

CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10090239-25-G, Landscape Maintenance & Improvements within the Gas Tax Median Maintenance Program

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) # 10090239-25-G, Landscape Maintenance & Improvements within the Gas Tax Median Maintenance Program (Contractor).

RECITALS

On or about 12/5/2024, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

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

City wishes to retain Contractor to provide landscape maintenance and improvements services as further described in the Scope of Work, attached hereto as Exhibit B. (Services).

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

**ARTICLE I
CONTRACTOR SERVICES**

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

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

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

Salvador Serrano, Grounds Maintenance Manager
Gas Tax Program, Parks & Recreation
9485 Aero Drive, San Diego, CA 92123
1-619-980-3813
sserrano@sanidiego.gov

**ARTICLE II
DURATION OF CONTRACT**

2.1 Term. This Contract shall be for a period of one (1) year beginning on Effective Date with an additional four (4), one-year options to renew, as defined in Article I, Section 1.2 of the City's General Contract Terms and Provisions. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

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

ARTICLE III COMPENSATION

3.1 Amount of Compensation. City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed \$9,415,419.50.


RA

ARTICLE IV WAGE REQUIREMENTS

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

ARTICLE V CONTRACT DOCUMENTS

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

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

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

1st Any properly executed written amendment to the Contract

2nd The Contract

3rd The RFP and the City's written acceptance of any exceptions or clarifications to the RFP, if any

4th Contractor's Proposal

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.

AZTEC LANDSCAPING, INC.

CITY OF SAN DIEGO
A Municipal Corporation

Proposer

7980 Lemon Grove Way

Street Address

Lemon Grove, CA 91945

City

619.464.3303

Telephone No.

rafael@azteclandscaping.com

E-Mail

BY: _____

Print Name: _____

Director, Purchasing & Contracting Department

Date Signed

BY:


Rafael Aguilar Apr 7, 2025 17:22 PDT

Signature of
Proposer's Authorized
Representative

Rafael Aguilar

Print Name

CEO

Title

Apr 7, 2025

Date

Approved as to form this ____ day of

_____, 20____.
Heather Ferbert, 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. Pre-proposal conference information is noted on the eBidding System.

1.4.1 Proposers are required to attend the pre-proposal conference. Proposer's failure to attend will result in disqualification.

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

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

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

Tab A - Submission of Information and Forms.

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

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

2.3 The Contractor Standards Pledge of Compliance Form.

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

2.5 Living Wage Ordinance Certification of Compliance.

2.6 Licenses as required in Exhibit B.

2.7 Reserved.

2.8 Additional Information as required in Exhibit B.

2.9 Reserved.

2.10 Recycled Water Site Supervisor Certification

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. Proposers shall submit a cost proposal in the form and format described herein. Failure to provide cost(s) in the form and format requested may result in proposal being declared non-responsive and rejected.

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

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

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

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

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

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

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

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

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

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

9. Public Records. By submitting a proposal, the proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless

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

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

B. PRICING

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

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

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

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

or any portion of the City sales tax returned to the City will be considered in the evaluation of proposals.

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

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

C. EVALUATION OF PROPOSALS

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

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

3. Evaluation Process.

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

3.2 Reserved.

3.3 Reserved.

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

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

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

	MAXIMUM EVALUATION POINTS
A. Responsiveness to the RFP.	15
1. Requested information included and thoroughness of response.	
2. Understanding of the project and ability to deliver as exhibited in the Executive Summary.	
3. Technical Aspects.	
4. Exceptions to RFP or Acceptance of City's Terms and Provisions, SOW, and other City documents.	
B. Staffing Plan.	40
1. Qualifications of personnel.	
2. Adequate staffing plan overall (e.g., experience of personnel, number of personnel, hours proposed, etc.) to complete the required services.	
3. Availability/Geographical location of personnel for required tasks.	
4. Clearly defined Roles/Responsibilities of personnel.	
5. Resumes demonstrate required experience.	
6. Documentation proof for Staff who have passed/cleared any security background checks.	
C. Firm's Capability to provide the services and expertise and Past Performance.	40
1. Relevant experience of the Contractor and subcontractors.	
2. Previous relationship of Contractor and subcontractors on similar projects of comparable size and scope.	
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 Performances: relevant experience and quality of performance.	
7. Capacity/Capability to meet The City of San Diego needs in a timely manner.	
8. Reference checks.	
D. Price.	5
1. Total Cost of Sections A&B	
SUB TOTAL MAXIMUM EVALUATION POINTS:	100
F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*	12
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	112

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

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

D. ANNOUNCEMENT OF AWARD

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

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

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

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.

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

**EXHIBIT B
SCOPE OF WORK**

A. SPECIFICATIONS

Contractor shall perform landscape maintenance and improvements of all contract areas identified in Section N of this Exhibit B (Contract Sites) within the Gas Tax Median Maintenance Program, 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 aerification; sweeping; irrigation; and all other maintenance required to maintain the Contract Sites 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.

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

	Registration No.	Expiration Date	Name
DIR Registration No.	10000007145	06/30/2025	Aztec Landscaping, Inc.
Subcontractor's DIR Registration No.			

C. LICENSES

To perform the work described in this Scope of Work, the Contractor must hold a C-27 State of California Contractors License.

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 and 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 Contractor's License	Class: C-27 No.: 642504	04/30/2026	Aztec Landscaping Inc.
Qualified Applicator Certificate	92975	12/31/2025	Jamie Rocha
Pest Control Business License	30311	12/31/2026	Aztec Landscape Company
Pest Control Advisor			

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

D. 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 Contract Administrator (as defined in Section G of this Exhibit B) with a list(s) of exact start dates for fertilization, renovation, aerification and other infrequent operations at each of the Contract Sites at least ten 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 Contract Administrator in writing. The Contract Administrator may grant, on an individual basis, permission to perform contract maintenance at a time other than Normal Working Hours when 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 Contract Administrator prior to the commencement of work on this Contract. Any changes in scheduling shall be reported, in writing, to the Contract Administrator immediately. This Work Schedule shall include routine work as well as infrequent operations such as fertilization and pruning.

The Contractor shall always conduct the work 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 Contract Administrator 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 of Contractor, authorized to discuss matters related to this Contract, must be available during Normal Working Hours. All calls from the Contract Administrator 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 Contract Administrator shall be referred to the Contractor for immediate resolution. Contractor shall provide the Contract Administrator a 24-hour emergency telephone number 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 Contract Administrator immediately. Safety problems must be reported by calling the Contract Administrator 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) 685-1317 and email the Contract Administrator 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 Contract Administrator 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 Contract Administrator, all work required under this Contract during Normal Working Hours.

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 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 years of qualifying experience and highly desirable for the Field Supervisor to have over five years of qualifying experience. Contractor must submit a resume of the assigned Field Supervisor(s) with the proposal. 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 Contract Administrator prior to the change occurring.

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 Contract Administrator on the Monday following the previous work week. If the Monday falls on a holiday, the punch list is due the next business day.

b. Adequate Personnel

The Contractor shall maintain the sufficient number of full-time employees for each project/assignment during Normal Working Hours. Staffing for this Contract requires a total minimum of fourteen (14) full time employees as described in further detail in Section U of this Exhibit B.

All of the landscape maintenance workers, also referred to as laborers in this Exhibit B, must have at least one year of fulltime paid experience in performing all aspects of landscape maintenance. It is desirable that all the landscape maintenance workers have more than one year of fulltime paid experience, and highly desirable for all the landscape maintenance workers to have more than four years of fulltime paid experience. Qualifying paid experience must include all 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 or replacing broken or damaged irrigation heads and risers; and proper operation of landscape equipment.

c. 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 the Contract Sites 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 the following with the proposal:

- 1) A minimum of three (3) references for work completed by Contractor for a similar scope of work and size with similar dollar value as it compares to this RFP.
- 2) 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.

- 3) Examples and references for work completed as it relates to enhanced open space habitat, sports turf, field renovation, large system irrigation and community events.
- 4) 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.
- 5) A statement demonstrating the capacity and capability to provide enhanced service to the Gas Tax Median Maintenance Program as it relates to this Exhibit B and the associated frequencies in a timely manner.
- 6) A proposed Work Schedule that demonstrates the fulfillment of the established frequencies (see Section D of this Exhibit B).
- 7) References and resumes of landscape maintenance workers 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 Labor (as described in Section X of this Exhibit B), the Contractor shall provide a separate specific work crew to accomplish projects as may be required.

d. 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.

e. 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.

f. Removal of Employee

The Contract Administrator may require the Contractor to remove from any of the Contract Sites any employee(s) if the Contract Administrator 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.

g. 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 written instructions in English.

h. Repairs to Existing Facilities and Irrigation Systems

1) 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 Contract Administrator. Damages and alternations shall be repaired or replaced in kind, as approved by the Contract Administrator.
- 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 Contract Administrator, deductions shall be made from the final payment in the amount to cover the cost of repairs, as determined by the Contract Administrator. Any difference of cost shall be paid by the Contractor.

2) Other Damage or Alteration

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

i. 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, if any.

j. Operation of Automatic Irrigation Controllers

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

- 1) Not duplicate any coded City key furnished by the City for access and operation of the controller.

- 2) Surrender all keys furnished by the City promptly at the end of the Contract Term or at any time deemed necessary by the Contract Administrator to prevent serious loss to the City.
- 3) Protect the security of the City's property by keeping controller cabinet and building doors locked at all times.
- 4) Refrain from using premises behind locked doors for storage of materials, supplies, or tools, except as approved by the Contract Administrator.

k. 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 Contract Administrator 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.

l. Hazardous Conditions

The Contractor shall maintain all Contract Sites and other work sites free of hazards to persons and property resulting from Contractor's operations. Contractor shall immediately report to the Contract Administrator 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.

m. Hazardous Wastes Disposal Procedure

In all areas covered by this Contract, the Contractor and Contractor's employees, 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, or adjacent properties, shall perform the following procedures:

- 1) Cordon off the area where the material has been found, to the extent possible.
- 2) 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, and water
 - (4) Description: solid, liquid, and color
 - (5) Any danger to public;
- 3) Inform the appropriate supervisor and the Contract Administrator as soon as possible;
- 4) Remain at site until the Fire Department arrives, and
- 5) Do not move, touch, or sniff any of the material.

n. 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 Contract Administrator. 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 and shall be submitted to the Contract Administrator. 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 Contract Administrator 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, area 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.

o. Litter

1) Contractor Generated Trash

The Contractor shall promptly remove all debris generated by Contractor's pruning, trimming, weeding, edging, and other work required in this Scope of Work 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.

2) 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 (see Section O of this Exhibit B). The Contractor shall be responsible for paying any and all fees associated with

the disposal of debris or trash accumulated during the performance of routine litter removal.

3) 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 Contract Site by the Contractor upon notice or observation of the hazardous litter.

G. CONTRACT ADMINISTRATION

The Contract Administrator for this Contract is the City Parks and Recreation Department's designee specified on the Notice to Proceed letter issued under this Contract. The Contract Administrator will provide daily oversight of this Contract to ensure compliance with and performance of the specifications of this Scope of Work. The Contract Administrator, or designee, is also responsible for oversight of all invoice payments and billing questions for Purchase Orders issued under this Contract.

The Purchasing Agent is responsible for all contractual matters and 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 and signed by the Purchasing Agent.

H. FAILURE TO PERFORM SATISFACTORILY

Contractor agrees and understands that if the Contractor fails to perform the work as specified in this Scope of Work, the City will pay only for the amount of service actually received, as determined by the Contract Administrator, with an appropriate downward adjustment in Contract price. Such adjustments may be in accordance with the Schedule of Task Costs and Pricing Pages provided by the Contractor (see Section AA of this Exhibit B).

The Contract Administrator shall perform inspections of the Contract Sites to ensure that staffing and maintenance is adequate and that all work complies with this Scope of Work. 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, proceed with termination of this Contract, or both. If City finds, upon inspection, that staffing on a Contract Site does not meet this Scope of Work, Contract Administrator 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 Contract Administrator.

I. PAYMENTS WITHHELD

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

- 1) Work required in the Specifications which is defective, incomplete, or not performed.
- 2) Staffing not provided as required under this Scope of Work 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 subcontractors for materials or labor.
- 5) A reasonable doubt that this 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 this Contract, allowing for City approved adjustments if any. Invoices shall be submitted to the Contract Administrator or designee, at the address specified on the Purchase Order(s).

The Contractor shall submit an invoice to the Contract Administrator 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 Schedule of Task Costs and Pricing Pages (see Section AA of this Exhibit B)

Any invoices for payment related to Extraordinary Labor shall include the location the work was performed and attach the written authorization from the Contract Administrator approving the Extraordinary Labor. Failure to submit the required information 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.

The invoice shall include the Monthly Pesticide Use Report (see Section F, Subsection 4.n., Use of Chemicals, of this Exhibit B).

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 or until a weather-based controller is installed).

RECLAIMED WATER:

Reclaimed water is used to irrigate the landscaped areas in this Contract. The Contractor is required to adhere to all rules and regulations for reclaimed water use in the City.

In accordance with the Regional Water Quality Control Board, the on-site Field Supervisor must have a Recycled Water Site Supervisor Certification. In addition, the City requires the Irrigation Specialist to possess the same certification. The Contractor must possess the certification prior to submitting their proposal and provide within ten (10) business days from the date on the Notice to Proceed letter.

The County Department of Health conducts quarterly inspections of all faucets and sprinkler heads and checks for compliance with recycled water regulations.

L. IRRIGATION WATER - COSTS

The City shall bear all the costs for water used in the maintenance of the Contract Sites 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, once a week the Contractor shall thoroughly inspect the operation of the system for any malfunction. The Contractor shall advise the Contract Administrator within 24 hours of any malfunctions.

The Contractor shall maintain all sprinkler systems in such a way as to guarantee proper coverage and full working capability and shall make whatever adjustments may be 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, or detrimental seepage into existing underground improvements or structures. The cost of wasted water may be charged to Contractor as explained Sections K-M of this Exhibit B.

Irrigation shall be performed as follows:

- a. Landscaped improved banks and slopes shall be irrigated Monday through Thursday 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.
- d. During the hot summer months (June, July, August, and September), Contract Sites without irrigation systems will need water provided by a Water Truck. For example: water is turned off at Morena/Balboa, the trees will need water; main break or construction in La Jolla resulting in no water for medians, a water truck is needed.

The Contractor shall comply, at all times, with the current level of the Emergency Water Regulations (see San Diego Municipal Code section 67.38) and any adopted City policies or procedures with respect to water usage or irrigation, as amended from time to time. The Contractor must obtain prior written approval from the Contract Administrator before exceeding any applicable water regulations.

When excessive use or waste of irrigation water results from the Contractor's or any subcontractor'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 Contract Sites shall be pruned as required to maintain plants in a healthy and growing condition; to maintain plant growth within reasonable bounds; and to prevent encroachment of passageways, walks, streets, view of signs, or in any manner deemed objectionable by the Contract Administrator. Dead or damaged limbs shall be removed with sharp pruning tools, with no stubs remaining. Any pruning cut which exceeds 2" in diameter shall be sealed with an approved pruning paint when required by the Contract Administrator. 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 Contract Administrator. The Contractor shall not shear, hedge, or severely prune plants, unless authorized by the Contract Administrator. Contractor shall perform any and all corrective pruning methods to all plant materials as directed by the Contract Administrator, including, but 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. The Contractor shall not use growth regulators.

3. Tree Maintenance

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 Contract Administrator. Replacement shall be made by the Contractor in the kind and size of tree determined by the Contract Administrator. 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 Contract Administrator, using the latest International Society of Arboriculture (I.S.A.) guidelines for value determination.

- a. 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.
- b. Tree ties shall be inspected regularly to ensure against girdling and abrasion.
- c. Trees and shrubs that are uprooted or broken due to storms, regardless of size, shall be placed upright immediately, if possible. If this is not possible, the damaged tree or shrub 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.
- d. Contractor shall remove all sucker growth.

4. Fertilization

The Contractor shall inform the Contract Administrator at least 48 hours before beginning any fertilization and shall have previously submitted a Safety Data Sheet (SDS), schedule of application showing the Contract 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 of this Exhibit B.

Fertilizer shall be delivered to the Contract Site only in the original unopened containers bearing the manufacturer's guaranteed analysis. Damaged packages will not be accepted. The Contractor shall furnish the Contract Administrator 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 certificate and invoice to be retained by the City and the Contractor's copy must be signed by the Contract Administrator, on site, before any material may be used.

The Contractor may not begin the actual application until complying with the obligations in the preceding paragraph.

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 shrubs, vines, groundcovers, and trees as specified Acceptable complete fertilizers include, but are not limited to:

Best Turf Supreme 16-6-8, Poly Supreme 23-5-10, Best Nitra King 21-2-4 with 2% iron, Milorganite (Organic)

Contractors shall include in their proposal's material costs for the following specified fertilizer products (in a cost-per-bag basis):

- J.R. Simplot or Best Turf Supreme 16-6-8. One (1) time per year in March (Weekly/Biweekly and Monthly sites only (202 bags)
- Best Nitra King 21-2-4. One (1) time per year in October (Weekly/Biweekly and Monthly sites only (156 bags)
- Best Triple Pro 15-15-15. One (1) time per year in July Weekly/Biweekly sites only (53 bags)

The Contractor's materials costs in its proposal shall reflect these specified fertilizers. The Contract Administrator reserves the right and authority to specify alternative fertilizer materials. No changes in fertilizer materials shall be utilized without written approval from the Contract Administrator prior to the fertilizer application.

As deemed necessary by the Contract Administrator 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 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 to achieve an even green. If fertilization results are patchy, Contractor shall immediately apply remedial fertilizer.

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.

The term "removed" as used in this subsection 5 means complete removal of all weed growth. For the purpose of this subsection, a weed will include any undesirable or misplaced plant. Weeds shall be controlled by manual, mechanical, or chemical methods.

The Contract Administrator may restrict the use of chemical weed control in certain areas of Contract Sites or the entirety of Contract Sites.

Center island maintenance shall include the removal of weeds 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 Contract Administrator within four days of when any 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 Contract Administrator, 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 Contract Administrator. 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 State of 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 State Department of Food and Agriculture and submit to the Contract Administrator within 30 days of expiration a copy of the new valid certificate.

7. Replacement of Plant Material

The Contractor shall notify the Contract Administrator within four 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 Contract Administrator.
- b. In order 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 Contract Administrator. 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:

arctotheca, osteospermum, trailing gazania and lantana, ivy, trachelospermum, baccharis, and varieties of ice plant and myoporum.

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 Contract Administrator. Edging is to be completed as specified in the Service Frequencies Schedule and shall include all fixtures (e.g., fire hydrants, manhole covers, meter boxes, valve boxes, quick couplers, and 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 Contract Administrator for the health of the planting and the appearance of the Contract Site.

d. Replanting

Replanting will be required to maintain the continuity of the groundcover area, and replacements shall be as approved by the Contract Administrator, according to Section M, Subsection 7, Replacement of Plant Material, of this Exhibit B.

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, nonhazardous, and useable condition at all times. The Contractor shall remove fecal matter, stones, glass, paper, leaves, twigs, and all other debris from paved areas. Debris should not be blown off of the median but collected and removed. Any damage or repairs required shall be reported within 24 hours of their discovery to the Contract Administrator. See Service Frequencies Schedule.

b. **Repair of Damage or Malfunction**

Damage to or malfunction of any facility not specifically provided for in this Contract shall be reported within 24 hours of its discovery to the Contract Administrator.

10. Inspection

The Contractor shall provide comprehensive ongoing inspection of the Contract Sites. The comprehensive inspection shall be performed by the Field Supervisor who shall provide the Contract Administrator with a written punch list by the end of the day on Monday of 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 Scope of Work.

The City will inspect the work area to ensure that maintenance is adequate and that all work complies with this Scope of Work. Discrepancies and deficiencies will be noted on Field Inspection Notice (FIN) and shall be corrected within the time frame specified in the FIN. If the Contractor fails to take corrective action within the noted time frame on the FIN, the City may withhold payment, proceed with termination of this Contract, or both.

11. Site Inspection and Turnover

- a. Approximately 30 days prior to the end of the Contract Term, the Contract Administrator will inspect the Contract Sites with Contractor to ensure that sites are turned over at the end of the Contract Term in a condition that conforms to the Contract Scope of Work. 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 Contractor in writing. The City shall be the sole judge as to what constitutes a deficiency. The Contractor shall correct all deficiencies noted by the end of the Contract Term. If the Contractor fails to correct the noted deficiencies and turns over the Contract Sites in an unacceptable condition, as determined by the Contract Administrator, the City will correct the deficiencies that remain. All costs incurred by the City to correct deficiencies will be deducted from the Contractor's final payment. The City shall be the sole judge as to what constitutes a reasonable cost for work authorized.
- b. Approximately ten days after commencing work, the Contractor shall tour Contract Sites with the Contract Administrator. The Contract Administrator 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 this Contract Scope of Work 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 Development Services Department Traffic Control Counter (619) 446-5022. The required written notice must be filed with the City of San Diego Development Services Department Traffic Control Counter prior to commencing work in the impacted area.

N. CONTRACT SITES

The sites to be maintained under the terms of this Contract, collectively referred to as the “Contract Sites” and individually as a “Contract Site,” include Medians, Rights-of-Way, Slopes, Streets, Brow Ditches, Gutters and Curbs, and other specified areas throughout the Gas Tax Median Maintenance Program, as specified in this Section N. The Contract Sites are divided into categories as described below:

1. **CATEGORY I:** Street Medians Landscaped with Trees, Shrubs, and Groundcover (Weekly Sites)
2. **CATEGORY IA:** Street Medians Landscaped with Trees, Shrubs, and Groundcover (Biweekly Sites)
3. **CATEGORY IB:** Street Medians Landscaped with Trees, Shrubs, and Groundcover (Monthly Sites)
4. **CATEGORY IC:** Non-Irrigated Street Medians Landscaped with Trees, Shrubs, and Groundcover (Bimonthly Sites)
5. **CATEGORY II:** Stamped Concrete/Hardscape Medians (Weekly Sites)
6. **CATEGORY II A:** Stamped Concrete/Hardscape Medians (Biweekly Sites)
7. **CATEGORY II B:** Stamped Concrete/Hardscape Medians (Monthly Sites)
8. **CATEGORY II C:** Stamped Concrete/Hardscape Medians (Bimonthly Sites)
9. **CATEGORY III:** Gutters (Weekly Sites)
10. **CATEGORY IIIA:** Gutters (Biweekly Sites)
11. **CATEGORY IIIB:** Gutters (Monthly Sites)
12. **CATEGORY IIIC:** Gutters (Bimonthly Sites)
13. **CATEGORY IV:** Street Sweep areas (Biweekly Sites)

The Contract Sites are as follows:

I. WEEKLY SITES

Category I: Street Medians Landscaped with Trees, Shrubs and Ground Cover

Category II: Stamped Concrete/Hardscape Medians

Category III: Gutters

- Balboa Avenue – 1-5 to I 805
- Waring Road – Camino Rico to I-8, including triangle to Zion.
- Mission Gorge Road – at Zion to Greenbrier

II. BIWEEKLY SITES

Category IA: Street Medians Landscaped with Trees, Shrubs, and Groundcover

Category IIA: Stamped Concrete/Hardscape Medians

Category IIIA: Gutters

Category IV: Street Medians to be swept with Ride-On Mobile Street Sweeping Equipment

- La Jolla Parkway – northwest triangle at La Jolla Shores Dr., medians at School Access Rd, Hidden Valley, Ardath Road and Torrey Pines Road. Does not include Fire Station.
- Imperial/Marketplace – Center medians in front of Home Depot
- Navajo Road – SR -125 to Waring
- Montezuma Road – Fairmount to Campanile
- Palm Avenue – Saturn West to 14th/Imperial Beach border
- Adobe Falls Road – East of Waring Road, east and west sides of street including bowl area.
- Jackson Drive – Navajo to Lake Murray
- Park Blvd. – Presidents Way to Morley Field Dr.
- I-15 Corridor – All side medians (on east side), Terrace/Central and (on west side), 40th St. from Adams to Landis
- I-15 Corridor Overpasses – Adams, Monroe, Meade, University, Wightman, North Side Orange and Landis walkways from Terrace/Central over the I-15 (University and El Cajon Boulevard) are NOT included.
- Adams Park and Ride – North and South ROW at Adams and Terrace Dr.
- Ridgeway Circle – Cul-de-sac east of Marlborough
- Mission View – Canterbury Dr. at Palisades Rd.
- Market Street – I-15 west to 33rd St.
- Imperial Avenue – Center Medians 47th to 49th and 61st to Flicker St.
- South Euclid – side median, east side Imperial to Trinidad Way
- North Euclid at 54th Street – Center and side medians Marilou Rd. to Elm St.
- 36th Street Bridge – East side ROW between Imperial Ave. North to Market St. and west side ROW from Imperial Ave. to K St., including Tompkins St.; Island Ave. to Market St.
- Ingraham – (West Mission Bay Drive Bridge to Crown Point Drive)
- West Mission Bay Dr. – (Mission Blvd. to Sea World Drive Interchange)
- Sea World Drive K Rail- (K Rail adjacent from Sea World Way to Sunset Cliffs Blvd. Bridge)
- 4th Ave –SE Corner of Fourth and Ash, NW Corner of Fourth and Ash, NW Corner of Fourth and Cedar, SW Corner of Fourth and Cedar, NW Corner of Fourth and Elm, NW Corner of Fourth and Fir, NE Corner of Fourth and Fir, NW Corner of Fourth and Grape, NE Corner of Fourth and Grape, SE Corner of Fourth and Grape, NW Corner of Fourth and Hawthorn, NE Corner of Fourth and Hawthorn, SE Corner of Fourth and Hawthorn, NW Corner of Fourth and Juniper, SW Corner of Fourth and Kalmia, NE Corner of Fourth and Kalmia, NW Corner of Fourth and Laurel, NE Corner of Fourth and Maple, SW of Fourth and Nutmeg, NE of Fourth and Nutmeg, NE of Fourth and Olive, NE of Fourth and Palm, NW of Fourth and Palm, NW of Fourth and Spruce, SW of Fourth and Thorn

- 5th Ave–NE of Fifth and A, SW of Fifth and A, NE of Fifth and Cedar, SE of Fifth and Elm, NE of Fifth and Elm, NW of Fifth and Elm, NE of Fifth and Fir , NW of Fifth and Fir, SW of Fifth and Grape, NW of Fifth and Grape, SW of Fifth and Hawthorn, NW of Fifth and Hawthorn, NE of Fifth and Hawthorn, SE of Fifth and Ivy, SW of Fifth and Juniper , NW of Fifth and Juniper, NE of Fifth and Juniper , SW of Fifth and Kalmia, NW of Fifth and Kalmia, NW of Fifth and Laurel, SW of Fifth and Laurel, NE of Fifth and Laurel , NW of Fifth and Maple, SW of Fifth and Nutmeg, NW of Fifth and Nutmeg, SW of Fifth and Olive, NW of Fifth and Palm, NE of Fifth and Palm, NE of Fifth and Quince, SE of Fifth and Redwood, SW of Fifth and Spruce, NW of Fifth and Spruce, NE of Fifth and Spruce, SW of Fifth and Spruce, NE of Fifth and Thorn, SW of Fifth and Thorn, NE of Fifth and Thorn, SE of Fifth and Upas, SW of Sixth and Grape, SW of Sixth and Nutmeg, NW of Sixth and Nutmeg

III. MONTHLY SITES

CATEGORY IB: Street Medians Landscaped with Trees, Shrubs, and Groundcover

CATEGORY IIB: Stamped Concrete/Hardscape Medians

CATEGORY IIIB: Gutters

- La Jolla Boulevard
- Turquoise St. to Loring St, includes triangle median at Turquoise St.
- North Harbor Dr. – ROW west side Lanning Rd. to Nimitz Blvd. and ROW west side bridge south of Lanning Rd.
- North Torrey Pines Road – North Torrey Pines Rd. to Torrey Pines
- Scenic Dr. Torrey Pines Road – Two center medians at Pottery Park
- Driveway Sorrento Valley Road – 11339 Sorrento Valley Rd. to Carmel Mt. Rd.
- La Jolla Village Drive – Genesee Ave. to Towne Center Dr.
- Nobel Drive – Genesee Ave. to Towne Center Dr.
- Lombard Place – North of Nobel at the shopping center
- Regents Road – Lahitte Ct. to Governor Dr, curb to drainage ditch Balboa Avenue/Pacific Beach – Morrell St. to Soledad Mt. Rd. Grand Avenue – Mission Blvd. to Figueroa
- Mission Boulevard – Two center medians West Mission Bay Dr. to San Fernando Pl.
- Catalina Boulevard – Talbot St. to Rosecroft Ln. (West side only)
- 12th Avenue/Park Boulevard –C St. to Presidents Way
- Sunset Cliffs – West Point Loma Blvd. to Nimitz Foothill Boulevard – Corner at Fanuel St.
- Mira Mesa Park and Ride
- I-15 at Mira Mesa Boulevard east of Best Buy
- Morena/Balboa Interchange – 4 sides of interchange and Balboa Ave. under bridge Morena Crossroads – Morena Blvd. at Linda Vista Rd. and medians north at Morena/West Morena and Cushman Pl.
- Genesee Avenue – Derrick to Mt. Herbert

- Clairemont Mesa Boulevard – Genesee to I-15 and side medians Onondaga to Kleefield
- Camino de la Reina – Mission Center Rd. to Camino de la Siesta
- Fairmount Avenue – South of I-8 to Camino Del Rio
- South Mission Center Road at Friars – 4 sides of interchange
- Mt. Abernathy – Balboa Avenue. to Chateau Dr.
- Lake Murray Boulevard Center and side medians Dallas to Navajo, to San Carlos & Beaver Lake Drive
- Thorn Street – 33rd Street to Felton Street
- Del Cerro east and west-
- Sea World Drive Interchange and ROW
- San Carlos Drive – Lake Murray to Bisby Lave Ave.
- Parkridge Boulevard – Navajo to Wandermere Dr. Del Cerro Boulevard – Trinity to Madra College Avenue – I-8 to Rockhurst
- Mission Gorge Road – Princess View to Golfcrest
- Lake Ashmere – East Lake Dr., west of SR -125
- University Avenue – Shiloh to College
- College Avenue – 94 to University
- College Avenue – Rockhurst to Camino Rico
- San Ysidro – Center medians 650 San Ysidro Blvd. east to Beyer Rd. North and south sides of San Ysidro Blvd. from I-805 to Border Village Rd.
- Del Sol Boulevard – Center median Del Sur Blvd. east to Picador Blvd. Palm Avenue – Center medians Picador/Beyer west to Lanao
- Siempre Viva – West of Britannia, in front of RCP Block and Brick

IV. BIMONTHLY SITES

CATEGORY IC: Non-Irrigated Street Medians Landscaped with Trees, Shrubs, and Groundcover

CATEGORY II C: Stamped Concrete/Hardscape Medians

CATEGORY IIIC: Gutters

- Soledad Mountain Road – Beryl St. to Soledad Rancho
- Governor Drive – North Right of Way Edmonton to Panel Torrey Pines Road – Caminito Del Cid to Dunaway Dr.
- Chatsworth Avenue – 1515 Chatsworth Ave. to Garrison St.
- Pacific Beach Drive – Kendall St. to Jewell St.
- Menlo Avenue – Thorn St. to Quince St.
- Euclid/Imperial – Southwest corner with tree wells
- Euclid at Groveland – ROW at Groveland
- Fairmount Avenue – East and west side Home Avenue to Ridgeview
- Sorrento Valley Boulevard – North and South ROW 4245 Sorrento Valley Blvd. to Sea Mist Dr.
- Frankfort Street – Morena Blvd north to Tonopah St. and Lister north to Jellett St.

- Linda Vista Road – Baltic to Markham
- Morena Boulevard – East side slope from Balboa Ave. to Avati Dr.
- Governor Drive – Landscaped medians, Agee St. to west of Stresemann St.
- Mission Village Road – East and west ROW 10' from curb Ronda Ave. to Friars Rd. Streamview Drive – Lynn St. to Gayle St.
- 54th Street – Slope west side ROW, south of bus stop to Lea St. access at Wightman (top of slope)
- 54th Street – Center and side medians Euclid Ave. to Streamview Dr.
- Orange Avenue – 54th St. at 54th Pl.
- Navajo Road at Waring – Corner ROW Waring to Margerum Ave.
- Navajo Road ROW – Boulder Lake and Cowles Mt. Rd.
- Princess View Drive – tree planter boxes south Mission Gorge Rd.
- Rockhurst Drive – Madra to College
- Elmhurst Avenue – Madra to Calvin Way
- University Avenue ROW – 50 cement tree planters at north side from 58th to 60th and sloped area curb to access road

O. SERVICE FREQUENCIES SCHEDULE

Category I: Street Medians Landscaped with Trees, Shrubs, and Groundcover (Weekly)

Supervisory Inspection	The Field Supervisor shall inspect all areas under the Contract weekly and submit a written punch list of deficiencies. All major problems shall be reported to the Contract Administrator within 24 hours.
Irrigation Inspection	Weekly, 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 Contract Administrator.
Maintenance & Repair of Irrigation Systems	As needed, to ensure proper operation of irrigation systems.
Litter Removal	Once a week, to keep areas litter free.
Weed Removal	Once a week to maintain areas in a weed free condition.

Pruning/Edging Shrubs & Groundcover	Once every week, 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. Edge along curbs, sidewalks, around sprinkler heads, and all fixtures. All sucker growth is to be removed as it appears. All edging must be perpendicular to the hard surface and not removed from it. Chemical edging is unacceptable.
Fertilization – Complete	Three times a year, in March, July and October, 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 Contract Administrator to replace plant material damaged or killed due to Contractor's negligence.

Category I A: Street Medians Landscaped with Trees, Shrubs, and Groundcover (Biweekly)

Supervisory Inspection	The Field Supervisor shall inspect all areas under the Contract once every other week and submit a written punch list of deficiencies. All major problems shall be reported to the Contract Administrator within 24 hours.
Irrigation Inspection	Once, every other 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 every other week to the Contract Administrator.
Maintenance & Repair of Irrigation Systems	As needed, to ensure proper operation of irrigation systems.
Litter Removal	Once every other week, to keep areas litter free.

Hand watering	4 th & 5 th Avenue (BMP medians) hand water once every other week, to promote healthy plant material
Weed Removal	Once every other week, to maintain areas in a weed free condition.
Pruning/Edging Shrubs & Groundcover	Once every other week, 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. Edge along curbs, sidewalks, around sprinkler heads, and all fixtures. All sucker growth is to be removed as it appears. All edging must be perpendicular to the hard surface and not removed from it. Chemical edging is unacceptable.
Fertilization - Complete	Three times a year, in March, July and October, 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 Contract Administrator to replace plant material damaged or killed due to Contractor's negligence.

Category I B: Street Medians Landscaped with Trees, Shrubs, and Groundcover (Monthly)

Supervisory Inspection	The Field Supervisor shall inspect <u>all</u> areas under the Contract a minimum of <u>once a month</u> and submit a written punch list of deficiencies. All major problems shall be reported to the Contract Administrator within 24 hours.
Irrigation Inspection	Once a month 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 to the Contract Administrator.

Maintenance & Repair of Irrigation Systems	As needed, to ensure proper operation of irrigation systems.
Litter Removal	Once a month, to keep areas litter free.
Weed Removal	Once every month, to maintain areas in a weed free condition.
Pruning/Edging Shrubs & 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. Edge along curbs, sidewalks, around sprinkler heads, and all fixtures. All sucker growth is to be removed as it appears. All edging must be perpendicular to the hard surface and not removed from it. Chemical edging is unacceptable.
Fertilization - Complete	Two times a year in March and October 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 Contract Administrator to replace plant material damaged or killed due to Contractor's negligence.

Category IC: Non-Irrigated Street Medians Landscaped with Trees, Shrubs, and Groundcover (Bimonthly)

Supervisory Inspection	The Field Supervisor shall inspect <u>all</u> areas under the Contract once every two months and submit a written punch list of deficiencies. All major problems shall be reported to the Contract Administrator within 24 hours.
Litter Removal	Six times a year (Jan., March, May, July, Sep., and Nov.) to maintain areas in a litter/debris free condition. All litter removal must be completed by last working day of the months listed above.

Weed Removal	Six times a year (Jan., March, May, July, Sep., and Nov.) to maintain areas in a weed free condition.
Pruning/Edging Shrubs & Groundcover	Six times a year (Jan., March, May, July, Sep., and Nov.) 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. Edge along curbs, sidewalks, around sprinkler heads, and all fixtures. All sucker growth is to be removed as it appears. All edging must be perpendicular to the hard surface and not removed from it. Chemical edging is unacceptable.
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 Contract Administrator to replace plant material damaged or killed due to Contractor's negligence.

Category II: Stamped Concrete/Hardscape Medians (Weekly)

Supervisory Inspection	The Field Supervisor shall inspect <u>all</u> areas under the Contract weekly and submit a written punch list of deficiencies. All major problems shall be reported to the Contract Administrator within 24 hours.
Litter Removal	Once a week, to keep areas litter free.
Weed Removal	Weekly, to maintain areas in a weed free condition.
Sweeping – Stamped Concrete	Weekly to keep areas free of dirt, leaves and other debris. Blowers may be used in a responsible manner. Dirt, dust and debris shall be controlled, blown into a pile and removed from the site by the Contractor

Category II A: Stamped Concrete/Hardscape Medians (Bi-weekly)

Supervisory Inspection	The Field Supervisor shall inspect <u>all</u> areas under the Contract once every two weeks and submit a written punch list of deficiencies. All major problems shall be reported to the Contract Administrator within 24 hours.
Litter Removal	Once every two weeks, to keep areas litter free.
Weed Removal	Once every two weeks, to maintain areas in a weed free condition.
Sweeping – Stamped Concrete	Once every two weeks, to keep areas free of dirt, leaves and other debris. Blowers may be used in a responsible manner. Dirt, dust and debris shall be controlled, blown into a pile and removed from the site by the Contractor

Category II B: Stamped Concrete/Hardscape Medians (Monthly)

Supervisory Inspection	The Field Supervisor shall inspect <u>all</u> areas under the Contract a minimum of once per month and submit a written punch list of deficiencies. All major problems shall be reported to the Contract Administrator within 24 hours.
Litter Removal	Once a month, to keep areas litter free.
Weed Removal	Once a month, to maintain areas in a weed free condition.
Sweeping – Stamped Concrete	Once a month, to keep areas free of dirt, leaves and other debris. Blowers may be used in a responsible manner. Dirt, dust and debris shall be controlled, blown into a pile and removed from the site by the Contractor.

Category II C: Stamped Concrete/Hardscape Medians (Bimonthly)

Supervisory Inspection	The Field Supervisor shall inspect <u>all</u> areas under the Contract bi-monthly and submit a written punch list of deficiencies. All major problems shall be reported to the Contract Administrator within 24 hours.
Litter Removal	Bi-monthly, to keep all areas litter free.
Weed Removal	Every other month, to maintain areas in a weed free condition.
Sweeping – Stamped Concrete	Every other month, to keep areas free of dirt, leaves and other debris. Blowers may be used in a responsible manner. Dirt, dust, and debris shall be controlled, blown into a pile and removed from the site by the Contractor

Category III: Gutters (Weekly)

Supervisory Inspection		The Field 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 Contract Administrator within 24 hours.
Litter Removal		Once a week, to keep areas litter free.
Weed Removal		Once a week, to maintain areas in a weed free condition.
Sweeping – Gutters		Once a week, to keep areas free of dirt, leaves and other debris. Blowers may be used in a responsible manner. Dirt, dust, and debris shall be controlled, blown into a pile and removed from the site by the Contractor.

Category III A: Gutters (Bi-weekly)

Supervisory Inspection	The Field Supervisor shall inspect <u>all</u> areas under the Contract a minimum of <u>once every other week</u> and submit a written punch list of deficiencies. All major problems shall be reported to the Contract Administrator within 24 hours.
Litter Removal	Once every other week, to keep areas litter free.
Weed Removal	Once every other week, to maintain areas in a weed free condition.
Sweeping - Gutters	Once every other week, to keep areas free of dirt, leaves and other debris. Blowers may be used in a responsible manner. Dirt, dust, and debris shall be controlled, blown into a pile and removed from the site by the Contractor.

Category III B: Gutters (Monthly)

Supervisory Inspection	The Field Supervisor shall inspect <u>all</u> areas under the Contract a minimum of once a month and submit a written punch list of deficiencies. All major problems shall be reported to the Contract Administrator within 24 hours.
Litter Removal	Once a month, to keep areas litter free.
Weed Removal	Once a month, to maintain areas in a weed free condition.
Sweeping - Gutters	Once a month, to keep areas free of dirt, leaves and other debris. Blowers may be used in a responsible manner. Dirt, dust and debris shall be controlled, blown into a pile and removed from the site by the Contractor.

Category III C: Gutters (Bimonthly)

Supervisory Inspection	The Field Supervisor shall inspect <u>all</u> areas under the Contract every other month and submit a written punch list of deficiencies. All major problems shall be reported to the Contract Administrator within 24 hours.
Litter Removal	Every other month, to keep areas litter free.
Weed Removal	Every other month, to maintain areas in a weed free condition.
Sweeping - Gutters	Every other month, to keep areas free of dirt, leaves and other debris. Blowers may be used in a responsible manner. Dirt, dust and debris shall be controlled, blown into a pile and removed from the site by the Contractor.

Category IV: Gutters (Biweekly)

Street Sweeping	Every other week, street medians to be swept with mobile ride on street sweeper to a condition with minimal debris, trash, sediment or other contaminants left on the roadway or median.
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P. ESTIMATED HOURS

City staff estimates over 29,120 annual hours are required to fulfill all routine task frequencies required by this Contract. The hours and material costs listed in this Section P and Section Q, below, are estimates required to accomplish tasks in a satisfactory manner. Contractor shall recognize that all hours listed on Schedule of Task Costs and Pricing Pages are based on historical data and observation by City staff.

Q. MATERIALS

Contractor must be able to verify any and 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.

It is recommended that Contractor include any and all material costs including irrigation, weed control, litter control, fertilization, dumping, etc., on the Schedule of Task Costs and Pricing Pages.

The City 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 using quick coupler valves and hoses on those areas with drip irrigation systems. The Contract Administrator shall specify which complete and organic fertilizers shall be applied. Specific fertilizer type/brand and application rates are specified in this Section R.

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

- Qty. 53 bags – Best Triple Pro 15-15-15 (weekly/biweekly sites only) July
- Qty. 156 bags – J.R. Simplot or Best Nitra King 21-2-4 with 2% iron. (Weekly/biweekly and monthly sites only) October
- Qty. 202 bags – J.R. Simplot or Best Super Turf 16-6-8. (Weekly/biweekly and monthly sites only) March

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 Contract Administrator. 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 Contract Sites 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 to maintain their natural appearance. Any mechanical hedging must be approved by the Contract Administrator.

Contract Administrator shall provide direction for performing maintenance of any and all pruning throughout the Gas Tax Median Maintenance Program 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 the as need arises. Pests that have been encountered and abated in this area previously include:

1. Scale on lantana and pine trees.
2. Snails throughout areas in the Contract Sites.
3. Gophers and ground squirrels throughout areas in the Contract Sites. All gopher mounds shall be brought back to grade when the area has been treated. Excessive soil or rocks may require removal.
4. Rats have been found nesting in plant material.
5. Bees nesting in valve boxes.
6. Ants nesting in valve boxes and irrigation controllers.
7. Snakes.

U. STAFFING REQUIREMENTS

In addition to the requirements described above in Section F, subsection 4 of this Exhibit B, Contractor shall provide the following staffing:

1. Staffing

- a. A Full-time irrigation specialist
- b. A minimum of 16 annual positions for crew employees, a full-time working Field Supervisor, and one full-time irrigation specialist, for a total of 18.

2. Supervision

At least one working Field Supervisor/Irrigation Specialist shall be on duty eight hours per day, Monday through Friday. Work hours shall be during Normal Working Hours 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:

a. Field Supervisor(s)

The contractor must have supervisors on-site at all times (may be working Field Supervisors) who can discuss contract matters with the Contract Administrator. It is highly desirable for the field supervisor to have over five years of relevant experience.

The onsite working Field Supervisor shall have a cell phone in their possession for communication with the Contract Administrator. A minimum of one 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.

b. Irrigation Specialist(s)

Irrigation Specialist(s) must have all of the following: at least three 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; ability to communicate effectively (orally and in writing) with the Contract Administrator 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.

c. Adequate Personnel

The Contractor must have personnel with the knowledge and experience performing on projects of similar size and plant pallets. The plant material(s) on Contract Sites require uncommon maintenance practices.

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 Contract Administrator.

The Contractor shall maintain a minimum of sixteen (16) full-time employees on site during Normal Working Hours. The Contract Administrator will evaluate each Contractor's time submitted with respect to each individual proposal task and overall, throughout each category. The Contractor shall ensure that these time elements meet the Contract Administrator requirements for full-time labor.

A minimum of one (1) Field Supervisor and one (1) 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 Contract Administrator, a complete list to include the full names of employees assigned to the Contract Sites. 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 Contract Administrator.

V. EQUIPMENT

The following equipment is required, (list on the “Contractor’s Statement of Available Equipment” form):

Numerous Power and Manual Tools, including 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 the use of 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 Contract Site and must not blow dirt or debris into streets or adjoining properties.

X. EXTRAORDINARY LABOR

1. The use of Extraordinary Labor for miscellaneous projects is estimated at approximately 3000 hours annually. Contractor will utilize Extraordinary Labor for additional miscellaneous projects in the Gas Tax Median Maintenance Program. 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 Contract Administrator prior to conducting the Extraordinary Labor.
2. Contractor may rent equipment necessary to complete the Extraordinary Labor. If the Contractor has the equipment to perform the Extraordinary Labor, Contractor may charge a rental fee at the current market rate for the equipment usage. If Extraordinary Labor 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 subcontractor for Extraordinary Labor, the Contractor will be authorized to apply a ten percent markup fee for all subcontractor services required. Only subcontractors listed on the Contractor’s Standards Pledge of Compliance, Section K. Statement of Subcontractors & Supplier, and approved by Purchasing and Contracting Department may be used. Contractor or an approved subcontractor will be compensated for additional debris removal resulting from Extraordinary Labor, if approved by the Contract Administrator.

Some examples of Extraordinary Labor 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 Standards Pledge of Compliance, Section K. Statement of Subcontractors & Supplier.
- Bee nest removals (if not on Contractor's staff, they must be included in the Standards Pledge of Compliance, Section K. Statement of Subcontractors & Supplier).
- 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 not on Contractor's staff, they must be included in Standards Pledge of Compliance, Section K. Statement of Subcontractors & Supplier).
- Replace irrigation controllers and irrigation cabinets. |

The following shall be considered Extraordinary Labor:

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 in the Gas Tax Median Maintenance Program 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 Contract Term. Any and all changes must be approved in advance and in writing by the Contract Administrator.

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/ea
Tree /Shrub – 36" Box	12 hours/ea
Tree/Shrub – 48" Box	24 hours/ea

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 Contract Administrator 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 Schedule of Task Costs and Pricing Pages.

Except as described above in this Section 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 Schedule of Task Costs and Pricing Pages. All repairs must be pre-approved by the Contract Administrator.

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. Contractor shall not be compensated for irrigation parts or labor not in conformance with the existing irrigation system. Any deviation must be approved in writing by the Contract Administrator prior to performing the work.

<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		0.25 hour

Does not include screw on shrub heads		
Replace solenoid or bleed plug		0.25 hour

3. Extraordinary Labor for Graffiti

Contract shall address graffiti within 48 hours of receiving notice of such graffiti or discovering the graffiti, whichever occurs first. The Contractor shall notify the Contract Administrator 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 Contract Administrator 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 Contract Administrator.

Y. SUBCONTRACTORS

During the Contract Term, functions or tasks may arise which require the need for professional services associated with the maintenance of the Gas Tax Median Maintenance Program. These functions or tasks may require license(s), certification(s), permit(s), etc. The Contractor shall list any and all subcontractors on the Standards Pledge of Compliance, Section K. Statement of Subcontractors & Supplier. Requests must be submitted in advance for changes or additions to the subcontractor's list and must be approved and incorporated into the Contract by the Purchasing and Contracting Department. Copies may be required upon request. Subcontractors include but are not limited to the following disciplines:

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

Z. PERFORMANCE BOND

Contractor shall be required to furnish the City of San Diego with a surety bond 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 annual Contract amount, conditional for the performance of the Contract. Using Exhibit E, the performance bond shall be submitted to Purchasing & Contracting within ten (10) days of request. The bond shall be maintained by the Contractor in full force and effect during the entire period of performance

under the Contract. Failure to do so shall be cause for termination of the Contract. Refer to Article VIII of Exhibit B, City's Contracting Term's and Provisions for additional information.

The City shall reimburse the Contractor for the cost of the annual performance bond, at cost. The Contractor must provide the City proof of cost in the form of the surety's invoice. The annual performance bond reimbursement is not subject to any price increases through the duration of the contract. No other performance bond cost shall be permitted.

AA. SCHEDULE OF TASK COSTS AND PRICING PAGES

1. Proposers are required to submit their proposal prices on the City's Schedule of Task Costs and Pricing Pages. The Schedule of Task Costs and Pricing Pages must be completed in full. Only the City's Schedule of Task Costs and Pricing Pages will be accepted. Any deviations from the City's Schedule of Task Costs and Pricing Pages may be considered non-responsive and unacceptable.

It is the City's intent to award this solicitation to a single contractor. The estimated hours provided by the City are not guaranteed. The quantities may vary depending on the demands of the City. Any variations from these estimated quantities shall not entitle the Contractor to an adjustment in the unit price or to any additional compensation and in no case shall exceed \$3 million without City Council approval. Proposer shall complete the City's Schedule of Task Costs and Pricing Pages in their entirety to be considered responsive. The prices stated on the City's Schedule of Task Costs and Pricing Pages shall be submitted as a flat rate for performance of all specifications in this solicitation; fully burdened, firm, fixed price, shall include the complete service and material, and be inclusive of any and all related charges and costs, including, but not limited to, labor (in accordance with the City of San Diego's Living Wage Ordinance at the most current Living Wage rate and prevailing wage, whichever is higher), cleaning materials and supplies (as specified), equipment, travel, transportation, training, overhead, administrative costs, profit, etc. The City shall evaluate pricing for this solicitation solely based upon proposers' submitted flat rate, as specified in the Schedule of Task Costs and Pricing Pages below.

Unit prices shall be based on the unit of measure (u/m) as specified on the Schedule of Task Costs and Pricing Pages. Any changes to the unit of measure made by the proposer may be cause for the item to be rejected as non-responsive. "N/A" should be used for any areas of the Schedule of Task Costs and Pricing Pages that are not applicable. Blanks on the Schedule of Task Costs and Pricing Pages will be interpreted as zero (0), and no price will be allowed.

2. Instructions

The Contractor shall submit a one-time total cost for labor and materials for each of the tasks to be performed in each of the Contract Sites under this Contract. The Contractor must enter an estimate of the hours to perform the task one-time and the hourly labor rate. The labor cost (to accomplish the specified task one time) is the estimated hours multiplied by the labor rate. Then add the Materials Cost to the Labor Cost for the total cost for performing the task one time. The Annual Cost is the Total One-Time Cost multiplied by the Annual Frequency.

Example of how Schedule of Task Costs and Pricing Pages must be completed:

Task	Est. Hours	Labor Rate	Labor Cost	Material Cost	Total One- Time Cost	Annual Frequency	Annual Cost
Litter Removal	2	\$22.55	\$44.50	\$5.75	=\$50.25	x 52	=\$2,613.00

Labor costs shall include all costs required to place and keep maintenance personnel on the job site, including but not limited to payroll and insurance costs. Material costs shall include the cost of materials plus any costs associated with transporting the materials to the job site. All material costs must be stated as such and shall not be included in the labor cost.

The Contractor may be required to justify its one-time cost based on the Contractor's estimate of reasonable time to perform specific tasks and materials required. The City reserves the right to reject any proposal when, in its opinion, the Contractor cannot perform the Contract Services in accordance with the specifications this Exhibit B.

The information in the Schedule of Task Costs and Pricing Pages, may be used to determine amounts withheld for non-performance when inspections by the City indicate a specified task was not performed.

3. Schedule of Task Costs and Pricing Pages

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TAB C – COST/PRICE PROPOSAL

AZTEC LANDSCAPING, INC.

**Category I: Street Medians Landscaped with Trees, Shrubs, and Groundcover.
(Weekly Sites) Approximately 96,919 sq. ft.**

TASK DESCRIPTION	EST HOURS	LABOR RATE	LABOR COST	MATERIAL COST		TOTAL ONE- TIME COST	ANNUAL FREQUENCY	ANNUAL COST
CATEGORY I:			Labor Rate X Est. Hours					
Supervisor Inspection	7	\$50.00	50x7= \$350.00	\$0		\$350.00	52	\$18,200.00
Irrigation Inspection	16	\$45.00	45x16= \$720.00	\$73.50		\$793.50	52	\$41,262.00
Litter Removal	8	\$43.30	43.30x8= \$346.40	\$0		\$346.40	52	\$18,012.80
Weed Removal	24	\$43.30	43.30x24= \$1,039.20	\$18.00		\$1,057.20	52	\$54,974.40
Pruning/Edging Shrubs & Groundcover	64	\$43.30	43.30x64= \$2,771.20	\$5.00		\$2,776.20	26	\$72,181.20
Fertilization – Complete	5	\$43.30	43.30x5= \$216.50	\$375.00		\$591.50	3	\$1,774.50
TOTAL PRICE PER YEAR FOR CATEGORY I:								<u>\$206,404.90</u>

NOTE: To determine the annual cost for each category, multiply the one-time task cost by the annual frequency for that task. To determine the Total Price per Year for Category I, add all task totals in the Annual Cost column.

**Category IA: Street Medians Landscaped with Trees, Shrubs, and Groundcover.
(Biweekly Sites) Approximately 761,472 sq. ft.**

TASK DESCRIPTION	EST HOURS	LABOR RATE	LABOR COST	MATERIAL COST	TOTAL ONE-TIME COST	ANNUAL FREQUENCY	ANNUAL COST
CATEGORY IA:			Labor Rate X Est. Hours				
Supervisor Inspection	29	\$50.00	50x29= \$1,450.00	\$0	\$1,450.00	26	\$37,700.00
Irrigation Inspection	40	\$45.00	45x40= \$1,800.00	\$100.00	\$1,900.00	26	\$49,400.00
Litter Removal	84	\$43.30	43.30x84= \$3,637.20	\$0	\$3,637.20	26	\$94,567.20
Weed Removal	170	\$43.30	43.30x170= \$7,361.00	\$50.00	\$7,411.00	26	\$192,686.00
Pruning/Edging Shrubs & Groundcover	205	\$43.30	43.30x205= \$8,876.50	\$5.00	\$8,881.50	12	\$106,578.00
Fertilization – Complete	38	\$43.30	43.30x38= \$1,645.40	\$3,191.00	\$4,836.40	3	\$14,509.20
TOTAL PRICE PER YEAR FOR CATEGORY IA:							<u>\$495,440.40</u>

NOTE: To determine the annual cost for each category, multiply the one-time task cost by the annual frequency for that task. To determine the Total Price per Year for Category IA, add all task totals in the Annual Cost column.

**Category IB: Street Medians Landscaped with Trees, Shrubs, and Groundcover.
(Monthly Sites) Approximately - 1,342,872 sq. ft.**

TASK DESCRIPTION	EST HOURS	LABOR RATE	LABOR COST	MATERIAL COST	TOTAL ONE-TIME COST	ANNUAL FREQUENCY	ANNUAL COST
CATEGORY I B:			Labor Rate X Est. Hours				
Supervisor Inspection	32	\$50.00	50x32= \$1,600.00	\$0	\$1,600.00	12	\$19,200.00
Irrigation Inspection	18	\$45.00	45x18= \$810.00	\$250.00	\$1,060.00	12	\$12,720.00
Litter Removal	160	\$43.30	43.30x160= \$6,928.00	\$0	\$6,928.00	12	\$83,136.00
Weed Removal	312	\$43.30	43.30x312= \$13,509.60	\$400.00	\$13,909.60	12	\$166,915.00
Pruning/Edging Shrubs & Groundcover	300	\$43.30	43.30x300= \$12,990.00	\$12.00	\$13,002.00	12	\$156,024.00
Fertilization – Complete	93	\$43.30	43.30x93= \$4,026.90	\$7,337.00	\$11,363.90	2	\$22,727.80
TOTAL PRICE PER YEAR FOR CATEGORY IB:							\$460,723.00

NOTE: To determine the annual cost for each category, multiply the one-time task cost by the annual frequency for that task. To determine the Total Price per Year for Category IB, add all task totals in the Annual Cost column.

**Category IC: Street Medians Landscaped with Trees, Shrubs, and Groundcover.
(Bimonthly sites) Approximately 497,406 sq. ft.**

TASK DESCRIPTION	EST HOURS	LABOR RATE	LABOR COST	MATERIAL COST	TOTAL ONE-TIME COST	ANNUAL FREQUENCY	ANNUAL COST
CATEGORY I C:			Labor Rate X Est. Hours				
Supervisor Inspection	8	\$50.00	50X8= \$400.00	\$0	\$400.00	6	\$2,400.00
Litter Removal	184	\$43.30	43.30x184= \$7,967.20	\$0	\$7,967.20	6	\$47,803.20
Weed Removal	276	\$43.30	43.30x276= \$11,950.80	\$500.00	\$12,450.80	6	\$74,704.80
Pruning/Edging Shrubs & Groundcover	230	\$43.30	43.30x230= \$9,959.00	\$15.00	\$9,974.00	6	\$59,844.00
TOTAL PRICE PER YEAR FOR CATEGORY IC:							<u>\$184,752.00</u>

NOTE: To determine the annual cost for each category, multiply the one-time task cost by the annual frequency for that task. To determine the Total Price per Year for Category IC, add all task totals in the Annual Cost column.

**Category II: Stamped Concrete/Hardscape Medians
(Weekly Sites) Approximately 55,184 sq. ft.**

TASK DESCRIPTION	EST HOURS	LABOR RATE	LABOR COST	MATERIAL COST	TOTAL ONE-TIME COST	ANNUAL FREQUENCY	ANNUAL COST
CATEGORY II:			Labor Rate X Est. Hours				
Supervisor Inspection	2	\$50.00	50x2= \$100.00	\$0	\$100.00	52	\$5,200.00
Litter Removal	3	\$43.30	43.30x3= \$129.90	\$	\$129.90	52	\$6,754.80
Weed Removal	4	\$43.30	43.30x4= \$173.20	\$10.00	\$183.20	52	\$9,526.40
Sweeping Stamped Concrete	4	\$43.30	43.30x4= \$173.20	\$0	\$173.20	52	\$9,006.40
TOTAL PRICE PER YEAR FOR CATEGORY II:							<u>\$30,487.60</u>

NOTE: To determine the annual cost for each category, multiply the one-time task cost by the annual frequency for that task. To determine the Total Price per Year for Category II, add all task totals in the Annual Cost column.

**Category II A: Stamped Concrete/Hardscape Medians.
(Biweekly sites) Approximately 125,989 sq. ft.**

TASK DESCRIPTION	EST HOURS	LABOR RATE	LABOR COST	MATERIAL COST	TOTAL ONE-TIME COST	ANNUAL FREQUENCY	ANNUAL COST
CATEGORY II A:			Labor Rate X Est. Hours				
Supervisor Inspection	2.25	\$50.00	\$112.50	\$0	\$112.50	26	\$2,925.00
Litter Removal	7	\$43.30	\$303.10	\$0	\$303.10	26	\$7,880.60
Weed Removal	10	\$43.30	\$433.00	\$20.00	\$453.00	26	\$11,778.00
Sweeping Stamped Concrete	14	\$43.30	\$606.20	\$0	\$606.20	26	\$15,761.20
TOTAL PRICE PER YEAR FOR CATEGORY II A:							<u>\$38,344.80</u>

NOTE: To determine the annual cost for each category, multiply the one-time task cost by the annual frequency for that task. To determine the Total Price per Year for Category IIA, add all task totals in the Annual Cost column.

**Category II B: Stamped Concrete/Hardscape Medians.
(Monthly sites) Approximately 710,862 sq. ft.**

TASK DESCRIPTION	EST HOURS	LABOR RATE	LABOR COST	MATERIAL COST	TOTAL ONE-TIME COST	ANNUAL FREQUENCY	ANNUAL COST
CATEGORY II B:			Labor Rate X Est. Hours				
Supervisor Inspection	3.5	\$50.00	50x3.5= \$175.00	\$0	\$175.00	12	\$2,100.00
• Litter Removal	24	\$43.30	43.30x24= \$1,039.20	\$0	\$1,039.20	12	\$12,470.40
• Weed Removal	24	\$43.30	43.30x24= \$1,039.20	\$40.00	\$1,079.20	12	\$12,950.40
• Sweeping Stamped Concrete	120	\$43.30	43.30x120= \$5,196.00	\$0	\$5,196.00	12	\$63,352.00
TOTAL PRICE PER YEAR FOR CATEGORY II B:							<u>\$89,872.80</u>

NOTE: To determine the annual cost for each category, multiply the one-time task cost by the annual frequency for that task. To determine the Total Price per Year for Category IIB, add all task totals in the Annual Cost column.

**Category II C: Stamped Concrete/Hardscape Medians.
(Bimonthly sites) Approximately 192,542 sq. ft.**

TASK DESCRIPTION	EST HOURS	LABOR RATE	LABOR COST	MATERIAL COST	TOTAL ONE-TIME COST	ANNUAL FREQUENCY	ANNUAL COST
CATEGORY II C:			Labor Rate X Est. Hours				
Supervisor Inspection	2.5	\$50.00	\$125.00	\$0	\$125.00	6	\$750.00
Litter Removal	14	\$43.30	\$606.20	\$0	\$606.20	6	\$3,637.20
Weed Removal	23	\$43.30	\$995.90	\$25.00	\$1,020.90	6	\$6,125.40
Sweeping Stamped Concrete	80	\$43.30	\$3,464.00	\$0	\$3,464.00	6	\$20,784.00
TOTAL PRICE PER YEAR FOR CATEGORY II C:							\$31,296.60

NOTE: To determine the annual cost for each category, multiply the one-time task cost by the annual frequency for that task. To determine the Total Price per Year for Category IIC, add all task totals in the Annual Cost column.

Category III: Gutters
(Weekly) Approximately 37,579 lin. ft.

TASK DESCRIPTION	EST HOURS	LABOR RATE	LABOR COST	MATERIAL COST	TOTAL ONE-TIME COST	ANNUAL FREQUENCY	ANNUAL COST
CATEGORY III:			Labor Rate X Est. Hours				
Supervisor Inspection	2	\$50.00	50x2= \$100.00	\$0	\$100.00	52	\$5,200.00
Litter Removal	2	\$43.30	43.30x2= \$86.60	\$0	\$86.60	52	\$4,503.20
Weed Removal	3	\$43.30	43.30x3= \$129.90	\$10.00	\$139.90	52	\$7,274.80
Sweeping Gutters	8	\$43.30	43.30x8= \$346.40	\$0	\$346.40	52	\$18,012.80
TOTAL PRICE PER YEAR FOR CATEGORY III:							\$34,990.80

NOTE: To determine the annual cost for each category, multiply the one-time task cost by the annual frequency for that task. To determine the Total Price per Year for Category III, add all task totals in the Annual Cost column.

Category III A: Gutters
(Bi-weekly) Approximately 104,657 Lin. Ft.

TASK DESCRIPTION	EST HOURS	LABOR RATE	LABOR COST	MATERIAL COST	TOTAL ONE-TIME COST	ANNUAL FREQUENCY	ANNUAL COST
CATEGORY III A:			Labor Rate X Est. Hours				
Supervisor Inspection	3	\$50.00	50x3= \$150.00	\$0	\$150.00	26	\$3,900.00
Litter Removal	6	\$43.30	43.30x6= \$259.80	\$0	\$259.80	26	\$6,754.80
Weed Removal	8	\$43.30	43.30x8= \$346.40	\$10.00	\$356.40	26	\$9,266.40
Sweeping Gutters	19	\$43.30	43.30x19= \$822.70	\$0	\$822.70	26	\$21,390.20
TOTAL PRICE PER YEAR FOR CATEGORY III A:							<u>\$41,311.40</u>

NOTE: To determine the annual cost for each category, multiply the one-time task cost by the annual frequency for that task. To determine the Total Price per Year for Category IIIA, add all task totals in the Annual Cost column.

Category III B: Gutters
(Monthly) Approximately – 232,884 lineal feet

TASK DESCRIPTION	EST HOURS	LABOR RATE	LABOR COST	MATERIAL COST	TOTAL ONE-TIME COST	ANNUAL FREQUENCY	ANNUAL COST
CATEGORY III B:			Labor Rate X Est. Hours				
Supervisor Inspection	4.5	\$50.00	50x4.5= \$225.00	\$0	\$225.00	12	\$2,700.00
Litter Removal	16	\$43.30	43.30x16= \$692.80	\$0	\$692.80	12	\$8,313.60
Weed Removal	24	\$43.30	43.30x24= \$1,039.20	\$15.00	\$1,054.20	12	\$12,650.40
Sweeping Gutters	64	\$43.30	43.30x64= \$2,771.20	\$0	\$2,771.20	12	\$33,254.40
TOTAL PRICE PER YEAR FOR CATEGORY III B:							<u>\$56,918.40</u>

NOTE: To determine the annual cost for each category, multiply the one-time task cost by the annual frequency for that task. To determine the Total Price per Year for Category IIIB, add all task totals in the Annual Cost column.

Category III C: Gutters
(Bimonthly) Approximately 74,717 lin. ft.

TASK DESCRIPTION	EST HOURS	LABOR RATE	LABOR COST	MATERIAL COST	TOTAL ONE-TIME COST	ANNUAL FREQUENCY	ANNUAL COST
CATEGORY III C:			Labor Rate X Est. Hours				
Supervisor Inspection	4	\$50.00	50x4= \$200.00	\$0	\$200.00	6	\$1,200.00
Litter Removal	2	\$43.30	43.30x2= \$86.60	\$0	\$86.60	6	\$519.60
Weed Removal	4	\$43.30	43.30x4= \$173.20	\$5.00	\$178.20	6	\$1,069.20
Sweeping Gutters	4	\$43.30	43.30x4= \$173.40	\$0	\$173.20	6	\$1,039.20
TOTAL PRICE PER YEAR FOR CATEGORY III C:							<u>\$3,828.00</u>

NOTE: To determine the annual cost for each category, multiply the one-time task cost by the annual frequency for that task. To determine the Total Price per Year for Category IIIC, add all task totals in the Annual Cost column.

Category IV: Gutters
(Bi-weekly) Approximately 27,266, lin. ft.

TASK DESCRIPTION	EST HOURS	LABOR RATE	LABOR COST	MATERIAL COST	TOTAL ONE-TIME COST	ANNUAL FREQUENCY	ANNUAL COST
CATEGORY III C:			Labor Rate X Est. Hours				
Supervisor Inspection	1.5	\$50.00	50x1.5= \$75.00	\$0	\$75.00	26	\$1,950.00
Litter Removal	2	\$43.30	43.30x2= \$86.60	\$0	\$86.60	26	\$2,251.60
Weed Removal	2	\$43.30	43.30x2= \$86.60	\$0	\$86.60	26	\$2,251.60
Sweeping Gutters	5	\$252.00	252x5= \$1,260.00	\$250.00	\$1,510.00	26	\$39,260.00
TOTAL PRICE PER YEAR FOR CATEGORY IV:							<u>\$45,713.20</u>

NOTE: To determine the annual cost for each category, multiply the one-time task cost by the annual frequency for that task. To determine the Total Price per Year for Category IIIC, add all task totals in the Annual Cost column.

Section A
Gas Tax Median Maintenance Program

Category	Est. Qty.	U/M	Description	Total Price Per Category Per Year (i.e., the "TOTAL PRICE PER YEAR" for each category above)
I	96,919	SQ. FT	Street Medians Landscaped with Trees, Shrubs Ground Cover (Weekly)	\$206,404.90
IA	761,472	SQ. FT	Street Medians Landscaped with Trees, Shrubs Ground Cover (Bi-weekly)	\$495,440.40
IB	1,342,872	SQ. FT	Street Medians Landscaped with Trees, Shrubs Ground Cover (Monthly)	\$460,723.00
IC	497,406	SQ. FT	Street Medians Landscaped with Trees, Shrubs Ground Cover (Bimonthly)	\$184,752.00
II	55,184	SQ. FT	Stamped Concrete/Hardscape Medians (Weekly)	\$30,487.60
IIA	125,989	SQ. FT	Stamped Concrete/Hardscape Medians (Biweekly)	\$38,344.80
IIB	710,862	SQ. FT	Stamped Concrete/Hardscape Medians (Monthly)	\$89,872.80
IIC	192,542	SQ. FT	Stamped Concrete/Hardscape Medians (Bimonthly)	\$31,296.60
III	37,579	LIN. FT	Gutters (Weekly)	\$34,990.80
IIIA	104,657	LIN. FT	Gutters (Bi-Weekly)	\$41,311.40
IIIB	232,884	LIN. FT	Gutters (Monthly)	\$56,918.40

Category	Est. Qty.	U/M	Description	Total Cost Per Category Per Year
IIIC	74,717	LIN. FT	Gutters (Bimonthly)	\$3,828.00
IV	27,266	LIN. FT	Street Sweeper Gutters (Biweekly)	\$45,713.20
TOTAL PRICE PER YEAR - SECTION A				<u>\$1,720,083.90</u>

**Section B
Extraordinary Labor**

Est. Qty.	U/M	Description	Cost Per Hour	Total Cost
3000	HR	Extraordinary Labor *	\$41.00	\$123,000.00
		Material costs	N/A	\$40,000
TOTAL PRICE PER YEAR - SECTION B (add the Total Cost for both rows)				<u>\$163,000.00</u>
<p>*NOTE: The cost of three thousand (3000) hours of Extraordinary Labor plus the Material costs of \$40,000 will be added to the total price for the work under the Gas Tax Median Maintenance Program to determine the overall low Bidder.</p>				
TOTAL SECTIONS A & B (add the "Total Price Per Year" from both Section A and Section B, above):				<u>\$1,883,083.90</u>

Performance Bond

Bond cost will be paid in accordance with section Z. Performance Bond and will not be considered as part of the evaluation of cost/price per the RFP Exhibit A, 3.6 Evaluation Criteria.

Annual Performance Bond Fee	\$22,657.30
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EXHIBIT C



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

ARTICLE I

SCOPE AND TERM OF CONTRACT

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

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

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

ARTICLE II

CONTRACT ADMINISTRATOR

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

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

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

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

ARTICLE III COMPENSATION

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

3.2 Invoices.

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

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

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

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

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

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

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

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

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

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

ARTICLE IV SUSPENSION AND TERMINATION

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

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

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

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

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

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

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

4.5 Contractor's Right to Payment Following Contract Termination.

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

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

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

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

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

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

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

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

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

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

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

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

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

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

ARTICLE VII INDEMNIFICATION AND INSURANCE

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

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

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

Contractor shall provide, at a minimum, the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII BONDS

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

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

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

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

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

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

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

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

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

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

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

9.1.3 Non-Discrimination Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

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

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

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

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

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

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

ARTICLE XI DISPUTE RESOLUTION

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

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

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

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

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

ARTICLE XII MANDATORY ASSISTANCE

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

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

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

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

ARTICLE XIII MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT D

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

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

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

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

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

A. BID/PROPOSAL/SOLICITATION TITLE:

LANDSCAPE MAINTENANCE & IMPROVEMENTS WITHIN THE GAS TAX MEDIAN MAINTENANCE PROGRAM
RFP 10090239-25-G

B. BIDDER/PROPOSER INFORMATION:

AZTEC LANDSCAPING, INC.

Legal Name	LEMON GROVE	DBA	
7980 LEMON GROVE WAY		CA	91945
Street Address	City	State	Zip
RAFAEL AGUILAR, CEO	(619) 464-3303	(619) 460-1106	
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.

RAFAEL AGUILAR	CEO
Name	Title/Position
SAN DIEGO, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
OVERALL OPERATIONS	
Interest in the transaction	

GENARO GARCIA	CFO
Name	Title/Position
SAN DIEGO, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
FINANCIALS	
Interest in the transaction	

RAFAEL C. AGUILAR	CFO
Name	Title/Position
EL CAJON, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
OWNER - 50%	
Interest in the transaction	

RAMON C. AGUILAR	
Name	Title/Position
JAMUL, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
OENER - 50%	
Interest in the transaction	

SUSANA MICHEL,	VICE PRESIDENT
Name	Title/Position
CHULA VISTA, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
OFFICE OPERATIONS	
Interest in the transaction	

ALEJANDRA MARTINEZ	ACCOUNTS PAYABLE
Name	Title/Position
EL CAJON, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
ACCOUNTS PAYABLE	
Interest in the transaction	

ELEAZAR BELTRAN	HR MANAGER
Name	Title/Position
SAN DIEGO, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
HUMAN RESOURCES	
Interest in the transaction	

JESSICA ANDERSON	CONTRACT COORDINATOR
Name	Title/Position
SAN DIEGO, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
PREPARING & SUBMITTING BIDS, PROPOSALS, INVOICES, AND ANY OTHER CONTRCT RELATED DOCUMENTS	
Interest in the transaction	

ELIZABETH SALAZAR	ADMINISTRATIVE ASSISTANT
Name	Title/Position
EL CAJON, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
PREPARING EXTRA WORK PROPOSALS AND INVOICING	
Interest in the transaction	

C. OWNERSHIP AND NAME CHANGES:

1. In the past five ten (5) years, has your firm changed its name?

☐ Yes ☒ No

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

2. Is your firm a non-profit?

☐ Yes ☒ No

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

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?

☐ Yes ☒ No

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

D. BUSINESS ORGANIZATION/STRUCTURE:

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

☒ **Corporation** Date incorporated: 04/19/1989 State of incorporation: CALIFORNIA

List corporation's current officers:

President:	<u>RAFAEL AGUILAR</u>
Vice Pres:	<u>GENARO GARCIA</u>
Secretary:	<u>RAMON C. AGUILAR</u>
Treasurer:	<u>RAFAEL C. AGUILAR</u>

Type of corporation: C ☐ Subchapter S ☒

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

If **Yes**, after what date: 04/19/1989

Is your firm a publicly traded corporation? ☐ Yes ☒ No

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

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

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

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

Please list the following:

	Authorized	Issued	Outstanding
--	------------	--------	-------------

a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	\$ _____
		Book	\$ _____
		Market	\$ _____

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

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

☐ **Partnership** Date formed: _____ State of formation: _____

List names of all firm partners:

☐ **Sole Proprietorship** Date started: _____

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

☐ **Joint Venture** Date formed: _____

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

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

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

Name of Bank: WELLS FARGO BANK

Point of Contact: TATIANNA GRISMORE

Address: 5600 LA TERRAZA BOULEVARD, SUITE 200, ESCONDIDO, CA 92025

Phone Number: (760) 432-5343

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.: B1981004304 Year Issued: 2025

F. PERFORMANCE HISTORY:

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

7. Performance References:

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

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

Company Name: CITY OF CHULA VISTA

Contact Name and Phone Number: ISIDORO (IZZY) HERNANDEZ, 619.954.9092

Contact Email: ISIDOROH@CHULAVISTACA.GOV

Address: 1800 MAXWELL RD, CHULA VISTA, CA 92101

Contract Date: 2019-CURRENT

Contract Amount: 5 MILLION PER YEAR

Requirements of Contract: LANDSCAPE MAINTENANCE SERVICES

Company Name: SAN DIEGO COUNTY REGIONAL AIRPORT

Contact Name and Phone Number: JAMES BERRY, 619.400.2733

Contact Email: JBERRY@SAN.ORG

Address: PO BOX 82776, SAN DIEGO, CA 92138

Contract Date: 2006-2013, 2013-2018, 2018-2024

Contract Amount: \$3,253,681.59 INCLUDING UPGRADES, \$2,255,765.59 (5-YEAR TERM)

Requirements of Contract: LANDSCAPE MAINTENANCE SERVICES

Company Name: COUNTY OF SAN DIEGO

Contact Name and Phone Number: MATTHEW SCHMID, 619.346.3785

Contact Email: MATTHEW.SCHMID@SDCOUNTY.CA.GOV

Address: 5560 OVERLAND AVE, SAN DIEGO, CA 92123

Contract Date: 2021-CURRENT (RE-AWARDED)

Contract Amount: 2024: \$697,893.68, 2025: \$731,835.04

Requirements of Contract: LANDSCAPE MAINTENANCE SERVICES

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: Cecilia's Safety Service, Inc.

Address: 1211 Distribution Way, Vista, CA 92081

Contact Name: CECILIA OSTLUND Phone: 858.793.4465 Email: CECILIA@CECILIASSAFETYSERVICE.COM

Contractor License No.: 787634 DIR Registration No.: 1000012757

Sub-Contract Dollar Amount: \$ AS NEEDED APPROX. \$20,000.00 (per year) \$ TBD (total contract term)

Scope of work subcontractor will perform: TRAFFIC CONTROL SAFETY

Identify whether company is a subcontractor or supplier: SUBCONTRACTOR

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

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit. PLEASE SEE ATTACHMENT SECTION FOR CECILIA'S PROPOSAL

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.

RAFAEL AGUILAR, CEO

Name and Title

Rafael Aguilar

Signature

1/03/2025

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.

SECTION G: COMPLIANCE QUESTION 2

- AZTEC LANDSCAPING, INC. PAID \$16.42 IN BACK WAGES DUE TO FAILURE TO PAY COVERED EMPLOYEES APPLICABLE LIVING WAGE ORDINANCE RATES
- THIS IS THE ONLY INCIDENT SINCE 2015

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.

RAFAEL AGUILAR, CEO

Print Name, Title

Rafael Aguilar
Signature

1/3/2025

Date







10090239-25-G, Landscape Maintenance & Improvements within the Gas Tax Median Maintenance Program

Final Audit Report

2025-04-08

Created:	2025-04-07
By:	Jerry Gibbs (jggibbs@sandiego.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFLncMIPYGpF3DNOIT5kMRP3qrCaaf75Y

"10090239-25-G, Landscape Maintenance & Improvements within the Gas Tax Median Maintenance Program" History

-  Document created by Jerry Gibbs (jggibbs@sandiego.gov)
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-  Email viewed by rafael@azteclandscaping.com
2025-04-08 - 0:20:29 AM GMT- IP address: 72.214.3.132
-  Signer rafael@azteclandscaping.com entered name at signing as Rafae Aguilar
2025-04-08 - 0:22:33 AM GMT- IP address: 72.214.3.132
-  Document e-signed by Rafae Aguilar (rafael@azteclandscaping.com)
Signature Date: 2025-04-08 - 0:22:35 AM GMT - Time Source: server- IP address: 72.214.3.132
-  Agreement completed.
2025-04-08 - 0:22:35 AM GMT