only in the original unopened containers bearing the manufacturer's guaranteed analysis. Damaged packages will not be accepted. The Contractor shall furnish the Technical Representative with duplicate signed and legible copies of all certificates and invoices for all fertilizer to be used in this contract. The invoices must state the grade, amount, and quantity received. Both the copy and invoice to be retained by the City and the Contractor's copy must be signed by the Technical Representative, on site, before any material may be used.

The Contractor may not begin the actual application until the obligations in the preceding paragraph have been complied with.

Fertilizers shall be applied at the rates specified below:

- One pound of actual nitrogen per 1,000 square feet of planted area shall be applied to turf, shrubs, vines, groundcovers, and trees as specified
- Acceptable complete fertilizers include, but are not limited to:  
Best Turf Supreme 16-6-8, Best Triple Pro 15-15-15
- Contractors shall include material costs for the following specified fertilizer products in 50 lb. bags:
  - 480 bags Year – Best Triple Pro 15-15-15 (February, May, August, November – 120 bags per frequency)
  - 60 bags Year – Best Turf Supreme 16-6-8 (February, May, August, November – 15 bags per frequency)

The Contractor's materials costs in their proposal shall reflect these specified fertilizers. The Technical Representative reserves the right and authority to specify alternative fertilizer materials. No changes in fertilizer materials shall be utilized without written approval from the Technical Representative prior to the fertilizer application. The Contractor shall provide cost per bag with proposal submittal.

As deemed necessary by the Technical Representative to achieve required results, other materials including, but not limited to, iron chelate, soil sulfur, gypsum, surfactant enzymes

such as Sarvon or Naiad, etc., may be needed and shall be applied as necessary at the Contractor's expense.

Adequate irrigation shall immediately follow the application of fertilizers and/or amendments to force fertilizer material to rest directly on the soil surface. Drip irrigated areas shall be adequately hand watered using quick coupler valves and hoses to dissolve fertilizer.

Fertilization must occur in prescribed months, and shall be accomplished in a manner so as to achieve an even green. If fertilization results are patchy, remedial fertilizer must be applied immediately.

## **5. Weed Control**

Weeds shall be removed from all shrub and groundcover beds, planters, tree wells, cracks in paved areas, including sidewalks, and areas covered with ornamental rocks, as shown in Service Frequencies Schedule.

This means complete removal of all weed growth. For the purpose of this specification, a weed will be considered "any undesirable or misplaced plant". Weeds shall be controlled by manual, mechanical, or chemical methods.

The Technical Representative may restrict the use of chemical weed control in certain areas.

Center Island maintenance shall include the removal of weed growing in all paved or unpaved surfaces of the Center Island.

## **6. Disease and Pest Control**

The Contractor shall regularly inspect all landscaped areas for presence of disease, insect, or rodent infestation. The Contractor shall advise the Technical Representative within four (4) days if disease, insect, or rodent infestation is found; Contractor shall identify the disease, insect, or rodent and specify control measures to be taken. Upon approval of the Technical Representative, the Contractor shall implement the approved control measures, exercising extreme caution in the application of all sprays, dusts, or other materials utilized. Approved control measures shall be continued until the disease, insect or rodent is controlled to the satisfaction of the Technical Representative. The Contractor shall utilize all safeguards necessary during disease, insect, or rodent control operations to ensure safety of the public and the employees of the Contractor, in accordance with current standard practices accepted by the California Department of Food and Agriculture. If Contractor is unable to control the pest or disease, a pest control company will be hired, and the billing will be deducted from Contractor's monthly payment.

All individuals who supervise the mixing and application of herbicides, insecticides, and rodenticides shall possess valid Qualified Applicators Certificate for Category B issued to them by the California Department of Pesticide Regulation and submit to the Technical Representative within 30 days of expiration a copy of the valid certificate.

## **7. Replacement of Plant Material**

The Contractor shall notify the Technical Representative within four (4) days of the loss of plant material due to any cause.

a. The Contractor shall supply, at its own expense, the labor, and all materials to replace any tree, shrub, groundcover, or other plant which is damaged or lost as a result of Contractor's faulty maintenance or negligence. The size and species of replacement plant materials shall be as directed by the Technical Representative.

b. To ensure maximum healthy growth and overall aesthetic appearance of planting in the work area, it may be desirable to replace certain plants. The necessity or desirability of such plant replacement shall be determined by the Technical Representative. If for any reason, such plant replacements are deemed necessary, the City will pay for labor at the Contractor's extraordinary labor rate in accordance with rates quoted for Extraordinary Labor. For plantings, plant material shall be reimbursed to the Contractor at the wholesale cost of the plants required plus 10 percent for the Contractor's cost of handling.

## 8. Groundcovers

Groundcovers are low growing plants that grow in colonies to form a solid mat over the surface of the ground. They spread by rhizomes, by stolons or by roots which form at the nodes of trailing branches that come in contact with the soil. The plants give a flat or two-dimensional effect to the landscape; such plants include, but are not limited to: carissa, acacia, osteospermum, lantana, trachelospermum, baccharis, and varieties of ice plant.

### a. Irrigation

All areas planted with groundcovers shall be adequately irrigated and fertilized to maintain the planting in a healthy condition. Frequent, light irrigations shall be avoided.

### b. Edging

Groundcover beds shall be maintained within their intended bounds and shall not be permitted to encroach into lawns, shrub beds, sidewalks, or adjacent areas, or to encroach in any manner deemed undesirable by the Technical Representative. Edging is to be completed as specified in the Service Frequencies and shall include all fixtures (e.g., fire hydrants, manhole covers, meter boxes, valve boxes, quick couplers, gate valves). All edging must have a clean cut with the cut perpendicular to the hard surface and not removed from it. Chemical edging is unacceptable.

### c. Pruning

All groundcover plantings shall be thinned and pruned as necessary to maintain them within their intended bounds, and at such other times as directed by the Technical Representative for the health of the planting and the appearance of the site.

### d. Replanting

Replanting will be required to maintain the continuity of the groundcover area, and replacements shall be as approved by the Technical Representative, according to Exhibit B, **Paragraph M, Subsection 7, Replacement of Plant Material.**

### e. Cultivation

The open soil between plants shall be cultivated where the planting permits.

## **9. Facility Maintenance**

### **a. Sidewalks and Paved Areas (Including Paved Center Islands)**

All sidewalks and other paved surfaces shall be maintained in a safe, non-hazardous, and useable condition at all times. The Contractor shall remove fecal matter, stones, glass, paper, leaves, twigs, all other debris from paved areas. Any damage or repairs required shall be reported within 24 hours to the Technical Representative. See Service Frequencies Schedule.

### **b. Repair of Damage or Malfunction**

Damage to or malfunction of any facility not specifically provided for shall be reported within 24 hours to the Technical Representative.

### **c. Storm Drain Inspection & Cleaning**

All storm drains at Contract Sites shall be periodically inspected and cleaned according to the Service Frequencies schedule of the work site on which the storm drain is located. Contract Site maps identifying storm drains will be provided by the Technical Representative. Contractor must follow Storm Drain best management practices (See Exhibit F, San Diego Municipal Code, Article 3, Divisions 3) in keeping all inlets/drains free of debris and sediment at the entrance or grate of drain. Contractor is not expected to lift the grate but must remove all debris that can be reached with a pickup stick and remove any sediment build-up.

### **d. Signs**

All Signs at Contract Sites are to be periodically inspected and cleaned according to the Service Frequencies schedule. Signs are to be kept clean, legible, upright, litter free, graffiti free, and free from defects, damage, or vandalism. Any damage or repairs required shall be reported to the Technical Representative within 24 hours.

## **10. Inspection**

The Contractor shall provide comprehensive ongoing inspection of the Contract Sites. This inspection shall be performed by the Field Supervisor who shall provide the Technical Representative with a written punch list each week of items requiring remedial action or attention together with dates when the required work will be performed. Failure to provide such a punch list will indicate that no remedial action is required and that all work has been performed in accordance with the Contract Specifications.

The City shall provide continuing inspection of the work area to ensure that maintenance is adequate and that all work complies with these Specifications. Discrepancies and deficiencies will be noted on FIN and shall be corrected within the time frame specified. If the Contractor fails to take corrective action within the noted time frame on the FIN, the City may withhold payment and/or proceed with termination of the contract.

## **11. Site Inspection and Turnover**

a. Approximately (thirty) 30 days prior to the end of the Contract Term, the Technical Representative will inspect the Contract Sites with the current Contractor to ensure that sites are turned over at the end of the Contract Term in a condition that conforms to the Contract Specifications. If a new Contractor is to perform thereafter, the new Contractor shall be a part of the inspection party. Any deficiencies found in the specified maintenance level shall be noted and presented to the current Contractor in writing. The City shall be the sole judge as to what constitutes a deficiency. The current Contractor shall correct all deficiencies noted by the end of the Contract Term. If the current Contractor fails to correct the noted deficiencies and turns over the Contract Sites in an unacceptable condition, as determined by the Technical Representative, the City will correct the deficiencies that remain. All costs incurred by the City to correct deficiencies will be deducted from the current Contractor's final payment. The City shall be the sole judge as to what constitutes a reasonable cost for work authorized.

b. Approximately ten (10) days after commencing work, the Contractor shall tour Contract Sites with the Technical Representative. The Technical Representative may authorize a mutually agreed upon one-time payment to the Contractor for correcting any identified and agreed upon deficiencies. If payment and work are authorized, the Contractor shall bring the Contract Sites into compliance with these Contract Specifications and thereafter maintain them at that level.

## **12. Traffic Control Plans**

On those occasions when the requested work requires a street, sidewalk, alley, or bikeway to be blocked, wholly or partially, the Contractor is to comply with the traffic control plans as prescribed in Chapter 5 of the Caltrans Traffic Manual Traffic Control for Construction and Maintenance Work Zones. Information and the required written notices shall be obtained from the City of San Diego Traffic Engineering Division, Plan Check Counter, 1222 First Avenue, San Diego, CA 92101, phone (619) 446-5284. The required written notice must be filed prior to commencing work in the impacted area.

## **13. Turf Maintenance**

### **a. Mowing**

Turf shall be mowed in accordance with the Service Frequencies.

The Contractor shall mow all turf grass in the Contract Sites so that no more than 1/3 of the grass blade is removed during each mowing in returning the grass to the accepted height for the species of grass being mowed in inclement weather may preclude adherence to the frequency schedule; the Contractor may request that the Technical Representative alter mowing frequency because of rain or prolonged cold. A missed mowing cannot be "made up" by mowing twice in the subsequent week(s).

Mowing must be done in a neat pattern. Mowing patterns are to be alternated to avoid compaction of soil. Contractor shall immediately clean all sidewalks after mowing. Cuttings shall be removed from all hardscape and turf areas and not blown into the street or shrub beds. Contractor shall report wet soggy areas in turf due to over watering or leaks to the Field Supervisor immediately.

Mowing Equipment shall be maintained so as to provide a smooth, even cut without tearing. The blade adjustment shall provide a uniform, level cut without ridges or depressions. The

mower blades shall be kept sharp. Equipment shall not be allowed to create ruts or depressions in the turf.

b. Edging

All turf shall be edged in accordance with the Service Frequencies.

The Contractor shall edge all turf areas in the Contract Sites that are adjacent to improved surfaces. Where no improved surfaces exist, turf edges shall be maintained if the turf area abuts a shrub bed or property line or any other area where turf delineation is required by the Technical Representative. All edging must have a clean cut with the cut perpendicular to the hard surface and not removed from it. Contractor shall edge all fixtures (e.g., fire hydrants, manhole covers, meter boxes, valve boxes, quick couplers, gate valves). Chemical edging is unacceptable.

c. Renovation

Renovation shall be the operation approved by the Technical Representative that removes accumulated thatch from turf areas. A schedule of equipment to be utilized by the Contractor shall be submitted to the Technical Representative at least ten (10) days prior to beginning work. Refuse generated from renovation shall be removed from the work site no later than the day following renovation. Thatch and other debris left on the site overnight shall be completely contained in bags or burlap sheets so that it does not migrate to adjacent areas. A renovation work schedule shall also be submitted showing the site, date, and time the actual operation is to be performed, and the Contractor shall not begin the actual renovation until approval is given by the Technical Representative for the type of equipment and renovation work schedule. The Technical Representative may delete the renovation requirement from a particular site

d. Aeration

The Contractor shall aerate all turf areas in the Contract Sites by core removal to a depth of two (2) inches in accordance with the Service Frequencies. Under adverse conditions or where turf is suffering from compaction due to high use, aeration may be necessary at more frequent intervals. The frequency interval shall be as required to promote healthy, vigorous growth. Contractor shall inform Technical Representative if, for any of these reasons, Contractor deems aeration beyond the frequencies listed in the Service Frequencies as necessary. Aeration beyond the frequencies listed in the Service Frequencies shall be considered Extraordinary Work Labor and is subject to Exhibit B, **Paragraph X** of this Contract.

A schedule of aeration equipment to be used shall be submitted to the Technical Representative ten (10) days prior to beginning work.

In performing periodic operations as required herein, routine grounds maintenance services at the same work site such as, but not limited to, litter control, weed control, and irrigation shall continue without interruption.

**14. Mulch**

The Contractor shall mulch all planter beds as required in the Service Frequencies. Mulch shall be specified as 4" grind and/or compost sourced from the City's Environmental Services Department. Mulch shall be installed to a minimum 3" depth around trees and shrubs in planter beds. Compost will be used for over seeding turf as needed. Other areas requiring

mulch may be billed to the City as Extraordinary Labor projects with prior written approval from the Technical Representative and in accordance with all applicable provisions of this Contract, including Paragraph X, Extraordinary Labor.

**N. CONTRACT SITES**

The sites to be maintained under the terms of this Contract, collectively referred to as the “Contract Sites,” include Medians, Rights-of-Way, Slopes, Streets, Brow Ditches, Gutters and Curbs, Storm Drain, Trails, and other specified areas within the Stonecrest Village Maintenance Assessment District, as specified in the subsequent pages (See Exhibit G, Site Plan).

The Contract Sites are as follows:

Sites to be maintained under the terms of this contract are listed below:

- Category II: Street Medians Landscaped with Trees, Shrubs, Groundcover, and Hardscape: Medians located on Daley Center Dr., Stonecrest Blvd., and West Canyon Ave.
- Category IV: Rights-Of-Way Landscaped with Turf, Trees and Hardscape: Rights-of-ways located on Daley Center, Dr., Stonecrest Blvd., West Canyon Ave., and West Canyon Terr.
- Category V: Rights-Of-Way Landscaped with Trees, Shrubs, and Groundcover: Rights-of-way located on Briar Ct., Daley Center Dr., Stonecrest Blvd., West Canyon Ave., Briar Ct., and West Canyon Terr.
- Category VI: Slopes and Areas Adjacent to Rights-Of-Way Landscaped with Trees, Shrubs, Groundcover, and Hardscape: Slopes and areas adjacent to ROW's located Daley Center Dr. Stonecrest Blvd., West Canyon Ave., West Canyon Terr., the riparian trail, and the slopes located on the eastern and southern portions of the project.
- Category XI: Gutters and Curbs: Curbs and gutters located along the medians and the ROW's throughout the project as indicated in categories above.
- Category XIII: Brow Ditches: Brow ditches located at the north end of West Canyon Ave., the south portion of the project, and the east portion of the project, south of Daley Center Dr.

**O. SERVICE FREQUENCIES**

**Category II: Street Medians Landscaped with Trees, Shrubs, Groundcover, and Hardscape.**

Supervisory Inspection	The non-working Supervisor shall inspect <u>all</u> areas under the contract a minimum of <u>once a week</u> and submit a written punch list of deficiencies. All major problems shall be reported to the Technical Representative within twenty-four (24) hours.
Irrigation Inspection	Once a week, all systems (including drip) are to be thoroughly inspected to ensure complete electronic operation and proper distribution of water. An irrigation checklist shall be completed as each system is inspected. The checklists will be provided and must be submitted weekly to the Technical Representative.
Maintenance & Repair of Irrigation Systems	As needed, to ensure proper operation of irrigation systems.
Litter Removal	Once (1) a week, Monday through Friday, to keep all areas litter free.
Weed Removal	Once every other week, to maintain areas in a weed free condition.
Pruning - Trees	Three (3) times a year, in March, July, and November, to maintain in optimum condition, provide clearance for irrigation, prevent encroachment into public thoroughfare/sidewalk or into other plant material, and to ensure clear visibility of all street signs and traffic signals. All sucker growth is to be removed as it appears. Prune to correct hazards and to remove all dead, diseased, or damaged limbs, as well as those limbs crossing or competing.

**Category II: Street Medians Landscaped with Trees, Shrubs Groundcover, and**

**Hardscape (cont.)**

<p>Pruning – Shrubs and Groundcover</p>	<p>Once a month, to shape, train, and prevent encroachment into public thoroughfare/sidewalk or into other plant material. Prune to correct hazards and to remove all dead, diseased, or damaged limbs and to prevent blockage of irrigation system components and patterns. All shrubs are to be maintained at a height no greater than 24" above the curb. Shrubs must maintain their natural appearance. Growth regulators shall not be used.</p>
<p>Fertilization – Trees, Shrubs and Groundcover</p>	<p>Four (4) times a year, in February, May, August, and November to promote healthy plant growth.</p>
<p>Pest Control</p>	<p>Prompt remedial action as necessary to maintain plant material in optimum condition.</p>
<p>Fungicide or other Special Treatment</p>	<p>Prompt remedial action as necessary to maintain plant material in optimum condition.</p>
<p>Plant Replacement</p>	<p>As deemed necessary by Technical Representative to replace plant material damaged or killed due to Contractor's negligence.</p>
<p>Sweeping Stamped Concrete/Concrete Pavers</p>	<p>Once every other week. All paved areas shall be swept to remove sand, dirt, and debris. Blowers may be used, if operated in a responsible manner</p>
<p>Mulch Replacement</p>	<p>Two (2) times a year, in March and September, to spread and maintain to a depth of 3". City will provide forty (40) Cubic Yards of mulch.</p>

**Category IV: Rights-of-Way Landscaped with Turf, Trees, and Hardscape**

<p>Supervisory Inspection</p>	<p>The non-working Supervisor shall inspect all areas under the contract once a week and submit a written punch list of deficiencies. All major problems shall be reported to the Technical Representative within twenty-four (24) hours.</p>
<p>Irrigation Inspection</p>	<p>Once a week, to ensure complete electronic operation and proper distribution of water. Irrigation checklists shall be completed as each system is inspected. The checklists are required to be submitted once a week to the Technical Representative.</p>
<p>Maintenance &amp; Repair of Irrigation Systems</p>	<p>As needed, to ensure proper operation of irrigation systems.</p>
<p>Litter Removal</p>	<p>Once a week, to keep all areas litter free.</p>
<p>Weed Removal</p>	<p>Once every other week, to maintain areas in a weed free condition.</p>
<p>Mowing</p>	<p>Once a week, on Thursday. The use of reel or rotary mowers is at the discretion of the Technical Representative. Raking or sweeping to remove mowing clippings must be done every mowing. Sidewalks will be swept in conjunction with edging. Blowers may be used, if operated in a reasonable manner.</p>
<p>Edging</p>	<p>Once a week, on Thursday, to edge curbs, sidewalks, and all fixtures (e.g. valve boxes, quick couplers, gate valves, walls, lights, etc.). All edging must be perpendicular to the hard surface and not removed from it. Turf edging will be done in conjunction with mowing. Chemical edging is unacceptable.</p>

**Category IV: Rights-of-Way Landscaped with Turf, Trees, and Hardscape. (cont.)**

<p>Pruning - Trees</p>	<p>Three (3) times a year, in March, July, and November, to maintain in optimum condition, provide clearance for irrigation, prevent encroachment into public thoroughfare/sidewalk or into other plant material, and to ensure clear visibility of all street signs and traffic signals. All sucker growth is to be removed as it appears. Prune to correct hazards and to remove all dead, diseased, or damaged limbs, as well as those limbs crossing or competing.</p>
<p>Fertilization – Complete</p>	<p>Four (4) times a year, in February, May, August, and November, to promote healthy plant growth.</p>
<p>Pest Control</p>	<p>Prompt remedial action as necessary to maintain plant material in optimum condition.</p>
<p>Fungicide or other Special Treatment</p>	<p>Prompt remedial action as necessary to maintain plant material in optimum condition.</p>
<p>Plant Replacement</p>	<p>As deemed necessary by Technical Representative to replace plant material damaged or killed due to Contractor’s negligence.</p>
<p>Aerification</p>	<p>Two (2) times a year, in February and September, to ensure turf health. Aerification shall be completed in conjunction with fertilization.</p>
<p>Sweeping - Sidewalks</p>	<p>Once a week, on Mondays. All sidewalks shall be swept to remove sand, dirt, and debris. This is a separate maintenance task from the removal of debris from turf mowing/edging. Blowers may be used, if operated in a responsible manner.</p>

**Category IV: Rights-of-Way Landscaped with Turf, Trees, and Hardscape. (cont.)**

<p>Servicing of Pet Waste Stations</p>	<p>Three times a week. Servicing nine (9) stations in the M.A.D. right-of-way and trail areas. Servicing includes: refilling dispensers with the 'Fido House' brand baggies, and replacing receptacle trash bags with 'Fido House' brand receptacle bags. Under the direction of the Technical Representative, stock will be procured by contractor via Extraordinary Labor. Pet Waste Station dispensers are to be kept locked with keys provided by the Technical Representative.</p>
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**Category V: Rights-of-Way Landscaped with Trees, Shrubs, and Groundcover.**

<p>Supervisory Inspection</p>	<p>The non-working Supervisor shall inspect all areas under the contract once a week and submit a written punch list of deficiencies. All major problems shall be reported to the Technical Representative within twenty-four (24) hours.</p>
<p>Irrigation Inspection</p>	<p>Once a week, to ensure complete electronic operation and proper distribution of water. Irrigation checklists shall be completed as each system is inspected. The checklists are required to be submitted once a week to the Technical Representative.</p>
<p>Maintenance &amp; Repair of Irrigation Systems</p>	<p>As needed, to ensure proper operation of irrigation systems.</p>
<p>Litter Removal</p>	<p>Once a week, to keep all areas litter free.</p>
<p>Weed Removal</p>	<p>Once every other week, to maintain areas in a weed free condition.</p>

**Category V: Rights-of-Way Landscaped with Trees, Shrubs, and Groundcover (cont.)**

<p>Pruning - Trees</p>	<p>Three (3) times a year, in March, July, and November, to maintain in optimum condition, provide clearance for irrigation, prevent encroachment into public thoroughfare/sidewalk or into other plant material, and to ensure clear visibility of all street signs and traffic signals. All sucker growth is to be removed as it appears. Prune to correct hazards and to remove all dead, diseased, or damaged limbs, as well as those limbs crossing or competing.</p>
<p>Pruning – Shrubs and Groundcover</p>	<p>Once a month, to shape, train, and prevent encroachment into public thoroughfare/sidewalk or into other plant material and to ensure clear visibility of all street signs and traffic signals. All sucker growth is to be removed as it appears. Prune to correct hazards and to remove all dead, diseased, or damaged limbs and to prevent blockage of irrigation system components and patterns. All shrubs are to be maintained at a height no greater than 24" above the curb.</p>
<p>Fertilization</p>	<p>Four (4) times a year, in February, May, August, and November to promote healthy plant growth.</p>
<p>Pest Control</p>	<p>Prompt remedial action as necessary to maintain plant material in optimum condition.</p>
<p>Fungicide or other Special Treatment</p>	<p>Prompt remedial action as necessary to maintain plant material in optimum condition.</p>
<p>Plant Replacement</p>	<p>As deemed necessary by Technical Representative to replace plant material damaged or killed due to Contractor's negligence.</p>
<p>Mulch Replacement</p>	<p>Two (2) times a year, in February and August, to spread and maintain to a depth of 3". City will provide forty (40) Cubic Yards of mulch.</p>

**Category VI: Slope Areas Adjacent to Rights-of-Way Landscaped with Trees, Shrubs, Groundcover, and Hardscape.**

<p>Supervisory Inspection</p>	<p>The non-working Supervisor shall inspect all areas under the contract once a week and submit a written punch list of deficiencies. All major problems shall be reported to the Technical Representative within twenty-four (24) hours.</p>
<p>Irrigation Inspection</p>	<p>Once a week, to ensure complete electronic operation and proper distribution of water. Irrigation checklists shall be completed as each system is inspected. The checklists are required to be submitted once a week to the Technical Representative.</p>
<p>Maintenance &amp; Repair of Irrigation Systems</p>	<p>As needed, to ensure proper operation of irrigation systems.</p>
<p>Litter Removal</p>	<p>Once a week, to keep all areas litter free.</p>
<p>Weed Removal</p>	<p>Once every other week, to maintain areas in a weed free condition.</p>
<p>Pruning - Trees</p>	<p>Three (3) times a year, in March, July, and November, to maintain in optimum condition, provide clearance for irrigation, prevent encroachment into public thoroughfare/sidewalk or into other plant material, and to ensure clear visibility of all street signs and traffic signals. All sucker growth is to be removed as it appears. Prune to correct hazards and to remove all dead, diseased, or damaged limbs, as well as those limbs crossing or competing.</p>

**Category VI: Slope Areas Adjacent to Rights-of-Way Landscaped with Trees, Shrubs, Groundcover, and Hardscape. (cont.)**

<p>Pruning – Shrubs and Groundcover</p>	<p>Once a month, to shape, train, and prevent encroachment into public thoroughfare/sidewalk or into other plant material and to ensure clear visibility of all street signs and traffic signals. All sucker growth is to be removed as it appears. Prune to correct hazards and to remove all dead, diseased, or damaged limbs and to prevent blockage of irrigation system components and patterns. All shrubs are to be maintained at a height no greater than 24" above the curb.</p>
<p>Fertilization</p>	<p>Four (4) times a year, in February, May, August, and November to promote healthy plant growth.</p>
<p>Pest Control</p>	<p>Prompt remedial action as necessary to maintain plant material in optimum condition.</p>
<p>Fungicide or other Special Treatment</p>	<p>Prompt remedial action as necessary to maintain plant material in optimum condition.</p>
<p>Plant Replacement</p>	<p>As deemed necessary by Technical Representative to replace plant material damaged or killed due to Contractor's negligence.</p>
<p>Sweeping Asphalt Path</p>	<p>Once a week. All paved areas shall be swept to remove sand, dirt, and debris. Blowers may be used, if operated in a responsible manner.</p>

**Category XI: Gutters and Curbs**

Supervisory Inspection	The non-working Supervisor shall inspect all areas under the contract once a month and submit a written punch list of deficiencies. All major problems shall be reported to the Technical Representative within twenty-four (24) hours
Litter Removal	Once a week, to keep all areas litter free.
Weed Removal	Once a month, to maintain areas in a weed free condition.
Sweeping – Gutters	Once every other week, to keep gutters free of dirt, sand, leaves, and other debris. Blowers may be used if operated in a responsible manner.

**Category XIII: Brow Ditches**

Supervisory Inspection	The non-working Supervisor shall inspect all areas under the contract once a month and submit a written punch list of deficiencies. All major problems shall be reported to the Technical Representative within twenty-four (24) hours
Litter Removal	Once a week, to keep all areas litter free.
Weed Removal	Once a month, to maintain areas in a weed free condition.
Sweeping – Brow Ditches	Once every other week, to keep gutters free of dirt, sand, leaves, and other debris. Blowers may be used if operated in a responsible manner.

**P. ESTIMATED HOURS**

City staff estimates over 10,608 annual hours are required to fulfill all routine task frequencies required by this contract. The annual hours listed in this **Paragraph P** is an estimate of the required to accomplish all tasks in a satisfactory manner. Contractor shall recognize that the estimated hours are based on historical data and observation by City staff.

**Q. MATERIALS**

Contractor must be able to verify all material costs and quantities listed in its proposal. Upon request, Contractor shall provide information for material(s) identifying and verifying various vendors, (company name, address, phone number and contact person), along with cost quotes for each individual material submitted for consideration.

City staff estimates over \$19,000 in annual material costs, (inclusive of approximately \$15,000 in fertilizer and amendments), will be required by the Contractor to fulfill all routine task frequencies under in contract, in accordance with market pricing at time of award of contract. City's estimate is based on current market pricing. It is recommended that the Contractor include all material costs including irrigation, weed control, litter control, fertilization, dumping, etc., on Exhibit I, Schedule of Task Pricing pages.

The Technical Representative shall evaluate all material costs associated with tasks specified under this Contract and may reject any proposal that under or overestimates the material costs associated with task requirements. It is recommended that Contractor consider all factors including project square footage, task frequencies, and specifications impacting material costs.

**R. FERTILIZATION**

Fertilizer shall be hand watered in using quick coupler valves and hoses on those areas with drip irrigation systems. The Technical Representative shall specify which complete and organic fertilizers shall be applied. Specific fertilizer type/brand and application rates are specified in proposal Specifications herein.

In accordance with Specifications including square footage specified, Contractors are required to provide the following materials. Fertilizer bag quantities listed are 50-pound bags/each:

- Qty. 60 bags – Best Turf Supreme 16-6-8
- Qty. 480 bags – Best Triple Pro 15-15-15

**S. PLANT MATERIAL MAINTENANCE**

All groundcovers: including those which are planted at the top of slopes adjacent to private limits/boundaries, and adjacent to other shrubs, groundcovers or turf shall be maintained to keep plant growth within reasonable bounds. They shall be maintained to prevent encroachment of passageways, walks, streets, or view signs or encroachment in any manner deemed objectionable by the Technical Representative. Contractor is required to mechanically or chemically control this groundcover to prevent encroachment onto private lots.

Contractor is required to prevent encroachment of plant materials from private lots or open space into areas maintained under this contract. Care shall be taken to ensure that plant

material(s) inside fences on private lots is not injured or damaged by Contractor's actions. Plant materials within the District shall be maintained to prevent encroachment onto private walls, fences, etc.

Shrub pruning along major streets shall be completed within ten calendar days of its inception. Shrub pruning must be performed so as to maintain their natural appearance. Any mechanical hedging must be approved by the Technical Representative.

Technical Representative shall provide direction for performing maintenance of any/all pruning throughout the Stonecrest Village MAD at any time at no additional cost to the City.

**T. PEST CONTROL**

Pest control is a maintenance function of this contract and shall be required (as needed). Pests that have been encountered and abated in this area previously include:

- a. Scale
- b. Snails throughout areas in the District.
- c. Gophers and ground squirrels throughout areas in the District. All gopher mounds shall be brought back to grade when the area has been treated. Excessive soil or rocks may require removal.
- d. Rats have been found nesting in plant material.
- e. Bees nesting in valve boxes.
- f. Ants nesting in valve boxes and irrigation controllers.
- g. Snakes.

**U. STAFFING REQUIREMENTS**

In addition to the requirements described in **Paragraph F, subsection 4, Staffing** this Contract requires the following:

- a. Staffing
  - 1. Ten (10) percent of an annual position (.10 x FTE) for the non-working Supervisor.
  - 2. Five (5) annual positions (5 x FTE) for crew employees which include a full-time working Field Supervisor and Irrigator.

b. Supervision

At least one working Field Supervisor and one working Irrigation Specialist shall be on duty eight hours per day, Monday through Friday. Work hours shall be between 6:00 a.m. to 6:00 p.m. with a half hour lunch break.

The Irrigation Specialist(s) must arrive on site no later than 7:00 a.m. and shall be employed by the successful Contractor at the time this Contract is awarded.

Additionally, Field Supervisors and Irrigation Specialists are subject to the following requirements:

- i. Field Supervisor(s)

Contractor shall have on the job site at all times, competent Supervisors (may be working Field Supervisors) capable of discussing all matters pertaining to this Contract with the Technical Representative. The working Field Supervisor must have all of the following: A minimum of three (3) years of experience overseeing all phases of landscape maintenance and personnel for a site of comparable square footage, scope of work and plant materials; verifiable experience (knowledge, skills and abilities) in the identification of and maintenance practices for ornamental trees, shrubs and groundcover, exotic weeds and plants as required for proper maintenance of all areas; and, ability to communicate effectively (orally and in writing) with the Technical Representative and with public citizens. It is desirable that the Field Supervisor have over three (3) years of qualifying experience and highly desirable for the field supervisor to have over five (5) years qualifying experience.

The onsite working Field Supervisor shall have a cell phone in their possession for communication with the Technical Representative. A minimum of one (1) qualified working Field Supervisor shall be on the job at all times work is being performed to provide the necessary supervision to ensure work is completed as specified by this Contract.

A resume of the assigned working Field Supervisor must be submitted with proposal. Failure to do so may result in considering your proposal submittal as non-responsive.

The working Field Supervisor(s) shall be interviewed by the Technical Representative and acceptance is subject to the Technical Representative's approval. Payroll records may be utilized to verify experience. The working Field Supervisor must be employed by the successful Contractor at the time this Contract is awarded. Any changes in working Field Supervisor personnel must be submitted in writing to the Technical Representative and is subject to approval based on compliance with Paragraph F and Paragraph U of this Contract.

ii. Irrigation Specialist(s)

Irrigation Specialist(s) must have all of the following: at least three (3) years of experience with all aspects of irrigation system installation and maintenance to assure that all components are maintained in operable condition at all times; verifiable (resume) experience and will be interviewed for acceptance by the Technical Representative; ability to communicate effectively (orally and in writing) with the Technical Representative and with public citizens; knowledge and experience in programming controllers and irrigating plant material in addition to knowledge and experience in troubleshooting and repairing all irrigation components utilized in the district; and, must have completed approved training and has all certifications to work with reclaimed/recycled water. It is desirable that the Irrigation Specialist have over three (3) years of qualifying experience and highly desirable that the Irrigation Specialist have over five (5) years of qualifying experience.

iii. Adequate Personnel

The Contractor must have knowledge and personnel with experience having performed on projects of similar size and plant pallets. The plant material(s) on this site require uncommon maintenance practices.

All of the landscape maintenance workers/laborers that make up the crew shall have at least one (1) year of fulltime paid experience in performing all aspects of landscape maintenance. It is desirable that all of the landscape maintenance workers/laborers have more than one (1) year of fulltime paid experience and highly desirable for all of the landscape maintenance workers/laborers to have more than four (4) years of fulltime paid experience.

Adequate personnel must be assigned full time to this Contract **Monday through Friday** excluding holidays, as well as including an on-site working Field Supervisor, Irrigation Specialist, and a crew to perform all other work.

The Monday through Friday full-time crew shall not be taken away from their routine Work Schedule to complete Extraordinary Labor assignments for miscellaneous projects. Exceptions include illegal dump pick-up, planting replacement plants (Contractor neglect) or specific litter situations beyond the routine litter or maintenance requirements of this contract. If Contractor has questions, Contractor shall contact the Technical Representative.

The Contractor shall maintain a minimum of **five (5)** full-time employees on site (excluding Non-Working Supervisor) during the normal working hours/days specified in this contract (Monday through Friday). The Technical Representative will evaluate each Contractor's time submitted with respect to each individual proposal task and overall time throughout each category. The Contractor shall ensure that these time elements meet the Technical Representative requirements for full-time labor.

A minimum of one Field Supervisor and one laborer must be able to communicate in English, orally and in writing. These staff members must be part of the Monday through Friday full-time staff.

Upon award of this Contract, Contractor shall submit, to the Technical Representative, a complete list to include the full names of employees assigned to the job site. Contractor shall replace any and all missing crew members with other fully competent employees for the same workday. There will be no exceptions, unless approved by the Technical Representative.

## **V. EQUIPMENT**

The following equipment is required, (provide a list as stated on the Contractor Standards Pledge of Compliance form, section L, "Statement of Available Equipment"):

Numerous Power and Manual Tools including, but not limited to: Edger's, Blowers, Weed Whips, Backpack Sprayers, Small Fertilizer Spreaders, Pruning Tools, and all other hand tools necessary to accomplish the maintenance requirements.

## **W. BLOWERS**

Unless specifically stated otherwise, blowers may be used at Contractor's discretion. The Contractor will be held responsible for any damages incurred to persons or property related to use of subject blowers.

It is always a better choice to sweep where people and cars are present, especially when performing duties on the medians. Contractor must remove all dirt and debris from the site and must not blow dirt or debris into streets or adjoining properties.

## **X. EXTRAORDINARY LABOR**

The use of Extraordinary Labor for miscellaneous projects is estimated at approximately 3,000 hours annually. Contractor will utilize Extraordinary Labor for additional miscellaneous projects (Extraordinary Work) in the Stonecrest Village MAD. Regular inspection and routine remedial action described in **Paragraph M** of this Exhibit B are not considered Extraordinary Labor, except as described below in this **Paragraph X**. The Contractor must have the staffing, expertise, and knowledge to perform projects in a timely manner with a quality end product. Some priority projects may need to be done immediately. All Extraordinary Labor must be approved in writing by the Technical Representative prior to conducting the Extraordinary Work.

Contractor may rent equipment necessary to complete the Extraordinary Work. If the Contractor has the equipment to perform the Extraordinary Work, Contractor may charge a rental fee at the current market rate for the equipment usage. If Extraordinary Work requires the purchase of goods, supplies, materials, or rental of equipment, the Contractor will be authorized to apply a 10 percent markup fee on those items. The 10 percent markup fee is not applicable to the Extraordinary Labor hourly rate. In addition, if the Contractor needs to use a Sub-Contractor for Extraordinary Work, the Contractor will be authorized to apply a ten percent markup fee for any and all Sub-Contractors services required. Only Sub-Contractors listed on the Contractor's Statement of Sub-Contractors, or Sub-Contractors formally added to the Contract and approved by Purchasing and Contracting Department may be used. Contractor or an approved Sub-Contractor will be compensated for additional debris removal resulting from Extraordinary Work, if approved by the Technical Representative.

Some examples of Extraordinary Work include, but are not limited to the following:

- Planting and replanting areas as needed.
- Installing and repairing irrigation systems as needed.
- A Registered Consulting Arborist (RCA) for various tree needs (e.g., vehicle accidents, etc.) for revenue cost recovery. RCA must be able to testify as an expert in a Court of Law. Contractor shall include RCA's current hourly rate on the Contractor's Statement of Sub-Contractors form.
- Bee nest removals (if not on Contractor's staff, he/she must be included in the Contractor's Statement of Sub-Contractors form.
- Locate and repair damaged irrigation services or electrical services for broken lines, cut wires to controllers and valves, etc.
- Clean-up of illegal dumps.

- Spread wood chips/mulch.
- Pour concrete pads, (if concrete Contractor is not on Contractor's staff, he/she must be included in the Contractor's Statement of Sub-Contractors form.
- Replace irrigation controllers and irrigation cabinets. |

Extraordinary Labor shall be used for the following types of Extraordinary Work:

**1. Extraordinary Labor Hours for Plantings**

The following quantities and number of hours are to be utilized for Extraordinary Labor planting needs. Estimated quantities and hours listed are based on historical knowledge, practices and observation of operations at the Stonecrest Village MAD and will be utilized when planting needs arise. Contractor shall agree to perform any and all planting needs at the quantities and hours noted below during the term of this contract. Contract Term. Any/all changes must be approved in advance and in writing by the Technical Representative.

Planting hours shall include all time required for complete plant installation, including but not limited to, the following: excavation of plant hole, mixing and addition of soil/amendments/fertilizers, installation of tree stakes, staking and tying (as needed), open plant container, plant, construct plant berms, watering, clean up, etc.

Groundcover – Flat	4 flats/hr.
Shrub – 1 Gallon	10 plants/hr.
Shrub – 5 Gallon	4-5 plants/hr.
Shrub/Tree – 15 Gallon	2-3 plants/hr.
Tree/Shrub – 24" Box	4 hours/each
Tree /Shrub – 36" Box	12 hours/each
Tree/Shrub – 48" Box	24 Hours/each

**2. Extraordinary Labor Hours for Irrigation Systems**

Certain portions of the irrigation systems within the Contract Sites may be equipped with new Smart Controllers as existing systems require replacement, or as otherwise determined by the Technical Representative and subject to all applicable laws. Contractor may be required to provide a portable wireless device (smart phone or tablet) capable of accessing the internet and accessing the web based smart controller interfacing from off-site locations. In such case, irrigation system materials shall be provided by the City to Contractor. Compensation for labor shall be the estimated repair times specified below using the labor rate specified on the proposal form.

Except as described above in this **Paragraph X(2)**, compensation for irrigation systems materials shall be at the cost of the items involved plus 10 percent markup fee for the

Contractor’s cost of handling. Compensation for Extraordinary Labor shall be for the estimated repair times specified below using the labor rate specified on the proposal form. All repairs must be pre-approved by the Technical Representative.

Repair or replacement includes, but is not limited to: sprinkler system laterals (piping), sprinkler mains (pressure lines), vacuum breakers, sprinkler control valves, sprinkler controllers, sprinkler heads, sprinkler caps, sprinkler head risers, valve covers, boxes and lids (including electrical pull boxes and lids), valve sleeves and lids, quick coupler valves, and hose bibs. Any replacement must conform to the type and kind of existing system. Any compensation for irrigation parts and/or labor not in conformance with the existing system. Any deviation must be approved in writing by the Technical Representative.

<u>Repairs to Sprinkler Irrigation Systems and Water Lines</u>	<u>Estimated Repair Time</u>
Broken lateral sprinkler line (surface)	0.5 hour
Broken lateral sprinkler line (subsurface)	1.0 hour
Damaged auto-sprinkler valve	1.5 hours
Damaged gate valve, manual control, or quick coupler valve	0.5 hour
Replace sprinkler head and/or riser (if digging required) and subsurface sprinkler Does not include screw on shrub heads	0.25 hour
Replace solenoid or bleed plug	0.25 hour

**3. Extraordinary Labor for Graffiti**

Graffiti shall be addressed by the Contractor within 48 hours of receiving notice of such graffiti or discovery, whichever occurs first. The Contractor shall notify the Technical Representative and receive approval prior to the purchase of materials. Repairs necessary to correct damage due to graffiti will be performed by the City or by Contractor as Extraordinary Labor, subject to Technical Representative approval.

Compensation for job-specific materials required to remove graffiti shall be at the cost of the job-specific items plus 10 percent markup fee for the Contractor’s cost of handling. Compensation for graffiti removal shall be at the Extraordinary Labor Rate. All repairs must be pre-approved by the Technical Representative.

**Y. SUBCONTRACTORS**

During the Contract Term, functions/tasks may arise which require the need for professional services associated with the maintenance of the Stonecrest Village MAD. These functions/tasks may require license(s), certification(s), permit(s), etc. The Contractor shall list any/all Sub-Contractors on the Contractor's Statement of Sub-Contractors form. Requests must be submitted in advance for changes or additions to the Sub-Contractor's list and must be approved and incorporated into the Contract by the Purchasing and Contracting Department. Copies may be required upon request. Sub-Contractors include but are not limited to the following:

- Pest Control Advisor
- A Registered Consulting Arborist (RCA) for various tree needs. RCA must be able to be utilized as an expert in a court of law.
- Concrete, masonry, and asphalt work required as needed.
- Certified Pest Control Operator for the removal/elimination of bee colonies/hives, vertebrates, and other pests.
- Any/all irrigation system repairs, including electrical.

**Z. SURETY BOND.**

Prior to the execution of the contract, the Contractor shall be required to furnish the City of San Diego with a surety bond (see Exhibit H) executed by a surety company authorized to do business in the State of California, and approved by the City of San Diego, in a sum equal to one hundred percent (100%) of the Contract amount for the initial one (1) year term of the contract, conditional for the performance of the Contract. The surety bond shall be renewed annually in a sum equal to one hundred percent (100%) of the Contract amount at time of renewal, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City. The surety bond shall be submitted to Purchasing & Contracting within ten (10) days of request. Failure to provide the bond within the time frame specified by the City shall be cause for the bid to be rejected as non-responsive. The bond shall be maintained by the Contractor in full force and effect during the entire period of performance under Contract. Failure to do so shall be cause for termination of the Contract. Refer to Article VIII of the City's General Contract Terms and Provisions, revised January 16, 2020 for additional information (See Exhibit C).

**AA. SCHEDULE OF TASK PRICING AND PRICING PAGES**

It is the intent of the City to award to a single contractor.

Contractor is required to input all contractor pricing using Exhibit I. Exhibit I is an Excel Spreadsheet with two (2) tabs; the "Proposer Input" tab is the detailed "Schedule of Task Pricing and Maintenance Pricing", and the "Auto Calc Summary Pricing" tab is the "Summary Pricing". Contractor shall input the "Labor Price per Hour", and "Materials Price" for each line listed under the tab titled, "Proposer Input". In addition, contractor shall input pricing for the "Total 1 Time Price" for the "Surety Bond, One (1) Year" under the tab titled "Proposer Input".

Contractors are required to input pricing for each line item on Exhibit I. Failure to input pricing for a line item (including, but not limited to, "Labor Price per Hour", "Materials Price", and "Surety bond, One (1) Year") may be cause for contractor's proposal to be deemed non-responsive. Contractor should input a zero, if no pricing; however, a blank will be interpreted as a zero. The Excel spreadsheet will calculate the "Estimated Contract Value" for the initial one (1) year term of the contract including the price for the one-time, "Surety Bond, One (1) Year".

All costs shall be fully burdened. "Labor Price per Hour" shall include all costs required to place and keep maintenance personnel on the job site, including but not limited to payroll, transportation, and insurance costs. "Materials Price" shall include, but not be limited to, the cost of materials plus any costs associated with transporting the materials to/from the job site. "Materials Price" must be stated as such and shall not be included in the "Labor Price per Hour". "Surety Bond, One (1) Year" price shall include the costs required to obtain a Surety bond for a period of one (1) year in accordance with Exhibit B, Section Z.

The information contained in the "Total one (1) Time Price" breakdowns, and "Surety Bond, One (1) Year" will be reviewed as part of the determination for a responsible bid. Contractor's may be required to justify their "Surety Bond, One (1) Year" price, and/or "Total 1 Time Price" based on the "Estimated Contract Value, One (1) Year Term, Total" bid and/or City's estimate of reasonable time to perform specific tasks and materials required. The City reserves the right to reject any submittal when, in its opinion, the Contractor cannot perform the contract in accordance with the specifications herein. The information in Exhibit I, "Schedule of Task Pricing and Maintenance Pricing", may be used to determine amounts withheld for non-performance when inspections by City staff indicate a specified task was not performed.

# EXHIBIT C



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

## ARTICLE I SCOPE AND TERM OF CONTRACT

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

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

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

## ARTICLE II CONTRACT ADMINISTRATOR

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

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

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

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

### ARTICLE III COMPENSATION

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

**3.2 Invoices.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE VI INTELLECTUAL PROPERTY RIGHTS**

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

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

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

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

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

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

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

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

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

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

## **ARTICLE VII INDEMNIFICATION AND INSURANCE**

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

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

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

Contractor shall provide, at a minimum, the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE VIII BONDS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE XI DISPUTE RESOLUTION**

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

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

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

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

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

## **ARTICLE XII MANDATORY ASSISTANCE**

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

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

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

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

### **ARTICLE XIII MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## EXHIBIT D

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**5. Payroll Records.** Bidder and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Bidder is responsible for ensuring its subcontractors submit certified payroll records to the City.

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

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

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

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

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

# Exhibit E

## Article 7: Water System

### Division 38: Emergency Water Regulations

*(“Emergency Water Regulations” added 10-19-1998 by O-18596 N.S.)*

#### §67.3801 Declaration of Necessity and Intent

- (a) This Division establishes water management requirements necessary to conserve water, enable effective water supply planning, assure reasonable and beneficial use of water, prevent waste of water, prevent unreasonable use of water, prevent unreasonable method of use of water within the City of San Diego Water Department service area in order to assure adequate supplies of water to meet the needs of the public, and further the public health, safety, and welfare, recognizing that water is a scarce natural resource that requires careful management not only in times of drought, but at all times.
- (b) In addition to the general provisions of Section 67.3803, this Division establishes regulations to be implemented during times of declared water shortages, or declared water shortage emergencies. It establishes four levels of drought response actions to be implemented in times of shortage, with increasing restrictions on water use in response to worsening drought conditions and decreasing available water supplies.
- (c) Drought Response Level 1 measures are voluntary and will be reinforced through local and regional public education and awareness measures. Drought Response condition Levels 2 or higher become increasingly restrictive in order to attain escalating conservation goals.
- (d) During a Drought Response Level 2 condition or higher, the water conservation measures and water use restrictions established by this Division are mandatory and violations are subject to criminal, civil, and administrative penalties and remedies as provided in Chapter 1 of this Code.

*(Renumbered from Sec. 67.38 and retitled to “Declaration of Emergency” on 10-19-1998 by O-18596 N.S.)*

*(Former Section 67.3801 repealed and added “Declaration of Necessity and Intent” 12-15-08 by O-19812 N.S; effective 1-14-2009.)*

# Exhibit E

## §67.3802 Definitions

The following words and phrases whenever used in this Division will have the meaning defined in this section:

*Cascading Fountain* means a water feature with a flow which does not eject water up into the air.

*Customer* means any person, corporation, public or private entity, public or private association, public or private agency, government agency or institution, school district, college, university, or any other user of water provided by the City of San Diego.

*Days* are defined as calendar days, unless otherwise indicated.

*Disaster* means a catastrophic, naturally occurring or man-made event, including earthquake, flood, fire, riot, or storm, for which a state of emergency has been declared by the President of the United States, the Governor of California, or the executive officer or legislative body of the City or County of San Diego.

*Drought* means any shortage in water supply based upon expected demands that are caused by hydrological, environmental, legislative, judicial actions, or by infrastructure failure.

*Grower* means a *customer* engaged in the growing or raising, in conformity with recognized practices of husbandry, for the purpose of commerce, trade, or industry, or for use by public educational or correctional institutions, of agricultural, horticultural or floricultural products, and produced: (1) for human consumption or for the market, or (2) for the feeding of fowl or livestock produced for human consumption or for the market, or (3) for the feeding of fowl or livestock for the purpose of obtaining their products for human consumption or for the market. Grower does not refer to customers who purchase water subject to the Metropolitan Interim Agricultural Water Program or the San Diego County Water Authority Special Agricultural Rate Programs.

*Industrial Use* means any of the following Subcategories of the Industrial Use Category in San Diego Municipal Code section 131.0112(a)(10): (A) Heavy Manufacturing; (B) Light Manufacturing; or (D) Research and Development.

*Measurable Rainfall* means a period during and within 48 hours after rainfall of 1/8 of an inch or more recorded at the nearest reporting weather station for the *customer*.

## Exhibit E

*Metropolitan* means the Metropolitan Water District of Southern California.

*Ornamental Fountain* means a water feature with an external forced flow or stream of water against gravity that is not used for recreational purposes or to support aquatic life.

*Potted Plant* means any plant or group of plants contained in a pot or other receptacle that can be moved, including plants on boards, bark, driftwood or airplants (epiphytes).

*Recreational Fountain* means any recreational structure, other than swimming pools or spa pools, which is open to the general public or which may be open to the general public, and uses re-circulated water in which people come into contact. This includes, but is not limited to, zero depth water features, interactive fountains, water slides, waterfalls, or combinations of such water features. Water features not intended for human contact, such as *ornamental fountains*, are not included.

*Water Authority* means the San Diego County Water Authority.

*Water Conservation* means the efficient management of water resources for beneficial uses, preventing waste, or accomplishing additional benefits with the same amount of water.

*(Renumbered from Sec. 67.38.1 and retitled to “Comprehensive Water Conservation Plan” on 10-19-1998 by O-18596 N.S.)*

*(Former Section 67.3802 repealed and added “Definitions” 12-15-08 by O-19812 N.S.; effective 1-14-2009.)*

*(Amended 10-28-2009 by O-19904 N.S.; effective 11-27-2009.)*

*(Amended 6-29-2015 by O-20517 N.S.; effective 6-29-2015.)*

*(Amended 8-4-2016 by O-20699 N.S.; effective 9-3-2016.)*

*(Amended 11-20-2019 by O-21156 N.S.; effective 12-20-2019.)*

### **§67.3803 Water Waste Prohibitions**

To prevent the waste and unreasonable use of water and to promote water conservation, each of the following actions is prohibited, except where necessary to address an immediate health and safety need or to comply with a term or condition in a permit issued by a state or federal agency:

- (a) The application of potable water to outdoor landscapes in a manner that causes runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures.

## Exhibit E

- (b) *Customers* shall repair or stop all water leaks upon discovery or within seventy-two hours of notification by the City of San Diego.
- (c) A *customer* shall not wash down sidewalks, driveways, parking areas, tennis courts or other paved areas without using a power washer or a hose with a shutoff nozzle. Washing any paved areas is only allowed to alleviate immediate safety or sanitation hazards. Wash water shall be collected and prevented from leaving the property and entering the municipal separate storm sewer system pursuant to Chapter 4, Article 3, Division 3 of this Code.
- (d) A *customer* shall not overflow swimming pools and spas.
- (e) A *customer* shall not use non-recirculating *ornamental fountains* or *cascading fountains*.
- (f) Using a hose that dispenses potable water to wash a motor vehicle, except where the hose is fitted with a shut-off nozzle or device attached to it that causes it to cease dispensing water immediately when not in use.
- (g) Single pass-through cooling systems as part of water service connections shall be prohibited after the effective date of this section. Non-recirculating systems in all conveyer car wash and commercial laundry systems shall be prohibited after the effective date of this section.
- (h) Serving drinking water other than upon request in eating or drinking establishments, including but not limited to restaurants, hotels, cafes, cafeterias, bars, or other public places where food or drink are served or purchased.
- (i) Operating a hotel or motel without providing guests the option of choosing not to have towels and linens laundered daily, or operating a hotel or motel without prominently displaying notice of this option in each guestroom using clear and easily understood language.
- (j) A *customer* may only irrigate *potted plants*, non-commercial vegetable gardens and fruit trees, residential and commercial landscapes, including golf courses, parks, school grounds and recreation fields, before 10:00 a.m. and after 6:00 p.m. A *customer* may irrigate at any time the following:
  - (1) as required by a landscape permit;
  - (2) for erosion control;
  - (3) for establishment, repair, or renovation of public use fields for schools and parks;

## Exhibit E

- (4) for landscape establishment following a *disaster*. Such irrigation is permitted for a period of up to two months, after which a hardship variance is required in accordance with Section 67.3810;
  - (5) for renovation or repair of an irrigation system with an operator present; or
  - (6) for nursery and commercial *growers* using a hand-held hose equipped with a positive shut-off nozzle, a hand held container, or when a drip or micro-irrigation system or equipment is used. Irrigation of nursery propagation beds is permitted at any time.
- (k) The irrigation with potable water of ornamental turf on public street medians.
  - (l) The irrigation with potable water of landscapes outside of newly constructed homes and buildings in a manner inconsistent with regulations or other requirements established by the California Building Standards Commission and the Department of Housing and Community Development.
  - (m) The application of potable water to outdoor landscapes during and within 48 hours after measurable rainfall.

*(Renumbered from Sec. 67.38.2 and amended 10-19-1998 by O-18596 N.S.)*

*(Former Section 67.3803 repealed and added "Water Waste Prohibitions" 12-15-08 by O-19812 N.S.; effective 1-14-2009.)*

*(Amended 12-7-2010 by O-20008 N.S.; effective 1-6-2011.)*

*(Amended 10-3-2011 by O-20093 N.S.; effective 11-2-2011.)*

*(Amended 6-29-2015 by O-20517 N.S.; effective 6-29-2015.)*

*(Amended 8-4-2016 by O-20699 N.S.; effective 9-3-2016.)*

### **§67.3804 Application**

- (a) This Division applies to any *customer* in the use of any water provided by the City of San Diego.
- (b) This Division is intended solely to further the conservation of water. It is not intended to implement or replace any provision of federal, state, or local statutes, ordinances, or regulations relating to protection of water quality or control of drainage or runoff.

## Exhibit E

- (b) Nothing in this Division is intended to affect or limit the ability of the City Manager to declare and respond to an unforeseeable *disaster* or water emergency such as an earthquake, *drought*, aqueduct break, or other major disruption in the water supply, pursuant to the City Charter or other provisions of this Code.
- (d) This Division does not apply to use of water from private wells or to reclaimed water, or the use of grey water systems.
- (e) This Division does not apply to use of water that is subject to a special supply program, such as the *Metropolitan* Interim Agricultural Water Program or the *Water Authority* Special Agricultural Rate Programs. Violations of the conditions of special supply programs are subject to the penalties established under the applicable program. A *customer* using both water subject to a special supply program and other water provided by the City of San Diego is subject to this Division in the use of water provided by the City of San Diego.
- (f) The use of potable water by any *customer* for *industrial use*, including the evaporative cooling of *industrial use* facilities, is exempt from the provisions of Municipal Code section 67.3806(c) if all of the following conditions are met to the satisfaction of the City Manager:
  - (1) The *customer* has satisfactorily implemented the Best Management Practices identified by the City Manager; and
  - (2) The *customer* is in compliance with the California Plumbing Code, title 24, part 5 of the California Code of Regulations, including using all applicable water-conserving fixtures and fittings on the premises to the fullest extent possible.
- (g) If a *customer's* premises is located in an area where City reclaimed water is available for *customer* use by direct connection to the City's reclaimed water infrastructure, the use of potable water by that *customer* for *industrial use*, including the evaporative cooling of *industrial use* facilities, is exempt from the provisions of Municipal Code section 67.3806(c), if all of the following conditions are met to the satisfaction of the City Manager:
  - (1) the *customer* uses reclaimed water on its premises to the fullest extent possible, including in landscape irrigation and evaporative cooling, if applicable; and
  - (2) The *customer* is in compliance with the California Plumbing Code, title 24, part 5 of the California Code of Regulations, including using all applicable water-conserving fixtures and fittings on the premises to the fullest extent possible.

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- (h) This Division does not apply to areas serviced by the Park and Recreation Department, including public rights-of-way, and street trees, or areas with significant public benefit requiring enhanced irrigation schedules, such as public parks. Irrigation of the areas serviced by the Park and Recreation Department shall be operated and maintained according to a schedule determined by the City Manager, consistent with section 67.3801.

*(Renumbered from Sec. 67.38.3, retitled to “Authority to Implement Water Conservation Stages” and amended 10-19-1998 by O-18596 N.S.)*

*(Former Section 67.3804 repealed and added “Application” 12-15-08 by O-19812 N.S.; effective 1-14-2009.)*

*(Amended 6-29-2015 by O-20517 N.S.; effective 6-29-2015.)*

*(Amended 11-20-2019 by O-21156 N.S.; effective 12-20-2019.)*

### **§67.3805 Drought Response Level 1 – Drought Watch Condition**

- (a) A Drought Response Level 1 condition is also referred to as a “Drought Watch” condition. The City Manager may recommend, and upon resolution of the City Council, declare a Drought Response Level 1 when there is a reasonable probability, due to *drought*, that there will be a supply shortage and that a consumer demand reduction of up to 10 percent is required in order to ensure that sufficient supplies will be available to meet anticipated demands. Upon such declaration, the City Manager shall take action to implement the voluntary Level 1 conservation practices identified in this Division.
- (b) During a Level 1 Drought Watch condition, City of San Diego will increase its public education and outreach efforts to increase public awareness of the need to implement the following *water conservation* practices.
  - (1) Limit all landscape irrigation to no more than three assigned *days* per week on a schedule established and posted by the City Manager. This provision does not apply to commercial *growers* or nurseries, nor to the irrigation of golf course greens and tees.
  - (2) Use a hand-held hose equipped with a positive shut-off nozzle or hand held container or a garden hose sprinkler system on a timer to water landscaped areas, including trees and shrubs located on residential and commercial properties that are not irrigated by a landscape irrigation system.

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- (3) The washing of automobiles, trucks, trailers, airplanes and other types of mobile equipment is permitted only before 10:00 a.m. or after 6:00 p.m. with a hand-held container or a hand-held hose equipped with a positive shut-off nozzle for quick rinses. Boats and boat engines are permitted to be washed down after use. Washing is permitted at any time on the immediate premises of a commercial car wash. The use of water by all types of commercial car washes which do not use partially recirculated water will be reduced in volume by an amount determined by resolution of the City Council. Mobile equipment washings are exempt from these regulations where the health, safety and welfare of the public are contingent upon frequent vehicle cleanings, such as garbage trucks and vehicles to transport food products, livestock and perishables.
- (4) Use recycled or non-potable water for construction purposes when available.
- (5) Use of water from fire hydrants will be limited to fire fighting, meter installation by the Water Department as part of its Fire Hydrant Meter Program, and related activities or other activities necessary to maintain the health, safety and welfare of the citizens of San Diego.
- (6) Construction operations receiving water from a fire hydrant meter or water truck will not use water beyond normal construction activities, consistent with Section 67.3803 and that required by regulatory agencies. Construction projects requiring watering for new landscaping materials shall adhere to the designated irrigation hours of only before 10:00 a.m. and after 6:00 p.m.

*(Renumbered from Sec. 67.38.4 and amended 10-19-1998 by O-18596 N.S.)  
(Former Section 67.3805 repealed and added "Drought Response Level 1 –  
Drought Watch Condition" 12-15-08 by O-19812 N.S.; effective 1-14-2009.)  
(Amended 10-28-2009 by O-19904 N.S.; effective 11-27-2009.)  
(Amended 12-7-2010 by O-20008 N.S.; effective 1-6-2011.)  
(Amended 10-3-2011 by O-20093 N.S.; effective 11-2-2011.)  
(Amended 6-29-2015 by O-20517 N.S.; effective 6-29-2015.)  
(Amended 8-4-2016 by O-20699 N.S.; effective 9-3-2016.)*

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## §67.3806 Drought Response Level 2 – Drought Alert Condition

- (a) A Drought Response Level 2 condition is also referred to as a “Drought Alert” condition. The City Manager may recommend and, upon resolution of the City Council, declare a Drought Response Level 2 when, due to *drought*, a consumer demand reduction of up to 20 percent is required in order to ensure that sufficient supplies will be available to meet anticipated demands. Upon declaration of Drought Response Level 2, the City Manager shall take action to implement the mandatory Level 2 conservation practices identified in this Division.
- (b) All City of San Diego water *customers* shall comply with all Level 1 Drought Watch *water conservation* practices during a Level 2 Drought Alert, and shall also comply with the following conservation measures:
  - (1) Limit all landscape irrigation using sprinklers to no more than five minutes per watering station during the two assigned *days* per week on a schedule established and posted by the City Manager. This provision does not apply to landscape irrigation systems using water efficient devices, including drip/micro-irrigation systems and stream rotor sprinklers.
  - (2) Landscaped areas, including trees and shrubs not irrigated by a landscape irrigation system governed by Section 67.3806(b)(1) shall be watered no more than two assigned *days* per week by using a hand held container, hand-held hose with positive shut-off nozzle, or low volume non-spray irrigation (soaker hose.)
  - (3) Stop operating *ornamental fountains* except to the extent needed for maintenance.
  - (4) *Potted plants*, non-commercial vegetable gardens and fruit trees may be irrigated on any *day*, but must be irrigated only before 10:00 a.m. or after 6:00 p.m.
  - (5) Irrigation is permitted any *day* at any time, as follows:
    - (A) as required by a landscape permit;
    - (B) for erosion control;
    - (C) for establishment, repair or renovation of public use fields for schools and parks; or

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- (D) for landscape establishment following a *disaster*. Such irrigation is permitted for a period of up to two months, which a hardship variance is required in accordance with Section 67.3810.
  
- (c) The City Manager may recommend and, upon resolution of the City Council, implement a water allocation per *customer* account served by the City of San Diego, and a schedule of surcharges or penalties for exceeding the water allocation. If the City Council adopts or modifies water allocations, the City Manager will post notice of the water allocation prior to the effective date(s). Following the effective date(s) of the water allocation as established by the City Council, any *customer* that uses water in excess of the allocation will be subject to a surcharge or penalty for each billing unit of water in excess of the allocation. The surcharge or penalty for excess water usage will be in addition to any other remedy or penalty that may be imposed for violation of this Division. The *water conservation* measures required under Level 1 Drought Watch and Level 2 Drought Alert conditions, may be suspended by resolution of the City Council during the period a water allocation is in effect.

*(Renumbered from Sec. 67.38.5 and amended 10-19-1998 by O-18596 N.S.)  
(Former Section 67.3806 repealed and added "Drought Response Level 2 – Drought Alert Condition" 12-15-08 by O-19812 N.S.; effective 1-14-2009.)  
(Amended 10-28-2009 by O-19904 N.S.; effective 11-27-2009.)  
(Amended 12-7-2010 by O-20008 N.S.; effective 1-6-2011.)  
(Amended 10-3-2011 by O-20093 N.S.; effective 11-2-2011.)  
(Amended 6-29-2015 by O-20517 N.S.; effective 6-29-2015.)*

### **§67.3807 Drought Response Level 3 – Drought Critical Condition**

- (a) A Drought Response Level 3 condition is also referred to as a "Drought Critical" condition. The City Manager may recommend and, upon resolution of the City Council, declare a Drought Response Level 3 when, due to *drought*, there will be a supply shortage and that a consumer demand reduction of up to 40 percent is required in order to ensure that sufficient supplies will be available to meet anticipated demands. Upon declaration of Drought Response Level 3, the City Manager shall take action to implement the mandatory Level 3 conservation practices identified in this Division.
  
- (b) All City of San Diego water *customers* shall comply with all Level 1 Drought Watch and Level 2 Drought Alert *water conservation* practices during a Level 3 Drought Critical condition and shall also comply with the following additional mandatory conservation measures:

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- (1) Limit all landscape irrigation to no more than five minutes per watering station during the two assigned *days* per week on a schedule established and posted by the City Manager. This provision will not apply to commercial *growers* or nurseries, nor to the irrigation of golf course greens. *Customers* with irrigation systems that use non-standard spray heads, such as impact rotors, rotating nozzles or micro-spray heads shall limit irrigation to no more than 18 minutes per *day* total on assigned watering *days*.
  - (2) Stop filling or re-filling ornamental lakes or ponds, except to the extent needed to sustain plants or animals that have been actively managed within the water feature prior to declaration of a *drought* response level under this Division.
  - (3) Stop washing vehicles except at commercial carwashes that recirculate water, or by high pressure/low volume wash systems.
  - (4) Stop operating *cascading fountains* and *recreational fountains* except to the extent needed for maintenance.
- (c) Upon the declaration of a Drought Response Level 3 condition requiring a 30 percent or greater demand reduction, new potable water services, temporary or permanent water meters, and statements of immediate ability to serve or provide potable water service (such as, will serve letters, certificates, or letters of availability) will be allowed only under the circumstances listed below. This provision does not preclude the resetting or turn-on of meters to provide continuation of water service or to restore service that has been interrupted.
- (1) A valid building permit has been issued for the project; or
  - (2) The project is necessary to protect the public's health, safety, and welfare; or
  - (3) The number of new fire hydrant meters will not exceed the existing number of currently authorized fire hydrant meters. A new fire hydrant meter will be issued only when an old meter is returned; or

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- (4) The applicant provides substantial evidence satisfactory to the City Manager of an enforceable commitment that the new water demands for the project will be offset prior to the provision of new water meter(s). Such offset shall be in the form of additional *water conservation* measures, the provision of recycled water use in place of existing potable water demands, or other such offsets developed and approved by the City Manager. These offsets shall be reflected in a reduced capacity fee from the project's initially calculated demand (for example, an offset of 75 equivalent dwelling units ("edu") is provided so that the project's 200 edu demand is reduced to 125 edus and fees are paid on 125 edus but the service and meter will be sized at 200 edus).

Development projects with approved tentative maps and related entitlements shall have their maps and related entitlement's expiration dates tolled for the period of time that the Drought Response Level 3 condition is in place but not to exceed 5 years, unless the development project applicant chooses to proceed with development under subsections (c)(1) through (c)(4) above.

- (d) Upon the declaration of a Drought Response Level 3 condition, the City Manager will suspend consideration of annexations to its service area.
- (e) The City Manager may recommend and, upon resolution of the City Council, implement a water allocation per *customer* served by the City of San Diego, and a schedule of surcharges or penalties for exceeding the water allocation. If the City Council adopts or modifies a water allocation, the City Manager will post notice of the allocation prior to the effective date(s). Following the effective date(s) of the water allocation as established by the City Council, any *customer* that uses water in excess of the allocation will be subject to a surcharge or penalty for each billing unit of water in excess of the allocation. The surcharge or penalty for excess water usage will be in addition to any other remedy or penalty that may be imposed for violation of this Division. The *water conservation* measures required under Level 1 Drought Watch, Level 2 Drought Alert, and Level 3 Drought Critical conditions may be suspended by resolution of the City Council during the period a water allocation is in effect.

*(Renumbered from Sec. 67.38.6 and amended 10-19-1998 by O-18596 N.S.)  
(Former Section 67.3807 repealed and added "Drought Response Level 3 – Drought Critical Condition" 12-15-08 by O-19812 N.S; effective 1-14-2009.)  
(Amended 10-3-2011 by O-20093 N.S.; effective 11-2-2011.)  
(Amended 6-29-2015 by O-20517 N.S.; effective 6-29-2015.)*

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## §67.3808 Drought Response Level 4 – Drought Emergency

- (a) A Drought Response Level 4 condition is also referred to as a “Drought Emergency” condition. The City Manager may recommend and, upon resolution of the City Council, declare a water shortage emergency pursuant to California Water Code section 350 and declare a Drought Response Level 4 when there is a reasonable probability that there will be a supply shortage and that a consumer demand reduction of more than 40 percent is required in order to ensure that sufficient supplies will be available to meet anticipated demands. Upon declaration of a Drought Response Level 4, the City Manager shall take action to implement the mandatory Level 4 conservation practices identified in this Division and on the grounds provided in California Water Code section 350.
- (b) All City of San Diego water *customers* shall comply with all *water conservation* measures required during Level 1 Drought Watch, Level 2 Drought Alert, and Level 3 Drought Critical conditions and shall also comply with the following additional mandatory conservation measures:
  - (1) Stop all landscape irrigation, except crops and landscape products of commercial *growers* and nurseries. This restriction does not apply to:
    - (A) Maintenance of trees and shrubs that are watered no more than two assigned days per week on a schedule established and posted by the City Manager, and by using a hand held container, hand-held hose with an automatic shut-off nozzle, or low-volume non-spray irrigation;
    - (B) Maintenance of existing landscaping necessary for fire protection;
    - (C) Maintenance of existing landscaping for erosion control;
    - (D) Maintenance of plant materials identified to be rare, protected by City Council Policy or essential to the well being of rare animals;
    - (E) Maintenance of landscaping within active public parks and playing fields, day care centers, school grounds, cemeteries, and golf course greens, provided that such irrigation does not exceed two days per week according to the schedule established under Section 67.3807(b)(1);

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- (F) Watering of livestock; and
  - (G) Public works projects and actively irrigated environmental mitigation projects.
- (2) Stop filling or refilling residential pools and spas.
  - (3) No new commitments or agreements will be entered into to provide water to *customers* or agencies located outside of the City of San Diego.

*(Renumbered from Sec. 67.38.7 and amended 10-19-1998 by O-18596 N.S.)  
(Former Section 67.3808 repealed and added "Drought Response Level 4 –  
Drought Emergency" 12-15-08 by O-19812 N.S; effective 1-14-2009.)  
(Amended 10-3-2011 by O-20093 N.S.; effective 11-2-2011.)*

### **§67.3809 Procedures for Determination and Notification of Drought Response Level**

- (a) The existence of a Drought Response Level 1 condition may be declared upon recommendation by the City Manager and resolution of the City Council, upon a written determination of the existence of the facts and circumstances supporting the determination. A copy of the written determination will be filed with the City Clerk. The City Manager will publish a notice of the determination of existence of Drought Response Level 1 condition in the City's official newspaper. The City of San Diego may also post notice of the condition on its website.

The Water Department will monitor the projected supply and demand for water during periods of emergency or *drought* and will recommend to the City Manager the extent of the conservation required. The City Manager will recommend to the City Council the implementation or termination of the appropriate level of *water conservation* in accordance with this Division.

- (b) The existence of Drought Response Level 2 or Level 3 conditions may be declared upon recommendation by the City Manager and resolution of the City Council. The mandatory conservation measures applicable to Drought Response Level 2 or Level 3 conditions will take effect on the tenth day after the date the response level is declared. Within five days following the declaration of the response level, the City Manager will publish a notice giving the extent, terms and conditions respecting the use and consumption of water a minimum of one time for three consecutive days in the City's official newspaper. If the City Council adopts a water allocation, the City Manager will publish notice of this adoption in the City's official newspaper. Water allocation will be effective on the fifth day following the date of publication or at such later date as specified in the notice.

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- (c) The existence of a Drought Response Level 4 condition may be declared upon recommendation by the City Manager and resolution of the City Council and in accordance with the procedures specified in California Water Code Sections 351 and 352. The mandatory conservation measures applicable to Drought Response Level 4 conditions will take effect on the tenth day after the date the response level is declared. Within five days following the declaration of the response level, the City Manager will publish a notice giving the extent, terms and conditions respecting the use and consumption of water in the City's official newspaper. If the City Council adopts a water allocation, the City Manager will publish notice of the allocation in the City's official newspaper. Water allocation will be effective on the fifth day following the date of publication or at such later date as specified in the notice.
- (d) The City of San Diego may declare an end to Drought Response Levels 1, 2, 3 and 4 upon recommendation of the City Manager and resolution by the City Council at any regular or special meeting of the City Council.

*(Renumbered from Sec. 67.38.8 and amended 10-19-1998 by O-18596 N.S.)  
(Former Section 67.3809 repealed and added "Procedures for Determination and Notification of Drought Response Level" 12-15-08 by O-19812 N.S; effective 1-14-2009.)*

### **§67.3810 Hardship Variance**

- (a) If, due to unique circumstances, a specific requirement of this Division would result in undue hardship to a *customer* using City of San Diego water or to property upon which City of San Diego water is used, that is disproportionate to the impacts to City of San Diego water users generally or to similar property or classes of water uses, then the *customer* may apply for a variance to the requirements as provided in this Section.
- (b) The variance may be granted or conditionally granted, only upon a written finding of the existence of facts demonstrating an undue hardship to a *customer* using City of San Diego water or to property upon which City of San Diego water is used, that is disproportionate to the impacts to City of San Diego water users generally or to similar property or classes of water user due to specific and unique circumstances of the user or the user's property.

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(1) Application.

Application for a variance will be in written form prescribed by the City Manager and will be accompanied by a non-refundable processing fee in an amount set by resolution of the City Council.

(2) Supporting Documentation.

The written application will be accompanied by photographs, maps, drawings, or other pertinent information as applicable, including a written statement of the applicant.

(3) Approval Authority.

The City Manager will exercise approval authority and act upon any completed application after submittal and may approve, conditionally approve, or deny the variance. The applicant requesting the variance will be promptly notified in writing of any action taken. The decision of the City Manager is final. Unless specified otherwise at the time a variance is approved, the variance applies to the subject property during the term of the mandatory *drought* response.

(4) Required Findings for Variance.

(A) Except as set forth in Section 67.3810(B), an application for a variance will be denied unless the approving authority finds, based on the information provided in the application, supporting documents, or such additional information as may be requested, and on water use information for the property as shown by the records of the City of San Diego, all of the following:

- (i) that the variance does not constitute a grant of special privilege inconsistent with the limitations upon other City of San Diego *customers*; and
- (ii) that because of special circumstances applicable to the property or its use, the strict application of this Division would have a disproportionate impact on the property or use that exceeds the impacts to *customers* generally; and

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- (iii) that the authorizing of such variance will not be of substantial detriment to adjacent properties, and will not materially affect the ability of the City of San Diego to effectuate the purpose of this Division and will not be detrimental to the public interest; and
  - (iv) that the condition or situation of the subject property or the intended use of the property for which the variance is sought is not common, recurrent or general in nature.
- (B) An application for a variance will be denied unless the approving authority finds, based on the information provided in the application, supporting documents, or such additional information as may be requested, and on water use information for the property as shown by the records of the City of San Diego, either of the following:
- (i) that the property has been adversely impacted by a *disaster*; or
  - (ii) that proposed alternative water use restrictions for the property would result in greater water savings than the existing water use restrictions.
- (5) No relief will be granted to any *customer* for any reason in the absence of a showing by the *customer* that the *customer* has achieved the maximum practical reduction in water consumption in the *customer's* residential, commercial, industrial, institutional, agricultural or governmental water consumption.

*(Renumbered from Sec. 67.38.9 on 10-19-1998 by O-18596 N.S.)*

*(Former Section 67.3810 repealed and added "Hardship Variance" 12-15-08 by O-19812 N.S; effective 1-14-2009.)*

*(Amended 10-28-2009 by O-19904 N.S; effective 11-27-2009.)*

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## §67.3811 **Violations and Penalties**

It is unlawful for any *customer* to violate the mandatory provisions of this Division. Violations are subject to criminal, civil, and administrative penalties and remedies as provided in Chapter 1 of this Code. In addition, service of water may be discontinued or appropriately limited through the installation of flow-restricting devices to any *customer* who willfully uses water in violation of this Division.

*(Renumbered from Sec. 67.39 and retitled to "Publication of Terms of Water Use" on 10-19-1998 by O-18596 N.S.)*

*(Former Section 67.3811 repealed and added "Violations and Penalties" 12-15-08 by O-19812 N.S; effective 1-14-2009.)*

# EXHIBIT F

## Article 3: Environmental Health Quality Controls

(Retitled from “Water Quality Controls” on 3-8-1994 by O-18047 N.S.)

### Division 3: Stormwater Management and Discharge Control

(“Stormwater Management and Discharge Control”  
added 9–27–1993 by O–17988 N.S.)

#### §43.0301 Purpose and Intent

The purposes of this Division are to restore and maintain the water quality of *receiving waters* and further ensure the health, safety and general welfare of the citizens of the City of San Diego by effectively prohibiting *non-storm water discharges*, including spills, dumping, and disposal of materials other than *storm water* to the *MS4*, and by reducing *pollutants* in discharges from the *MS4* to *receiving waters* to the *maximum extent practicable*, in a manner pursuant to and consistent with the Federal Water Pollution Control Act (Clean Water Act, 33 U.S.C. section 1251 et seq.) and the *MS4 permit*.

(Amended 9-10-2001 by O–18975 N.S.)

(Amended 7-16-2015 by O-20516 N.S.; effective 8-15-2015.)

#### §43.0302 Definitions

For purposes of this Division, defined terms appear in italics. The following definitions apply in this Division:

*Best management practices (BMPs)* means schedules of activities, prohibitions of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices to prevent or reduce to the *maximum extent practicable* the discharge of *pollutants* directly or indirectly to *receiving waters*. *BMPs* also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, and drainage from raw materials storage.

*Employee training program* means a documented curriculum that an employer may be required to implement pursuant to a *storm water pollution prevention plan* for the purpose of educating its employees on methods of reducing the discharge of *pollutants* to the *MS4*.

*Enforcement agency* means the City of San Diego or its authorized agents charged with ensuring compliance with this Division.

*Enforcement official* means the City Manager or his designee or any agent of the City authorized to enforce compliance with this Division.

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*General storm water NPDES permit* means any *NPDES permit* issued by the State Water Resources Control Board in accordance with 40 Code of Federal Regulations section 122.28.

*Groundwater* means subsurface water that occurs beneath the water table in soils and geological formations that are fully saturated.

*Illicit connection* means any man-made physical connection to the *MS4* that conveys an *illicit discharge*.

*Illicit discharge* means any discharge to the *MS4* that is not composed entirely of *storm water*, except discharges allowed under an *NPDES permit* and discharges conditionally allowed under the *MS4 permit*, as set forth in San Diego Municipal Code section 43.0305. *Illicit discharge* includes irrigation runoff discharged to the *MS4*.

*Jurisdictional runoff management program* means a written description of the specific runoff management measures and programs, including *BMPs*, that the City will implement to comply with the *MS4 permit* and ensure that storm water pollutant discharges in runoff are reduced to the *maximum extent practicable* and do not cause or contribute to a violation of water quality standards. Amendments to the *jurisdictional runoff management program* shall be approved by the City Manager. A copy of the currently applicable *jurisdictional runoff management program* is kept on file with the City Clerk.

*Maximum extent practicable* means the technology-based standard established by Congress in Clean Water Act section 402(p)(3)(B)(iii) for *storm water* that operators of *MS4s* must meet. *Maximum extent practicable* generally emphasizes pollution prevention and source control *BMPs* primarily in combination with treatment methods serving as a backup.

*Municipal separate storm sewer system (MS4)* means a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains): (i) owned or operated by the City; (ii) designated or used for collecting or conveying *storm water*; (iii) which is not a combined sewer; and (iv) which is not part of the Publicly Owned Treatment Works as defined at 40 Code of Federal Regulations section 122.26.

*Municipal separate storm sewer system permit (MS4 permit)* means *Regional Water Quality Control Board* Order No. R9-2013-0001, NPDES No. CAS0109266, as may be amended or replaced by a subsequent order.

*National Pollutant Discharge Elimination System Permit (NPDES permit)* means a permit issued by the *Regional Water Quality Control Board* or the State Water Resources Control Board pursuant to Division 7 of the California Water Code to control discharges from point sources to *receiving waters*.

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*Non-storm water discharge* means any discharge to or from the *MS4* that is not entirely composed of *storm water*, including *illicit discharges* and discharges allowed under an *NPDES permit*.

*Notice of violation* has the same meaning as in San Diego Municipal Code section 11.0210.

*Pollutant* means any agent introduced to the *MS4* that may cause or contribute to the degradation of water quality such that public health, the environment, or beneficial uses of *receiving waters* may be affected. *Pollutants* include solid waste, sewage, garbage, medical waste, wrecked or discarded equipment, radioactive materials, dredged spoil, rock, sand, industrial waste, any organic or inorganic contaminant, fecal coliform, fecal streptococcus, enterococcus, volatile organic surfactants, oil and grease, petroleum hydrocarbons, total organic lead, copper, chromium, cadmium, silver, nickel, zinc, cyanides, phenols, and biocides.

*Premises* means any building, lot parcel, land or portion of land whether improved or unimproved.

*Public nuisance* has the same meaning as in San Diego Municipal Code section 11.0210.

*Receiving waters* means waters of the United States, as defined under the Clean Water Act. *Receiving waters* include surface bodies of water that serve as discharge points for the *MS4*, such as creeks, rivers, reservoirs, lakes, lagoons, estuaries, harbors, bays and the Pacific Ocean.

*Regional Water Quality Control Board* means the California Regional Water Quality Control Board, San Diego Region.

*Responsible person* has the same meaning as in San Diego Municipal Code section 11.0210.

*Storm water* means storm water runoff, snow melt runoff, and surface runoff and drainage resulting from precipitation events.

*Storm water pollution prevention plan* means a document that describes the *BMPs* to be implemented by the owner or operator to eliminate or reduce to the *maximum extent practicable* discharges of *pollutants* to the *MS4*.

(Amended 9-10-2001 by O-18975 N.S.)

(Amended 7-16-2015 by O-20516 N.S.; effective 8-15-2015.)

## EXHIBIT F

### §43.0303 Construction and Application

This Division shall be interpreted to assure consistency with the requirements of applicable federal and state laws, regulations, orders and permits, and with the purposes and intent of this Division.

*(“Construction and Application” added 9-27-1993 by O-17988 N.S.)*

### §43.0304 *Illicit Discharges*

- (a) Except as provided in San Diego Municipal Code section 43.0305, it is unlawful for any person to cause a *non-storm water discharge* to the *MS4*.
- (b) It is unlawful for any person to cause either individually or jointly any discharge into or from the *MS4* that results in or contributes to a violation of the *MS4 permit*.

*(Retitled from “Discharge of Non-Stormwater Prohibited” and amended 9-10-2001 by O-18975 N.S.)*

*(Retitled to “Illicit Discharges” and amended 7-16-2015 by O-20516 N.S.; effective 8-15-2015.)*

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### §43.0305 Conditionally Allowed *Non-Storm Water Discharges*

The following *non-storm water discharges* are allowed on the condition that they are addressed as follows:

- (a) Any discharge to the *MS4* that is regulated under an *NPDES permit* issued to the discharger and administered by the State of California pursuant to Division 7 of the California Water Code is allowed, provided the discharger is in compliance with all requirements of the *NPDES permit* and other applicable laws and regulations.
- (b) *Non-storm water discharges* to the *MS4* from the categories listed in San Diego Municipal Code section 43.0305(b)(1)-(4) are allowed if: (i) the discharger obtains coverage under *NPDES permit* No. CAG919001 (*Regional Water Quality Control Board* Order No. R9-2007-0034, or subsequent order) for discharges to San Diego Bay, or under *NPDES permit* No. CAG919002 (*Regional Water Quality Control Board* Order No. R9-2008-0002, or subsequent order) for discharges to surface waters other than San Diego Bay, and the discharger is in compliance with all requirements of the applicable *NPDES permit* and all other applicable laws and regulations; or (ii) the *Regional Water Quality Control Board* determines in writing that coverage under *NPDES permit* No. CAG919001 or CAG919002 (or subsequent permits) is not required. Otherwise, *non-storm water discharges* from the following categories are *illicit discharges*:
  - (1) discharges from uncontaminated pumped *groundwater*;
  - (2) discharges from foundation drains when the system is designed to be located at or below the *groundwater* table to actively or passively extract *groundwater* during any part of the year;
  - (3) discharges from crawl space pumps;
  - (4) discharges from footing drains when the system is designed to be located at or below the *groundwater* table to actively or passively extract *groundwater* during any part of the year.

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- (c) *Non-storm water discharges* to the *MS4* from water line flushing and water main breaks, including discharges from water purveyors issued a water supply permit by the State of California or federal military installations, are allowed if the discharges have coverage under *NPDES permit* No. CAG679001 (*Regional Water Quality Control Board Order* No. R9-2010-0003, or subsequent order), and the discharger is in compliance with all requirements of that *NPDES permit* and other applicable laws and regulations. Discharges from recycled or reclaimed water lines to the *MS4* are allowed if the discharges have coverage under an *NPDES permit*, and the discharger is in compliance with the applicable *NPDES permit* and other applicable laws and regulations. Otherwise, discharges from water lines are *illicit discharges*.
- (d) *Non-storm water discharges* to the *MS4* from the following categories are allowed:
- (1) discharges from diverted stream flows;
  - (2) discharges from rising *groundwater*;
  - (3) discharges from uncontaminated *groundwater* infiltration to the *MS4*;
  - (4) discharges from springs;
  - (5) discharges from riparian habitats and wetlands;
  - (6) discharges from potable water sources, except discharges from water lines without coverage under an *NPDES permit* as set forth in San Diego Municipal Code section 43.0305(c);
  - (7) discharges from foundation drains when the system is designed to be located above the *groundwater* table at all times of the year, and the system is only expected to produce *non-storm water discharges* under unusual circumstances; and
  - (8) discharges from footing drains when the system is designed to be located above the *groundwater* table at all times of the year, and the system is only expected to produce *non-storm water discharges* under unusual circumstances.
- (e) *Non-storm water discharges* from the following categories are allowed if they are addressed with *BMPs* as set forth in the *jurisdictional runoff management program*. Otherwise, *non-storm water discharges* from the following categories are *illicit discharges*:

## EXHIBIT F

- (1) Air conditioning condensation,
  - (2) Individual residential vehicle washing, and
  - (3) Water from swimming pools.
- (f) *Non-storm water discharges* to the *MS4* from firefighting activities are allowed if they are addressed as follows:
- (1) Non-emergency firefighting discharges. Non-emergency firefighting discharges, including building fire suppression system maintenance discharges (e.g. sprinkler line flushing), controlled or practice blazes, training, and maintenance activities shall be addressed by *BMPs* as set forth in the *jurisdictional runoff management program* to prevent the discharge of *pollutants* to the *MS4*.
  - (2) Emergency firefighting discharges. During emergencies, priority of efforts should be directed toward life, property, and the environment (in descending order). Emergency firefighting discharges shall be addressed by *BMPs* that do not interfere with emergency response operations or impact public health and safety.
- (g) Notwithstanding the categories of *non-storm water discharges* conditionally allowed by San Diego Municipal Code section 43.0305(a) through (f), if the *Regional Water Quality Control Board* or the *enforcement official* determines that any of these otherwise conditionally allowed *non-storm water discharges* are a source of *pollutants* to *receiving waters*, are a danger to public health or safety, or are causing a *public nuisance*, such discharges shall be prohibited from entering the *MS4*.

(Amended 9-10-2001 by O-18975 N.S.)

(Amended 2-19-2008 by O-19716 N.S.; effective 3-24-2008.)

(Retitled to “Conditionally Allowed Non-Storm Water Discharges” and amended 7-16-2015 by O-20516 N.S.; effective 8-15-2015.)

## EXHIBIT F

### §43.0306 *Illicit Connections Prohibited*

It is unlawful for any person to establish, use, or maintain any *illicit connection* to the *MS4*.

*(“Discharge in Violation of Permit Prohibited” repealed; “Illegal Connections Prohibited” renumbered from Sec. 43.0307 and amended 9–10–2001 by O–18975 N.S.)*

*(Retitled to “Illicit Connections Prohibited” and amended 7-16-2015 by O-20516 N.S.; effective 8-15-2015.)*

### §43.0307 *Reduction of Pollutants in Storm Water*

Any person engaged in activities which may result in discharges to the *MS4* shall, to the *maximum extent practicable*, undertake all measures to reduce the risk of *non-storm water discharges* and *pollutant discharges*. The following requirements shall apply:

(a) *BMP Implementation.*

Every person undertaking any activity or use of a *premises* that may cause or contribute to *storm water* pollution or contamination, *illicit discharges*, or *non-storm water discharges* to the *MS4* shall comply with *BMP* guidelines or pollution control requirements, as may be established by the *enforcement official*. *BMPs* shall be maintained routinely throughout the life of the activity. Such *BMPs* include the *BMPs* set forth in the *jurisdictional runoff management program*.

(b) *Storm Water Pollution Prevention Plan.*

The *enforcement official* may require any business or operation that is engaged in activities which may result in *pollutant discharges* to the *MS4* to develop and implement a *storm water pollution prevention plan*, which must include an *employee training program* and the applicable *BMPs* from the *jurisdictional runoff management program*.

(c) *Coordination with Hazardous Materials Release Response Plans and Inventory.*

Any activity subject to the Hazardous Materials Release Response Plan, Chapter 6.95 of the California Health and Safety Code, shall include in that Plan provisions for compliance with this Division, including the prohibitions on *non-storm water discharges* and *illicit discharges*, and the requirement to reduce release of *pollutants* to the *MS4* to the *maximum extent practicable*.

## EXHIBIT F

(d) Compliance with *General Storm Water NPDES Permits*.

Each discharger that is subject to any *general storm water NPDES permit* shall comply with all requirements of such permit. For those activities that discharge to the *MS4* under a *general storm water NPDES permit*, the discharger shall submit monitoring data and analytical evaluation/assessment to the City at the same time reports are submitted to the *Regional Water Quality Control Board*.

*(“Illegal Connections Prohibited” renumbered to Sec. 43.0306; “Reduction of Pollutants in Stormwater” renumbered from Sec. 43.0308, retitled and amended 9-10-2001 by O-18975 N.S.)*

*(Retitled to “Reduction of Pollutants in Storm Water” and amended 7-16-2015 by O-20516 N.S.; effective 8-15-2015.)*

### **§43.0308 Containment and Notification of Spills**

Any person owning or occupying a *premises* who has knowledge of any significant release of *pollutants* or *non-storm water discharges* from those *premises* that may enter the *MS4* shall immediately take all reasonable action to contain the release and minimize any *non-storm water discharge*. The person shall notify the *enforcement agency* within 24 hours of the *non-storm water discharge*.

*(“Reduction of Pollutants in Stormwater” renumbered to Sec. 43.0307; “Containment and Notification of Spills” renumbered from Sec. 43.0309 and amended 9-10-2001 by O-18975 N.S.)*

*(Amended 7-16-2015 by O-20516 N.S.; effective 8-15-2015.)*

## EXHIBIT F

### §43.0309 **MS4 Protection**

Any person owning or occupying a *premises* through which the *MS4* passes shall:

- (a) Keep and maintain that part of the *premises* reasonably free of trash, debris and other obstacles which would pollute, contaminate, or retard the flow of water through the *MS4*; and
- (b) Maintain existing structures within or adjacent to the *MS4* so that those structures will not become a hazard to the use, function, or physical integrity of the *MS4*.

*(“Containment and Notification of Spills” renumbered to Sec. 43.0308; “Stormwater Conveyance System Protection” renumbered from Sec. 43.0310, retitled and amended 9–10–2001 by O–18975 N.S.)*

*(Retitled to “MS4 Protection” and amended 7-16-2015 by O-20516 N.S.; effective 8-15-2015.)*

### §43.0310 **Enforcement Authority**

- (a) The *enforcement agency* and *enforcement official* may exercise any enforcement powers as provided in San Diego Municipal Code Chapter 1, Article 3, as may be necessary to effectively implement and enforce this Division.
- (b) In addition to the general enforcement powers provided in San Diego Municipal Code Chapter 1, the *enforcement agency* and *enforcement official* may exercise any of the following supplemental enforcement powers as may be necessary to effectively implement and enforce this Division:
  - (1) **Sampling Authority.** During any inspection, the *enforcement official* may take samples deemed necessary in order to implement and enforce the provisions of this Division. This may include the installation of sampling and metering devices on private property, or requiring the *responsible person* to supply samples.
  - (2) **Notice of Violation.** The *enforcement official* may issue a *notice of violation* to any *responsible person* to cease and desist all activities that may cause or contribute to a discharge in violation of this Division. This order may require the *responsible person* to: (i) comply with the applicable provisions and policies that govern this Division; (ii) comply within the designated time frame for compliance; (iii) take appropriate remedial or preventative action to keep the violation from recurring.

## EXHIBIT F

- (3) **Monitoring and Mitigation.** The *enforcement official* may require reasonable monitoring of discharges from any *premises* to the *MS4* and shall have authority to order the mitigation of circumstances that may result in *illicit discharges*.
- (4) **Storm water pollution prevention plan.** The *enforcement official* shall have the authority to establish elements of a *storm water pollution prevention plan*, and to require any business or operation to adopt and implement such a plan pursuant to San Diego Municipal Code section 43.0307(b).
- (5) **Employee training program.** The *enforcement official* shall have the authority to establish the elements of an *employee training program* that is part of a *storm water pollution prevention plan*.
- (6) **Best management practices.** The *enforcement official* may establish the *BMPs* required to be implemented for any *premises* pursuant to San Diego Municipal Code section 43.0307(a).

(“*Stormwater Conveyance System Protection*” renumbered to Sec. 43.0309;  
“*Enforcement Authority*” renumbered from Sec. 43.0311 and amended 9–10–2001 by  
O–18975 N.S.)  
(Amended 7-16-2015 by O-20516 N.S.; effective 8-15-2015.)

## EXHIBIT F

### §43.0311 Enforcement Remedies

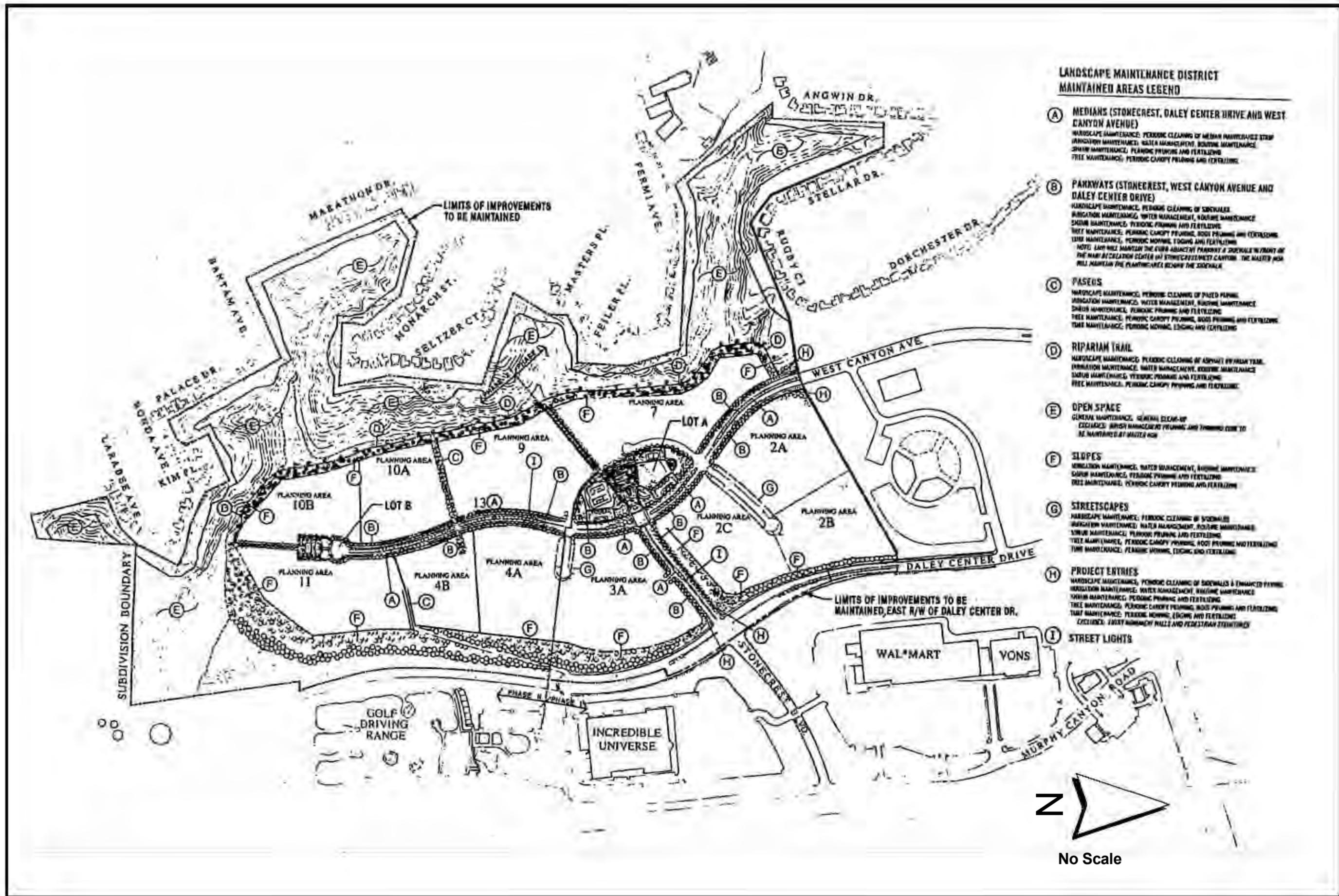
- (a) It is unlawful for any person, business, or association to violate the provisions and requirements of San Diego Municipal Code sections 43.0301 through 43.0309. Violations of these provisions may be prosecuted as misdemeanors subject to the penalties provided in San Diego Municipal Code section 12.0201. The *enforcement official* may seek injunctive relief or civil penalties in the Superior Court pursuant to San Diego Municipal Code section 12.0202, or pursue any administrative remedy provided in San Diego Municipal Code Chapter 1, Article 2, Divisions 3 through 10.
- (b) Administrative civil penalties assessed pursuant to San Diego Municipal Code Chapter 1, Article 2, Division 8 for violations of any of the provisions and requirements of San Diego Municipal Code sections 43.0301 through 43.0309 shall be assessed at a maximum rate of \$10,000 per day per violation. The maximum amount of civil penalties shall not exceed \$100,000 per parcel or structure for any related series of violations.
- (c) As part of any civil action filed pursuant to San Diego Municipal Code section 12.0202 to enforce any provisions of San Diego Municipal Code sections 43.0301 through 43.0309, a court may assess a maximum civil penalty of \$10,000 per day per violation.

*(“Enforcement Authority” renumbered to Sec. 43.0310; “Enforcement Remedies” renumbered from Sec. 43.0312 and amended 9-10-2001 by O-18975 N.S.)  
(Amended 7-16-2015 by O-20516 N.S.; effective 8-15-2015.)*

### §43.0312 Remedies Not Exclusive

Remedies under this Article are in addition to and do not supersede or limit any and all other remedies, civil or criminal. The remedies provided for herein shall be cumulative and not exclusive.

*(“Enforcement Remedies” renumbered to Sec. 43.0311; “Remedies Not Exclusive” renumbered from Sec. 43.0313 and amended 9-10-2001 by O-18975 N.S.)*



# EXHIBIT H

## PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

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### FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

\_\_\_\_\_, a corporation, as principal, and \_\_\_\_\_, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of \_\_\_\_\_ for the faithful performance of the annexed contract, \_\_\_\_\_ and in the sum of \_\_\_\_\_ for the benefit of laborers and materialmen designated below, effective for one (1) year, commencing on \_\_\_\_\_ through \_\_\_\_\_. Bond shall be renewed on an annual basis for the life of the contract unless otherwise instructed.

#### **Conditions:**

If the Principal shall faithfully perform the annexed contract with the City of San Diego, California, then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

If the Principal shall promptly pay all persons, firms and corporations furnishing materials for or performing labor in the execution of this contract, and shall pay all amounts due under the California Unemployment Insurance Act then the obligation herein with respect to laborers and materialmen shall be void; otherwise it shall remain in full force.

The obligation herein with respect to laborers and materialmen shall inure to the benefit of all persons, firms and corporations entitled to file claims under the provisions of Article 2. Claimants, (iii) public works of improvement commencing with Civil Code Section 9100 of the Civil Code of the State of California.

Changes in the terms of the annexed contract or specifications accompanying same or referred to therein shall not affect the Surety's obligation on this bond, and the Surety hereby waives notice of same.

The Surety shall pay reasonable attorney's fees should suit be brought to enforce the provisions of this bond.

The Surety expressly agrees that the City of San Diego may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

The Surety shall not utilize the Principal in completing the improvements and work specified in the Agreement in the event the City terminates the Principal for default.

# EXHIBIT H

## PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND (continued)

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### THE CITY OF SAN DIEGO

### APPROVED AS TO FORM

Mara W. Elliott, City Attorney

By \_\_\_\_\_

By \_\_\_\_\_

Print Name: \_\_\_\_\_  
Mayor or designee

Print Name: \_\_\_\_\_  
Deputy City Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

### CONTRACTOR

### SURETY

By: \_\_\_\_\_

By: \_\_\_\_\_  
Attorney-In-Fact

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Local Address of Surety

\_\_\_\_\_  
Local Phone Number of Surety

\_\_\_\_\_  
Premium

\_\_\_\_\_  
Bond Number

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

**COMPANY INFORMATION**

Company Name: \_\_\_\_\_  
 Company Address: \_\_\_\_\_  
 Company Contact Name: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

**CONTRACT INFORMATION**

Contract Number (if no number, state location): \_\_\_\_\_ Start Date: \_\_\_\_\_  
 Contract Title (or description): \_\_\_\_\_ End Date: \_\_\_\_\_  
 Purpose/Service Provided: \_\_\_\_\_

**TERMS OF COMPLIANCE**

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

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

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

**CONTRACTOR CERTIFICATION**

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

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

\_\_\_\_\_  
 Name of Signatory

\_\_\_\_\_  
 Title of Signatory

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

**FOR OFFICIAL CITY USE ONLY**

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

# CONFLICT OF INTEREST CERTIFICATION

FORM CIQ

Any vendor, proposer, bidder, consultant, or contractor (Contractor) who supplies goods or provides services to the City of San Diego must sign and date this certification and comply with the requirements described herein.

Contractor is required to comply with all applicable local, state, and federal conflict of interest laws and regulations relating to public contracts including, but not limited to, California Government Code sections 1090 through 1099, California Government Code sections 81000, et. seq., and the City of San Diego Ethics Ordinance, codified in the San Diego Municipal Code sections 27.3501 through 27.3595. Compliance with these laws and regulations may require Contractor to timely file a statement of economic interests with the Filing Officer of the City of San Diego disclosing relevant financial interests.

Contractor shall establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or appears to be, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

A violation of any conflict of interest law is grounds for immediate termination of a contract with the City of San Diego.

OFFICE USE ONLY

Date Received

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed/Typed Name

\_\_\_\_\_  
Date

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

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

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

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

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

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

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**B. BIDDER/PROPOSER INFORMATION:**

Legal Name		DBA	
Street Address	City	State	Zip
Contact Person, Title	Phone	Fax	

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

\* The precise nature of the interest includes:

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

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

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

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

Interest in the transaction

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

Interest in the transaction

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

Interest in the transaction

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

Interest in the transaction

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

Interest in the transaction

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

Interest in the transaction

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

**C. OWNERSHIP AND NAME CHANGES:**

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

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

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

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

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

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

**D. BUSINESS ORGANIZATION/STRUCTURE:**

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

**Corporation** Date incorporated: \_\_\_\_\_ State of incorporation: \_\_\_\_\_

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

Type of corporation:    C                      Subchapter S

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

If **Yes**, after what date: \_\_\_\_\_

Is your firm a publicly traded corporation? **Yes** **No**

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

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

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

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

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

Please list the following: **Authorized** **Issued** **Outstanding**

- a. Number of voting shares: \_\_\_\_\_
- b. Number of nonvoting shares: \_\_\_\_\_
- c. Number of shareholders: \_\_\_\_\_
- d. Value per share of common stock:
 

Par	\$	_____
Book	\$	_____
Market	\$	_____

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

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

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

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

List names of all firm partners:

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

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

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

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

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

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

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

**E. FINANCIAL RESOURCES AND RESPONSIBILITY:**

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

**Yes                      No**

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

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

**Yes                      No**

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

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

**Yes                      No**

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

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

**Yes                      No**

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

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

**Yes                      No**

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

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

**Yes                      No**

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

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

Name of Bank: \_\_\_\_\_

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

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

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

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

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

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

Business Tax Certificate No.: \_\_\_\_\_ Year Issued: \_\_\_\_\_

**F. PERFORMANCE HISTORY:**

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

Yes                      No

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

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

Yes                      No

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

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

Yes                      No

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

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

Yes                      No

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

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

Yes                      No

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

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

Yes                      No

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

7. Performance References:

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

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

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

Contact Name and Phone Number: \_\_\_\_\_

Contact Email: \_\_\_\_\_

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

Contract Date: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Requirements of Contract: \_\_\_\_\_

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

Contact Name and Phone Number: \_\_\_\_\_

Contact Email: \_\_\_\_\_

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

Contract Date: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Requirements of Contract: \_\_\_\_\_

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

Contact Name and Phone Number: \_\_\_\_\_

Contact Email: \_\_\_\_\_

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

Contract Date: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Requirements of Contract: \_\_\_\_\_

**G. COMPLIANCE:**

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

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

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

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

**H. BUSINESS INTEGRITY:**

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

**Yes**                      **No**

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

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

**Yes**                      **No**

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

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

**Yes**                      **No**

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

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

**Yes**                      **No**

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

**I. BUSINESS REPRESENTATION:**

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

**Yes**                      **No**

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

**Yes**                      **No**

Certification # \_\_\_\_\_

3. Are you certified as any of the following:

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

**J. WAGE COMPLIANCE:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**L. STATEMENT OF AVAILABLE EQUIPMENT:**

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

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

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

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

Initial submission of *Contractor Standards Pledge of Compliance*

Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement

Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement

Update of prior *Contractor Standards Pledge of Compliance* dated \_\_\_\_\_.

**Complete all questions and sign below.**

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

City of San Diego  
CONTRACTOR STANDARDS  
Attachment "A"

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

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

\_\_\_\_\_

Print Name, Title

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

**EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)**  
**GOODS AND SERVICES CONTRACTOR REQUIREMENTS**

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

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

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

**II. Definitions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **VII. Certifications.**

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

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

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

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

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

**AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS**

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

CHECK ONE BOX ONLY.

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

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

Contractor Name: \_\_\_\_\_

Certified By \_\_\_\_\_ Title \_\_\_\_\_  
Name

\_\_\_\_\_ Date \_\_\_\_\_  
Signature



**WORK FORCE REPORT – Page 2**

NAME OF FIRM: \_\_\_\_\_ DATE: \_\_\_\_\_

OFFICE(S) or BRANCH(ES): \_\_\_\_\_ COUNTY: \_\_\_\_\_

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

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

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

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

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

Totals Each Column														
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**Grand Total All Employees**

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

**WORK FORCE REPORT – Page 3**

NAME OF FIRM: \_\_\_\_\_ DATE: \_\_\_\_\_

OFFICE(S) or BRANCH(ES): \_\_\_\_\_ COUNTY: \_\_\_\_\_

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

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

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

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

Totals Each Column														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

<b>Grand Total All Employees</b>	<input style="width: 100px; height: 20px;" type="text"/>													
----------------------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

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

Disabled														
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## Work Force Report

### **HISTORY**

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

### **WORK FORCE & BRANCH WORK FORCE REPORTS**

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report<sup>1</sup>. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county<sup>2</sup>. If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

### **MANAGING OFFICE WORK FORCE**

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

### **TYPES OF WORK FORCE REPORTS:**

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

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

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

### **RACE/ETHNICITY CATEGORIES**

**American Indian or Alaska Native** – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

**Asian** – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

**Black or African American** – A person having origins in any of the Black racial groups of Africa.

**Native Hawaiian or Pacific Islander** – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

**White** – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

**Hispanic or Latino** – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

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## **Exhibit A: Work Force Report Job Categories – Administration**

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

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

### **Professional**

Art and Design Workers  
Counselors, Social Workers, and Other Community  
and Social Service Specialists  
Entertainers and Performers, Sports and Related  
Workers  
Health Diagnosing and Treating Practitioners  
Lawyers, Judges, and Related Workers  
Librarians, Curators, and Archivists  
Life Scientists  
Media and Communication Workers  
Other Teachers and Instructors  
Postsecondary Teachers  
Primary, Secondary, and Special Education School  
Teachers  
Religious Workers  
Social Scientists and Related Workers

### **Architecture & Engineering, Science, Computer**

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

### **Technical**

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

### **Sales**

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

### **Administrative Support**

Financial Clerks  
Information and Record Clerks  
Legal Support Workers

Material Recording, Scheduling, Dispatching,  
and Distributing Workers  
Other Education, Training, and Library  
Occupations  
Other Office and Administrative Support  
Workers  
Secretaries and Administrative Assistants  
Supervisors, Office and Administrative Support  
Workers

### **Services**

Building Cleaning and Pest Control Workers  
Cooks and Food Preparation Workers  
Entertainment Attendants and Related  
Workers  
Fire Fighting and Prevention Workers  
First-Line Supervisors/Managers, Protective  
Service Workers  
Food and Beverage Serving Workers  
Funeral Service Workers  
Law Enforcement Workers  
Nursing, Psychiatric, and Home Health Aides  
Occupational and Physical Therapist Assistants  
and Aides  
Other Food Preparation and Serving Related  
Workers  
Other Healthcare Support Occupations  
Other Personal Care and Service Workers  
Other Protective Service Workers  
Personal Appearance Workers  
Supervisors, Food Preparation and Serving  
Workers  
Supervisors, Personal Care and Service  
Workers  
Transportation, Tourism, and Lodging  
Attendants

### **Crafts**

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

Installers, and Repairers  
Woodworkers

**Operative Workers**

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

**Transportation**

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

**Laborers**

Agricultural Workers  
Animal Care and Service Workers  
Fishing and Hunting Workers  
Forest, Conservation, and Logging Workers  
Grounds Maintenance Workers  
Helpers, Construction Trades  
Supervisors, Building and Grounds Cleaning  
and Maintenance Workers  
Supervisors, Farming, Fishing, and Forestry  
Workers

**Exhibit B: Work Force Report Job Categories-Trade**

**Brick, Block or Stone Masons**  
Brickmasons and Blockmasons  
Stonemasons

**Carpenters**

**Carpet, floor and Tile Installers and Finishers**  
Carpet Installers  
Floor Layers, except Carpet, Wood and Hard  
Tiles  
Floor Sanders and Finishers  
Tile and Marble Setters

**Cement Masons, Concrete Finishers**  
Cement Masons and Concrete Finishers  
Terrazzo Workers and Finishers

**Construction Laborers**

**Drywall Installers, Ceiling Tile Inst**  
Drywall and Ceiling Tile Installers  
Tapers

**Electricians**

**Elevator Installers and Repairers**

**First-Line Supervisors/Managers**  
First-line Supervisors/Managers of  
Construction Trades and Extraction Workers

**Glaziers**

**Helpers, Construction Trade**  
Brickmasons, Blockmasons, and Tile and  
Marble Setters  
Carpenters  
Electricians  
Painters, Paperhangers, Plasterers and Stucco  
Pipelayers, Plumbers, Pipefitters and  
Steamfitters  
Roofers  
All other Construction Trades

**Millwrights**

Heating, Air Conditioning and Refrigeration  
Mechanics and Installers  
Mechanical Door Repairers  
Control and Valve Installers and Repairers  
Other Installation, Maintenance and Repair  
Occupations

**Misc. Const. Equipment Operators**

Paving, Surfacing and Tamping Equipment  
Operators  
Pile-Driver Operators  
Operating Engineers and Other Construction  
Equipment Operators

**Painters, Const. Maintenance**

Painters, Construction and Maintenance  
Paperhangers

**Pipelayers and Plumbers**

Pipelayers  
Plumbers, Pipefitters and Steamfitters

**Plasterers and Stucco Masons****Roofers****Security Guards & Surveillance Officers****Sheet Metal Workers****Structural Iron and Steel Workers****Welding, Soldering and Brazing Workers**

Welders, Cutter, Solderers and Brazers  
Welding, Soldering and Brazing Machine  
Setter, Operators and Tenders

**Workers, Extractive Crafts, Miners**

## ATTACHMENT 2 - PROPOSAL



# CONTEMPORARY DESIGN LANDSCAPE

Solicitation Number: 10089787-22-L  
Complete Landscape Maintenance Service  
for Stonecrest Village Maintenance  
Assessment District (MAD)

RFP Due Date and Time: June 24, 2022 @ 2:00 p.m.

Submitted Electronically To: City of San Diego  
Lisa Hoffmann  
Senior Procurement Contracting Officer  
[lhoffmann@sandiego.gov](mailto:lhoffmann@sandiego.gov)

Submitted By: Franco Barnaba  
Owner / Operator  
[fbarnaba@hotmail.com](mailto:fbarnaba@hotmail.com)

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**Request for Proposal (RFP) for  
Complete Landscape Maintenance Service for Stonecrest Village Maintenance  
Assessment District (MAD)  
ADDENDUM A**

**Solicitation Number:** 10089787-22-L

**Solicitation Issue Date:** May 16, 2022

**Questions and Comments Due:** May 25, 2022 @ 12:00 p.m.

**Pre-Proposal Conference:** No pre-proposal will be held.

**RFP Due Date and Time ("Closing Date"):** **June 24, 2022 @ 2:00 p.m.**

**Contract Terms:** One (1) year from Effective Date, with four (4), one (1) year options to renew, as defined in Article I, Section 1.2 of the City's General Contract Terms and Provisions.

**City Contact:** Lisa Hoffmann, Senior Procurement Contracting Officer  
lhoffmann@sandiego.gov  
(619) 236-6096

**Submissions:** Proposer is required to provide two (2) originals and one (1) electronic copy (e.g. thumb drive or CD) of their response as described herein.

**Completed and signed RFP signature page is required**, with most recent addendum listed as acknowledgement of all addenda issued.

**Note: Emailed submissions will not be accepted. Due to COVID-19, electronic copies submitted through PlanetBids will be accepted. Instructions for electronic submissions are provided as an attachment in PlanetBids.**

**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10089787-22-L  
Complete Landscape Maintenance Service for Stonecrest Village Maintenance Assessment  
District (MAD)**

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # 10089787-22-L Complete Landscape Maintenance Service for Stonecrest Village Maintenance Assessment District (MAD) (Contractor).

**RECITALS**

On or about 5/16/2022, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

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

City wishes to retain Contractor to provide complete landscape maintenance service for Stonecrest Village MAD as further described in the Scope of Work, attached hereto as Exhibit B. (Services).

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

**ARTICLE I  
CONTRACTOR SERVICES**

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

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

**ARTICLE II  
DURATION OF CONTRACT**

**2.1 Term.** This Contract shall be for a period of one (1) year beginning on the Effective Date. City may, in its sole discretion, extend this Contract for four (4) additional one (1) year period(s). Unless otherwise terminated, this Contract shall be effective until completion of the Scope of Service beginning on the Effective Date. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

**2.2 Effective Date.** This Contract shall be effective on the later of July 1, 2022 or the first day of the month following the date it is executed by the last Party to sign the Contract, and approved by the City Attorney in accordance with San Diego Charter Section 40.

**ARTICLE III  
COMPENSATION**

**3.1 Amount of Compensation.** City shall pay Contractor for performance of all Services rendered in accordance with Exhibit E of this Contract, and in an amount not to exceed \$3,000,000.

**ARTICLE IV  
WAGE REQUIREMENTS**

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

**ARTICLE V  
CONTRACT DOCUMENTS**

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

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

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

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

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

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

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

CONTRACTOR

CITY OF SAN DIEGO  
A Municipal Corporation

Contemporary Design Landscape

Proposer

1413 Via Salerno

Street Address

Escondido

City

760-807-9056

Telephone No.

fbarnaba@hotmail.com

E-Mail

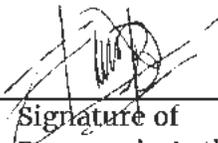
BY:

Print Name:

\_\_\_\_\_  
Director, Purchasing & Contracting  
Department

\_\_\_\_\_  
Date Signed

BY:



\_\_\_\_\_  
Signature of  
Proposer's Authorized  
Representative

Franco Barnaba

Print Name

Owner

Title

06/23/2022

Date

Approved as to form this \_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_.  
MARA W. ELLIOTT, City Attorney

BY: \_\_\_\_\_  
Deputy City Attorney

*City of San Diego*



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

**Franco Barnaba DBA Contemporary Design Landscape  
Small Local Business Enterprise (SLBE)**

***Specialty Construction***

(NAICS: 561730)

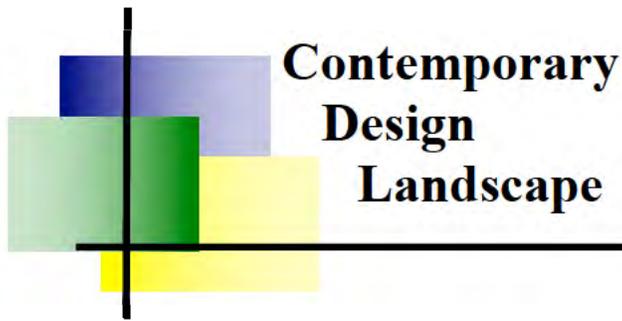
Certification Number: 12CD0654

***Effective: 9/7/2020 - 9/7/2022***

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Christian Silva  
Program Manager  
Equal Opportunity Contracting

# T A B A



1413 Via Salerno  
Escondido, CA 92026  
Phone: (760) 480-9738  
FAX: (760) 743-2171 **OR** 761-3582  
Cell: (760) 807-9056

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June 22, 2022

City of San Diego  
PURCHASING & CONTRACTING DEPT.  
1200 Third Avenue, Suite 200  
San Diego, CA 92101-4195

**ATTN:** Bid Review Team

Re: RFP 10089787-22—L Complete Landscape Maintenance Service for Stonecrest Village  
Maintenance Assessment District (MAD)

Contemporary Design Landscape is prepared and committed to accept all terms and conditions outlined in RFP 10089787-22—L and has the capacity and capability to provide enhanced service to the Stonecrest Village MAD as it relates to RFP 10089787-22—L, Addendum A, and Addendum B and the associated frequencies with ***no exceptions***.

Thank you for your consideration.

Sincerely,

Franco Barnaba  
Owner/Operator

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

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

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

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

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

A. BID/PROPOSAL/SOLICITATION TITLE:

RFP - 10089787-22-L

Complete Landscape Maintenance Service for Stonecrest Village Maintenance Assessment District (MAD)

B. BIDDER/PROPOSER INFORMATION:

Table with 4 columns: Name, Address, City, State, Zip, Phone, Fax. Row 1: Franco Barnaba, 1413 Via Salerno, Escondido, CA, 92026, (760) 807-9056, Contemporary Design Lscp. Row 2: Legal Name, Street Address, Owner, Contact Person, Title, DBA, City, State, Phone, Fax, Zip.

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

\* The precise nature of the interest includes:

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

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

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

Franco Barnaba	Owner
Name	Title/Position
Escondido, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
100%	
Interest in the transaction	

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

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

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

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

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





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

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

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

- Yes  No

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

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

- Yes  No

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

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

- Yes  No

If Yes, use Attachment A to explain specific circumstances.

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

- Yes  No

If Yes, use Attachment A to explain specific circumstances.

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

- Yes  No

If Yes, use Attachment A to explain specific circumstances.

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

- Yes  No

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

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

Name of Bank: Wells Fargo Bank

Point of Contact: Commercial Division

Address: 145 N Escondido Blvd, Escondido, CA 92025

Phone Number: (760) 743-1912

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

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

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

Business Tax Certificate No.: B2000009133 Year Issued: 8202021

F. PERFORMANCE HISTORY:

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

[ ] Yes [x] No

If Yes, use Attachment A to explain specific circumstances.

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

[ ] Yes [x] No

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

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

[ ] Yes [x] No

If Yes, use Attachment A to explain specific circumstances.

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

[ ] Yes [x] No

If Yes, use Attachment A to explain specific circumstances.

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

[ ] Yes [x] No

If Yes, use Attachment A to explain specific circumstances.

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

[ ] Yes [x] No

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

- 7. Performance References:

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

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

Company Name: City of San Diego

Contact Name and Phone Number: Carlos Cordova, (619) 685-1305  
Contact Email: cjcordova@sandiego.gov  
Address: 202 C Street, 5th Floor, San Diego, CA 92101  
Contract Date: January 1, 2022  
Contract Amount: \$ 298,500.00  
Requirements of Contract: Complete Landscape Maintenance

Company Name: City of San Diego  
Contact Name and Phone Number: Ben Perry, (619) 685-1318  
Contact Email: bperry@ sandiego.gov  
Address: 202 C Street, 5th Floor, San Diego, CA 92101  
Contract Date: July 1, 2021  
Contract Amount: \$ 116,330.00  
Requirements of Contract: Complete Landscape Maintenance

Company Name: City of San Diego  
Contact Name and Phone Number: George Flores  
Contact Email: gflores@ sandiego.gov  
Address: 202 C Street, 5th Floor, San Diego, CA 92101  
Contract Date: July 1, 2018  
Contract Amount: \$ 102,120.00  
Requirements of Contract: Complete Landscape Maintenance

**G. COMPLIANCE:**

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

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

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

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

**H. BUSINESS INTEGRITY:**

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

**I. BUSINESS REPRESENTATION:**

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

Yes No

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

Yes No

Certification # 12CD0654

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

- a. Disabled Veteran Business Enterprise Certification # \_\_\_\_\_
- b. Woman or Minority Owned Business Enterprise Certification # \_\_\_\_\_
- c. Disadvantaged Business Enterprise Certification # 18846

**J. WAGE COMPLIANCE:**

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

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

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

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

Company Name: None have been needed in the past 15 years

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

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

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

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

\$ \_\_\_\_\_ (total contract term) *As needed, environmental analysis support for projects*

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

Sub contractor Identify whether company is a subcontractor or supplier:      Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

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

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

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

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

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

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

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

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

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

L. STATEMENT OF AVAILABLE EQUIPMENT:

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

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

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

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

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

**Complete all questions and sign below.**

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

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

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

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

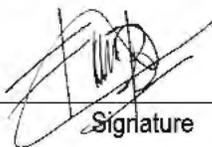
(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

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

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

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

Franco Barnaba -Owner  
Name and Title

  
Signature

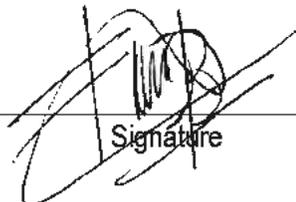
06/14/2022  
Date

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

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

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

Franco Barnaba - Owner  
\_\_\_\_\_  
Print Name, Title

  
\_\_\_\_\_  
Signature

06/14/2022  
\_\_\_\_\_  
Date

## EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

### GOODS AND SERVICES CONTRACTOR REQUIREMENTS

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

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

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

#### II. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### III. Disclosure of Discrimination Complaints.

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

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

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

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

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

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

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

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

## **VII. Certifications.**

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

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

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

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

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

*City of San Diego*



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

**Franco Barnaba DBA Contemporary Design Landscape  
Small Local Business Enterprise (SLBE)**

***Specialty Construction***

(NAICS: 561730)

Certification Number: 12CD0654

***Effective: 9/7/2020 - 9/7/2022***

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Christian Silva  
Program Manager  
Equal Opportunity Contracting



**EQUAL OPPORTUNITY CONTRACTING (EOC)**

1200 Third Avenue, Suite 200 • San Diego, CA 92101  
Phone: (619) 236-6000 • Fax: (619) 236-5904

**BB. WORK FORCE REPORT**

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

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

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

Name of Company: Franco Barnaba

ADA/DBA: Contemporary Design Landscape

Address (Corporate Headquarters, where applicable): 1413 Via Salerno

City: Escondido County: San Diego State: CA Zip: 92026

Telephone Number: 760-807-9056 Fax Number: \_\_\_\_\_

Name of Company CEO: Franco Barnaba

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

Address: (same as above)

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

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

Type of Business: Landscape maintenance and Construction Type of License: C-27 # 0759579

The Company has appointed: Virginia Barnaba

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

Address: 1413 Via Salerno, Escondido, CA 92026

Telephone Number: 760.807.9016 Fax Number: \_\_\_\_\_ Email: rbarnaba19ca@yahoo.com

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

Check the box above that applies to this WFR.

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

I, the undersigned representative of Contemporary Design Landscape

(Firm Name)

San Diego, California hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 14th day of June, 2022

(Authorized Signature)

Franco Barnaba

(Print Authorized Signature Name)

**WORK FORCE REPORT – Page 2**

NAME OF FIRM: Contemporary Design Landscape DATE: 06/14/20022

OFFICE(S) or BRANCH(ES): 1413 Via Salerno, Escondido, CA 92026 COUNTY: San Diego

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

- |                                      |   |
|--------------------------------------|---|
| (1) Black or African-American        | (5) Native Hawaiian or Pacific Islander                 |
| (2) Hispanic or Latino               | (6) White   |
| (3) Asian                            | (7) Other race/ethnicity; not falling into other groups |
| (4) American Indian or Alaska Native |   |

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

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

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

Totals Each Column			11											
--------------------	--	--	----	--	--	--	--	--	--	--	--	--	--	--

<b>Grand Total All Employees</b>	<b>11</b>
----------------------------------	-----------

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

NAME OF FIRM: Contemporary Design Landscape DATE: 06/14/2022

OFFICE(S) or BRANCH(ES): Contemporary Design Landscape COUNTY: San Diego

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

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

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

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

<b>Totals Each Column</b>														
---------------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

<b>Grand Total All Employees</b>	<b>0</b>
----------------------------------	----------

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

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

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

**COMPANY INFORMATION**

Company Name: Contemporary Design Landscape  
 Company Address: 1413 Via Salerno, Escondido, CA 92026  
 Company Contact Name: Franco Barnaba Contact Phone: 760-807-9056

**CONTRACT INFORMATION**

Contract Number (if no number, state location): RFP 10089787-22-L Start Date: As assigned  
 Contract Title (or description): Stonecrest Village MAD End Date: June 30, 2027  
 Purpose/Service Provided: Complete Landscape Maintenance Service District (MAD)

**TERMS OF COMPLIANCE**

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

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

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

**CONTRACTOR CERTIFICATION**

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

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

\_\_\_\_\_  
 Franco Barnaba

Name of Signatory

\_\_\_\_\_  
 Owner / Operator

Title of Signatory



\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 June 14, 2022

Date

**FOR OFFICIAL CITY USE ONLY**

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

**CONFLICT OF INTEREST CERTIFICATION****FORM CIQ**

Any vendor, proposer, bidder, consultant, or contractor (Contractor) who supplies goods or provides services to the City of San Diego must sign and date this certification and comply with the requirements described herein.

OFFICE USE ONLY

Contractor is required to comply with all applicable local, state, and federal conflict of interest laws and regulations relating to public contracts including, but not limited to, California Government Code sections 1090 through 1099, California Government Code sections 81000, et. seq., and the City of San Diego Ethics Ordinance, codified in the San Diego Municipal Code sections 27.3501 through 27.3595. Compliance with these laws and regulations may require Contractor to timely file a statement of economic interests with the Filing Officer of the City of San Diego disclosing relevant financial interests.

Date Received

Contractor shall establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or appears to be, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

A violation of any conflict of interest law is grounds for immediate termination of a contract with the City of San Diego.

Contemporary Design Landscape

Contractor Name

Signature of Authorized Representative

Franco Barnaba

Printed/Typed Name

06/14/2022

Date

**California** USA DRIVER LICENSE 

 CLASS C  
 EXP 01/14/2024 END NONE  
 LN BARNABA  
 FN FRANCO  
  


STATE OF CALIFORNIA **dca** DEPARTMENT OF CONSUMER AFFAIRS **CONTRACTORS STATE LICENSE BOARD ACTIVE LICENSE** 

License Number **759579** Type **INDIV**  
 Business Name **CONTEMPORARY DESIGN LANDSCAPE**  
 Classification **C27**  
 Expiration Date **02/28/2023** [www.cslb.ca.gov](http://www.cslb.ca.gov) 

**The City of SAN DIEGO** **Recycled Water Site Supervisor Training**

Completed 07/12/2018  
 ID # 5324

**Franco Barnaba**

This card expires 07/11/2023  
 640804(b)S.D.M.C.

POST IN CONSPICUOUS PLACE OR KEEP ON PERSON

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

CONTEMPORARY DESIGN LANDSCAPING  
FRANCO BARNABA  
1413 VIA SALERNO  
ESCONDIDO CA 92026

Certificate Number: B2000009133  
Business Name: CONTEMPORARY DESIGN LANDSCAPING  
Business Owner: BARNABA FRANCO  
Business Address: 1413 VIA SALERNO  
ESCONDIDO CA 92026

Primary Business Activity: LANDSCAPING SERVICES

Secondary Business Activity:

Effective Date: 08/01/2021  
Expiration Date: 07/31/2022

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

BUSINESS FILE COPY

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

Certificate Number: B2000009133 PIN: CMX34

Business Name: CONTEMPORARY DESIGN LANDSCAPING  
Business Owner: BARNABA FRANCO  
Business Address: 1413 VIA SALERNO  
ESCONDIDO CA 92026

Primary Business Activity: LANDSCAPING SERVICES

Secondary Business Activity:

Effective Date: 08/01/2021  
Expiration Date: 07/31/2022

CONTEMPORARY DESIGN LANDSCAPING  
FRANCO BARNABA  
1413 VIA SALERNO  
ESCONDIDO CA 92026



Mailing Address: CONTEMPORARY DESIGN LANDSCAPING  
FRANCO BARNABA  
1413 VIA SALERNO  
ESCONDIDO CA 92026

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

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

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

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

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

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

See reverse side.



## My Dashboard

Select a Registration Type

New

Link Existing Registration

Instructions:

- To transfer an active registration from the old system, click **Link Existing Registration**.
- To start a new application, select from the dropdown menu above and click **New**.
- To revise the existing registration, click **Update**.
- To edit a saved application, click on the registration number. You cannot edit once the application status is "Submitted", "Payment Pending", "In Review", "Expired", "Resubmitted" or "Renewed".
- To renew an application, click **Renew** Link will be available 90-days (**60-days for Entertainment Work Permit, 50-days for Public Works contractor registration**) before the license expiration date, until the expire date.
- To pay registration fees, click the **Pay Now** link in the Registration # column.
- Car Wash: To complete the registration process, you must print the submitted application or a copy of your email stating your application has been submitted and send it with the [IRS Form 8821](#). Upon receipt of the IRS response, please return to attach the IRS Clearance letter to your application. [IRS form 8821 Instructions](#).

Status Definitions

Reload page

Actions	Business Name / Individual Person	Registration # <a href="#">Update</a>	Registration Type	Submitted Date	Status	Effective Date	Expiration Date	Payment Status	Balance Due	Registration Duration
	FRANCO BARNABA	1000011758 <a href="#">Update</a>	Public Works	06/08/22	Active	07/01/22	06/30/23	Paid / No Balance Due	0.00	
	FRANCO BARNABA	1000011758 <a href="#">Update</a>	Public Works	07/07/21	Active	07/07/21	06/30/22	Paid / No Balance Due	0.00	
	FRANCO BARNABA	1000011758 <a href="#">Update</a>	Public Works	06/09/20	Expired	07/01/20	06/30/21	Paid / No Balance Due	0.00	
	FRANCO BARNABA	1000011758 <a href="#">Update</a>	Public Works		Expired	07/01/19	06/30/20	Paid / No Balance Due	0.00	

 DEPARTMENT OF PESTICIDE REGULATION  
LICENSING/CERTIFICATION PROGRAM

**QAC**  
QUALIFIED APPLICATOR CERTIFICATE

LICENSE #: 119295      EXPIRES: 12/31/2022  
Categories: B      Issued: 1/1/2021

**FRANCO BARNABA**  
1413 VIA SALERNO  
ESCONDIDO, CA 92026



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

 DEPARTMENT OF PESTICIDE REGULATION  
LICENSING/CERTIFICATION PROGRAM

**QAL**  
QUALIFIED APPLICATOR LICENSE

LICENSE #: 133574      EXPIRES: 12/31/2022  
Categories: BC      Issued: 1/1/2021

**FRANCO BARNABA**  
1413 VIA SALERNO  
ESCONDIDO, CA 92026



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



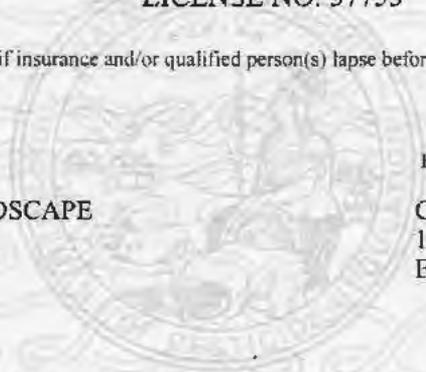
**CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION**

1001 I STREET  
SACRAMENTO, CALIFORNIA 95814

ISSUED: January 01, 2021  
EXPIRES: December 31, 2022

**Maintenance Gardener Pest Cont  
LICENSE  
LICENSE NO. 37753**

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



Mailing Address

CONTEMPORARY DESIGN LANDSCAPE  
1413 VIA SALERNO  
SAN DIEGO, CA 92026

Business Location

CONTEMPORARY DESIGN LANDSCAPE  
1413 VIA SALERNO  
ESCONDIDO, CA 92026

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

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

**Department of Pesticide Regulation  
Pest Management and Licensing Branch  
Licensing and Certification Program  
P.O. Box 4015  
Sacramento, California 95812-4015**



COUNTY OF SAN DIEGO  
DEPARTMENT OF AGRICULTURE,  
WEIGHTS and MEASURES  
PESTICIDE REGULATION PROGRAM

9325 Hazard Way Ste 100  
San Diego, CA 92123-1256  
Phone (858) 694-8980  
Fax (858) 467-9277  
Website: [www.sdcawm.org](http://www.sdcawm.org)  
Email: [prp.awm@sdcounty.ca.gov](mailto:prp.awm@sdcounty.ca.gov)

**OPERATOR IDENTIFICATION RECORD**

Number : **37P3868**

Operator: FRANCO BARNABA  
1413 VIA SALERNO  
ESCONDIDO CA 92026

Issue Date : 12/14/2021  
Expiration Date : 12/31/2024

Contact: FRANCO BARNABA  
1413 VIA SALERNO  
ESCONDIDO CA 92026

Phone : (760)743-2171

**\*ATTENTION\***  
By possessing, purchasing or using pesticides that require an Operator Identification Number, you acknowledge that representatives from the County Department of Agriculture, Weights and Measures or the Department of Pesticide Regulation have authority to conduct inspections/investigations of your business. Obtaining this number does not relieve you from liability for any damage to persons, property or the environment caused by the use of pesticides.

**Your Responsibilities**

**Accuracy of this Record**

- All Information on this form was provided to and not verified by the Commissioner's office.
- The Operator is responsible for maintaining the accuracy of the information on this form.
- Sign, date, and keep this form for your records. Please **DO NOT** return this form to us.
- Correct any inaccurate information, then scan, fax, or e-mail a copy to the contact information listed above.

**Record Keeping**

- Retain this form in your records until December 31, 2027
- Provide a copy of this signed and dated form to the Dealer(s) where you purchase pesticides

**Pesticide Use Reporting**

- Required monthly only when pesticides are used.
- Reports must be submitted by the 10th day of the following month.

**Report your Pesticide Use On-Line!**

- E-mail your request to: [prp.awm@sdcounty.ca.gov](mailto:prp.awm@sdcounty.ca.gov) or go to: [Http://www.sdusereports.org](http://www.sdusereports.org)
  - We'll help you every step of the way!
  - Easy, fast and convenient - and help is available by email, phone or in person.

Contact Person(print) \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date: \_\_\_\_\_

**Issuing Officer :** Ha Dang,  
AGRICULTURAL COMMISSIONER /  
SEALER of WEIGHTS AND MEASURES

**Date :** Tuesday, December 14, 2021

**The City of San Diego  
Public Utilities Department**

*This is to certify that*

**Franco Barnaba**

*Has successfully completed:*

**RECYCLED WATER SITE SUPERVISOR TRAINING**

**Awarded on: July 12, 2018**

**0.4 Continuing Education Units / 3.6 Contact Hours**

**Instructor – Joseph Coratti**

Public Utilities Department Training Section  
5510 Kiowa Drive, La Mesa, CA 91942 (619) 668-2010

*William Curcio*

**Training Section Authorization**



City of San Diego Public Utilities has been accredited as an authorized provider by the International Association for Continuing Education and Training (IACET)  
11130 Sunrise Valley Drive, Suite 350, Reston VA 20191; (703) 234-4132



Farm Bureau® Agricultural  
**member**

1.800.698.3276 | www.cfbf.com



San Diego  
The Grove  
Franco Barnaba  
fbarnaba@hotmail.com

018988-37-01-000      2022-09-30

Member number      Expiration date

## Proposed Staffing Plan

### **Non-Working Supervisor (1)**

- Over 30 years experience in all phases of commercial landscape maintenance and construction
- Managing and schedule staff, subcontractors and equipment.
- Qualified Applicator License
- Qualified Applicator Certificate.
- Certified in Storm Water Pollution Prevention Planning
- Certified Recycled Water and Conservation
- Member of California Landscape Contractors Association, California Farm Bureau
- Inspect completed work, as well as make decisions on soil, plant species, layouts and designs.

### **Working Crew Supervisor (1)**

- Twenty-three years of commercial landscape experience, fifteen of those years as the full-time supervisor of the landscape maintenance crew assigned to Stonecrest Village Maintenance Assessment District
- Experienced in Landscape Maintenance Best Management Practices
- Versed and trained in team dynamics
- Inspecting and loading equipment for the day's work.
- Trained in fundamental irrigation installation and troubleshooting
- Fully trained in all aspects of pesticide application and handling, including transportation, mixing and use
- Valid driver's license with clean DMVR
- Able to read, speak and write in English to convey information
- Advanced Proficiency in the use of landscape tools and equipment: pole pruner, ride-on mowers, large walk behind mowers, push spreaders

### **Irrigation Specialist / Technician (1)**

- Six years experience testing the soil and vegetation to determine irrigation needs.
- Mapping out areas for irrigation installation.
- Digging trenches and installing pipes and lines.
- Installing pumps and electrical timers.
- Testing the irrigation system with the aid of computer software.
- Conducting routine maintenance checks.
- Troubleshooting and replacing faulty parts.
- Completing progress reports and associated paperwork.

### **Landscape Laborer (3)**

- Work closely with Supervisor and Irrigation Tech in maintenance of landscape projects.
- 1 year minimum previous residential and/or commercial landscape construction experience.
- Always represent the company's best interest, maintain the highest level of integrity and professionalism.
- Maintain a clean and safe job site and equipment trailer.
- Maintain and care for company equipment, tools and vehicles.
- Perform highly physical maintenance work on a consistent basis.
- Work as part of a team and take direction.
- Understand and meet production and project schedule deadlines without sacrificing great customer service or excellent quality.
- Keep accurate timesheet records, submitted for review and signoff by the required deadlines.
- Punctual and dependable with a can-do attitude.

**Franco Barnaba**  
**Contemporary Design Landscaping**  
1413 Via Salerno  
Escondido, California 92026  
(760) 743-2171

## **OPERATIONAL STRATEGY**

- Provide leadership, training and direction to landscaping staff as the Non-Working Supervisor for City of San Diego Contracts.
- Coordinate and Plans daily activities and monitors work performance
- Perform inspections of trees, plants and grasses developing changes to care schedules
- Establish and modify operational procedures as needed
- Participate in the planning, attraction, selection, retention, and development of the landscape and grounds staff

## **EDUCATION/CERTIFICATIONS**

Department of Industrial Relations Registered Contractor, #1000011758  
Validity: 2014 - Present

Contractors License, C-27 Landscape Maintenance, #0759579  
Issued by: State of California  
HIC – Home Improvement Certification  
Validity: January 1999 - Present

Qualified Pesticide Applicator License (QAL #133574) and Certificate (QAC #119295)  
Issued by: State of California  
Validity: September 2009 – Present

Recycled Water Site Supervisor Certificate  
Issued by: San Diego County Water Authority  
Validity: January 12, 2012 – Present

Palomar College      January 1993 - May 1995  
Certificate in Automotive Technology

University of Michoacan      September 1979 - June 1983  
B. A. Electrical Engineering

Fluent in Spanish and English

## EMPLOYMENT HISTORY

**Contemporary Design Landscaping**      January 1999 - Present

Position: Owner of landscaping company

Principle: Our goal is to provide our clients with the highest quality in landscape design, construction and maintenance services; to ensure complete customer satisfaction; while maintaining a personable, professional and positive attitude. Our specialists in landscape maintenance will design a program that will protect and enhance your landscape. We use the finest products and materials available. Your lawn and plants require year-round care. Our Landscape Specialists will be available to answer any questions you may have when special needs arise.

**Golden Landscape**      February 1996 - August 2000

Position: Foreman

Duties: Guide the work crew in the landscape maintenance of Officer's Quarters on North Island military base, monitor and adjust irrigation systems, monitor and adjust drainage systems, implement watering schedules, operate mowing and edging equipment, planting as needed, pesticide application, maintenance of work vehicles.

**Speedy Tune**      September 1995 - December 1995

Position: Automotive Technician

**The Shop**      June 1995 - August 1995

Position: Automotive Technician

**Palomar College**      August 1994 - May 1995

Position: Automotive Lab Assistant

Duties: Assist automotive instructor in automotive lab during technique demonstrations, maintain lab areas clean and orderly, answer student questions

**New Earth Landscaping**      February 1992 - December 1994

Position Held: Foreman

Duties: Supervise work crew assigned to specific area. Determine specific needs of the grounds. Assist and perform all duties required for maintenance of landscaped grounds e.g. Mowing, edging, weeding, tree trimming, horticulture care and maintenance, fertilizing

**Bradley Development**      July 1991 - December 1991

Position Held: Supervisor

Duties: Supervise landscape construction project, project needs, communicate with customer and company, construct wood decks, build wood fences, transfer customer's 'wish 'list' onto paper, troubleshoot systems.

**Gannaway Construction, Inc.**      May 1990 - July 1991

Position Held: Foreman

Duties: Supervise the construction of landscape projects, direct labor force at each job site, blue print reading, survey land plot, project type and amount of supplies and man power hours needed for each project, heavy equipment operation (back-hoe, front end-

loader, skip loader, small tractor), installation of irrigation and drainage systems with programmers, calculate grades and slopes.

Concrete work: forming, pouring, stone wall construction

Terrascope August 1988 - April 1990

Position Held: Foreman

Duties: Direct landscape construction projects, prepared plot plans, blue print generation, blue print reading, installed irrigation and drainage systems, operated and maintained grounds maintenance machinery, painting

Sun Country Landscaping September 1984 - August 1988

Position Held: Laborer, Pipe Fitter

### Professional Affiliations:



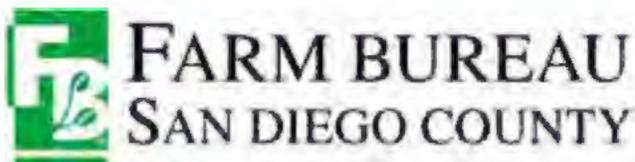
California Landscape Contractors Association  
2021 N Street Suite 300 . Sacramento, California, 95814 .  
(800) 448-2522 [hq@clca.org](mailto:hq@clca.org)



The Associated Landscape Contractors of America (ALCA)  
150 Elden Street, Suite 270  
Herndon, Virginia 20170  
Phone: (703) 736-9666  
Fax: (703) 736-9668



Central Contractor Registry for the  
Department of Defense  
888-227-2423 or 616-961-4725



**Luis Cuadra**  
1301 Morning View Drive  
Escondido, California 92026  
(760) 807-4558

## SUMMARY OF QUALIFICATIONS

Solid experience in overseeing staff, strong customer service, and deadline-driven. Supervision, commercial sites, landscaping, heavy machinery, electrical wiring, pipe insertion. Proficient with customer service, judgment and decision-making, and a team player. Dedicated to developing team members' strengths to surpass company goals.

## EMPLOYMENT HISTORY

### **Contemporary Design Landscape** July 2007 - Present

Position: Supervisor

Duties: Supervise and guide the work crew in the landscape maintenance of medians, rights-of-ways, and slopes within the Stonecrest Maintenance Assessment District; overseeing, implementing, and maintaining landscape enhancement projects and personnel; monitor and adjust irrigation systems, monitor and adjust drainage systems, implement watering schedules, planting as needed, pesticide applications, communication with City staff and crew members to complete jobs on time and to the desired specifications; create punch lists of areas that need additional attention on a regular basis, Experienced in water management practices necessary to conserve water, enable effective water supply planning, assure reasonable and beneficial use of water, and the prevention of undue waste of water.

### **Contemporary Design Landscape** January 1998 - Present

Position: Supervisor

Duties: Supervise and guide the work crew in the landscape maintenance of city parks, medians, rights-of-ways, and slopes within the City of San Diego; monitor and adjust irrigation systems, monitor and adjust drainage systems, implement watering schedules, planting as needed, pesticide applications, communication with City staff and crew members to complete jobs on time and to the desired specifications; managing crew members assigned to each site efficiently and productively.

### **Golden Landscape** July 1996 – May 1998

Position: Irrigation Specialist/Journeyman

Duties: Monitor and adjust irrigation systems, monitor and adjust drainage systems, implement watering schedules, operate mowing and edging equipment, planting as needed, pesticide application, maintenance of work vehicles.

### **Reed Construction/Terrascape** February 1996 – June 1996

Position: Lead Man

Duties: Landscape construction projects, blue print reading, installed irrigation and drainage systems, operated and maintained grounds maintenance machinery.

### **Cuadra Avocado (Mexico)** February 1987 – December 1995

Position: Grove Manager

Duties: Full Service Grove Management: Grove census and mapping. Production budgeting and

cost projecting, full-service caretaking and fruit marketing, soil and leaf analysis, application of organic soil amendments, limestone and fungicides, grove inspections and evaluations.

#### **MANAGEMENT SKILLS**

- Able to work effectively and efficiently with Contractors, Office Managers, Homeowners and Contract Administrators
- Experienced as a crew supervisor for both installations and maintenance work
- Motivated self-starter with innovative ideas and expertise in the landscaping field
- Able to read, write and speak fluently in English and Spanish.

#### **EDUCATION**

Center for Electronic Processing      August 1989 – July 1992

Uruapan, Michoacan, MEXICO

Certificates: Programmer Analyst, Computer Technician

**Alfredo Castellanos**

1745 W. 11th  
Escondido, CA. 92029

**SUMMARY OF  
QUALIFICATIONS**

Experienced landscape supervisor, trained in maintaining trees, shrubs, and turf found in public parks, botanical gardens and play areas.

**EMPLOYMENT HISTORY**

**Contemporary Design Landscaping**

**November 2018 - Present**

**Position: Irrigation Specialist**

**Duties:** Maintain and service irrigation systems within assigned locations; monitor and adjust drainage systems conforming to County & City of San Diego best practices and run-off mitigation regulations, implement watering schedules, planting as needed, pesticide and vector control; retrofitting, and installing various types of irrigation. Ensures that equipment, supplies, and tools are organized, properly maintained, and in proper working condition. As assigned, supervise and guide the work crew in the landscape maintenance of parks, medians, rights-of-ways, and slopes within the City of San Diego.

Brickman Group

2014 - 2018

Position: Irrigation Technician

Duties: Supervise work crew assigned to specific area. Determine specific needs of the grounds. Assist and perform all duties required for maintenance of landscaped grounds; Mowing, edging, weeding, tree trimming, horticulture care and maintenance, fertilizing

Reported to: Dan Kenna

Westway Landscape

2012 - 2014

Position Held: Laborer

Duties: All aspects of landscape maintenance: mowing, blowing, pruning, edging, tree trimming, irrigation trouble shooting. Experienced using all hand tools and power tools associated with routine landscape maintenance.

Supervisor: Jose Lopez

**RELEVANT SKILLS**

- Able to work effectively and efficiently with Contract supervisor, Office staff, Homeowners and Contract Administrators
- Experienced as a crew leader for both installations and maintenance work
- Motivated self-starter with innovative ideas and expertise in the landscaping field





## Contemporary Design Landscape

1413 Via Salerno, Escondido, CA. 92026

### Equipment/ Vehicles Pertinent to this Project

Quantity	Description	Make	Model	Year
	<b>VEHICLES</b>			
2	Work Trucks	Chevrolet	Silverado	2006 - Newer
1	Gator	John Deere	4WD	2014
1	Utility Vehicles	Mag International	T-Mag	2006
	<b>EQUIPMENT</b>			
1	Remote Control Irrigation Remotes	RainMaster	Pro-Max	2013
3	Edgers	McLane		
7	Backpack Blowers	Echo		
4	Backpack Sprayers	Northern Tool		
2	Chainsaw	Stihl		
6	Weed whips	Echo		
1	Trailer	Ronco		
Many	Shears, loppers, saws, hand tools	Various		
2	36" Exmark Mower	Lazer Z		
4	21" Recycler mower	Echo		
1	Walk-behind Aerator	Ryan		
1	Tow-behind Aerator	John Deere		
1	Walk-behind Sweeper	Billy Goat	190cc	



## Quote Request

To: Franco Barnaba

Acct #: 241139

Date: 06/14/22

Quantity	Unit	Description	Unit Price
1	50 lbs	Turf Supreme 16-6-8	32.54
1	50 lbs	Nitra King 21-2-4	37.03
1	50 lbs	Poly Supreme 23-5-10	53.26
1	50 lbs	6-4-0 Milorganite	35.91
1	50 lbs	Soil Buster	18.54

# Turf Supreme 16-6-8

## Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

### SECTION 1: Identification

#### 1.1. Identification

Product form : Mixture  
 Product name : Turf Supreme 16-6-8  
 Product code : M74025

#### 1.2. Recommended use and restrictions on use

No additional information available

#### 1.3. Supplier

JR Simplot Company  
 P.O. Box 70013  
 Boise, ID 83707  
 T 1-208-336-2110

#### 1.4. Emergency telephone number

Emergency number : CHEMTREC 1-800-424-9300

### SECTION 2: Hazard(s) identification

#### 2.1. Classification of the substance or mixture

##### GHS-US classification

Serious eye damage/eye irritation, Category 2B	H320	Causes eye irritation
Specific target organ toxicity — Single exposure, Category 3, Respiratory tract irritation	H335	May cause respiratory irritation

Full text of H statements : see section 16

#### 2.2. GHS Label elements, including precautionary statements

##### GHS-US labelling

Hazard pictograms (GHS-US) :



Signal word (GHS-US) :

Warning

Hazard statements (GHS-US) :

H320 - Causes eye irritation  
 H335 - May cause respiratory irritation

Precautionary statements (GHS-US) :

P261 - Avoid breathing dust/fume/gas/mist/vapours/spray  
 P264 - Wash hands, forearms and face thoroughly after handling  
 P271 - Use only outdoors or in a well-ventilated area  
 P304+P340 - If inhaled: Remove person to fresh air and keep comfortable for breathing  
 P305+P351+P338 - If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing  
 P312 - Call a poison center/doctor/... if you feel unwell  
 P337+P313 - If eye irritation persists: Get medical attention  
 P403+P233 - Store in a well-ventilated place. Keep container tightly closed  
 P405 - Store locked up  
 P501 - Dispose of contents/container to ... specify in accordance with local/regional/national regulations

#### 2.3. Other hazards which do not result in classification

No additional information available

#### 2.4. Unknown acute toxicity (GHS US)

Not applicable

# Turf Supreme 16-6-8

## Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

### SECTION 3: Composition/information on ingredients

#### 3.1. Substance

Not applicable

#### 3.2. Mixture

Name	Product identifier	%	GHS-US classification
ammonium sulfate	(CAS No) 7783-20-2		Eye Irrit. 2B, H320 STOT SE 3, H335
Monoammonium Phosphate	(CAS No) 7722-76-1		Eye Irrit. 2B, H320 STOT SE 3, H335
potassium chloride	(CAS No) 7447-40-7		Not classified
Iron Oxysulfate			Eye Irrit. 2B, H320
Manganese Oxysulfate			Eye Irrit. 2B, H320
Wax	(CAS No) 64771-72-8		Not classified

Full text of hazard classes and H-statements : see section 16

### SECTION 4: First-aid measures

#### 4.1. Description of first aid measures

First-aid measures general	: Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show the label where possible).
First-aid measures after inhalation	: Remove person to fresh air and keep comfortable for breathing. Allow breathing of fresh air. Allow the victim to rest.
First-aid measures after skin contact	: Remove affected clothing and wash all exposed skin area with mild soap and water, followed by warm water rinse. Wash skin with plenty of water.
First-aid measures after eye contact	: Rinse immediately with plenty of water. Obtain medical attention if pain, blinking or redness persist. Rinse eyes with water as a precaution.
First-aid measures after ingestion	: Rinse mouth. Do NOT induce vomiting. Obtain emergency medical attention. Call a poison center or a doctor if you feel unwell.

#### 4.2. Most important symptoms and effects (acute and delayed)

Potential adverse human health effects and symptoms	: Based on available data, the classification criteria are not met.
Symptoms/injuries	: Not expected to present a significant hazard under anticipated conditions of normal use.

#### 4.3. Immediate medical attention and special treatment, if necessary

Treat symptomatically.

### SECTION 5: Fire-fighting measures

#### 5.1. Suitable (and unsuitable) extinguishing media

Suitable extinguishing media	: Foam. Dry powder. Carbon dioxide. Water spray. Sand.
Unsuitable extinguishing media	: Do not use a heavy water stream.

#### 5.2. Specific hazards arising from the chemical

Reactivity	: The product is non-reactive under normal conditions of use, storage and transport.
------------	--

#### 5.3. Special protective equipment and precautions for fire-fighters

Firefighting instructions	: Use water spray or fog for cooling exposed containers. Exercise caution when fighting any chemical fire. Prevent fire-fighting water from entering environment.
Protection during firefighting	: Do not enter fire area without proper protective equipment, including respiratory protection. Do not attempt to take action without suitable protective equipment. Self-contained breathing apparatus. Complete protective clothing.

### SECTION 6: Accidental release measures

#### 6.1. Personal precautions, protective equipment and emergency procedures

##### 6.1.1. For non-emergency personnel

Emergency procedures	: Ventilate spillage area. Evacuate unnecessary personnel.
----------------------	--

##### 6.1.2. For emergency responders

Protective equipment	: Do not attempt to take action without suitable protective equipment. Equip cleanup crew with proper protection. For further information refer to section 8: "Exposure controls/personal protection".
----------------------	--

# Turf Supreme 16-6-8

## Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

Emergency procedures : Ventilate area.

### 6.2. Environmental precautions

Avoid release to the environment. Prevent entry to sewers and public waters. Notify authorities if liquid enters sewers or public waters.

### 6.3. Methods and material for containment and cleaning up

Methods for cleaning up : Recover mechanically the product. On land, sweep or shovel into suitable containers. Minimize generation of dust. Store away from other materials.

Other information : Dispose of materials or solid residues at an authorized site.

### 6.4. Reference to other sections

See Heading 8. Exposure controls and personal protection. For further information refer to section 13.

## SECTION 7: Handling and storage

### 7.1. Precautions for safe handling

Precautions for safe handling : Ensure good ventilation of the work station. Wear personal protective equipment. Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work. Provide good ventilation in process area to prevent formation of vapour.

Hygiene measures : Do not eat, drink or smoke when using this product. Always wash hands after handling the product.

### 7.2. Conditions for safe storage, including any incompatibilities

Storage conditions : Keep only in the original container in a cool, well ventilated place away from : Keep container closed when not in use. Store in a well-ventilated place. Keep cool.

Incompatible products : Strong bases. Strong acids.

Incompatible materials : Sources of ignition. Direct sunlight.

## SECTION 8: Exposure controls/personal protection

### 8.1. Control parameters

#### ammonium sulfate (7783-20-2)

Not applicable

#### Monoammonium Phosphate (7722-76-1)

Not applicable

#### Wax (64771-72-8)

Not applicable

#### Iron Oxysulfate

Not applicable

#### Manganese Oxysulfate

Not applicable

#### potassium chloride (7447-40-7)

Not applicable

### 8.2. Appropriate engineering controls

Appropriate engineering controls : Ensure good ventilation of the work station.

Environmental exposure controls : Avoid release to the environment.

### 8.3. Individual protection measures/Personal protective equipment

#### Personal protective equipment:

Avoid all unnecessary exposure.

#### Hand protection:

Wear protective gloves

#### Eye protection:

Chemical goggles or safety glasses. Safety glasses

#### Skin and body protection:

Wear suitable protective clothing

# Turf Supreme 16-6-8

## Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

### Respiratory protection:

Wear appropriate mask

### Other information:

Do not eat, drink or smoke during use.

## SECTION 9: Physical and chemical properties

### 9.1. Information on basic physical and chemical properties

Physical state	: Solid
Appearance	: Gray granules.
Colour	: Gray
Odour	: Odorless
Odour threshold	: No data available
pH	: No data available
Melting point	: No data available
Freezing point	: Not applicable
Boiling point	: No data available
Flash point	: Non-flammable
Relative evaporation rate (butylacetate=1)	: No data available
Flammability (solid, gas)	: Non flammable.
Vapour pressure	: No data available
Relative vapour density at 20 °C	: No data available
Relative density	: Not applicable
Density	: 63 lbs/ft <sup>3</sup>
Solubility	: Water: 60 g/100ml
Log Pow	: No data available
Auto-ignition temperature	: Not applicable
Decomposition temperature	: No data available
Viscosity, kinematic	: Not applicable
Viscosity, dynamic	: No data available
Explosive limits	: Not applicable
Explosive properties	: No data available
Oxidising properties	: No data available

### 9.2. Other information

No additional information available

## SECTION 10: Stability and reactivity

### 10.1. Reactivity

The product is non-reactive under normal conditions of use, storage and transport.

### 10.2. Chemical stability

Stable. Not established.

### 10.3. Possibility of hazardous reactions

Not established.

### 10.4. Conditions to avoid

Extremely high temperatures. Direct sunlight. Extremely high or low temperatures.

### 10.5. Incompatible materials

Oxidizing agent. Prolonged contact may cause oxidation of unprotected metals. Strong acids. Strong bases.

### 10.6. Hazardous decomposition products

Extremely high temperatures. The product may reach melting point and decompose to release NH<sub>3</sub>, SO<sub>x</sub>, PO<sub>x</sub>, or CN. fume. Carbon monoxide. Carbon dioxide.

# Turf Supreme 16-6-8

## Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

### SECTION 11: Toxicological information

#### 11.1. Information on toxicological effects

Acute toxicity : Not classified

<b>ammonium sulfate (7783-20-2)</b>	
LD50 oral rat	2840 mg/kg (Rat)
LD50 dermal rat	> 2000 mg/kg
ATE US (oral)	2840 mg/kg bodyweight

<b>Monoammonium Phosphate (7722-76-1)</b>	
LD50 oral rat	5750 mg/kg (Rat)
LD50 dermal rat	> mg/kg
LD50 dermal rabbit	> 7940 mg/kg (Rabbit)
ATE US (oral)	5750 mg/kg bodyweight

<b>Manganese Oxysulfate</b>	
LD50 oral rat	2150 mg/kg
ATE US (oral)	2150 mg/kg bodyweight

<b>potassium chloride (7447-40-7)</b>	
LD50 oral rat	2600 mg/kg (Rat)
ATE US (oral)	2600 mg/kg bodyweight

Skin corrosion/irritation : Not classified

Serious eye damage/irritation : Causes eye irritation.

Respiratory or skin sensitisation : Not classified

Germ cell mutagenicity : Not classified

Based on available data, the classification criteria are not met

Carcinogenicity : Not classified

Reproductive toxicity : Not classified

Based on available data, the classification criteria are not met

Specific target organ toxicity (single exposure) : May cause respiratory irritation.

Specific target organ toxicity (repeated exposure) : Not classified

Aspiration hazard : Not classified

Potential adverse human health effects and symptoms : Based on available data, the classification criteria are not met.

Symptoms/injuries : Not expected to present a significant hazard under anticipated conditions of normal use.

### SECTION 12: Ecological information

#### 12.1. Toxicity

Ecology - general : The product is not considered harmful to aquatic organisms or to cause long-term adverse effects in the environment.

<b>ammonium sulfate (7783-20-2)</b>	
LC50 fish 1	126 mg/l (96 h; <i>Poecilia reticulata</i> )
EC50 Daphnia 1	202 mg/l (96 h; <i>Daphnia magna</i> )
LC50 fish 2	250 - 480 mg/l (96 h; <i>Brachydanio rerio</i> )
EC50 Daphnia 2	433 mg/l (50 h; <i>Daphnia magna</i> )
TLM fish 1	1290 ppm (96 h; <i>Gambusia affinis</i> )

<b>Monoammonium Phosphate (7722-76-1)</b>	
LC50 fish 1	155 ppm (96 h; <i>Pimephales promelas</i> )

# Turf Supreme 16-6-8

## Safety Data Sheet

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<b>potassium chloride (7447-40-7)</b>	
LC50 fish 1	920 mg/l (96 h; Gambusia affinis; Static system)
EC50 Daphnia 1	630 mg/l (48 h; Ceriodaphnia dubia)
LC50 fish 2	2010 mg/l (96 h; Lepomis macrochirus; Static system)
EC50 Daphnia 2	660 mg/l (48 h; Daphnia magna)
Threshold limit algae 1	850 mg/l (72 h; Scenedesmus subspicatus)
Threshold limit algae 2	> 100 mg/l (72 h; Scenedesmus subspicatus; GLP)

### 12.2. Persistence and degradability

<b>Turf Supreme 16-6-8</b>	
Persistence and degradability	Not established.

<b>ammonium sulfate (7783-20-2)</b>	
Persistence and degradability	Biodegradability in water: no data available. Not established.

<b>Monoammonium Phosphate (7722-76-1)</b>	
Persistence and degradability	Biodegradability in water: no data available. Not established.

<b>Wax (64771-72-8)</b>	
Persistence and degradability	Not established.

<b>Iron Oxysulfate</b>	
Persistence and degradability	Not established.

<b>potassium chloride (7447-40-7)</b>	
Persistence and degradability	Biodegradability: not applicable. Not established.
Biochemical oxygen demand (BOD)	Not applicable
Chemical oxygen demand (COD)	Not applicable
ThOD	Not applicable
BOD (% of ThOD)	Not applicable

### 12.3. Bioaccumulative potential

<b>Turf Supreme 16-6-8</b>	
Bioaccumulative potential	Not established.

<b>ammonium sulfate (7783-20-2)</b>	
Log Pow	-5.1
Bioaccumulative potential	Bioaccumulation: not applicable. Not established.

<b>Monoammonium Phosphate (7722-76-1)</b>	
Bioaccumulative potential	Not bioaccumulative. Not established.

<b>Wax (64771-72-8)</b>	
Bioaccumulative potential	Not established.

<b>Iron Oxysulfate</b>	
Bioaccumulative potential	Not established.

<b>potassium chloride (7447-40-7)</b>	
Log Pow	-0.46 (Estimated value)
Bioaccumulative potential	Bioaccumulation: not applicable. Not established.

### 12.4. Mobility in soil

No additional information available

### 12.5. Other adverse effects

Effect on the global warming : No known effects from this product.  
 GWPmix comment : No known effects from this product.

Other information : Avoid release to the environment.

# Turf Supreme 16-6-8

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### SECTION 13: Disposal considerations

#### 13.1. Disposal methods

- Waste treatment methods : Dispose of contents/container in accordance with licensed collector's sorting instructions.  
 Product/Packaging disposal recommendations : Dispose in a safe manner in accordance with local/national regulations.  
 Ecology - waste materials : Avoid release to the environment.

### SECTION 14: Transport information

#### Department of Transportation (DOT)

In accordance with DOT

- Other information : No supplementary information available.

TDG

Transport by sea

Air transport

### SECTION 15: Regulatory information

#### 15.1. US Federal regulations

All components of this product are listed, or excluded from listing, on the United States Environmental Protection Agency Toxic Substances Control Act (TSCA) inventory except for:

Iron Oxysulfate	CAS No	%
Manganese Oxysulfate	CAS No	%

#### 15.2. International regulations

##### CANADA

##### ammonium sulfate (7783-20-2)

Listed on the Canadian DSL (Domestic Substances List)

##### EU-Regulations

No additional information available

##### National regulations

No additional information available

#### 15.3. US State regulations

California Proposition 65 - This product does not contain any substances known to the state of California to cause cancer, developmental and/or reproductive harm

### SECTION 16: Other information

- Data sources : REGULATION (EC) No 1272/2008 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 16 December 2008 on classification, labelling and packaging of substances and mixtures, amending and repealing Directives 67/548/EEC and 1999/45/EC, and amending Regulation (EC) No 1907/2006.
- Other information : None.

# Turf Supreme 16-6-8

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Full text of H-statements:

H320	Causes eye irritation
H335	May cause respiratory irritation

SDS US (GHS HazCom 2012)

*Disclaimer: This information relates to the specific material designated and may not be valid for such material used in combination with any other materials or in any process. Such information is to the best of our knowledge and belief, accurate and reliable as of the date compiled. However, no representation, warranty or guarantee is made as to its accuracy, reliability or completeness. NO WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE CONCERNING THE INFORMATION HEREIN PROVIDED. It is the user's responsibility to satisfy himself as to the suitability and completeness of such information for his own particular use. We do not accept liability for any loss or damage that may occur from the use of this information nor do we offer warranty against patent infringement.*

**Safety Data Sheet (SDS)**

OSHA HazCom Standard 29 CFR 1910.1200(g) and GHS Rev 03.

Issue date 10/26/2015

Reviewed on 10/26/2015

**\* 1 Identification**

- **Product Identifier**
- **Trade name:** Milorganite® 6-4-0 Fertilizer
- **Relevant identified uses of the substance or mixture and uses advised against:**
- **Product Description** A fertilizer product manufactured from various microbes used to digest sewage sludge.
- **Details of the Supplier of the Safety Data Sheet:**
- **Manufacturer/Supplier:**  
Milwaukee Metropolitan Sewerage District  
260 W. Seeboth Street  
Milwaukee, WI 53204  
Telephone: 1-800-287-9645
- **Emergency telephone number:** 1-800-304-6204

**\* 2 Hazard(s) Identification**

- **Classification of the substance or mixture:**



GHS07

Skin Irrit. 2      H315 Causes skin irritation.  
 Eye Irrit. 2A    H319 Causes serious eye irritation.  
 STOT SE 3       H335 May cause respiratory irritation.  
 Aquatic Acute 2 H401 Toxic to aquatic life.

- **Label elements:**

- **GHS label elements**

The product is classified and labeled according to the Globally Harmonized System (GHS).

- **Hazard pictograms:**



GHS07

- **Signal word:** Warning

- **Hazard-determining components of labeling:**

Activated Sewage Sludge (biosolids, dried microbes)  
 Calcium Carbonate

- **Hazard statements:**

Causes skin irritation.  
 Causes serious eye irritation.  
 May cause respiratory irritation.  
 Toxic to aquatic life.

- **Precautionary statements:**

Avoid breathing dust/fume/gas/mist/vapors/spray.  
 Use only outdoors or in a well-ventilated area.  
 Wear protective gloves.  
 Wear eye protection / face protection.  
 Avoid release to the environment.  
 Wash thoroughly after handling.

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**Safety Data Sheet (SDS)**

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**Trade name: Milorganite® 6-4-0 Fertilizer**

If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.

Specific treatment (see supplementary first aid instructions on this Safety Data Sheet).

IF INHALED: Remove person to fresh air and keep comfortable for breathing.

Call a POISON CENTER/doctor if you feel unwell.

If skin irritation occurs: Get medical advice/attention.

If eye irritation persists: Get medical advice/attention.

IF ON SKIN: Wash with plenty of water.

Take off contaminated clothing and wash it before reuse.

Store locked up.

Store in a well-ventilated place. Keep container tightly closed.

Dispose of contents/container in accordance with local/regional/national/international regulations.

· **Classification system:**

· **NFPA ratings (scale 0 - 4)**



· **HMS-ratings (scale 0 - 4)**

HEALTH	1	Health = 1
FIRE	0	Fire = 0
REACTIVITY	0	Reactivity = 0

· **Hazard(s) not otherwise classified (HNOC):** None known

### \* 3 Composition/Information on Ingredients

· **Chemical characterization: Mixtures**

· **Description:** Mixture of substances listed below with non-hazardous additions.

· **Dangerous Components:**

8049-99-8	Activated Sewage Sludge (biosolids, dried microbes)	100%
	⚠ Skin Irrit. 2, H315; STOT SE 3, H335; Eye Irrit. 2B, H320; Aquatic Acute 2, H401	

· **Additional information:**

Trace metals and volatile organics can be detected in quantities less than 1.0%, most less than 0.1%. These components and pathogenic agents are of a low quantity to allow this product to meet US EPA 40CFR Part 503 Class A Exceptional Quality biosolid requirements.

### \* 4 First-Aid Measures

· **Description of first aid measures:**

· **After inhalation:** Remove affected person to fresh air. Seek medical attention if symptoms persist.

· **After skin contact:** Immediately wash with water and soap and rinse thoroughly.

· **After eye contact:**

Remove contact lenses at once. Rinse opened eye under running water for at least 15 minutes. If irritation persists, seek medical attention.

· **After swallowing:** If suffering gastrointestinal discomfort, treat symptomatically.

· **Information for doctor:**

· **Most important symptoms and effects, both acute and delayed:**

Asthmatics exposed to excessive dusts may have trouble breathing.

· **Indication of any immediate medical attention and special treatment needed:**

No further relevant information available.

(Contd. on page 3)

## Safety Data Sheet (SDS)

OSHA HazCom Standard 29 CFR 1910.1200(g) and GHS Rev 03.

Issue date 10/26/2015

Reviewed on 10/26/2015

Trade name: **Milorganite® 6-4-0 Fertilizer**

### \* 5 Fire-Fighting Measures

- **Extinguishing media:**
- **Suitable extinguishing agents:**  
CO<sub>2</sub>, extinguishing powder or water spray. Fight larger fires with water spray or alcohol resistant foam.
- **Special hazards arising from the substance or mixture:**  
At high temperatures, this type of fertilizer can give off undefined fumes. Fine dust dispersion in air may form an explosive mixture. Bulk wetted material may generate heat upon storage. Use of TEFC electrical equipment is advised to aid in control of dust-caused explosions. Control fugitive dust at its' source by containment or treating Milorganite with a dust suppressant.
- **Advice for firefighters:**  
Do not breathe fumes. Prevent runoff from entering drains, sewers or any body of water. Becomes slippery when wet, guard against falls.
- **Protective equipment:**  
As in any fire, wear self-contained breathing apparatus pressure-demand (NIOSH approved or equivalent) and full protective gear to prevent contact with skin and eyes.

### \* 6 Accidental Release Measures

- **Personal precautions, protective equipment and emergency procedures:** Not required.
- **Environmental precautions:** Do not allow to enter sewers/ surface or ground water.
- **Methods and material for containment and cleaning up:**  
Sweep, vacuum or shovel material into labeled container. If at all possible, reuse product. Ensure that disposal is in compliance with local, state or federal regulations.
- **Reference to other sections:**  
See Section 7 for information on safe handling.  
See Section 8 for information on personal protection equipment.  
See Section 13 for disposal information.

### \* 7 Handling and Storage

- **Handling**
- **Precautions for safe handling:**  
Avoid breathing dust. Wash after handling. Do not contaminate water by disposal of equipment washwaters. Do not allow to become wet during storage.
- **Information about protection against explosions and fires:** No special measures required.
- **Conditions for safe storage, including any incompatibilities:**
- **Storage**
- **Requirements to be met by storerooms and receptacles:**  
Store in the original container.  
Store in a cool, dry area out of reach of children and animals. Keep dry. Bulk wetted material may generate heat upon storage.
- **Information about storage in one common storage facility:** Not required.
- **Further information about storage conditions:**  
Some coprophagic canines (fecal eating dogs) may be attracted by the odor of biosolids, transfer their fecal attraction to Milorganite® 5-2-0 fertilizer, rip open bags in storage and over eat. A dog may be sick for 24 to 48 hours, beginning with vomiting that can lead to dehydration, incontinence (stiffness in the hind legs), atrophy, depression, and black stools due to the high carbon content of Milorganite® 5-2-0. In most cases, symptomatic care prescribed by a veterinarian will relieve these symptoms.
- **Specific end use(s):** No further relevant information available.

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## Safety Data Sheet (SDS)

OSHA HazCom Standard 29 CFR 1910.1200(g) and GHS Rev 03.

Issue date 10/26/2015

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Trade name: Milorganite® 6-4-0 Fertilizer

### \* 8 Exposure Controls/Personal Protection

- **Additional information about design of technical systems:** No further data; see section 7.
- **Control parameters:**
- **Components with occupational exposure limits:**  
The product does not contain any relevant quantities of materials with critical values that have to be monitored at the workplace.
- **Additional information:** The lists that were valid during the creation of this SDS were used as basis.
- **Exposure controls:**  
Provide general ventilation in processing and storage. Provide local exhaust if necessary to reduce dust levels below acceptable limits.
- **Personal protective equipment:**
- **General protective and hygienic measures:**  
Keep away from foodstuffs, beverages and feed.  
Immediately remove all soiled and contaminated clothing and wash before reuse.  
Wash hands before breaks and at the end of work.  
Avoid contact with the eyes and skin.
- **Breathing equipment:** Not required.
- **Protection of hands:**



Protective gloves

- **Eye protection:**



Tightly sealed goggles

### \* 9 Physical and Chemical Properties

- **Information on basic physical and chemical properties**
- **General Information**
- **Appearance:**

<b>Form:</b>	Granulate
<b>Color:</b>	Dark
<b>Odor:</b>	Earthy
<b>Odor threshold:</b>	Not determined.
<b>pH-value:</b>	Slightly acidic (9 parts water to 1 part Milorganite)
- **Change in condition**

<b>Melting point/Melting range:</b>	Not determined.
<b>Boiling point/Boiling range:</b>	Not determined.
- **Flash point:** None
- **Flammability (solid, gaseous):** Not determined.
- **Ignition temperature:**

<b>Decomposition temperature:</b>	Not determined.
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**Safety Data Sheet (SDS)**

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Issue date 10/26/2015

Reviewed on 10/26/2015

**Trade name: Milorganite® 6-4-0 Fertilizer**

- **Auto igniting:** Product is not self-igniting.
- **Danger of explosion:** Product does not present an explosion hazard.
- **Explosion limits:**
  - **Lower:** Not determined.
  - **Upper:** Not determined.
- **Vapor pressure:** Not applicable.
- **Density:**
  - **Relative density:** Not determined.
  - **Vapor density:** Not applicable.
  - **Evaporation rate:** Not applicable.
- **Solubility in / Miscibility with:**
  - **Water:** Slightly soluble.
- **Partition coefficient (n-octanol/water):** Not determined.
- **Viscosity:**
  - **Dynamic:** Not applicable.
  - **Kinematic:** Not applicable.
- **Other information:** Bulk Density: 50-51 lbs/ft<sup>3</sup>

**\* 10 Stability and Reactivity**

- **Reactivity:** No further relevant information available.
- **Chemical stability:** Stable under normal conditions.
- **Thermal decomposition / conditions to be avoided:** No decomposition if used according to specifications.
- **Possibility of hazardous reactions:** No dangerous reactions known.
- **Conditions to avoid:** Excessive heat; absorbs moisture in highly humid areas.
- **Incompatible materials:** Strong acids, alkalis and oxidizing agents.
- **Hazardous decomposition products:**  
Expected to emit the same types of toxic smoke as would be released during combustion of other organic materials.

**\* 11 Toxicological Information**

- **Information on toxicological effects:**
  - **Acute toxicity:**
  - **Primary irritant effect:**
  - **On the skin:** Irritant to skin and mucous membranes.
  - **On the eye:**  
Irritating effect.  
Causes serious eye irritation.
  - **Additional toxicological information:**  
As a recycled product made by a municipal water reclamation facility, biosolids have the potential to contain various pollutants. The U.S. Environmental Protection Agency has extensively analyzed the risk from these pollutants. These analyses have considered over 400 compounds, including metals, volatile and semi-volatile organic compounds, pesticides, furans, dioxins, polychlorinated biphenyls, and polybrominated diphenyl ethers. These analyses have concluded that only metals present significant risks at the levels likely to be found in biosolids. In response, the U.S. Environmental Protection Agency has established limits for nine metals (40 CFR 503.13(b)). Metals concentrations in Milorganite® are consistently far below the applicable limits (40 CFR 503.13(b)(1)Table3).

In biosolids, pathogens may present a risk. In response, the U.S. Environmental Protection Agency has

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**Safety Data Sheet (SDS)**

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**Trade name: Milorganite® 6-4-0 Fertilizer**

established pathogen limits. To destroy pathogens, Milorganite® is heated to 176° F and dried to a moisture content of less than 10%, which ensures compliance with the applicable limits (40 CFR 503.32(a)(7)).

· **Carcinogenic categories:**· **IARC (International Agency for Research on Cancer):**

None of the ingredients are listed.

· **NTP (National Toxicology Program):**

None of the ingredients are listed.

· **OSHA-Ca (Occupational Safety & Health Administration):**

None of the ingredients are listed.

**\* 12 Ecological Information**· **Toxicity:**· **Aquatic toxicity:** No further relevant information available.· **Persistence and degradability:** No further relevant information available.· **Behavior in environmental systems:**· **Bioaccumulative potential:** No further relevant information available.· **Mobility in soil:** No further relevant information available.· **Additional ecological information:**· **General notes:**

Do not allow product to reach ground water, water course or sewage system.

Harmful to aquatic organisms

· **Results of PBT and vPvB assessment:**· **PBT:** Not applicable.· **vPvB:** Not applicable.· **Other adverse effects:** No further relevant information available.**\* 13 Disposal Considerations**· **Waste treatment methods:**· **Recommendation:**

Sweep, vacuum or shovel material into labeled container. If at all possible, reuse product. Material is a fertilizer and should be used as such. Keep out of any body of water. Ensure that disposal is in compliance with local, state or federal regulations. Bulk wetted material may generate heat upon storage.

· **Uncleaned packagings:**· **Recommendation:** Disposal must be made according to official regulations.**\* 14 Transport Information**· **UN-Number:**· **DOT, ADR, ADN, IMDG, IATA**

Non-Regulated Material

· **UN proper shipping name:**· **DOT, ADR, ADN, IMDG, IATA**

Non-Regulated Material

· **Transport hazard class(es):**· **DOT, ADR, ADN, IMDG, IATA**· **Class:**

Non-Regulated Material

· **Packing group:**· **DOT, ADR, IMDG, IATA**

Non-Regulated Material

· **Environmental hazards:**

Not applicable.

· **Special precautions for user:**

Not applicable.

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**Safety Data Sheet (SDS)**

OSHA HazCom Standard 29 CFR 1910.1200(g) and GHS Rev 03.

Issue date 10/26/2015

Reviewed on 10/26/2015

**Trade name: Milorganite® 6-4-0 Fertilizer**

- **Transport in bulk according to Annex II of MARPOL73/78 and the IBC Code:** Not applicable.
- **UN "Model Regulation":** Non-Regulated Material

**\* 15 Regulatory Information**

- **Safety, health and environmental regulations/legislation specific for the substance or mixture:**
- **SARA (Superfund Amendments and Reauthorization):**

- **Section 355 (extremely hazardous substances):**

None of the ingredients are listed.

- **Section 313 (Specific toxic chemical listings):**

None of the ingredients are listed.

- **TSCA (Toxic Substances Control Act):**

7705-08-0 iron trichloride

10028-22-5 diiron tris(sulphate)

471-34-1 Calcium Carbonate

7732-18-5 Water, distilled water, deionized water

- **California Proposition 65:**

- **Chemicals known to cause cancer:**

None of the ingredients are listed.

- **Chemicals known to cause reproductive toxicity for females:**

None of the ingredients are listed.

- **Chemicals known to cause reproductive toxicity for males:**

None of the ingredients are listed.

- **Chemicals known to cause developmental toxicity:**

None of the ingredients are listed.

- **Carcinogenic categories:**

- **EPA (Environmental Protection Agency):**

None of the ingredients are listed.

- **TLV (Threshold Limit Value established by ACGIH):**

None of the ingredients are listed.

- **NIOSH-Ca (National Institute for Occupational Safety and Health):**

None of the ingredients are listed.

- **GHS label elements**

The product is classified and labeled according to the Globally Harmonized System (GHS).

- **Hazard pictograms:**



GHS07

- **Signal word:** Warning

- **Hazard-determining components of labeling:**

Activated Sewage Sludge (biosolids, dried microbes)

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**Safety Data Sheet (SDS)**

OSHA HazCom Standard 29 CFR 1910.1200(g) and GHS Rev 03.

Issue date 10/26/2015

Reviewed on 10/26/2015

**Trade name: Milorganite® 6-4-0 Fertilizer**

Calcium Carbonate

**· Hazard statements:**

Causes skin irritation.

Causes serious eye irritation.

May cause respiratory irritation.

Toxic to aquatic life.

**· Precautionary statements:**

Avoid breathing dust/fume/gas/mist/vapors/spray.

Use only outdoors or in a well-ventilated area.

Wear protective gloves.

Wear eye protection / face protection.

Avoid release to the environment.

Wash thoroughly after handling.

If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do.

Continue rinsing.

Specific treatment (see supplementary first aid instructions on this Safety Data Sheet).

IF INHALED: Remove person to fresh air and keep comfortable for breathing.

Call a POISON CENTER/doctor if you feel unwell.

If skin irritation occurs: Get medical advice/attention.

If eye irritation persists: Get medical advice/attention.

IF ON SKIN: Wash with plenty of water.

Take off contaminated clothing and wash it before reuse.

Store locked up.

Store in a well-ventilated place. Keep container tightly closed.

Dispose of contents/container in accordance with local/regional/national/international regulations.

**· National regulations:**

The product is subject to be classified according with the latest version of the regulations on hazardous substances.

**· State Right to Know:**

8049-99-8 Activated Sewage Sludge (biosolids, dried microbes)

100%

⚠ Skin Irrit. 2, H315; STOT SE 3, H335; Eye Irrit. 2B, H320; Aquatic Acute 2, H401

All ingredients are listed.

**· Chemical safety assessment:** A Chemical Safety Assessment has not been carried out.**16 Other Information**

The information and recommendations in this safety data sheet are, to the best of our knowledge, accurate as of the date of issue. Nothing herein shall be deemed to create warranty, expressed or implied, and shall not establish a legally valid contractual relationship. It is the responsibility of the user to determine applicability of this information and the suitability of the material or product for any particular purpose.

**· Date of preparation / last revision:** 10/26/2015 / 8**· Abbreviations and acronyms:**

ADR: The European Agreement concerning the International Carriage of Dangerous Goods by Road

ADN: The European Agreement concerning the International Carriage of Dangerous Goods by Inland Waterways

IMDG: International Maritime Code for Dangerous Goods

DOT: US Department of Transportation

IATA: International Air Transport Association

ACGIH: American Conference of Governmental Industrial Hygienists

EINECS: European Inventory of Existing Commercial Chemical Substances

ELINCS: European List of Notified Chemical Substances

CAS: Chemical Abstracts Service (division of the American Chemical Society)

NFPA: National Fire Protection Association (USA)

HMIS: Hazardous Materials Identification System (USA)

PBT: Persistent, Bioaccumulative and Toxic

vPvB: very Persistent and very Bioaccumulative

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## Safety Data Sheet (SDS)

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Reviewed on 10/26/2015

### Trade name: **Milorganite® 6-4-0 Fertilizer**

Skin Irrit. 2: Skin corrosion/irritation, Hazard Category 2

Eye Irrit. 2A: Serious eye damage/eye irritation, Hazard Category 2A

Eye Irrit. 2B: Serious eye damage/eye irritation, Hazard Category 2B

STOT SE 3: Specific target organ toxicity - Single exposure, Hazard Category 3

Aquatic Acute 2: Hazardous to the aquatic environment - AcuteHazard, Category 2

**\* Data compared to the previous version altered.**

SDS created by MSDS Authoring Services [www.msdsauthoring.com](http://www.msdsauthoring.com) +1-877-204-9106

# Best Nitra King 21-2-4-2.0 Fe

## Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

### SECTION 1: Identification

#### 1.1. Identification

Product form : Mixture  
 Product name : Best Nitra King 21-2-4-2.0 Fe  
 Product code : M827857

#### 1.2. Recommended use and restrictions on use

No additional information available

#### 1.3. Supplier

JR Simplot Company  
 P.O. Box 70013  
 Boise, ID 83707  
 T 1-208-336-2110

#### 1.4. Emergency telephone number

Emergency number : CHEMTREC 1-800-424-9300

### SECTION 2: Hazard(s) identification

#### 2.1. Classification of the substance or mixture

##### GHS-US classification

Serious eye damage/eye irritation, Category 2B	H320	Causes eye irritation
Specific target organ toxicity — Single exposure, Category 3, Respiratory tract irritation	H335	May cause respiratory irritation

Full text of H statements : see section 16

#### 2.2. GHS Label elements, including precautionary statements

##### GHS-US labelling

Hazard pictograms (GHS-US) :



Signal word (GHS-US) :

Warning

Hazard statements (GHS-US) :

H320 - Causes eye irritation  
 H335 - May cause respiratory irritation

Precautionary statements (GHS-US) :

P261 - Avoid breathing dust/fume/gas/mist/vapours/spray  
 P271 - Use only outdoors or in a well-ventilated area  
 P304+P340 - If inhaled: Remove person to fresh air and keep comfortable for breathing  
 P305+P351+P338 - If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing  
 P312 - Call a poison center/doctor/... if you feel unwell  
 P337+P313 - If eye irritation persists: Get medical attention  
 P403+P233 - Store in a well-ventilated place. Keep container tightly closed  
 P405 - Store locked up  
 P501 - Dispose of contents/container to ...

#### 2.3. Other hazards which do not result in classification

No additional information available

#### 2.4. Unknown acute toxicity (GHS US)

Not applicable

### SECTION 3: Composition/information on ingredients

#### 3.1. Substance

Not applicable

# Best Nitra King 21-2-4-2.0 Fe

## Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

### 3.2. Mixture

Name	Product identifier	%	GHS-US classification
ASN-26 26-0-0			Eye Irrit. 2B, H320 STOT SE 3, H335
ammonium sulfate	(CAS No) 7783-20-2		Eye Irrit. 2B, H320 STOT SE 3, H335
potassium sulfate	(CAS No) 7778-80-5		Not classified
Monoammonium Phosphate	(CAS No) 7722-76-1		Eye Irrit. 2B, H320 STOT SE 3, H335
Iron Oxysulfate			Eye Irrit. 2B, H320
wax (paraffins- petroleum)	(CAS No) 64771-72-8		Not classified

Full text of hazard classes and H-statements : see section 16

## SECTION 4: First-aid measures

### 4.1. Description of first aid measures

- First-aid measures general : Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show the label where possible).
- First-aid measures after inhalation : Remove person to fresh air and keep comfortable for breathing. Remove victim to fresh air and keep at rest in a position comfortable for breathing. Call a POISON CENTER or doctor/physician if you feel unwell.
- First-aid measures after skin contact : Remove affected clothing and wash all exposed skin area with mild soap and water, followed by warm water rinse. Wash skin with plenty of water.
- First-aid measures after eye contact : IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Rinse eyes with water as a precaution.
- First-aid measures after ingestion : Rinse mouth. Do NOT induce vomiting. Obtain emergency medical attention. Call a poison center or a doctor if you feel unwell.

### 4.2. Most important symptoms and effects (acute and delayed)

- Potential adverse human health effects and symptoms : Based on available data, the classification criteria are not met.
- Symptoms/injuries after inhalation : May cause respiratory irritation.
- Symptoms/injuries after eye contact : Causes eye irritation.

### 4.3. Immediate medical attention and special treatment, if necessary

Treat symptomatically.

## SECTION 5: Fire-fighting measures

### 5.1. Suitable (and unsuitable) extinguishing media

- Suitable extinguishing media : Foam. Dry powder. Carbon dioxide. Water spray. Sand.
- Unsuitable extinguishing media : Do not use a heavy water stream.

### 5.2. Specific hazards arising from the chemical

- Reactivity : The product is non-reactive under normal conditions of use, storage and transport.

### 5.3. Special protective equipment and precautions for fire-fighters

- Firefighting instructions : Use water spray or fog for cooling exposed containers. Exercise caution when fighting any chemical fire. Prevent fire-fighting water from entering environment.
- Protection during firefighting : Do not enter fire area without proper protective equipment, including respiratory protection. Do not attempt to take action without suitable protective equipment. Self-contained breathing apparatus. Complete protective clothing.

## SECTION 6: Accidental release measures

### 6.1. Personal precautions, protective equipment and emergency procedures

#### 6.1.1. For non-emergency personnel

- Emergency procedures : Ventilate spillage area. Evacuate unnecessary personnel.

#### 6.1.2. For emergency responders

- Protective equipment : Do not attempt to take action without suitable protective equipment. Equip cleanup crew with proper protection. For further information refer to section 8: "Exposure controls/personal protection".
- Emergency procedures : Ventilate area.

# Best Nitra King 21-2-4-2.0 Fe

## Safety Data Sheet

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### 6.2. Environmental precautions

Avoid release to the environment. Prevent entry to sewers and public waters. Notify authorities if liquid enters sewers or public waters.

### 6.3. Methods and material for containment and cleaning up

Methods for cleaning up : Recover mechanically the product. On land, sweep or shovel into suitable containers. Minimize generation of dust. Store away from other materials.

Other information : Dispose of materials or solid residues at an authorized site.

### 6.4. Reference to other sections

See Heading 8. Exposure controls and personal protection. For further information refer to section 13.

## SECTION 7: Handling and storage

### 7.1. Precautions for safe handling

Precautions for safe handling : Wear personal protective equipment. Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work. Provide good ventilation in process area to prevent formation of vapour. Avoid breathing dust/fume/gas/mist/vapours/spray. Use only outdoors or in a well-ventilated area.

Hygiene measures : Do not eat, drink or smoke when using this product. Always wash hands after handling the product.

### 7.2. Conditions for safe storage, including any incompatibilities

Storage conditions : Keep only in the original container in a cool, well ventilated place away from : Keep container tightly closed. Store in a well-ventilated place. Keep cool.

Incompatible products : Strong bases. Strong acids.

Incompatible materials : Sources of ignition. Direct sunlight.

## SECTION 8: Exposure controls/personal protection

### 8.1. Control parameters

#### Monoammonium Phosphate (7722-76-1)

Not applicable

#### potassium sulfate (7778-80-5)

Not applicable

#### Iron Oxysulfate

Not applicable

#### wax (paraffins- petroleum) (64771-72-8)

Not applicable

#### ASN-26 26-0-0

Not applicable

#### ammonium sulfate (7783-20-2)

Not applicable

### 8.2. Appropriate engineering controls

Appropriate engineering controls : Ensure good ventilation of the work station.

Environmental exposure controls : Avoid release to the environment.

### 8.3. Individual protection measures/Personal protective equipment

#### Personal protective equipment:

Avoid all unnecessary exposure.

#### Hand protection:

Wear protective gloves

#### Eye protection:

Chemical goggles or safety glasses. Safety glasses

#### Skin and body protection:

Wear suitable protective clothing

# Best Nitra King 21-2-4-2.0 Fe

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### Respiratory protection:

Wear appropriate mask

### Other information:

Do not eat, drink or smoke during use.

## SECTION 9: Physical and chemical properties

### 9.1. Information on basic physical and chemical properties

Physical state	: Solid
Appearance	: Granules.
Colour	: Multi-colored
Odour	: characteristic
Odour threshold	: No data available
pH	: No data available
Melting point	: No data available
Freezing point	: Not applicable
Boiling point	: No data available
Flash point	: Not applicable
Relative evaporation rate (butylacetate=1)	: No data available
Flammability (solid, gas)	: Non flammable.
Vapour pressure	: No data available
Relative vapour density at 20 °C	: No data available
Relative density	: Not applicable
Solubility	: Soluble.
Log Pow	: No data available
Auto-ignition temperature	: Not applicable
Decomposition temperature	: No data available
Viscosity, kinematic	: Not applicable
Viscosity, dynamic	: No data available
Explosive limits	: Not applicable
Explosive properties	: No data available
Oxidising properties	: No data available

### 9.2. Other information

No additional information available

## SECTION 10: Stability and reactivity

### 10.1. Reactivity

The product is non-reactive under normal conditions of use, storage and transport.

### 10.2. Chemical stability

Not established.

### 10.3. Possibility of hazardous reactions

Not established.

### 10.4. Conditions to avoid

Direct sunlight. Extremely high or low temperatures.

### 10.5. Incompatible materials

Strong acids. Strong bases.

### 10.6. Hazardous decomposition products

fume. Carbon monoxide. Carbon dioxide.

## SECTION 11: Toxicological information

### 11.1. Information on toxicological effects

Acute toxicity : Not classified

# Best Nitra King 21-2-4-2.0 Fe

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<b>Monoammonium Phosphate (7722-76-1)</b>	
LD50 oral rat	5750 mg/kg (Rat)
LD50 dermal rat	> mg/kg
LD50 dermal rabbit	> 7940 mg/kg (Rabbit)
ATE US (oral)	5750 mg/kg bodyweight

<b>potassium sulfate (7778-80-5)</b>	
LD50 oral rat	6600 mg/kg (Rat)
ATE US (oral)	6600 mg/kg bodyweight

<b>wax (paraffins- petroleum) (64771-72-8)</b>	
LD50 oral rat	> 5000 mg/kg (Rat)
LD50 dermal rabbit	> 2000 mg/kg (Rabbit)

<b>ammonium sulfate (7783-20-2)</b>	
LD50 oral rat	2840 mg/kg (Rat)
LD50 dermal rat	> 2000 mg/kg
ATE US (oral)	2840 mg/kg bodyweight

Skin corrosion/irritation	: Not classified
Serious eye damage/irritation	: Causes eye irritation.
Respiratory or skin sensitisation	: Not classified
Germ cell mutagenicity	: Not classified
Carcinogenicity	: Not classified

Reproductive toxicity	: Not classified
Specific target organ toxicity (single exposure)	: May cause respiratory irritation.

Specific target organ toxicity (repeated exposure)	: Not classified
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Aspiration hazard	: Not classified
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Potential adverse human health effects and symptoms	: Based on available data, the classification criteria are not met.
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Symptoms/injuries after inhalation	: May cause respiratory irritation.
------------------------------------	-------------------------------------

Symptoms/injuries after eye contact	: Causes eye irritation.
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## SECTION 12: Ecological information

### 12.1. Toxicity

Ecology - general	: The product is not considered harmful to aquatic organisms or to cause long-term adverse effects in the environment.
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<b>Monoammonium Phosphate (7722-76-1)</b>	
LC50 fish 1	155 ppm (96 h; Pimephales promelas)

<b>potassium sulfate (7778-80-5)</b>	
LC50 fish 1	1692.4 mg/l (96 h; Alburnus alburnus)
LC50 other aquatic organisms 1	> 1000 mg/l (96 h)
EC50 Daphnia 1	890 mg/l (48 h; Daphnia magna; Static system)
LC50 fish 2	653 - 796 mg/l (96 h; Lepomis macrochirus)
EC50 Daphnia 2	1180 mg/l (96 h; Crustacea)
TLM fish 1	3550 ppm (96 h; Lepomis sp.)
Threshold limit other aquatic organisms 1	> 1000 mg/l (96 h)
Threshold limit algae 1	2900 mg/l (72 h; Scenedesmus subspicatus)

<b>ammonium sulfate (7783-20-2)</b>	
LC50 fish 1	126 mg/l (96 h; Poecilia reticulata)
EC50 Daphnia 1	202 mg/l (96 h; Daphnia magna)

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<b>ammonium sulfate (7783-20-2)</b>	
LC50 fish 2	250 - 480 mg/l (96 h; Brachydanio rerio)
EC50 Daphnia 2	433 mg/l (50 h; Daphnia magna)
TLM fish 1	1290 ppm (96 h; Gambusia affinis)

### 12.2. Persistence and degradability

<b>Best Nitra King 21-2-4-2.0 Fe</b>	
Persistence and degradability	Not established.
<b>Monoammonium Phosphate (7722-76-1)</b>	
Persistence and degradability	Biodegradability in water: no data available. Not established.
<b>potassium sulfate (7778-80-5)</b>	
Persistence and degradability	Biodegradability: not applicable. Not established.
Biochemical oxygen demand (BOD)	Not applicable
Chemical oxygen demand (COD)	Not applicable
ThOD	Not applicable
BOD (% of ThOD)	Not applicable
<b>Iron Oxysulfate</b>	
Persistence and degradability	Not established.
<b>wax (paraffins- petroleum) (64771-72-8)</b>	
Persistence and degradability	Readily biodegradable in water.
<b>ASN-26 26-0-0</b>	
Persistence and degradability	Not established.
<b>ammonium sulfate (7783-20-2)</b>	
Persistence and degradability	Biodegradability in water: no data available. Not established.

### 12.3. Bioaccumulative potential

<b>Best Nitra King 21-2-4-2.0 Fe</b>	
Bioaccumulative potential	Not established.
<b>Monoammonium Phosphate (7722-76-1)</b>	
Bioaccumulative potential	Not bioaccumulative. Not established.
<b>potassium sulfate (7778-80-5)</b>	
Bioaccumulative potential	Not bioaccumulative. Not established.
<b>Iron Oxysulfate</b>	
Bioaccumulative potential	Not established.
<b>wax (paraffins- petroleum) (64771-72-8)</b>	
Bioaccumulative potential	No bioaccumulation data available.
<b>ASN-26 26-0-0</b>	
Bioaccumulative potential	Not established.
<b>ammonium sulfate (7783-20-2)</b>	
Log Pow	-5.1
Bioaccumulative potential	Bioaccumulation: not applicable. Not established.

### 12.4. Mobility in soil

No additional information available

### 12.5. Other adverse effects

Effect on the global warming : No known effects from this product.  
 GWPmix comment : No known effects from this product.

Other information : Avoid release to the environment.

# Best Nitra King 21-2-4-2.0 Fe

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### SECTION 13: Disposal considerations

#### 13.1. Disposal methods

- Waste treatment methods : Dispose of contents/container in accordance with licensed collector's sorting instructions.  
 Product/Packaging disposal recommendations : Dispose in a safe manner in accordance with local/national regulations.  
 Ecology - waste materials : Avoid release to the environment.

### SECTION 14: Transport information

#### Department of Transportation (DOT)

In accordance with DOT

Other information : No supplementary information available.

TDG

Transport by sea

Air transport

### SECTION 15: Regulatory information

#### 15.1. US Federal regulations

All components of this product are listed, or excluded from listing, on the United States Environmental Protection Agency Toxic Substances Control Act (TSCA) inventory except for:

Iron Oxysulfate	CAS No	%
wax (paraffins- petroleum)	CAS No 64771-72-8	%
ASN-26 26-0-0	CAS No	%

#### 15.2. International regulations

##### CANADA

No additional information available

##### EU-Regulations

No additional information available

##### National regulations

No additional information available

#### 15.3. US State regulations

California Proposition 65 - This product does not contain any substances known to the state of California to cause cancer, developmental and/or reproductive harm

### SECTION 16: Other information

Other information : None.

Full text of H-statements:

H320	Causes eye irritation
H335	May cause respiratory irritation

# Best Nitra King 21-2-4-2.0 Fe

## Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

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SDS US (GHS HazCom 2012)

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# Soil Buster®



## A Homogeneous Pelletized "Dust-Free" 100% Gypsum Equivalent

### GUARANTEED ANALYSIS:

Gypsum Equivalent .....	100.00%
Calcium (Ca) .....	23.28%
Sulfur (S) .....	18.62%

Derived from Mined Anhydrite Calcium Sulfate and Hydrated Calcium Sulfate.



### KEEP OUT OF REACH OF CHILDREN

### WARNING

CAUSES EYE IRRITATION. MAY CAUSE RESPIRATORY IRRITATION.

**PRECAUTIONARY STATEMENTS:** Avoid breathing dust. Wash thoroughly after handling. Use only outdoors or in a well-ventilated area. Call a poison control center / doctor if you feel unwell.

**FIRST AID: IF INHALED** Remove person to fresh air and keep comfortable for breathing. **IF IN EYES** Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation persists get medical advice / attention.

**STORAGE AND DISPOSAL: STORAGE** Store in a well-ventilated place. Keep container tightly closed. Store locked up. **DISPOSAL** Dispose of contents / container in accordance with all local, state, and federal regulations.

### BENEFITS: SOIL BUSTER

- A clean free-flowing pelletized calcium sulfate that helps condition the soil.
- Helps reclaim sodic soils.

### APPLICATION RATES:

	Pounds of Actual Gypsum Applied per 1,000 Sq. Ft.	Pounds of BEST Soil Buster to Apply per 1,000 Sq. Ft.	Pounds of BEST Soil Buster to Apply per Acre
Turfgrass:	10 .....	10 .....	436
<i>*Recommended Rate</i>	20* .....	20* .....	871*
Apply every 5 to 6 weeks	30 .....	30 .....	1,307
	40 .....	40 .....	1,742

**DICHONDRA:** Apply 10 lbs. per 1,000 sq. ft.

**PREPLANT:** Broadcast 40 lbs. per 1,000 sq. ft. before seeding or sodding. Cultivate into the top 4 to 6 inches of soil.

**VEGETABLES & FLOWERS:** Apply 20 lbs. per 1,000 sq. ft. and cultivate into the soil.

**PREPLANT for GARDENS:** Apply 40 lbs. per 1,000 sq. ft. and cultivate into the soil.

**ROSES & OTHER SHRUBS:** Sprinkle ½ to 1 b. around each bush in Spring and Fall.

**COMPOST PILES:** Apply 1 lb. to each wheelbarrow of clippings.

NOTE: Liquid measuring cups are very close in estimating the weight of dry granular fertilizers. Example: an 8 oz. (1 cup) measuring cup holds approximately 8 oz. (½ lb.) of dry granular fertilizer.

### PRODUCT COVERAGE:

ONE 50-LB. BAG COVERS 2,500 SQ. FT.

17½ 50-LB. BAGS COVER ONE ACRE.

Based on the Recommended Turfgrass Rate

### SPREADER SETTINGS:

Listed Settings Will Apply Approximately the Recommended Rate.

BEST® Pro .....	8½B
Spyker / BEST® Models 34, 44, 64 .....	7.5
Cyclone Model B .....	7.4
Scotts R-8A .....	S+
Earthway .....	25
Lesco .....	P
Lely 1,250 .....	8½

Rates are for spreading one time across in one direction



SGN 250

NOTE: Spreader settings are guidelines only. Spreaders should be checked for accuracy.

### APPLICATION PRECAUTIONS:

- Avoid application in moderate to high wind conditions to prevent drift and uneven distribution of fertilizer.
- Keep away from pools, ponds, etc. Do not contaminate potable water.
- APPLY TO DRY TURF OR FOLIAGE AND IRRIGATE THOROUGHLY IMMEDIATELY AFTER APPLICATION.
- Do not apply to moist or wet turf.
- Do not over apply.
- If spreader settings are not listed for your spreader, or if your spreader is not in good working order, use discretion to establish an accurate spreader setting.
- Avoid exceeding 50 lbs. per 1,000 sq. ft. at one time on turf, as higher rates may cake on the thatch.

THE PARTICLES IN THIS PRODUCT FLOW VERY EASILY AND QUICKLY. CAUTION SHOULD BE USED TO ELIMINATE OVER APPLICATION.

### PACKAGE SIZE:

50 LB. (22.68 Kg.) BAGS

Warning: This product contains a chemical known to the State of California to cause cancer, birth defects or other reproductive harm. Proposition 65, the Safe Drinking Water and Toxic Enforcement Act of 1986, requires notification of potential exposure to substances identified by the State of California as causing cancer, birth defects or other reproductive harm.

Information regarding the contents and levels of metals in the product is available on the internet at <http://www.regulatory-info-jr.com>

DISCLAIMER OF WARRANTIES: Seller warrants that the composition of this product conforms to the description given on this label. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. Timing, rate and method of application, weather and crop conditions, mixtures not specifically recommended on this label or an accompanying written recommendation, are beyond the control of the seller. Buyer assumes all risks of use, storage and handling of this material not in strict accordance with directions given herewith. Buyer further agrees, in the event of damages arising from the use of this product to accept a replacement of the product or a refund of the purchase price of the product, at buyer's option, as full discharge of seller's liability. No one is authorized to make any other warranty, guarantee or directions concerning this product, and no such warranties, guarantees or directions shall be valid or binding upon seller.

BEST® is a registered trademark of J.R. Simplot Company.

ITEM# 74066\_GHS\_R9-4-2014



J.R. Simplot Company  
Professional Products  
P.O. Box 198 • Lathrop, CA 95330 • (208)336-2110



Customer Service 800-992-6066



## SAFETY DATA SHEET

MERIT

## SECTION 1. PRODUCT AND COMPANY IDENTIFICATION

Product name : MERIT

Other means of identification : Not applicable

Recommended use : Manual Warewashing Detergent

Restrictions on use : Reserved for industrial and professional use.

Product dilution information : 0,11 % - 0,27 %

Company : ECOLAB Química Ltda.  
Avenida Gupe, 10933  
Jd. Belval - Barueri – SP, Brazil Cep.: 06422-120  
0800 704 1409  
sac.brasil@ecolab.com

Emergency telephone : 0800 701 0450 (Planitox) – Medical Emergency.  
0800 118270 (ABIQUIM / PRQUIMICA)

Issuing date : 10.04.2018

## SECTION 2. HAZARDS IDENTIFICATION

## GHS Classification

## Product AS SOLD

Corrosive to Metals : Category 1

Acute toxicity (Oral) : Category 5

Skin corrosion : Category 1

Serious eye damage : Category 1

Acute aquatic toxicity : Category 3

Chronic aquatic toxicity : Category 3

## Product AT USE DILUTION

Skin corrosion : Category 1

Serious eye damage : Category 1

## GHS label elements

## Product AS SOLD

Hazard pictograms



Signal Word : Danger

Hazard Statements : May be corrosive to metals.  
May be harmful if swallowed.  
Causes severe skin burns and eye damage.  
Harmful to aquatic life with long lasting effects.

Precautionary Statements : **Prevention:**  
Keep only in original container. Do not breathe dusts or mists. Wash skin thoroughly after handling. Avoid release to the environment. Wear protective gloves/ protective clothing/ eye protection/ face protection.

## SAFETY DATA SHEET

## MERIT

**Response:**

IF SWALLOWED: Rinse mouth. Do NOT induce vomiting. IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. IF INHALED: Remove person to fresh air and keep comfortable for breathing. Immediately call a POISON CENTER/doctor. IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER/doctor. Wash contaminated clothing before reuse.

**Product AT USE DILUTION**

Hazard pictograms :



Signal Word :

Danger

Hazard Statements :

Causes severe skin burns and eye damage.

Precautionary Statements :

**Prevention:**

Wash skin thoroughly after handling. Wear protective gloves/ protective clothing/ eye protection/ face protection.

**Response:**

IF SWALLOWED: Rinse mouth. Do NOT induce vomiting. IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. IF INHALED: Remove person to fresh air and keep comfortable for breathing. Immediately call a POISON CENTER/doctor. IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER/doctor. Wash contaminated clothing before reuse.

**Storage:**

Store locked up.

**Disposal:**

Dispose of contents/ container to an approved waste disposal plant.

**Product AS SOLD**

Other hazards :

Mixing this product with acid or ammonia releases chlorine gas.

**SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS****Product AS SOLD**

Pure substance/mixture :

Mixture

Chemical name	CAS-No.	Concentration (%)
Sodium Carbonate	497-19-8	30 - 60
Sodium hydroxide	1310-73-2	10 - 30
sodium chloride	7647-14-5	10 - 30
triphosphoric acid, pentasodium salt	7758-29-4	5 - 10
Sodium Dichloroisocyanurate	2893-78-9	1 - 5

**Product AT USE DILUTION**

Chemical name

CAS-No.

Concentration (%)

Sodium hydroxide

1310-73-2

&lt; 0,1

**SECTION 4. FIRST AID MEASURES****Product AS SOLD**

## SAFETY DATA SHEET

**MERIT**

In case of eye contact	: Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Get medical attention immediately.
In case of skin contact	: Wash off immediately with plenty of water for at least 15 minutes. Use a mild soap if available. Wash clothing before reuse. Thoroughly clean shoes before reuse. Get medical attention immediately.
If swallowed	: Rinse mouth with water. Do NOT induce vomiting. Never give anything by mouth to an unconscious person. Get medical attention immediately.
If inhaled	: Remove to fresh air. Treat symptomatically. Get medical attention if symptoms occur.
Protection of first-aiders	: If potential for exposure exists refer to Section 8 for specific personal protective equipment.
Notes to physician	: Treat symptomatically.
Most important symptoms and effects, both acute and delayed	: See Section 11 for more detailed information on health effects and symptoms.

**Product AT USE DILUTION**

In case of eye contact	: Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Get medical attention immediately.
In case of skin contact	: Wash off immediately with plenty of water for at least 15 minutes. Use a mild soap if available. Wash clothing before reuse. Thoroughly clean shoes before reuse. Get medical attention immediately.
If swallowed	: Rinse mouth with water. Do NOT induce vomiting. Never give anything by mouth to an unconscious person. Get medical attention immediately.
If inhaled	: Remove to fresh air. Treat symptomatically. Get medical attention if symptoms occur.

**SECTION 5. FIRE-FIGHTING MEASURES****Product AS SOLD**

Suitable extinguishing media	: Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.
Unsuitable extinguishing media	: None known.
Specific hazards during fire fighting	: Not flammable or combustible.
Hazardous combustion products	: Decomposition products may include the following materials: Carbon oxides Nitrogen oxides (NO <sub>x</sub> ) Sulfur oxides Oxides of phosphorus

## SAFETY DATA SHEET

## MERIT

- Special protective equipment for fire-fighters : Use personal protective equipment.
- Specific extinguishing methods : Fire residues and contaminated fire extinguishing water must be disposed of in accordance with local regulations. In the event of fire and/or explosion do not breathe fumes.

## SECTION 6. ACCIDENTAL RELEASE MEASURES

**Product AS SOLD**

- Personal precautions, protective equipment and emergency procedures : Ensure adequate ventilation. Keep people away from and upwind of spill/leak. Avoid inhalation, ingestion and contact with skin and eyes. When workers are facing concentrations above the exposure limit they must use appropriate certified respirators. Ensure clean-up is conducted by trained personnel only. Refer to protective measures listed.
- Environmental precautions : Do not allow contact with soil, surface or ground water.
- Methods and materials for containment and cleaning up : Sweep up and shovel into suitable containers for disposal.

**Product AT USE DILUTION**

- Personal precautions, protective equipment and emergency procedures : Ensure adequate ventilation. Keep people away from and upwind of spill/leak. Avoid inhalation, ingestion and contact with skin and eyes. When workers are facing concentrations above the exposure limit they must use appropriate certified respirators. Ensure clean-up is conducted by trained personnel only. Refer to protective measures listed.
- Environmental precautions : Do not allow contact with soil, surface or ground water.
- Methods and materials for containment and cleaning up : Stop leak if safe to do so. Contain spillage, and then collect with non-combustible absorbent material, (e.g. sand, earth, diatomaceous earth, vermiculite) and place in container for disposal according to local / national regulations (see section 13). Flush away traces with water. For large spills, dike spilled material or otherwise contain material to ensure runoff does not reach a waterway.

## SECTION 7. HANDLING AND STORAGE

**Product AS SOLD**

- Advice on safe handling : Do not ingest. Do not get in eyes, on skin, or on clothing. Do not breathe dust/ fume/ gas/ mist/ vapors/ spray. Use only with adequate ventilation. Wash hands thoroughly after handling. Mixing this product with acid or ammonia releases chlorine gas.
- Conditions for safe storage : Keep out of reach of children. Keep container tightly closed. Store in suitable labeled containers.
- Storage temperature : 0 °C to 40 °C

**Product AT USE DILUTION**

- Advice on safe handling : Do not ingest. Do not get in eyes, on skin, or on clothing. Do not breathe dust/ fume/ gas/ mist/ vapors/ spray. Use only with adequate ventilation. Wash hands thoroughly after handling.
- Conditions for safe storage : Keep out of reach of children. Keep container tightly closed. Store in suitable labeled containers.

## SAFETY DATA SHEET

MERIT

## SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

## Product AS SOLD

## Ingredients with workplace control parameters

Ingredients	CAS-No.	Form of exposure	Permissible concentration	Basis
Sodium hydroxide	1310-73-2	C	2 mg/m <sup>3</sup>	ACGIH
		Ceiling	2 mg/m <sup>3</sup>	NIOSH REL
		TWA	2 mg/m <sup>3</sup>	OSHA Z1

Engineering measures : Effective exhaust ventilation system. Maintain air concentrations below occupational exposure standards.

## Personal protective equipment

Eye protection : Safety goggles  
Face-shield

Hand protection : Recommended preventive skin protection  
Gloves  
Nitrile rubber  
butyl-rubber  
Breakthrough time: 1 – 4 hours  
Consult PPE manufacturer for the appropriate glove thickness (depending on the type of gloves and its intended use).  
  
Gloves should be discarded and replaced if there is any indication of degradation or chemical breakthrough.

Skin protection : Chemical resistant apron

Respiratory protection : Respirator with a half face mask.  
P1 filter

Hygiene measures : Handle in accordance with good industrial hygiene and safety practice. Remove and wash contaminated clothing before re-use. Wash face, hands and any exposed skin thoroughly after handling. Provide suitable facilities for quick drenching or flushing of the eyes and body in case of contact or splash hazard.

## Product AT USE DILUTION

Engineering measures : Effective exhaust ventilation system. Maintain air concentrations below occupational exposure standards.

## Personal protective equipment

Eye protection : Safety goggles  
Face-shield

Hand protection : Recommended preventive skin protection  
Gloves  
Nitrile rubber  
butyl-rubber  
Breakthrough time: 1 – 4 hours  
Consult PPE manufacturer for the appropriate glove thickness (depending on the type of gloves and its intended use).

## SAFETY DATA SHEET

## MERIT

Gloves should be discarded and replaced if there is any indication of degradation or chemical breakthrough.

Skin protection : Chemical resistant apron

Respiratory protection : No special protective equipment required.

## SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

	Product AS SOLD	Product AT USE DILUTION
Appearance	: granular	liquid
Color	: opaque, white	colorless
Odor	: Chlorine	Chlorine
pH	: 11,5 - 13,5, (1 %)	11,8 - 12,3
Flash point	: Not applicable, Does not sustain combustion.	
Odor Threshold	: No data available	
Melting point/freezing point	: No data available	
Initial boiling point and boiling range	: No data available	
Evaporation rate	: No data available	
Flammability (solid, gas)	: No data available	
Upper explosion limit	: No data available	
Lower explosion limit	: No data available	
Vapor pressure	: No data available	
Relative vapor density	: No data available	
Relative density	: No data available	
Water solubility	: soluble	
Solubility in other solvents	: No data available	
Partition coefficient: n-octanol/water	: No data available	
Autoignition temperature	: No data available	
Thermal decomposition	: No data available	
Viscosity, kinematic	: No data available	
Explosive properties	: No data available	
Oxidizing properties	: No data available	
Molecular weight	: No data available	
VOC	: No data available	

## SECTION 10. STABILITY AND REACTIVITY

## Product AS SOLD

Chemical stability : Stable under normal conditions.

Possibility of hazardous reactions : Mixing this product with acid or ammonia releases chlorine gas.

## SAFETY DATA SHEET

## MERIT

Conditions to avoid	: None known.
Incompatible materials	: None known.
Hazardous decomposition products	: Decomposition products may include the following materials: Carbon oxides Nitrogen oxides (NO <sub>x</sub> ) Sulfur oxides Oxides of phosphorus

## SECTION 11. TOXICOLOGICAL INFORMATION

Information on likely routes of exposure : Eye contact, Skin contact

## Potential Health Effects

## Product AS SOLD

Eyes	: Causes serious eye damage.
Skin	: Causes severe skin burns.
Ingestion	: May be harmful if swallowed. Causes digestive tract burns.
Inhalation	: May cause nose, throat, and lung irritation.
Chronic Exposure	: Health injuries are not known or expected under normal use.

## Product AT USE DILUTION

Eyes	: Causes serious eye damage.
Skin	: Causes severe skin burns.
Ingestion	: Causes digestive tract burns.
Inhalation	: May cause nose, throat, and lung irritation.
Chronic Exposure	: Health injuries are not known or expected under normal use.

## Experience with human exposure

## Product AS SOLD

Eye contact	: Redness, Pain, Corrosion
Skin contact	: Redness, Pain, Corrosion
Ingestion	: Corrosion, Abdominal pain
Inhalation	: Respiratory irritation, Cough

## Product AT USE DILUTION

Eye contact	: Redness, Pain, Corrosion
Skin contact	: Redness, Pain, Corrosion
Ingestion	: Corrosion, Abdominal pain
Inhalation	: Respiratory irritation, Cough

## SAFETY DATA SHEET

## MERIT

## Toxicity

**Product AS SOLD  
Product**

Acute oral toxicity	: Acute toxicity estimate : 4.256 mg/kg
Acute inhalation toxicity	: No data available
Acute dermal toxicity	: No data available
Skin corrosion/irritation	: No data available
Serious eye damage/eye irritation	: No data available
Respiratory or skin sensitization	: No data available
Carcinogenicity	: No data available
Reproductive effects	: No data available
Germ cell mutagenicity	: No data available
Teratogenicity	: No data available
STOT-single exposure	: No data available
STOT-repeated exposure	: No data available
Aspiration toxicity	: No data available

**Ingredients**

Acute dermal toxicity	: sodium chloride LD50 Rabbit: > 10.000 mg/kg
	Sodium Dichloroisocyanurate LD50 Rabbit: > 10.000 mg/kg

## SECTION 12. ECOLOGICAL INFORMATION

**Product AS SOLD  
Ecotoxicity**

Environmental Effects	: Harmful to aquatic life with long lasting effects.
-----------------------	--

**Product**

Toxicity to fish	: No data available
Toxicity to daphnia and other aquatic invertebrates	: No data available
Toxicity to algae	: No data available

**Ingredients**

Toxicity to fish	: Sodium Carbonate 96 h LC50 Lepomis macrochirus (Bluegill sunfish): 300 mg/l
	sodium chloride 96 h LC50 Fish: 5.840 mg/l

**Ingredients**

Toxicity to daphnia and other	: Sodium Carbonate
-------------------------------	--------------------

**SAFETY DATA SHEET****MERIT**

aquatic invertebrates 48 h EC50 Ceriodaphnia (water flea): 213,5 mg/l

Sodium hydroxide  
48 h EC50: 40 mg/l

triphosphoric acid, pentasodium salt  
48 h EC50 Daphnia: > 100 mg/l

**Persistence and degradability****Product AS SOLD**

Poorly biodegradable

**Product AT USE DILUTION**

Not applicable - inorganic

**Bioaccumulative potential**

No data available

**Mobility in soil**

No data available

**Other adverse effects**

No data available

**SECTION 13. DISPOSAL CONSIDERATIONS****Product AS SOLD**

Disposal methods : Dispose of product, waste product and product packaging should follow the Federal, State, Municipal and local current regulation. Consult the environmental official organ if necessary. The classification of waste should be determined according to Brazilian Normative 10004 "Solid waste - Classification." The transport and disposal should be performed by a properly licensed company. Do not reuse container for any purpose.

**Product AT USE DILUTION**

Disposal methods : Dispose of product, waste product and product packaging should follow the Federal, State, Municipal and local current regulation. Consult the environmental official organ if necessary. The classification of waste should be determined according to Brazilian Normative 10004 "Solid waste - Classification." The transport and disposal should be performed by a properly licensed company. Do not reuse container for any purpose.

**SECTION 14. TRANSPORT INFORMATION****Product AS SOLD**

The shipper/consignor/sender is responsible to ensure that the packaging, labeling, and markings are in compliance with the selected mode of transport.

**Land transport (ANTT 5.232)**

UN number : 1823  
Description of the goods : SODIUM HYDROXIDE, SOLID

## SAFETY DATA SHEET

**MERIT**

Class : 8  
 Packing group : II  
 Risk Number : 80  
 Environmentally hazardous : no

**Air transport (IATA)**

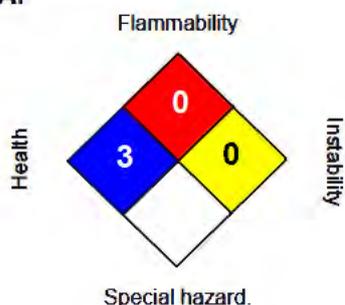
Contact Regulatory for air freight eligibility

**Sea transport (IMDG/IMO)**

UN number : 1823  
 Description of the goods : SODIUM HYDROXIDE, SOLID  
 Class : 8  
 Packing group : II  
 Marine pollutant : no

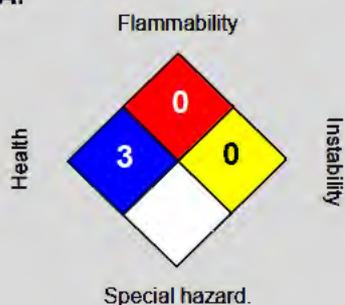
**SECTION 15. REGULATORY INFORMATION****NATIONAL REGULATIONS, BRAZIL**

Brazil: Our FISPQ complies with the Brazilian Rule ABNT NBR 14725.

**SECTION 16. OTHER INFORMATION****Product AS SOLD****NFPA:****HMIS III:**

<b>HEALTH</b>	<b>3</b>
<b>FLAMMABILITY</b>	<b>0</b>
<b>PHYSICAL HAZARD</b>	<b>0</b>

0 = not significant, 1 = Slight,  
 2 = Moderate, 3 = High  
 4 = Extreme, \* = Chronic

**Product AT USE DILUTION****NFPA:****HMIS III:**

<b>HEALTH</b>	<b>3</b>
<b>FLAMMABILITY</b>	<b>0</b>
<b>PHYSICAL HAZARD</b>	<b>0</b>

0 = not significant, 1 = Slight,  
 2 = Moderate, 3 = High  
 4 = Extreme, \* = Chronic

Issuing date : 10.04.2018

## SAFETY DATA SHEET

**MERIT**

Version : 1.6  
Prepared by : Regulatory Affairs

REVISED INFORMATION: Significant changes to regulatory or health information for this revision is indicated by a bar in the left-hand margin of the SDS.

The information provided in this Material Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.



## Safety Data Sheet (SDS)

SDS #: 673.05

Revision Date: March 21, 2014

### SECTION 1 — CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

#### Roundup® Herbicide Concentrate

Flinn Scientific, Inc. P.O. Box 219, Batavia, IL 60510 (800) 452-1261

Chemtrec Emergency Phone Number: (800) 424-10226

#### Signal Word

#### WARNING

### SECTION 2 — HAZARDS IDENTIFICATION

Hazard class: Serious eye damage or irritation (Category 2A). Causes serious eye irritation (H319).

Pictograms



### SECTION 3 — COMPOSITION, INFORMATION ON INGREDIENTS

Component Name	CAS Number	Formula	Formula Weight	Concentration
Isopropylamine salt of glyphosate				
Diquat dibromide				
Water and minor formulating ingredients	38641-94-0	$C_6H_{17}O_5N_2P$	228.18	~18%
Roundup Herbicide Concentrate is a proprietary product manufactured by Monsanto.	85-00-7	$C_{12}H_{12}Br_2N_2$	344.05	0.73%
	7732-18-5	$H_2O$	18.00	81.27%

### SECTION 4 — FIRST AID MEASURES

Call a POISON CENTER or physician if you feel unwell.

**If inhaled:** Remove victim to fresh air and keep at rest in a position comfortable for breathing.

**If in eyes:** Rinse cautiously with water for several minutes. Remove contact lenses if present and easy to do so. Continue rinsing (P305+P351+P338). **If eye irritation persists eyes:** Get medical advice or attention (P337+P313).

**If on skin:** Wash with plenty of water.

**If swallowed:** Rinse mouth. Call a POISON CENTER or physician if you feel unwell.

#### SECTION 5 — FIRE FIGHTING MEASURES

Nonflammable, noncombustible solution.

In case of fire: Use a tri-class dry chemical fire extinguisher.

#### NFPA Code

None established

#### SECTION 6 — ACCIDENTAL RELEASE MEASURES

Contain spill with sand or absorbent material; deposit in sealed bag or container. See Sections 8 and 13 for further information.

#### SECTION 7 — HANDLING AND STORAGE

Flinn Suggested Chemical Storage Pattern: Organic Miscellaneous.

#### SECTION 8 — EXPOSURE CONTROLS, PERSONAL PROTECTION

Wear protective gloves, protective clothing, and eye protection (P280). Wash hands thoroughly after handling (P264).

#### SECTION 9 — PHYSICAL AND CHEMICAL PROPERTIES

Opaque white or amber liquid. Slight amine-like odor.

pH: 4.6

Specific gravity: 1.073

Not for consumer use.

#### SECTION 10 — STABILITY AND REACTIVITY

Shelf life: Indefinite, if stored properly.

#### SECTION 11 — TOXICOLOGICAL INFORMATION

Acute effects: N.A.

Chronic effects: N.A.

Target organs: N.A.

ORL-RAT LD<sub>50</sub>: greater than 5000 mg/kg

IHL-RAT LC<sub>50</sub>: greater than 20,000 ppm/4H

SKN-RAT LD<sub>50</sub>: greater than 5000 mg/kg

#### SECTION 12 — ECOLOGICAL INFORMATION

Data not yet available.

#### SECTION 13 — DISPOSAL CONSIDERATIONS

Please review all federal, state and local regulations that may apply before proceeding.

Flinn Suggested Disposal Method #26a is one option.

#### SECTION 14 — TRANSPORT INFORMATION

Shipping name: Not regulated. Hazard class: N/A. UN number: N/A.

#### SECTION 15 — REGULATORY INFORMATION

Not listed.

#### SECTION 16 — OTHER INFORMATION

This Safety Data Sheet (SDS) is for guidance and is based upon information and tests believed to be reliable. Flinn Scientific, Inc. makes no guarantee of the accuracy or completeness of the data and shall not be liable for any damages relating thereto. The data is offered solely for your consideration, investigation, and verification. The data should not be confused with local, state, federal or insurance mandates, regulations, or requirements and CONSTITUTE NO WARRANTY. Any use of this data and information must be determined by the science instructor to be in accordance with applicable local, state or federal laws and regulations. The conditions or methods of handling, storage, use and disposal of the product(s) described are beyond the control of Flinn Scientific, Inc. and may be beyond our knowledge. FOR THIS AND OTHER REASONS, WE DO NOT ASSUME RESPONSIBILITY AND EXPRESSLY DISCLAIM LIABILITY FOR LOSS, DAMAGE OR EXPENSE ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE HANDLING, STORAGE, USE OR DISPOSAL OF THIS PRODUCT(S).

N.A. = Not available, not all health aspects of this substance have been fully investigated.

N/A = Not applicable

**Consult your copy of the Flinn Science Catalog/Reference Manual for additional information about laboratory chemicals.**

**Revision Date:** March 21, 2014

Issue Date 11-Nov-2014

Revision Date 09-Aug-2017

Version 4

## 1. IDENTIFICATION OF THE SUBSTANCE/PREPARATION AND OF THE COMPANY/UNDERTAKING

### Product identifier

**Product Name** SPEED ZONE® Southern Broadleaf Herbicide for Turf

### Other means of identification

**Product Code** PBI FP 6561126  
**EPA Pesticide Registration Number** 2217-835  
**Product Size** 2/2.5 U. S. Gal.

### Recommended use of the chemical and restrictions on use

**Recommended Use** Herbicide.  
**Uses advised against** No information available.

### Details of the supplier of the safety data sheet

<b>Supplier</b>	<b>Manufacturer</b>	<b>Company Name</b>
PBI Gordon Corporation 1217 West 12th Street Kansas City, MO 64101	PBI Gordon Corporation 1217 West 12th Street Kansas City, MO 64101	PBI Gordon Corporation 1217 West 12th Street Kansas City, MO 64101
<b>Emergency telephone number</b>		
<b>Emergency Telephone</b>	Chemtrec 1-800-424-9300	

## 2. HAZARDS IDENTIFICATION

### Classification

#### OSHA Regulatory Status

This chemical is considered hazardous by the 2012 OSHA Hazard Communication Standard (29 CFR 1910.1200)

Acute Oral Toxicity	Category 4
Acute dermal toxicity	Category 4
Acute Inhalation Toxicity - Gases	Category 3
Acute Inhalation Toxicity - Dusts and Mists	Category 4
Serious eye damage/eye irritation	Category 2A
Aspiration Toxicity	Category 1
Flammable liquids	Category 4

### Label elements

#### Emergency Overview

#### Danger

#### Hazard statements

Toxic if inhaled. Causes serious eye irritation. May be fatal if swallowed and enters airways.  
 Combustible liquid.



**Appearance** Liquid

**Physical state** Liquid

**Odor** Esters

**Precautionary Statements - Prevention**

- Wash face, hands and any exposed skin thoroughly after handling
- Do not eat, drink or smoke when using this product
- Wear protective gloves/protective clothing/eye protection/face protection
- Avoid breathing dust/fume/gas/mist/vapors/spray
- Use only outdoors or in a well-ventilated area
- Contaminated work clothing should not be allowed out of the workplace
- Keep away from heat/sparks/open flames/hot surfaces. — No smoking
- Keep cool

**Precautionary Statements - Response**

- IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing
- If eye irritation persists: Get medical advice/attention
- IF ON SKIN: Wash with plenty of soap and water
- Call a POISON CENTER or doctor/physician if you feel unwell
- Wash contaminated clothing before reuse
- If skin irritation or rash occurs: Get medical advice/attention
- IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing
- Call a POISON CENTER or doctor/physician
- Rinse mouth
- IF SWALLOWED: Immediately call a POISON CENTER or doctor/physician
- Do NOT induce vomiting
- In case of fire: Use CO<sub>2</sub>, dry chemical, or foam for extinction

**Precautionary Statements - Storage**

- Store locked up
- Store in a well-ventilated place. Keep container tightly closed

**Precautionary Statements - Disposal**

- Dispose of contents/container to an approved waste disposal plant

**Hazards not otherwise classified (HNOC)**

Have the product label with you when calling a poison control center or doctor or going in for treatment. You may also contact 1-877-800-5556 for emergency medical treatment advice.

**Other Information****3. COMPOSITION/INFORMATION ON INGREDIENTS**

Chemical Name	CAS. Number	Weight %
Trade Secret	Proprietary	30-40*
2,4-D, 2-ethylhexyl ester	1928-43-4	10.49
R(+)-2(2 Methyl-4-chlorophenoxy)propionic acid (MCPP)	16484-77-8	2.66
3,6-Dichloro-o-anisic acid (Dicamba)	1918-00-9	0.67
carfentrazone-ethyl (ISO) ethyl (RS)-2-chloro-3-[2-chloro-4-fluoro-5-[4-difluoromethyl-4,5-dihydro-3-methyl-5-oxo-1H-1,2,4-triazol-1-yl]phenyl]propionate	128639-02-1	0.54

\* The exact percentage (concentration) of composition has been withheld as a trade secret

**4. FIRST AID MEASURES****First aid measures****General advice**

If symptoms persist, call a physician. Do not breathe dust/fume/gas/mist/vapors/spray. Do not get in eyes, on skin, or on clothing.

<b>Eye contact</b>	Immediately flush with plenty of water. After initial flushing, remove any contact lenses and continue flushing for at least 15 minutes. Keep eye wide open while rinsing. If symptoms persist, call a physician.
<b>Skin Contact</b>	Wash off immediately with soap and plenty of water while removing all contaminated clothes and shoes. If skin irritation persists, call a physician.
<b>Inhalation</b>	Remove to fresh air. If breathing is irregular or stopped, administer artificial respiration. Avoid direct contact with skin. Use barrier to give mouth-to-mouth resuscitation. Move to fresh air in case of accidental inhalation of vapors or decomposition products. If symptoms persist, call a physician.
<b>Ingestion</b>	Do NOT induce vomiting. Never give anything by mouth to an unconscious person. Call a physician immediately.
<b>Self-protection of the first aider</b>	Use personal protective equipment as required.

**Most important symptoms and effects, both acute and delayed**

**Symptoms** No information available.

**Indication of any immediate medical attention and special treatment needed**

**Note to physicians** Treat symptomatically.

## 5. FIRE-FIGHTING MEASURES

**Suitable extinguishing media**

Use. Dry chemical. Carbon dioxide (CO<sub>2</sub>). Water spray (fog). Alcohol resistant foam.

**Specific hazards arising from the chemical**

In the event of fire and/or explosion do not breathe fumes. Thermal decomposition can lead to release of irritating and toxic gases and vapors. Keep product and empty container away from heat and sources of ignition. Risk of ignition.

**Explosion data**

**Sensitivity to Mechanical Impact** None.

**Sensitivity to Static Discharge** None.

**Protective equipment and precautions for firefighters**

As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear.

## 6. ACCIDENTAL RELEASE MEASURES

**Personal precautions, protective equipment and emergency procedures**

**Personal precautions** Avoid contact with skin, eyes or clothing. Use personal protective equipment as required. Remove all sources of ignition. Evacuate personnel to safe areas. Keep people away from and upwind of spill/leak. Pay attention to flashback. Take precautionary measures against static discharges.

**Environmental precautions**

**Environmental precautions** Prevent entry into waterways, sewers, basements or confined areas. Do not flush into surface water or sanitary sewer system. Prevent further leakage or spillage if safe to do so. Prevent product from entering drains. See Section 12 for additional ecological information.

**Methods and material for containment and cleaning up**

**Methods for containment** Prevent further leakage or spillage if safe to do so.

**Methods for cleaning up** Cover liquid spill with sand, earth or other non-combustible absorbent material. Cover powder spill with plastic sheet or tarp to minimize spreading. Pick up and transfer to properly labeled containers. Soak up with inert absorbent material. Dam up. Take precautionary measures against static discharges.

## 7. HANDLING AND STORAGE

### Precautions for safe handling

**Advice on safe handling** Avoid contact with skin, eyes or clothing. Wash contaminated clothing before reuse. Do not eat, drink or smoke when using this product. Use personal protective equipment as required. Do not breathe dust/fume/gas/mist/vapors/spray. Use with local exhaust ventilation. All equipment used when handling the product must be grounded. Keep away from heat/sparks/open flames/hot surfaces. — No smoking. Take necessary action to avoid static electricity discharge (which might cause ignition of organic vapors).

### Conditions for safe storage, including any incompatibilities

**Storage Conditions** Keep container tightly closed in a dry and well-ventilated place. Keep out of the reach of children. Keep away from heat, sparks, flame and other sources of ignition (i.e., pilot lights, electric motors and static electricity). Keep away from heat. Keep in properly labeled containers.

**Incompatible materials** None known.

## 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

### Control parameters

#### Exposure Guidelines

Chemical Name	ACGIH TLV	OSHA PEL	NIOSH IDLH
2,4-D, 2-ethylhexyl ester 1928-43-4	TWA: 10 mg/m <sup>3</sup> inhalable fraction S*	TWA: 10 mg/m <sup>3</sup>	IDLH: 100 mg/m <sup>3</sup> , TWA: 10 mg/m <sup>3</sup>

NIOSH IDLH *Immediately Dangerous to Life or Health*

**Other Information** Vacated limits revoked by the Court of Appeals decision in AFL-CIO v. OSHA, 965 F.2d 962 (11th Cir., 1992).

### Appropriate engineering controls

**Engineering Controls** Local and General Ventilation.

### Individual protection measures, such as personal protective equipment

**Eye/face protection** Tight sealing safety goggles. Face protection shield.

**Skin and body protection** Wear protective gloves and protective clothing. Wear long-sleeved shirt, long pants, socks and shoes.

**Respiratory protection** If exposure limits are exceeded or irritation is experienced, NIOSH/MSHA approved respiratory protection should be worn. Positive-pressure supplied air respirators may be required for high airborne contaminant concentrations. Respiratory protection must be provided in accordance with current local regulations.

**General Hygiene Considerations** When using do not eat, drink or smoke. Wash contaminated clothing before reuse. Regular cleaning of equipment, work area and clothing is recommended.

## 9. PHYSICAL AND CHEMICAL PROPERTIES

### Information on basic physical and chemical properties

<b>Physical state</b>	Liquid	<b>Odor</b>	Esters
<b>Appearance</b>	Liquid	<b>Odor threshold</b>	No information available
<b>Color</b>	Amber		
<b>Property</b>	<b>Values</b>	<b>Remarks • Method</b>	
pH	Not Applicable		
Melting point/freezing point	<35 °F		
Boiling point / boiling range	> 93 °C / 200 °F		
Flash point	93 °C / 199 °F	Pensky-Martens Closed Cup (PMCC)	
Evaporation rate	< 1		
Flammability (solid, gas)	No information available		
Flammability Limit in Air			
Upper flammability limit:	No information available		
Lower flammability limit:	No information available		
Vapor pressure	No information available		
Vapor density	No information available		
Specific Gravity	0.8994		
Water solubility	Emulsifier		
Solubility in other solvents	No information available		
Partition coefficient	No information available		
Autoignition temperature	No information available		
Decomposition temperature	No information available		
Oxidizing properties	No information available		
<b>Other Information</b>			
Density	7.45 pounds/gallon		

## 10. STABILITY AND REACTIVITY

### Reactivity

No data available

### Chemical stability

Stable.

### Possibility of Hazardous Reactions

None under normal processing.

### Hazardous polymerization

Will not occur.

### Conditions to avoid

Heat, flames and sparks.

### Incompatible materials

None known.

### Hazardous Decomposition Products

May emit toxic fumes under fire conditions. Hydrogen chloride. Nitrogen oxides (NOx). Carbon monoxide.

## 11. TOXICOLOGICAL INFORMATION

### Information on likely routes of exposure

#### Product Information

**Inhalation** Irritant, moderate respiratory.

**Eye contact** May cause slight irritation.

**Skin Contact** Moderate skin irritation.

**Ingestion** Ingestion of large amounts can cause abdominal discomfort, nausea, and vomiting.

Chemical Name	Oral LD50	Dermal LD50	Inhalation LC50
Trade Secret	> 5000 mg/kg ( Rat )	> 2000 mg/kg ( Rabbit )	> 5.2 mg/L ( Rat ) 4 h
2,4-D, 2-ethylhexyl ester 1928-43-4	= 300 mg/kg ( Rat )	-	-
R(+)-2(2-Methyl-4-chlorophenoxy)propionic acid (MCP) 16484-77-8	= 1050 mg/kg ( Rat )	> 4 g/kg ( Rat )	-
3,6-Dichloro-o-anisic acid (Dicamba) 1918-00-9	= 1039 mg/kg ( Rat )	> 1 g/kg ( Rat ) > 2 g/kg ( Rabbit )	-

#### Information on toxicological effects

**Symptoms** No information available.

#### Delayed and immediate effects as well as chronic effects from short and long-term exposure

**Sensitization** Not a skin sensitizer.

**Germ cell mutagenicity** No information available.

**Carcinogenicity** The International Agency for Research on Cancer (IARC) lists chlorophenoxy herbicides in its Group 2B (limited evidence for Carcinogenicity in humans.) The US EPA has given the chlorophenoxy Herbicides 2,4-D, 2,4-DP, MCP, and MCPA a Class D classification (not classifiable as to human carcinogenicity.) More current 2,4-D lifetime feeding studies in rats and mice did not show carcinogenic effects and a recent World Health Organization (WHO) review of 2,4-D toxicology has concluded that 2,4-D is not a carcinogen. The table below indicates whether each agency has listed any ingredient as a carcinogen.

Chemical Name	ACGIH	IARC	NTP	OSHA
2,4-D, 2-ethylhexyl ester 1928-43-4		Group 2B		X
R(+)-2(2-Methyl-4-chlorophenoxy)propionic acid (MCP) 16484-77-8		Group 2B		X

**IARC (International Agency for Research on Cancer)**

Group 2B - Possibly Carcinogenic to Humans

**OSHA (Occupational Safety and Health Administration of the US Department of Labor)**

X - Present

**Reproductive toxicity** No information available.

**STOT - single exposure** No information available.

**STOT - repeated exposure** No information available.

**Chronic toxicity** Repeated contact may cause allergic reactions in very susceptible persons. Avoid repeated exposure.

**Aspiration hazard** No information available.

#### Numerical measures of toxicity - Product Information

**Unknown Toxicity** 45 % of the mixture consists of ingredient(s) of unknown toxicity

**Oral LD50** > 2000 mg/kg Rat-male Rat-female

**Dermal LD50** > 2000 mg/kg (rabbit)

**Inhalation LC50** > 2.04 mg/L Rat-male Rat-female

The following values are calculated based on chapter 3.1 of the GHS document

**ATEmix (inhalation-gas)** 1033 mg/L

## 12. ECOLOGICAL INFORMATION

**Ecotoxicity**

Toxic to aquatic life with long lasting effects

45% of the mixture consists of component(s) of unknown hazards to the aquatic environment

Chemical Name	Algae/aquatic plants	Fish	Toxicity to microorganisms	Crustacea
Trade Secret		2.2: 96 h Lepomis macrochirus mg/L LC50 static 2.4: 96 h Oncorhynchus mykiss mg/L LC50 static 45: 96 h Pimephales promelas mg/L LC50 flow-through		4720: 96 h Daphnia magna mg/L LC50
2,4-D, 2-ethylhexyl ester 1928-43-4	30: 120 h Pseudokirchneriella subcapitata mg/L EC50 30: 120 h Pseudokirchneriella subcapitata mg/L EC50 static	6 - 8.7: 96 h Oncorhynchus mykiss mg/L LC50 flow-through 7.8: 96 h Oncorhynchus mykiss mg/L LC50 static 11.5: 96 h Lepomis macrochirus mg/L LC50 static		

**Persistence and degradability**

No information available.

**Bioaccumulation**

No information available.

**Other adverse effects**

No information available

**13. DISPOSAL CONSIDERATIONS****Waste treatment methods**

<b>Disposal of wastes</b>	Disposal should be in accordance with applicable regional, national and local laws and regulations.
<b>Contaminated packaging</b>	Do not reuse container, unless specified by the manufacturer.
<b>US EPA Waste Number</b>	U240

**14. TRANSPORT INFORMATION****DOT**

<b>Proper shipping name</b>	For package sizes less than 127.96 gallons: product is non-regulated.  For package sizes 127.96 gallons or greater: UN3082, Environmentally Hazardous Substances, Liquid, N.O.S., 9, PGIII, RQ (2,4-D)
<b>Description</b>	The following guidelines apply for domestic ground transport. If shipping by air or ocean, please contact our Transportation Dept.  PESTICIDES, NOI, INCLUDING DEFOLIANTS, FUNGICIDES, HERBICIDES, OR INSECTICIDES NMFC 155050-6  If shipped in bulk containers (greater than 119 gallons), this product is a Marine Pollutant.  When shipped as a Hazardous Material, label required is Class 9 (Miscellaneous). Placards required on bulk shipments only.

## 15. REGULATORY INFORMATION

**U.S. EPA Label Information**

EPA Pesticide Registration Number 2217-835

**Federal Insecticide, Fungicide, Rodenticide Act Regulations**

This chemical is a pesticide product registered by the Environmental Protection Agency and is subject to certain labeling requirements under federal pesticide law. These requirements differ from the classification criteria and hazard information required for safety data sheets, and for workplace labels of non-pesticide chemicals. Following is the hazard information as required on the pesticide label:

**EPA Pesticide Label**

Caution. Keep out of the reach of children. Harmful if absorbed through the skin. Avoid contact with skin, eyes, or clothing. Harmful if swallowed.

**International Inventories**

TSCA	Not Listed
DSL/NDSL	Not Listed
EINECS/ELINCS	Not Listed
ENCS	Not Listed
IECSC	Not Listed
KECL	Not Listed
PICCS	Not Listed
AICS	Not Listed

**Legend:**

TSCA - United States Toxic Substances Control Act Section 8(b) Inventory

DSL/NDSL - Canadian Domestic Substances List/Non-Domestic Substances List

EINECS/ELINCS - European Inventory of Existing Chemical Substances/European List of Notified Chemical Substances

ENCS - Japan Existing and New Chemical Substances

IECSC - China Inventory of Existing Chemical Substances

KECL - Korean Existing and Evaluated Chemical Substances

PICCS - Philippines Inventory of Chemicals and Chemical Substances

AICS - Australian Inventory of Chemical Substances

Chemical Name	TSCA	DSL	NDSL	EINECS	ELINCS	ENCS	IECSC	KECL	PICCS	AICS
Trade Secret	X	X		X			X	X	X	X
2,4-D, 2-ethylhexyl ester				X						
R(+)(2-Methyl-4-chlorophenoxy)propionic acid (MCP)				X						
3,6-Dichloro-o-anisic acid (Dicamba)				X		X		X	X	X
carfentrazone-ethyl (ISO) ethyl (RS)-2-chloro-3-[2-chloro-4-fluoro-5-[4-difluoromethyl-4,5-dihydro-3-methyl-5-oxo-1H-1,2,4-triazol-1-yl]phenoxy]propionate							X			

**US Federal Regulations****SARA 313**

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product contains a chemical or chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372

Chemical Name	SARA 313 - Threshold Values %
2,4-D, 2-ethylhexyl ester - 1928-43-4	0.1
3,6-Dichloro-o-anisic acid (Dicamba) - 1918-00-9	1.0

**SARA 311/312 Hazard Categories**

Acute health hazard

Yes

**PBI FP 6561126 SPEED ZONE® Southern Broadleaf  
Herbicide for Turf**

Revision Date 09-Aug-2017

Chronic Health Hazard	No
Fire hazard	Yes
Sudden release of pressure hazard	No
Reactive Hazard	No

**CWA (Clean Water Act)**

This product contains the following substances which are regulated pollutants pursuant to the Clean Water Act (40 CFR 122.21 and 40 CFR 122.42)

Chemical Name	CWA - Reportable Quantities	CWA - Toxic Pollutants	CWA - Priority Pollutants	CWA - Hazardous Substances
2,4-D, 2-ethylhexyl ester 1928-43-4	100 lb			
3,6-Dichloro-o-anisic acid (Dicamba) 1918-00-9	1000 lb			X

**CERCLA**

This material, as supplied, contains one or more substances regulated as a hazardous substance under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (40 CFR 302)

Chemical Name	Hazardous Substances RQs	CERCLA/SARA RQ	Reportable Quantity (RQ)
2,4-D, 2-ethylhexyl ester 1928-43-4	100 lb		RQ 100 lb final RQ RQ 45.4 kg final RQ
3,6-Dichloro-o-anisic acid (Dicamba) 1918-00-9	1000 lb		RQ 1000 lb final RQ RQ 454 kg final RQ

**US State Regulations****U.S. State Right-to-Know Regulations**

Chemical Name	New Jersey	Massachusetts	Pennsylvania
2,4-D, 2-ethylhexyl ester 1928-43-4	X		
3,6-Dichloro-o-anisic acid (Dicamba) 1918-00-9	X	X	X

**International Regulations**

**Mexico - Grade** Moderate risk, Grade 2

## 16. OTHER INFORMATION

<b>NFPA</b>	Health hazards 2	Flammability 2	Instability 0	Physical and Chemical Properties -
<b>HMIS</b>	Health hazards 2	Flammability 2	Physical hazards 0	Personal protection X

**Disclaimer**

The information provided in this Material Safety Data Sheet is correct to the best of PBI Gordon Corporation's knowledge, information and belief at the date of this publication. The information given is designed only as guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any other process, unless specified in the text. **PBI GORDON CORPORATION MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR COURSE OF PERFORMANCE OR USAGE OF TRADE.** Given the variety of factors that can affect the use and application of this product, some of which are uniquely within the user's knowledge and control, it is essential that the user evaluate the product to determine whether it is fit for a particular purpose and suitable for user's method of use or application. Each user is also responsible for

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evaluating the conditions of use and designing the appropriate protective mechanisms to prevent employee exposures, property damage, or release to the environment. PBI Gordon Corporation assumes no responsibility for injury to the recipient or third persons, or for any damage to any property resulting from misuse of the product.

**End of Safety Data Sheet**

## FUSILADE® II TURF AND ORNAMENTAL HERBICIDE

Date: 6/24/2016  
 Replaces: 6/9/2016

### 1. PRODUCT IDENTIFICATION

Product identifier on label: **FUSILADE® II TURF AND ORNAMENTAL HERBICIDE**

Product No.: A12460A

Use: Herbicide

Manufacturer: Syngenta Crop Protection, LLC  
 Post Office Box 18300  
 Greensboro NC 27419

Manufacturer Phone: 1-800-334-9481

**Emergency Phone: 1-800-888-8372**

### 2. HAZARDS IDENTIFICATION

Classifications: Skin Sensitizer: Category 1B  
 Carcinogenicity: Category 2  
 Reproductive Toxicity: Category 2  
 Aspiration Hazard: Category 1  
 Inhalation: Category 2

Signal Word (OSHA): **Danger**

Hazard Statements: May be fatal if swallowed and enters airways  
 May cause an allergic skin reaction  
 Fatal if inhaled  
 Suspected of causing cancer  
 Suspected of damaging fertility or the unborn child

Hazard Symbols:



Precautionary Statements: Do not breathe mist, vapors, spray.  
 Use only outdoors or in a well-ventilated area.  
 Contaminated work clothing must not be allowed out of the workplace.  
 In case of inadequate ventilation wear respiratory protection. See Section 8 Exposure Control/Personal Protection.  
 If on skin: Wash with plenty of soap and water.  
 If inhaled: Remove person to fresh air and keep comfortable for breathing.  
 Immediately call a poison center, doctor or Syngenta.  
 Specific treatment is urgent (see Section 4 First Aid Measures).

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If skin irritation or rash occurs: Get medical advice.  
Wash contaminated clothing before reuse.  
Obtain special instructions before use.  
Do not handle until all safety precautions have been read and understood.  
If exposed or concerned: Get medical advice/attention.  
Wear protective gloves, protective clothing, eye protection.  
If swallowed: Immediately call a poison center, doctor or Syngenta.  
Do NOT induce vomiting.  
Store locked up.  
Dispose of contents and container in accordance with local regulations.

Other Hazard Statements: None

### 3. COMPOSITION/INFORMATION ON INGREDIENTS

Chemical Name	Common Name	CAS Number	Concentration
Petroleum distillates, light paraffinic	Petroleum distillates, light paraffinic	64741-89-5	<40.0%
Other ingredients	Other ingredients	Trade Secret	>5.5%
Solvent Naptha (Petroleum), Heavy Aromatic	Aromatic Solvent	64742-94-5	<30.0%
Butyl(RS)-2-[4-[[5-(trifluoromethyl)-2-pyridinyl]oxy]phenoxy]propanoate	Fluazifop-P-Butyl	79241-46-6	24.5%

Ingredients not precisely identified are proprietary or non-hazardous. Values are not product specifications.

### 4. FIRST AID MEASURES

Have the product container, label or Safety Data Sheet with you when calling Syngenta (800-888-8372), a poison control center or doctor, or going for treatment.

**Ingestion:** If swallowed: Call Syngenta (800-888-8372), a poison control center or doctor immediately for treatment advice. Do not give any liquid to the person. Do not induce vomiting unless told to do so after calling 800-888-8372 or by a poison control center or doctor. Do not give anything by mouth to an unconscious person.

**Eye Contact:** If in eyes: Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after 5 minutes, then continue rinsing eye. Call Syngenta (800-888-8372), a poison control center or doctor for treatment advice.

**Skin Contact:** If on skin or clothing: Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call Syngenta (800-888-8372), a poison control center or doctor for treatment advice.

**Inhalation:** If inhaled: Move person to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth if possible. Call Syngenta (800-888-8372), a poison control center or doctor for further treatment advice.

**Most important symptoms/effects:**

Allergic skin reaction

**Indication of immediate medical attention and special treatment needed:**

There is no specific antidote if this product is ingested.

Treat symptomatically.

# FUSILADE® II TURF AND ORNAMENTAL HERBICIDE

Date: 6/24/2016

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Persons suffering a temporary allergic reaction may respond to treatment with antihistamines or steroid creams and/or systemic steroids.

Contains petroleum distillate - vomiting may cause aspiration pneumonia.

## 5. FIRE FIGHTING MEASURES

Suitable (and unsuitable) extinguishing media:

Use dry chemical, foam or CO2 extinguishing media. If water is used to fight fire, dike and collect runoff.

Specific Hazards:

During a fire, irritating and possibly toxic gases may be generated by thermal decomposition or combustion.

Special protective equipment and precautions for firefighters:

Wear full protective clothing and self-contained breathing apparatus. Evacuate nonessential personnel from the area to prevent human exposure to fire, smoke, fumes or products of combustion.

## 6. ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment, and emergency procedures:

Follow exposure controls/personal protection outlined in Section 8.

Methods and materials for containment and cleaning up:

Control the spill at its source. Contain the spill to prevent from spreading or contaminating soil or from entering sewage and drainage systems or any body of water. Clean up spills immediately, observing precautions in Protective Equipment Section. Cover entire spill with absorbing material and place into compatible disposal container. Scrub area with hard water detergent (e.g. commercial products such as Tide, Joy, Spic and Span). Pick up wash liquid with additional absorbent and place into compatible disposal container. Once all material is cleaned up and placed in a disposal container, seal container and arrange for disposition.

## 7. HANDLING AND STORAGE

Precautions for safe handling:

Store the material in a well-ventilated, secure area out of reach of children and domestic animals. Do not store food, beverages or tobacco products in the storage area. Prevent eating, drinking, tobacco use, and cosmetic application in areas where there is a potential for exposure to the material. Wash thoroughly with soap and water after handling.

Conditions for safe storage, including any incompatibilities:

Store locked up.

## 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

**THE FOLLOWING RECOMMENDATIONS FOR EXPOSURE CONTROLS/PERSONAL PROTECTION ARE INTENDED FOR THE MANUFACTURE, FORMULATION AND PACKAGING OF THIS PRODUCT.**

**FOR COMMERCIAL APPLICATIONS AND/OR ON-FARM APPLICATIONS CONSULT THE PRODUCT LABEL.**

Occupational Exposure Limits:

Chemical Name	OSHA PEL	ACGIH TLV	Other	Source
Petroleum distillates, light paraffinic	Not Established	Not Established	Not Established	Not Applicable
Other ingredients	Not Established	Not Established	Not Established	Not Applicable
Aromatic Solvent	Not Established	Not Established	50 mg/m <sup>3</sup> (8 ppm) TWA	Manufacturer

# FUSILADE® II TURF AND ORNAMENTAL HERBICIDE

Date: 6/24/2016  
Replaces: 6/9/2016

Fluazifop-P-Butyl	Not Established	Not Established	0.5 mg/m <sup>3</sup> TWA	Syngenta
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**Appropriate engineering controls:**

Use effective engineering controls to comply with occupational exposure limits (if applicable).

**Individual protection measures:**

**Ingestion:**

Prevent eating, drinking, tobacco usage and cosmetic application in areas where there is a potential for exposure to the material. Wash thoroughly with soap and water after handling.

**Eye Contact:**

Where eye contact is likely, use chemical splash goggles.

**Skin Contact:**

Where contact is likely, wear chemical-resistant gloves (such as barrier laminate, nitrile rubber, neoprene rubber or Viton), coveralls, socks and chemical-resistant footwear.

**Inhalation:**

A combination particulate/organic vapor respirator should be used until effective engineering controls are installed to comply with occupational exposure limits, or until exposure limits are established. Use a NIOSH approved respirator with an organic vapor (OV) cartridge or canister with any R, P or HE filter.

Use a self-contained breathing apparatus in cases of emergency spills, when exposure levels are unknown, or under any circumstances where air-purifying respirators may not provide adequate protection.

## 9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance: Dark brown liquid, free of sediment

Odor: Aromatic

Odor Threshold: Not Available

pH: 6.2 (1% w/w dilution in deionized water)

Melting point/freezing point: Not Applicable

Initial boiling point and boiling range: Not Available

Flash Point (Test Method): > 212°F (TCC)

Flammable Limits (% in Air): Not Available

Flammability: Not Applicable

Vapor Pressure: Fluazifop-P-Butyl 4.5 x 10<sup>-7</sup> mmHg @ 68°F (20°C)

Vapor Density: Not Available

Relative Density: 0.981 g/cm<sup>3</sup>

Solubility (ies): Fluazifop-P-Butyl Almost insoluble in water (1 mg/l @ pH 5 - 6.5)

Partition coefficient: n-octanol/water: Not Available

Autoignition Temperature: Not Available

Decomposition Temperature: Not Available

Viscosity: Not Available

Other: None

# FUSILADE® II TURF AND ORNAMENTAL HERBICIDE

Date: 6/24/2016  
Replaces: 6/9/2016

## 10. STABILITY AND REACTIVITY

Reactivity: Not reactive.  
Chemical stability: Stable under normal use and storage conditions.  
Possibility of hazardous reactions: Will not occur.  
Conditions to Avoid: None known.  
Incompatible materials: None known.  
Hazardous Decomposition Products: None known.

## 11. TOXICOLOGICAL INFORMATION

### Health effects information

Likely routes of exposure: Dermal, Inhalation

Symptoms of exposure: Rash, redness or itching

Delayed, immediate and chronic effects of exposure: Developmental toxicity, Possible carcinogenicity, Allergic skin reaction

### Numerical measures of toxicity (acute toxicity/irritation studies (finished product))

Ingestion:	Oral (LD50 Rat) :	> 5000 mg/kg body weight
Dermal:	Dermal (LD50 Rabbit) :	> 2000 mg/kg body weight
Inhalation:	Inhalation (LC50 Animal Not Available) :	0.54 mg/l air - 4 hours
Eye Contact:	Slightly Irritating (Rabbit)	
Skin Contact:	Moderately Irritating (Rabbit)	
Skin Sensitization:	See "Other Toxicity Information", Sec. 11	

### Reproductive/Developmental Effects

Fluazifop-P-Butyl : Embryo/foetoxic effects have been reported in rats. Did not show teratogenic effects in animal experiments.

### Chronic/Subchronic Toxicity Studies

Fluazifop-P-Butyl : Effects on red cells, bone marrow, liver and spleen observed in long-term high dose feeding tests in dogs. No adverse health effects are expected in humans at airborne levels below the occupational exposure limit.

### Carcinogenicity

Fluazifop-P-Butyl : Did not show mutagenic effects in animal experiments. Did not show carcinogenic effects in animal experiments.

Chemical Name	NTP/IARC/OSHA Carcinogen
Petroleum distillates, light paraffinic	No
Other ingredients	No

# FUSILADE® II TURF AND ORNAMENTAL HERBICIDE

Date: 6/24/2016  
Replaces: 6/9/2016

Solvent Naptha (Petroleum), Heavy Aromatic No  
Butyl(RS)-2-[4-[[5-(trifluoromethyl)-2-pyridinyl]oxy]phenoxy]propanoate No

### Other Toxicity Information

Repeated and/or prolonged contact may cause skin sensitization.

### Toxicity of Other Components

#### Aromatic Solvent

May cause irritation to the eyes, skin and respiratory system.  
May cause dizziness or drowsiness. Aspiration hazard.

#### Other ingredients

Not Established

#### Petroleum distillates, light paraffinic

May cause respiratory tract irritation. Harmful if swallowed. Pulmonary aspiration hazard.

### Target Organs

#### Active Ingredients

Fluazifop-P-Butyl : Blood, bone marrow, liver, spleen

#### Inert Ingredients

Aromatic Solvent: Eye, skin, respiratory system, nervous system

Other ingredients: Not Established

Petroleum distillates, light paraffinic: Respiratory tract

## 12. ECOLOGICAL INFORMATION

### Eco-Acute Toxicity

#### Fluazifop-P-Butyl :

Invertebrate (Water Flea) Daphnia Magna 48-hour EC50 6.02 ppm

Green Algae 4-day EC50 > 1.8 ppm

Bird (Mallard Duck) 14-day LD50 > 3528 mg/kg

### Environmental Fate

#### Fluazifop-P-Butyl :

The information presented here is for the active ingredient, fluazifop-p-butyl.  
Not persistent in soil or water.

## 13. DISPOSAL CONSIDERATIONS

### Disposal:

Do not reuse product containers. Dispose of product containers, waste containers, and residues according to local, state, and federal health and environmental regulations.

Characteristic Waste: Not Applicable

Listed Waste: Not Applicable

## FUSILADE® II TURF AND ORNAMENTAL HERBICIDE

Date: 6/24/2016

Replaces: 6/9/2016

**14. TRANSPORT INFORMATION**

## DOT Classification

Ground Transport - NAFTA

&lt; 300 gallons: Not regulated

&gt; 300 gallons:

Proper Shipping Name: Other Regulated Substances, Liquid, N.O.S. (RQ - Naphthalene)

Hazard Class: Class 9

Identification Number: NA 3082

Packing Group: PG III

## Comments

Water Transport - International

Proper Shipping Name: Environmentally Hazardous Substance, Liquid, N.O.S. (Fluazifop), Marine Pollutant

Hazard Class: Class 9

Identification Number: UN 3082

Packing Group: PG III

Air Transport

Proper Shipping Name: Environmentally Hazardous Substance, Liquid, N.O.S. (Fluazifop)

Hazard Class: Class 9

Identification Number: UN 3082

Packing Group: PG III

**15. REGULATORY INFORMATION**

## Pesticide Registration:

This chemical is a pesticide product registered by the Environmental Protection Agency and is subject to certain labeling requirements under federal pesticide law. These requirements differ from the classification criteria and hazard information required for safety data sheets, and for workplace labels of non-pesticide chemicals. Following is the hazard information as required on the pesticide label:

Caution: Harmful if absorbed through skin or inhaled. Causes eye irritation. Prolonged or frequently repeated skin contact may cause allergic reactions in some individuals. Avoid contact with skin, eyes or clothing. Avoid breathing vapor or spray mist.

## EPA Registration Number(s):

100-1084

## EPCRA SARA Title III Classification:

Section 311/312 Hazard Classes: Acute Health Hazard  
Chronic Health Hazard

Section 313 Toxic Chemicals: Aromatic Solvent &lt;30.0% (CAS No. 64742-94-5)

## California Proposition 65:

This product contains a chemical(s) known to the state of California to cause cancer and birth defects or other reproductive harm.

## CERCLA/SARA 304 Reportable Quantity (RQ):

Report product spills &gt; 305 gal. (based on naphthalene [RQ = 100 lbs.] content in the formulation)

## RCRA Hazardous Waste Classification (40 CFR 261):

Not Applicable

## TSCA Status:

## FUSILADE® II TURF AND ORNAMENTAL HERBICIDE

Date: 6/24/2016

Replaces: 6/9/2016

Exempt from TSCA, subject to FIFRA

### 16. OTHER INFORMATION

#### NFPA Hazard Ratings

Health: 2  
Flammability: 1  
Instability: 0

#### HMIS Hazard Ratings

Health: 2  
Flammability: 1  
Physical Hazard: 0

0	Minimal
1	Slight
2	Moderate
3	Serious
4	Extreme
*	Chronic

Syngenta Hazard Category: D,S

For non-emergency questions about this product call:

1-800-334-9481

Original Issued Date: 11/25/1998

Revision Date: 6/24/2016

Replaces: 6/9/2016

Section(s) Revised: 2, 11, 16

The information and recommendations contained herein are based upon data believed to be correct. However, no guarantee or warranty of any kind, expressed or implied, is made with respect to the information contained herein.

# Simplot EcoGreen 12-4-6

## Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

### SECTION 1: Identification

#### 1.1. Identification

Product form : Mixture  
 Product name : Simplot EcoGreen 12-4-6  
 Product code : M77979

#### 1.2. Relevant identified uses of the substance or mixture and uses advised against

No additional information available

#### 1.3. Details of the supplier of the safety data sheet

JR Simplot Company  
 P.O. Box 70013  
 Boise, ID 83707  
 T 1-208-336-2110

#### 1.4. Emergency telephone number

Emergency number : CHEMTREC 1-800-424-9300

### SECTION 2: Hazard(s) identification

#### 2.1. Classification of the substance or mixture

##### GHS-US classification

Skin corrosion/irritation, Category 2	H315
Serious eye damage/eye irritation, Category 2B	H320
Carcinogenicity, Category 2	H351
Specific target organ toxicity — Single exposure, Category 3, Respiratory tract irritation	H335
Specific target organ toxicity — Repeated exposure, Category 2	H373

Full text of H statements : see section 16

#### 2.2. Label elements

##### GHS-US labelling

Hazard pictograms (GHS-US) :



Signal word (GHS-US) :

Warning

Contains :

urea; manganese(II)sulfate; Iron Sucrate; Monoammonium Phosphate

Hazard statements (GHS-US) :

H315 - Causes skin irritation  
 H320 - Causes eye irritation  
 H335 - May cause respiratory irritation  
 H351 - Suspected of causing cancer  
 H373 - May cause damage to organs through prolonged or repeated exposure

Precautionary statements (GHS-US) :

P201 - Obtain special instructions before use  
 P202 - Do not handle until all safety precautions have been read and understood  
 P260 - Do not breathe dust/fume/gas/mist/vapours/spray  
 P261 - Avoid breathing dust/fume/gas/mist/vapours/spray  
 P264 - Wash hands, forearms and face thoroughly after handling  
 P271 - Use only outdoors or in a well-ventilated area  
 P280 - Wear protective gloves/protective clothing/eye protection/face protection  
 P302+P352 - If on skin: Wash with plenty of water/...  
 P304+P340 - If inhaled: Remove person to fresh air and keep comfortable for breathing  
 P305+P351+P338 - If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing  
 P308+P313 - If exposed or concerned: Get medical attention  
 P312 - Call a poison center/doctor/... if you feel unwell  
 P314 - Get medical advice/attention if you feel unwell  
 P321 - Specific treatment (see supplemental first aid instruction on this label)  
 P332+P313 - If skin irritation occurs: Get medical attention  
 P337+P313 - If eye irritation persists: Get medical attention

# Simplot EcoGreen 12-4-6

## Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

P362+P364 - Take off contaminated clothing and wash it before reuse  
 P403+P233 - Store in a well-ventilated place. Keep container tightly closed  
 P405 - Store locked up  
 P501 - Dispose of contents/container to ..

### 2.3. Other hazards

No additional information available

### 2.4. Unknown acute toxicity (GHS US)

Not applicable

## SECTION 3: Composition/information on ingredients

### 3.1. Substance

Not applicable

### 3.2. Mixture

Name	Product identifier	%	GHS-US classification
Dehydrated Poultry Manure			Not classified
urea	(CAS No) 57-13-6		Skin Irrit. 2, H315 Eye Irrit. 2B, H320 STOT SE 3, H335
potassium chloride	(CAS No) 7447-40-7		Not classified
Monoammonium Phosphate	(CAS No) 7722-76-1		Eye Irrit. 2B, H320 STOT SE 3, H335
Iron Sucrate	(CAS No) 8047-67-4		Acute Tox. 3 (Oral), H301 Carc. 2, H351
manganese(II)sulfate	(CAS No) 7785-87-7		STOT RE 2, H373
copper(II)sulfate	(CAS No) 7758-98-7		Acute Tox. 3 (Oral), H301 Skin Irrit. 2, H315
zinc sulfate	(CAS No) 7733-02-0		Acute Tox. 4 (Oral), H302 Eye Dam. 1, H318
Polyalkylene oxide	(CAS No) Proprietary		Not classified

Full text of H-statements: see section 16

## SECTION 4: First aid measures

### 4.1. Description of first aid measures

- First-aid measures general : Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show the label where possible). Suspected of causing cancer.
- First-aid measures after inhalation : Remove victim to fresh air and keep at rest in a position comfortable for breathing. Call a POISON CENTER or doctor/physician if you feel unwell.
- First-aid measures after skin contact : Wash with plenty of soap and water. Wash contaminated clothing before reuse. If skin irritation occurs: Get medical advice/attention. Specific treatment (see supplemental first aid instruction on this label).
- First-aid measures after eye contact : IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
- First-aid measures after ingestion : Rinse mouth. Do NOT induce vomiting. Obtain emergency medical attention.

### 4.2. Most important symptoms and effects, both acute and delayed

- Symptoms/injuries : Causes damage to organs.
- Symptoms/injuries after inhalation : May cause respiratory irritation.
- Symptoms/injuries after skin contact : Causes skin irritation.
- Symptoms/injuries after eye contact : Causes eye irritation.

### 4.3. Indication of any immediate medical attention and special treatment needed

No additional information available

## SECTION 5: Firefighting measures

### 5.1. Extinguishing media

- Suitable extinguishing media : Foam. Dry powder. Carbon dioxide. Water spray. Sand.
- Unsuitable extinguishing media : Do not use a heavy water stream.

### 5.2. Special hazards arising from the substance or mixture

No additional information available

# Simplot EcoGreen 12-4-6

## Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

### 5.3. Advice for firefighters

- Firefighting instructions : Use water spray or fog for cooling exposed containers. Exercise caution when fighting any chemical fire. Prevent fire-fighting water from entering environment.
- Protection during firefighting : Do not enter fire area without proper protective equipment, including respiratory protection.

## SECTION 6: Accidental release measures

### 6.1. Personal precautions, protective equipment and emergency procedures

#### 6.1.1. For non-emergency personnel

- Emergency procedures : Evacuate unnecessary personnel.

#### 6.1.2. For emergency responders

- Protective equipment : Equip cleanup crew with proper protection.
- Emergency procedures : Ventilate area.

### 6.2. Environmental precautions

Prevent entry to sewers and public waters. Notify authorities if liquid enters sewers or public waters.

### 6.3. Methods and material for containment and cleaning up

- Methods for cleaning up : On land, sweep or shovel into suitable containers. Minimize generation of dust. Store away from other materials.

### 6.4. Reference to other sections

See Heading 8. Exposure controls and personal protection.

## SECTION 7: Handling and storage

### 7.1. Precautions for safe handling

- Precautions for safe handling : Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work. Provide good ventilation in process area to prevent formation of vapour. Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Avoid breathing dust/fume/gas/mist/vapours/spray. Use only outdoors or in a well-ventilated area.
- Hygiene measures : Wash hands, forearms and face thoroughly after handling.

### 7.2. Conditions for safe storage, including any incompatibilities

- Storage conditions : Keep only in the original container in a cool, well ventilated place away from : Keep container tightly closed.
- Incompatible products : Strong bases. Strong acids.
- Incompatible materials : Sources of ignition. Direct sunlight.

## SECTION 8: Exposure controls/personal protection

### 8.1. Control parameters

<b>urea (57-13-6)</b>		
Not applicable		
<b>copper(II)sulfate (7758-98-7)</b>		
Not applicable		
<b>manganese(II)sulfate (7785-87-7)</b>		
ACGIH	ACGIH TWA (mg/m <sup>3</sup> )	0.1 mg/m <sup>3</sup>
Not applicable		
<b>zinc sulfate (7733-02-0)</b>		
Not applicable		
<b>Iron Sucrate (8047-67-4)</b>		
Not applicable		
<b>Monoammonium Phosphate (7722-76-1)</b>		
Not applicable		
<b>Polyalkylene oxide (Proprietary)</b>		
Not applicable		

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### Dehydrated Poultry Manure

Not applicable

### potassium chloride (7447-40-7)

Not applicable

## 8.2. Exposure controls

Personal protective equipment	: Avoid all unnecessary exposure.
Hand protection	: Wear protective gloves.
Eye protection	: Chemical goggles or safety glasses.
Skin and body protection	: Wear suitable protective clothing.
Respiratory protection	: Wear appropriate mask.
Other information	: Do not eat, drink or smoke during use.

## SECTION 9: Physical and chemical properties

### 9.1. Information on basic physical and chemical properties

Physical state	: Solid
Colour	: Colourless
Odour	: characteristic
Odour threshold	: No data available
pH	: No data available
Melting point	: No data available
Freezing point	: No data available
Boiling point	: No data available
Flash point	: No data available
Relative evaporation rate (butylacetate=1)	: No data available
Flammability (solid, gas)	: No data available
Explosive limits	: No data available
Explosive properties	: No data available
Oxidising properties	: No data available
Vapour pressure	: No data available
Relative density	: No data available
Relative vapour density at 20 °C	: No data available
Solubility	: Water: Solubility in water of component(s) of the mixture : • urea: 100 g/100ml • copper(II)sulfate: 20 g/100ml • manganese(II)sulfate: 52 g/100ml (5 °C) • zinc sulfate: > 54 g/100ml • Monoammonium Phosphate: 38 g/100ml • potassium chloride: 34 g/100ml
Log Pow	: No data available
Auto-ignition temperature	: No data available
Decomposition temperature	: No data available
Viscosity	: No data available
Viscosity, kinematic	: No data available
Viscosity, dynamic	: No data available

### 9.2. Other information

No additional information available

## SECTION 10: Stability and reactivity

### 10.1. Reactivity

No additional information available

### 10.2. Chemical stability

Not established.

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### 10.3. Possibility of hazardous reactions

Not established.

### 10.4. Conditions to avoid

Direct sunlight. Extremely high or low temperatures.

### 10.5. Incompatible materials

Strong acids. Strong bases.

### 10.6. Hazardous decomposition products

fume. Carbon monoxide. Carbon dioxide.

## SECTION 11: Toxicological information

### 11.1. Information on toxicological effects

Acute toxicity : Not classified

<b>urea (57-13-6)</b>	
LD50 oral rat	8471 mg/kg (Rat; OECD 401: Acute Oral Toxicity; Literature study; 14300 mg/kg bodyweight; Rat; Experimental value)
LD50 dermal rat	> 3200 mg/kg (Rat; Literature study)
LD50 dermal rabbit	> 21000 mg/kg (Rabbit; Literature study)
ATE US (oral)	8471.000 mg/kg bodyweight

<b>copper(II)sulfate (7758-98-7)</b>	
LD50 oral rat	300 mg/kg (Rat)
LD50 dermal rabbit	> 1000 mg/kg (Rabbit)
ATE US (oral)	300.000 mg/kg bodyweight

<b>manganese(II)sulfate (7785-87-7)</b>	
LD50 oral rat	2150 mg/kg (Rat; Experimental value)
ATE US (oral)	2150.000 mg/kg bodyweight

<b>zinc sulfate (7733-02-0)</b>	
LD50 oral rat	1000 - 2000 mg/kg (Rat)
ATE US (oral)	1000.000 mg/kg bodyweight

<b>Iron Sucrate (8047-67-4)</b>	
ATE US (oral)	100.000 mg/kg bodyweight

<b>Monoammonium Phosphate (7722-76-1)</b>	
LD50 oral rat	5750 mg/kg (Rat)
LD50 dermal rat	> mg/kg
LD50 dermal rabbit	> 7940 mg/kg (Rabbit)
ATE US (oral)	5750.000 mg/kg bodyweight

<b>potassium chloride (7447-40-7)</b>	
LD50 oral rat	2600 mg/kg (Rat)
ATE US (oral)	2600.000 mg/kg bodyweight

Skin corrosion/irritation	: Causes skin irritation.
Serious eye damage/irritation	: Causes eye irritation.
Respiratory or skin sensitisation	: Not classified
Germ cell mutagenicity	: Not classified
Carcinogenicity	: Suspected of causing cancer.

<b>Iron Sucrate (8047-67-4)</b>	
IARC group	3 - Not classifiable

Reproductive toxicity	: Not classified
Specific target organ toxicity (single exposure)	: May cause respiratory irritation.

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Specific target organ toxicity (repeated exposure)	: May cause damage to organs through prolonged or repeated exposure.
Aspiration hazard	: Not classified
Potential adverse human health effects and symptoms	: Based on available data, the classification criteria are not met.
Symptoms/injuries after inhalation	: May cause respiratory irritation.
Symptoms/injuries after skin contact	: Causes skin irritation.
Symptoms/injuries after eye contact	: Causes eye irritation.

### SECTION 12: Ecological information

#### 12.1. Toxicity

<b>urea (57-13-6)</b>	
LC50 fish 1	> 6810 mg/l (96 h; <i>Leuciscus idus</i> ; Nominal concentration)
EC50 Daphnia 1	> 10000 mg/l (48 h; <i>Daphnia magna</i> ; Nominal concentration)
LC50 fish 2	17500 mg/l (96 h; <i>Poecilia reticulata</i> )
EC50 Daphnia 2	> 10000 mg/l (24 h; <i>Daphnia magna</i> )
TLM fish 1	17500 ppm (96 h; <i>Poecilia reticulata</i> )
Threshold limit other aquatic organisms 1	120000 mg/l (16 h; Bacteria; Toxicity test)
Threshold limit other aquatic organisms 2	> 10000 mg/l ( <i>Pseudomonas putida</i> )
Threshold limit algae 1	> 10000 mg/l (168 h; <i>Scenedesmus quadricauda</i> ; Growth rate)
Threshold limit algae 2	47 mg/l (192 h; <i>Microcystis aeruginosa</i> ; Growth rate)
<b>copper(II)sulfate (7758-98-7)</b>	
LC50 fish 1	0.0199 mg/l (96 h; <i>Salmo gairdneri</i> ( <i>Oncorhynchus mykiss</i> ); Soft water)
EC50 Daphnia 1	0.01 mg/l (48 h; <i>Daphnia magna</i> ; Soft water)
LC50 fish 2	0.298 mg/l (96 h; <i>Salmo gairdneri</i> ( <i>Oncorhynchus mykiss</i> ); Hard water)
EC50 Daphnia 2	0.2 mg/l (48 h; <i>Daphnia magna</i> ; Hard water)
TLM fish 1	3.8 ppm 24 h; <i>Salmo gairdneri</i> ( <i>Oncorhynchus mykiss</i> )
Threshold limit algae 2	1.1 mg/l ( <i>Scenedesmus quadricauda</i> )
<b>manganese(II)sulfate (7785-87-7)</b>	
LC50 fish 1	2850 mg/l (96 h; <i>Colisa fasciatus</i> ; Manganese ion)
EC50 Daphnia 1	8.28 mg/l (48 h; <i>Daphnia magna</i> )
LC50 fish 2	33.8 mg/l (96 h; <i>Pimephales promelas</i> )
EC50 Daphnia 2	10 mg/l (24 h; <i>Daphnia magna</i> )
Threshold limit algae 1	25.7 mg/l ( <i>Phaeodactylum</i> ; Growth)
Threshold limit algae 2	61 mg/l (72 h; <i>Desmodesmus subspicatus</i> ; GLP)
<b>zinc sulfate (7733-02-0)</b>	
LC50 fish 1	1.7 mg/l (96 h; <i>Poecilia reticulata</i> )
EC50 Daphnia 1	1 mg/l (24 h; <i>Daphnia magna</i> )
LC50 fish 2	2.4 mg/l 96 h; <i>Salmo gairdneri</i> ( <i>Oncorhynchus mykiss</i> )
EC50 Daphnia 2	0.56 mg/l (48 h; <i>Daphnia magna</i> )
Threshold limit algae 1	136 µg/l (72 h; <i>Selenastrum capricornutum</i> ; Growth rate)
Threshold limit algae 2	24 µg/l (3 days; <i>Selenastrum capricornutum</i> ; Growth rate)
<b>Monoammonium Phosphate (7722-76-1)</b>	
LC50 fish 1	155 ppm (96 h; <i>Pimephalos promelas</i> )
<b>potassium chloride (7447-40-7)</b>	
LC50 fish 1	920 mg/l (96 h; <i>Gambusia affinis</i> ; Static system)
EC50 Daphnia 1	630 mg/l (48 h; <i>Ceriodaphnia dubia</i> )
LC50 fish 2	2010 mg/l (96 h; <i>Lepomis macrochirus</i> ; Static system)
EC50 Daphnia 2	660 mg/l (48 h; <i>Daphnia magna</i> )
Threshold limit algae 1	850 mg/l (72 h; <i>Scenedesmus subspicatus</i> )
Threshold limit algae 2	> 100 mg/l (72 h; <i>Scenedesmus subspicatus</i> ; GLP)

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### 12.2. Persistence and degradability

<b>Simplot EcoGreen 12-4-6</b>	
Persistence and degradability	Not established.
<b>urea (57-13-6)</b>	
Persistence and degradability	Inherently biodegradable. Hydrolysis in water. Not established.
ThOD	0.27 g O <sub>2</sub> /g substance
<b>copper(II)sulfate (7758-98-7)</b>	
Persistence and degradability	May cause long-term adverse effects in the environment.
Biochemical oxygen demand (BOD)	Not applicable
Chemical oxygen demand (COD)	Not applicable
ThOD	Not applicable
BOD (% of ThOD)	Not applicable
<b>manganese(II)sulfate (7785-87-7)</b>	
Persistence and degradability	Biodegradability: not applicable. No (test)data on mobility of the substance available. May cause long-term adverse effects in the environment.
ThOD	Not applicable (inorganic)
<b>zinc sulfate (7733-02-0)</b>	
Persistence and degradability	Biodegradability: not applicable. Not established.
Biochemical oxygen demand (BOD)	Not applicable
Chemical oxygen demand (COD)	Not applicable
ThOD	Not applicable
BOD (% of ThOD)	Not applicable
<b>Iron Sucrate (8047-67-4)</b>	
Persistence and degradability	Not established.
<b>Monoammonium Phosphate (7722-76-1)</b>	
Persistence and degradability	Biodegradability in water: no data available. Not established.
<b>Dehydrated Poultry Manure</b>	
Persistence and degradability	Not established.
<b>potassium chloride (7447-40-7)</b>	
Persistence and degradability	Biodegradability: not applicable. Not established.
Biochemical oxygen demand (BOD)	Not applicable
Chemical oxygen demand (COD)	Not applicable
ThOD	Not applicable
BOD (% of ThOD)	Not applicable

### 12.3. Bioaccumulative potential

<b>Simplot EcoGreen 12-4-6</b>	
Bioaccumulative potential	Not established.
<b>urea (57-13-6)</b>	
BCF fish 1	1 (72 h; Brachydanio rerio; Fresh water)
BCF other aquatic organisms 1	11700 (Chlorella sp.)
Log Pow	< -1.73 (Experimental value; EU Method A.8: Partition Coefficient)
Bioaccumulative potential	Bioaccumulation: not applicable. Not established.
<b>copper(II)sulfate (7758-98-7)</b>	
Bioaccumulative potential	Bioaccumable.
<b>manganese(II)sulfate (7785-87-7)</b>	
Bioaccumulative potential	No bioaccumulation data available. Not established.
<b>zinc sulfate (7733-02-0)</b>	
BCF fish 1	59 - 242 (Cyprinus carpio; Test duration: 8 weeks)

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<b>zinc sulfate (7733-02-0)</b>	
Bioaccumulative potential	Bioaccumable. Not established.
<b>Iron Sucrate (8047-67-4)</b>	
Bioaccumulative potential	Not established.
<b>Monoammonium Phosphate (7722-76-1)</b>	
Bioaccumulative potential	Not bioaccumulative. Not established.
<b>Dehydrated Poultry Manure</b>	
Bioaccumulative potential	Not established.
<b>potassium chloride (7447-40-7)</b>	
Log Pow	-0.46 (Estimated value)
Bioaccumulative potential	Bioaccumulation: not applicable. Not established.

### 12.4. Mobility in soil

<b>copper(II)sulfate (7758-98-7)</b>	
Ecology - soil	Toxic to flora.

### 12.5. Other adverse effects

Effect on the global warming : No known ecological damage caused by this product.

Other information : Avoid release to the environment.

## SECTION 13: Disposal considerations

### 13.1. Waste treatment methods

Waste disposal recommendations : Dispose in a safe manner in accordance with local/national regulations. Dispose of contents/container to ..

Ecology - waste materials : Avoid release to the environment.

## SECTION 14: Transport information

### Department of Transportation (DOT)

In accordance with DOT

Not regulated for transport

### TDG

No additional information available

### Transport by sea

No additional information available

### Air transport

No additional information available

## SECTION 15: Regulatory information

### 15.1. US Federal regulations

<b>urea (57-13-6)</b>	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
<b>copper(II)sulfate (7758-98-7)</b>	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Subject to reporting requirements of United States SARA Section 313	
CERCLA RQ	10 b
<b>manganese(II)sulfate (7785-87-7)</b>	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	

# Simplot EcoGreen 12-4-6

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<b>zinc sulfate (7733-02-0)</b>	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Subject to reporting requirements of United States SARA Section 313	
CERCLA RQ	1000 lb
<b>Iron Sulfate (8047-67-4)</b>	
Not listed on the United States TSCA (Toxic Substances Control Act) inventory	
<b>Monoammonium Phosphate (7722-76-1)</b>	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
<b>Dehydrated Poultry Manure</b>	
Not listed on the United States TSCA (Toxic Substances Control Act) inventory	
<b>potassium chloride (7447-40-7)</b>	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	

### 15.2. International regulations

#### CANADA

No additional information available

#### EU-Regulations

No additional information available

#### National regulations

No additional information available

### 15.3. US State regulations

<b>copper(II)sulfate (7758-98-7)</b>	
U.S. - Massachusetts - Right To Know List	
U.S. - New Jersey - Right to Know Hazardous Substance List	
U.S. - Pennsylvania - RTK (Right to Know) List	
<b>zinc sulfate (7733-02-0)</b>	
U.S. - Massachusetts - Right To Know List	
U.S. - New Jersey - Right to Know Hazardous Substance List	
U.S. - Pennsylvania - RTK (Right to Know) List	

## SECTION 16: Other information

Other information : None.

Full text of H-statements:

H301	Toxic if swallowed
H302	Harmful if swallowed
H315	Causes skin irritation
H318	Causes serious eye damage
H320	Causes eye irritation
H335	May cause respiratory irritation
H351	Suspected of causing cancer
H373	May cause damage to organs through prolonged or repeated exposure

SDS US (GHS HazCom 2012)

# Simplot EcoGreen 12-4-6

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# T A B B



1413 Via Salerno  
Escondido, CA 92026  
Phone: (760) 480-9738  
FAX: (760) 743-2171 OR 761-3582  
Cell: (760) 807-9056

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June 22, 2022

City of San Diego  
PURCHASING & CONTRACTING DEPT.  
1200 Third Avenue, Suite 200  
San Diego, CA 92101-4195

**ATTN:** Bid Review Team

Enclosed please find the specific bid document pages required for review and evaluation of RFP 10089787-22—L Complete Landscape Maintenance Service for Stonecrest Village Maintenance Assessment District (MAD).

Our company has been awarded the opportunity to perform complete landscaping services for fifteen years for the Stonecrest Village Maintenance Assessment District (MAD). Though we are a relatively small enterprise, we are not without the experience necessary to continue with and fully complete this contract with the highest quality in landscape maintenance services; to ensure complete customer satisfaction while maintaining a personable, professional and positive attitude. The small nature of my company allows me to work directly with the staff to ensure they are receiving the training and support required to be successful partners in our company team. Our staff is fully trained and continuously supervised.

Our comprehensive maintenance schedule will continually enhance the image of Stonecrest Village community. We build diverse teams and encourage behaviors that support an inclusive, respectful and safe working environment. We are committed to making sound and equitable hiring decisions. We provide an inclusive working environment that is psychologically and physically safe and ensures everyone can be heard and valued for their contributions.

I confirm that I have sufficient operating capital to make payroll, secure needed equipment, pay vendors and all expenses incurred in connection with the transactions required under this RFP. I confirm that Contemporary Design Landscape has not incurred any obligation, commitment, restriction, or liability of any kind, which would impair or adversely affect such resources and capabilities.

Thank you for the bidding opportunity. Contemporary Design Landscape is prepared and committed to accept all terms and conditions outlined in the Request For Proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "Franco Barnaba", written over a white rectangular area.

Franco Barnaba  
Owner/Operator

**EXHIBIT B  
SPECIFICATIONS**

**A. SPECIFICATIONS**

**1. Landscape Maintenance Specifications.** Contractor shall perform complete landscape maintenance and improvements of all contract areas identified in **Paragraph N** of these Specifications (Contract Sites) within the Stonecrest Village Maintenance Assessment District, including, but not limited to, the following: irrigation, pruning, shaping and training of trees, shrubs, turf, and groundcover plants; fertilization; litter control; weed control; control of all plant diseases and pests; mowing; edging; renovation and aeration; sweeping; irrigation; signs, riparian trails, and all other maintenance required to maintain the Contract Sites included in this Contract in a safe, attractive and useable condition and to maintain the plant material in good condition with horticulturally acceptable growth and color.

During and at the end of the maintenance period, all plant material shall be in a healthy, growing condition. The Contractor shall provide all equipment, labor, and materials necessary for performing landscape maintenance and irrigation services according to the following specifications.

**2. Improvements and Activities.** Contractor shall install and maintain certain improvements including, but not limited to the following: medians, rights-of-way, slopes, streets, brow ditches, gutters and curbs, trails, signs, irrigation, plant material, and other planting areas. Contractor services under these Specifications related to Improvements and Activities, including any extraordinary labor, shall be consistent with Improvements and Activities as authorized pursuant to the Assessment Engineer’s Report for the Stonecrest Village Maintenance Assessment District (MAD).

**B. DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER:**

	Registration No.	Expiration Date	Name
DIR Registration No.	1000011758	June 30, 2023	Franco Barnaba
Subcontractor’s DIR Registration No.			

**C. LICENSES**

To perform the work described in these Specifications, the Contractor must hold a C-27 State of California Contractors License. Any Contractor holding a different license who feels qualified to submit a proposal on this work must notify the City Contact in writing at least seven days prior to the proposal due date. After a thorough review of the proposed license substitution, the City will inform the Contractor, in writing, of its decision prior to the proposal closing. The City’s decision is final.

Any person supervising the use of pesticides, herbicides, or rodenticides must possess a valid Qualified Applicator’s Certificate for Category B. The Contractor must also hold a Pest Control Business License, must retain the services of a licensed Pest Control Advisor (PCA), and must

be registered with the County Agriculture Commissioner. The Contractor must possess the below licenses prior to submitting their proposal.

	License Number	Expiration Date	Name
State of California Contractors License	Class: C-27 No.: 0759579	02/28/23	Franco Barnaba
Qualified Applicator Certificate	QAC 119295 QAL 133574	12/31/22	Franco Barnaba
Pest Control Business License	37753	12/31/22	Franco Barnaba
Pest Control Advisor	73278	12/31/23	Leon Woznicz

**D. SCHEDULING OF WORK**

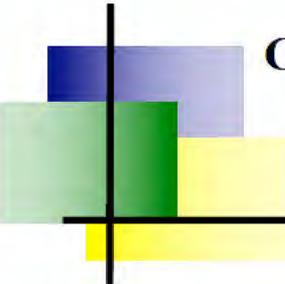
The Contractor shall establish an annual schedule of work (Work Schedule) to be followed in the performance of this Contract. In addition, the Contractor shall provide the Technical Representative (as defined in Exhibit B, **Paragraph G** of this Contract) with a list(s) of exact start dates for fertilization, renovation, aeration, and other infrequent operations at each of the Contract Sites at least ten (10) working days in advance of performing any of these operations.

Unless otherwise specified, the Contractor shall accomplish all normal landscape maintenance required under this Contract between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday, excluding holidays (normal working hours). If a specific task falls on a holiday, Contractor must complete the task on the following business day, or on an acceptable alternate date as authorized by the Technical Representative in writing. The Technical Representative may grant, on an individual basis, permission to perform contract maintenance at other hours where the public’s use of the Contract Sites is too great to allow for proper maintenance during normal working hours. Maintenance functions that generate excess noise, which would cause unreasonable annoyance to residents of the area, e.g., operations of power equipment, shall not commence before 8:00 a.m.

The Work Schedule, provided by the Contractor, must be completed, and submitted to the Technical Representative prior to the commencement of work on this contract. Any changes in scheduling shall be reported, in writing, to the Technical Representative immediately. This Work Schedule shall include routine work as well as infrequent operations such as fertilization and pruning.

The Contractor shall conduct the work at all times in a manner which will not unreasonably interfere with pedestrian traffic on adjacent sidewalks or vehicular traffic on adjacent streets.

In performing periodic operations required in this Contract, the Contractor shall continue routine grounds maintenance services within all Contract Sites without interruption.

The logo consists of a vertical black line intersected by a horizontal black line. To the left of the vertical line are three overlapping squares: a blue one at the top, a green one in the middle, and a yellow one at the bottom. To the right of the vertical line are two overlapping squares: a light purple one at the top and a yellow one at the bottom.

# Contemporary Design Landscape

1413 Via Salerno  
Escondido, CA 92026  
Phone: (760) 480-9738  
Cell: (760) 807-9056

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## REFERENCES

- Company:** City of San Diego  
**Contact:** Carlos Cordova  
**Address:** 202 C Street, 5th Floor, San Diego, CA 92101  
**Phone No.:** (619) 685-1305  
**Email:** [cjcordova@sandiego.gov](mailto:cjcordova@sandiego.gov)  
**Contract Value:** \$298,500  
**Contract Term:** Yearly  
**Project Name:** Stonecrest Village Maintenance Assessment District  
**Scope of Services:** Supervision, irrigation inspections and repairs, litter and weed control, fertilization of shrubs, turf and trees, mowing/edging, renovation, aerification, pruning of shrubs, turf and trees, sweeping walkways, mulch installation, brow ditch maintenance, pest control, pet station maintenance.
- Company:** City of San Diego  
**Contact:** Ben Perry  
**Address:** 202 'C' St., Floor, San Diego, CA. 92101  
**Phone No.:** (619) 685-1318  
**Email:** [bperry@sandiego.gov](mailto:bperry@sandiego.gov)  
**Contract Value:** \$116,330  
**Contract Term:** Yearly  
**Project Name:** Linda Vista Maintenance Assessment District  
**Scope of Services:** Supervision, irrigation inspections and repairs, litter and weed control, fertilization of shrubs, turf and trees, mowing/edging, renovation, aerification, pruning of shrubs, turf and trees, sweeping walkways, mulch installation, brow ditch maintenance, pest control.
- Company:** City of San Diego  
**Contact:** Ben Perry  
**Address:** 202 'C' St., Floor, San Diego, CA. 92101  
**Phone No.:** (619) 685-1318  
**Email:** [bperry@sandiego.gov](mailto:bperry@sandiego.gov)  
**Contract Value:** \$99,000  
**Contract Term:** Yearly  
**Project Name:** Camino Santa Fe Maintenance Assessment District  
**Scope of Services:** Supervision, irrigation inspections and repairs, litter and weed control, fertilization of shrubs, turf and trees, mowing/edging, renovation, aerification, pruning of shrubs, turf and trees, sweeping walkways, mulch installation, brow ditch maintenance, pest control.

**Company:** City of San Diego  
**Contact:** George Flores  
**Address:** 202 'C' St., Floor, San Diego, CA. 92101  
**Phone No.:** (619) 685-1335  
**Email:** gflores@sandiego.gov  
**Contract Value:** \$102,200  
**Contract Term:** Yearly  
**Project Name:** Genesee/North Torrey Pines Maintenance Assessment District  
**Scope of Services:** Supervision, irrigation inspections and repairs, litter and weed control, fertilization of shrubs, turf and trees, pruning of shrubs, turf and trees, sweeping walkways, mulch installation, brow ditch maintenance, pest control, yearly Torrey Pines golf tournament beautification.

**Company:** J. D. Richardson  
**Contact:** Rita Petrekova / Tiffani Rivers  
**Address:** 2851 Camino Del Rio South, Suite 310, San Diego, CA 92108  
**Phone No.:** 619-234-9884  
**Email:** rita@jdrichardson.net  
**Contract Value:** \$110,000  
**Contract Term:** Yearly  
**Project Name:** Hampton Place at Stonecrest  
**Scope of Services:** Supervision, irrigation inspections and repairs, litter and weed control, fertilization of shrubs, turf and trees, mowing/edging, renovation, aerification, pruning of shrubs, turf and trees, sweeping walkways, mulch installation, brow ditch maintenance, pest control, maintenance and replacement of yearly floral color plants, maintenance of entry monuments and community lights. Address individual homeowner needs/wants as approved by HOA.

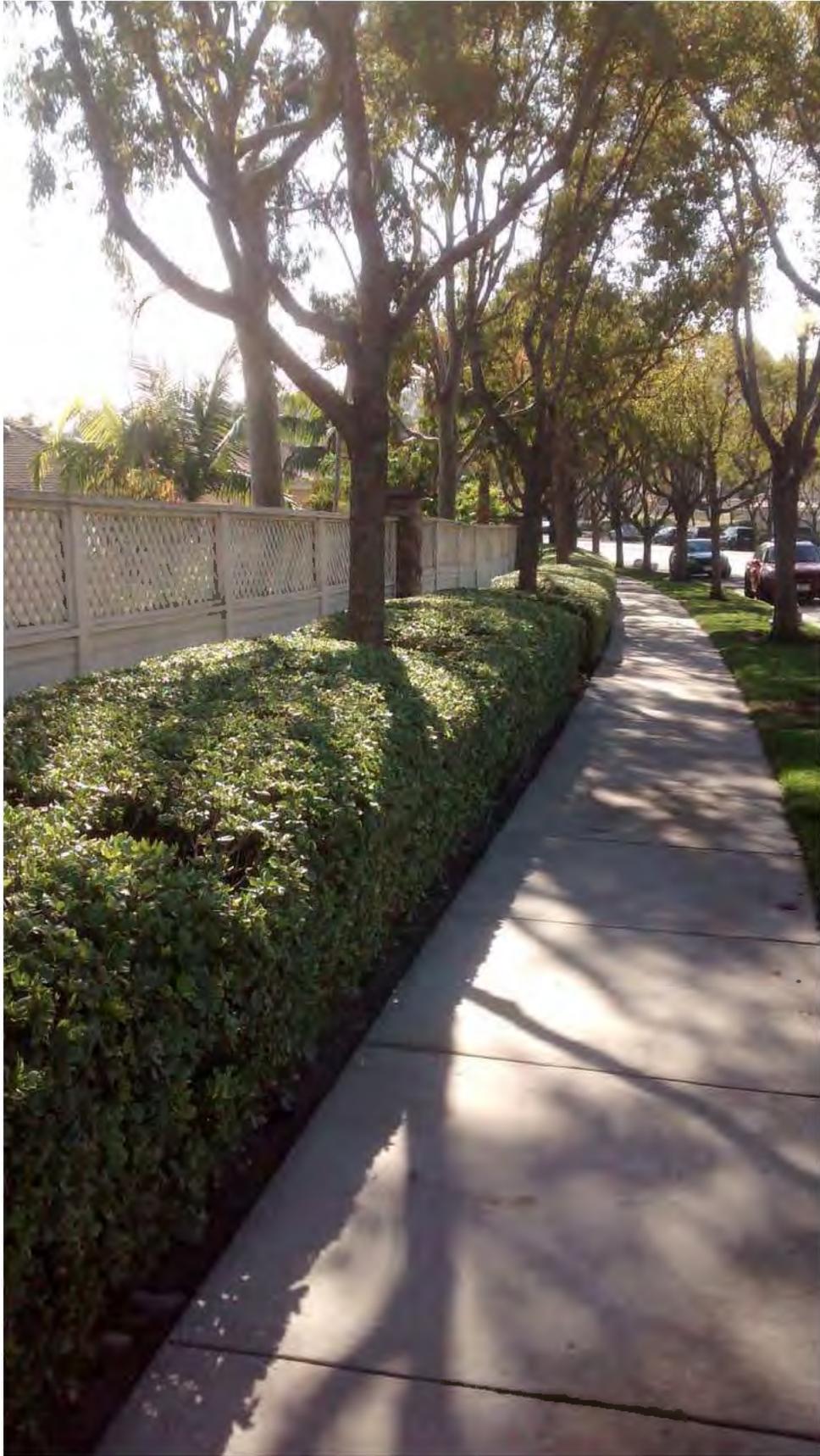
## **Capacity and Capability to provide enhanced services**

Contemporary Design Landscape is the current contractor providing landscape maintenance services to the Stonecrest Village MAD. Our team has provided services to this community and District for fifteen (15) years. Luis Cuadra has been the working Supervisor for the crew assigned to this contract for the entire 15 years and will continue to be if awarded the opportunity. Luis Cuadra not only is knowledgeable of the site and its requirements, but also has developed a trust with the community. Contemporary Design Landscape is a small company that is able to give this community the personal attention that it has come to expect and demand, all-in-all while working with the assigned City of San Diego contract administrator..

### **Pictorial Evidence of our Service:**



















## Purchase Order: 4000133198

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This purchase order was delivered by Ariba Network. For more information about Ariba and Ariba Network, visit <https://www.ariba.com>.



From:  
Open Space  
202 C Street, 5th Floor  
San Diego , CA 92101  
United States

To:  
**Franco Barnaba**  
1413 Via Salerno  
Escondido , CA 92026-2252  
United States  
Phone:  
Fax:  
Email: [fbarnaba@hotmail.com](mailto:fbarnaba@hotmail.com)

**Purchase Order**  
(New)  
4000133198  
Amount: \$149,250.00 USD  
Version: 1

### Payment Terms

NET 30

### Comments

Comment Type:

Submit

Comment Body:

NOT TIED TO A CONTRACT

"Stonecrest MAD - Provide routine monthly landscape maintenance based on annual quote. The span of service is month-to-month beginning January 1, 2022 for approximately six (6) months (until a 5-year formal contract award process is completed)"

Please include PO number on all invoices and mail to ATTN: Carlos Córdova via US mail or email invoice to: [CJCordova@sandiego.gov](mailto:CJCordova@sandiego.gov). If you have questions, please contact Carlos Córdova at 619-685-1305.

Comment By:

Danisha Jackett

Comment Date:

2021-12-27T12:52:53-08:00

Comment Type: Terms and Conditions

Body:City's Terms and Provisions Related to Its Prevailing Wage and Living Wage Ordinances

Purchase Orders Executed on or After January 1, 2015

By performing the services detailed in this purchase order, Contractor is entering into a contract with the City. Contractor certifies that he or she is aware of the wage provisions described herein and shall comply with such provisions before commencing services.

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

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

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

#	No. Schedule Lines	Part # / Description	Type	Return	Qty (Unit)	Need By	Unit Price	Subtotal	Tax
1	1	<b>Material</b>			6 (EA)	27 Jan 2022	\$1,389.16 USD	\$8,334.96 USD	\$0.00 USD
		Category II							

STATUS

6  
Unconfirmed

Tax

Tax Category	Tax Rate (%)	Taxable Amount	Tax Amount	Tax Location	Description	Exempt Detail
Sales Tax	0	\$8,334.96 USD	\$0.00 USD		City of San Diego Non Taxable	

Other Information

Req. Line No.: 1  
 Requester: Danisha Jackett  
 PR No.: PR186779  
 Classification Domain: unspsc  
 Classification Code: 72102902

Line #	No. Schedule Lines	Part # / Description	Type	Return	Qty (Unit)	Need By	Unit Price	Subtotal	Tax
2	2	<b>Material</b>			6 (EA)	27 Jan 2022	\$4,520.85 USD	\$27,125.10 USD	\$0.00 USD
		Category IV							

STATUS

6  
Unconfirmed

Tax

Tax Category	Tax Rate (%)	Taxable Amount	Tax Amount	Tax Location	Description	Exempt Detail
Sales Tax	0	\$27,125.10 USD	\$0.00 USD		City of San Diego Non Taxable	

Other Information

Req. Line No.: 2  
 Requester: Danisha Jackett  
 PR No.: PR186779  
 Classification Domain: unspsc  
 Classification Code: 72102902

Line #	No. Schedule Lines	Part # / Description	Type	Return	Qty (Unit)	Need By	Unit Price	Subtotal	Tax
3	3	<b>Material</b>			6 (EA)	27 Jan 2022	\$3,120.33 USD	\$18,721.98 USD	\$0.00 USD
		Category V							

STATUS

6

Unconfirmed

Tax

Tax Category	Tax Rate (%)	Taxable Amount	Tax Amount	Tax Location	Description	Exempt Detail
Sales Tax	0	\$18,721.98 USD	\$0.00 USD		City of San Diego Non Taxable	

Other Information

Req. Line No.:	3
Requester:	Danisha Jackett
PR No.:	PR186779
Classification Domain:	unspsc
Classification Code:	72102902

Line #	No. Schedule Lines	Part # / Description	Type	Return	Qty (Unit)	Need By	Unit Price	Subtotal	Tax
4	4	Category VI	Material		6 (EA)	27 Jan 2022	\$12,836.14 USD	\$77,016.84 USD	\$0.00 USD

STATUS

6  
Unconfirmed

Tax

Tax Category	Tax Rate (%)	Taxable Amount	Tax Amount	Tax Location	Description	Exempt Detail
Sales Tax	0	\$77,016.84 USD	\$0.00 USD		City of San Diego Non Taxable	

Other Information

Req. Line No.:	4
Requester:	Danisha Jackett
PR No.:	PR186779
Classification Domain:	unspsc
Classification Code:	72102902

Line #	No. Schedule Lines	Part # / Description	Type	Return	Qty (Unit)	Need By	Unit Price	Subtotal	Tax
5	5	Category XI	Material		6 (EA)	27 Jan 2022	\$360.36 USD	\$2,162.16 USD	\$0.00 USD

STATUS

6  
Unconfirmed

Tax

Tax Category	Tax Rate (%)	Taxable Amount	Tax Amount	Tax Location	Description	Exempt Detail
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Sales Tax	0	\$2,162.16 USD	\$0.00 USD	City of San Diego Non Taxable
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Other Information

Req. Line No.:	5
Requester:	Danisha Jackett
PR No.:	PR186779
Classification Domain:	unspsc
Classification Code:	72102902

Line #	No. Schedule Lines	Part # / Description	Type	Return	Qty (Unit)	Need By	Unit Price	Subtotal	Tax
6	6	Category XIII	Material		6 (EA)	27 Jan 2022	\$523.16 USD	\$3,138.96 USD	\$0.00 USD

STATUS

6 Unconfirmed
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Tax

Tax Category	Tax Rate (%)	Taxable Amount	Tax Amount	Tax Location	Description	Exempt Detail
Sales Tax	0	\$3,138.96 USD	\$0.00 USD		City of San Diego Non Taxable	

Other Information

Req. Line No.:	6
Requester:	Danisha Jackett
PR No.:	PR186779
Classification Domain:	unspsc
Classification Code:	72102902

Line #	No. Schedule Lines	Part # / Description	Type	Return	Qty (Unit)	Need By	Unit Price	Subtotal	Tax
7	7	Labor	Material		500 (EA)	27 Jan 2022	\$17.50 USD	\$8,750.00 USD	\$0.00 USD

STATUS

500 Unconfirmed
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Tax

Tax Category	Tax Rate (%)	Taxable Amount	Tax Amount	Tax Location	Description	Exempt Detail
Sales Tax	0	\$8,750.00 USD	\$0.00 USD		City of San Diego Non Taxable	

Other Information

Req. Line No.:	7
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Requester: Danisha Jackett  
 PR No.: PR186779  
 Classification Domain: unspsc  
 Classification Code: 72102902

Line #	No. Schedule Lines	Part # / Description	Type	Return	Qty (Unit)	Need By	Unit Price	Subtotal	Tax
8	8	Material			4,000 (EA)	27 Jan 2022	\$1.00 USD	\$4,000.00 USD	\$0.00 USD
		Materials							

STATUS

4,000  
 Unconfirmed

Tax

Tax Category	Tax Rate (%)	Taxable Amount	Tax Amount	Tax Location	Description	Exempt Detail
Sales Tax	0	\$4,000.00 USD	\$0.00 USD		City of San Diego Non Taxable	

Other Information

Req. Line No.: 8  
 Requester: Danisha Jackett  
 PR No.: PR186779  
 Classification Domain: unspsc  
 Classification Code: 72102902

Order submitted on: Thursday 6 Jan 2022 5:15 PM GMT-08:00  
 Received by Ariba Network on: Thursday 6 Jan 2022 5:15 PM GMT-08:00  
 This Purchase Order was sent by City of San Diego AN01037897144 and delivered by Ariba Network.

Sub-total:	\$	149,250.00	USD
Est. Total Tax:	\$	0.00	USD
Est. Grand Total:	\$	149,250.00	USD

PDF generated by Franco Barnaba on Monday 10 Jan 2022 6:48 PM GMT-08:00

## Purchase Order: 4000116865

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This purchase order was delivered by Ariba Network. For more information about Ariba and Ariba Network, visit <https://www.ariba.com>.



From:  
Open Space  
202 C Street, 5th Floor  
San Diego , CA 92101  
United States

To:  
**Franco Barnaba**  
1413 Via Salerno  
Escondido , CA 92026-2252  
United States  
Phone:  
Fax:  
Email: [fbarnaba@hotmail.com](mailto:fbarnaba@hotmail.com)

**Purchase Order**  
(New)  
4000116865  
Amount: \$148,612.00 USD  
Version: 1

### Payment Terms

NET 30

### Comments

Comment Type:

Submit

Comment Body:

NOT TIED TO A CONTRACT

Stonecrest MAD - Provide routine monthly landscape maintenance based on annual quote starting July 1, 2021.

Please include PO number on all invoices and mail to ATTN: Carlos Córdova via US mail or email invoice to: [CJCordova@sandiego.gov](mailto:CJCordova@sandiego.gov). If you have questions, please contact Carlos Córdova at 619-685-1305.

Comment By:

Danisha Jackett

Comment Date:

2021-07-07T11:21:21-07:00

Comment Type: Terms and Conditions

Body:City's Terms and Provisions Related to Its Prevailing Wage and Living Wage Ordinances

Purchase Orders Executed on or After January 1, 2015

By performing the services detailed in this purchase order, Contractor is entering into a contract with the City. Contractor certifies that he or she is aware of the wage provisions described herein and shall comply with such provisions before commencing services.

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

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

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

1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be

payment to Contractor until at least 30 days after this information is provided to the City.

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

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

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

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

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

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

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

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

2. Compensated Leave. Pursuant to San Diego Municipal Code section 22.4220(c), Contractor and its subcontractors shall provide a minimum of eighty (80) hours per year of compensated leave. Part-time employees must accrue compensated leave at a rate proportional to full-time employees.

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

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

5. Payroll Records. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.

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

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

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

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

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

**Other Information**

Legal Terms and Conditions of Purchase: <https://www.sandiego.gov/purchasing/vendor>

**SHIP ALL ITEMS TO**  
 P & R OPEN SPACE DIVISION  
 202" C STREET, FLOOR 5"  
 San Diego , CA 92101-4806  
 United States  
 Ship To Code: 0000205106  
 Email: DFJACKETT@SANDIEGO.GOV

**BILL TO**  
 Open Space  
 202 C Street, 5th Floor  
 San Diego , CA 92101  
 United States

**ATTENTION OF**  
 Danisha Jackett  
 P & R OPEN SPACE DIVISION

Line Items									
Line #	No. Schedule Lines	Part # / Description	Type	Return	Qty (Unit)	Need By	Unit Price	Subtotal	Tax



**Tax**

Tax Category	Tax Rate (%)	Taxable Amount	Tax Amount	Tax Location	Description	Exempt Detail
Sales Tax	0	\$18,283.98 USD	\$0.00 USD		City of San Diego Non Taxable	

**Other Information**

Req. Line No.:	3
Requester:	Danisha Jackett
PR No.:	PR165513
Classification Domain:	unspsc
Classification Code:	72102902

Line #	No. Schedule Lines	Part # / Description	Type	Return	Qty (Unit)	Need By	Unit Price	Subtotal	Tax
4	4	Category VI	Material		6 (EA)	7 Aug 2021	\$12,572.81 USD	\$75,436.86 USD	\$0.00 USD

**STATUS**

6 Unconfirmed
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**Tax**

Tax Category	Tax Rate (%)	Taxable Amount	Tax Amount	Tax Location	Description	Exempt Detail
Sales Tax	0	\$75,436.86 USD	\$0.00 USD		City of San Diego Non Taxable	

**Other Information**

Req. Line No.:	4
Requester:	Danisha Jackett
PR No.:	PR165513
Classification Domain:	unspsc
Classification Code:	72102902

Line #	No. Schedule Lines	Part # / Description	Type	Return	Qty (Unit)	Need By	Unit Price	Subtotal	Tax
5	5	Category XI	Material		6 (EA)	7 Aug 2021	\$345.86 USD	\$2,075.16 USD	\$0.00 USD

**STATUS**

6 Unconfirmed
------------------

**Tax**

Tax Category	Tax Rate (%)	Taxable Amount	Tax Amount	Tax Location	Description	Exempt Detail
Sales Tax	0				City of San	

\$2,075.16	\$0.00	Diego Non
USD	USD	Taxable

Other Information

Req. Line No.:	5
Requester:	Danisha Jackett
PR No.:	PR165513
Classification Domain:	unspsc
Classification Code:	72102902

Line #	No. Schedule Lines	Part # / Description	Type	Return	Qty (Unit)	Need By	Unit Price	Subtotal	Tax
6		6	Material		6 (EA)	7 Aug 2021	\$501.66 USD	\$3,009.96 USD	\$0.00 USD
		Category XIII							

STATUS

6  
Unconfirmed

Tax

Tax Category	Tax Rate (%)	Taxable Amount	Tax Amount	Tax Location	Description	Exempt Detail
Sales Tax	0	\$3,009.96 USD	\$0.00 USD		City of San Diego Non Taxable	

Other Information

Req. Line No.:	6
Requester:	Danisha Jackett
PR No.:	PR165513
Classification Domain:	unspsc
Classification Code:	72102902

Line #	No. Schedule Lines	Part # / Description	Type	Return	Qty (Unit)	Need By	Unit Price	Subtotal	Tax
7		7	Material		600 (EA)	7 Aug 2021	\$19.00 USD	\$11,400.00 USD	\$0.00 USD
		Labor							

STATUS

600  
Unconfirmed

Tax

Tax Category	Tax Rate (%)	Taxable Amount	Tax Amount	Tax Location	Description	Exempt Detail
Sales Tax	0	\$11,400.00 USD	\$0.00 USD		City of San Diego Non Taxable	

Other Information

Req. Line No.:	7
Requester:	Danisha Jackett

PR No.: PR165513  
 Classification Domain: unspsc  
 Classification Code: 72102902

Line #	No. Schedule Lines	Part # / Description	Type	Return	Qty (Unit)	Need By	Unit Price	Subtotal	Tax
8	8	Material			4,000 (EA)	7 Aug 2021	\$1.00 USD	\$4,000.00 USD	\$0.00 USD
		Category							

STATUS

4,000  
 Unconfirmed

Tax

Tax Category	Tax Rate (%)	Taxable Amount	Tax Amount	Tax Location	Description	Exempt Detail
Sales Tax	0	\$4,000.00 USD	\$0.00 USD		City of San Diego Non Taxable	

Other Information

Req. Line No.: 8  
 Requester: Danisha Jackett  
 PR No.: PR165513  
 Classification Domain: unspsc  
 Classification Code: 72102902

Order submitted on: Thursday 8 Jul 2021 2:21 PM GMT-07:00  
 Received by Ariba Network on: Thursday 8 Jul 2021 2:21 PM GMT-07:00  
 This Purchase Order was sent by City of San Diego AN01037897144 and delivered by Ariba Network.

Sub-total:	\$	148,612.00	USD
Est. Total Tax:	\$	0.00	USD
Est. Grand Total:	\$	148,612.00	USD

PDF generated by Franco Barnaba on Thursday 8 Jul 2021 4:41 PM GMT-07:00

This purchase order was delivered by Ariba Network. For more information about Ariba and Ariba Network, visit <http://www.ariba.com>.



**From:**  
**Open Space**  
 202 C Street, 5th Floor  
 San Diego , CA 92101  
 United States

**To:**  
**Franco Barnaba**  
 1413 Via Salerno  
 Escondido , CA 92026-2252  
 United States  
 Phone:  
 Fax:  
 Email: fbarnaba@hotmail.com

**Purchase Order**

**(New)**  
 4000050850  
 Amount: \$149,167.20 USD  
 Version: 1

**Payment Terms**

NET 30

**Comments**

Comment Type:  
 Submit

Comment Body:  
 Stonecrest MAD - Provide interim services on a month-to-month basis for landscape maintenance per the vendor quote beginning 07/01/2019 thru 12/31/2019.

Note to Vendor: Please include PO number on all invoices and email invoice to: [cjcordova@san Diego.gov](mailto:cjcordova@san Diego.gov) or by U.S. mail to the billing address as shown on the PO to the ATTN: Carlos Cordova. If questions, please contact Carlos Cordova at 619-685-1305.

Comment By:  
 DAVID TRAN  
 Comment Date:  
 2019-07-01T07:56:15-07:00

Comment Type: Terms and Conditions  
 Body: COSD Purchase Order Terms and conditions

**Other Information**

Legal Terms and Conditions <https://www.sandiego.gov/purchasing/vendor> of Purchase:

**SHIP ALL ITEMS TO**

**P & R OPEN SPACE DIVISION**  
 202" C STREET, FLOOR 5"  
 San Diego , CA 92101-4806  
 United States  
 Ship To Code: 0000205106  
 Email: davidt@san Diego.gov

**BILL TO**

**Open Space**  
 202 C Street, 5th Floor  
 San Diego , CA 92101  
 United States

**ATTENTION OF**

DAVID TRAN  
 P & R OPEN SPACE DIVISION

**Line Items**

Line #	Part # / Description	Type	Qty (Unit)	Need By	Unit Price	Subtotal	Tax
1	Landscape Maintenance (Non-Contract) Category II	Material	6 (EA)	30 Jun 2020	\$1,328.43 USD	\$7,970.58 USD	\$0.00 USD

**Tax**

Tax Category	Tax Rate (%)	Taxable Amount	Tax Amount	Tax Location	Description	Exempt Detail
Sales Tax	0	\$7,970.58 USD	\$0.00 USD		City of San Diego Non Taxable	

**Other Information**

Req. Line No.:	1
Requester:	DAVID TRAN
PR No.:	PR70051
Classification Domain:	unspsc
Classification Code:	72102902

Line #	Part # / Description	Type	Qty (Unit)	Need By	Unit Price	Subtotal	Tax
2	Landscape Maintenance (Non-Contract) Category IV	Material	6 (EA)	30 Jun 2020	\$4,309.88 USD	\$25,859.28 USD	\$0.00 USD

**Tax**

Tax Category	Tax Rate (%)	Taxable Amount	Tax Amount	Tax Location	Description	Exempt Detail
Sales Tax	0	\$25,859.28 USD	\$0.00 USD		City of San Diego Non Taxable	

**Other Information**

Req. Line No.:	2
Requester:	DAVID TRAN
PR No.:	PR70051
Classification Domain:	unspsc
Classification Code:	72102902

Line #	Part # / Description	Type	Qty (Unit)	Need By	Unit Price	Subtotal	Tax
3	Landscape Maintenance (Non-Contract) Category V	Material	6 (EA)	30 Jun 2020	\$2,995.17 USD	\$17,971.02 USD	\$0.00 USD

**Tax**

Tax Category	Tax Rate (%)	Taxable Amount	Tax Amount	Tax Location	Description	Exempt Detail
Sales Tax	0	\$17,971.02 USD	\$0.00 USD		City of San Diego Non Taxable	

**Other Information**

Req. Line No.:	3
Requester:	DAVID TRAN
PR No.:	PR70051
Classification Domain:	unspsc
Classification Code:	72102902

Line #	Part # / Description	Type	Qty (Unit)	Need By	Unit Price	Subtotal	Tax
4	Landscape Maintenance (Non-Contract)	Material	6 (EA)	30 Jun 2020	\$12,345.06 USD	\$74,070.36 USD	\$0.00 USD

Category VI

**Tax**

Tax Category	Tax Rate (%)	Taxable Amount	Tax Amount	Tax Location	Description	Exempt Detail
Sales Tax	0	\$74,070.36 USD	\$0.00 USD		City of San Diego Non Taxable	

**Other Information**

Req. Line No.:	4
Requester:	DAVID TRAN
PR No.:	PR70051
Classification Domain:	unspsc
Classification Code:	72102902

Line #	Part # / Description	Type	Qty (Unit)	Need By	Unit Price	Subtotal	Tax
5	Landscape Maintenance (Non-Contract) Category XI	Material	6 (EA)	30 Jun 2020	\$339.83 USD	\$2,038.98 USD	\$0.00 USD

**Tax**

Tax Category	Tax Rate (%)	Taxable Amount	Tax Amount	Tax Location	Description	Exempt Detail
Sales Tax	0	\$2,038.98 USD	\$0.00 USD		City of San Diego Non Taxable	

**Other Information**

Req. Line No.:	5
Requester:	DAVID TRAN
PR No.:	PR70051
Classification Domain:	unspsc
Classification Code:	72102902

Line #	Part # / Description	Type	Qty (Unit)	Need By	Unit Price	Subtotal	Tax
6	Landscape Maintenance (Non-Contract) Category XIII	Material	6 (EA)	30 Jun 2020	\$492.83 USD	\$2,956.98 USD	\$0.00 USD

**Tax**

Tax Category	Tax Rate (%)	Taxable Amount	Tax Amount	Tax Location	Description	Exempt Detail
Sales Tax	0	\$2,956.98 USD	\$0.00 USD		City of San Diego Non Taxable	

**Other Information**

Req. Line No.:	6
Requester:	DAVID TRAN

PR No.:	PR70051
Classification Domain:	unspsc
Classification Code:	72102902

Line #	Part # / Description	Type	Qty (Unit)	Need By	Unit Price	Subtotal	Tax
7	Landscape Maintenance (Non-Contract) Extra Labor	Material	700 (EA)	30 Jun 2020	\$19.00 USD	\$13,300.00 USD	\$0.00 USD

**Tax**

Tax Category	Tax Rate (%)	Taxable Amount	Tax Amount	Tax Location	Description	Exempt Detail
Sales Tax	0	\$13,300.00 USD	\$0.00 USD		City of San Diego Non Taxable	

**Other Information**

Req. Line No.:	7
Requester:	DAVID TRAN
PR No.:	PR70051
Classification Domain:	unspsc
Classification Code:	72102902

Line #	Part # / Description	Type	Qty (Unit)	Need By	Unit Price	Subtotal	Tax
8	Landscape Maintenance (Non-Contract) Materials	Material	5,000 (EA)	30 Jun 2020	\$1.00 USD	\$5,000.00 USD	\$0.00 USD

**Tax**

Tax Category	Tax Rate (%)	Taxable Amount	Tax Amount	Tax Location	Description	Exempt Detail
Sales Tax	0	\$5,000.00 USD	\$0.00 USD		City of San Diego Non Taxable	

**Other Information**

Req. Line No.:	8
Requester:	DAVID TRAN
PR No.:	PR70051
Classification Domain:	unspsc
Classification Code:	72102902

Order submitted on: Wednesday 17 Jul 2019 10:46 AM GMT-07:00  
 Received by Ariba Network on: Wednesday 17 Jul 2019 10:46 AM GMT-07:00  
 This Purchase Order was sent by City of San Diego AN01037897144 and delivered by Ariba Network.

Sub-total:	\$	149,167.20	USD
Est. Total Tax:	\$	0.00	USD
Est. Grand Total:	\$	149,167.20	USD



# City of San Diego PURCHASE ORDER

PO No. Return to Table of Contents 4886102700

Date: 07/31/2018 Page 1 of 4

<b>Ship To:</b> CITY OF SAN DIEGO PARK & RECREATION DEPARTMENT 202 "C" STREET, FLOOR 5 SAN DIEGO CA 92101-4806	<b>Bill To:</b> Open Space 202 C Street, 5th Floor San Diego CA 92101	<b>Billing Contact:</b> DAVID TRAN  <b>Telephone:</b>  <b>E-Mail:</b> davidt@sandiego.gov
--	--	--

<b>Vendor:</b> Franco Barnaba Contemporary Design Landscape 1413 Via Salerno Escondido CA 92026-2252  <b>Vendor ID:</b> 10010140 <b>Telephone:</b> 760-480-9738 <b>E-Mail:</b> fbarnaba@hotmail.com	<b>Terms:</b> within 30 days Due net  <b>Delivery Terms:</b> FOB Destination  <b>Buyer:</b> Katrina McDonald <b>Telephone:</b> 619 236-6038 <b>E-Mail:</b> KMMcDonald@sandiego.gov
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Line #	Serv #	Item ID/Description Service Description	Del.Date	Quantity/Ord UoM	Unit Price/Prc UoM Conv Factor	Extended Price
1		<b>LANDSCAPE MAINTENANCE (Monthly Service)</b>  Slonecrest MAD - Provide interim services on a month-to-month basis for landscape maintenance per the vendor quote beginning 07/01/2018 thru 12/31/2018.  DIR Project ID: 253072  Note to Vendor: Please include PO number on all invoices and email invoice to: cjcordova@sandiego.gov or by U.S. mail to the billing address as shown on the PO to the ATTN: Carlos Cordova. If questions, please contact Carlos Cordova at 619-685-1305.	06/30/2019	6 M	21405.00 M	USD 128,430.00
2		<b>LANDSCAPE MAINT. (EXTRA LABOR)</b>  By performing the services detailed in this purchase order, Contractor is entering into a contract with the City. Contractor certifies that he or she is aware of the wage provisions described herein and shall comply with such provisions before commencing services. A. PREVAILING WAGES. Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under his Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under his Contract cumulatively exceeding \$15,000, Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below. This requirement is in addition to the requirement to pay Living Wage pursuant to San Diego Municipal Code sections 22.4201 through 22.4245. Contractor must determine which per diem rate is highest for each classification of work (i.e. Prevailing Wage Rate or Living Wage Rate), and pay the highest of the two rates to their employees. Living Wage applies to workers who are not subject to Prevailing Wage Rates. 1. Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work. 1.1. Copies of such prevailing rate of per diem wages are on file at the City of San Diego's Equal Opportunity Contracting Department and are available for inspection to any interested party on request. Copies of	06/30/2019	21,570 EA	1.00 EA	USD 21,570.00

**Notes:** The Terms and Conditions of this Purchase Order are available at <http://sandiego.gov/purchasing/>

**IMPORTANT!**

To ensure prompt payments, PO # must appear on all shipments and invoices; all invoices must be directed to **Billing Contact** person at **Bill-To** address listed above

SEE LAST PAGE  
FOR TOTAL



# City of San Diego PURCHASE ORDER

PO No. Return to Table of Contents  
4500102700

Date: 07/31/2018 Page 4 of 4

Line #	Serv#	Item ID/Description Service Description	Del.Date	Quantity/Ord UoM	Unit Price/Prc Uom Conv Factor	Extended Price
		<p>San Diego, but will not be required to be submitted online with the DIR directly. Contractor will need to keep those records for at least three years following the completion of the contract. (Labor Code section 1771.4).</p> <p>12.3. List of all Subcontractors. Contractor shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 11 above. (Labor Code section 1773.3).</p> <p>B. Living Wages. This Contract is subject to the City's Living Wage Ordinance (LWO), codified at SDMC sections 22.4201 through 22.4245. The LWO requires payment of minimum hourly wage rates and other benefits unless an exemption applies. SDMC section 22.4225 requires each Contractor to fill out and file a living wage certification with the City Manager within thirty (30) days of Award of the Contract. LWO wage and health benefit rates are adjusted annually in accordance with SDMC section 22.4220(b) to reflect the Consumer Price Index. Service contracts, financial assistance agreements, and City facilities agreements must include this upward adjustment of wage rates to covered employees on July 1 of each year. In addition, Contractor agrees to require all of its subcontractors, sublessees, and concessionaires subject to the LWO to comply with the LWO and all applicable regulations and rules.</p> <p>1.1. Exemption from Living Wage Ordinance. Pursuant to SDMC section 22.4215, this Contract may be exempt from the LWO. For a determination on this exemption, Contractor must complete the Living Wage Ordinance Application for Exemption.</p> <p>C. Highest Wage Rate Applies. Contractor is required to pay the highest applicable wage rate where more than one wage rate applies.</p>				
<p><b>Notes:</b> The Terms and Conditions of this Purchase Order are available at <a href="http://sandiego.gov/purchasing/">http://sandiego.gov/purchasing/</a></p>						<p>Line Item Total \$ 150,000.00</p> <p>Tax \$ 0.00</p>
<b>IMPORTANT!</b>						
<p>To ensure prompt payments, PO # must appear on all shipments and invoices; all invoices must be directed to <i>Billing</i> Contact person at <i>Bill-To</i> address listed above</p>						<p><b>PO Total \$ 150,000.00</b></p> <p style="text-align: right;"><i>Page 15</i></p>



# City of San Diego PRICING AGREEMENT

## Bid No.: 6508-04-H

**PA No. 8060147-0**

<b>Ship To:</b> Center ID: 102PURCH PURCHASING & CONTRACTING Attn: SEE ACTUAL PO'S FOR SPECIFICS BILL-TO AND SHIP TO ADDRESS SAN DIEGO, CA 92101-4195	<b>Bill To:</b> Center ID: 102PURCH PURCHASING & CONTRACTING Attn: SEE ACTUAL PO'S FOR SPECIFICS BILL-TO AND SHIP TO ADDRESS SAN DIEGO, CA 92101-4195	<b>Date:</b> 01/28/08 <b>Time:</b> 11:08:55AM <b>OPIS No.:</b> PA04-8060147-0 <b>Commodity Code:</b> 9725 <b>Last Option End Date:</b> 02/08/09	<b>Page:</b> 1 of 3
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**Vendor:**

 CONTEMPORARY DESIGN LANDSCAPE  
 1413 VIA SALERNO  
 ESCONDIDO, CA 92026-2252  
 USA

**Terms:** Net 30

**FOB:**
**Tax Code:** See Notes

**Buyer:** Frank Moreno

**Phone:** (619) 236-6248

**Fax:** (619) 533-3226

**E-Mail:** FMoreno@sandiego.gov

**Vendor ID:** CDL 05002242

**Phone:** (760) 743-2171

**Fax:** (760) 761-3682

Line #	Item ID/Description	Quantity/U/M	Unit Price	Extended Price
<i>This Document is for Contractual Information Only and is NOT a Purchase Order            Purchase Orders Will be Issued as Needed</i>				
1	CENTRAL AREA Site 1	12.00 MO	\$ 570.9406	\$ 6,851.29
2	EASTERN AREA Site 2	12.00 MO	861.5255	10,338.31
3	TRAFFIC DIVISION Site 3	12.00 MO	780.8725	9,370.47
4	MID CITY AREA Site 4	12.00 MO	780.8621	9,370.35
5	NORTHEASTERN AREA Site 5	12.00 MO	868.5622	10,302.75
6	NORTHERN AREA Site 6	12.00 MO	793.0001	9,516.00
7	SOUTHEASTERN AREA Site 7	12.00 MO	987.5354	11,850.42
8	SOUTHERN AREA Site 8	12.00 MO	758.4668	9,101.60
9	WESTERN AREA Site 9	12.00 MO	990.0997	11,881.20
10	POLICE GARAGE Site 10	12.00 MO	925.4683	11,105.62
11	POLICE PISTOL RANGE Site 11	12.00 MO	821.5500	9,858.60

 Have questions about doing business with the City of San Diego? Visit our Purchasing web site at [www.sandiego.gov/purchasing](http://www.sandiego.gov/purchasing) and get all the answers.

For specific information regarding contract opportunities with the City of San Diego, please visit our

**SEE LAST PAGE  
FOR TOTALS**



**City of San Diego**  
**PRICING AGREEMENT**  
**Bid No.: 6508-04-H**

[Return to Table of Contents](#)

PA No. **8060147-0**

<b>Ship To:</b> Center ID: 102PURCH PURCHASING & CONTRACTING Attn: SEE ACTUAL PO'S FOR SPECIFICS BILL-TO AND SHIP TO ADDRESS SAN DIEGO, CA 92101-4195	<b>Bill To:</b> Center ID: 102PURCH PURCHASING & CONTRACTING Attn: SEE ACTUAL PO'S FOR SPECIFICS BILL-TO AND SHIP TO ADDRESS SAN DIEGO, CA 92101-4195	<b>Date:</b> 01/28/08 <b>Time:</b> 11:08:57AM <b>OPIS No.:</b> PA04-8060147-0 <b>Commodity Code:</b> 9725 <b>Last Option End Date:</b> 02/08/09	<b>Page:</b> 2 of 3
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<b>Vendor:</b> CONTEMPORARY DESIGN LANDSCAPE 1413 VIA SALERNO ESCONDIDO, CA 92026-2252 USA Vendor ID: CDL 05002242    Phone: (760) 743-2171    Fax: (760) 761-3582	<b>Terms:</b> Net 30 <b>FOB:</b> <b>Tax Code:</b> See Notes <b>Buyer:</b> Frank Moreno <b>Phone:</b> (619) 236-6248 <b>Fax:</b> (619) 533-3226 <b>E-Mail:</b> FMoreno@sandiego.gov
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Line #	Item ID/Description	Quantity/U/M	Unit Price	Extended Price
12	HORSE STABLE Site 12	12.00 MO	\$ 105.2243	\$ 1,262.69
13	POLICE HEADQUARTERS Site 13	12.00 MO	1,766.1624	21,061.95
14	PARKWAY Federal Blvd Parkway Site 14	12.00 MO	598.8631	7,186.36
15	CANINE Site 15	12.00 MO	3,958.9187	47,507.02
16	COMMUNITY ROOM Site 16	12.00 MO	475.4306	5,705.17
17	EXTRAORDINARY LABOR Hourly rate	300.00 HR	21.3696	6,410.88
18	STAR/PAL BLDG. Site 17	12.00 MO	491.1500	5,893.80
19	NORTHWESTERN Site 18	12.00 MO	3,184.7200	38,216.64

**Notes:**

PREVIOUS BID 5680-03-Y

EXERCISING OPTION #4 TO FURNISH THE CITY OF SAN DIEGO WITH COMPLETE LANDSCAPE MAINTENANCE SERVICES FOR THE VARIOUS POLICE DEPARTMENT FACILITIES FOR PERIOD 02/09/08 THROUGH 02/08/09 @ 3.4% (CPI) INCREASE.

NO RENEWAL OPTIONS REMAIN

Have questions about doing business with the City of San Diego? Visit our Purchasing web site at [www.sandiego.gov/purchasing](http://www.sandiego.gov/purchasing) and get all the answers.

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**SEE LAST PAGE  
FOR TOTALS**



# City of San Diego PRICING AGREEMENT

[Return to Table of Contents](#)

PA No. **8060147-0**

Bid No.: 6508-04-H

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<b>Vendor:</b> CONTEMPORARY DESIGN LANDSCAPE 1413 VIA SALERNO ESCONDIDO, CA 92026-2252 USA	<b>Terms:</b> Net 30 <b>FOB:</b> <b>Tax Code:</b> See Notes <b>Buyer:</b> Frank Moreno <b>Phone:</b> (619) 236-6248 <b>Fax:</b> (619) 533-3226 <b>E-Mail:</b> FMoreno@sandiego.gov
--	--

Vendor ID: CDL 05002242      Phone: (760) 743-2171      Fax: (760) 761-3562

**Notes (cont):**

PUBLIC AGENCY: NO  
 VENDOR CONTACT: FRANCO BARNABA, OWNER

UPDATE INSURANCE AS REQUIRED

NOTE: THIS IS FOR CONTRACTURAL INFORMATION ONLY, THIS IS NOT A PURCHASE ORDER. PURCHASE ORDERS WILL BE ISSUED AS REQUIRED.

DISTRIBUTION: FILE, VENDOR, BUYER, OPIS, RITA CASTILLO AND CHERYL HALL

Have questions about doing business with the City of San Diego? Visit our Purchasing web site at [www.sandiego.gov/purchasing](http://www.sandiego.gov/purchasing) and get all the answers.

For specific information regarding contract opportunities with the City of San Diego, please visit our Bid & Contract Opportunities web site at [www.sandiego.gov/bids-contracts](http://www.sandiego.gov/bids-contracts).

Line Item Total	\$	242,791.12
Tax		0.00
Freight		0.00
<b>PA Total:</b>	<b>\$</b>	<b>242,791.12</b>



January 12, 2010

Contemporary Design Landscape  
1413 Via Salerno  
Escondido, CA 92026  
Attn: Franco Barnaba

**SUBJECT: Agreement between the City of Vista and Contemporary Design Landscape for Grounds and Landscape Maintenance Services**

Enclosed please find a fully executed Agreement between the City of Vista and Contemporary Design Landscape for grounds and landscape maintenance services in the City of Vista. Also enclosed is the City Council Resolution of Approval of the agreement.

If you have any questions regarding this agreement, please contact me at (760) 726-1340, ext. 1604. If you have any technical questions regarding service, please contact Rod Krueger at ext. 1651.

Sincerely,

A handwritten signature in blue ink that reads "Sue Crossman".

Sue Crossman  
Administrative Secretary

Enc.  
Cc: Rod Krueger



# City of Vista

---

November 19, 2009

Contemporary Design Landscape  
Attn: Franco Barnaba, Owner  
1413 Via Salerno  
Escondido, CA 92026

**RE: Award of Contract for Grounds and Landscape Maintenance Services**

Dear Mr. Barnaba:

At the Vista City Council meeting of November 10, 2009, the City Council adopted Resolution No. 2009-184, approving the above-referenced contract to Contemporary Design Landscape. Enclosed is a copy of the resolution.

Please note, our Public Services Department will be sending you the agreement for signature, as well as instructions regarding insurance requirements and other details. When the agreement has been signed by the Mayor, you will be given a fully executed copy for your record.

Should you have any questions concerning the contract, please contact Karisa Soto, Management Analyst, at (760) 639-6176.

Sincerely,

Rita R. Turnbull  
Administrative Secretary  
Office of the City Clerk

enc.

RESOLUTION NO. 2009- 184

**A RESOLUTION OF THE CITY COUNCIL OF THE CHARTERED CITY OF VISTA, CALIFORNIA, APPROVING AN AGREEMENT WITH CONTEMPORARY DESIGN LANDSCAPE FOR GROUNDS AND LANDSCAPE MAINTENANCE SERVICES**

WHEREAS, the City of Vista ("City") is authorized to contract for services under Chapter 3.08 of the Vista Municipal Code; and

WHEREAS, the City requires assistance with grounds and landscape maintenance services; and

WHEREAS, on October 1, 2009, public bids for the grounds and landscape maintenance services were opened; and

WHEREAS, the bid from Contemporary Design Landscape was determined to be the lowest responsive, responsible bid; and

WHEREAS, the City Council desires to enter into an agreement with Contemporary Design Landscape for grounds and landscape maintenance services.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Agreement between the City of Vista and Contemporary Design Landscape for grounds and landscape maintenance services, dated November 10, 2009, is approved.
2. The Mayor is authorized to execute the Agreement on behalf of the City.
3. The City Manager is authorized to execute all amendments extending the term of the Agreement and price increases up to the Consumer Price Index as authorized by the Agreement.

PASSED AND ADOPTED at a meeting of the City Council held on November 10, 2009, by the following vote:

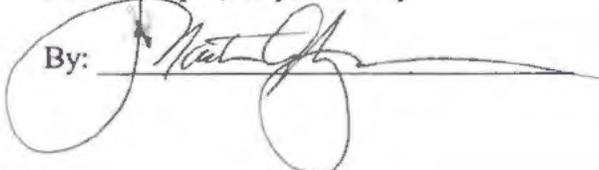
AYES: MAYOR VANCE, RITTER, GRONKE, CAMPBELL, LOPEZ

NOES: NONE

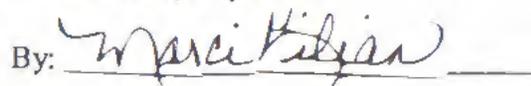
ABSTAIN: NONE

  
MORRIS B. VANCE, Mayor

APPROVED AS TO FORM:  
Darold Pieper, City Attorney

By: 

ATTEST:  
Marci Kilian, City Clerk

By: 

Contractor shall also be responsible for all additional Miscellaneous Maintenance Tasks for each facility listed below.

#### CATEGORY 1 – PARKWAYS AND MEDIANS

1. **Rotary Lane Parkway** – Landscaped slope and mulched bare area on the south side of Vista Village Drive from Citrus Avenue to Lincoln Middle School parking lot; 1 acre; automatic irrigation.
2. **Vista Village Drive Parkway Planters** – Escondido Avenue to Santa Fe Avenue. 1.5 acre; automatic irrigation.
3. **Vista Village Drive Medians and Parkway Planters** – Santa Fe Ave. to W. Vista Way. 1 acre; automatic irrigation.
4. **Downtown Parking Lot Planters** – Parking lot planters on the south side of Vista Village Drive between Indiana and Citrus Avenue; .25 acre; automatic irrigation.
5. **Main Street Parking Lot Planters** – Parking lot planters at 307 Main Street; .25 acre; automatic irrigation.
6. **East Broadway Planters** – Planters from Citrus Avenue west to S. Santa Fe Avenue and including the flag pavilion at Citrus and Broadway; .25 acre; automatic irrigation.
7. **NCTD Parking Lot Planters** – North side of Vista Village Drive at Olive Avenue; .25 acre; automatic irrigation.
8. **Creekwalk Landscaped Flood Channel** – 117 Vista Village Drive, south of the Wave Water Park. 1.25 acres; automatic irrigation.
9. **West Vista Way Medians** – From Vista Village Drive to Melrose; approximately .5 acre; drip irrigation.
10. **Sycamore Avenue Medians I** – Thibodo Road to Green Oak Road; 1 acre; automatic irrigation.
11. **Bobier Median Strips** - Calle Jules to N. Santa Fe Avenue; 1 acre; automatic drip irrigation.
12. **N. Santa Fe Avenue Median Strip** - Vista Village Drive to Bobier; .5 acre; automatic drip irrigation.
13. **S. Melrose Drive Medians** - Hwy 78 to Breeze Hill Road; .1 acre; automatic drip irrigation.
14. **S. Melrose Drive Medians** – from Sunset Drive to Cannon Road; approximately .5 acre
15. **S. Melrose Drive Medians** – median and landscaped slopes south of Aspen Way; approximately .75 acre.

16. *Business Park Drive and Palomar Airport Road* – .5 acre
17. *Olive Avenue Parkways and Landscaped Areas* – 1 acre
18. *Escondido Avenue medians* – .5 acre
19. *Granada Drive* – at Olive Avenue; .1 acre

## CATEGORY 2 – SOUTH MELROSE LANDSCAPE MAINTENANCE DISTRICT

20. *South Melrose Drive Medians* – From Green Oak Drive to the terminus of Aspen Way; 2 acres; automatic irrigation.
21. *South Melrose Hillsides and Parkways* – Along South Melrose from Green Oak to terminus of South Melrose; and includes the slope behind homes on Jewel Ridge; the native slope behind the homes on the south side of Green Oak Road that backs up to Buena Vista Park; the slope on the north side of Green Oak Road at Oak Creek Lane; and the slope on the north side of Grand Avenue and Dogwood Way. 3 acres; automatic irrigation.
22. *Sycamore Avenue Medians II* – 1 acre; automatic irrigation.
23. *Parkview Drive* – The native landscaped pad on the south side of the street. Across from 1559 Parkview Drive. .75 acre; automatic irrigation.

## CATEGORY 3 – PARKS & OTHER SITES

24. *Multi Service Center Grounds at 642 Vista Village Drive* – 1 acre; automatic irrigation.
25. *Bub Williamson Park* – 530 Grapevine Road. To include the planter at Olive Avenue and Granada Drive, and the s/e corner of Ruby and Ravine Drives. 8.75 acres; automatic irrigation. Cleaned daily Monday through Friday.
26. *Breeze Hill Park* – 900 South Melrose; 4.8 acres; automatic irrigation. Cleaned daily Monday through Friday.
27. *South Buena Vista Park* - South Melrose at Mountain Pass Circle. 6 acres; automatic irrigation. Cleaned daily Monday through Friday.
28. *Sheriff Substation Landscaping* – 1477 Moon Road (corner of Grapevine Road and Moon Road); .25 acre; automatic irrigation.
29. *SDG&E Substation* – North Santa Fe Ave at Vista Village Drive, .25 acre
30. *Thibodo Park* – 9 acres

- 31. ***Shadowridge Park*** – 2101 Lupine Hills Road; 5 acres; automatic irrigation. Cleaned daily Monday through Friday.
- 32. ***Wave Waterpark*** – 101 Wave Drive; 1 acre; Bermuda turf grass; planters; parking lot; perimeter landscaping.
- 33. ***Vista Library*** –700 Eucalyptus Avenue. Includes parking lot and all exterior landscape, walkways, automatic irrigation. Cleaned daily Monday through Friday. 1 acre.

**CATEGORY 4 – PARKS, WEEKEND/HOLIDAY SERVICE**

- 34. **Trash and Restroom Cleaning on Weekends and Holidays at the following parks:**
  - a. Breeze Hill
  - b. Bub Williamson
  - c. Buena Vista Park
  - d. Creekwalk
  - e. Luz Duran
  - f. Raintree
  - g. Thibodo
  - h. Shadowridge
  - i. S. Buena Vista
  - j. Wildwood

**CATEGORY 5 – FIRE STATIONS**

- 35. **Fire Station sites:**
  - a. Fire Station No. 1      175 N. Melrose Drive
  - b. Fire Station No. 2      1050 Valley Drive
  - c. Fire Station No. 3      1070 Old Taylor
  - d. Fire Station No. 4      2121 Thibodo Road
  - e. Fire Station No. 5      2009 S. Melrose Drive
  - f. Fire Station No. 6      651 E. Vista Way

Contractor acknowledges personal inspection of the facilities and the surrounding areas and has evaluated the extent to which the physical condition, thereof, will affect the services to be provided. Contractor accepts the premises in their present, physical condition and agrees to make no demands upon City for any improvements or alterations, thereof.

**3.0 CERTIFICATIONS/REPORTS**

**Maintenance Function Report**

Contractor shall maintain, and keep current, work schedules and report forms (samples are attached as PART III FORMS) that record all on-going, seasonal and additional work, and maintenance functions performed by Contractor’s personnel. Said report shall be in a form and content acceptable to the City and shall be submitted to City concurrent with the monthly invoicing. The monthly payment will not be made until such report is received and deemed acceptable by the City.

**Irrigation Management Report**

Contractor shall provide a monthly report form that records all irrigation repairs, controller station



### Current and Past Projects - Comparison of Size

Project	Yearly Contract Amount	Sq.Ft. Maintained	Gutters In.ft.	
Stonecrest Village MAD	\$298,500.00	1,189,493	23,697	Current
Linda Vista MAD	\$116,330.00	272,620	15,209	Current
Camino Santa Fe MAD	\$99,230.00	131,069	33,006	Current
Campus Point	\$13,710.00	1,089,000	3,320	Current
City of Vista Parks	\$302,670.00	4,399,560	85,899	Completed
Genesee/N.Torrey Pines MAD	\$102,120.00	416,001	65,335	Completed
City of San Marcos	\$178,740.00	1,545,875	97,655	Complete
Eastgate Mall	\$57,540.00	429,630	22,781	Completed
Police Station	\$242,791.12	18 Stations	Numerous	Completed
Calle Cristobal	\$106,800.00	475,259	51,598	Completed
County of San Diego - 4S Ranch	\$45,000.00	174,240	11,898	Completed
Metropolitan Operations Center	\$47,160.00	337,105	560	Completed



# CONTEMPORARY DESIGN LANDSCAPE

## EMPLOYEE SAFETY PLAN

## Commitment to Safety

Contemporary Design Landscape recognizes that employees drive our business. As the most critical resource, employees will be safeguarded through training, provision of appropriate work surroundings and procedures that foster protection of health and safety. All work conducted by 's employees will take into account the intent of this policy. No duty, no matter what its perceived result, will be deemed more important than employee health and safety.

is firmly committed to the safety of our employees. We will do everything possible to prevent workplace accidents and we are committed to providing a safe working environment for all employees.

We value our employees not only as employees but also as human beings critical to the success of their family, the local community and .

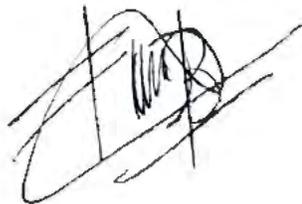
Employees are encouraged to report any unsafe work practices or safety hazards encountered on the job. All accidents/incidents (no matter how slight) are to be immediately reported to the supervisor on duty.

A key factor in implementing this policy will be the strict compliance to all applicable federal, state and local policies and procedures. Failure to comply with these policies may result in disciplinary actions.

Respecting this, will make every reasonable effort to provide a safe and healthful workplace that is free from any recognized or known potential hazards. Additionally, subscribes to these principles:

1. All accidents are preventable through implementation of effective safety and health control policies and programs.
2. Safety and health controls are a major part of our work every day.
3. Accident prevention is good business. It minimizes human suffering, promotes better working conditions for everyone, holds in higher regard with customers and increases productivity. This is why will comply with all safety and health regulations which apply to the course and scope of operations.
4. Management is responsible for providing the safest possible workplace for employees. Consequently, management of is committed to allocating and providing all of the resources needed to promote and effectively implement this safety policy.
5. Employees are responsible for following safe work practices and company rules, and for preventing accidents and injuries. Management will establish lines of communication to solicit and receive comments, information, suggestions and assistance from employees where safety and health are concerned.
6. Management and supervisors of will set an exemplary example with good attitudes and strong commitment to safety and health in the workplace. Toward this end, management must monitor company safety and health performance, working environment and conditions to ensure that program objectives are achieved.
7. Our safety program applies to all employees and persons affected or associated in any way by the scope of this business. Everyone's goal must be to constantly improve safety awareness and to prevent accidents and injuries.

Everyone at must be involved and committed to safety. This must be a team effort. Together, we can prevent accidents and injuries. Together, we can keep each other safe and healthy in the workplace.



Owner

## Employee Safety Responsibilities

The primary responsibility of employees is to perform their duties in a safe manner in order to prevent injury to themselves and others. As a condition of employment, employees **MUST** become familiar with, observe and obey 's rules and established policies for health, safety and preventing injuries while at work. Additionally, employees **MUST** learn the approved safe practices and procedures that apply to their work. Before beginning special work or new assignments, an employee should review applicable and appropriate safety rules.

If an employee has any questions about how a task should be done safely, they are under instruction **NOT** to begin the task until they discusses the situation with their supervisor. Together, they will determine the safe way to do the job.

If, after discussing a safety situation with their supervisor, an employee still has questions or concerns, they are required to contact the Safety Coordinator.

**NO EMPLOYEE IS EVER REQUIRED** to perform work that they believe is unsafe or that they think is likely to cause injury or a health risk to themselves or others.

### General Safety Rules

#### **Conduct**

Horseplay and practical jokes are forbidden. Employees are required to work in an injury-free manner displaying accepted levels of behavior. Conduct that places the employee or others at risk, or which threatens or intimidates others, is forbidden.

#### **Drugs and Alcohol**

Use and/or possession of illegal drugs or alcohol on company property or on company time is forbidden. Reporting for work while under the influence of illegal drugs or alcohol is forbidden.

#### **Housekeeping**

You are responsible for keeping your work area clean and safe. Clean up several times throughout the day, disposing of trash and waste in approved containers, wiping up any drips/spills immediately and putting equipment and tools away as you are finished with them.

The following areas must remain clear of obstructions:

- Aisles/exits
- Fire extinguishers and emergency equipment
- All electrical breakers, controls and switches

#### **Injury Reporting**

All work-related injuries must be reported to your supervisor as soon as practicable. Failure to report injuries can result in loss of Workers' Compensation benefits. After each medical appointment resulting from a work-related injury, you must contact your supervisor to discuss your progress. You must also give your supervisor any paperwork that you received at the appointment.

provides Transitional Return to Work (light duty) jobs for persons injured at work. Transitional work is meant to allow the injured or ill employee to heal under a doctor's care while remaining productive. Employees are required to return to work immediately upon release.

## Safety Orientation Training

Contemporary Design Landscape is committed to providing safety and health-related orientation and training for all employees at all levels of the Company. The Company will maintain and support a program to educate and familiarize employees with safety and health procedures, rules and safe work practices. The training subjects and materials have been developed using industry best practices criteria and site-specific data.

The training may include, but is not limited to, the following:

1. Company-specific accident and incident data
2. Hazards associated with the work area
3. Hazards associated with a specific job or task
4. Operation of specific equipment
5. Personal protective equipment
6. Emergency procedures
7. Employee accident reporting requirements
8. Return to work program
9. Any OSHA required training not included or addressed above

### Periodic Inspections

It is the policy of that workplaces are subject to periodic safety and health inspections to ensure implementation and execution of our policies and procedures as it relates to employees, contractors and vendors.

All employees are responsible for cooperating during these inspections. Managers and supervisors are responsible for initiating corrective actions to improve items discovered during such walkthroughs.

### Incident Reporting

1. Any work-related injury or suspected injury must be reported to your supervisor, Job Site Foreman and to Human Resources. An Incident Report form must be completed. Failure to promptly report an injury may result in a loss of workers' compensation benefits or disciplinary action.
2. CDL Office personnel will issue the necessary forms an injured employee to take to the treating medical practitioner. The employee must return this form to Human Resources by the next business day.
3. After each practitioner appointment, the employee must report to their supervisor and CDL Office personnel to review their progress.
4. An accident investigation will be conducted to determine the root cause of the accident. The injured employee will be asked to participate in the investigation.

## Emergency Action Plan

### General Emergency Guidelines

- Stay calm and think through your actions.
- Know the emergency numbers:
  - Fire/Police/Ambulance 911
  - Internal Emergency Number **760-807-9056**
- Know the exit routes.
- In the event of any emergency, do not take elevators; use the stairs.
- Do not hesitate to call or alert others if you believe that an emergency is occurring; you will not be reprimanded if you act in good faith and it turns out to be a false alarm.
- First aid supplies and emergency equipment are located **in the site work truck** for use by those who are in need
- Any employee having a mobility, visual, hearing or other condition that may hinder them from becoming aware of an emergency or evacuating, should request special assistance through Human Resources.
- If any employee is missing, an immediate report should be made to the incident commander who will in turn report to the first available fire department officer.
- Employees should stay together in a group so that periodic updates on the situation can be issued.
- The order to re-occupy a job site will be issued by the incident commander.
- In the event of inclement weather, the incident commander will make arrangements for all personnel to move to shelter.

### Fire Safety

- Alert other persons in the immediate hazard area.
- Activate a fire alarm.
- If you have been trained, you can decide to use a fire extinguisher following these instructions:
  - P**=Pull the safety pin
  - A**=Aim the nozzle at the base of the fire
  - S**=Squeeze the operating lever
  - S**=Sweep side to side covering the base of the fire
- \* *When using a fire extinguisher, always stay between the fire and an exit; stay low and back away when the fire is extinguished.*
- \* *Never feel that using a fire extinguisher is required. If the fire is too hot, too smoky or you are frightened, evacuate immediately.*
- Have someone notify the incident commander of where the fire is located. They will relay this information to the fire department.

### Medical Emergency

- Upon discovering a medical emergency, call 911.
- Notify the supervisor and report the nature of the medical emergency and location.
- Stay with the person involved and careful not to come in contact with any bodily fluids.
- Send one person to the street to wait for the fire department..
- Employees in the immediate vicinity of the emergency, but not directly involved, should leave the area.
- Crew Supervisor will make any necessary notifications to family members of the person suffering the medical emergency.

## Harassment Policy

does not tolerate harassment of our employees, clients, guests, vendors, customers or other persons doing business with us. Any form of harassment related to an employee's race, color, sex, religion, national origin, age, citizenship status, veteran status or handicap is a violation of this policy and will be treated as a disciplinary matter. For these purposes, the term harassment includes – but is not limited to – slurs, jokes, or other verbal, graphic or physical conduct relating to an individual's race, color, sex, religion or national origin; sexual advances; requests for sexual favors; and other verbal, graphic or physical conduct of a sexual nature.

Violation of this policy by an employee shall subject that employee to disciplinary action, up to and including immediate discharge.

Examples of conduct prohibited by this policy include, but are not limited to:

- Unwelcome sexual flirtation, advances or propositions;
- Verbal comments related to an individual's age, race, gender, color, religion, national origin, disability or sexual orientation;
- Explicit or degrading verbal comments about another individual or their appearance;
- The display of sexually suggestive pictures or objects in any workplace location including transmission or display via computer;
- Any sexually offensive or abusive physical conduct;
- The taking of or the refusal to take any personnel action based on an employee's submission to or referral of sexual overtures; and
- Displaying cartoons or telling jokes that relate to an individual's age, race, gender, color, religion, national origin, disability or sexual orientation.

If you believe that you are being subjected to workplace harassment, you should:

1. If you feel comfortable enough to do so, tell the harasser that their actions are not welcome and they must stop.
2. Report the incident immediately to your supervisor or the Human Resources department.
3. Report any additional incidents that may occur to one of the above resources.

Any reported incident will be investigated. Complaints and actions taken to resolve complaints will be handled as confidentially as possible, given 's obligation to investigate and act upon reports of such harassment.

Retaliation of any kind against an employee who reports a suspected incident of sexual harassment is prohibited. An employee who violates this policy or retaliates against an employee in any way will be subject to disciplinary action up to and including termination.

## Workplace Violence

has a zero-tolerance policy for violence in the workplace. Employees that engage in threatening or violent behavior will face disciplinary action, up to and including termination.

- Any employee who feels that they have been threatened should immediately report their concern to their supervisor and to Human Resources.
- If any person is observed exhibiting threatening behavior or making threatening statements, the person discovering the situation should warn others in the area and immediately notify Human Resources. Always stay away from the person exhibiting threatening behavior.
- Depending upon the level of concern, the police department (911) should be called immediately.
- Never attempt to confront any person exhibiting threatening behavior.

If you have reason to believe that events in your personal life could result in acts of violence occurring at work, you are urged to confidentially discuss the issue with Human Resources so that a prevention plan can be developed.

# OSHA Compliance Program

## Hazard Communication

1. All employees have a right to know what chemicals they work with, what the hazards are and how to handle them safely.
2. Safety Data Sheets (SDS) are documents provided by the supplier of a chemical. SDSs detail the chemical contents, associated hazards and general safe handling guidelines. At Contemporary Design Landscape, the SDS collection is located at **THE STORAGE FACILITY AND IN EACH WORK TRUCK**. Employees are free to utilize the SDS as needed.
3. General rules for handling chemicals:
  - Read all label warnings and instructions.
  - Follow instructions for quantity. More does not mean better.
  - Minimize contact with chemicals. Use double layer cloths or gloves to protect your skin and keep your face clear of the area to reduce inhalation.
  - Always wash your hands after handling chemicals.
  - If a chemical enters your eye(s) immediately hold open the injured eye(s) and rinse it/them with clean, cool water for 15 minutes. Then be sure to report the injury immediately.
  - Any questions or concerns regarding chemicals should be reported to your jobsite manager and Human Resources.
4. All chemical containers must be labeled to identify contents and hazards. Standardized pictograms, denoted by red frames, will be required on all chemical labels regardless of whether the shipment is domestic or international.

<p><b>Health Hazard</b></p>  <ul style="list-style-type: none"> <li>• Carcinogen</li> <li>• Mutagenicity</li> <li>• Reproductive toxicity</li> <li>• Respiratory sensitizer</li> <li>• Target organ toxicity</li> <li>• Aspiration toxicity</li> </ul>	<p><b>Flame</b></p>  <ul style="list-style-type: none"> <li>• Flammables</li> <li>• Pyrophorics</li> <li>• Self-heating gas</li> <li>• Self-reactives</li> <li>• Organic peroxides</li> </ul>	<p><b>Exclamation Mark</b></p>  <ul style="list-style-type: none"> <li>• Irritant (skin and eye)</li> <li>• Skin sensitizer</li> <li>• Acute toxicity (harmful)</li> <li>• Narcotic effects</li> <li>• Respiratory tract irritant</li> <li>• Hazardous to ozone layer</li> </ul>	<p><b>Gas Cylinder</b></p>  <ul style="list-style-type: none"> <li>• Gases under pressure</li> </ul>	<p><b>Corrosion</b></p>  <ul style="list-style-type: none"> <li>• Skin corrosion/burns</li> <li>• Eye damage</li> <li>• Corrosive to metals</li> </ul>	<p><b>Exploding Bomb</b></p>  <ul style="list-style-type: none"> <li>• Explosives</li> <li>• Self-reactives</li> <li>• Organic peroxides</li> </ul>
			<p><b>Flame Over Circle</b></p>  <ul style="list-style-type: none"> <li>• Oxidizers</li> </ul>	<p><b>Environment*</b></p>  <ul style="list-style-type: none"> <li>• Aquatic toxicity *under EPA jurisdiction</li> </ul>	<p><b>Skull &amp; Crossbones</b></p>  <ul style="list-style-type: none"> <li>• Acute toxicity (fatal or toxic)</li> </ul>

## Bloodborne Pathogens

1. Blood and other bodily fluids can carry pathogens, which are capable of causing diseases in others. This includes HIV, which can lead to AIDS, and hepatitis.
2. Because you cannot tell by looking at a person if they are infected with a pathogenic disease, you must take precautions following an illness or injury where bodily fluids are released.
3. In the event of a person losing bodily fluids, stay away from the area and warn others to also do so. You can still stay close to the ill or injured person to provide support, just be sure to stay out of contact with any bodily fluids.
4. In the event that you find spilled bodily fluids, a syringe or other medically contaminated materials, do not attempt clean up by yourself. Call Human Resources immediately for instructions.

## Personal Protective Equipment (PPE)

The PPE guidelines for your specific position may vary from the following recommendations. However, keep these general guidelines in mind when working with and wearing PPE.

Inspect PPE prior to each use. Do not use damaged PPE. You are required to maintain and keep PPE clean.

1. **Safety Footwear** – Must be worn at all times in designated areas to prevent injuries. The most common foot injuries include punctures, crushing, sprains and lacerations.
  - Footwear should be comfortable to avoid fatigue and stress-related problems.
  - Workers should wear steel-toed boots with a cap that covers the entire length of the toes, from the tips to beyond the natural bend of the foot. Choose footwear with soles based on the type of specific hazards in the work area.
  - Working in cold weather may require workers to wear insulated footwear, as normal footwear does not provide enough protection from colder temperatures.
2. **Eye Protection** – Needed for protection against impact injuries, chemicals, dust, chaff and other workplace hazards.
  - Eye protection must be worn when painting, grinding, drilling, welding, sawing, working in a dusty environment or when handling chemicals.
3. **Hand Protection** – Select hand protection that provides adequate protection for hazards present in the work area.
  - Protection should fit properly and comfortably.
  - Leather gloves provide the most adequate protection in most situations, yet light cotton gloves may be more appropriate when working in environments where hand injuries are less common. Wear rubber or neoprene gloves when handling chemicals.
4. **Hearing Protection** – Wear hearing protection to prevent noise-induced hearing loss that is permanent and irreversible. Farm workers who operate equipment on a regular basis are exposed to harmful noise levels that could cause significant damage.
  - Select earmuffs or earplugs to protect against hearing loss.
5. **Head Protection** – Some landscaping tasks may require protection to safeguard against head injuries.
  - Inspect head protection equipment regularly.
  - Do not store headwear in the windows of vehicles, as sunlight and heat can cause it to become brittle and not provide sufficient protection against hazards.
  - Do not modify or paint the shell of head protection. This can also diminish its ability to adequately protect your head.
6. **Respiratory Protection** – Wear respiratory protection to safeguard against hazards to the lungs and throat. Wear the appropriate level of protection for the task at hand.
  - Working with chemicals requires a cartridge respirator with filters designed for specific hazards.
  - Dust masks protect against airborne dusts and other contaminants such as bacteria.
  - Do not perform operations requiring respirators unless you have been fitted and trained on 's respiratory protection program.
  - Inspect respirators for cracked or worn parts before and after each use, and after cleaning.
  - Do not work in an area that requires the use of respiratory equipment if you fail to obtain a tight seal between the respirator and your face.
  - Clean and sanitize respiratory equipment according to manufactures recommendations after each use.
  - Store respiratory equipment in a clean and sanitary location.

## General Safety Precautions

### Equipment Hazards

1. **Pinch Points** – Formed when two rotating objects move together; at least one of them moving in a circle. Belt drives, chain drives and gear drives are all pinch points.
  - a. Body parts such as fingers, hands and feet can get caught in pinch points or may be drawn into a pinch point by way of clothing that gets caught.
  - b. Do not take chances by reaching over or working near rotating parts, as machines can quickly cause damage once limbs or clothing get caught.
  - c. Always turn off machinery to perform repairs, and replace guards and shields that have been removed for maintenance.
2. **Wrap Points** – Formed when parts of a machine rotate in a way that could catch clothing. Entanglement in a wrap point can causes the worker to be pulled into the machine or clothing to be tightly wrapped enough that the worker is crushed or suffocated.
  - a. Check equipment for potential wrap points and shield against them.
  - b. Paint wrap points a bright color to remind yourself of the hazard.
  - c. Avoid loose clothing.
3. **Shear and Cut Points** – Formed when the edges of two objects move close enough together to cut into material. Present in machinery such as lawn mowers that are designed to cut.
  - a. Stay alert for cut and shear points, as they cannot be guarded.
4. **Crush Points** – Formed when two objects move together or one object moves toward a stationary object.
  - a. Shield equipment to prevent a fatal crushing injury.
  - b. Use safety controls that keep heavy equipment in place during servicing.
5. **Thrown Objects** – Objects such as stones can be propelled with great force from rotary motors and string trimmers.
  - a. Identify machines that have the potential to throw objects and shield against these hazards.
  - b. Determine how far objects can be thrown, and stay a safe distance away from others.
  - c. Wear eye protection.
6. **Free-Wheeling Parts** – Occur when machine parts continue to move after the power is shut off such as a mower blade.
  - a. Do not touch these machines until the parts have stopped moving completely.

7. **Vibrations** – Landscape workers who spend hours operating vibrating machinery run the risk of developing shoulder, neck and back pain, poor circulation in the legs and degeneration of the spinal discs.
  - a. Alternate between tasks to avoid using vibrating equipment for an extended period of time.
  - b. Add extra padding to equipment seats to absorb some of the vibrations.
  - c. Learn to recognize the symptoms of segmental vibration (localized injury to the fingers and hands when using pneumatic hand tools) and hand-arm vibration (also known as “white-finger” disease or Reynaud’s disease. Workers experience tingling and numbness in the fingers, especially when exposed to cold temperatures).

## Job-Specific Safety Precautions

### Lifting

1. Plan the move before lifting to ensure that you have an unobstructed pathway.
2. Test the weight of the load before lifting by pushing the load along its resting surface.
3. If the load is too heavy or bulky, use lifting and carrying aids such as hand trucks, dollies, pallet jacks and carts or get assistance from a co-worker.
4. If assistance is required to perform a lift, coordinate and communicate your movements with those of your co-worker.
5. Position your feet 6 to 12 inches apart with one foot slightly in front of the other.
6. Face the load.
7. Bend at the knees, not the back.
8. Keep your back straight.
9. Get a firm grip on the object using your hands and fingers. Use handles when they are present.
10. Hold the object as close to your body as possible.
11. While keeping the weight of the load in your legs, stand to an erect position.
12. Perform lifting movements smoothly and gradually; do not jerk the load.
13. If you must change direction while lifting or carrying the load, pivot your feet and turn your entire body. Do not twist at the waist.
14. Set down objects in the same manner as you picked them up, except in reverse.
15. Do not lift an object from the floor to a level above your waist in one motion. Set the load down on a table or bench and then adjust your grip before lifting it higher.
16. Never lift anything if your hands are greasy or wet.
17. Wear protective gloves when lifting objects that have sharp corners or jagged edges.

### Fatigue

Depending on the surrounding environment and the type of work being done, fatigue can set in after being on the job for several hours. This can not only affect your physical strength, it can also affect your mental sharpness. To avoid fatigue (muscle tightness, aches, pains and mental cloudiness), take short breaks throughout the day to allow your body to recover.

### Ladders & Stepladders

1. Read and follow the manufacturer's instructions label affixed to the ladder if you are unsure how to use it.
2. Do not use ladders that have loose rungs, cracked or split side rails, missing rubber footpads or are otherwise visibly damaged.
3. Keep ladder rungs clean and free of grease. Remove buildup of material such as dirt or mud.
4. Do not place ladders in a passageway or doorway without posting warning signs or cones that detour pedestrian traffic away from the area. Lock the doorway that you are blocking so it cannot be opened into you.
5. Do not place a ladder at a blind corner or doorway without diverting foot traffic by blocking or roping off the area.
6. Allow only one person on the ladder at a time.
7. Face the ladder when climbing up or down it.
8. Maintain a three-point contact by keeping both hands and one foot or both feet and one hand on the ladder at all times when climbing up or down the ladder.
9. When performing work from a ladder, face the ladder and do not lean backward or sideways from the ladder. Do not jump from ladders or step stools.
10. Do not stand on tables, chairs, boxes or other improvised climbing devices to reach high places. Use a ladder or stepstool.
11. Do not stand on the top two rungs of any ladder.
12. Do not stand on a ladder that wobbles, or that leans to the left or right of center.
13. When using a straight or extension ladder, extend the top of the ladder at least three feet above the edge of the landing.

### Shoveling & Digging

1. Locate underground utilities before digging on a worksite. Contact each utility company to mark the lines so you avoid hitting them while performing excavation tasks.
2. Inspect shovels before each use by looking specifically for cracked handles and dull edges. If shovels are not in good working condition, use a different tool.
3. Select the proper shovel for the task at hand.

4. Remain cautious when shoveling wet soil, as it is extremely heavy.
5. Keep your feet apart to keep your balance while shoveling.
6. Turn your front foot in the direction where you want to move the load to avoid back injuries from twisting unnecessarily.
7. Lift loads with your legs and then step toward the spot where you want to deposit the load.
8. Keep your back straight throughout the entire shoveling process.

### Heavy Equipment Operation

1. No passengers are permitted on heavy equipment.
2. Keep windows and windshield clean.
3. Do not use heavy equipment if the horn or backup alarm does not sound.
4. Turn off the engine before leaving heavy equipment unattended.
5. Keep heavy equipment in gear when going down grade. Do not use neutral.
6. Display the Slow Moving Vehicle (SMV) sign when operating heavy equipment on roads.

### Labor Personnel Safety

1. Wear reflective clothing if you are working near traffic or roadways.
2. Do not approach any heavy equipment until the operator has seen you and has signaled to you that it is safe to approach.
3. Do not work outdoors during electrical storms.
4. Drink plenty of clear liquids during your breaks.
5. Take breaks in shaded areas to cool your body down.

### Hazardous Materials

1. Follow the instructions on the label and in the corresponding Safety Data Sheet (SDS) for each chemical product you will be using in your workplace.
2. Do not use protective clothing or equipment that has split seams, pinholes, cuts, tears or other visible signs of damage.
3. Each time you use your gloves, wash them using cold tap water and a normal hand washing motion before removing them. Always wash your hands after removing the gloves.
4. Do not use chemicals from unlabeled containers or unmarked cylinders.
5. Always use chemical goggles and a face shield before handling chemicals labeled "Corrosive" or "Caustic."
6. Do not store chemical containers labeled "Oxidizer" with containers labeled "Corrosive" or "Caustic."
7. Do not smoke while handling chemicals labeled "Flammable."

### Riding Lawn Mowers

1. Read the instruction manual and receive the proper training before operating the machinery.
2. Inspect the equipment before each use.
  - a. Assure that the grass catcher, discharge guard and other safety devices are in good working order.
  - b. Clear the desired mowing area of debris, rocks or other obstacles before each use.
  - c. When the engine is off, adjust the deck cutting height.
  - d. Fill the gas tank in an open space to avoid fume inhalation.
  - e. Never carry passengers on the mower with you.
  - f. Wear tight fitting long pants, eye protection, ear protection, non-slip boots and gloves to protect your body against flying debris.
3. Start the mower while in the driver's seat, not while standing next to the machine.
4. Disengage the mower and transmission before starting.
5. Engage the blades at the lowest engine setting first and then release the brake slowly.
6. Mow in straight lines while trying to avoid objects such as trees and shrubs.
7. Slow down significantly while turning.
8. Never put your hands or feet near the rotating blades under the machine.
9. Turn off the mower and disengage the blades when you are finished.
10. Clean clippings and other debris from the mower after each use.
11. Avoid driving in reverse, if possible.

### Push Mowers

1. Learn how to stop the machine quickly and safely in an emergency.
2. Ensure that shields are in place before operating the machine.
3. Push the mower in a forward direction only.
4. When stopping to pick up debris, cut the throttle to idle so that the mower cannot roll away.
5. Set the mower on the highest cutting level when operating it on rough terrain.
6. Do not operate a push mower with your back bent; this can cause back pain and injuries.
7. Stop the mower if you hit an object. Then, inspect the blade and service the machine, if necessary.
8. Never leave a running mower unattended.

## Tractors

1. Always wear a seat belt while operating a tractor and ensure that the proper Rollover Protection Structure (ROPS) is in place.
2. Always wear hearing protection, as not all tractor cabs are soundproof.
3. Drive at slow speeds to retain control and maintain the ability to stop suddenly. Reduce your speed when turning and breaking.
4. Perform regular maintenance per the manufacturer's instructions.
5. Use a wide wheel track on hillsides and sloped ground.
6. Put on the parking brake before dismounting.
7. Never leave a tractor in a position where it can roll, where it is jacked up or with the starter key in the ignition.
8. Dismount every hour for five to 10 minutes to avoid strain injuries.
9. Keep the power take-off (PTO), PTO shaft and power input coupling guards in place to prevent clothing or body parts from becoming tangled in any moving parts.
10. Make sure that the control lever is easily reachable while sitting to reduce the risk of a PTO injury.
11. Do not turn sharply when operating power implements. This can cause the PTO guard cones to break and lower links or tractor tires can contact the power shaft.
12. Fit attachments according to manufacturer's instructions only.
13. Only attach implements to the draw bar or mounting points provided by the manufacturer.
14. Check the safety pins on towed lift wing implements regularly for wear and tear.
15. Ensure that all towed implements guards are in place before operating the tractor.
16. Never adjust or perform work on implements when they are in motion.

## Hedge Trimmers

1. Check the instruction manual and receive the proper training before operating the machinery.
2. Inspect the equipment before use. Note that the safety guards are in working order and are not damaged. Check for loose screws or bolts. Replace any parts that are broken or damaged. Sharpen the blades, if needed.
3. Clear the area of stones, debris, garbage and fellow employees.
4. Wear long pants, long-sleeved shirts, eye protection (goggles or safety glasses), ear protection (earplugs or earmuffs), non-slip gloves and steel-toed boots with non-slip soles.
5. Pull back long hair and remove any hanging jewelry that could get caught in the equipment.
6. Carry the tool to the desired location by the front handle with the cutting blades behind you.
7. Do not remove any of the safety equipment on the tool while it is in use.
8. Hold the tool with both hands, grasping the handles with your fingers tightly.
9. Position your body away from the engine fumes to avoid inhalation.
10. When using electric models, keep the cord away from the blades to avoid cutting it.

## Leaf Blowers

1. Plan work before operating a leaf blower. Do not operate machinery near others, as there is a thrown object hazard.
2. Run the machine in an upright position.
3. Wear a mask in dusty or dirty areas to avoid respiratory damage.
4. Wear eye protection to protect your vision against thrown object hazards.

## Chain Saws

1. Read the instruction manual and receive the proper training before operating the machinery.
2. Inspect the equipment before each use. Note that the safety guards are in working good order and are not damaged. Replace any parts that are broken or damaged.
3. Assure that there is someone within ear shot in case of an emergency.
4. To get a feel for how the machine operates, practice using it on small logs.
5. Clear the area of stones, debris and garbage.
6. Sharpen the blade, if necessary.
7. Examine the elements. Notice the direction of the wind to determine how to cut the tree. Make sure you are standing in a dry area with no risk of slipping.
8. Plan your move away from the tree. You will need at least 25 feet to avoid injury.
9. Wear long pants, long-sleeved shirts, eye protection (goggles or safety glasses), ear protection (earplugs or earmuffs), non-slip gloves, hardhat and steel-toed boots with non-slip soles.
10. Pull back long hair and remove hanging jewelry that could get caught on the equipment.
11. Start the saw by placing it between your knees or resting it on the ground with the chain away from any obstacles.
12. Position your body a safe distance away from the blades.
13. Hold the tool with both hands – your right hand on the rear handle and trigger, and your left hand grasping the front handle bar.
14. Remove your hand from the trigger between cuts.
15. Turn off the engine before setting the saw on the ground.

16. Be alert and wary of kickbacks. Kickback occurs when the guide bar hits an object and projects the saw back at the user – occurs when hitting a knot in the wood, operating the saw too slowly, twisting the saw, having a loose chain, or not using the proper grip.
17. Only use a chain saw with an anti-kickback chain to prevent injuries.
18. Refuel away from the work area after the saw has cooled for several minutes.

### Electrical Powered Tools

1. Do not use powered equipment or tools on which you have not been trained.
2. Keep power cords away from the path of saws, mowers, knives and grinders.
3. Do not use cords that have splices, exposed wires or cracked or frayed ends.
4. Do not carry plugged in equipment or tools with your finger on the switch.
5. Do not carry equipment or tools by the cord.
6. Disconnect the tool from the outlet by pulling on the plug, not the cord.
7. Turn the tool off before plugging or unplugging it.
8. Do not leave tools that are "On" unattended.
9. Do not operate spark-inducing tools, such as grinders, near containers labeled "Flammable."
10. Turn off the electrical tool and unplug it from the outlet before attempting repairs or service work. Tag the tool "Out of Service."
11. Do not use extension cords or other three-pronged power cords that have a missing prong.
12. Do not use an adapter, such as a cheater plug, that eliminates the ground.
13. Do not drive over, drag, step on or place objects on a cord.
14. Do not use a power hand tool while wearing wet cotton or leather gloves.
15. Never operate electrical equipment barefooted. Wear rubber-soled or insulated work boots.
16. Do not operate a power hand tool or portable appliance while holding a part of the metal casing or while holding the extension cord in your hand. Hold all portable power tools by the plastic handgrips or other nonconductive areas designed for gripping purposes.

### Hand Tool Safety

1. Do not continue to work if your safety glasses become fogged. Immediately stop and clean the lenses.
2. Tag worn, damaged or defective tools "Out of Service" and do not use them.
3. Do not use a tool if the handle surface has splinters, burrs, cracks or splits.
4. Do not use impact tools such as hammers, chisels, punches or steel stakes that have mushroomed heads.
5. When handing a tool to another person, direct sharp points and cutting edges away from yourself and the other person.
6. Do not carry sharp or pointed hand tools such as screwdrivers, scribes, chisels or files in your pocket unless the tool or your pocket is sheathed.
7. Do not perform "make-shift" repairs to tools.
8. Do not throw tools from one location to another or from one employee to another.
9. Transport hand tools only in toolboxes or tool belts. Do not carry tools in your hand or clothing when climbing.

### Equipment Transport

1. Do not load and unload equipment by yourself; always have another employee assist you.
2. Secure machinery on trailers before proceeding.
3. Use blocks or chucks to keep wheeled vehicles from shifting during transportation.

### Pesticide Storage, Transport and Disposal

1. Follow the instructions on the product labels exactly as written. If the label warns against exposure to the eyes, skin or clothing, recognize that the chemical can enter the body through the skin. If the label warns against breathing in dust or spray mist, recognize that you must wear a respirator to protect your lungs.
2. Store chemicals in well-ventilated, well-lit areas with locked entrances. Check the Safety Data Sheet (SDS) regarding the proper storage procedures for each chemical.
3. Store chemicals away from personal protective equipment (PPE), especially respirators.
4. Always wear the appropriate PPE for the chemical(s) being used:
  - a. Dry or wet-based products require waterproof protection.
  - b. Products formulated or diluted with solvents (other than water) require chemical-resistant protection.
  - c. Clothing made of 100 percent cotton provides more protection as compared to other products.
  - d. Apply starch to your clothing to provide resistance to the chemicals that you are handling.
5. Keep incompatible chemicals away from one another.
6. Be mindful that some chemicals contain solvents that can escape into the air and release harmful vapors unless their containers are properly sealed.
7. Do not use chemicals when winds are more than 10 miles per hour to reduce your risk of contamination.
8. Be mindful of your co-workers when applying chemicals.
9. Store chemicals only in their original manufactured containers with the original labels. If a chemical's label should come off, replace it immediately.

10. Do not transport chemicals near food, water or incompatible chemicals.
11. When transporting by vehicle, secure chemicals in their proper containers so they cannot move, fall or break.
12. Keep a detailed record of the chemicals you are transporting.
13. While transporting hazardous substances, bring the appropriate PPE for safe handling.
14. Before dumping any chemical, read through the SDS and the manufacturer's label regarding toxicity to animals and plants. Also, note the proper way to dispose of any leftover substances and the container.

#### **Contact with Insects, Rodents and Other Pests**

1. Do not touch rodents, even if they look dead.
2. Avoid animals in nests or dens.
3. Never pick up, disturb or corner a snake.
4. Wear the appropriate repellents for animals you may come in contact with.
5. Keep your skin covered by wearing a hat, socks, long-sleeved shirts, long pants and high boots.
6. Tuck your pants into your boots and be mindful of exposed skin on your neck, wrists and ankles.
7. Do not wear cologne or perfume, which may attract animals.
8. Control and dispose of food and garbage in your work area to avoid attracting pests.
9. If you are allergic to any insects, keep medication with you at all times. Alert your co-workers of your allergy so they can assist you in the event of an emergency.

## Employee Acknowledgement Form

Contemporary Design Landscape is firmly committed to your safety. We will do everything possible to prevent workplace accidents and are committed to providing a safe working environment for all of our employees. We value you not only as an employee but also as a human being critical to the success of your family, the local community and . You are encouraged to report any unsafe work practices or safety hazards encountered on the job. All accidents/incidents (no matter how slight) are to be immediately reported to the supervisor on duty.

A key factor in implementing this policy will be the strict compliance to all applicable federal, state, local and policies and procedures. Failure to comply with these policies may result in disciplinary action. Respecting this, will make every reasonable effort to provide a safe and healthful workplace that is free from any recognized or known potential hazards. Additionally, subscribes to these principles:

1. All accidents are preventable through implementation of effective safety and health control policies and programs.
2. Safety and health controls are a major part of our work every day.
3. Accident prevention is good business. It minimizes human suffering, promotes better working conditions for everyone, holds in higher regard with customers and increases productivity. This is why will comply with all safety and health regulations which apply to the course and scope of operations.
4. Management is responsible for providing the safest possible workplace for employees. Consequently, management of is committed to allocating and providing all of the resources needed to promote and effectively implement this safety policy.
5. Employees are responsible for following safe work practices, company rules and for preventing accidents and injuries. Management will establish lines of communication to solicit and receive comments, information, suggestions and assistance from employees where safety and health are concerned.
6. Management and supervisors of will set an exemplary example with good attitudes and strong commitment to safety and health in the workplace. Toward this end, management must monitor the company's safety and health performance, working environment and conditions to ensure that program objectives are achieved.
7. Our safety program applies to all employees and persons who are in any way associated with or affected by the scope of this business. Everyone's goal must be to constantly improve safety awareness and to prevent accidents and injuries.

Everyone at must be involved and committed to safety. This must be a team effort. Together, we can prevent accidents and injuries and keep each other safe and healthy in the workplace.

By signing this document, I confirm the receipt of 's employee safety handbook. I have read and understood all policies, programs and actions as described, and agree to comply with these set policies.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

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## HEAT STRESS CONTROL

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THIS DOCUMENT IS AVAILABLE IN SPANISH.

### **OBJECTIVES**

- a. Provide information on heat stress to serve as operating and planning guidelines.
- b. Prevent and/or control heat stress-related disorders to employees in hot work environments.
- c. Define heat stress and its typical effects.

### **REFERENCES**

#### **Regulation**

- CAL-OSHA, Title 8, Chapter 4, Section 3395, Heat Illness Prevention

#### **Manuals**

- OSHA Technical Manual, Section III, Chapter 4 - Heat Stress
- American Conference of Governmental Industrial Hygienist (ACGIH)
- Threshold Limit Values and Biological Exposure Indices for 2009
- EHS-CS-PG-011, Heat Illness Prevention

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## HEAT STRESS CONTROL

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### PROCEDURE

#### General

- 1) Heat Illness is a serious medical condition resulting from the body's inability to cope with an environmental heat load, and may include heat cramps, heat exhaustion, heat syncope, or heat stroke.
- 2) This program provides the methods and tools to ensure that the high temperatures and humidity that employees may encounter during work are properly evaluated, controlled, and responded to.
- 3) This program is applicable to all CDL employees engaged in operations where the environmental risk factors for heat illness may exist or the temperature equals or exceeds 80 degrees Fahrenheit during the work period.

#### Responsibilities

- 1) Supervisors should perform the following:
  - Ensure employees are aware of the risks of heat disorders and measures to protect themselves and their co-workers.
  - Incorporate heat stress control into work activities by using a combination of work practices, personal protective measures, engineering controls, and special controls.
  - Ensure employees meet physical and mental demands of assigned tasks within the hot work environment, including respiratory protection qualifications.
  - Select acclimatized, experienced employees for hot environment work, when possible (Reference American Conference of Governmental Industrial Hygienist (ACGIH)).
  - Employees not acclimated may perform work as long as the employee is coached on potential hazards and effects associated with the hot environment, PPE, and dehydration.
  - Ensure employees are acclimatized to heat through short exposures followed by longer periods of work in the hot environment
  - Monitor employees closely for signs and symptoms of heat disorders.

<p style="text-align: center;"><b><u>NOTE</u></b></p>
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<p>Professional medical treatment is to be obtained immediately for any symptom of heat disorder.</p>
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## HEAT STRESS CONTROL

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- Schedule hot work during cooler time periods whenever possible.
- Schedule regular rest breaks as often as practical, but before work time limits have been exhausted.
- Provide or ensure there is cool, palatable, drinking water, as much as a quart per employee per hour, in rest or break areas.
- Employees should be advised to drink 3 to 4 cups of water in small volumes (one cup) about every 20 minutes and coached on the importance of hydration to help control heat stress.

### NOTE

Personal cooling devices increase weight that the worker must carry and may not be desirable for all applications.

- Ensure personnel use personal cooling devices for comfort and to extend work time in hot environments, particularly when double protective clothing (PC) or plastic PCs is worn.
- Provide shade for outdoor workers.

### Caution

1. The use of cooling or air supplied suits may increase the risk of heat stress if the incoming breathing air temperature is high.
2. Using the below system may lead to dehydration. The cool, dry air feels comfortable and the employee may not realize the need to drink liquids frequently.

- Ensure personnel use cooling or air supplied suits that cool the whole body area, using a flow of breathing air, for special applications.
- Use estimated job temperatures, estimated work rate and protective clothing requirements to determine work time limit from TABLE 1. These values represent the maximum work time limit.

- If employees exceed the maximum work time limit in Attachment 4, evaluate and determine why maximum work time limits were exceeded.
- Ensure employees are allowed to leave the hot environment for a rest/recovery time any time symptoms of heat disorder become noticeable.
- Ensure employees alternate work and rest periods with longer rest periods in a cool area and maintain hydration to avoid heat disorders.
- Ensure employees take recovery breaks equal to at least the number of minutes calculated from:  $\text{Actual Exposure Time} \times 60 \text{ minutes} \div \text{Maximum Stay Time}$  (Attachment 4).
- Complete Heat Stress Checklist in Attachment 3 and review with employees during Pre-job Brief for high-temperature work activity.

2) Employees should perform the following:

- Monitor personal health for signs and symptoms of heat illness, and take cooling breaks as needed.
- Recognize the need to replace fluids and become familiar with the table in Attachment 4.
- Be aware that pre-existing medical conditions could hinder their capabilities in a heat stress environment, such as:
  - a. High blood pressure
  - b. Respiratory or cardiopulmonary disorders
  - c. Other medical conditions that reduce physical fitness
- Share any adverse medical conditions with their supervisor prior to being assigned work in hot environments.
- Recognize the influence of their physical condition.
- Maintain physical fitness.
- Abstain from alcohol and caffeine containing drinks that reduce proper hydration.
- Be aware of adverse influences of drugs (including medicines).
- Be aware of own body symptoms under heat stress.
- Ensure adequate protection is taken when wearing body-cooling devices.
- Leave work area at the first sign of heat stress symptoms.
- Watch co-workers for signs of heat stress.
- Drink 3 to 4 cups of water in small volumes (one cup) about every 20 minutes to maintain hydration to help control heat stress.
- Drink cool, palatable, water before starting hot work, during rest breaks, and after completion of work.
- Take rest breaks from work in hot environments when heat stress symptoms become noticeable (see Attachment 3).
- Consult their personal physician if they have any pre-existing medical conditions listed *and* are exposed to hot environments.
- Immediately report suspected personal heat illness symptoms to supervisor.

**Note**

Satisfaction of thirst will not prevent heat disorders from developing.

## HEAT STRESS CONTROL

### Characteristics of Heat Disorders

- 1) Recognize heat disorders are physical and psychological responses when body temperature rises above normal limits as a result of physical activity in an environment of elevated temperatures. (See Attachment 1 and table below.)
- 2) Heat disorders can be aggravated by the amount and type of clothing worn.

Disorder	Symptoms	Signs
Heat Exhaustion	Weakness Fatigue Blurred vision Dizziness Headache	High pulse rate Extreme sweating Pale face Insecure gait Normal to slightly elevated temperature
Heat Stroke	Chills Restlessness Irritability	Red face Hot dry skin (usual) Disorientation High temperature ( $\geq 104^{\circ}\text{F}$ ) Erratic behavior Shivering Collapse Convulsions Unconsciousness

### Work Practices

- 1) All jobs in hot environments (greater than 79°F with WBGT [Wet Bulb Globe Temperature] index), or any job that requires PC (protective clothing) outer-garments be worn (plastics, etc...), should address heat stress control in the planning stages.
- 2) A buddy system of at least two employees should be used in hot environments. The buddy acts as an observer for signs of co-worker heat disorders, maintains communication with co-worker, and tracks the time co-worker is in hot environment.

### Engineering Controls

- 1) The following engineering controls may be helpful in reducing the hazards of heat exposure to employees:
  - Increased ventilation using general room or area ventilation, or localized or spot cooling
  - Shielding as protection from radiant heat sources
  - Evaporative cooling and mechanical refrigeration
  - Cooling fans
  - Use of power tools to reduce manual labor
  - Climate-controlled break or rest rooms

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## HEAT STRESS CONTROL

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### First Aid

- 1) Contact the Fire Department at 9-911 if calling from campus phone for emergency aid.
- 2) Remove the affected employee to cool environment and loosen his/her clothing. Give sips of cool water to drink over time.

## HEAT DISORDERS AND HEALTH EFFECTS

### CAUTION

Heat stroke is a medical emergency. Professional medical treatment is to be obtained immediately.

**Heat Stroke** - A condition occurring when the body's temperature regulation fails and body temperature rises to critical levels.

Employees suffering from heat stroke should be removed from the hot environment, 911 called, and aggressive cooling of the employee. Place ice bags under the armpits, near the heart, and in the groin area or thoroughly wet down with water and fan to lower the body temperature. Give fluid replacement if victim is conscious and able to swallow.

Regardless of the employee's protests, no employee suspected of being ill from heat stroke should be sent home or left unattended unless a physician has specifically approved such an order.

**Heat Exhaustion** - A condition occurring when the body becomes overheated due to the environment. Fortunately, heat exhaustion responds readily to prompt treatment but should not be dismissed lightly.

**The signs and symptoms seen in heat exhaustion are similar to those of heat stroke, a medical emergency.**

Employees suffering from heat exhaustion should be removed from the hot environment and given fluid replacement. Remove protective clothing and loosen clothing. Cool by sprinkling with water and/or fanning.

### NOTE

Professional medical treatment is to be obtained immediately

**Heat Collapse (Fainting/Dizziness)** - A condition occurring after prolonged standing or after suddenly rising from a standing or sitting position in a hot environment. To prevent heat collapse, the employee should gradually become acclimatized to the hot environment and maintain proper hydration.

Employees suffering from heat collapse should be removed from the hot environment and given fluid replacement. Remove protective clothing, rest in a reclining position or seated with head between knees. Return to work only after medical release. If fainting recurs, consult a physician, as there may be causes other than heat stress.

**Heat Collapse (Fainting/Dizziness)** - A condition occurring after prolonged standing or after suddenly rising from a standing or sitting position in a hot environment. To prevent heat collapse, the employee should gradually become acclimatized to the hot environment and maintain proper hydration.

Employees suffering from heat collapse should be removed from the hot environment and given fluid replacement. Remove protective clothing, rest in a reclining position or seated with head between knees. Return to work only after medical release. If fainting recurs, consult a physician, as there may be causes other than heat stress.

## WORK RATE GUIDELINES

Table 1		
CATEGORY	TYPE OF ACTIVITY	EXAMPLES
<b>LIGHT</b>	Sitting with moderate arm and trunk Movement	Inspections and surveys with minimal climbing
	Sitting with moderate arm and leg Movement	Supervising or monitoring areas or equipment
	Standing, light work at machine or Bench	Stationary welding
	Standing, light work with some walking and minimal climbing	Bench work
<b>MODERATE</b>	Standing with moderate work and some	Painting
	Walking with moderate lifting or Pushing	Floor cleaning
	Walking with occasional ladder or stair climbing	Insulation removal or installation
		Surveys and inspections with moderate climbing
<b>HEAVY</b>	Walking with frequent stair or tree Climbing	Grounds Services climbing trees to trim branches
	Heavy lifting, pushing, or pulling	Transporting equipment by hand
		Shoveling
<b>VERY HEAVY</b>	Shoveling wet sand or asphalt work	Shoveling wet sand or asphalt work

Heat Stress affects personnel differently based on individual characteristics. Acclimatization is a gradual physical adaptation that improves an individual's ability to tolerate heat stress. Full heat acclimatization may require up to three weeks of continued physical activity under heat stress conditions similar to those anticipated for work. Its loss begins when the activity under those heat stress conditions is discontinued, and a noticeable loss occurs after 4 days. With a recent history of heat stress exposures (e.g., 5 of the last 7 days), a worker can be considered acclimatized for the purpose of using Attachment 2.

Work Demands	Acclimatized				Not Acclimatized			
	Light	Moderate	Heavy	Very Heavy	Light	Moderate	Heavy	Very Heavy
100% Work	85.1	81.5	78.8		81.5	77	72.5	
75% Work; 25% Rest	86.5	83.3	81.5		84.2	79.7	76.1	
50% Work; 50% Rest	88.7	85.1	83.3	81.5	86	82.4	79.7	77
25% Work; 75% Rest	90.5	87.8	86	85.1	87.5	84.2	82.4	79.7

## HEAT STRESS CHECKLIST

- Advise employees of heat stress conditions (high temperatures, high humidity, poor air movement, radiant heat sources, double PCs, et al.)
- Provide or communicate sources for shade/breaks \_\_\_\_\_
- Provide or communicate locations of potable water \_\_\_\_\_
- Advise employees to drink 3 to 4 cups of water per hour
- Communicate locations of heat load controls (fans, mechanical and power devices to reduce work load, cool vests, etc.)
- Identify and communicate Work Time Limits from Attachment 4: \_\_\_\_\_
- Review signs of heat illnesses with employees:

Disorder	Symptoms	Signs	Treatment
Heat Rash	Itching	Red Papules	Return to cool environment
Heat Cramps	Muscle cramps	Pain	Call 9-911 Remove from hot environment Remove PPE Loosen clothing Provide fluids
Heat Collapse	Dizziness	Fainting	MEDICAL EMERGENCY – CALL 9-911 Remove from hot environment Remove PPE Loosen clothing Rest in a reclining position or seated with head between knees Provide fluids if victim is conscious and able to swallow
Heat Exhaustion	Nausea Dizziness/ fainting Paleness Blurred vision Headache Thirst Weakness or unusual fatigue	High pulse rate Extreme sweating Pale face Insecure gait Normal to slightly elevated temperature	MEDICAL EMERGENCY - CALL 9-911 Remove from hot environment Remove PPE Loosen clothing and elevate legs Provide fluids if victim is conscious and able to swallow Cool by sprinkling with water and/or fanning

HEAT STRESS CHECKLIST (Continued)			
Disorder	Symptoms	Signs	Treatment
Heat Stroke	Chills Restlessness Irritability	Red face Hot, dry skin (usual) High temperature (>104°F) Disorientation Erratic behavior Shivering Collapse Convulsions Unconsciousness	MEDICAL EMERGENCY - CALL 9-911 Remove from hot environment Pack ice under arm pits, near the heart and in the groin area Provide fluids if victim is conscious and able to swallow
<ul style="list-style-type: none"> <li>○ Advise employees to report any symptoms of heat illness recognized in themselves or their coworkers to supervision immediately.</li> <li>○ Remind employees of emergency services 9-911.</li> <li>○ Discuss previous heat stress measurement readings taken in Containment.</li> </ul>			

# T A B C

EXHIBIT I: SCHEDULE OF TASK PRICING										
RFP 10089787-22-L										
PROPOSER NAME: Contemporary Design Landscape										
All cells must be filled-in in this spreadsheet. If no price, enter a zero (0). Failure to complete all cells may be cause for rejection.										
* Labor Price = (City's Estimated Hours) X (Labor Price Per Hour)										
** Total 1 Time Price = (Labor Price) + (Materials Price)										
*** Estimated Yearly Task Price = (Total 1 Time Price) X (Estimated Yearly Frequency)										
Section	Category/Item No.	Task Description	City's Estimated Hours	Labor Price per Hour	Labor Price*	Materials Price	Total 1 Time Price**	Estimated Yearly Frequency	Estimated Yearly Task Price***	Yearly City's Estimated Hours
A	Category II	Street Medians Landscaped with Trees, Shrubs, Groundcover, and Hardscape								
A		Approximate square feet	31,489	(Landscape 19,167 sq ft, Hardscape 12,322 sq ft)						
A	1	Supervisory Inspection	0.5	\$ 30.45	\$ 15.23	\$ -	\$ 15.23	52	\$ 791.70	26
A	2	Irrigation Inspection	3	\$ 28.49	\$ 85.47	\$ 6.00	\$ 91.47	52	\$ 4,756.44	156
A	3	Litter Removal	1	\$ 24.89	\$ 24.89	\$ 0.60	\$ 25.49	52	\$ 1,325.48	52
A	4	Weed Removal	3	\$ 24.89	\$ 74.67	\$ 2.00	\$ 76.67	26	\$ 1,993.42	78
A	5	Pruning - Trees	8	\$ 24.89	\$ 199.12	\$ -	\$ 199.12	3	\$ 597.36	24
A	6	Pruning -- Shrubs and Groundcover	15	\$ 24.89	\$ 373.35	\$ -	\$ 373.35	12	\$ 4,480.20	180
A	7	Fertilization - Complete	4	\$ 24.89	\$ 99.56	\$ 117.00	\$ 216.56	4	\$ 866.24	16
A	8	Sweeping Stamped Concrete/Concrete Pavers	2	\$ 24.89	\$ 49.78	\$ -	\$ 49.78	26	\$ 1,294.28	52
A	9	Mulch Replacement	30	\$ 24.89	\$ 746.70	\$ -	\$ 746.70	2	\$ 1,493.40	60
A							Category II Total:		\$ 17,598.52	644
A	Category IV	Rights-of-Way Landscaped with Turf, Trees, and Hardscape								
A		Approximate square feet	124,894	(Landscape 62,593 sq ft, Hardscape 62,301 sq ft)						
A	1	Supervisory Inspection	0.77	\$ 30.45	\$ 23.45	\$ -	\$ 23.45	52	\$ 1,219.22	40
A	2	Irrigation Inspection	6	\$ 28.49	\$ 170.94	\$ 12.00	\$ 182.94	52	\$ 9,512.88	312
A	3	Litter Removal	2	\$ 24.89	\$ 49.78	\$ 1.00	\$ 50.78	52	\$ 2,640.56	104
A	4	Weed Removal	4	\$ 24.89	\$ 99.56	\$ 4.00	\$ 103.56	26	\$ 2,692.56	104
A	5	Mowing	10	\$ 24.89	\$ 248.90	\$ -	\$ 248.90	52	\$ 12,942.80	520
A	6	Edging	6	\$ 24.89	\$ 149.34	\$ -	\$ 149.34	52	\$ 7,765.68	312
A	7	Pruning - Trees	16	\$ 24.89	\$ 398.24	\$ -	\$ 398.24	3	\$ 1,194.72	48
A	8	Fertilization - Complete	10	\$ 24.89	\$ 248.90	\$ 298.00	\$ 546.90	4	\$ 2,187.60	40
A	9	Aerification	12	\$ 24.89	\$ 298.68	\$ 108.04	\$ 406.72	2	\$ 813.44	24

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RFP 10089787-22-L										
PROPOSER NAME:		Contemporary Design Landscape								
All cells must be filled-in in this spreadsheet. If no price, enter a zero (0). Failure to complete all cells may be cause for rejection.										
* Labor Price = (City's Estimated Hours) X (Labor Price Per Hour)										
** Total 1 Time Price = (Labor Price) + (Materials Price)										
*** Estimated Yearly Task Price = (Total 1 Time Price) X (Estimated Yearly Frequency)										
Section	Category/Item No.	Task Description	City's Estimated Hours	Labor Price per Hour	Labor Price*	Materials Price	Total 1 Time Price**	Estimated Yearly Frequency	Estimated Yearly Task Price***	Yearly City's Estimated Hours
A	10	Sweeping - Sidewalks	6	\$ 24 89	\$ 149 34	\$ -	\$ 149 34	52	\$ 7,765 68	312
A	11	Pet Waste Stations (9)	2	\$ 24 89	\$ 49 78	\$ -	\$ 49 78	156	\$ 7,765 68	312
A							Category IV Total:		\$ 56,500.82	2,128

EXHIBIT I: SCHEDULE OF TASK PRICING											
RFP 10089787-22-L											
PROPOSER NAME:		Contemporary Design Landscape									
All cells must be filled-in in this spreadsheet. If no price, enter a zero (0). Failure to complete all cells may be cause for rejection.											
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*** Estimated Yearly Task Price = (Total 1 Time Price) X (Estimated Yearly Frequency)											
Section	Category/Item No.	Task Description	City's Estimated Hours	Labor Price per Hour	Labor Price*	Materials Price	Total 1 Time Price**	Estimated Yearly Frequency	Estimated Yearly Task Price***	Yearly City's Estimated Hours	
A	Category V	Rights-of-Way Landscaped with Trees, Shrubs, and Groundcover									
A		Approximate square feet	80,111								
A	1	Supervisory Inspection	1	\$ 30.45	\$ 30.45	\$ -	\$ 30.45	52	\$ 1,583.40	52	
A	2	Irrigation Inspection	9	\$ 28.49	\$ 256.41	\$ 14.00	\$ 270.41	52	\$ 14,061.32	468	
A	3	Litter Removal	1	\$ 24.89	\$ 24.89	\$ 1.00	\$ 25.89	52	\$ 1,346.28	52	
A	4	Weed Removal	4	\$ 24.89	\$ 99.56	\$ 5.00	\$ 104.56	26	\$ 2,718.56	104	
A	5	Pruning - Trees	16	\$ 24.89	\$ 398.24	\$ -	\$ 398.24	3	\$ 1,194.72	48	
A	6	Pruning – Shrubs and Groundcover	49	\$ 24.89	\$ 1,219.61	\$ -	\$ 1,219.61	12	\$ 14,635.32	588	
A	7	Fertilization - Complete	10	\$ 24.89	\$ 248.90	\$ 425.00	\$ 673.90	4	\$ 2,695.60	40	
A	8	Mulch Replacement	40	\$ 24.89	\$ 995.60	\$ -	\$ 995.60	2	\$ 1,991.20	80	
A							<b>Category V Total:</b>		<b>\$ 40,226.40</b>	<b>1,432</b>	
A	Category VI	Slope Areas Adjacent to Rights-of-Way Landscaped with Trees, Shrubs, Groundcover, and Hardscape									
A		Approximate square feet	952,909	(Landscape 894,294 sq ft , Hardscape 58,615 sq ft )							
A	1	Supervisory Inspection	15	\$ 30.45	\$ 45.68	\$ -	\$ 45.68	52	\$ 2,375.10	78	
A	2	Irrigation Inspection	12	\$ 28.49	\$ 341.88	\$ 28.00	\$ 369.88	52	\$ 19,233.76	624	
A	3	Litter Removal	3	\$ 24.89	\$ 74.67	\$ 2.00	\$ 76.67	52	\$ 3,986.84	156	
A	4	Weed Removal	33	\$ 24.89	\$ 821.37	\$ 16.00	\$ 837.37	26	\$ 21,771.62	858	
A	5	Pruning - Trees	48	\$ 24.89	\$ 1,194.72	\$ 1.30	\$ 1,196.02	3	\$ 3,588.06	144	
A	6	Pruning – Shrubs and Groundcover	300	\$ 24.89	\$ 7,467.00	\$ 1.00	\$ 7,468.00	12	\$ 89,616.00	3,600	
A	7	Fertilization - Complete	60	\$ 24.89	\$ 1,493.40	\$ 3,322.00	\$ 4,815.40	4	\$ 19,261.60	240	
A	8	Sweeping Asphalt Paths	5	\$ 24.89	\$ 124.45	\$ -	\$ 124.45	52	\$ 6,471.40	260	
A							<b>Category VI Total:</b>		<b>\$ 166,304.38</b>	<b>5,960</b>	

EXHIBIT I: SCHEDULE OF TASK PRICING										
RFP 10089787-22-L										
PROPOSER NAME: Contemporary Design Landscape										
All cells must be filled-in in this spreadsheet. If no price, enter a zero (0). Failure to complete all cells may be cause for rejection.										
* Labor Price = (City's Estimated Hours) X (Labor Price Per Hour)										
** Total 1 Time Price = (Labor Price) + (Materials Price)										
*** Estimated Yearly Task Price = (Total 1 Time Price) X (Estimated Yearly Frequency)										
Section	Category/Item No.	Task Description	City's Estimated Hours	Labor Price per Hour	Labor Price*	Materials Price	Total 1 Time Price**	Estimated Yearly Frequency	Estimated Yearly Task Price***	Yearly City's Estimated Hours
A	Category XI	Gutters and Curbs								
A		Approximate Linear Feet	19,592							
A	1	Supervisory Inspection	0.5	\$ 30.45	\$ 15.23	\$ -	\$ 15.23	12	\$ 182.70	6
A	2	Litter Removal	1	\$ 24.89	\$ 24.89	\$ 1.00	\$ 25.89	52	\$ 1,346.28	52
A	3	Weed Removal	1.5	\$ 24.89	\$ 37.34	\$ 3.00	\$ 40.34	12	\$ 484.02	18
A	4	Sweeping - Gutters	4	\$ 24.89	\$ 99.56	\$ -	\$ 99.56	26	\$ 2,588.56	104
A		Total:					Category XI Total:		\$ 4,601.56	180
A	Category XIII	Brow Ditches								
A		Approximate Linear Feet	4,105							
A	1	Supervisory Inspection	0.5	\$ 30.45	\$ 15.23	\$ -	\$ 15.23	12	\$ 182.70	6
A	2	Litter Removal	0.5	\$ 24.89	\$ 12.45	\$ 1.00	\$ 13.45	52	\$ 699.14	26
A	3	Weed Removal	2	\$ 24.89	\$ 49.78	\$ 1.00	\$ 50.78	12	\$ 609.36	24
A	4	Cleaning - BrowDitch	8	\$ 24.89	\$ 199.12	\$ -	\$ 199.12	26	\$ 5,177.12	208
A		Total:					Category XIII Total:		\$ 6,668.32	264
							Section A, Estimated Yearly Task Price, Total:		\$ 291,900.00	10,608
B	1	Extraordinary Labor: The cost of the three thousand (3,000) hours of Extraordinary Labor will be added to the bid price to determine the overall low Contractor	3,000	\$ 22.00	\$ 66,000.00	N/A	N/A	N/A	\$ 66,000.00	
							Section B, Estimated Yearly Extraordinary Labor Price, Total:		\$ 66,000.00	
							Section A and Section B, Estimated Yearly Total:		\$ 357,900.00	
C	Surety Bond, One (1) Year	Price for one (1) Surety bond for one (1) year, in a sum equal to 100% of the Contract Amount - see "Section A and Section B, Estimated Yearly Total"	N/A	N/A	N/A	N/A	\$ 12,000.00	N/A	\$ 12,000.00	

EXHIBIT I: SCHEDULE OF TASK PRICING										
RFP 10089787-22-L										
PROPOSER NAME: Contemporary Design Landscape										
All cells must be filled-in in this spreadsheet. If no price, enter a zero (0). Failure to complete all cells may be cause for rejection.										
* Labor Price = (City's Estimated Hours) X (Labor Price Per Hour)										
** Total 1 Time Price = (Labor Price) + (Materials Price)										
*** Estimated Yearly Task Price = (Total 1 Time Price) X (Estimated Yearly Frequency)										
Section	Category/Item No.	Task Description	City's Estimated Hours	Labor Price per Hour	Labor Price*	Materials Price	Total 1 Time Price**	Estimated Yearly Frequency	Estimated Yearly Task Price***	Yearly City's Estimated Hours
									Section C, Surety Bond, One (1) Year Term, Total: \$	12,000 00
									Sections A, B, and C, Estimated Contract Value, One (1) Year Term, Grand Total: \$	369,900 00

<b>EXHIBIT I: SUMMARY PRICING PAGE</b>				
<b>RFP 10089787-22-L</b>				
<b>PROPOSER NAME:</b>				
*Estimated Total Price Per Year = Estimated Yearly Task Price copied from "Proposer Input" Tab of this Spreadsheet				
<b>Section</b>	<b>Category</b>	<b>Description</b>	<b>Estimated Total Price Per Month</b>	<b>Estimated Total Price Per Year*</b>
A	Category II	Street Medians Landscaped with Trees, Shrubs, Groundcover, and Hardscape	\$ 1,466.54	\$ 17,598.52
A	Category IV	Rights-of-Way Landscaped with Turf, Trees, and Hardscape	\$ 4,708.40	\$ 56,500.82
A	Category V	Rights-of-Way Landscaped with Trees, Shrubs, and Groundcover	\$ 3,352.20	\$ 40,226.40
A	Category VI	Slope Areas Adjacent to Rights-of-Way Landscaped with Trees, Shrubs, Groundcover, and Hardscape	\$ 13,858.70	\$ 166,304.38
A	Category XI	Gutters and Curbs	\$ 383.46	\$ 4,601.56
A	Category XIII	Brow Ditches	\$ 555.69	\$ 6,668.32
			<b>Section A Total:</b>	<b>\$ 291,900.00</b>
<b>Section</b>		<b>Description</b>	<b>Cost Per Hour</b>	
B		Extraordinary Labor: The cost of the three thousand (3,000) hours of Extraordinary Labor will be added to the bid price to determine the overall low Contractor.	\$ 66,000.00	\$ 66,000.00
			<b>Section A, and Section B, Total:</b>	<b>\$ 357,900.00</b>
C			<b>Section C, Surety Bond, One (1) Year Term, Total:</b>	<b>\$ 12,000.00</b>
			<b>Sections A, B, and C, Estimated Contract Value, One (1) Year Term, Grand Total:</b>	<b>\$ 369,900.00</b>

# APPENDIX

# CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPARTMENT  
1200 Third Avenue, Suite 200  
San Diego, CA 92101-4195  
Fax: (619) 236-5904

## ADDENDUM A

Request for Proposal (RFP) No. 10089787-22-L

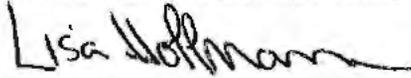
REVISED RFP Closing Date: June 24, 2022  
@ 2:00 p.m. PT

RFP for Complete Landscape Maintenance Service for Stonecrest Village Maintenance Assessment District (MAD)

The following changes are hereby made effective as though they were originally shown and/or written:

1. **The RFP closing date has been changed from June 16, 2022, to June 24, 2022 @ 2:00 p.m.**
2. ~~Delete~~ Request for Proposal Cover Sheet and replace with the attached Addendum A Request for Proposal Cover Sheet.
3. ~~Delete~~ Request for Proposal Contract Signature Page 3 and replace with the attached Addendum A Request for Proposal Contract Signature Page 3.

CITY OF SAN DIEGO PURCHASING & CONTRACTING DEPARTMENT



Lisa Hoffmann, CPPB  
Senior Procurement Contracting Officer  
(619) 236-6096

June 16, 2022



**Request for Proposal (RFP) for  
Complete Landscape Maintenance Service for Stonecrest Village Maintenance  
Assessment District (MAD)  
ADDENDUM A**

<b>Solicitation Number:</b>	10089787-22-L
<b>Solicitation Issue Date:</b>	May 16, 2022
<b>Questions and Comments Due:</b>	May 25, 2022 @ 12:00 p.m.
<b>Pre-Proposal Conference:</b>	No pre-proposal will be held.
<b>RFP Due Date and Time ("Closing Date"):</b>	<b>June 24, 2022 @ 2:00 p.m.</b>
<b>Contract Terms:</b>	One (1) year from Effective Date, with four (4), one (1) year options to renew, as defined in Article I, Section 1.2 of the City's General Contract Terms and Provisions.
<b>City Contact:</b>	Lisa Hoffmann, Senior Procurement Contracting Officer lhoffmann@sandiego.gov (619) 236-6096
<b>Submissions:</b>	Proposer is required to provide two (2) originals and one (1) electronic copy (e.g. thumb drive or CD) of their response as described herein.  <b>Completed and signed RFP signature page is required</b> , with most recent addendum listed as acknowledgement of all addenda issued.  <b>Note: Emailed submissions will not be accepted. Due to COVID-19, electronic copies submitted through PlanetBids will be accepted. Instructions for electronic submissions are provided as an attachment in PlanetBids.</b>

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

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

CONTRACTOR

CITY OF SAN DIEGO  
A Municipal Corporation

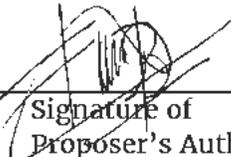
Contemporary Design Landscape  
Proposer  
1413 Via Salerno  
Street Address  
Escondido  
City  
760-807-9056  
Telephone No.  
fbarnaba@hotmail.com  
E-Mail

BY: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Director, Purchasing & Contracting  
Department

\_\_\_\_\_  
Date Signed

BY:

  
\_\_\_\_\_  
Signature of  
Proposer's Authorized  
Representative

Franco Barnaba  
Print Name

Owner  
Title

06/15/2022  
Date

Approved as to form this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
MARA W. ELLIOTT, City Attorney

BY: \_\_\_\_\_  
Deputy City Attorney

# CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPARTMENT  
1200 Third Avenue, Suite 200  
San Diego, CA 92101-4195  
Fax: (619) 236-5904

## ADDENDUM B

Request for Proposal (RFP) No. 10089787-22-L

RFP Closing Date: June 24, 2022  
@ 2:00 p.m. PT

RFP for Complete Landscape Maintenance Service for Stonecrest Village Maintenance Assessment District (MAD)

The following changes are hereby made effective as though they were originally shown and/or written:

1. Delete Addendum A Request for Proposal Contract Signature Page 3 and replace with the attached Addendum B Request for Proposal Contract Signature Page 3.
2. Add a six (6) page document entitled, "Questions, Comments and Answers". (Note: This is for informational purposes only and is not part of any resulting contract.)

CITY OF SAN DIEGO PURCHASING & CONTRACTING DEPARTMENT



Lisa Hoffmann, CRPB  
Senior Procurement Contracting Officer  
(619) 236-6096

June 17, 2022

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

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

CONTRACTOR

CITY OF SAN DIEGO  
A Municipal Corporation

Contemporary Design Landscape

Proposer

1413 Via Salerno

Street Address

Escondido

City

760-807-9056

Telephone No.

fbarnaba@hotmail.com

E-Mail

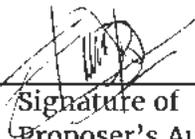
BY:

Print Name:

\_\_\_\_\_  
Director, Purchasing & Contracting  
Department

\_\_\_\_\_  
Date Signed

BY:



\_\_\_\_\_  
Signature of  
Proposer's Authorized  
Representative

Franco Barnaba

Print Name

Owner

Title

06/15/2022

Date

Approved as to form this \_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_.  
MARA W. ELLIOTT, City Attorney

BY: \_\_\_\_\_  
Deputy City Attorney

## **RFP 10089787-22-L, Complete Landscape Maintenance Service for Stonecrest Village Maintenance Assessment District (MAD) Questions and Answers**

Question 1: Is there a cost associated with the mulch that is sourced from the City Environmental Services Department?

**Response: The cost of the mulch will be absorbed by the MAD. The Contractor will not incur any cost for the mulch.**

Question 2: Is the riparian drain swell along the west perimeter below the sidewalk part of the new scope?

**Response: The drain swales and conveyance system on the asphalt trail and the north and south heads of the asphalt riparian trail are included in the scope.**

Question 3: Can you provide more detail/specific boundaries around the pool area and the south paseo? In both areas plastic valve boxes were observed that indicate HOA responsibility?

**Response: There are no pool areas or paseos maintained by the MAD. The areas of responsibility will be the landscape and sidewalk in the City's right of way only. The MAD areas of responsibility will have concrete valve boxes.**

Question 4: Are the slope areas in the parkways along west canyon considered planter beds requiring mulch? Are the slopes below the sound walls to the turf considered planter beds requiring annual mulch?

**Response: The slope areas in the parkways along west canyon considered planter beds will not require annual mulch. The slopes below the sound walls to the turf considered planter beds will not require annual mulch.**

Question 5: Does the contract also include the monuments on the corners of Daley Center Drive, West Canyon Ave, and Stonecrest Blvd?

**Response: The landscape on the corner monuments are areas of MAD responsibility and maintained at the assigned frequencies. The HOA maintains the annual plant material within these monuments.**

Question 6: On D bubble Riparian Trail and F bubble Slopes, what is the boundary we are required to maintain? Does the service end up to the concrete sidewalk on the west and concrete drain swell on south and east areas?

**Response: The boundary at the north end is the F bubble Slopes. The boundary on the east side is the length of the Riparian Trail. The service area includes bordering landscape on the west side of the Riparian trail. The South end boundary of the service area is the swale.**

Question 7: Site map has an E bubble as an open space, but the Categories involved in the maintenance does not mention anything of Open Space. In this RFP are we including the E Bubble Open Space area as part of the maintenance?

**Response: The RFP includes minimal general maintenance for the riparian trail within the E Bubble Open Space.**

Question 8: Are all the irrigation zones operated and functional from the controller?

**Response: Yes.**

Question 9: Along many of the parkways the hedge material on the slopes has been hedged to a height of 3 to 4 feet tall. Is it the intent to return all plant material to a more natural appearance by corrective pruning or is the current status height of 3 to 4 feet acceptable? If corrected pruning is desired, what would be the expected time frame for the job to be corrected?

**Response: This is an ongoing effort to prune and remove any die-back from the existing plant material to achieve a healthy, uniform look, and to promote growth. The Contractor should implement discretion according to the season and type of plant material.**

Question 10: In reference to "We are required to submit a purchase order, contract, or other document that demonstrates Contractor's previous or existing responsibilities for work of a similar scope and size as it compares to this RFP." *Is this information confidential, or will it be available to the public?*

**Response: Please refer to Exhibit A, Section A, Item #9.**

Question 11: In reference to "The Contractor shall maintain a sufficient number of full-time employees for each project/assignment during working hours/days specified, Monday through Friday. Staffing for this Contract requires a total minimum of five (5) full-time employees, including the Nonworking Supervisor, and one (1) full-time Irrigation Specialist, as described in further detail in Exhibit B, Paragraph U." *Does this mean a total of seven (7) team members; 5 gardeners, 1 Nonworking Supervisor, and 1 full-time irrigation specialists, or a total of 5 team members which includes the Non-working Supervisor and the Irrigation Specialists?*

**Response: The RFP requires a total of 5 team members on site, including a working supervisor, an irrigation specialist, and 3 laborers.**

Question 12: In reference to "All work under this Contract shall be performed in such manner as to provide maximum safety to the public and, where applicable, to comply safety standards required by the Federal Occupational Safety and Health Administration (OSHA) and the State of California's Division of Occupational Safety and Health (Cal/OSHA). The Technical Representative reserves the right to issue restraint or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this Contract." *Are signboards, or arrow-boards always required, or just when a lane may need to be blocked?*

**Response:** Signs and arrow-boards have not been necessary previously. Traffic cones have sufficed.

Question 13: In reference to “Water conservation shall be diligently practiced. Irrigation shall be done in a manner to minimize run-off or other wastage. Failure to properly manage and conserve water resources may result in deductions or other penalties. The Contractor shall turn off irrigation systems during periods of rainfall and at such other times when suspension of irrigation is desirable to conserve water and to remain within the guidelines of good horticulturally acceptable landscape maintenance practices. Irrigation run times shall be adjusted weekly to compensate for current weather conditions (unless/until a weather-based controller is installed).” *Would you consider converting some turf areas to drought tolerant plants irrigated using a drip system as part of a water management strategy?*

**Response:** Turf conversion is not part of this bid process and should not be included in RFP responses.

Question 14: In reference to “All areas not adequately covered by a sprinkler system shall be irrigated by a portable irrigation method. The Contractor shall furnish all hoses, nozzles, sprinklers, etc. necessary to accomplish this supplementary irrigation. Care shall be exercised to prevent water waste, erosion, and/or detrimental seepage into existing underground improvements or structures. The cost of wasted water may be charged to Contractor as explained in Exhibit B, Paragraphs K-M.” *Is portable, hand-watering considered extra work and thus be considered?*

**Response:** Hand watering should be utilized on an as-needed basis in small, reduced sized areas where a portable sprinkler would not be suitable.

Question 15: In reference to “Irrigation shall be accomplished as follows: a. Landscaped improved banks and slopes shall be irrigated Monday through Friday as required to maintain horticulturally acceptable growth and color, and to encourage deep rooting.” *Are there any non-improved, non-irrigated banks and slopes that are part of the scope of work? If so, please identify them.*

In reference to “Contractors shall include material costs for the following specified fertilizer products in 50 lb. bags: 480 bags Year – Best Triple Pro 15-15-15 (February, May, August, November – 120 bags per frequency) 60 bags Year – Best Turf Supreme 16-6-8 (February, May, August, November – 15 bags per frequency).” *Would you like just the price per 50 lb. bag, or the total cost for all of the bags (540)?*

**Response:** The Yearly Task Cost requires the cost of materials per frequency in the materials column to achieve an annual cost. The bag count should be broken down into its appropriate category.

Question 16: In reference to “Weeds shall be removed from all shrub and groundcover beds, planters, tree wells, cracks in paved areas, including sidewalks, and areas covered with ornamental rocks, as shown in Service Frequencies Schedule.” *It looks like it’s acceptable to use inorganic herbicides for weed control if the MSDS label is submitted. Is that correct?*

**Response:** **Inorganic herbicides may be used for weeding control if the MSDS label is submitted, subject to the Contract Administrator’s prior review and approval.**

**Question 17:** In reference to “The Contractor shall regularly inspect all landscaped areas for presence of disease, insect, or rodent infestation. The Contractor shall advise the Technical Representative within four (4) days if disease, insect, or rodent infestation is found; Contractor shall identify the disease, insect, or rodent and specify control measures to be taken. Upon approval of the Technical Representative, the Contractor shall implement the approved control measures, exercising extreme caution in the application of all sprays, dusts, or other materials utilized. Approved control measures shall be continued until the disease, insect or rodent is controlled to the satisfaction of the Technical Representative. The Contractor shall utilize all safeguards necessary during disease, insect, or rodent control operations to ensure safety of the public and the employees of the Contractor, in accordance with current standard practices accepted by the California Department of Food and Agriculture. If Contractor is unable to control the pest or disease, a pest control company will be hired, and the billing will be deducted from Contractor’s monthly payment.” *Is gopher and rodent control considered extra work and thus falls under the extraordinary labor category or is it part of the maintenance scope of work. If it’s included, can you please provide some guidance on the severity, frequency, or population numbers for control and costs purposes?*

**Response:** **Gopher and rodent control is part of the scope of work. Previously, gopher and rodent control was very infrequent.**

**Question 18:** In reference to “The open soil between plants shall be cultivated where the planting permits.” *Does this mean that when new plants are installed the area around them is cultivated or is this an ongoing maintenance task? If it’s ongoing, would you please provide some guidance on hour estimates or square footage to complete the cultivation.*

**Response:** **Open soil cultivation between plants is included in the scope and will be required on an as-needed basis, regardless of whether plant material is existing or newly installed.**

**Question 19:** In reference to “The Contractor shall mulch all planter beds as required in the Service Frequencies. Mulch shall be specified as 4” grind and/or compost sourced from the City’s Environmental Services Department. Mulch shall be installed to a minimum 3” depth around trees and shrubs in planter beds. Compost will be used for over seeding turf as needed. Other areas requiring RFP 10089787-22-L Page 19 of 37 mulch may be billed to the City as Extraordinary Labor projects with prior written approval from the Technical Representative and in accordance with all applicable provisions of this Contract, including Paragraph X, Extraordinary Labor.” *Is it correct that the City provides the mulch, and the Contractor spreads it per the Extraordinary Labor guidelines for mulching?*

**Response:** **The City will provide the mulch. The Contractor will spread mulch as required by the scope of work at no extra cost. Extra Labor refers to a task/project above and beyond the scope of work.**

Question 20: In reference to “Once a week, all systems (including drip) are to be thoroughly inspected to ensure complete electronic operation and proper distribution of water. An irrigation checklist shall be completed as each system is inspected. The checklists will be provided and must be submitted weekly to the Technical Representative.” *May we have a copy of the checklist now during the bidding process?*

**Response: The checklist will be made available upon award.**

Question 21: In reference to “Once a week, on Mondays. All sidewalks shall be swept to remove sand, dirt, and debris. This is a separate maintenance task from the removal of debris from turf mowing/edging. Blowers may be used, if operated in a responsible manner.” *Are electronic (battery powered) blowers acceptable for use?*

**Response: Please use practical and responsible means to complete the task.**

Question 22: In reference to “Pest control is a maintenance function of this contract and shall be required (as needed). Pests that have been encountered and abated in this area previously include a. Scale b. Snails throughout areas in the District. c. Gophers and ground squirrels throughout areas in the District. All gopher mounds shall be brought back to grade when the area has been treated. Excessive soil or rocks may require removal. d. Rats have been found nesting in plant material. e. Bees nesting in valve boxes. f. Ants nesting in valve boxes and irrigation controllers. g. Snakes.” *Is pest control is required on an as needed basis. Is pest control considered Extraordinary Labor? If not, would you please detail on the extent of this work?*

**Response: Pest control is not Extra Labor. The Contractor must perform Pest control on an as-needed basis. The extent of the work cannot be quantified at this time.**

Question 23: In reference to “The Contractor shall maintain a minimum of five (5) full-time employees on site (excluding Non-Working Supervisor) during the normal working hours/days specified in this contract (Monday through Friday). The Technical Representative will evaluate each Contractor’s time submitted with respect to each individual proposal task and overall time throughout each category. The Contractor shall ensure that these time elements meet the Technical Representative requirements for full-time labor.” *Do we submit time sheets? Are these estimates of work hours to complete tasks? What does it mean, “The Contractor shall ensure that these time elements meet the Technical Representative requirements for full-time labor?”*

**Response: In this RFP, the City’s estimated work hours are provided for consistency and are equivalent to 5 full-time employees.**

Question 24: In reference to “5.13.2 Photo Identification Badge. Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.”

*Does this mean we issue company badges to our team members, and they wear them for the duration of the contract when servicing Scott Creek Village MAD?*

**Response:** This reference (5.13.2 Photo Identification Badge) is not included in this RFP.

Question 25: In reference to “Exhibit H – LIVING WAGE ORDINANCE CERTIFICATION OF COMPLIANCE REQUIRED BY SAN DIEGO MUNICIPAL CODE §22.4225(c).” Is the job a Living Wage Job? Does Exhibit H need to be completed and submitted as part of the Contractor’s RFP response?

*Does the Contractor have termination rights to terminate the contract with acceptable written notice?*

**Response:** Please refer to Exhibit D, Wage Requirements. The Living Wage Ordinance Certification of Compliance form must be completed and submitted as part of the RFP response. Please refer to Exhibit C, City of San Diego General Contract Terms and Conditions, Article IV, regarding termination of the contract.

Question 26: On the Pricing pages it asks for “Supervisory Inspection Price”, can you clarify if this is for the working supervisor or the non-working supervisor?

**Response:** The “Supervisory Inspection Price” is for the non-working Supervisor.

Question 27: Does the City have a site map with irrigation controllers for Stonecrest Village MAD that can be provided ?

**Response:** The site map with irrigation controllers will be provided upon award.

Question 28: In the past year, has there been a constant use of traffic control for Stonecrest Village MAD?

**Response:** No.

Question 29: Can you please provide current contract pricing?

**Response:** Please submit this question to the City of San Diego’s Public Records Portal (NextRequest), at <https://sandiego.nextrequest.com/>.

Question 30: Who is the current contractor?

**Response:** Contemporary Landscape.



**Request for Proposal (RFP) for  
Complete Landscape Maintenance Service for Stonecrest Village Maintenance  
Assessment District (MAD)**

<b>Solicitation Number:</b>	10089787-22-L
<b>Solicitation Issue Date:</b>	May 16, 2022
<b>Questions and Comments Due:</b>	May 25, 2022 @ 12:00 p.m.
<b>Pre-Proposal Conference:</b>	No pre-proposal will be held.
<b>RFP Due Date and Time ("Closing Date"):</b>	June 16, 2022 @ 2:00 p.m.
<b>Contract Terms:</b>	One (1) year from Effective Date, with four (4), one (1) year options to renew, as defined in Article I, Section 1.2 of the City's General Contract Terms and Provisions.
<b>City Contact:</b>	Lisa Hoffmann, Senior Procurement Contracting Officer lhoffmann@sandiego.gov (619) 236-6096
<b>Submissions:</b>	Proposer is required to provide two (2) originals and one (1) electronic copy (e.g. thumb drive or CD) of their response as described herein.  <b>Completed and signed RFP signature page is required</b> , with most recent addendum listed as acknowledgement of all addenda issued.  <b>Note: Emailed submissions will not be accepted. Due to COVID-19, electronic copies submitted through PlanetBids will be accepted. Instructions for electronic submissions are provided as an attachment in PlanetBids.</b>

**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10089787-22-L  
Complete Landscape Maintenance Service for Stonecrest Village Maintenance Assessment  
District (MAD)**

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # 10089787-22-L Complete Landscape Maintenance Service for Stonecrest Village Maintenance Assessment District (MAD) (Contractor).

**RECITALS**

On or about 5/16/2022, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

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

City wishes to retain Contractor to provide complete landscape maintenance service for Stonecrest Village MAD as further described in the Scope of Work, attached hereto as Exhibit B. (Services).

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

**ARTICLE I  
CONTRACTOR SERVICES**

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

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

**ARTICLE II  
DURATION OF CONTRACT**

**2.1 Term.** This Contract shall be for a period of one (1) year beginning on the Effective Date. City may, in its sole discretion, extend this Contract for four (4) additional one (1) year period(s). Unless otherwise terminated, this Contract shall be effective until completion of the Scope of Service beginning on the Effective Date. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

**2.2 Effective Date.** This Contract shall be effective on the later of July 1, 2022 or the first day of the month following the date it is executed by the last Party to sign the Contract, and approved by the City Attorney in accordance with San Diego Charter Section 40.

**ARTICLE III  
COMPENSATION**

**3.1 Amount of Compensation.** City shall pay Contractor for performance of all Services rendered in accordance with Exhibit E of this Contract, and in an amount not to exceed \$3,000,000.

**ARTICLE IV  
WAGE REQUIREMENTS**

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

**ARTICLE V  
CONTRACT DOCUMENTS**

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

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

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

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

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

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

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

CONTRACTOR

CITY OF SAN DIEGO  
A Municipal Corporation

Contemporary Design Landscape

Proposer

1413 Via Salerno

Street Address

Escondido

City

760-807-9056

Telephone No.

fbarnaba@hotmail.com

E-Mail

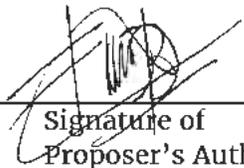
BY: \_\_\_\_\_

Print Name: \_\_\_\_\_

Director, Purchasing & Contracting  
Department

\_\_\_\_\_  
Date Signed

BY:



\_\_\_\_\_  
Signature of  
Proposer's Authorized  
Representative

Franco Barnaba

Print Name

Owner

Title

06/15/2022

Date

Approved as to form this \_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_.  
MARA W. ELLIOTT, City Attorney

BY: \_\_\_\_\_  
Deputy City Attorney

**EXHIBIT A**  
**PROPOSAL SUBMISSION AND REQUIREMENTS**

**A. PROPOSAL SUBMISSION**

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

**1.1 Reserved.**

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

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

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

**1.4.1 Reserved.**

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

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

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

**Tab A – Submission of Information and Forms.**

**2.1** Exceptions requested by proposer, if any. The proposer must present written factual or legal justification for any exception requested to the Scope of Work , the Contract, or the Exhibits thereto. Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of proposer’s exceptions, reject proposer’s exceptions, and deem the proposal non-responsive, or award the Contract without proposer’s proposed exceptions. The City will not consider exceptions addressed elsewhere in the proposal.

**2.2** The Contractor Standards Pledge of Compliance Form.

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

**2.4** Living Wage Ordinance Certification of Compliance.

**2.5** Licenses as required in Exhibit B.

**2.6** Reserved.

**2.6** Additional Information as required in Exhibit B.

**2.7** Reserved.

**2.8** Reserved.

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

**Tab B – Executive Summary and Responses to Specifications.**

**2.10** A title page.

**2.11** A table of contents.

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

**2.13** Proposer’s response to the RFP.

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

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

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

**5. Quantities.** The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the demands of the City. Any variations from the estimated quantities shall not entitle the proposer to an adjustment in the unit price or any additional compensation.

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

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

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

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

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

**7.2 Proposal Modification or Withdrawal of Proposal After Proposal Opening.** Any proposer who seeks to modify or withdraw a proposal because of the proposer's inadvertent computational error affecting the proposal price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The proposer shall provide worksheets and such other information as may be required

by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the proposer to prove the inadvertent error. If, as a result of a proposal modification, the proposer is no longer the apparent successful proposer, the City will award to the newly established apparent successful proposer. The City's decision is final.

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

**9. Public Records.** By submitting a proposal, the proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the proposer must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the proposer does not provide a specific and detailed legal basis for requesting the City to withhold proposer's confidential or proprietary information at the time of proposal submittal, City will release the information as required by the CPRA and proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the proposer's obligation to defend, at proposer's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the proposer's request. Furthermore, the proposer shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at proposer's request. Nothing in the Contract resulting from this proposal creates any obligation on the part of the City to notify the proposer or obtain the proposer's approval or consent before releasing information subject to disclosure under the CPRA.

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

**B. PRICING**

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

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

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

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

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

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

**C. EVALUATION OF PROPOSALS**

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

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

### **3. Evaluation Process.**

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

#### **3.2 Reserved.**

#### **3.3 Mandatory Interview/Oral Presentation. Reserved.**

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

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

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

	MAXIMUM EVALUATION POINTS
<b>A. Responsiveness to the RFP.</b>	<b>10</b>
1. Requested information included and thoroughness of response.	
2. Understanding of the project and ability to deliver as exhibited in the Executive Summary and under Exhibit B.	
3. Technical Aspects	
<b>B. Staffing Plan.</b>	<b>35</b>
1. Qualifications and number of personnel adequate for requirement.	
2. Availability/geographical location of personnel for required tasks.	
3. Clearly defined roles/responsibilities of personnel.	
<b>C. Firm's Capability to provide the services and expertise and Past Performance.</b>	<b>35</b>
1. Relevant experience of the firm and subcontractors.	
2. List of personnel and qualifications including relevant certifications and training.	
3. Landscape experience.	
4. Other pertinent experience.	
5. Location in the general geographical area of the project and knowledge of the locality of the Project.	
6. Past/Prior Performance.	
7. Capacity/Capability to meet the City of San Diego needs in a timely manner.	
8. Reference checks.	
<b>D. Price.</b>	<b>20</b>
SUB TOTAL MAXIMUM EVALUATION POINTS:	<b>100</b>
<b>F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*</b>	<b>12</b>
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	<b>112</b>

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

#### **D. ANNOUNCEMENT OF AWARD**

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

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

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

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

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

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

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

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

**4. Bond.** A bond as described in Exhibit B.

**5. Reserved.**

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

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**EXHIBIT B  
SPECIFICATIONS**

**A. SPECIFICATIONS**

**1. Landscape Maintenance Specifications.** Contractor shall perform complete landscape maintenance and improvements of all contract areas identified in **Paragraph N** of these Specifications (Contract Sites) within the Stonecrest Village Maintenance Assessment District, including, but not limited to, the following: irrigation, pruning, shaping and training of trees, shrubs, turf, and groundcover plants; fertilization; litter control; weed control; control of all plant diseases and pests; mowing; edging; renovation and aeration; sweeping; irrigation; signs, riparian trails, and all other maintenance required to maintain the Contract Sites included in this Contract in a safe, attractive and useable condition and to maintain the plant material in good condition with horticulturally acceptable growth and color.

During and at the end of the maintenance period, all plant material shall be in a healthy, growing condition. The Contractor shall provide all equipment, labor, and materials necessary for performing landscape maintenance and irrigation services according to the following specifications.

**2. Improvements and Activities.** Contractor shall install and maintain certain improvements including, but not limited to the following: medians, rights-of-way, slopes, streets, brow ditches, gutters and curbs, trails, signs, irrigation, plant material, and other planting areas. Contractor services under these Specifications related to Improvements and Activities, including any extraordinary labor, shall be consistent with Improvements and Activities as authorized pursuant to the Assessment Engineer’s Report for the Stonecrest Village Maintenance Assessment District (MAD).

**B. DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER:**

	Registration No.	Expiration Date	Name
DIR Registration No.	1000011758	June 30, 2023	Franco Barnaba
Subcontractor’s DIR Registration No.			

**C. LICENSES**

To perform the work described in these Specifications, the Contractor must hold a C-27 State of California Contractors License. Any Contractor holding a different license who feels qualified to submit a proposal on this work must notify the City Contact in writing at least seven days prior to the proposal due date. After a thorough review of the proposed license substitution, the City will inform the Contractor, in writing, of its decision prior to the proposal closing. The City’s decision is final.

Any person supervising the use of pesticides, herbicides, or rodenticides must possess a valid Qualified Applicator’s Certificate for Category B. The Contractor must also hold a Pest Control Business License, must retain the services of a licensed Pest Control Advisor (PCA), and must

be registered with the County Agriculture Commissioner. The Contractor must possess the below licenses prior to submitting their proposal.

	License Number	Expiration Date	Name
State of California Contractors License	Class: C-27 No.: 0759579	02/28/23	Franco Barnaba
Qualified Applicator Certificate	QAC 119295 QAL 133574	12/31/22	Franco Barnaba
Pest Control Business License	37753	12/31/22	Franco Barnaba
Pest Control Advisor	73278	12/31/23	Leon Woznicz

#### D. SCHEDULING OF WORK

The Contractor shall establish an annual schedule of work (Work Schedule) to be followed in the performance of this Contract. In addition, the Contractor shall provide the Technical Representative (as defined in Exhibit B, **Paragraph G** of this Contract) with a list(s) of exact start dates for fertilization, renovation, aeration, and other infrequent operations at each of the Contract Sites at least ten (10) working days in advance of performing any of these operations.

Unless otherwise specified, the Contractor shall accomplish all normal landscape maintenance required under this Contract between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday, excluding holidays (normal working hours). If a specific task falls on a holiday, Contractor must complete the task on the following business day, or on an acceptable alternate date as authorized by the Technical Representative in writing. The Technical Representative may grant, on an individual basis, permission to perform contract maintenance at other hours where the public's use of the Contract Sites is too great to allow for proper maintenance during normal working hours. Maintenance functions that generate excess noise, which would cause unreasonable annoyance to residents of the area, e.g., operations of power equipment, shall not commence before 8:00 a.m.

The Work Schedule, provided by the Contractor, must be completed, and submitted to the Technical Representative prior to the commencement of work on this contract. Any changes in scheduling shall be reported, in writing, to the Technical Representative immediately. This Work Schedule shall include routine work as well as infrequent operations such as fertilization and pruning.

The Contractor shall conduct the work at all times in a manner which will not unreasonably interfere with pedestrian traffic on adjacent sidewalks or vehicular traffic on adjacent streets.

In performing periodic operations required in this Contract, the Contractor shall continue routine grounds maintenance services within all Contract Sites without interruption.

## **E. QUALITY OF WORK**

The Contractor shall perform all work in accordance with the best landscape maintenance practices and in keeping with the high aesthetic level of the Contract Sites being maintained. The Technical Representative shall periodically inspect all maintenance operations and approve or reject the work performed and methods or materials used.

## **F. CONTRACTOR'S RESPONSIBILITIES**

**1. Company Representative.** A company representative, authorized to discuss matters related to this Contract, must be available during normal working hours, Monday through Friday between 6:00 a.m. and 6:00 p.m. All calls from the Technical Representative shall be returned within a one-hour period.

**2. Emergency Calls.** The Contractor shall have the capability to receive and to respond immediately to calls of an emergency nature during normal working hours and outside of normal working hours. Calls of an emergency nature received by the Technical Representative shall be referred to the Contractor for immediate disposition.

Emergency calls relating to irrigation shall be referred to the Contractor. A 24-hour emergency telephone number shall be provided by the Contractor for this purpose.

**3. Reporting of Damages.** Upon finding any hazard, damage, defect, leak, power outage, or other issue or situation that poses a threat to safety of the public or employees, or a loss of City assets (including water), the Contractor shall notify the Technical Representative immediately. Safety problems must be reported by calling the Technical Representative during the City's normal business hours, Monday through Friday between 7:00a.m. and 4:00p.m. (City's normal business hours). If these problems are encountered outside of the City's normal business hours, Contractor shall call [(619) 527-7500], email the Technical Representative, and provide the name and address of the Contract Site and a description of the problem.

Other hazards, damages, defects, other problems or irregularities, or maintenance issues must be reported to the Technical Representative within 24 hours of discovery.

### **4. Staffing**

#### **a. Supervision**

The Contractor shall furnish sufficient supervisory and working personnel capable of promptly accomplishing on schedule, and to the satisfaction of the Technical Representative, all work required under this Contract during the regular and prescribed hours.

i. Contractor shall provide a minimum of one qualified working field supervisor (Field Supervisor) who shall be at the Contract Sites at all times work is being performed by the Contractor. The Field Supervisor shall provide the necessary supervision to ensure work is completed as specified under the Contract. The Field Supervisor(s) must have at least three (3) years of experience overseeing, implementing, and maintaining landscape enhancement projects and personnel, on a site of comparable acreage and plant material. It is desirable that the Field Supervisor have over three (3) years of qualifying experience and highly desirable for the Field Supervisor to have over five (5) years of qualifying experience. Contractor must submit a resume of the assigned Field Supervisor(s) with the proposal. The Field Supervisor will be interviewed by the Technical Representative prior to acceptance.

Payroll records may be utilized to verify experience. The Field Supervisor(s) must be employed by the successful Contractor at the time this Contract is awarded. Any changes in Field Supervisor(s) must be submitted in writing to the Technical Representative.

In addition, the Field Supervisor shall inspect all Contract Sites a minimum of once per week. These inspections shall include a written punch list (to be completed by the Field Supervisor) of deficient items and dates of correction. Punch lists are to be given to the Technical Representative on a weekly basis. Date and time will be determined by the Technical Representative upon approval.

#### **b. Adequate Personnel**

The Contractor shall maintain a sufficient number of full-time employees for each project/assignment during working hours/days specified, Monday through Friday. Staffing for this Contract requires a total minimum of five (5) full-time employees, including the Non-Working Supervisor, and one (1) full-time Irrigation Specialist, as described in further detail in Exhibit B, **Paragraph U**.

All landscape maintenance workers, also referred to as laborers, in this document must have at least one (1) year of fulltime paid experience in performing all aspects of landscape maintenance. It is desirable that all landscape maintenance workers/laborers have more than one (1) year of fulltime paid experience, and highly desirable for all landscape maintenance workers/laborers to have more than four (4) years of fulltime paid experience. Qualifying paid experience must include all of the following: maintaining lawns, shrubs, trees, and ground covers; fertilizing plant material, cultivating, pruning shrubs and trees, mowing lawn areas, edging lawn areas, edging ground covers; operating and maintaining Irrigation systems, and performing minor irrigation repairs such as repairing/replacing broken or damaged irrigation heads and risers; and proper operation of landscape equipment.

#### **5. Ability to Perform Work**

Contractor must have the staffing, equipment knowledge and financial resources to perform landscape maintenance projects in a timely manner with a quality end product. The plant material(s) on this site require uncommon maintenance practices. Contractor must have experience implementing and maintaining similar projects and personnel, and overseeing all phases of landscape maintenance and personnel for a site of comparable square footage, scope of work and plant materials. This includes, but is not limited to, implementing, and maintaining landscape enhancement projects and personnel on a site of comparable acreage and plant material. All personnel shall be physically able to do their assigned work.

Contractor shall provide all of the following with the proposal:

- References for work completed by Contractor for a similar scope of work and size with similar dollar value as it compares to this RFP in accordance with the Contractor Standards Pledge of Compliance, page 6 of 12, item F(7).
- A purchase order, contract, or other document that demonstrates Contractor's previous or existing responsibilities for work of a similar scope and size as it compares to this RFP.

- Examples and references for work completed as it relates to the following: landscaped and hardscaped medians, landscaped and undeveloped rights-of-ways, enhanced and native Open Space habitats and trail systems, parks with playground structures, joint-use sports fields, turf renovations, large irrigation systems, smart controllers, hardscaped surfaces including gutters, parking lots, sidewalks, concrete brow ditches and storm drains, comfort stations, landscaped library, recreation center facilities, or other public use locations.
- References and resumes for the working Field Supervisor(s) and Irrigation Specialist(s) proposed for work on this Contract and currently employed by Contractor. Resumes should include description of working knowledge of sports turf, smart controllers, and related software.
- A statement demonstrating the capacity and capability to provide enhanced service to the Stonecrest Village MAD as it relates to Exhibit B and the associated frequencies in a timely manner.
- A proposed work schedule that demonstrates the fulfillment of the established frequencies.
- References and resumes of landscape maintenance workers/laborers proposed to work on this Contract and are currently employed by the Contractor. Resumes should include a description of the work experience and type of landscape maintenance performed.

Some priority projects may need to be performed immediately. In the event Contractor is awarded Extraordinary Work (as described in Exhibit B, **Paragraph X** of this Contract), the Contractor shall provide a separate specific work crew to accomplish projects as may be required.

## **6. Proper Conduct**

The Contractor, Contractor's employees, and Subcontractors shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible annoyance to the public.

## **7. Uniforms**

The Contractor's staff and Subcontractors shall work in neat and clean uniforms. The Contractor shall furnish Contractor's employees with a shirt, or some other type of upper body wear, bearing the company's identification (a safety vest with the company identification on back will be considered as an adequate company identifier). Appropriate uniform shall be worn at all times, while on the job site. Failure to do so may result in termination of the Contract.

## **8. Removal of Employee**

The Technical Representative may require the Contractor to remove from any of the Contract Sites any employee(s) if the Technical Representative reasonably determines the employee(s)

to be: (a) careless or incompetent, (b) unable to fulfill any of Contractor's material obligations under this Contract, or (c) has engaged in acts or omissions contrary to public health, safety, welfare, or morals.

#### **9. Communication Skills**

The Contractor shall ensure that all on-site supervisors and Field Supervisor(s) can communicate in English both verbally and in writing. The on-site supervisor and Field Supervisor(s) shall be capable of completing, in English, legible written forms and shall be capable of understanding oral and/or written instructions in English.

#### **10. Repairs to Existing Facilities and Irrigation Systems**

##### **a. Damage or Alteration Resulting from Contract Performance**

i. The Contractor shall be responsible, at no cost to the City, for the repair or replacement of all portions of existing structures or facilities, including irrigation systems, which are damaged or altered in any way as a result of the performance of this Contract. Contractor shall immediately, in writing, report all damages and alterations to the Technical Representative. Damages and alternations shall be repaired or replaced in kind, as approved by the Technical Representative.

ii. Unless otherwise directed, Contractor shall make repairs to facilities immediately after damage or alteration occurs as a result of Contractor's performance of work under this Contract. A comprehensive testing and check of all irrigation systems shall be made approximately thirty (30) days prior to the end of the Contract, and any repairs deemed the responsibility of the Contractor shall be made by the Contractor prior to the end of the Contract. If repairs are not made by the Contractor to the satisfaction of the Technical Representative, deductions shall be made from the final payment in the amount to cover the cost of repairs, as determined by the Technical Representative. Any difference of cost shall be paid by the Contractor.

##### **b. Other Damage or Alteration**

i. All portions of existing structures or facilities, including irrigation systems, which require repair must be pre-approved by the Technical Representative. All work will be repaired or replaced in kind, unless otherwise approved by the Technical Representative. Compensation for labor and materials associated with irrigation systems repair shall be in accordance with the terms identified in Exhibit B, **Paragraph X** of this Contract.

#### **11. Maintenance of Controller Cabinets and Battery Numbers**

At no cost to the City, the Contractor shall be responsible for maintaining the painted surfaces of irrigation and lighting controller cabinets as well as the corresponding automatic irrigation battery numbers on the lids of the automatic control valve boxes and light bulb replacements in controller cabinets, as necessary.

#### **12. Operation of Automatic Irrigation Controllers**

Where the operation of automatic irrigation controllers is required as part of this Contract the Contractor shall:

- a. Not duplicate any coded City key furnished by the City of access and operation of the controller.
- b. Surrender all keys furnished by the City, promptly at the end of the Contract Term, or at any time deemed necessary by the Technical Representative to prevent serious loss to the City of San Diego.
- c. Protect the security of the City's property by keeping controller cabinet and building doors locked at all times.
- d. Refrain from using premises behind locked doors for storage of materials, supplies, or tools except as approved by the Technical Representative.

### **13. Safety Requirements**

All work under this Contract shall be performed in such manner as to provide maximum safety to the public and, where applicable, to comply safety standards required by the Federal Occupational Safety and Health Administration (OSHA) and the State of California's Division of Occupational Safety and Health (Cal/OSHA). The Technical Representative reserves the right to issue restraint or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this Contract.

### **14. Hazardous Conditions**

The Contractor shall maintain all Contract Sites and work sites free of hazards to persons and property resulting from Contractor's operations. Contractor shall immediately report to the Technical Representative any hazardous conditions, within or affecting a Contract Site, noted by the Contractor which are not a result of the Contractor's operations.

During and after periods of rain, Contractor shall immediately address hazardous conditions resulting from rain, and shall maintain all Contract Sites in a safe condition, free from fallen branches and trees, plants, trash, and soil debris from gutters, storm drain inlets, and brow ditches.

### **15. Hazardous Wastes Disposal Procedure**

In all areas covered by this Contract the Contractor and/or Contractor's subordinate staff, upon finding illegally dumped debris which might reasonably be considered hazardous to the health and/or safety of Contractor's staff, the public, the landscape environment and/or adjacent properties, shall adhere to the following procedures:

- a. Cordon off the area where the material has been found, to the extent possible.
- b. Immediately call 911 (Fire Department) and provide all relevant information possible:
  - i. Finder's name and company;
  - ii. Specific location of material;
  - iii. Try to determine:

- (1) Number, size, and types of containers
  - (2) Description of labels
  - (3) Spillage to soil, pavement, water
  - (4) Description: solid, liquid, color
  - (5) Any danger to public
- c. Inform the appropriate supervisor and the City Technical Representative as soon as possible.
  - d. Remain at site until the Fire Department arrives.
  - e. Do not move, touch, or sniff any of the material.

#### **16. Use of Chemicals**

The Contractor shall submit sample labels and Safety Data Sheets for all chemical herbicides, insecticides, and rodenticides proposed for use under this Contract for approval by the Technical Representative. Materials included shall be limited to chemicals approved by the State of California Department of Agriculture. The use of any chemical shall be based on the recommendations of a licensed PCA. Annual PCA Pesticide Recommendations are required for each pesticide proposed to be used under this Contract for this specific site and shall be submitted to the Technical Representative. The use of chemicals shall conform to the current San Diego County Department of Agriculture regulations. No chemical herbicides, insecticides, or rodenticides shall be applied until its use is approved, in writing, by the Technical Representative as appropriate for the purpose and area proposed.

A Monthly Pesticide Use Report shall be submitted monthly with the Contractor's invoices for payment. This report shall include a statement of all applications of herbicides, insecticides, and rodenticides, detailing the chemical used, undiluted quantity, rate of application, are in which used, applicator's name and the date and purpose of the application. For months in which no pesticides are applied, state "No Pesticide Used" on the Monthly Pesticide Use Report.

#### **17. Litter**

- a. Contractor Generated Trash

The Contractor shall promptly remove all debris generated by Contractor's pruning, trimming, weeding, edging, and other work required in the Specifications of this Contract. Immediately after working in areas of public streets and park walks, gutters, driveways, and paved areas, the Contractor shall clean them with suitable equipment. A green waste tonnage report is required at the end of each calendar year.

- b. Litter Pick-Up

In all Contract Sites, litter, including bottles, glass, cans, paper, cardboard, fecal matter, leaves, branches (any type and regardless of size), metallic items, cigarette butts, and other debris, shall be removed as shown in the Service Frequencies Schedule. The Contractor shall be responsible for paying all fees associated with the disposal of debris or trash accumulated during the performance of routine maintenance activities described above.

c. Hazardous Litter

Hazardous litter, including but not limited to wire, broken glass, jagged metal, and similar kinds of litter, shall be immediately picked up and removed from the site by the Contractor upon notice or observation thereof.

**G. TECHNICAL REPRESENTATIVE**

The Technical Representative, for purposes of this Exhibit B, is the City Park and Recreation Department's designee specified on Notice to Proceed letter issued under this Contract. The Technical Representative will provide daily oversight of this Contract to ensure compliance to the scope of work and/or performance to Contract Specifications. The Technical Representative, or designee, is also responsible for oversight of all invoice payments and billing questions for Purchase Orders issued under this Contract.

The Purchasing Agent shall be responsible for all contractual matters not otherwise identified as the responsibility of the Technical Representative in this Exhibit B. The Purchasing Agent is the only individual authorized to make changes of any kind to the Contract. The Contractor shall not rely upon any oral change from anyone, or a written request for change from someone other than the Purchasing Agent. All changes must be in writing, signed by the Purchasing Agent.

**H. FAILURE TO PERFORM SATISFACTORILY**

It is agreed and understood that if the Contractor fails to perform the work as specified herein, the City will pay only for the amount of service actually received, as determined by the Technical Representative, with an appropriate downward adjustment in Contract price. Such adjustments may be in accordance with Exhibit I, Schedule of Task Pricing submitted by the Contractor with their proposal.

The City shall perform inspections of the Contract Sites to ensure that staffing and maintenance is adequate and that all work complies with these Specifications. Discrepancies and deficiencies will be noted on Field Inspection Notices (FIN) and shall be corrected within the time frame specified. If the Contractor fails to take corrective action within the noted time frame on the FIN, the City may withhold payment and/or proceed with termination of the contract. If City finds, upon inspection, that staffing on a Contract Site does not meet Contract Specifications, Technical Representative may withhold payment for charges associated with the staffing deficiency. Billing adjustments for unsatisfactory service shall be a permanent retention of the estimated monthly cost for work that is incomplete or deficient as stated herein.

When negligence on the part of the Contractor results in excessive use or waste of irrigation water, the estimated cost of this water shall be deducted from the Contract payment. Any monetary fines or other damages assessed to the City for failure to follow water conservation regulations imposed by the State of California, the County Water Authority, or other legal entity will be the responsibility of the Contractor unless cause to the contrary is substantiated to the satisfaction of the Technical Representative.

**I. PAYMENTS WITHHELD**

The City may withhold payment to such extent as may be necessary to protect the City from loss due to:

1. Work required in the Specifications which is defective, incomplete, or not performed.
2. Staffing not provided as required under the Specifications or as proposed by Contractor.
3. Claims filed against the City for damage caused by the Contractor's acts or omissions, or reasonable evidence indicating probable filing of such claims.
4. Failure of the Contractor to make payments properly to Sub-Contractors for materials or labor.
5. A reasonable doubt that the Contract can be completed for the balance then unpaid.

#### **J. INVOICING PROCEDURES**

The Contractor shall be paid in accordance with Article III of the City's General Contract Terms and Provisions for work performed satisfactorily. The Contractor shall be paid monthly, in arrears, for work performed satisfactorily. Billing shall be in accordance with the current Purchasing Contract, allowing for City approved adjustments if any. Invoices shall be submitted to the Technical Representative or designee, at the address specified on the Purchase Order(s).

The Contractor shall submit an invoice to the Technical Representative by the tenth of the following month in which work was performed. The invoice shall reference the purchase order number, include a description of the work performed in each maintenance category outlined in the Contract, and correspond with the Pricing Agreement provided by Purchasing and Contracting Department.

Any invoices for payment related to Extraordinary Labor and/or Extraordinary Work shall include the location the work was performed and attached written authorization from the Technical Representative approving Extraordinary Labor and/or Extraordinary Work. Failure to do so will result in payment being withheld for such services. Compensation for materials associated with Extraordinary Labor shall be the wholesale cost of the items involved plus 10 percent for the Contractor's cost of handling.

A Monthly Pesticide Use Report shall also be submitted in accordance with Exhibit B, **Paragraph F**, Subsection 16 , **Use of Chemicals**. This report shall accompany the above invoice.

#### **K. WATER CONSERVATION**

Water conservation shall be diligently practiced. Irrigation shall be done in a manner to minimize run-off or other wastage. Failure to properly manage and conserve water resources may result in deductions or other penalties. The Contractor shall turn off irrigation systems during periods of rainfall and at such other times when suspension of irrigation is desirable to conserve water and to remain within the guidelines of good horticulturally acceptable landscape maintenance practices. Irrigation run times shall be adjusted weekly to compensate for current weather conditions (unless/until a weather-based controller is installed).

## L. IRRIGATION WATER - COSTS

The City of San Diego shall bear all the costs for water used in the maintenance of sites covered by this Contract with the exception of negligent water waste, which will be charged to the Contractor.

## M. METHOD OF PERFORMING WORK

### 1. Irrigation

Irrigation shall be done by the use of automatic, mechanical sprinkler systems where available and operable; however, failure of the existing irrigation system to provide full and proper coverage shall not relieve the Contractor of the responsibility to provide adequate irrigation with full and proper coverage to all areas.

In those areas where a manual sprinkler system (including drip) is installed, the Contractor shall once a week, thoroughly inspect the operation of the system for any malfunction. The Contractor shall advise the Technical Representative within 24 hours of those malfunctions.

The Contractor shall maintain all sprinkler systems in such a way as to guarantee proper coverage and full working capability and shall make adjustments necessary to prevent excessive run-off into street rights-of-way or other areas not meant to be irrigated.

All areas not adequately covered by a sprinkler system shall be irrigated by a portable irrigation method. The Contractor shall furnish all hoses, nozzles, sprinklers, etc. necessary to accomplish this supplementary irrigation. Care shall be exercised to prevent water waste, erosion, and/or detrimental seepage into existing underground improvements or structures. The cost of wasted water may be charged to Contractor as explained in Exhibit B, **Paragraphs K-M**.

Irrigation shall be accomplished as follows:

a. Landscaped improved banks and slopes shall be irrigated Monday through Friday as required to maintain horticulturally acceptable growth and color, and to encourage deep rooting.

b. Shrub beds shall be irrigated as required to maintain horticulturally acceptable growth and color, and to promote deep rooting. Shrub areas shall be irrigated at a rate which keeps surface runoff to a minimum. The irrigation rate shall be adjusted to the needs of shrub types, seasons, and weather conditions.

c. Newly Planted Trees, Shrubs, and Groundcover shall receive special attention until these plants are established. Adequate water and fertilizer shall be applied to promote normal, healthy growth. Proper berms or basins shall be maintained during the establishment period.

The Contractor shall comply, at all times, with the current level of the Emergency Water Regulations (see Exhibit E, San Diego Municipal Code, Article 7, Division 38) and any adopted City policies or procedures with respect to water usage and /or irrigation, as amended from time to time. The Contractor must obtain prior written approval from the Technical Representative before exceeding any applicable water regulations.

When excessive use or waste of irrigation water results from the Contractor's or any Sub-Contractor's performance under this Contract, the estimated cost of such water shall be deducted from the City's payment. The Contractor shall also pay any monetary fines or other damages assessed to the City for failure to follow water conservation regulations imposed by the State of California, The County Water Authority, or other legal entity arising out of performance of this Contract.

## **2. Pruning Shrubs and Groundcover Plants**

All shrubs and groundcover plants growing in the work areas shall be pruned as required to maintain plants in a healthy, growing condition; to maintain plant growth within reasonable bounds; and to prevent encroachment of passage ways, walks, streets, or view of signs; or encroachment in any manner deemed objectionable by the Technical Representative. Dead or damaged limbs shall be removed with sharp pruning tools, with no stubs remaining. Pruning shall be done to permit plants to grow naturally in accordance with their normal growth characteristics except where box hedging is required by the Technical Representative. Shearing, hedging or severe pruning of plants, unless authorized by the Technical Representative, shall not be permitted. Contractor shall perform all corrective pruning methods to all plant materials as directed by the Technical Representative. This includes but is not limited to the pruning of plants which have been hedge pruned in the past in order to return them to their natural growth characteristics. Contractor shall perform all such pruning including the removal of pruned materials at no additional cost to the City. Growth regulators shall not be used.

## **3. Tree Maintenance**

a. All trees shall be maintained in their natural shapes. Pruning shall be performed in such a manner as to promote the best growth habits, appearance, and health of the tree, and to prevent encroachment which blocks vision or is in any manner deemed undesirable by the Technical Representative. The Contractor shall, as part of this Contract be responsible for tree pruning that can be accomplished with a 12' pole saw by a worker standing on the ground. Trees shall not be topped. The Contractor shall bring to the attention of the Technical Representative within 24 hours any tree that shows signs of root heaving or leaning or is in any manner a safety hazard.

The Contractor shall be responsible for the complete removal and replacement of those trees lost due to Contractor's faulty maintenance or negligence, as determined by the Technical Representative. Replacement shall be made by the Contractor in the kind and size of tree determined by the Technical Representative. Where there is a difference in value between the tree lost and the replacement tree, the difference will be deducted from the Contract payment. In all cases, the value of the tree lost shall be determined by the Technical Representative, using the latest International Society of Arboriculture (I.S.A.) guidelines for value determination.

b. All newly planted trees shall be securely staked with two "lodge pole" type stakes placed on opposite sides of the tree, outside the root ball, and secured to the tree with at least two flexible rubber tree ties.

c. Tree ties shall be inspected regularly to ensure against girdling and abrasion.

d. Trees and shrubs that are uprooted and/or broken due to storms, regardless of size, shall be up righted immediately, if possible. If this is not possible, they shall be removed immediately (including roots) and the holes must be filled. The Contractor shall be responsible for paying any and all fees associated with the disposal of tree debris under the terms of this contract.

#### **4. Fertilization**

The Contractor shall inform the Technical Representative at least 48 hours before beginning any fertilization and shall have previously submitted a Safety Data Sheet (SDS), schedule of application showing the site, date, and approximate time of application of the fertilizer. Submission of the fertilizer schedule does not release the Contractor from any of the other obligations described in this Subsection 4 or any other provisions. The fertilization schedule, regardless of its intensity, timing, or the number of sites covered daily or weekly, shall not excuse the Contractor from performing any other work regularly required under this contract.

Fertilizer shall be delivered to the site only in the original unopened containers bearing the manufacturer's guaranteed analysis. Damaged packages will not be accepted. The Contractor shall furnish the Technical Representative with duplicate signed and legible copies of all certificates and invoices for all fertilizer to be used in this contract. The invoices must state the grade, amount, and quantity received. Both the copy and invoice to be retained by the City and the Contractor's copy must be signed by the Technical Representative, on site, before any material may be used.

The Contractor may not begin the actual application until the obligations in the preceding paragraph have been complied with.

Fertilizers shall be applied at the rates specified below:

- One pound of actual nitrogen per 1,000 square feet of planted area shall be applied to turf, shrubs, vines, groundcovers, and trees as specified
- Acceptable complete fertilizers include, but are not limited to:  
Best Turf Supreme 16-6-8, Best Triple Pro 15-15-15
- Contractors shall include material costs for the following specified fertilizer products in 50 lb. bags:
  - 480 bags Year – Best Triple Pro 15-15-15 (February, May, August, November – 120 bags per frequency)
  - 60 bags Year – Best Turf Supreme 16-6-8 (February, May, August, November – 15 bags per frequency)

The Contractor's materials costs in their proposal shall reflect these specified fertilizers. The Technical Representative reserves the right and authority to specify alternative fertilizer materials. No changes in fertilizer materials shall be utilized without written approval from the Technical Representative prior to the fertilizer application. The Contractor shall provide cost per bag with proposal submittal.

As deemed necessary by the Technical Representative to achieve required results, other materials including, but not limited to, iron chelate, soil sulfur, gypsum, surfactant enzymes

such as Sarvon or Naiad, etc., may be needed and shall be applied as necessary at the Contractor's expense.

Adequate irrigation shall immediately follow the application of fertilizers and/or amendments to force fertilizer material to rest directly on the soil surface. Drip irrigated areas shall be adequately hand watered using quick coupler valves and hoses to dissolve fertilizer.

Fertilization must occur in prescribed months, and shall be accomplished in a manner so as to achieve an even green. If fertilization results are patchy, remedial fertilizer must be applied immediately.

#### **5. Weed Control**

Weeds shall be removed from all shrub and groundcover beds, planters, tree wells, cracks in paved areas, including sidewalks, and areas covered with ornamental rocks, as shown in Service Frequencies Schedule.

This means complete removal of all weed growth. For the purpose of this specification, a weed will be considered "any undesirable or misplaced plant". Weeds shall be controlled by manual, mechanical, or chemical methods.

The Technical Representative may restrict the use of chemical weed control in certain areas.

Center Island maintenance shall include the removal of weed growing in all paved or unpaved surfaces of the Center Island.

#### **6. Disease and Pest Control**

The Contractor shall regularly inspect all landscaped areas for presence of disease, insect, or rodent infestation. The Contractor shall advise the Technical Representative within four (4) days if disease, insect, or rodent infestation is found; Contractor shall identify the disease, insect, or rodent and specify control measures to be taken. Upon approval of the Technical Representative, the Contractor shall implement the approved control measures, exercising extreme caution in the application of all sprays, dusts, or other materials utilized. Approved control measures shall be continued until the disease, insect or rodent is controlled to the satisfaction of the Technical Representative. The Contractor shall utilize all safeguards necessary during disease, insect, or rodent control operations to ensure safety of the public and the employees of the Contractor, in accordance with current standard practices accepted by the California Department of Food and Agriculture. If Contractor is unable to control the pest or disease, a pest control company will be hired, and the billing will be deducted from Contractor's monthly payment.

All individuals who supervise the mixing and application of herbicides, insecticides, and rodenticides shall possess valid Qualified Applicators Certificate for Category B issued to them by the California Department of Pesticide Regulation and submit to the Technical Representative within 30 days of expiration a copy of the valid certificate.

#### **7. Replacement of Plant Material**

The Contractor shall notify the Technical Representative within four (4) days of the loss of plant material due to any cause.

a. The Contractor shall supply, at its own expense, the labor, and all materials to replace any tree, shrub, groundcover, or other plant which is damaged or lost as a result of Contractor's faulty maintenance or negligence. The size and species of replacement plant materials shall be as directed by the Technical Representative.

b. To ensure maximum healthy growth and overall aesthetic appearance of planting in the work area, it may be desirable to replace certain plants. The necessity or desirability of such plant replacement shall be determined by the Technical Representative. If for any reason, such plant replacements are deemed necessary, the City will pay for labor at the Contractor's extraordinary labor rate in accordance with rates quoted for Extraordinary Labor. For plantings, plant material shall be reimbursed to the Contractor at the wholesale cost of the plants required plus 10 percent for the Contractor's cost of handling.

## 8. Groundcovers

Groundcovers are low growing plants that grow in colonies to form a solid mat over the surface of the ground. They spread by rhizomes, by stolons or by roots which form at the nodes of trailing branches that come in contact with the soil. The plants give a flat or two-dimensional effect to the landscape; such plants include, but are not limited to: carissa, acacia, osteospermum, lantana, trachelospermum, baccharis, and varieties of ice plant.

### a. Irrigation

All areas planted with groundcovers shall be adequately irrigated and fertilized to maintain the planting in a healthy condition. Frequent, light irrigations shall be avoided.

### b. Edging

Groundcover beds shall be maintained within their intended bounds and shall not be permitted to encroach into lawns, shrub beds, sidewalks, or adjacent areas, or to encroach in any manner deemed undesirable by the Technical Representative. Edging is to be completed as specified in the Service Frequencies and shall include all fixtures (e.g., fire hydrants, manhole covers, meter boxes, valve boxes, quick couplers, gate valves). All edging must have a clean cut with the cut perpendicular to the hard surface and not removed from it. Chemical edging is unacceptable.

### c. Pruning

All groundcover plantings shall be thinned and pruned as necessary to maintain them within their intended bounds, and at such other times as directed by the Technical Representative for the health of the planting and the appearance of the site.

### d. Replanting

Replanting will be required to maintain the continuity of the groundcover area, and replacements shall be as approved by the Technical Representative, according to Exhibit B, **Paragraph M, Subsection 7, Replacement of Plant Material.**

### e. Cultivation

The open soil between plants shall be cultivated where the planting permits.

## **9. Facility Maintenance**

### **a. Sidewalks and Paved Areas (Including Paved Center Islands)**

All sidewalks and other paved surfaces shall be maintained in a safe, non-hazardous, and useable condition at all times. The Contractor shall remove fecal matter, stones, glass, paper, leaves, twigs, all other debris from paved areas. Any damage or repairs required shall be reported within 24 hours to the Technical Representative. See Service Frequencies Schedule.

### **b. Repair of Damage or Malfunction**

Damage to or malfunction of any facility not specifically provided for shall be reported within 24 hours to the Technical Representative.

### **c. Storm Drain Inspection & Cleaning**

All storm drains at Contract Sites shall be periodically inspected and cleaned according to the Service Frequencies schedule of the work site on which the storm drain is located. Contract Site maps identifying storm drains will be provided by the Technical Representative. Contractor must follow Storm Drain best management practices (See Exhibit F, San Diego Municipal Code, Article 3, Divisions 3) in keeping all inlets/drains free of debris and sediment at the entrance or grate of drain. Contractor is not expected to lift the grate but must remove all debris that can be reached with a pick-up stick and remove any sediment build-up.

### **d. Signs**

All Signs at Contract Sites are to be periodically inspected and cleaned according to the Service Frequencies schedule. Signs are to be kept clean, legible, upright, litter free, graffiti free, and free from defects, damage, or vandalism. Any damage or repairs required shall be reported to the Technical Representative within 24 hours.

## **10. Inspection**

The Contractor shall provide comprehensive ongoing inspection of the Contract Sites. This inspection shall be performed by the Field Supervisor who shall provide the Technical Representative with a written punch list each week of items requiring remedial action or attention together with dates when the required work will be performed. Failure to provide such a punch list will indicate that no remedial action is required and that all work has been performed in accordance with the Contract Specifications.

The City shall provide continuing inspection of the work area to ensure that maintenance is adequate and that all work complies with these Specifications. Discrepancies and deficiencies will be noted on FIN and shall be corrected within the time frame specified. If the Contractor fails to take corrective action within the noted time frame on the FIN, the City may withhold payment and/or proceed with termination of the contract.

## **11. Site Inspection and Turnover**

a. Approximately (thirty) 30 days prior to the end of the Contract Term, the Technical Representative will inspect the Contract Sites with the current Contractor to ensure that sites are turned over at the end of the Contract Term in a condition that conforms to the Contract Specifications. If a new Contractor is to perform thereafter, the new Contractor shall be a part of the inspection party. Any deficiencies found in the specified maintenance level shall be noted and presented to the current Contractor in writing. The City shall be the sole judge as to what constitutes a deficiency. The current Contractor shall correct all deficiencies noted by the end of the Contract Term. If the current Contractor fails to correct the noted deficiencies and turns over the Contract Sites in an unacceptable condition, as determined by the Technical Representative, the City will correct the deficiencies that remain. All costs incurred by the City to correct deficiencies will be deducted from the current Contractor's final payment. The City shall be the sole judge as to what constitutes a reasonable cost for work authorized.

b. Approximately ten (10) days after commencing work, the Contractor shall tour Contract Sites with the Technical Representative. The Technical Representative may authorize a mutually agreed upon one-time payment to the Contractor for correcting any identified and agreed upon deficiencies. If payment and work are authorized, the Contractor shall bring the Contract Sites into compliance with these Contract Specifications and thereafter maintain them at that level.

## **12. Traffic Control Plans**

On those occasions when the requested work requires a street, sidewalk, alley, or bikeway to be blocked, wholly or partially, the Contractor is to comply with the traffic control plans as prescribed in Chapter 5 of the Caltrans Traffic Manual Traffic Control for Construction and Maintenance Work Zones. Information and the required written notices shall be obtained from the City of San Diego Traffic Engineering Division, Plan Check Counter, 1222 First Avenue, San Diego, CA 92101, phone (619) 446-5284. The required written notice must be filed prior to commencing work in the impacted area.

## **13. Turf Maintenance**

### **a. Mowing**

Turf shall be mowed in accordance with the Service Frequencies.

The Contractor shall mow all turf grass in the Contract Sites so that no more than 1/3 of the grass blade is removed during each mowing in returning the grass to the accepted height for the species of grass being mowed in inclement weather may preclude adherence to the frequency schedule; the Contractor may request that the Technical Representative alter mowing frequency because of rain or prolonged cold. A missed mowing cannot be "made up" by mowing twice in the subsequent week(s).

Mowing must be done in a neat pattern. Mowing patterns are to be alternated to avoid compaction of soil. Contractor shall immediately clean all sidewalks after mowing. Cuttings shall be removed from all hardscape and turf areas and not blown into the street or shrub beds. Contractor shall report wet soggy areas in turf due to over watering or leaks to the Field Supervisor immediately.

Mowing Equipment shall be maintained so as to provide a smooth, even cut without tearing. The blade adjustment shall provide a uniform, level cut without ridges or depressions. The

mower blades shall be kept sharp. Equipment shall not be allowed to create ruts or depressions in the turf.

b. Edging

All turf shall be edged in accordance with the Service Frequencies.

The Contractor shall edge all turf areas in the Contract Sites that are adjacent to improved surfaces. Where no improved surfaces exist, turf edges shall be maintained if the turf area abuts a shrub bed or property line or any other area where turf delineation is required by the Technical Representative. All edging must have a clean cut with the cut perpendicular to the hard surface and not removed from it. Contractor shall edge all fixtures (e.g., fire hydrants, manhole covers, meter boxes, valve boxes, quick couplers, gate valves). Chemical edging is unacceptable.

c. Renovation

Renovation shall be the operation approved by the Technical Representative that removes accumulated thatch from turf areas. A schedule of equipment to be utilized by the Contractor shall be submitted to the Technical Representative at least ten (10) days prior to beginning work. Refuse generated from renovation shall be removed from the work site no later than the day following renovation. Thatch and other debris left on the site overnight shall be completely contained in bags or burlap sheets so that it does not migrate to adjacent areas. A renovation work schedule shall also be submitted showing the site, date, and time the actual operation is to be performed, and the Contractor shall not begin the actual renovation until approval is given by the Technical Representative for the type of equipment and renovation work schedule. The Technical Representative may delete the renovation requirement from a particular site

d. Aeration

The Contractor shall aerate all turf areas in the Contract Sites by core removal to a depth of two (2) inches in accordance with the Service Frequencies. Under adverse conditions or where turf is suffering from compaction due to high use, aeration may be necessary at more frequent intervals. The frequency interval shall be as required to promote healthy, vigorous growth. Contractor shall inform Technical Representative if, for any of these reasons, Contractor deems aeration beyond the frequencies listed in the Service Frequencies as necessary. Aeration beyond the frequencies listed in the Service Frequencies shall be considered Extraordinary Work Labor and is subject to Exhibit B, **Paragraph X** of this Contract.

A schedule of aeration equipment to be used shall be submitted to the Technical Representative ten (10) days prior to beginning work.

In performing periodic operations as required herein, routine grounds maintenance services at the same work site such as, but not limited to, litter control, weed control, and irrigation shall continue without interruption.

#### **14. Mulch**

The Contractor shall mulch all planter beds as required in the Service Frequencies. Mulch shall be specified as 4" grind and/or compost sourced from the City's Environmental Services Department. Mulch shall be installed to a minimum 3" depth around trees and shrubs in planter beds. Compost will be used for over seeding turf as needed. Other areas requiring

mulch may be billed to the City as Extraordinary Labor projects with prior written approval from the Technical Representative and in accordance with all applicable provisions of this Contract, including Paragraph X, Extraordinary Labor.

#### **N. CONTRACT SITES**

The sites to be maintained under the terms of this Contract, collectively referred to as the "Contract Sites," include Medians, Rights-of-Way, Slopes, Streets, Brow Ditches, Gutters and Curbs, Storm Drain, Trails, and other specified areas within the Stonecrest Village Maintenance Assessment District, as specified in the subsequent pages (See Exhibit G, Site Plan).

The Contract Sites are as follows:

Sites to be maintained under the terms of this contract are listed below:

- Category II: Street Medians Landscaped with Trees, Shrubs, Groundcover, and Hardscape: Medians located on Daley Center Dr., Stonecrest Blvd., and West Canyon Ave.
- Category IV: Rights-Of-Way Landscaped with Turf, Trees and Hardscape: Rights-of-ways located on Daley Center, Dr., Stonecrest Blvd., West Canyon Ave., and West Canyon Terr.
- Category V: Rights-Of-Way Landscaped with Trees, Shrubs, and Groundcover: Rights-of-way located on Briar Ct., Daley Center Dr., Stonecrest Blvd., West Canyon Ave., Briar Ct., and West Canyon Terr.
- Category VI: Slopes and Areas Adjacent to Rights-Of-Way Landscaped with Trees, Shrubs, Groundcover, and Hardscape: Slopes and areas adjacent to ROW's located Daley Center Dr. Stonecrest Blvd., West Canyon Ave., West Canyon Terr., the riparian trail, and the slopes located on the eastern and southern portions of the project.
- Category XI: Gutters and Curbs: Curbs and gutters located along the medians and the ROW's throughout the project as indicated in categories above.
- Category XIII: Brow Ditches: Brow ditches located at the north end of West Canyon Ave., the south portion of the project, and the east portion of the project, south of Daley Center Dr.

#### **O. SERVICE FREQUENCIES**

**Category II: Street Medians Landscaped with Trees, Shrubs, Groundcover, and Hardscape.**

Supervisory Inspection	The non-working Supervisor shall inspect <u>all</u> areas under the contract a minimum of <u>once a week</u> and submit a written punch list of deficiencies. All major problems shall be reported to the Technical Representative within twenty-four (24) hours.
Irrigation Inspection	Once a week, all systems (including drip) are to be thoroughly inspected to ensure complete electronic operation and proper distribution of water. An irrigation checklist shall be completed as each system is inspected. The checklists will be provided and must be submitted weekly to the Technical Representative.
Maintenance & Repair of Irrigation Systems	As needed, to ensure proper operation of irrigation systems.
Litter Removal	Once (1) a week, Monday through Friday, to keep all areas litter free.
Weed Removal	Once every other week, to maintain areas in a weed free condition.
Pruning - Trees	Three (3) times a year, in March, July, and November, to maintain in optimum condition, provide clearance for irrigation, prevent encroachment into public thoroughfare/sidewalk or into other plant material, and to ensure clear visibility of all street signs and traffic signals. All sucker growth is to be removed as it appears. Prune to correct hazards and to remove all dead, diseased, or damaged limbs, as well as those limbs crossing or competing.

**Category II: Street Medians Landscaped with Trees, Shrubs Groundcover, and**

**Hardscape (cont.)**

Pruning – Shrubs and Groundcover	Once a month, to shape, train, and prevent encroachment into public thoroughfare/sidewalk or into other plant material. Prune to correct hazards and to remove all dead, diseased, or damaged limbs and to prevent blockage of irrigation system components and patterns. All shrubs are to be maintained at a height no greater than 24" above the curb. Shrubs must maintain their natural appearance. Growth regulators shall not be used.
Fertilization – Trees, Shrubs and Groundcover	Four (4) times a year, in February, May, August, and November to promote healthy plant growth.
Pest Control	Prompt remedial action as necessary to maintain plant material in optimum condition.
Fungicide or other Special Treatment	Prompt remedial action as necessary to maintain plant material in optimum condition.
Plant Replacement	As deemed necessary by Technical Representative to replace plant material damaged or killed due to Contractor's negligence.
Sweeping Stamped Concrete/Concrete Pavers	Once every other week. All paved areas shall be swept to remove sand, dirt, and debris. Blowers may be used, if operated in a responsible manner
Mulch Replacement	Two (2) times a year, in March and September, to spread and maintain to a depth of 3". City will provide forty (40) Cubic Yards of mulch.

**Category IV: Rights-of-Way Landscaped with Turf, Trees, and Hardscape**

Supervisory Inspection	The non-working Supervisor shall inspect all areas under the contract once a week and submit a written punch list of deficiencies. All major problems shall be reported to the Technical Representative within twenty-four (24) hours.
Irrigation Inspection	Once a week, to ensure complete electronic operation and proper distribution of water. Irrigation checklists shall be completed as each system is inspected. The checklists are required to be submitted once a week to the Technical Representative.
Maintenance & Repair of Irrigation Systems	As needed, to ensure proper operation of irrigation systems.
Litter Removal	Once a week, to keep all areas litter free.
Weed Removal	Once every other week, to maintain areas in a weed free condition.
Mowing	Once a week, on Thursday. The use of reel or rotary mowers is at the discretion of the Technical Representative. Raking or sweeping to remove mowing clippings must be done every mowing. Sidewalks will be swept in conjunction with edging. Blowers may be used, if operated in a reasonable manner.
Edging	Once a week, on Thursday, to edge curbs, sidewalks, and all fixtures (e.g. valve boxes, quick couplers, gate valves, walls, lights, etc.). All edging must be perpendicular to the hard surface and not removed from it. Turf edging will be done in conjunction with mowing. Chemical edging is unacceptable.

**Category IV: Rights-of-Way Landscaped with Turf, Trees, and Hardscape. (cont.)**

Pruning – Trees	Three (3) times a year, in March, July, and November, to maintain in optimum condition, provide clearance for irrigation, prevent encroachment into public thoroughfare/sidewalk or into other plant material, and to ensure clear visibility of all street signs and traffic signals. All sucker growth is to be removed as it appears. Prune to correct hazards and to remove all dead, diseased, or damaged limbs, as well as those limbs crossing or competing.
Fertilization – Complete	Four (4) times a year, in February, May, August, and November, to promote healthy plant growth.
Pest Control	Prompt remedial action as necessary to maintain plant material in optimum condition.
Fungicide or other Special Treatment	Prompt remedial action as necessary to maintain plant material in optimum condition.
Plant Replacement	As deemed necessary by Technical Representative to replace plant material damaged or killed due to Contractor's negligence.
Aerification	Two (2) times a year, in February and September, to ensure turf health. Aerification shall be completed in conjunction with fertilization.
Sweeping – Sidewalks	Once a week, on Mondays. All sidewalks shall be swept to remove sand, dirt, and debris. This is a separate maintenance task from the removal of debris from turf mowing/edging. Blowers may be used, if operated in a responsible manner.

**Category IV: Rights-of-Way Landscaped with Turf, Trees, and Hardscape. (cont.)**

Servicing of Pet Waste Stations	Three times a week. Servicing nine (9) stations in the M.A.D. right-of-way and trail areas. Servicing includes: refilling dispensers with the 'Fido House' brand baggies, and replacing receptacle trash bags with 'Fido House' brand receptacle bags. Under the direction of the Technical Representative, stock will be procured by contractor via Extraordinary Labor. Pet Waste Station dispensers are to be kept locked with keys provided by the Technical Representative.
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**Category V: Rights-of-Way Landscaped with Trees, Shrubs, and Groundcover.**

Supervisory Inspection	The non-working Supervisor shall inspect all areas under the contract once a week and submit a written punch list of deficiencies. All major problems shall be reported to the Technical Representative within twenty-four (24) hours.
Irrigation Inspection	Once a week, to ensure complete electronic operation and proper distribution of water. Irrigation checklists shall be completed as each system is inspected. The checklists are required to be submitted once a week to the Technical Representative.
Maintenance & Repair of Irrigation Systems	As needed, to ensure proper operation of irrigation systems.
Litter Removal	Once a week, to keep all areas litter free.
Weed Removal	Once every other week, to maintain areas in a weed free condition.

**Category V: Rights-of-Way Landscaped with Trees, Shrubs, and Groundcover (cont.)**

Pruning – Trees	Three (3) times a year, in March, July, and November, to maintain in optimum condition, provide clearance for irrigation, prevent encroachment into public thoroughfare/sidewalk or into other plant material, and to ensure clear visibility of all street signs and traffic signals. All sucker growth is to be removed as it appears. Prune to correct hazards and to remove all dead, diseased, or damaged limbs, as well as those limbs crossing or competing.
Pruning – Shrubs and Groundcover	Once a month, to shape, train, and prevent encroachment into public thoroughfare/sidewalk or into other plant material and to ensure clear visibility of all street signs and traffic signals. All sucker growth is to be removed as it appears. Prune to correct hazards and to remove all dead, diseased, or damaged limbs and to prevent blockage of irrigation system components and patterns. All shrubs are to be maintained at a height no greater than 24" above the curb.
Fertilization	Four (4) times a year, in February, May, August, and November to promote healthy plant growth.
Pest Control	Prompt remedial action as necessary to maintain plant material in optimum condition.
Fungicide or other Special Treatment	Prompt remedial action as necessary to maintain plant material in optimum condition.
Plant Replacement	As deemed necessary by Technical Representative to replace plant material damaged or killed due to Contractor's negligence.
Mulch Replacement	Two (2) times a year, in February and August, to spread and maintain to a depth of 3". City will provide forty (40) Cubic Yards of mulch.

**Category VI: Slope Areas Adjacent to Rights-of-Way Landscaped with Trees, Shrubs, Groundcover, and Hardscape.**

Supervisory Inspection	The non-working Supervisor shall inspect all areas under the contract once a week and submit a written punch list of deficiencies. All major problems shall be reported to the Technical Representative within twenty-four (24) hours.
Irrigation Inspection	Once a week, to ensure complete electronic operation and proper distribution of water. Irrigation checklists shall be completed as each system is inspected. The checklists are required to be submitted once a week to the Technical Representative.
Maintenance & Repair of Irrigation Systems	As needed, to ensure proper operation of irrigation systems.
Litter Removal	Once a week, to keep all areas litter free.
Weed Removal	Once every other week, to maintain areas in a weed free condition.
Pruning - Trees	Three (3) times a year, in March, July, and November, to maintain in optimum condition, provide clearance for irrigation, prevent encroachment into public thoroughfare/sidewalk or into other plant material, and to ensure clear visibility of all street signs and traffic signals. All sucker growth is to be removed as it appears. Prune to correct hazards and to remove all dead, diseased, or damaged limbs, as well as those limbs crossing or competing.

**Category VI: Slope Areas Adjacent to Rights-of-Way Landscaped with Trees, Shrubs, Groundcover, and Hardscape. (cont.)**

<p>Pruning – Shrubs and Groundcover</p>	<p>Once a month, to shape, train, and prevent encroachment into public thoroughfare/sidewalk or into other plant material and to ensure clear visibility of all street signs and traffic signals. All sucker growth is to be removed as it appears. Prune to correct hazards and to remove all dead, diseased, or damaged limbs and to prevent blockage of irrigation system components and patterns. All shrubs are to be maintained at a height no greater than 24" above the curb.</p>
<p>Fertilization</p>	<p>Four (4) times a year, in February, May, August, and November to promote healthy plant growth.</p>
<p>Pest Control</p>	<p>Prompt remedial action as necessary to maintain plant material in optimum condition.</p>
<p>Fungicide or other Special Treatment</p>	<p>Prompt remedial action as necessary to maintain plant material in optimum condition.</p>
<p>Plant Replacement</p>	<p>As deemed necessary by Technical Representative to replace plant material damaged or killed due to Contractor's negligence.</p>
<p>Sweeping Asphalt Path</p>	<p>Once a week. All paved areas shall be swept to remove sand, dirt, and debris. Blowers may be used, if operated in a responsible manner.</p>

**Category XI: Gutters and Curbs**

Supervisory Inspection	The non-working Supervisor shall inspect all areas under the contract once a month and submit a written punch list of deficiencies. All major problems shall be reported to the Technical Representative within twenty-four (24) hours
Litter Removal	Once a week, to keep all areas litter free.
Weed Removal	Once a month, to maintain areas in a weed free condition.
Sweeping – Gutters	Once every other week, to keep gutters free of dirt, sand, leaves, and other debris. Blowers may be used if operated in a responsible manner.

**Category XIII: Brow Ditches**

Supervisory Inspection	The non-working Supervisor shall inspect all areas under the contract once a month and submit a written punch list of deficiencies. All major problems shall be reported to the Technical Representative within twenty-four (24) hours
Litter Removal	Once a week, to keep all areas litter free.
Weed Removal	Once a month, to maintain areas in a weed free condition.
Sweeping – Brow Ditches	Once every other week, to keep gutters free of dirt, sand, leaves, and other debris. Blowers may be used if operated in a responsible manner.

#### **P. ESTIMATED HOURS**

City staff estimates over 10,608 annual hours are required to fulfill all routine task frequencies required by this contract. The annual hours listed in this **Paragraph P** is an estimate of the required to accomplish all tasks in a satisfactory manner. Contractor shall recognize that the estimated hours are based on historical data and observation by City staff.

#### **Q. MATERIALS**

Contractor must be able to verify all material costs and quantities listed in its proposal. Upon request, Contractor shall provide information for material(s) identifying and verifying various vendors, (company name, address, phone number and contact person), along with cost quotes for each individual material submitted for consideration.

City staff estimates over \$19,000 in annual material costs, (inclusive of approximately \$15,000 in fertilizer and amendments), will be required by the Contractor to fulfill all routine task frequencies under in contract, in accordance with market pricing at time of award of contract. City's estimate is based on current market pricing. It is recommended that the Contractor include all material costs including irrigation, weed control, litter control, fertilization, dumping, etc., on Exhibit I, Schedule of Task Pricing pages.

The Technical Representative shall evaluate all material costs associated with tasks specified under this Contract and may reject any proposal that under or overestimates the material costs associated with task requirements. It is recommended that Contractor consider all factors including project square footage, task frequencies, and specifications impacting material costs.

#### **R. FERTILIZATION**

Fertilizer shall be hand watered in using quick coupler valves and hoses on those areas with drip irrigation systems. The Technical Representative shall specify which complete and organic fertilizers shall be applied. Specific fertilizer type/brand and application rates are specified in proposal Specifications herein.

In accordance with Specifications including square footage specified, Contractors are required to provide the following materials. Fertilizer bag quantities listed are 50-pound bags/each:

- Qty. 60 bags – Best Turf Supreme 16-6-8
- Qty. 480 bags – Best Triple Pro 15-15-15

#### **S. PLANT MATERIAL MAINTENANCE**

All groundcovers: including those which are planted at the top of slopes adjacent to private limits/boundaries, and adjacent to other shrubs, groundcovers or turf shall be maintained to keep plant growth within reasonable bounds. They shall be maintained to prevent encroachment of passageways, walks, streets, or view signs or encroachment in any manner deemed objectionable by the Technical Representative. Contractor is required to mechanically or chemically control this groundcover to prevent encroachment onto private lots.

Contractor is required to prevent encroachment of plant materials from private lots or open space into areas maintained under this contract. Care shall be taken to ensure that plant

material(s) inside fences on private lots is not injured or damaged by Contractor's actions. Plant materials within the District shall be maintained to prevent encroachment onto private walls, fences, etc.

Shrub pruning along major streets shall be completed within ten calendar days of its inception. Shrub pruning must be performed so as to maintain their natural appearance. Any mechanical hedging must be approved by the Technical Representative.

Technical Representative shall provide direction for performing maintenance of any/all pruning throughout the [Stonecrest Village MAD] at any time at no additional cost to the City.

**T. PEST CONTROL**

Pest control is a maintenance function of this contract and shall be required (as needed). Pests that have been encountered and abated in this area previously include:

- a. Scale
- b. Snails throughout areas in the District.
- c. Gophers and ground squirrels throughout areas in the District. All gopher mounds shall be brought back to grade when the area has been treated. Excessive soil or rocks may require removal.
- d. Rats have been found nesting in plant material.
- e. Bees nesting in valve boxes.
- f. Ants nesting in valve boxes and irrigation controllers.
- g. Snakes.

**U. STAFFING REQUIREMENTS**

In addition to the requirements described in Paragraph F, subsection 4, Staffing this Contract requires the following:

- a. Staffing
  - 1. Ten (10) percent of an annual position (.10 x FTE) for the non-working Supervisor.
  - 2. Five (5) annual positions (5 x FTE) for crew employees which include a full-time working Field Supervisor and Irrigator.

b. Supervision

At least one working Field Supervisor and one working Irrigation Specialist shall be on duty eight hours per day, Monday through Friday. Work hours shall be between 6:00 a.m. to 6:00 p.m. with a half hour lunch break.

The Irrigation Specialist(s) must arrive on site no later than 7:00 a.m. and shall be employed by the successful Contractor at the time this Contract is awarded.

Additionally, Field Supervisors and Irrigation Specialists are subject to the following requirements:

- i. Field Supervisor(s)

Contractor shall have on the job site at all times, competent Supervisors (may be working Field Supervisors) capable of discussing all matters pertaining to this Contract with the Technical Representative. The working Field Supervisor must have all of the following: A minimum of three (3) years of experience overseeing all phases of landscape maintenance and personnel for a site of comparable square footage, scope of work and plant materials; verifiable experience (knowledge, skills and abilities) in the identification of and maintenance practices for ornamental trees, shrubs and groundcover, exotic weeds and plants as required for proper maintenance of all areas; and, ability to communicate effectively (orally and in writing) with the Technical Representative and with public citizens. It is desirable that the Field Supervisor have over three (3) years of qualifying experience and highly desirable for the field supervisor to have over five (5) years qualifying experience.

The onsite working Field Supervisor shall have a cell phone in their possession for communication with the Technical Representative. A minimum of one (1) qualified working Field Supervisor shall be on the job at all times work is being performed to provide the necessary supervision to ensure work is completed as specified by this Contract.

A resume of the assigned working Field Supervisor must be submitted with proposal. Failure to do so may result in considering your proposal submittal as non-responsive.

The working Field Supervisor(s) shall be interviewed by the Technical Representative and acceptance is subject to the Technical Representative's approval. Payroll records may be utilized to verify experience. The working Field Supervisor must be employed by the successful Contractor at the time this Contract is awarded. Any changes in working Field Supervisor personnel must be submitted in writing to the Technical Representative and is subject to approval based on compliance with Paragraph F and Paragraph U of this Contract.

ii. Irrigation Specialist(s)

Irrigation Specialist(s) must have all of the following: at least three (3) years of experience with all aspects of irrigation system installation and maintenance to assure that all components are maintained in operable condition at all times; verifiable (resume) experience and will be interviewed for acceptance by the Technical Representative; ability to communicate effectively (orally and in writing) with the Technical Representative and with public citizens; knowledge and experience in programming controllers and irrigating plant material in addition to knowledge and experience in troubleshooting and repairing all irrigation components utilized in the district; and, must have completed approved training and has all certifications to work with reclaimed/recycled water. It is desirable that the Irrigation Specialist have over three (3) years of qualifying experience and highly desirable that the Irrigation Specialist have over five (5) years of qualifying experience.

iii. Adequate Personnel

The Contractor must have knowledge and personnel with experience having performed on projects of similar size and plant pallets. The plant material(s) on this site require uncommon maintenance practices.

All of the landscape maintenance workers/laborers that make up the crew shall have at least one (1) year of fulltime paid experience in performing all aspects of landscape maintenance. It is desirable that all of the landscape maintenance workers/laborers have more than one (1) year of fulltime paid experience and highly desirable for all of the landscape maintenance workers/laborers to have more than four (4) years of fulltime paid experience.

Adequate personnel must be assigned full time to this Contract **Monday through Friday** excluding holidays, as well as including an on-site working Field Supervisor, Irrigation Specialist, and a crew to perform all other work.

The Monday through Friday full-time crew shall not be taken away from their routine Work Schedule to complete Extraordinary Labor assignments for miscellaneous projects. Exceptions include illegal dump pick-up, planting replacement plants (Contractor neglect) or specific litter situations beyond the routine litter or maintenance requirements of this contract. If Contractor has questions, Contractor shall contact the Technical Representative.

The Contractor shall maintain a minimum of **five (5)** full-time employees on site (excluding Non-Working Supervisor) during the normal working hours/days specified in this contract (Monday through Friday). The Technical Representative will evaluate each Contractor's time submitted with respect to each individual proposal task and overall time throughout each category. The Contractor shall ensure that these time elements meet the Technical Representative requirements for full-time labor.

A minimum of one Field Supervisor and one laborer must be able to communicate in English, orally and in writing. These staff members must be part of the Monday through Friday full-time staff.

Upon award of this Contract, Contractor shall submit, to the Technical Representative, a complete list to include the full names of employees assigned to the job site. Contractor shall replace any and all missing crew members with other fully competent employees for the same workday. There will be no exceptions, unless approved by the Technical Representative.

## **V. EQUIPMENT**

The following equipment is required, (provide a list as stated on the Contractor Standards Pledge of Compliance form, section L, "Statement of Available Equipment"):

Numerous Power and Manual Tools including, but not limited to: Edger's, Blowers, Weed Whips, Backpack Sprayers, Small Fertilizer Spreaders, Pruning Tools, and all other hand tools necessary to accomplish the maintenance requirements.

## W. BLOWERS

Unless specifically stated otherwise, blowers may be used at Contractor's discretion. The Contractor will be held responsible for any damages incurred to persons or property related to use of subject blowers.

It is always a better choice to sweep where people and cars are present, especially when performing duties on the medians. Contractor must remove all dirt and debris from the site and must not blow dirt or debris into streets or adjoining properties.

## X. EXTRAORDINARY LABOR

The use of Extraordinary Labor for miscellaneous projects is estimated at approximately 3,000 hours annually. Contractor will utilize Extraordinary Labor for additional miscellaneous projects (Extraordinary Work) in the Stonecrest Village MAD. Regular inspection and routine remedial action described in **Paragraph M** of this Exhibit B are not considered Extraordinary Labor, except as described below in this **Paragraph X**. The Contractor must have the staffing, expertise, and knowledge to perform projects in a timely manner with a quality end product. Some priority projects may need to be done immediately. All Extraordinary Labor must be approved in writing by the Technical Representative prior to conducting the Extraordinary Work.

Contractor may rent equipment necessary to complete the Extraordinary Work. If the Contractor has the equipment to perform the Extraordinary Work, Contractor may charge a rental fee at the current market rate for the equipment usage. If Extraordinary Work requires the purchase of goods, supplies, materials, or rental of equipment, the Contractor will be authorized to apply a 10 percent markup fee on those items. The 10 percent markup fee is not applicable to the Extraordinary Labor hourly rate. In addition, if the Contractor needs to use a Sub-Contractor for Extraordinary Work, the Contractor will be authorized to apply a ten percent markup fee for any and all Sub-Contractors services required. Only Sub-Contractors listed on the Contractor's Statement of Sub-Contractors, or Sub-Contractors formally added to the Contract and approved by Purchasing and Contracting Department may be used. Contractor or an approved Sub-Contractor will be compensated for additional debris removal resulting from Extraordinary Work, if approved by the Technical Representative.

Some examples of Extraordinary Work include, but are not limited to the following:

- Planting and replanting areas as needed.
- Installing and repairing irrigation systems as needed.
- A Registered Consulting Arborist (RCA) for various tree needs (e.g., vehicle accidents, etc.) for revenue cost recovery. RCA must be able to testify as an expert in a Court of Law. Contractor shall include RCA's current hourly rate on the Contractor's Statement of Sub-Contractors form.
- Bee nest removals (if not on Contractor's staff, he/she must be included in the Contractor's Statement of Sub-Contractors form.
- Locate and repair damaged irrigation services or electrical services for broken lines, cut wires to controllers and valves, etc.
- Clean-up of illegal dumps.

- Spread wood chips/mulch.
- Pour concrete pads, (if concrete Contractor is not on Contractor’s staff, he/she must be included in the Contractor’s Statement of Sub-Contractors form.
- Replace irrigation controllers and irrigation cabinets. ]

Extraordinary Labor shall be used for the following types of Extraordinary Work:

**1. Extraordinary Labor Hours for Plantings**

The following quantities and number of hours are to be utilized for Extraordinary Labor planting needs. Estimated quantities and hours listed are based on historical knowledge, practices and observation of operations at the Stonecrest Village MAD and will be utilized when planting needs arise. Contractor shall agree to perform any and all planting needs at the quantities and hours noted below during the term of this contract. Contract Term. Any/all changes must be approved in advance and in writing by the Technical Representative.

Planting hours shall include all time required for complete plant installation, including but not limited to, the following: excavation of plant hole, mixing and addition of soil/amendments/fertilizers, installation of tree stakes, staking and tying (as needed), open plant container, plant, construct plant berms, watering, clean up, etc.

Groundcover – Flat	4 flats/hr.
Shrub – 1 Gallon	10 plants/hr.
Shrub – 5 Gallon	4-5 plants/hr.
Shrub/Tree – 15 Gallon	2-3 plants/hr.
Tree/Shrub – 24" Box	4 hours/each
Tree /Shrub – 36" Box	12 hours/each
Tree/Shrub – 48" Box	24 Hours/each

**2. Extraordinary Labor Hours for Irrigation Systems**

Certain portions of the irrigation systems within the Contract Sites may be equipped with new Smart Controllers as existing systems require replacement, or as otherwise determined by the Technical Representative and subject to all applicable laws. Contractor may be required to provide a portable wireless device (smart phone or tablet) capable of accessing the internet and accessing the web based smart controller interfacing from off-site locations. In such case, irrigation system materials shall be provided by the City to Contractor. Compensation for labor shall be the estimated repair times specified below using the labor rate specified on the proposal form.

Except as described above in this **Paragraph X(2)**, compensation for irrigation systems materials shall be at the cost of the items involved plus 10 percent markup fee for the

Contractor's cost of handling. Compensation for Extraordinary Labor shall be for the estimated repair times specified below using the labor rate specified on the proposal form. All repairs must be pre-approved by the Technical Representative.

Repair or replacement includes, but is not limited to: sprinkler system laterals (piping), sprinkler mains (pressure lines), vacuum breakers, sprinkler control valves, sprinkler controllers, sprinkler heads, sprinkler caps, sprinkler head risers, valve covers, boxes and lids (including electrical pull boxes and lids), valve sleeves and lids, quick coupler valves, and hose bibs. Any replacement must conform to the type and kind of existing system. Any compensation for irrigation parts and/or labor not in conformance with the existing system. Any deviation must be approved in writing by the Technical Representative.

<u>Repairs to Sprinkler Irrigation Systems and Water Lines</u>	<u>Estimated Repair Time</u>
Broken lateral sprinkler line (surface)	0.5 hour
Broken lateral sprinkler line (subsurface)	1.0 hour
Damaged auto-sprinkler valve	1.5 hours
Damaged gate valve, manual control, or quick coupler valve	0.5 hour
Replace sprinkler head and/or riser (if digging required) and subsurface sprinkler Does not include screw on shrub heads	0.25 hour
Replace solenoid or bleed plug	0.25 hour

### 3. Extraordinary Labor for Graffiti

Graffiti shall be addressed by the Contractor within 48 hours of receiving notice of such graffiti or discovery, whichever occurs first. The Contractor shall notify the Technical Representative and receive approval prior to the purchase of materials. Repairs necessary to correct damage due to graffiti will be performed by the City or by Contractor as Extraordinary Labor, subject to Technical Representative approval.

Compensation for job-specific materials required to remove graffiti shall be at the cost of the job-specific items plus 10 percent markup fee for the Contractor's cost of handling. Compensation for graffiti removal shall be at the Extraordinary Labor Rate. All repairs must be pre-approved by the Technical Representative.

## Y. SUBCONTRACTORS

During the Contract Term, functions/tasks may arise which require the need for professional services associated with the maintenance of the Stonecrest Village MAD. These functions/tasks may require license(s), certification(s), permit(s), etc. The Contractor shall list any/all Sub-Contractors on the Contractor's Statement of Sub-Contractors form. Requests must be submitted in advance for changes or additions to the Sub-Contractor's list and must be approved and incorporated into the Contract by the Purchasing and Contracting Department. Copies may be required upon request. Sub-Contractors include but are not limited to the following:

- Pest Control Advisor
- A Registered Consulting Arborist (RCA) for various tree needs. RCA must be able to be utilized as an expert in a court of law.
- Concrete, masonry, and asphalt work required as needed.
- Certified Pest Control Operator for the removal/elimination of bee colonies/hives, vertebrates, and other pests.
- Any/all irrigation system repairs, including electrical.

## Z. SURETY BOND.

Prior to the execution of the contract, the Contractor shall be required to furnish the City of San Diego with a surety bond (see Exhibit H) executed by a surety company authorized to do business in the State of California, and approved by the City of San Diego, in a sum equal to one hundred percent (100%) of the Contract amount for the initial one (1) year term of the contract, conditional for the performance of the Contract. The surety bond shall be renewed annually in a sum equal to one hundred percent (100%) of the Contract amount at time of renewal, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City. The surety bond shall be submitted to Purchasing & Contracting within ten (10) days of request. Failure to provide the bond within the time frame specified by the City shall be cause for the bid to be rejected as non-responsive. The bond shall be maintained by the Contractor in full force and effect during the entire period of performance under Contract. Failure to do so shall be cause for termination of the Contract. Refer to Article VIII of the City's General Contract Terms and Provisions, revised January 16, 2020 for additional information (See Exhibit C).

## AA. SCHEDULE OF TASK PRICING AND PRICING PAGES

It is the intent of the City to award to a single contractor.

Contractor is required to input all contractor pricing using Exhibit I. Exhibit I is an Excel Spreadsheet with two (2) tabs; the "Proposer Input" tab is the detailed "Schedule of Task Pricing and Maintenance Pricing", and the "Auto Calc Summary Pricing" tab is the "Summary Pricing". Contractor shall input the "Labor Price per Hour", and "Materials Price" for each line listed under the tab titled, "Proposer Input". In addition, contractor shall input pricing for the "Total 1 Time Price" for the "Surety Bond, One (1) Year" under the tab titled "Proposer Input".

Contractors are required to input pricing for each line item on Exhibit I. Failure to input pricing for a line item (including, but not limited to, "Labor Price per Hour", "Materials Price", and "Surety bond, One (1) Year") may be cause for contractor's proposal to be deemed non-responsive. Contractor should input a zero, if no pricing; however, a blank will be interpreted as a zero. The Excel spreadsheet will calculate the "Estimated Contract Value" for the initial one (1) year term of the contract including the price for the one-time, "Surety Bond, One (1) Year".

All costs shall be fully burdened. "Labor Price per Hour" shall include all costs required to place and keep maintenance personnel on the job site, including but not limited to payroll, transportation, and insurance costs. "Materials Price" shall include, but not be limited to, the cost of materials plus any costs associated with transporting the materials to/from the job site. "Materials Price" must be stated as such and shall not be included in the "Labor Price per Hour". "Surety Bond, One (1) Year" price shall include the costs required to obtain a Surety bond for a period of one (1) year in accordance with Exhibit B, Section Z.

The information contained in the "Total one (1) Time Price" breakdowns, and "Surety Bond, One (1) Year" will be reviewed as part of the determination for a responsible bid. Contractor's may be required to justify their "Surety Bond, One (1) Year" price, and/or "Total 1 Time Price" based on the "Estimated Contract Value, One (1) Year Term, Total" bid and/or City's estimate of reasonable time to perform specific tasks and materials required. The City reserves the right to reject any submittal when, in its opinion, the Contractor cannot perform the contract in accordance with the specifications herein. The information in Exhibit I, "Schedule of Task Pricing and Maintenance Pricing", may be used to determine amounts withheld for non-performance when inspections by City staff indicate a specified task was not performed.

**EXHIBIT C**



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

## ARTICLE I SCOPE AND TERM OF CONTRACT

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

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

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

## ARTICLE II CONTRACT ADMINISTRATOR

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

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

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

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

### ARTICLE III COMPENSATION

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

**3.2 Invoices.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE VI INTELLECTUAL PROPERTY RIGHTS**

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

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

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

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

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

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

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

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

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

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

## **ARTICLE VII INDEMNIFICATION AND INSURANCE**

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

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

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

Contractor shall provide, at a minimum, the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE VIII BONDS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**9.1.10 Business Tax Certificate.** Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

**9.1.11 Equal Pay Ordinance.** Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the EPO.

**9.1.11.1 Contractor and Subcontract Requirement.** The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Any Contractor subject to the Equal Pay Ordinance shall require all of its subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

## **ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW**

**10.1 Conflict of Interest Laws.** Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

**10.2 Contractor's Responsibility for Employees and Agents.** Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

**10.3 Contractor's Financial or Organizational Interests.** In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

**10.4 Certification of Non-Collusion.** Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or

solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

**10.5 Hiring City Employees.** This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

## **ARTICLE XI DISPUTE RESOLUTION**

**11.1 Mediation.** If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

**11.2 Selection of Mediator.** A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

**11.3 Expenses.** The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

**11.4 Conduct of Mediation Sessions.** Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

**11.5 Mediation Results.** Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

## **ARTICLE XII MANDATORY ASSISTANCE**

**12.1 Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations,

attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

**12.2 Compensation for Mandatory Assistance.** City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

**12.3 Attorneys' Fees Related to Mandatory Assistance.** In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

### **ARTICLE XIII MISCELLANEOUS**

**13.1 Headings.** All headings are for convenience only and shall not affect the interpretation of this Contract.

**13.2 Non-Assignment.** Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

**13.3 Independent Contractors.** Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

**13.4 Subcontractors.** All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

**13.5 Covenants and Conditions.** All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

**13.6 Compliance with Controlling Law.** Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract

termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

**13.7 Governing Law.** The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

**13.8 Venue.** The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

**13.9 Successors in Interest.** This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

**13.10 No Waiver.** No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

**13.11 Severability.** The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

**13.12 Drafting Ambiguities.** The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

**13.13 Amendments.** Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

**13.14 Conflicts Between Terms.** If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

**13.15 Survival of Obligations.** All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

**13.16 Confidentiality of Services.** All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

**13.17 Insolvency.** If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

**13.18 No Third Party Beneficiaries.** Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

**13.19 Actions of City in its Governmental Capacity.** Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

## EXHIBIT D

### WAGE REQUIREMENTS: SERVICE AND MAINTENANCE CONTRACTS EXECUTED ON OR AFTER JANUARY 1, 2015

By signing this Contract, Bidder certifies that he or she is aware of the wage provisions described herein and shall comply with such provisions before commencing services.

**A. PREVAILING WAGES.** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, Bidder and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below. This requirement is in addition to the requirement to pay Living Wage pursuant to San Diego Municipal Code Chapter 2, Article 2, Division 42. Bidder must determine which per diem rate is highest for each classification of work (i.e. Prevailing Wage Rate or Living Wage Rate), and pay the highest of the two rates to their employees. Living Wage applies to workers who are not subject to Prevailing Wage Rates.

**1. Compliance with Prevailing Wage Requirements.** Pursuant to sections 1720 through 1861 of the California Labor Code, Bidder and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

**1.1.** Copies of such prevailing rate of per diem wages are on file at the City of San Diego's Equal Opportunity Contracting Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Bidder and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

**1.2.** The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date

of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

**2. Penalties for Violations.** Bidder and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.

**3. Payroll Records.** Bidder and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Bidder shall require its subcontractors to also comply with section 1776. Bidder and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Bidder is responsible for ensuring its subcontractors submit certified payroll records to the City. Bidder and its subcontractors shall also furnish the records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required in Labor Code section 1771.4.

**4. Apprentices.** Bidder and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Bidder shall be held responsible for their compliance as well as the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.

**5. Working Hours.** Bidder and its subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

**6. Required Provisions for Subcontracts.** Bidder shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

**7. Labor Code Section 1861 Certification.** Bidder in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Bidder certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

**8. Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when

payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

**9. Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. A Bidder or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or enter into any contract for public work, as defined in this chapter of the Labor Code unless currently registered and qualified to perform the work pursuant to Section 1725.5. In accordance with Labor Code section 1771.1(a), “[i]t is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

**9.1.** A Bidder's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in a response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered contractor pursuant to Public Contract Code section 4107.

**9.2.** A Contract entered into with any Bidder or subcontractor in violation of Labor Code section 1771.1(a) shall be subject to cancellation, provided that a Contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, Bidder, or any subcontractor to comply with the requirements of section 1725.5 of this section.

**9.3.** By submitting a bid or proposal to the City, Bidder is certifying that he or she has verified that all subcontractors used on this public works project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Bidder shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.

**10. Stop Order.** For Bidder or its subcontractor(s) engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered Bidder or unregistered subcontractor(s) on ALL public works until the unregistered Bidder or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.

**11. List of all Subcontractors.** The City may ask Bidder for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers,

utilized on this contract at any time during performance of this contract, and Bidder shall provide the list within ten (10) working days of the City's request. Additionally, Bidder shall provide the City with a complete list of all subcontractors utilized on this contract (regardless of tier), within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Bidder until at least 30 days after this information is provided to the City.

**12. Exemptions for Small Projects.** There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Bidder shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

**12.1. Registration.** The Bidder will not be required to register with the DIR for small projects. (Labor Code section 1771.1).

**12.2. Certified Payroll Records.** The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Bidder will need to keep those records for at least three years following the completion of the contract. (Labor Code section 1771.4).

**12.3. List of all Subcontractors.** The Bidder shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 11 above. (Labor Code section 1773.3).

**B. Living Wages.** This Contract is subject to the City's Living Wage Ordinance (LWO), codified in San Diego Municipal Code Chapter 2, Article 2, Division 42. Bidder agrees to require all of its subcontractors, sublessees, and concessionaires subject to the LWO to comply with the LWO and all applicable regulations and rules.

**1. Payment of Living Wages.** Pursuant to San Diego Municipal Code section 22.4220(a), Bidder and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the required minimum hourly wage rates and health benefits rate unless an exemption applies.

**1.1** Copies of such living wage rates are available on the City website at <https://www.sandiego.gov/purchasing/programs/livingwage/>. Bidder and its subcontractors shall post a notice informing workers of their rights at each job site or a site frequently accessed by covered employees in a prominent and accessible place in accordance with San Diego Municipal Code section 22.4225(e).

**1.2** LWO wage and health benefit rates are adjusted annually in accordance with San Diego Municipal Code section 22.4220(b) to reflect the Consumer Price Index. Service contracts, financial assistance agreements, and City facilities agreements must include this upward adjustment of wage rates to covered employees on July 1 of each year.

**2. Compensated Leave.** Pursuant to San Diego Municipal Code section 22.4220(c), Bidder and its subcontractors shall provide a minimum of eighty (80)

hours per year of compensated leave. Part-time employees must accrue compensated leave at a rate proportional to full-time employees.

**3. Uncompensated Leave.** Bidder and its subcontractors must also permit workers to take a minimum of eighty (80) hours of uncompensated leave per year to be used for the illness of the worker or a member of his or her immediate family when the worker has exhausted all accrued compensated leave.

**4. Enforcement and Remedies.** City will take any one or more of the actions listed in San Diego Municipal Code section 22.4230 should Bidder or its subcontractors are found to be in violation of any of the provisions of the LWO.

**5. Payroll Records.** Bidder and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Bidder is responsible for ensuring its subcontractors submit certified payroll records to the City.

**5.1** For contracts subject to both living wage and prevailing wage requirements, only one submittal will be required. Submittals by a Bidder and all subcontractors must comply with both ordinance requirements.

**6. Certification of Compliance.** San Diego Municipal Code section 22.4225 requires each Bidder to fill out and file a living wage certification with the Living Wage Program Manager within thirty (30) days of Award of the Contract.

**7. Annual Compliance Report.** Bidder and its subcontractors must file an annual report documenting compliance with the LWO pursuant to San Diego Municipal Code section 22.4225(d). Records documenting compliance must be maintained for a minimum of three (3) years after the City's final payment on the service contract or agreement.

**8. Exemption from Living Wage Ordinance.** Pursuant to San Diego Municipal Code section 22.4215, this Contract may be exempt from the LWO. For a determination on this exemption, Bidder must complete the Living Wage Ordinance Application for Exemption.

**C. Highest Wage Rate Applies.** Bidder is required to pay the highest applicable wage rate where more than one wage rate applies.

## Article 7: Water System

### Division 38: Emergency Water Regulations

*(“Emergency Water Regulations” added 10-19-1998 by O-18596 N.S.)*

#### §67.3801 Declaration of Necessity and Intent

- (a) This Division establishes water management requirements necessary to conserve water, enable effective water supply planning, assure reasonable and beneficial use of water, prevent waste of water, prevent unreasonable use of water, prevent unreasonable method of use of water within the City of San Diego Water Department service area in order to assure adequate supplies of water to meet the needs of the public, and further the public health, safety, and welfare, recognizing that water is a scarce natural resource that requires careful management not only in times of drought, but at all times.
- (b) In addition to the general provisions of Section 67.3803, this Division establishes regulations to be implemented during times of declared water shortages, or declared water shortage emergencies. It establishes four levels of drought response actions to be implemented in times of shortage, with increasing restrictions on water use in response to worsening drought conditions and decreasing available water supplies.
- (c) Drought Response Level 1 measures are voluntary and will be reinforced through local and regional public education and awareness measures. Drought Response condition Levels 2 or higher become increasingly restrictive in order to attain escalating conservation goals.
- (d) During a Drought Response Level 2 condition or higher, the water conservation measures and water use restrictions established by this Division are mandatory and violations are subject to criminal, civil, and administrative penalties and remedies as provided in Chapter 1 of this Code.

*(Renumbered from Sec. 67.38 and retitled to “Declaration of Emergency” on 10-19-1998 by O-18596 N.S.)*

*(Former Section 67.3801 repealed and added “Declaration of Necessity and Intent” 12-15-08 by O-19812 N.S; effective 1-14-2009.)*

**§67.3802 Definitions**

The following words and phrases whenever used in this Division will have the meaning defined in this section:

*Cascading Fountain* means a water feature with a flow which does not eject water up into the air.

*Customer* means any person, corporation, public or private entity, public or private association, public or private agency, government agency or institution, school district, college, university, or any other user of water provided by the City of San Diego.

*Days* are defined as calendar days, unless otherwise indicated.

*Disaster* means a catastrophic, naturally occurring or man-made event, including earthquake, flood, fire, riot, or storm, for which a state of emergency has been declared by the President of the United States, the Governor of California, or the executive officer or legislative body of the City or County of San Diego.

*Drought* means any shortage in water supply based upon expected demands that are caused by hydrological, environmental, legislative, judicial actions, or by infrastructure failure.

*Grower* means a *customer* engaged in the growing or raising, in conformity with recognized practices of husbandry, for the purpose of commerce, trade, or industry, or for use by public educational or correctional institutions, of agricultural, horticultural or floricultural products, and produced: (1) for human consumption or for the market, or (2) for the feeding of fowl or livestock produced for human consumption or for the market, or (3) for the feeding of fowl or livestock for the purpose of obtaining their products for human consumption or for the market. Grower does not refer to customers who purchase water subject to the Metropolitan Interim Agricultural Water Program or the San Diego County Water Authority Special Agricultural Rate Programs.

*Industrial Use* means any of the following Subcategories of the Industrial Use Category in San Diego Municipal Code section 131.0112(a)(10): (A) Heavy Manufacturing; (B) Light Manufacturing; or (D) Research and Development.

*Measurable Rainfall* means a period during and within 48 hours after rainfall of 1/8 of an inch or more recorded at the nearest reporting weather station for the *customer*.

*Metropolitan* means the Metropolitan Water District of Southern California.

*Ornamental Fountain* means a water feature with an external forced flow or stream of water against gravity that is not used for recreational purposes or to support aquatic life.

*Potted Plant* means any plant or group of plants contained in a pot or other receptacle that can be moved, including plants on boards, bark, driftwood or airplants (epiphytes).

*Recreational Fountain* means any recreational structure, other than swimming pools or spa pools, which is open to the general public or which may be open to the general public, and uses re-circulated water in which people come into contact. This includes, but is not limited to, zero depth water features, interactive fountains, water slides, waterfalls, or combinations of such water features. Water features not intended for human contact, such as *ornamental fountains*, are not included.

*Water Authority* means the San Diego County Water Authority.

*Water Conservation* means the efficient management of water resources for beneficial uses, preventing waste, or accomplishing additional benefits with the same amount of water.

*(Renumbered from Sec. 67.38.1 and retitled to “Comprehensive Water Conservation Plan” on 10-19-1998 by O-18596 N.S.)*

*(Former Section 67.3802 repealed and added “Definitions” 12-15-08 by O-19812 N.S.; effective 1-14-2009.)*

*(Amended 10-28-2009 by O-19904 N.S.; effective 11-27-2009.)*

*(Amended 6-29-2015 by O-20517 N.S.; effective 6-29-2015.)*

*(Amended 8-4-2016 by O-20699 N.S.; effective 9-3-2016.)*

*(Amended 11-20-2019 by O-21156 N.S.; effective 12-20-2019.)*

### **§67.3803 Water Waste Prohibitions**

To prevent the waste and unreasonable use of water and to promote water conservation, each of the following actions is prohibited, except where necessary to address an immediate health and safety need or to comply with a term or condition in a permit issued by a state or federal agency:

- (a) The application of potable water to outdoor landscapes in a manner that causes runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures.

- (b) *Customers* shall repair or stop all water leaks upon discovery or within seventy-two hours of notification by the City of San Diego.
- (c) A *customer* shall not wash down sidewalks, driveways, parking areas, tennis courts or other paved areas without using a power washer or a hose with a shutoff nozzle. Washing any paved areas is only allowed to alleviate immediate safety or sanitation hazards. Wash water shall be collected and prevented from leaving the property and entering the municipal separate storm sewer system pursuant to Chapter 4, Article 3, Division 3 of this Code.
- (d) A *customer* shall not overflow swimming pools and spas.
- (e) A *customer* shall not use non-recirculating *ornamental fountains* or *cascading fountains*.
- (f) Using a hose that dispenses potable water to wash a motor vehicle, except where the hose is fitted with a shut-off nozzle or device attached to it that causes it to cease dispensing water immediately when not in use.
- (g) Single pass-through cooling systems as part of water service connections shall be prohibited after the effective date of this section. Non-recirculating systems in all conveyer car wash and commercial laundry systems shall be prohibited after the effective date of this section.
- (h) Serving drinking water other than upon request in eating or drinking establishments, including but not limited to restaurants, hotels, cafes, cafeterias, bars, or other public places where food or drink are served or purchased.
- (i) Operating a hotel or motel without providing guests the option of choosing not to have towels and linens laundered daily, or operating a hotel or motel without prominently displaying notice of this option in each guestroom using clear and easily understood language.
- (j) A *customer* may only irrigate *potted plants*, non-commercial vegetable gardens and fruit trees, residential and commercial landscapes, including golf courses, parks, school grounds and recreation fields, before 10:00 a.m. and after 6:00 p.m. A *customer* may irrigate at any time the following:
  - (1) as required by a landscape permit;
  - (2) for erosion control;
  - (3) for establishment, repair, or renovation of public use fields for schools and parks;

- (4) for landscape establishment following a *disaster*. Such irrigation is permitted for a period of up to two months, after which a hardship variance is required in accordance with Section 67.3810;
- (5) for renovation or repair of an irrigation system with an operator present; or
- (6) for nursery and commercial *growers* using a hand-held hose equipped with a positive shut-off nozzle, a hand held container, or when a drip or micro-irrigation system or equipment is used. Irrigation of nursery propagation beds is permitted at any time.
- (k) The irrigation with potable water of ornamental turf on public street medians.
- (l) The irrigation with potable water of landscapes outside of newly constructed homes and buildings in a manner inconsistent with regulations or other requirements established by the California Building Standards Commission and the Department of Housing and Community Development.
- (m) The application of potable water to outdoor landscapes during and within 48 hours after measurable rainfall.

*(Renumbered from Sec. 67.38.2 and amended 10-19-1998 by O-18596 N.S.)  
 (Former Section 67.3803 repealed and added "Water Waste Prohibitions" 12-15-08 by O-19812 N.S.; effective 1-14-2009.)  
 (Amended 12-7-2010 by O-20008 N.S.; effective 1-6-2011.)  
 (Amended 10-3-2011 by O-20093 N.S.; effective 11-2-2011.)  
 (Amended 6-29-2015 by O-20517 N.S.; effective 6-29-2015.)  
 (Amended 8-4-2016 by O-20699 N.S.; effective 9-3-2016.)*

**§67.3804 Application**

- (a) This Division applies to any *customer* in the use of any water provided by the City of San Diego.
- (b) This Division is intended solely to further the conservation of water. It is not intended to implement or replace any provision of federal, state, or local statutes, ordinances, or regulations relating to protection of water quality or control of drainage or runoff.

- (b) Nothing in this Division is intended to affect or limit the ability of the City Manager to declare and respond to an unforeseeable *disaster* or water emergency such as an earthquake, *drought*, aqueduct break, or other major disruption in the water supply, pursuant to the City Charter or other provisions of this Code.
- (d) This Division does not apply to use of water from private wells or to reclaimed water, or the use of grey water systems.
- (e) This Division does not apply to use of water that is subject to a special supply program, such as the *Metropolitan Interim Agricultural Water Program* or the *Water Authority Special Agricultural Rate Programs*. Violations of the conditions of special supply programs are subject to the penalties established under the applicable program. A *customer* using both water subject to a special supply program and other water provided by the City of San Diego is subject to this Division in the use of water provided by the City of San Diego.
- (f) The use of potable water by any *customer* for *industrial use*, including the evaporative cooling of *industrial use* facilities, is exempt from the provisions of Municipal Code section 67.3806(c) if all of the following conditions are met to the satisfaction of the City Manager:
  - (1) The *customer* has satisfactorily implemented the Best Management Practices identified by the City Manager; and
  - (2) The *customer* is in compliance with the California Plumbing Code, title 24, part 5 of the California Code of Regulations, including using all applicable water-conserving fixtures and fittings on the premises to the fullest extent possible.
- (g) If a *customer's* premises is located in an area where City reclaimed water is available for *customer* use by direct connection to the City's reclaimed water infrastructure, the use of potable water by that *customer* for *industrial use*, including the evaporative cooling of *industrial use* facilities, is exempt from the provisions of Municipal Code section 67.3806(c), if all of the following conditions are met to the satisfaction of the City Manager:
  - (1) the *customer* uses reclaimed water on its premises to the fullest extent possible, including in landscape irrigation and evaporative cooling, if applicable; and
  - (2) The *customer* is in compliance with the California Plumbing Code, title 24, part 5 of the California Code of Regulations, including using all applicable water-conserving fixtures and fittings on the premises to the fullest extent possible.

- (h) This Division does not apply to areas serviced by the Park and Recreation Department, including public rights-of-way, and street trees, or areas with significant public benefit requiring enhanced irrigation schedules, such as public parks. Irrigation of the areas serviced by the Park and Recreation Department shall be operated and maintained according to a schedule determined by the City Manager, consistent with section 67.3801.

*(Renumbered from Sec. 67.38.3, retitled to “Authority to Implement Water Conservation Stages” and amended 10-19-1998 by O-18596 N.S.)  
(Former Section 67.3804 repealed and added “Application” 12-15-08 by O-19812 N.S; effective 1-14-2009.)  
(Amended 6-29-2015 by O-20517 N.S.; effective 6-29-2015.)  
(Amended 11-20-2019 by O-21156 N.S.; effective 12-20-2019.)*

**§67.3805 Drought Response Level 1 – Drought Watch Condition**

- (a) A Drought Response Level 1 condition is also referred to as a “Drought Watch” condition. The City Manager may recommend, and upon resolution of the City Council, declare a Drought Response Level 1 when there is a reasonable probability, due to *drought*, that there will be a supply shortage and that a consumer demand reduction of up to 10 percent is required in order to ensure that sufficient supplies will be available to meet anticipated demands. Upon such declaration, the City Manager shall take action to implement the voluntary Level 1 conservation practices identified in this Division.
- (b) During a Level 1 Drought Watch condition, City of San Diego will increase its public education and outreach efforts to increase public awareness of the need to implement the following *water conservation* practices.
  - (1) Limit all landscape irrigation to no more than three assigned *days* per week on a schedule established and posted by the City Manager. This provision does not apply to commercial *growers* or nurseries, nor to the irrigation of golf course greens and tees.
  - (2) Use a hand-held hose equipped with a positive shut-off nozzle or hand held container or a garden hose sprinkler system on a timer to water landscaped areas, including trees and shrubs located on residential and commercial properties that are not irrigated by a landscape irrigation system.

- (3) The washing of automobiles, trucks, trailers, airplanes and other types of mobile equipment is permitted only before 10:00 a.m. or after 6:00 p.m. with a hand-held container or a hand-held hose equipped with a positive shut-off nozzle for quick rinses. Boats and boat engines are permitted to be washed down after use. Washing is permitted at any time on the immediate premises of a commercial car wash. The use of water by all types of commercial car washes which do not use partially recirculated water will be reduced in volume by an amount determined by resolution of the City Council. Mobile equipment washings are exempt from these regulations where the health, safety and welfare of the public are contingent upon frequent vehicle cleanings, such as garbage trucks and vehicles to transport food products, livestock and perishables.
- (4) Use recycled or non-potable water for construction purposes when available.
- (5) Use of water from fire hydrants will be limited to fire fighting, meter installation by the Water Department as part of its Fire Hydrant Meter Program, and related activities or other activities necessary to maintain the health, safety and welfare of the citizens of San Diego.
- (6) Construction operations receiving water from a fire hydrant meter or water truck will not use water beyond normal construction activities, consistent with Section 67.3803 and that required by regulatory agencies. Construction projects requiring watering for new landscaping materials shall adhere to the designated irrigation hours of only before 10:00 a.m. and after 6:00 p.m.

*(Renumbered from Sec. 67.38.4 and amended 10-19-1998 by O-18596 N.S.)  
(Former Section 67.3805 repealed and added "Drought Response Level 1 –  
Drought Watch Condition" 12-15-08 by O-19812 N.S.; effective 1-14-2009.)  
(Amended 10-28-2009 by O-19904 N.S.; effective 11-27-2009.)  
(Amended 12-7-2010 by O-20008 N.S.; effective 1-6-2011.)  
(Amended 10-3-2011 by O-20093 N.S.; effective 11-2-2011.)  
(Amended 6-29-2015 by O-20517 N.S.; effective 6-29-2015.)  
(Amended 8-4-2016 by O-20699 N.S.; effective 9-3-2016.)*

**§67.3806 Drought Response Level 2 – Drought Alert Condition**

- (a) A Drought Response Level 2 condition is also referred to as a “Drought Alert” condition. The City Manager may recommend and, upon resolution of the City Council, declare a Drought Response Level 2 when, due to *drought*, a consumer demand reduction of up to 20 percent is required in order to ensure that sufficient supplies will be available to meet anticipated demands. Upon declaration of Drought Response Level 2, the City Manager shall take action to implement the mandatory Level 2 conservation practices identified in this Division.
  
- (b) All City of San Diego water *customers* shall comply with all Level 1 Drought Watch *water conservation* practices during a Level 2 Drought Alert, and shall also comply with the following conservation measures:
  - (1) Limit all landscape irrigation using sprinklers to no more than five minutes per watering station during the two assigned *days* per week on a schedule established and posted by the City Manager. This provision does not apply to landscape irrigation systems using water efficient devices, including drip/micro-irrigation systems and stream rotor sprinklers.
  
  - (2) Landscaped areas, including trees and shrubs not irrigated by a landscape irrigation system governed by Section 67.3806(b)(1) shall be watered no more than two assigned *days* per week by using a hand held container, hand-held hose with positive shut-off nozzle, or low volume non-spray irrigation (soaker hose.)
  
  - (3) Stop operating *ornamental fountains* except to the extent needed for maintenance.
  
  - (4) *Potted plants*, non-commercial vegetable gardens and fruit trees may be irrigated on any *day*, but must be irrigated only before 10:00 a.m. or after 6:00 p.m.
  
  - (5) Irrigation is permitted any *day* at any time, as follows:
    - (A) as required by a landscape permit;
  
    - (B) for erosion control;
  
    - (C) for establishment, repair or renovation of public use fields for schools and parks; or

- (D) for landscape establishment following a *disaster*. Such irrigation is permitted for a period of up to two months, which a hardship variance is required in accordance with Section 67.3810.
- (c) The City Manager may recommend and, upon resolution of the City Council, implement a water allocation per *customer* account served by the City of San Diego, and a schedule of surcharges or penalties for exceeding the water allocation. If the City Council adopts or modifies water allocations, the City Manager will post notice of the water allocation prior to the effective date(s). Following the effective date(s) of the water allocation as established by the City Council, any *customer* that uses water in excess of the allocation will be subject to a surcharge or penalty for each billing unit of water in excess of the allocation. The surcharge or penalty for excess water usage will be in addition to any other remedy or penalty that may be imposed for violation of this Division. The *water conservation* measures required under Level 1 Drought Watch and Level 2 Drought Alert conditions, may be suspended by resolution of the City Council during the period a water allocation is in effect.

*(Renumbered from Sec. 67.38.5 and amended 10-19-1998 by O-18596 N.S.)  
(Former Section 67.3806 repealed and added "Drought Response Level 2 – Drought Alert Condition" 12-15-08 by O-19812 N.S.; effective 1-14-2009.)  
(Amended 10-28-2009 by O-19904 N.S.; effective 11-27-2009.)  
(Amended 12-7-2010 by O-20008 N.S.; effective 1-6-2011.)  
(Amended 10-3-2011 by O-20093 N.S.; effective 11-2-2011.)  
(Amended 6-29-2015 by O-20517 N.S.; effective 6-29-2015.)*

**§67.3807 Drought Response Level 3 – Drought Critical Condition**

- (a) A Drought Response Level 3 condition is also referred to as a “Drought Critical” condition. The City Manager may recommend and, upon resolution of the City Council, declare a Drought Response Level 3 when, due to *drought*, there will be a supply shortage and that a consumer demand reduction of up to 40 percent is required in order to ensure that sufficient supplies will be available to meet anticipated demands. Upon declaration of Drought Response Level 3, the City Manager shall take action to implement the mandatory Level 3 conservation practices identified in this Division.
- (b) All City of San Diego water *customers* shall comply with all Level 1 Drought Watch and Level 2 Drought Alert *water conservation* practices during a Level 3 Drought Critical condition and shall also comply with the following additional mandatory conservation measures:

- (1) Limit all landscape irrigation to no more than five minutes per watering station during the two assigned *days* per week on a schedule established and posted by the City Manager. This provision will not apply to commercial *growers* or nurseries, nor to the irrigation of golf course greens. *Customers* with irrigation systems that use non-standard spray heads, such as impact rotors, rotating nozzles or micro-spray heads shall limit irrigation to no more than 18 minutes per *day* total on assigned watering *days*.
  - (2) Stop filling or re-filling ornamental lakes or ponds, except to the extent needed to sustain plants or animals that have been actively managed within the water feature prior to declaration of a *drought* response level under this Division.
  - (3) Stop washing vehicles except at commercial carwashes that recirculate water, or by high pressure/low volume wash systems.
  - (4) Stop operating *cascading fountains* and *recreational fountains* except to the extent needed for maintenance.
- (c) Upon the declaration of a Drought Response Level 3 condition requiring a 30 percent or greater demand reduction, new potable water services, temporary or permanent water meters, and statements of immediate ability to serve or provide potable water service (such as, will serve letters, certificates, or letters of availability) will be allowed only under the circumstances listed below. This provision does not preclude the resetting or turn-on of meters to provide continuation of water service or to restore service that has been interrupted.
- (1) A valid building permit has been issued for the project; or
  - (2) The project is necessary to protect the public's health, safety, and welfare; or
  - (3) The number of new fire hydrant meters will not exceed the existing number of currently authorized fire hydrant meters. A new fire hydrant meter will be issued only when an old meter is returned; or

- (4) The applicant provides substantial evidence satisfactory to the City Manager of an enforceable commitment that the new water demands for the project will be offset prior to the provision of new water meter(s). Such offset shall be in the form of additional *water conservation* measures, the provision of recycled water use in place of existing potable water demands, or other such offsets developed and approved by the City Manager. These offsets shall be reflected in a reduced capacity fee from the project's initially calculated demand (for example, an offset of 75 equivalent dwelling units ("edu") is provided so that the project's 200 edu demand is reduced to 125 edus and fees are paid on 125 edus but the service and meter will be sized at 200 edus).

Development projects with approved tentative maps and related entitlements shall have their maps and related entitlement's expiration dates tolled for the period of time that the Drought Response Level 3 condition is in place but not to exceed 5 years, unless the development project applicant chooses to proceed with development under subsections (c)(1) through (c)(4) above.

- (d) Upon the declaration of a Drought Response Level 3 condition, the City Manager will suspend consideration of annexations to its service area.
- (e) The City Manager may recommend and, upon resolution of the City Council, implement a water allocation per *customer* served by the City of San Diego, and a schedule of surcharges or penalties for exceeding the water allocation. If the City Council adopts or modifies a water allocation, the City Manager will post notice of the allocation prior to the effective date(s). Following the effective date(s) of the water allocation as established by the City Council, any *customer* that uses water in excess of the allocation will be subject to a surcharge or penalty for each billing unit of water in excess of the allocation. The surcharge or penalty for excess water usage will be in addition to any other remedy or penalty that may be imposed for violation of this Division. The *water conservation* measures required under Level 1 Drought Watch, Level 2 Drought Alert, and Level 3 Drought Critical conditions may be suspended by resolution of the City Council during the period a water allocation is in effect.

*(Renumbered from Sec. 67.38.6 and amended 10-19-1998 by O-18596 N.S.)  
(Former Section 67.3807 repealed and added "Drought Response Level 3 – Drought Critical Condition" 12-15-08 by O-19812 N.S; effective 1-14-2009.)  
(Amended 10-3-2011 by O-20093 N.S.; effective 11-2-2011.)  
(Amended 6-29-2015 by O-20517 N.S.; effective 6-29-2015.)*

**§67.3808 Drought Response Level 4 – Drought Emergency**

- (a) A Drought Response Level 4 condition is also referred to as a “Drought Emergency” condition. The City Manager may recommend and, upon resolution of the City Council, declare a water shortage emergency pursuant to California Water Code section 350 and declare a Drought Response Level 4 when there is a reasonable probability that there will be a supply shortage and that a consumer demand reduction of more than 40 percent is required in order to ensure that sufficient supplies will be available to meet anticipated demands. Upon declaration of a Drought Response Level 4, the City Manager shall take action to implement the mandatory Level 4 conservation practices identified in this Division and on the grounds provided in California Water Code section 350.
  
- (b) All City of San Diego water *customers* shall comply with all *water conservation* measures required during Level 1 Drought Watch, Level 2 Drought Alert, and Level 3 Drought Critical conditions and shall also comply with the following additional mandatory conservation measures:
  - (1) Stop all landscape irrigation, except crops and landscape products of commercial *growers* and nurseries. This restriction does not apply to:
    - (A) Maintenance of trees and shrubs that are watered no more than two assigned days per week on a schedule established and posted by the City Manager, and by using a hand held container, hand-held hose with an automatic shut-off nozzle, or low-volume non-spray irrigation;
    - (B) Maintenance of existing landscaping necessary for fire protection;
    - (C) Maintenance of existing landscaping for erosion control;
    - (D) Maintenance of plant materials identified to be rare, protected by City Council Policy or essential to the well being of rare animals;
    - (E) Maintenance of landscaping within active public parks and playing fields, day care centers, school grounds, cemeteries, and golf course greens, provided that such irrigation does not exceed two days per week according to the schedule established under Section 67.3807(b)(1);

- (F) Watering of livestock; and
  - (G) Public works projects and actively irrigated environmental mitigation projects.
- (2) Stop filling or refilling residential pools and spas.
  - (3) No new commitments or agreements will be entered into to provide water to *customers* or agencies located outside of the City of San Diego.

*(Renumbered from Sec. 67.38.7 and amended 10-19-1998 by O-18596 N.S.)  
(Former Section 67.3808 repealed and added "Drought Response Level 4 –  
Drought Emergency" 12-15-08 by O-19812 N.S; effective 1-14-2009.)  
(Amended 10-3-2011 by O-20093 N.S.; effective 11-2-2011.)*

#### **§67.3809 Procedures for Determination and Notification of Drought Response Level**

- (a) The existence of a Drought Response Level 1 condition may be declared upon recommendation by the City Manager and resolution of the City Council, upon a written determination of the existence of the facts and circumstances supporting the determination. A copy of the written determination will be filed with the City Clerk. The City Manager will publish a notice of the determination of existence of Drought Response Level 1 condition in the City's official newspaper. The City of San Diego may also post notice of the condition on its website.

The Water Department will monitor the projected supply and demand for water during periods of emergency or *drought* and will recommend to the City Manager the extent of the conservation required. The City Manager will recommend to the City Council the implementation or termination of the appropriate level of *water conservation* in accordance with this Division.

- (b) The existence of Drought Response Level 2 or Level 3 conditions may be declared upon recommendation by the City Manager and resolution of the City Council. The mandatory conservation measures applicable to Drought Response Level 2 or Level 3 conditions will take effect on the tenth day after the date the response level is declared. Within five days following the declaration of the response level, the City Manager will publish a notice giving the extent, terms and conditions respecting the use and consumption of water a minimum of one time for three consecutive days in the City's official newspaper. If the City Council adopts a water allocation, the City Manager will publish notice of this adoption in the City's official newspaper. Water allocation will be effective on the fifth day following the date of publication or at such later date as specified in the notice.

- (c) The existence of a Drought Response Level 4 condition may be declared upon recommendation by the City Manager and resolution of the City Council and in accordance with the procedures specified in California Water Code Sections 351 and 352. The mandatory conservation measures applicable to Drought Response Level 4 conditions will take effect on the tenth day after the date the response level is declared. Within five days following the declaration of the response level, the City Manager will publish a notice giving the extent, terms and conditions respecting the use and consumption of water in the City's official newspaper. If the City Council adopts a water allocation, the City Manager will publish notice of the allocation in the City's official newspaper. Water allocation will be effective on the fifth day following the date of publication or at such later date as specified in the notice.
- (d) The City of San Diego may declare an end to Drought Response Levels 1, 2, 3 and 4 upon recommendation of the City Manager and resolution by the City Council at any regular or special meeting of the City Council.

*(Renumbered from Sec. 67.38.8 and amended 10-19-1998 by O-18596 N.S.)  
(Former Section 67.3809 repealed and added "Procedures for Determination and Notification of Drought Response Level" 12-15-08 by O-19812 N.S; effective 1-14-2009.)*

**§67.3810 Hardship Variance**

- (a) If, due to unique circumstances, a specific requirement of this Division would result in undue hardship to a *customer* using City of San Diego water or to property upon which City of San Diego water is used, that is disproportionate to the impacts to City of San Diego water users generally or to similar property or classes of water uses, then the *customer* may apply for a variance to the requirements as provided in this Section.
- (b) The variance may be granted or conditionally granted, only upon a written finding of the existence of facts demonstrating an undue hardship to a *customer* using City of San Diego water or to property upon which City of San Diego water is used, that is disproportionate to the impacts to City of San Diego water users generally or to similar property or classes of water user due to specific and unique circumstances of the user or the user's property.

(1) Application.

Application for a variance will be in written form prescribed by the City Manager and will be accompanied by a non-refundable processing fee in an amount set by resolution of the City Council.

(2) Supporting Documentation.

The written application will be accompanied by photographs, maps, drawings, or other pertinent information as applicable, including a written statement of the applicant.

(3) Approval Authority.

The City Manager will exercise approval authority and act upon any completed application after submittal and may approve, conditionally approve, or deny the variance. The applicant requesting the variance will be promptly notified in writing of any action taken. The decision of the City Manager is final. Unless specified otherwise at the time a variance is approved, the variance applies to the subject property during the term of the mandatory *drought* response.

(4) Required Findings for Variance.

(A) Except as set forth in Section 67.3810(B), an application for a variance will be denied unless the approving authority finds, based on the information provided in the application, supporting documents, or such additional information as may be requested, and on water use information for the property as shown by the records of the City of San Diego, all of the following:

- (i) that the variance does not constitute a grant of special privilege inconsistent with the limitations upon other City of San Diego *customers*; and
- (ii) that because of special circumstances applicable to the property or its use, the strict application of this Division would have a disproportionate impact on the property or use that exceeds the impacts to *customers* generally; and

- (iii) that the authorizing of such variance will not be of substantial detriment to adjacent properties, and will not materially affect the ability of the City of San Diego to effectuate the purpose of this Division and will not be detrimental to the public interest; and
  - (iv) that the condition or situation of the subject property or the intended use of the property for which the variance is sought is not common, recurrent or general in nature.
- (B) An application for a variance will be denied unless the approving authority finds, based on the information provided in the application, supporting documents, or such additional information as may be requested, and on water use information for the property as shown by the records of the City of San Diego, either of the following:
- (i) that the property has been adversely impacted by a *disaster*; or
  - (ii) that proposed alternative water use restrictions for the property would result in greater water savings than the existing water use restrictions.
- (5) No relief will be granted to any *customer* for any reason in the absence of a showing by the *customer* that the *customer* has achieved the maximum practical reduction in water consumption in the *customer's* residential, commercial, industrial, institutional, agricultural or governmental water consumption.

*(Renumbered from Sec. 67.38.9 on 10-19-1998 by O-18596 N.S.)*  
*(Former Section 67.3810 repealed and added "Hardship Variance" 12-15-08 by O-19812 N.S; effective 1-14-2009.)*  
*(Amended 10-28-2009 by O-19904 N.S; effective 11-27-2009.)*

**§67.3811      **Violations and Penalties****

It is unlawful for any *customer* to violate the mandatory provisions of this Division. Violations are subject to criminal, civil, and administrative penalties and remedies as provided in Chapter 1 of this Code. In addition, service of water may be discontinued or appropriately limited through the installation of flow-restricting devices to any *customer* who willfully uses water in violation of this Division.

*(Renumbered from Sec. 67.39 and retitled to “Publication of Terms of Water Use” on 10-19-1998 by O-18596 N.S.)*

*(Former Section 67.3811 repealed and added “Violations and Penalties” 12-15-08 by O-19812 N.S; effective 1-14-2009.)*

**Article 3: Environmental Health Quality Controls**  
(Retitled from “Water Quality Controls” on 3-8-1994 by O-18047 N.S.)

**Division 3: Stormwater Management  
and Discharge Control**  
(“Stormwater Management and Discharge Control”  
added 9–27–1993 by O–17988 N.S.)

**§43.0301 Purpose and Intent**

The purposes of this Division are to restore and maintain the water quality of *receiving waters* and further ensure the health, safety and general welfare of the citizens of the City of San Diego by effectively prohibiting *non-storm water discharges*, including spills, dumping, and disposal of materials other than *storm water* to the *MS4*, and by reducing *pollutants* in discharges from the *MS4* to *receiving waters* to the *maximum extent practicable*, in a manner pursuant to and consistent with the Federal Water Pollution Control Act (Clean Water Act, 33 U.S.C. section 1251 et seq.) and the *MS4 permit*.

(Amended 9-10-2001 by O–18975 N.S.)

(Amended 7-16-2015 by O-20516 N.S.; effective 8-15-2015.)

**§43.0302 Definitions**

For purposes of this Division, defined terms appear in italics. The following definitions apply in this Division:

*Best management practices (BMPs)* means schedules of activities, prohibitions of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices to prevent or reduce to the *maximum extent practicable* the discharge of *pollutants* directly or indirectly to *receiving waters*. *BMPs* also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, and drainage from raw materials storage.

*Employee training program* means a documented curriculum that an employer may be required to implement pursuant to a *storm water pollution prevention plan* for the purpose of educating its employees on methods of reducing the discharge of *pollutants* to the *MS4*.

*Enforcement agency* means the City of San Diego or its authorized agents charged with ensuring compliance with this Division.

*Enforcement official* means the City Manager or his designee or any agent of the City authorized to enforce compliance with this Division.

*General storm water NPDES permit* means any *NPDES permit* issued by the State Water Resources Control Board in accordance with 40 Code of Federal Regulations section 122.28.

*Groundwater* means subsurface water that occurs beneath the water table in soils and geologic formations that are fully saturated.

*Illicit connection* means any man-made physical connection to the *MS4* that conveys an *illicit discharge*.

*Illicit discharge* means any discharge to the *MS4* that is not composed entirely of *storm water*, except discharges allowed under an *NPDES permit* and discharges conditionally allowed under the *MS4 permit*, as set forth in San Diego Municipal Code section 43.0305. *Illicit discharge* includes irrigation runoff discharged to the *MS4*.

*Jurisdictional runoff management program* means a written description of the specific runoff management measures and programs, including *BMPs*, that the City will implement to comply with the *MS4 permit* and ensure that storm water pollutant discharges in runoff are reduced to the *maximum extent practicable* and do not cause or contribute to a violation of water quality standards. Amendments to the *jurisdictional runoff management program* shall be approved by the City Manager. A copy of the currently applicable *jurisdictional runoff management program* is kept on file with the City Clerk.

*Maximum extent practicable* means the technology-based standard established by Congress in Clean Water Act section 402(p)(3)(B)(iii) for *storm water* that operators of *MS4s* must meet. *Maximum extent practicable* generally emphasizes pollution prevention and source control *BMPs* primarily in combination with treatment methods serving as a backup.

*Municipal separate storm sewer system (MS4)* means a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains): (i) owned or operated by the City; (ii) designated or used for collecting or conveying *storm water*; (iii) which is not a combined sewer; and (iv) which is not part of the Publicly Owned Treatment Works as defined at 40 Code of Federal Regulations section 122.26.

*Municipal separate storm sewer system permit (MS4 permit)* means *Regional Water Quality Control Board* Order No. R9-2013-0001, NPDES No. CAS0109266, as may be amended or replaced by a subsequent order.

*National Pollutant Discharge Elimination System Permit (NPDES permit)* means a permit issued by the *Regional Water Quality Control Board* or the State Water Resources Control Board pursuant to Division 7 of the California Water Code to control discharges from point sources to *receiving waters*.

*Non-storm water discharge* means any discharge to or from the *MS4* that is not entirely composed of *storm water*, including *illicit discharges* and discharges allowed under an *NPDES permit*.

*Notice of violation* has the same meaning as in San Diego Municipal Code section 11.0210.

*Pollutant* means any agent introduced to the *MS4* that may cause or contribute to the degradation of water quality such that public health, the environment, or beneficial uses of *receiving waters* may be affected. *Pollutants* include solid waste, sewage, garbage, medical waste, wrecked or discarded equipment, radioactive materials, dredged spoil, rock, sand, industrial waste, any organic or inorganic contaminant, fecal coliform, fecal streptococcus, enterococcus, volatile organic surfactants, oil and grease, petroleum hydrocarbons, total organic lead, copper, chromium, cadmium, silver, nickel, zinc, cyanides, phenols, and biocides.

*Premises* means any building, lot parcel, land or portion of land whether improved or unimproved.

*Public nuisance* has the same meaning as in San Diego Municipal Code section 11.0210.

*Receiving waters* means waters of the United States, as defined under the Clean Water Act. *Receiving waters* include surface bodies of water that serve as discharge points for the *MS4*, such as creeks, rivers, reservoirs, lakes, lagoons, estuaries, harbors, bays and the Pacific Ocean.

*Regional Water Quality Control Board* means the California Regional Water Quality Control Board, San Diego Region.

*Responsible person* has the same meaning as in San Diego Municipal Code section 11.0210.

*Storm water* means storm water runoff, snow melt runoff, and surface runoff and drainage resulting from precipitation events.

*Storm water pollution prevention plan* means a document that describes the *BMPs* to be implemented by the owner or operator to eliminate or reduce to the *maximum extent practicable* discharges of *pollutants* to the *MS4*.

(Amended 9-10-2001 by O-18975 N.S.)

(Amended 7-16-2015 by O-20516 N.S.; effective 8-15-2015.)

**§43.0303 Construction and Application**

This Division shall be interpreted to assure consistency with the requirements of applicable federal and state laws, regulations, orders and permits, and with the purposes and intent of this Division.

*(“Construction and Application” added 9-27-1993 by O-17988 N.S.)*

**§43.0304 Illicit Discharges**

- (a) Except as provided in San Diego Municipal Code section 43.0305, it is unlawful for any person to cause a *non-storm water discharge* to the *MS4*.
- (b) It is unlawful for any person to cause either individually or jointly any discharge into or from the *MS4* that results in or contributes to a violation of the *MS4 permit*.

*(Retitled from “Discharge of Non-Stormwater Prohibited” and amended 9-10-2001 by O-18975 N.S.)*

*(Retitled to “Illicit Discharges” and amended 7-16-2015 by O-20516 N.S.; effective 8-15-2015.)*

**§43.0305**      **Conditionally Allowed *Non-Storm Water Discharges***

The following *non-storm water discharges* are allowed on the condition that they are addressed as follows:

- (a) Any discharge to the *MS4* that is regulated under an *NPDES permit* issued to the discharger and administered by the State of California pursuant to Division 7 of the California Water Code is allowed, provided the discharger is in compliance with all requirements of the *NPDES permit* and other applicable laws and regulations.
  
- (b) *Non-storm water discharges* to the *MS4* from the categories listed in San Diego Municipal Code section 43.0305(b)(1)-(4) are allowed if: (i) the discharger obtains coverage under *NPDES permit* No. CAG919001 (*Regional Water Quality Control Board* Order No. R9-2007-0034, or subsequent order) for discharges to San Diego Bay, or under *NPDES permit* No. CAG919002 (*Regional Water Quality Control Board* Order No. R9-2008-0002, or subsequent order) for discharges to surface waters other than San Diego Bay, and the discharger is in compliance with all requirements of the applicable *NPDES permit* and all other applicable laws and regulations; or (ii) the *Regional Water Quality Control Board* determines in writing that coverage under *NPDES permit* No. CAG919001 or CAG919002 (or subsequent permits) is not required. Otherwise, *non-storm water discharges* from the following categories are *illicit discharges*:
  - (1) discharges from uncontaminated pumped *groundwater*;
  - (2) discharges from foundation drains when the system is designed to be located at or below the *groundwater* table to actively or passively extract *groundwater* during any part of the year;
  - (3) discharges from crawl space pumps;
  - (4) discharges from footing drains when the system is designed to be located at or below the *groundwater* table to actively or passively extract *groundwater* during any part of the year.

- (c) *Non-storm water discharges* to the *MS4* from water line flushing and water main breaks, including discharges from water purveyors issued a water supply permit by the State of California or federal military installations, are allowed if the discharges have coverage under *NPDES permit* No. CAG679001 (*Regional Water Quality Control Board Order* No. R9-2010-0003, or subsequent order), and the discharger is in compliance with all requirements of that *NPDES permit* and other applicable laws and regulations. Discharges from recycled or reclaimed water lines to the *MS4* are allowed if the discharges have coverage under an *NPDES permit*, and the discharger is in compliance with the applicable *NPDES permit* and other applicable laws and regulations. Otherwise, discharges from water lines are *illicit discharges*.
- (d) *Non-storm water discharges* to the *MS4* from the following categories are allowed:
- (1) discharges from diverted stream flows;
  - (2) discharges from rising *groundwater*;
  - (3) discharges from uncontaminated *groundwater* infiltration to the *MS4*;
  - (4) discharges from springs;
  - (5) discharges from riparian habitats and wetlands;
  - (6) discharges from potable water sources, except discharges from water lines without coverage under an *NPDES permit* as set forth in San Diego Municipal Code section 43.0305(c);
  - (7) discharges from foundation drains when the system is designed to be located above the *groundwater* table at all times of the year, and the system is only expected to produce *non-storm water discharges* under unusual circumstances; and
  - (8) discharges from footing drains when the system is designed to be located above the *groundwater* table at all times of the year, and the system is only expected to produce *non-storm water discharges* under unusual circumstances.
- (e) *Non-storm water discharges* from the following categories are allowed if they are addressed with *BMPs* as set forth in the *jurisdictional runoff management program*. Otherwise, *non-storm water discharges* from the following categories are *illicit discharges*:

- (1) Air conditioning condensation,
  - (2) Individual residential vehicle washing, and
  - (3) Water from swimming pools.
- (f) *Non-storm water discharges* to the *MS4* from firefighting activities are allowed if they are addressed as follows:
- (1) Non-emergency firefighting discharges. Non-emergency firefighting discharges, including building fire suppression system maintenance discharges (e.g. sprinkler line flushing), controlled or practice blazes, training, and maintenance activities shall be addressed by *BMPs* as set forth in the *jurisdictional runoff management program* to prevent the discharge of *pollutants* to the *MS4*.
  - (2) Emergency firefighting discharges. During emergencies, priority of efforts should be directed toward life, property, and the environment (in descending order). Emergency firefighting discharges shall be addressed by *BMPs* that do not interfere with emergency response operations or impact public health and safety.
- (g) Notwithstanding the categories of *non-storm water discharges* conditionally allowed by San Diego Municipal Code section 43.0305(a) through (f), if the *Regional Water Quality Control Board* or the *enforcement official* determines that any of these otherwise conditionally allowed *non-storm water discharges* are a source of *pollutants* to *receiving waters*, are a danger to public health or safety, or are causing a *public nuisance*, such discharges shall be prohibited from entering the *MS4*.

(Amended 9-10-2001 by O-18975 N.S.)

(Amended 2-19-2008 by O-19716 N.S.; effective 3-24-2008.)

(Retitled to “Conditionally Allowed Non-Storm Water Discharges” and amended 7-16-2015 by O-20516 N.S.; effective 8-15-2015.)

**§43.0306      *Illicit Connections Prohibited***

It is unlawful for any person to establish, use, or maintain any *illicit connection* to the *MS4*.

*(“Discharge in Violation of Permit Prohibited” repealed; “Illegal Connections Prohibited” renumbered from Sec. 43.0307 and amended 9–10–2001 by O–18975 N.S.)*

*(Retitled to “Illicit Connections Prohibited” and amended 7-16-2015 by O-20516 N.S.; effective 8-15-2015.)*

**§43.0307      *Reduction of Pollutants in Storm Water***

Any person engaged in activities which may result in discharges to the *MS4* shall, to the *maximum extent practicable*, undertake all measures to reduce the risk of *non-storm water discharges* and *pollutant* discharges. The following requirements shall apply:

(a)      *BMP Implementation.*

Every person undertaking any activity or use of a *premises* that may cause or contribute to *storm water* pollution or contamination, *illicit discharges*, or *non-storm water discharges* to the *MS4* shall comply with *BMP* guidelines or pollution control requirements, as may be established by the *enforcement official*. *BMPs* shall be maintained routinely throughout the life of the activity. Such *BMPs* include the *BMPs* set forth in the *jurisdictional runoff management program*.

(b)      *Storm Water Pollution Prevention Plan.*

The *enforcement official* may require any business or operation that is engaged in activities which may result in *pollutant* discharges to the *MS4* to develop and implement a *storm water pollution prevention plan*, which must include an *employee training program* and the applicable *BMPs* from the *jurisdictional runoff management program*.

(c)      *Coordination with Hazardous Materials Release Response Plans and Inventory.*

Any activity subject to the Hazardous Materials Release Response Plan, Chapter 6.95 of the California Health and Safety Code, shall include in that Plan provisions for compliance with this Division, including the prohibitions on *non-storm water discharges* and *illicit discharges*, and the requirement to reduce release of *pollutants* to the *MS4* to the *maximum extent practicable*.

(d) Compliance with *General Storm Water NPDES Permits*.

Each discharger that is subject to any *general storm water NPDES permit* shall comply with all requirements of such permit. For those activities that discharge to the *MS4* under a *general storm water NPDES permit*, the discharger shall submit monitoring data and analytical evaluation/assessment to the City at the same time reports are submitted to the *Regional Water Quality Control Board*.

*(“Illegal Connections Prohibited” renumbered to Sec. 43.0306; “Reduction of Pollutants in Stormwater” renumbered from Sec. 43.0308, retitled and amended 9-10-2001 by O-18975 N.S.)*

*(Retitled to “Reduction of Pollutants in Storm Water” and amended 7-16-2015 by O-20516 N.S.; effective 8-15-2015.)*

**§43.0308 Containment and Notification of Spills**

Any person owning or occupying a *premises* who has knowledge of any significant release of *pollutants* or *non-storm water discharges* from those *premises* that may enter the *MS4* shall immediately take all reasonable action to contain the release and minimize any *non-storm water discharge*. The person shall notify the *enforcement agency* within 24 hours of the *non-storm water discharge*.

*(“Reduction of Pollutants in Stormwater” renumbered to Sec. 43.0307; “Containment and Notification of Spills” renumbered from Sec. 43.0309 and amended 9-10-2001 by O-18975 N.S.)*

*(Amended 7-16-2015 by O-20516 N.S.; effective 8-15-2015.)*

**§43.0309 MS4 Protection**

Any person owning or occupying a *premises* through which the *MS4* passes shall:

- (a) Keep and maintain that part of the *premises* reasonably free of trash, debris and other obstacles which would pollute, contaminate, or retard the flow of water through the *MS4*; and
- (b) Maintain existing structures within or adjacent to the *MS4* so that those structures will not become a hazard to the use, function, or physical integrity of the *MS4*.

*(“Containment and Notification of Spills” renumbered to Sec. 43.0308; “Stormwater Conveyance System Protection” renumbered from Sec. 43.0310, retitled and amended 9–10–2001 by O–18975 N.S.)*

*(Retitled to “MS4 Protection” and amended 7-16-2015 by O-20516 N.S.; effective 8-15-2015.)*

**§43.0310 Enforcement Authority**

- (a) The *enforcement agency* and *enforcement official* may exercise any enforcement powers as provided in San Diego Municipal Code Chapter 1, Article 3, as may be necessary to effectively implement and enforce this Division.
- (b) In addition to the general enforcement powers provided in San Diego Municipal Code Chapter 1, the *enforcement agency* and *enforcement official* may exercise any of the following supplemental enforcement powers as may be necessary to effectively implement and enforce this Division:
  - (1) *Sampling Authority.* During any inspection, the *enforcement official* may take samples deemed necessary in order to implement and enforce the provisions of this Division. This may include the installation of sampling and metering devices on private property, or requiring the *responsible person* to supply samples.
  - (2) *Notice of Violation.* The *enforcement official* may issue a *notice of violation* to any *responsible person* to cease and desist all activities that may cause or contribute to a discharge in violation of this Division. This order may require the *responsible person* to: (i) comply with the applicable provisions and policies that govern this Division; (ii) comply within the designated time frame for compliance; (iii) take appropriate remedial or preventative action to keep the violation from recurring.

- (3) **Monitoring and Mitigation.** The *enforcement official* may require reasonable monitoring of discharges from any *premises* to the *MS4* and shall have authority to order the mitigation of circumstances that may result in *illicit discharges*.
- (4) **Storm water pollution prevention plan.** The *enforcement official* shall have the authority to establish elements of a *storm water pollution prevention plan*, and to require any business or operation to adopt and implement such a plan pursuant to San Diego Municipal Code section 43.0307(b).
- (5) **Employee training program.** The *enforcement official* shall have the authority to establish the elements of an *employee training program* that is part of a *storm water pollution prevention plan*.
- (6) **Best management practices.** The *enforcement official* may establish the *BMPs* required to be implemented for any *premises* pursuant to San Diego Municipal Code section 43.0307(a).

(“*Stormwater Conveyance System Protection*” renumbered to Sec. 43.0309;  
“*Enforcement Authority*” renumbered from Sec. 43.0311 and amended 9–10–2001 by  
O–18975 N.S.)  
(Amended 7-16-2015 by O-20516 N.S.; effective 8-15-2015.)

**§43.0311 Enforcement Remedies**

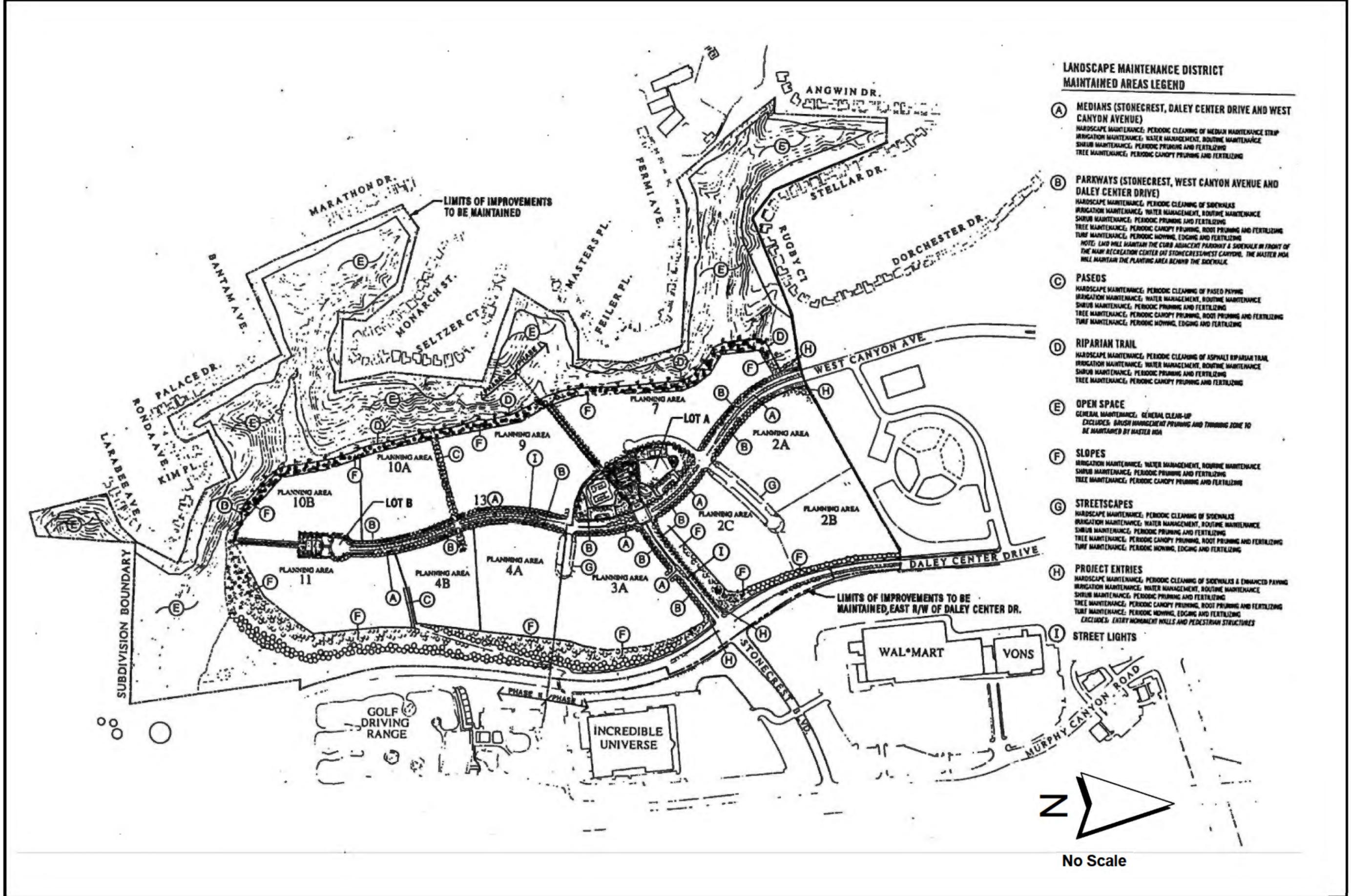
- (a) It is unlawful for any person, business, or association to violate the provisions and requirements of San Diego Municipal Code sections 43.0301 through 43.0309. Violations of these provisions may be prosecuted as misdemeanors subject to the penalties provided in San Diego Municipal Code section 12.0201. The *enforcement official* may seek injunctive relief or civil penalties in the Superior Court pursuant to San Diego Municipal Code section 12.0202, or pursue any administrative remedy provided in San Diego Municipal Code Chapter 1, Article 2, Divisions 3 through 10.
- (b) Administrative civil penalties assessed pursuant to San Diego Municipal Code Chapter 1, Article 2, Division 8 for violations of any of the provisions and requirements of San Diego Municipal Code sections 43.0301 through 43.0309 shall be assessed at a maximum rate of \$10,000 per day per violation. The maximum amount of civil penalties shall not exceed \$100,000 per parcel or structure for any related series of violations.
- (c) As part of any civil action filed pursuant to San Diego Municipal Code section 12.0202 to enforce any provisions of San Diego Municipal Code sections 43.0301 through 43.0309, a court may assess a maximum civil penalty of \$10,000 per day per violation.

*(“Enforcement Authority” renumbered to Sec. 43.0310; “Enforcement Remedies” renumbered from Sec. 43.0312 and amended 9-10-2001 by O-18975 N.S.)  
(Amended 7-16-2015 by O-20516 N.S.; effective 8-15-2015.)*

**§43.0312 Remedies Not Exclusive**

Remedies under this Article are in addition to and do not supersede or limit any and all other remedies, civil or criminal. The remedies provided for herein shall be cumulative and not exclusive.

*(“Enforcement Remedies” renumbered to Sec. 43.0311; “Remedies Not Exclusive” renumbered from Sec. 43.0313 and amended 9-10-2001 by O-18975 N.S.)*



**PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND**

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**FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:**

\_\_\_\_\_, a corporation, as principal, and  
\_\_\_\_\_, a corporation authorized to do  
business in the State of California, as Surety, hereby obligate themselves, their successors and assigns,  
jointly and severally, to The City of San Diego a municipal corporation in the sum of  
\_\_\_\_\_ for the faithful performance of the  
annexed contract, \_\_\_\_\_  
and in the sum of \_\_\_\_\_ for the benefit  
of laborers and materialmen designated below, effective for one (1) year, commencing on  
August 2022 through June 30, 2023. Bond shall be  
renewed on an annual basis for the life of the contract unless otherwise instructed.

**Conditions:**

If the Principal shall faithfully perform the annexed contract with the City of San Diego, California, then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

If the Principal shall promptly pay all persons, firms and corporations furnishing materials for or performing labor in the execution of this contract, and shall pay all amounts due under the California Unemployment Insurance Act then the obligation herein with respect to laborers and materialmen shall be void; otherwise it shall remain in full force.

The obligation herein with respect to laborers and materialmen shall inure to the benefit of all persons, firms and corporations entitled to file claims under the provisions of Article 2. Claimants, (iii) public works of improvement commencing with Civil Code Section 9100 of the Civil Code of the State of California.

Changes in the terms of the annexed contract or specifications accompanying same or referred to therein shall not affect the Surety's obligation on this bond, and the Surety hereby waives notice of same.

The Surety shall pay reasonable attorney's fees should suit be brought to enforce the provisions of this bond.

The Surety expressly agrees that the City of San Diego may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

The Surety shall not utilize the Principal in completing the improvements and work specified in the Agreement in the event the City terminates the Principal for default.

**PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND (continued)**

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**THE CITY OF SAN DIEGO**

**APPROVED AS TO FORM**

Mara W. Elliott, City Attorney

By \_\_\_\_\_

By \_\_\_\_\_

Print Name: \_\_\_\_\_  
Mayor or designee

Print Name: \_\_\_\_\_  
Deputy City Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR**

**SURETY**

By: \_\_\_\_\_

By: \_\_\_\_\_  
Attorney-In-Fact

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Local Address of Surety

\_\_\_\_\_  
Local Phone Number of Surety

\_\_\_\_\_  
Premium

\_\_\_\_\_  
Bond Number

## Work Force Report

### **HISTORY**

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

### **WORK FORCE & BRANCH WORK FORCE REPORTS**

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report<sup>1</sup>. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county<sup>2</sup>. If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

### **MANAGING OFFICE WORK FORCE**

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report<sup>1, 3</sup>. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.<sup>3</sup>

### **TYPES OF WORK FORCE REPORTS:**

Please note, throughout the preceding text of this page, the superscript numbers one <sup>1</sup>, two <sup>2</sup> & three <sup>3</sup>. These numbers coincide with the types of work force report required in the example. See below:

- <sup>1</sup> One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- <sup>2</sup> Branch Work Force \*
- <sup>3</sup> Managing Office Work Force

*\*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

### **RACE/ETHNICITY CATEGORIES**

**American Indian or Alaska Native** – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

**Asian** – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

**Black or African American** – A person having origins in any of the Black racial groups of Africa.

**Native Hawaiian or Pacific Islander** – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

**White** – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

**Hispanic or Latino** – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

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## **Exhibit A: Work Force Report Job Categories – Administration**

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial  
Advertising, Marketing, Promotions, Public  
Relations, and Sales Managers  
Business Operations Specialists  
Financial Specialists  
Operations Specialties Managers  
Other Management Occupations  
Top Executives

### **Professional**

Art and Design Workers  
Counselors, Social Workers, and Other Community  
and Social Service Specialists  
Entertainers and Performers, Sports and Related  
Workers  
Health Diagnosing and Treating Practitioners  
Lawyers, Judges, and Related Workers  
Librarians, Curators, and Archivists  
Life Scientists  
Media and Communication Workers  
Other Teachers and Instructors  
Postsecondary Teachers  
Primary, Secondary, and Special Education School  
Teachers  
Religious Workers  
Social Scientists and Related Workers

### **Architecture & Engineering, Science, Computer**

Architects, Surveyors, and Cartographers  
Computer Specialists  
Engineers  
Mathematical Science Occupations  
Physical Scientists

### **Technical**

Drafters, Engineering, and Mapping Technicians  
Health Technologists and Technicians  
Life, Physical, and Social Science Technicians  
Media and Communication Equipment Workers

### **Sales**

Other Sales and Related Workers  
Retail Sales Workers  
Sales Representatives, Services  
Sales Representatives, Wholesale and  
Manufacturing  
Supervisors, Sales Workers

### **Administrative Support**

Financial Clerks  
Information and Record Clerks  
Legal Support Workers

Material Recording, Scheduling, Dispatching,  
and Distributing Workers  
Other Education, Training, and Library  
Occupations  
Other Office and Administrative Support  
Workers  
Secretaries and Administrative Assistants  
Supervisors, Office and Administrative Support  
Workers

### **Services**

Building Cleaning and Pest Control Workers  
Cooks and Food Preparation Workers  
Entertainment Attendants and Related  
Workers  
Fire Fighting and Prevention Workers  
First-Line Supervisors/Managers, Protective  
Service Workers  
Food and Beverage Serving Workers  
Funeral Service Workers  
Law Enforcement Workers  
Nursing, Psychiatric, and Home Health Aides  
Occupational and Physical Therapist Assistants  
and Aides  
Other Food Preparation and Serving Related  
Workers  
Other Healthcare Support Occupations  
Other Personal Care and Service Workers  
Other Protective Service Workers  
Personal Appearance Workers  
Supervisors, Food Preparation and Serving  
Workers  
Supervisors, Personal Care and Service  
Workers  
Transportation, Tourism, and Lodging  
Attendants

### **Crafts**

Construction Trades Workers  
Electrical and Electronic Equipment  
Mechanics, Installers, and Repairers  
Extraction Workers  
Material Moving Workers  
Other Construction and Related Workers  
Other Installation, Maintenance, and Repair  
Occupations  
Plant and System Operators  
Supervisors of Installation, Maintenance, and  
Repair Workers  
Supervisors, Construction and Extraction  
Workers  
Vehicle and Mobile Equipment Mechanics

Installers, and Repairers  
Woodworkers

**Operative Workers**

Assemblers and Fabricators  
Communications Equipment Operators  
Food Processing Workers  
Metal Workers and Plastic Workers  
Motor Vehicle Operators  
Other Production Occupations  
Printing Workers  
Supervisors, Production Workers  
Textile, Apparel, and Furnishings Workers

**Transportation**

Air Transportation Workers  
Other Transportation Workers  
Rail Transportation Workers  
Supervisors, Transportation and Material  
Moving Workers  
Water Transportation Workers

**Laborers**

Agricultural Workers  
Animal Care and Service Workers  
Fishing and Hunting Workers  
Forest, Conservation, and Logging Workers  
Grounds Maintenance Workers  
Helpers, Construction Trades  
Supervisors, Building and Grounds Cleaning  
and Maintenance Workers  
Supervisors, Farming, Fishing, and Forestry  
Workers

**Exhibit B: Work Force Report Job Categories-Trade**

**Brick, Block or Stone Masons**  
Brickmasons and Blockmasons  
Stonemasons

**Carpenters**

**Carpet, floor and Tile Installers and Finishers**  
Carpet Installers  
Floor Layers, except Carpet, Wood and Hard  
Tiles  
Floor Sanders and Finishers  
Tile and Marble Setters

**Cement Masons, Concrete Finishers**  
Cement Masons and Concrete Finishers  
Terrazzo Workers and Finishers

**Construction Laborers**

**Drywall Installers, Ceiling Tile Inst**  
Drywall and Ceiling Tile Installers  
Tapers

**Electricians**

**Elevator Installers and Repairers**

**First-Line Supervisors/Managers**  
First-line Supervisors/Managers of  
Construction Trades and Extraction Workers

**Glaziers**

**Helpers, Construction Trade**  
Brickmasons, Blockmasons, and Tile and  
Marble Setters  
Carpenters  
Electricians  
Painters, Paperhangers, Plasterers and Stucco  
Pipelayers, Plumbers, Pipefitters and  
Steamfitters  
Roofers  
All other Construction Trades

**Millwrights**

Heating, Air Conditioning and Refrigeration  
Mechanics and Installers  
Mechanical Door Repairers

Control and Valve Installers and Repairers

Other Installation, Maintenance and Repair  
Occupations

**Misc. Const. Equipment Operators**

Paving, Surfacing and Tamping Equipment  
Operators

Pile-Driver Operators

Operating Engineers and Other Construction  
Equipment Operators

**Painters, Const. Maintenance**

Painters, Construction and Maintenance  
Paperhangers

**Pipelayers and Plumbers**

Pipelayers

Plumbers, Pipefitters and Steamfitters

**Plasterers and Stucco Masons****Roofers****Security Guards & Surveillance Officers****Sheet Metal Workers****Structural Iron and Steel Workers****Welding, Soldering and Brazing Workers**

Welders, Cutter, Solderers and Brazers

Welding, Soldering and Brazing Machine  
Setter, Operators and Tenders

**Workers, Extractive Crafts, Miners**