

**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER, 10090272-25-G,  
Complete Landscape Maintenance Service for Rancho Bernardo Maintenance Assessment  
District (MAD)**

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # 10090272-25-G, Complete Landscape Maintenance Service for Rancho Bernardo Maintenance Assessment District (MAD) (Contractor).

**RECITALS**

On or about 3/14/2025, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

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

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

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

**ARTICLE I  
CONTRACTOR SERVICES**

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

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

**ARTICLE II  
DURATION OF CONTRACT**

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

**2.2 Effective Date.** This Contract shall be effective on the later of July 1, 2025, or the first day of the month following the date it is executed by the last Party to sign the Contract, and approved by the City Attorney in accordance with San Diego Charter Section 40.

### **ARTICLE III COMPENSATION**

**3.1 Amount of Compensation.** City shall pay Contractor for performance of all Services rendered in accordance with Exhibit E of this Contract, and in an amount not to exceed \$2,007,326.00.

RA  
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 1<sup>st</sup> document has the highest priority. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

1<sup>st</sup> Any properly executed written amendment to the Contract

2<sup>nd</sup> The Contract

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

4<sup>th</sup> Contractor's Pricing

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

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

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

Aztec Landscaping Inc.

\_\_\_\_\_  
Proposer

7980 LEMON GROVE WAY

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

RA  
RA

\_\_\_\_\_  
City

6194643303

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

rafael@azteclandscaping.com

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

CITY OF SAN DIEGO  
A Municipal Corporation

BY: C. Abarca

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

Claudia Abarca

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

06/27/2025

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

BY: Rafael Aguilar

Rafael Aguilar (Jun 23, 2025 09:58 PDT)

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

Rafael Aguilar

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

CEO

\_\_\_\_\_  
Title

06/23/2025

\_\_\_\_\_  
Date

Approved as to form this 27 day of  
June, 2025.  
Heather Ferbert, City Attorney

Daphne Skogen  
BY: \_\_\_\_\_  
Deputy City Attorney

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

**A. PROPOSAL SUBMISSION**

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

**1.1 Reserved.**

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

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

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

**1.4.1 Reserved.**

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

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

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



## **Tab A – Submission of Information and Forms.**

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

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

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

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

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

**2.6** Reserved.

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

**2.7** Reserved.

**2.8** Reserved.

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

## **Tab B – Executive Summary and Responses to Specifications.**

**2.10** A title page.

**2.11** A table of contents.

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

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

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

**3. Proposal Review.** Proposers are responsible for carefully examining the RFP, the Specifications, this Contract, and all documents incorporated into the Contract by reference

before submitting a proposal. If selected for award of contract, proposer shall be bound by same unless the City has accepted proposer's exceptions, if any, in writing.

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

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

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

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

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

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

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

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

apparent successful proposer, the City will award to the newly established apparent successful proposer. The City's decision is final.

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

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

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

## **B. PRICING**

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

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

For example, if the lowest total estimated contract price of all proposals is \$100, that proposal would receive the maximum allowable points for the price category. If the total estimated contract price of another proposal is \$105 and the maximum allowable points is 60 points, then that proposal would receive  $(1 - ((105 - 100) / 100) \times 60 = 57$  points, or 95% of

the maximum points. The lowest score a proposal can receive for this category is zero points (the score cannot be a negative number). The City will perform this calculation for each Proposal.

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

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

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

### **C. EVALUATION OF PROPOSALS**

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

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

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

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

#### **3.2 Reserved.**

#### **3.3 Reserved.**

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

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

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

	MAXIMUM EVALUATION POINTS
<b>A. Responsiveness to the RFP.</b>	<b>15</b>
1. Requested information included and thoroughness of response.	
2. Understanding of the project and ability to deliver under Exhibit B.	
3. Technical Aspects	
4. Exceptions	
<b>B. Staffing Plan.</b>	<b>30</b>
1. Qualifications of personnel/adequate hours proposed to meet Contract requirements.	
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 define Roles/Responsibilities of personnel	
5. Resumes demonstrate required experience.	
6. Documentation proof for Staff who have passed/cleared any security background checks	
<b>C. Firm's Capability to provide the services and expertise and Past Performance.</b>	<b>45</b>
1. Relevant experience of the firm and subcontractors.	
2. Previous relationship of Proposer and subcontractors on similar projects of comparable size and scope	
3. List of personnel and qualifications including relevant certifications, licenses, and training.	
4. Landscape experience.	
5. Other pertinent experience.	
6. Location in the general geographical area of the project and knowledge of the locality of the Project.	
7. Past/Prior relevant experience and quality of performance.	
8. Capacity/Capability to meet the City of San Diego needs in a timely manner.	
9. Reference checks.	

	MAXIMUM EVALUATION POINTS
<b>D. Price.</b>	<b>10</b>
<b>SUB TOTAL MAXIMUM EVALUATION POINTS:</b>	<b>100</b>
<b>F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*</b>	<b>12</b>
<b>FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:</b>	<b>112</b>

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

#### **D. ANNOUNCEMENT OF AWARD**

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

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

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

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

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

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

**2. Taxpayer Identification Number.** Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or

services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

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

**4. Reserved.**

**5. Reserved.**

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

**EXHIBIT B  
SPECIFICATIONS**

**1. OVERVIEW OF SERVICES AND REQUIRED LICENSES**

**1.1. Landscape Maintenance Specifications.**

Contractor shall perform complete landscape maintenance and improvements of all contract areas identified in Section 13 of these Specifications (Contract Sites) within the Rancho Bernardo Maintenance Assessment District (MAD), including, but not limited to, the following: irrigation, pruning, shaping and training of trees, shrubs, turf, and groundcover plants; fertilization; litter control; weed control; control of all plant diseases and pests; mowing; edging; renovation and aeration; sweeping; and all other maintenance required to maintain the Contract Sites included in this Exhibit B 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. Contractor shall provide all equipment, labor and materials necessary for performing landscape maintenance and irrigation services according to the specifications in Exhibit B.

**1.2. Improvements and Activities.**

Contractor shall install, routinely inspect, and maintain certain improvements including, but not limited to the following: irrigation; plant material; planting areas; and other City facilities, such as picnic and playground equipment, comfort stations, and community signs. Contractor services under these Exhibit B Specifications (Specifications) related to Improvements and Activities, including any extraordinary labor, shall be consistent with Improvements and Activities as authorized pursuant to the Assessment Engineer's Report for the MAD (AER).

**1.3. Department of Industrial Relations (DIR) Registration**

Contractor is required to hold and maintain DIR registration throughout the Term of the Contract. Please provide number and details in chart below.

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



#### 1.4. Licenses

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

Any person supervising the use of pesticides, herbicides, or rodenticides must possess a valid Qualified Applicator's Certificate for Category B. Contractor must also hold a Pest Control Business License, must retain the services of a licensed Pest Control Advisor (PCA), and must be registered with the County Agriculture Commissioner. Contractor must possess the below licenses prior to submitting their proposal.

	License Number	Expiration Date	Name
State of California Contractors License	Class: C-27 No.: No.: 642504	04/30/2026	Aztec Landscaping Inc.
Qualified Applicator Certificate	92975	12/31/2025	Jaime Rocha
Pest Control Business License	30311	12/31/2026	Aztec Landscaping Inc.
Pest Control Advisor	149984	12/31/2028	Geoff Johansen
Recycled Water Site Supervisor Certificate	6938	06/06/2029	Fernando Galvan

## 2. DEFINITIONS

The following words, terms, and phrases are used in this Agreement with the following meanings:

- 2.1. Normal Working Hours.** The hours of 6:00 a.m. to 6:00 p.m., Monday through Friday, excluding City Holidays.

- 2.2. City Holidays.** City Holidays are the fixed and observed dates on which the City observes the following holidays: New Year's Day, Martin Luther King Jr. Day, President's Day, César Chávez Day, Memorial Day, Juneteenth Freedom Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day. The actual dates on which the City observes a holiday may change from year to year. The fixed and observed dates are updated annually and posted on [www.sandiego.gov/city-holidays](http://www.sandiego.gov/city-holidays).
- 2.3. City's Normal Business Hours.** The hours of 7:00 a.m. to 4:00 p.m., Monday through Friday, excluding City Holidays.
- 2.4. Contract.** The Contract Resulting from Request for Proposal Number RFP No. 10090272-25-G to which this Exhibit B is incorporated.
- 2.5. Extraordinary Work.** Maintenance, services, improvements, and activities that are either generally identified by example or category, or specifically identified in Section 11 of this Exhibit B, and not otherwise required to be conducted with regularity under the Service Frequencies.
- 2.6. Field Inspection Notice (FIN).** A written notification from the Technical Representative that identifies observed conditions that require corrective action and response.
- 2.7. Field Supervisor.** A qualified onsite supervisor who meets the qualifications described in this Exhibit B and who shall be at the Contract Sites at all times work is being performed by Contractor to provide the necessary supervision to ensure work is completed as specified under the Contract.
- 2.8. General Terms.** The City's General Contract Terms and Provisions, revised January 16, 2020, attached to the Contract as Exhibit C.
- 2.9. Job Site.** The Contract Site, or any portion thereof, where Contractor is actively conducting work under this Contract.
- 2.10. Non-Working Supervisor.** A Contractor representative who has the authority to discuss all matters pertaining to this Contract with the Technical Representative and must be available to do so during City's Normal Business Hours.
- 2.11. Technical Representative.** The City Parks and Recreation Department's designee specified on the Notice to Proceed letter issued under this Contract.
- 2.12. Term.** Defined in section 2.1 of the Contract.
- 2.13. Service Frequencies.** Described in Section 14 of this Exhibit B.
- 2.14. Work Schedule.** The schedule of routine work and infrequent operations, as established by Contractor and submitted to the Technical Representative prior to commencing work on the Contract. The Work Schedule must meet all requirements as described further in Section 8 of this Exhibit B.

### **3. CONTRACT ADMINISTRATION**

#### **3.1. Contract Administrators**

The Technical Representative will provide daily oversight of this Contract, ensuring compliance with these Exhibit B Specifications, and provide oversight of all billing, invoicing, payments, purchase orders, and billing questions. Additionally, the Technical Representative will serve as the “Contract Administrator” for purposes of the following provisions of the Exhibit C to this Contract: Section 2.1.1 Contractor Performance Evaluations; Section 3.2.5 Extraordinary Work; Section 5.3 Contractor’s Responsibility for Damages; Section 5.10 Quality Assurance Meetings; and Section 13.17 Insolvency.

The Purchasing Agent, or designee, is responsible for all other contractual matters and is the only City representative authorized to amend this Contract in accordance with Section 13.13 of Exhibit C. Any alleged oral amendments will have no force or effect.

#### **3.2. Notices**

In all cases where written notice is required under this Contract, Contractor shall provide Notice to Technical Representative for this Scope of Work, except as otherwise specified in this Exhibit B. Notices to City shall be sent to:

DAVID ASTORGA  
PARKS AND RECREATION DEPARTMENT  
MAINTENANCE ASSESSMENT DISTRICT  
9485 AERO DRIVE  
SAN DIEGO, CA 92123

Technical Representative may accept written notice regarding certain day-to-day operations by email. Acceptability of written notice by email shall be at the sole discretion of the City.

### **4. INVOICING PROCEDURES AND PAYMENTS**

#### **4.1. Manner of Payment**

Contractor will be paid in accordance with Exhibit C, Article III Compensation unless otherwise specified in this Exhibit B. Invoices will be paid monthly, in arrears, for work performed satisfactorily.

#### **4.2. Invoices**

- 4.2.1. Monthly Invoicing and Payments. Contractor shall submit invoices to the Technical Representative at the address specified on the purchase order(s) no later than the 10<sup>th</sup> day of the subsequent month. Invoices will be paid monthly, in arrears, for work performed satisfactorily.

4.2.2. **Invoice Detail and Attachments.** Contractor's invoices must comply with Article III of Exhibit C, and shall reference the purchase order number, include the location and description of the work performed in each maintenance category outlined in the Contract, and correspond with the most current Contract Pricing.

4.2.2.1. **Pesticide Use Report.** Contractor must submit a Monthly Pesticide Use Report that complies with Exhibit B, Section 10.4 (Use of Chemicals). This report shall accompany the above invoice.

4.2.2.2. **Extraordinary Labor Authorization.** For all invoices that include Extraordinary Work, Contractor must submit evidence of Technical Representative's prior written authorization of the Extraordinary Work and related costs as required in Sections 5.1 and 11 of this Exhibit B. Failure to submit written authorization with the invoice will result in payment being withheld for the Extraordinary Work and related expenses.

4.2.3. **Deficient Work Not Performed.** If a discrepancy exists between invoice details and work performed, City will notify Contractor within five (5) business days of receipt of the invoice or within five (5) business days of learning of the discrepancy, whichever is soonest. Payments will be made and withheld in accordance with this Section 4.

#### **4.3. Payments Withheld**

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

- a. Work required in the Specifications which is defective, incomplete, or not performed.
- b. Claims filed against the City for damage caused by Contractor's acts or omissions, or reasonable evidence indicating probable filing of such claims.
- c. Failure of Contractor to make payments properly to Subcontractors for materials or labor.
- d. City shall pay for all services received and adequately performed. City may withhold payment in full or in part as described in Section 12 (Failure to Perform Satisfactorily).

### **5. ADDITIONAL COSTS**

#### **5.1. Extraordinary Work**

5.1.1. **Necessary Equipment Rental.** If approved in writing by the Technical Representative, Contractor may rent equipment necessary to complete Extraordinary Work and may apply a 10% markup fee for the rental equipment

costs. The 10% markup fee is not applicable to the Extraordinary Labor hourly rate. If Contractor owns the equipment necessary to perform the Extraordinary Work, Contractor may charge a rental fee, which shall be the current market rate for the equipment usage.

5.1.2. Goods, Supplies, and Material. Compensation for materials associated with Extraordinary Labor shall be the wholesale cost of the items involved plus 10% for Contractor's cost of handling. If Extraordinary Work requires the purchase of goods, supplies, or materials, Contractor may apply a 10% markup fee on those items. The 10% markup fee is not applicable to the Extraordinary Labor hourly rate.

5.1.3. Debris Removal. If approved in writing by the Technical Representative, Contractor shall be compensated for costs associated with removal of additional debris resulting from Extraordinary Work.

## 5.2. Irrigation Water

### 5.2.1. Costs Paid by City.

City shall bear all the costs for water used by Contractor to properly maintain the Contract Sites in accordance with this Exhibit B, except negligent water waste, which will be charged to Contractor.

### 5.2.2. Costs Paid by Contractor.

5.2.2.1. **Excessive Waste.** Contractor shall pay for all irrigation water costs associated with the Contract Sites and attributed to excessive use or waste. City shall have the right to deduct the cost of such water from City's payment to Contractor.

5.2.2.2. **Monetary Fines and Damages.** Contractor is responsible for payment of any monetary fines or other damages assessed to 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. The cost of monetary fines or damages assessed shall be deducted from City's payment to Contractor.

## **6. CONTRACTOR'S GENERAL RESPONSIBILITIES**

### **6.1. Quality of Work**

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. City will periodically inspect all maintenance operations and may approve or reject the work performed and methods or materials used. Contractor shall cooperate with all inspections by City, effectively communicate with the Technical Representative to correct deficiencies as needed and maintain the overall quality of work described in and required under this Contract.

### **6.2. Communication with City**

6.2.1. Contractor Representative. A company representative, authorized to discuss matters related to this Contract, must be available during Normal Working Hours. All calls from the Technical Representative shall be returned within a one-hour period.

6.2.2. Emergency Calls. Contractor shall have the capability to receive and to respond immediately to calls of an emergency nature during Normal Working Hours and outside of Normal Working Hours. Calls of an emergency nature received by the Technical Representative shall be referred to Contractor for immediate disposition.

All emergency calls relating to irrigation shall be referred to Contractor. Contractor must provide a 24-hour emergency telephone number for this purpose and be capable of and prepared to provide immediate response.

6.2.3. Damage Reporting. Contractor shall immediately report observed or known 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). Safety problems must be reported by calling the Technical Representative during City's Normal Business Hours. If these problems are encountered outside of City's Normal Business Hours, Contractor shall call (619) 527-7500 and email the Technical Representative and provide the name and address of the Contract Site and a description of the problem. Contractor must report all other hazards, damages, defects, other problems or irregularities, or maintenance issues to the Technical Representative within 24 hours of discovery.

## **7. STAFFING AND EQUIPMENT REQUIREMENTS**

### **7.1. Adequate Personnel**

#### **7.1.1. Personnel Required for this Contract.**

The Scope of Work requires that Contractor provide quality results and meet high aesthetic standards. Contractor shall furnish sufficient supervisory personnel, working personnel, and specialists needed to complete the Scope of Work to the required standard during Normal Working Hours or as otherwise identified in this Contract. Contractor shall, at all times on all Job Sites, have a Supervisor who is authorized to discuss all matters with the Technical Representative on behalf of Contractor. Contractor must perform all work as scheduled or in a timely manner, as applicable, and to the satisfaction of the Technical Representative.

A minimum of one Field Supervisor and one Worker/Laborer on any Job Site must be able to communicate in English, orally and in writing. These staff members must be part of Contractor's full-time staff.

Contractor shall replace any missing crew members with other fully competent employees for the same workday. There will be no exceptions, unless approved in writing by the Technical Representative.

#### **a) Field Supervisor**

The Field Supervisor must meet the following requirements:

- i. A minimum three years of experience overseeing all phases of landscape maintenance and personnel for a site of comparable square footage, scope of work, and plant materials; and
- ii. Verifiable experience (knowledge, skills and abilities) in the identification of and maintenance practices for ornamental trees, shrubs and groundcover, exotic weeds and plants as required for proper maintenance of all areas; and
- iii. Ability to communicate effectively (orally and in writing) with the Technical Representative and with members of the public; and
- iv. Employed by Contractor at the time this Contract is awarded.

It is desirable that the Field Supervisor have over 3 years of qualifying experience and highly desirable for the Field Supervisor to have over 5 years qualifying experience.

#### **b) Irrigation Specialist**

The Irrigation Specialist must meet the following requirements:

- i. A minimum 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; and
- ii. Verifiable experience (knowledge, skills and abilities) in programming controllers and irrigating plant material in addition to knowledge and experience in troubleshooting and repairing all irrigation components used in the Contract Sites; and
- iii. Ability to communicate effectively (orally and in writing) with the Technical Representative and with members of the public; and
- iv. Employed by Contractor at the time this Contract is awarded; and
- v. Completed approved training and has all certifications to work with reclaimed/recycled water.

It is desirable that the Irrigation Specialist have over 3 years of qualifying experience and highly desirable for the Irrigation Specialist to have over 5 years qualifying experience.

**c) Non-Working Supervisor**

The Non-Working Supervisor shall have the authority to discuss all matters pertaining to this Contract with the Technical Representative during City's Normal Business Hours.

**d) Workers/Laborers**

All landscape maintenance Workers/Laborers must meet the following requirements:

- i. A minimum one year of full-time paid experience in performing all aspects of landscape maintenance, including maintaining lawns, shrubs, trees, and ground covers; fertilizing plant material, cultivating, pruning shrubs and trees, mowing lawn areas, edging lawn areas, edging ground covers; operating and maintaining Irrigation systems, and performing minor irrigation repairs such as repairing/replacing broken or damaged irrigation heads and risers; and proper operation of landscape equipment; and
- ii. Verifiable experience (knowledge, skills and abilities) in the identification of and maintenance practices for ornamental trees, shrubs and groundcover, exotic weeds and plants as required for proper maintenance of all areas.

It is desirable that all landscape maintenance Workers/Laborers have more than 1 year of full-time paid experience, and it is highly desirable for all landscape maintenance Workers/Laborers to have more than 4 years of full-time paid experience.



## **7.2. Ability to Perform Work**

- 7.2.1. Contractor must have the staffing, equipment knowledge and financial resources to perform landscape maintenance projects in a timely manner with a quality end product. The plant material(s) on this site require uncommon maintenance practices. Contractor must have knowledge and personnel with experience having performed on projects of similar square footage, terrain, plant palettes, and scope of work overseeing all phases of landscape maintenance. This includes 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.
- 7.2.2. To demonstrate Contractor's ability to perform the requirements of this Contract, Contractor shall provide the following with the proposal:
- a) 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.
  - b) Provide three examples and references on the Contractor Standards Form for work completed as it relates to Section 13. Contract Sites.
  - c) Provide resumes for the Field Supervisor(s) and Irrigation Specialist(s) proposed for work on this Contract and currently employed by Contractor. Resumes must include a description of the individual's working knowledge of maintenance of park amenities and comfort stations, landscaped and hardscaped sites, developed and undeveloped open space, decomposed granite sites, turf and sports turf, irrigation and smart controllers and related software, if applicable to this Contract. City will assume that Contractor has included all relevant experience in the resumes submitted and will assume that an individual has no working knowledge or experience in any category where no description is provided. Failure to submit resumes with Contractor's proposal may result in considering the proposal submittal as non-responsive.
  - d) A statement demonstrating the capacity and capability to provide enhanced service to the MAD as it relates to Exhibit B and the associated frequencies in a timely manner.
  - e) A proposed work schedule that demonstrates the fulfillment of the established frequencies.
  - f) Provide resumes of landscape maintenance workers, also referred to as laborers in this document, proposed to work on this Contract and are currently employed by Contractor. Resumes should include a description of the work experience and type of landscape maintenance performed.
- 7.2.3. Any change in Field Supervisor personnel must be submitted to Technical

Representative in writing and is subject to Technical Representative's approval.

7.2.4. Upon award of this Contract, Contractor shall provide the following items:

- a) A complete list of the full names of employees assigned to the Job Site.
- b) In the event Contractor is awarded Extraordinary Work, Contractor shall provide a separate specific work crew to accomplish projects as may be required. Extraordinary Labor tasks shall not excuse Contractor from performing any other work regularly required under this Contract.

7.2.5. At all times during the Term of the Contract, Contractor shall be prepared to use Extraordinary Labor for Extraordinary Work in the MAD. Some priority projects may need to be done immediately. Contractor must have the staffing, expertise, and knowledge to perform Extraordinary Work in a timely manner and with a quality finished product, while maintaining all regularly scheduled work under this Contract. Performance of Extraordinary Labor tasks shall not excuse Contractor from performing routine work and other required work.

### **7.3. Proper Conduct**

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

### **7.4. Uniforms**

Contractor's staff and Subcontractors shall work in neat and clean uniforms. 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.

### **7.5. Communications**

The onsite Field Supervisor shall have a cell phone in their possession for communication with the Technical Representative. Contractor shall ensure that all on-site supervisors and Field Supervisor(s) can communicate effectively in English. The Job Site supervisor and Field Supervisor(s) shall be capable of completing, in English, legible written forms and shall be capable of understanding oral and/or written instructions in English.

### **7.6. Equipment**

7.6.1. Required Equipment. Contractor shall provide, as part of this contract, Power and Manual Tools including, but not limited to: Chains Saws, Trimmers, Blowers, Mowers, Motorized Street Sweeper, Vacuums, Weed Whips, Backpack Sprayers, Small Fertilizer Spreaders, Pruning Tools and all other hand tools necessary to accomplish the maintenance requirements. Blowers. Unless specifically stated

otherwise, blowers may be used at Contractor's discretion. Contractor will be held responsible for any damages incurred to persons or property related to use of subject blowers. It is always a better choice to sweep where people and cars are present, especially when performing duties on the medians. Contractor must remove all dirt and debris from the site and must not blow dirt or debris into streets or adjoining properties.

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## **8. WORK SCHEDULE**

### **8.1. Establishing the Work Schedule**

Contractor shall establish a 12-month Work Schedule that Contractor intends to follow in performance of this Contract. The Work Schedule shall address all routine grounds maintenance services within all Contract Sites, periodic operations, and infrequent operations such as fertilization and pruning. Contractor must submit its Work Schedule to the Technical Representative prior to commencing work under these Specifications. Unless otherwise specified in this Contract, Contractor shall accomplish all normal landscape maintenance tasks during Normal Working Hours. The Technical Representative may grant, on an individual basis, permission to perform services during times when the public's use of the Contract Sites is too great to allow for proper maintenance during Normal Working Hours. If a specific task falls on a City Holiday, Contractor must complete the task on the following business day, or on an acceptable alternate date as authorized by the Technical Representative in writing. If scheduling and performing periodic operations, Contractor shall ensure that the Work Schedule provides for uninterrupted routine grounds maintenance services within all Contract Sites.

### **8.2. Changes to Work Schedule**

Contractor may make changes to the Work Schedule throughout the Contract Term, provided that Contractor first reports the change(s) in writing to the Technical Representative. Changes shall apply upon delivery of written change(s) to the Technical Representative.

### **8.3. Infrequent Operations**

Contractor shall conduct its work at all times in a manner which will not unreasonably interfere with pedestrian traffic on adjacent sidewalks or vehicular traffic on adjacent streets. Contractor shall conduct all maintenance functions that generate excess noise or cause unreasonable disturbance to residents of the area (e.g., operations of power equipment) after 7:00 a.m.

### **8.4. No Interference or Disturbance**

In addition to the Work Schedule, Contractor shall provide the Technical Representative with a list(s) of exact start dates for fertilization, renovation, aeration, and other infrequent operations at each of the Contract Sites at least ten working days in advance of performing any of these operations.

## **9. METHOD OF PERFORMING WORK**

### **9.1. Irrigation**

- 9.1.1. 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. Contractor shall turn off irrigation systems during periods of rainfall and at such other times when suspension of irrigation is desirable to conserve water and to remain within the guidelines of good horticulturally acceptable landscape maintenance practices. Irrigation run times shall be adjusted weekly to compensate for current weather conditions (unless/until a weather-based controller is installed). Contractor must comply with all emergency water conservations regulations. If state or local water conservation restrictions impact Contractor's ability to perform the Scope of Work, Contractor must provide notice in writing to Technical Representative.
- 9.1.2. Contractor shall keep controller and valve boxes clear of soil and debris and shall maintain the irrigation system at no additional cost to City, including adjustment, raising or lowering, straightening and any other operation required for the continued proper operation of the system from the "cold" side of the water meter throughout the Job Site.

Contractor shall perform irrigation using electric or solar powered automatic, mechanical sprinkler systems where available and operable; however, failure of the existing irrigation system to provide full and proper coverage shall not relieve 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, Contractor shall thoroughly inspect the operation of the system for any malfunction as specified in the Service Frequencies schedules in Exhibit B, Section 14. Contractor shall advise the Technical Representative within twenty-four (24) hours of those malfunctions.

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. Contractor shall furnish all hoses, nozzles, sprinklers, etc. necessary to accomplish this supplementary irrigation. Care shall be exercised to prevent water waste, erosion, and/or detrimental seepage into existing underground improvements or structures. The cost of wasted water may be charged to Contractor as described in Section 5.2.2.

Irrigation shall be accomplished as follows:

- a) Contractor shall irrigate landscaped improved banks and slopes, Monday through Friday as required to maintain horticulturally acceptable growth and color, and to encourage deep rooting.
- b) Contractor shall irrigate shrub beds 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. Contractor shall adjust the irrigation rate 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. Contractor shall apply adequate water and fertilizer to promote normal, healthy growth. Contractor shall maintain proper berms or basins during the establishment period.

Contractor shall always comply 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 and/or irrigation, as amended from time to time. Contractor must obtain prior written approval from the Technical Representative before exceeding any applicable water regulations.

Contractor shall identify and implement an effective combination of Best Management Practices (BMPs) so as not to cause pollutant discharges to the storm drain system in violation of San Diego Storm Water Management and Discharge Control Ordinance (San Diego Municipal Code sections 43.0301 to 43.0312). Contractor shall, at a minimum, implement and comply, as applicable, with the Minimum Industrial and Commercial BMPs adopted under the San Diego Municipal Code section 43.0307(a). Contractor is responsible for costs, fines, and other damages when excessive use or waste of irrigation water results from Contractor's performance under this Contract.

## **9.2. Tree Maintenance**

- 9.2.1. Contractor shall maintain all trees in their natural shapes. Contractor shall perform pruning in such a manner as to promote the best growth habits, appearance, health of the tree, and to prevent encroachment which blocks vision or is in any manner deemed undesirable by the Technical Representative. Contractor shall be responsible for tree pruning that can be accomplished with a 12' pole saw by a worker standing on the ground. Contractor shall not top trees. Contractor shall notify the Technical Representative in writing within twenty-four (24) hours any tree that shows signs of root heaving or leaning or is in any manner a safety hazard.

- 9.2.2. Contractor shall be responsible for the complete removal and replacement of those trees lost due to Contractor's faulty maintenance or negligence, as determined by the Technical Representative. Replacement shall be made by Contractor in the kind and size of tree determined by the Technical Representative. Where there is a difference in value between the tree lost and the replacement tree, the difference will be deducted from the Contract payment. In all cases, the value of the tree lost shall be determined by the Technical Representative, using the latest International Society of Arboriculture (I.S.A.) guidelines for value determination.
- 9.2.3. Contractor shall securely stake all newly planted trees with two "lodge pole" type stakes placed on opposite sides of the tree, outside the root ball, and secure them to the tree with at least two flexible rubber tree ties.
- 9.2.4. Contractor shall regularly inspect tree ties to ensure against girdling and abrasion.
- 9.2.5. Contractor shall immediately upright trees and shrubs that are uprooted and/or broken due to storms, regardless of size, if possible. If this is not possible, Contractor shall immediately remove them (including roots) and fill the holes. Contractor shall be responsible for paying all fees associated with the disposal of tree debris under the terms of this Contract.

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

- 9.3.1. Contractor shall prune all shrubs and groundcover plants growing in the work areas as required to maintain plants in a healthy, growing condition; to maintain plant growth within reasonable bounds; and to prevent encroachment of private property, passageways, walkways, streets, or view of signs; or encroachment in any manner deemed objectionable by the Technical Representative. Care shall be taken to ensure that plant material(s) inside fences on private lots is not injured or damaged by Contractor's actions. Contractor shall remove dead or damaged limbs with sharp pruning tools, with no stubs remaining. Contractor shall perform pruning to permit plants to grow naturally in accordance with their normal growth characteristics except where box hedging is required by the Technical Representative. Shearing, hedging, or severe pruning of plants, unless authorized by the Technical Representative, shall not be permitted. Contractor shall perform all corrective pruning methods to all plant materials as directed by the Technical Representative. This includes but is not limited to the pruning of plants which have been hedge pruned in the past in order to return them to their natural growth characteristics. Contractor shall perform all such pruning including the removal of pruned materials at no additional cost to the City. Growth regulators shall not be used.
- 9.3.2. 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 Technical Representative.

- 9.3.3. Technical Representative shall provide direction for performing maintenance of any pruning throughout the Contract Sites at any time at no additional cost to City.

#### **9.4. 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.

- 9.4.1. Irrigation. Contractor shall adequately irrigate and fertilize all areas planted with groundcovers to maintain the planting in a healthy condition. Contractor shall avoid frequent, light irrigations.
- 9.4.2. Edging. Contractor shall maintain groundcover beds within their intended bounds and shall not permit them to encroach into lawns, shrub beds, sidewalks, or adjacent areas, or to encroach in any manner deemed undesirable by the Technical Representative. Contractor shall complete edging as specified in the Service Frequencies, which shall include all fixtures (e.g., fire hydrants, manhole covers, meter boxes, valve boxes, quick couplers, gate valves). All edging must have a clean cut with the cut perpendicular to the hard surface and not removed from it. Contractor shall not perform chemical edging.
- 9.4.3. Pruning. Contractor shall thin and prune all groundcover as necessary to maintain them within their intended bounds, and at such other times as directed by the Technical Representative for the health of the planting and the appearance of the site.
- 9.4.4. Replanting. Contractor shall be required to replant as necessary to maintain the continuity of the groundcover area, and replacements shall be as approved by the Technical Representative, according to Exhibit B, Section 9.6.2.
- 9.4.5. Cultivation. Contractor shall cultivate the open soil between plants where the planting permits.

#### **9.5. Turf Maintenance**

- 9.5.1. Mowing. Contractor shall mow turf in accordance with the Service Frequencies.



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

Contractor shall perform mowing in a neat pattern. Contractor shall alternate mowing patterns to avoid compaction of soil. Contractor shall immediately clean all sidewalks after mowing. Contractor shall remove cuttings from all hardscape and turf areas and not blow cuttings into the street or shrub beds.

Contractor shall maintain mowing equipment to provide a smooth, even cut without tearing. The blade adjustment shall provide a uniform, level cut without ridges or depressions. Contractor shall keep the mower blades sharp. Equipment shall not be allowed to create ruts or depressions in the turf. Contractor shall, to City’s reasonable satisfaction, correct wet soggy areas in turf due to over watering or leaks and report to the Technical Representative immediately.

- 9.5.2. Edging. Contractor shall edge all turf in accordance with the Service Frequencies. Contractor shall edge all turf areas in the Contract Sites that are adjacent to improved surfaces. Where no improved surfaces exist, Contractor shall maintain turf edges if the turf area abuts a shrub bed or property line or any other area where turf delineation is required by the Technical Representative. All edging must have a clean cut with the cut perpendicular to the hard surface and not removed from it. Contractor shall edge all fixtures (e.g., fire hydrants, manhole covers, meter boxes, valve boxes, quick couplers, gate valves). Chemical edging is unacceptable.
- 9.5.3. Renovation. Renovation, for purposes of this Contract, is the removal of accumulated thatch from turf areas. At least ten days prior to beginning work, Contractor shall submit to the Technical Representative a schedule of equipment it plans to use for renovation. Contractor shall remove refuse generated from renovation from the Job Site no later than the day following renovation. Contractor shall completely contain thatch and other debris left on the site overnight in bags or burlap sheets so that it does not migrate to adjacent areas. Contractor shall submit a Work Schedule showing the site, date, and time the actual operation is to be performed, and Contractor shall not begin the actual renovation until written approval is given by the Technical Representative for the type of equipment and Work Schedule. The Technical Representative may delete the renovation requirement from a particular site.

9.5.4. Aeration. Contractor shall aerate all turf areas in the Contract Sites by core removal to a depth of two inches in accordance with the Service Frequencies. Under adverse conditions or where turf is suffering from compaction due to high use, aeration may be necessary at more frequent intervals. The frequency interval shall be as required to promote healthy, vigorous growth. Contractor shall inform Technical Representative if, for any of these reasons, Contractor deems aeration beyond the frequencies listed in the Service Frequencies as necessary. Aeration beyond the frequencies listed in the Service Frequencies shall be considered Extraordinary Work and is subject to Exhibit B, Section 11.

9.5.5. Contractor shall submit a schedule of aeration equipment to be used to the Technical Representative ten (10) days prior to beginning work. In performing periodic operations as required in this Contract, Contractor shall continue, without interruption, litter control, weed control, irrigation, and all routine grounds maintenance services at the same Job Site.

## **9.6. Maintenance and Replacement of Plant Material**

### **9.6.1. Plant Material Maintenance.**

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

Contractor is required to prevent encroachment of plant materials from private lots or open space into areas maintained under this contract. Care shall be taken to ensure that plant material(s) inside fences on private lots is not injured or damaged by Contractor's actions. Plant materials within the 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 Technical Representative.

Technical Representative shall provide direction for performing maintenance of any pruning throughout the Contract Sites at any time at no additional cost to City.

### **9.6.2. Plant Material Replacement.**

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

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

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

## **9.7. Fertilization**

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

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

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

9.7.3. Application. Fertilizer shall be hand watered in using quick coupler valves and hoses on those areas with drip irrigation systems. The Technical Representative shall specify which complete and organic fertilizers shall be applied. Specific fertilizer type/brand and application rates are specified in proposal specifications herein. Acceptable complete fertilizers include but are not limited to:

Nitra King 22-3-9(S), Best Poly Supreme 23-5-10, Milorganite 5-2-0 or equal, Turf Supreme, Soil Buster. Organic Fertilizer

9.7.4. Costs. In accordance with Specifications including square footage specified, Contractors shall include material costs in Exhibit E, for the following specified fertilizer products in 50 lb. bags:

- a) Qty. 75 bags – Best Poly Supreme 23-5-10
- b) Qty. 75 bags – Milorganite 5-2-0 or equal
- c) Qty. 75 bags – Soil Buster
- d) Qty. 75 bags – Organic Fertilizer

- 9.7.5. Contractor's materials costs in their proposal shall reflect these specified fertilizers. The Technical Representative reserves the right and authority to specify alternative fertilizer materials. No changes in fertilizer materials shall be utilized without written approval from the Technical Representative prior to the fertilizer application. Contractor shall provide cost per bag with proposal submittal.
- 9.7.6. As deemed necessary by the Technical Representative to achieve required results, other materials, such as iron chelate, soil sulfur, gypsum, surfactant enzymes such as Sarvon or Naiad, etc., may be needed and shall be applied as necessary. Compensation for labor and materials associated with other materials shall be in accordance with the terms identified in Exhibit B, Section 11.1 Extraordinary Labor.
- 9.7.7. Contractor shall immediately follow the application of fertilizers and/or amendments with adequate irrigation to force fertilizer material to rest directly on the soil surface. Contractor shall adequately hand water drip irrigated areas using quick coupler valves and hoses to dissolve fertilizer.
- 9.7.8. Contractor must perform fertilization in prescribed months and in a manner to achieve an even green. If fertilization results are patchy, remedial fertilizer must be applied immediately at Contractor's expense.

## **9.8. Mulch**

Contractor shall mulch all planter beds as required in the Service Frequencies. Mulch shall be specified as 2" size untreated. Landfill mulch is acceptable for use. Mulch shall be installed to a minimum 2" depth around trees and shrubs in planter beds. Contractors shall include material costs for 0 cubic yards per year for the areas specified in the Service Frequencies (Section 14 of this Exhibit B). Other areas requiring mulch may be billed to the City as Extraordinary Labor projects with prior written approval from the Technical Representative and in accordance with all applicable provisions of this Contract, including Exhibit B, Section 11, Extraordinary Labor.

### **9.9. Decomposed Granite**

All Decomposed Granite (DG) areas at Contract Sites are to be periodically inspected and filled according to the Service Frequencies schedule. Contractor shall order, schedule delivery, dump, and spread DG material as needed to maintain a level surface. Contractor shall level out low areas to fill in ruts, holes, grooves, depressions, etc. DG material and delivery fees may be billed to the City as Extraordinary Labor projects with prior written approval from the Technical Representative according to the Service Frequencies schedule. Contractor shall order, schedule delivery, dump, and spread DG material as needed to maintain a level surface. Contractor shall level out low areas to fill in ruts, holes, grooves, depressions, etc. DG material and delivery fees may be billed to City as Extraordinary Labor projects with prior written approval from the Technical Representative, and in accordance with all applicable provisions of this Contract, including Exhibit B, Section 11, Extraordinary Labor.

### **9.10. Weed Control**

- 9.10.1. Contractor shall remove weeds from all shrub and groundcover beds, planters, tree wells, cracks in paved areas, including sidewalks, and areas covered with ornamental rocks, as shown in the Service Frequencies schedule.
- 9.10.2. Contractor shall completely remove all weed growth. For the purpose of this Specification, a weed will be considered “any undesirable or misplaced plant”. Contractor shall control weeds by manual, mechanical, or chemical methods.
- 9.10.3. The Technical Representative may restrict the use of chemical weed control in certain areas.
- 9.10.4. Contractor shall perform Median maintenance including the removal of weeds growing in all paved or unpaved surfaces of the Median.

### **9.11. Disease and Pest Control**

- 9.11.1. Pest control is a maintenance function of this Contract and shall be required as needed. Pests that have been encountered and abated in this area previously include:
  - a. Scale on lantana and pine trees.
  - b. Snails throughout areas in the Contract Sites.
  - c. 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.
  - d. Rats have been found nesting in plant material.
  - e. Bees nesting in valve boxes.
  - f. Ants nesting in valve boxes and irrigation controllers.
  - g. Snakes.

- 9.11.2. Contractor shall regularly inspect all landscaped areas for presence of disease, insect, or rodent infestation. Contractor shall advise the Technical Representative within four (4) days if disease, insect, or rodent infestation is found; Contractor shall identify the disease, insect, or rodent and specify control measures to be taken. Upon written approval of the Technical Representative, Contractor shall implement the approved control measures, exercising extreme caution in the application of all sprays, dusts, or other materials utilized. Contractor shall continue approved control measures until the disease, insect or rodent is controlled to the satisfaction of the Technical Representative. Contractor shall utilize all safeguards necessary during disease, insect, or rodent control operations to ensure safety of the public and the employees of Contractor, in accordance with current standard practices accepted by the California Department of Food and Agriculture. If Contractor is unable to control the pest or disease, a pest control company will be hired and the billing will be deducted from Contractor's monthly payment.
- 9.11.3. All individuals who supervise the mixing and application of herbicides, insecticides, and rodenticides shall possess valid Qualified Applicators Certificate for Category B issued to them by the California Department of Pesticide Regulation and submit to the Technical Representative within 30 days of expiration a copy of the valid certificate.

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## 9.12. Facility Maintenance

### 9.12.1. Repair of Damage or Malfunction.

Contractor shall report damage to or malfunction of any facility not specifically provided for within twenty-four (24) hours of discovery to the Technical Representative. Contractor shall notify Technical Representative immediately of any potential hazards in accordance with Section 6.2.3.

### 9.12.2. ☐

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

Contractor shall maintain all sidewalks and other paved surfaces in a safe, non-hazardous, and useable condition. Contractor shall remove fecal matter, stones, glass, paper, leaves, twigs, wood chips, sand, all other debris from paved areas. See Service Frequencies schedule. Contractor shall report any damage or repairs required within twenty-four (24) hours of discovery to the Technical Representative. Contractor shall notify Technical Representative immediately of any potential hazards.

### 9.12.3. ☐

#### Storm Drains.

Contractor shall periodically inspect and clean all storm drains at Contract Sites according to the Service Frequencies schedule. Contract Site maps will be provided by the Technical Representative. Contractor shall follow the following Storm Drain BMP's: Inlets/Drains. Keep all inlets/drains free of debris and sediment at the entrance or grate of drain. Contractor is not expected to lift the grate, but if debris can be reached with a pickup stick that is allowed. Remove sediment build up. Contractor shall notify Technical Representative immediately of any potential hazards.

### 9.12.4. ☐

#### Park Signs.

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

### 9.12.5. ☒ Reserved.

### 9.12.6. ☐

#### Railings and Fencing.

All Railings and Fencing at Contract Sites are to be periodically inspected and cleaned according to the Service Frequencies schedule. Railings and Fencing, are to be kept clean, litter free, graffiti free, and free from defects, damage, or vandalism. Leaves and other debris shall be swept or blown. All trash and debris are to be removed from Contract Site. Any damage or repairs required shall be reported to the Technical Representative within 24 hours. Contractor shall notify Technical Representative immediately of any potential hazards.

9.12.7. ☒ Reserved.

9.12.8. ☒ Reserved.

9.12.9. ☒ Reserved.

9.12.10. ☒ Reserved.

9.12.11. ☒ Reserved.

### **9.13. Traffic Control**

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

### **9.14. Litter Control**

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

9.14.2. Hazardous Litter. If Contractor is notified of the presence of hazardous litter, or Contractor observes hazardous litter on any Contract Site, Contractor shall immediately pick up and remove all hazardous litter from the Contract Site and dispose appropriately. Hazardous litter includes items such as wire, broken glass, jagged metal, and similar kinds of litter that can cause injury to people or property.



- 9.14.3. Trash Generated by Contractor. Contractor shall promptly remove all debris generated by Contractor's pruning, trimming, weeding, edging and other work required in the Specifications. Immediately after working in areas of public streets and park walks, gutters, driveways, and paved areas, Contractor shall clean them with suitable equipment.

#### **9.15. Controller Cabinets and Battery Numbers**

- 9.15.1. Maintenance. At no cost to City, Contractor shall be responsible for maintaining the painted surfaces of irrigation and lighting controller cabinets as well as the corresponding automatic irrigation battery numbers on the lids of the automatic control valve boxes and light bulb replacements in controller cabinets, as necessary.
- 9.15.2. Operations. Where the operation of automatic irrigation controllers is required as part of this Contract, Contractor shall:
- a) Not duplicate any coded City key furnished by the City of access and operation of the controller.
  - g) Surrender all keys furnished by the City, promptly at the end of the Contract Term, or at any time deemed necessary by the Technical Representative to prevent serious loss to City.
  - h) Protect the security of City's property by keeping controller cabinet and building doors locked at all times.
  - i) Not use premises behind locked doors for storage of materials, supplies, or tools except as approved in writing by the Technical Representative.

#### **9.16. Repair or Alteration of Damaged Facilities**

9.16.1. City Responsibility.

All repairs or alterations to any portion of existing structures or facilities, including irrigation systems, must be pre-approved in writing by the Technical Representative. Unless otherwise approved in writing by the Technical Representative, all damaged facilities shall be repaired or replaced in kind. Compensation for labor and materials associated with irrigation systems repair and replacement shall be in accordance with the terms identified in Section 11 Extraordinary Labor of this Exhibit B. Compensation for all other in-kind repair and replacement shall be paid as approved in advance by the Technical Representative.

The Technical Representative shall be notified within twenty-four (24) hours by phone of any damage caused by accident, vandalism, or theft. Time and date stamped voice mail is available on a twenty-four (24) hour basis.

**9.16.2. Contractor Responsibility.**

Contractor shall be responsible for any damage or alteration to existing facilities, including irrigation systems, that result from Contractor's performance of this Contract. If damage or alteration occurs, Contractor shall immediately report all damages and alterations to the Technical Representative in writing and repair or replace all affected structures or facilities at no cost to City. Damages and alternations shall be repaired or replaced in kind, as approved in writing by the Technical Representative.

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. The Technical Representative or designee will conduct a comprehensive testing of all irrigation systems approximately thirty (30) days prior to the end of the Contract, and any repairs deemed the responsibility of Contractor shall be made by Contractor prior to the end of the Contract. If repairs are not made by Contractor to the satisfaction of the Technical Representative, deductions shall be made from the final payment in the amount to cover the cost of repairs, as determined by the Technical Representative. Any difference of cost shall be paid by Contractor.

**9.17. Inspection.**

Contractor shall provide comprehensive ongoing inspections of the Contract Site(s). A Weekly Inspection Sheet shall be signed by either the Non-Working Supervisor or the Field Supervisor and submitted to the Technical Representative upon completion of all tasks including a list of items requiring remedial action or attention with dates when the required work will be performed. The Technical Representative will provide the Weekly Inspections Sheets to Contractor and will establish the weekly submission schedule with Contractor upon award of this Contract.

The City shall provide continuing inspection of the work area to ensure that maintenance is adequate and that all work complies with these Specifications. The City will state the discrepancies and deficiencies on a FIN and Contractor shall make the corrections within the time frame specified on the FIN. If Contractor fails to take corrective action within the noted time frame on the FIN, or complete the corrective action within stated timing if required under the FIN, the City may withhold payment and/or proceed with termination of the contract.

**9.18. Site Inspection and Turnover**

- 9.18.1. Approximately 30 days prior to the end of the Contract Term, the Technical Representative will inspect the Contract Sites with the current Contractor to ensure that sites are turned over at the end of the Contract Term in a condition that conforms to the Contract Specifications. If a new Contractor is to perform thereafter, the new Contractor shall be a part of the inspection party. Any deficiencies found in the specified maintenance level shall be noted and presented to the current Contractor in writing. City shall be the sole judge as to what constitutes a deficiency. The current Contractor shall correct all

deficiencies noted by the end of the Contract Term. If the current Contractor fails to correct the noted deficiencies and turns over the Contract Sites in an unacceptable condition, as determined by the Technical Representative, City will correct the deficiencies that remain. All costs incurred by City to correct such deficiencies will be deducted from the current Contractor's final payment. City shall be the sole judge as to what constitutes a reasonable cost for work authorized.

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

## **10. SAFETY REQUIREMENTS**

- 10.1. Safety of Personnel and Public.** All work under this Contract shall be performed in such manner as to provide maximum safety to the public and, where applicable, to comply safety standards required by the federal Occupational Safety and Health Administration (OSHA) and the State of California's Division of Occupational Safety and Health (Cal/OSHA). The Technical Representative reserves the right to issue restraint or cease and desist orders to Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this Contract.
- 10.2. Hazardous Conditions.** Contractor shall maintain all Contract Sites free of hazards to persons and property resulting from Contractor's operations. Contractor shall immediately report to the Technical Representative any hazardous conditions, within or affecting a Contract Site, noted by Contractor which are not a result of 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.
- 10.3. Disposal of Hazardous Waste.** In all areas covered by this Contract, Contractor and/or Contractor's subordinate staff, upon finding illegally dumped debris which might reasonably be considered hazardous to the health and/or safety of Contractor's staff, the public, the landscape environment and/or adjacent properties, shall adhere to the following procedures:
- a. Cordon off the area where the material has been found, to the extent possible.
  - b. Immediately call 911 (Fire Department) and provide all relevant information possible:
    - i. Finder's name and company;
    - ii. Specific location of material;

iii. Try to determine:

- (1) Number, size, and types of containers
- (2) Description of labels
- (3) Spillage to soil, pavement, water
- (4) Description: solid, liquid, color
- (5) Any danger to public

- c. Inform the appropriate Contractor's supervisor and the City Technical Representative as soon as possible.
- d. Remain at site until the Fire Department arrives.
- e. Do not move, touch, or sniff any of the material.

**10.4. Use of Chemicals.** Contractor shall submit with proposal, sample labels on all accompanying material Safety Data Sheets for all chemical herbicides, insecticides, and rodenticides that Contractor proposes to use for this Contract. All proposed chemicals must be approved by the State of California Department of Agriculture. The use of any chemical shall be based on the recommendations of a licensed Pest Control Advisor (PCA). PCA's recommendations should be site specific and must be updated on an annual basis, at the minimum. The use of chemicals shall conform to the current San Diego County Department of Agriculture regulations in effect at the time the chemical is used. No chemical herbicides, insecticides, or rodenticides shall be applied until its use is approved, in writing, by the Technical Representative. Approval by the Technical Representative is specific to Contractor's stated purpose and geographical area in which chemical will be used. Contractor must identify and describe all chemical use on the Contract Sites in its Monthly Pesticide Use Report. Contractor shall submit a complete and accurate Monthly Pesticide Use Report with Contractor's invoices for payment.

## **11. EXTRAORDINARY LABOR**

### **11.1. Overview**

11.1.1. The use of Extraordinary Labor for miscellaneous projects is estimated at approximately **700** hours annually. All Extraordinary Labor must be approved in writing by the Technical Representative prior to conducting the Extraordinary Work.

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

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

- Spread wood chips/mulch.
- Replace irrigation controllers and irrigation cabinets.

### **11.2. Extraordinary Labor Hours for Planting**

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

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

<b><u>Plant</u></b>	<b><u>Size</u></b>	<b><u>Estimated Time</u></b>
Groundcover	Flat	2-4 flats/hour
Shrub	1 Gallon	6-8 plants/hour
Shrub	5 Gallon	4-5 plants/hour
Shrub	15 Gallon	2-3 plants/hour
Tree	15 Gallon	1 hour each
Tree/Shrub	24" Box	6 hours each
Tree/Shrub	36" Box	12 hours each
Tree/Shrub	48" Box	24 hours each

### **11.3. Extraordinary Labor Hours for Irrigation**

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

Except as otherwise described above in this Section 11, compensation for irrigation systems materials shall be at the cost of the items involved plus ten percent (10%) markup fee for Contractor's cost of handling. Compensation for Extraordinary Labor shall be for the estimated repair times specified below using the extraordinary labor rate specified on the proposal form. All repairs must be pre-approved in writing by the Technical Representative.

Repair or replacement includes 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 the existing system. No compensation will be given for parts not in conformance with the existing system unless prior approval is given by the Technical Representative. Any deviation must be approved in writing by the Technical Representative.

<b><u>Repairs to Sprinkler Irrigation Systems and Water Lines</u></b>	<b>Estimated Repair time</b>
Replace sprinkler head and/or riser (surface)	.25
Replace sprinkler head and/or riser (subsurface)	.5
Repair broken lateral sprinkler line (surface)	.5
Repair broken lateral sprinkler line (subsurface)	1.0
Replace solenoid or bleed plug	.25
Replace quick-coupler valve	2.0
Replace damaged auto-sprinkler valve, gate valve, or ball valve	3.0

**11.4. Extraordinary Labor Hours for Graffiti**

Graffiti shall be addressed by Contractor within 48 hours after receiving notice of such graffiti or discovery, whichever occurs first. Contractor shall notify the Technical Representative immediately if such graffiti is gang related or obscene. Contractor shall notify the Technical Representative and receive approval in writing prior to the purchase of materials. Repairs necessary to correct damage due to graffiti will be performed by City or may be performed by Contractor as Extraordinary Labor if the work is approved in writing by Technical Representative.

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

**12. FAILURE TO PERFORM SATISFACTORILY**

**12.1. Payment for Services Received**

In the event that the Technical Representative determines that Contractor failed to adequately perform the work or any obligation under this Contract, City will pay only for the amount of service actually received, as determined by the Technical Representative. Such adjustments may be in accordance with the Pricing Schedule (Exhibit E) as proposed by Contractor.

**12.2. City Inspections**

City shall perform inspections of the Contract Sites to ensure that staffing and maintenance is adequate and that all work complies with these Specifications. City will note discrepancies and deficiencies on FINs, which shall be corrected within the time frame specified. If Contractor fails to take corrective action within the noted time frame on the FIN, City may withhold payment and/or proceed with termination of the Contract. If City finds that a Contract Site does not meet Contract Specifications, the Technical Representative may withhold payment in whole or in part for tasks not completed. Billing adjustments for unsatisfactory service shall be a permanent retention of the estimated monthly cost for work that is incomplete or deficient as described in this Contract or on the FIN.

**12.3. Excessive or Wasteful Use of Water**

When negligence on the part of 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 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 Contractor unless cause to the contrary is substantiated to the satisfaction of the Technical Representative.

### 13. CONTRACT SITES

The MAD consists of the following categories: [II, III(a), III(b), V(a), V(b), V(c), XI, XIV(a) and XIV(b).]

CATEGORY	DESCRIPTION
II	Medians Landscaped with Trees, Shrubs, Groundcover
III(a)	Medians Hardscaped – Stamped Concrete
III(b)	Medians Hardscaped – Asphalt
V(a)	Rights-of-Way or Adjacent Areas Landscaped with Trees, Shrubs, Groundcover – Non-irrigated
V(b)	Rights-of-Way or Adjacent Areas Landscaped with Trees, Shrubs, Groundcover – Undeveloped
V(c)	Rights-of-Way or Adjacent Areas Landscaped with Trees, Shrubs, Groundcover – Irrigated
XI	Gutters
XIV(a)	Other: Park Entrance – Landscaped with Trees, Shrubs, Groundcover
XIV(b)	Other: Bike Path

Contract Sites to be maintained under the terms of this Contract are listed below. The acreage or square footage stated for each Contract Site is approximate, including buildings and parking areas.

CATEGORY	CONTRACT SITES	
II	<b>Medians Landscaped with Trees, Shrubs, Groundcover</b> (Approximately 190,615 Sq Ft)	
	BERNARDO CENTER DRIVE	Bajada Road to West Bernardo Drive
	BERNARDO OAKS DRIVE	Rancho Bernardo Road to Casero Road
	OAKS NORTH DRIVE	Pomerado Entrance Median Only



	PASEO DEL VERANO	Pomerado Entrance Median Only
	PASEO DEL VERANO NORTE	Pomerado Entrance Median Only
	POMERADO ROAD	Avenida La Valencia to I-15
	RANCHO BERNARDO ROAD	West Bernardo Drive to Cresta Drive
<b>III(a)</b>	<b>Medians Hardscaped – Stamped Concrete</b> (Approximately 93,913 Sq Ft)	
	BERNARDO CENTER DRIVE	West Bernardo Drive to Camino Crisalida and the two (2) medians north and south of Rancho Bernardo Road
	CAMINO DEL NORTE	Two (2) medians east and west of Bernardo Center drive
	POMERADO ROAD	Rancho Bernardo Road to Nacido Drive
	RANCHO BERNARDO ROAD	Pomerado Road to Olmeda Way
	WEST BERNARDO DRIVE	Small median south of Duenda Road
<b>III(b)</b>	<b>Medians Hardscaped - Asphalt</b> (Approximately 201,031 Sq Ft)	
	BERNARDO CENTER DRIVE	West Bernardo Drive to Camino Del Norte
	CAMINO DEL NORTE	West Bernardo drive to I-15
	POMERADO ROAD	Rancho Bernardo Road to I-15

<b>V(a)</b>	<b>Rights-of-Way or Adjacent Areas Landscaped with Trees, Shrubs, Groundcover – Non-irrigated</b> (Approximately 653,975 Sq Ft)	
	POMERADO ROAD	Nacido Drive to I-15
	RANCHO BERNARDO ROAD	Broken Bow Court to Poway City Limits
	WEST BERNARDO DRIVE	Rancho Bernardo Road to Rancho Bernardo Community Park
	BERNARDO CENTER DRIVE	West Bernardo Drive to I-15
	CAMINO DEL NORTE	Paseo Montanoso to City Limit Line
<b>V(b)</b>	<b>Rights-of-Way or Adjacent Areas Landscaped with Trees, Shrubs, Groundcover – Undeveloped</b> (Approximately 129,120 Sq Ft)	
	POMERADO ROAD	Nacido Drive to I-15
	RANCHO BERNARDO ROAD	Olmeda Way to Poway City Limits
	WEST BERNARDO DRIVE	Rancho Bernardo Road to Rancho Bernardo Community Park
	BERNARDO CENTER DRIVE	Cloudcrest Drive to I-15
	CAMINO DEL NORTE	Paseo Montanoso to City Limit Line
<b>V(c)</b>	<b>Rights-of-Way or Adjacent Areas Landscaped with Trees, Shrubs, Groundcover – Irrigated</b> (Approximately 9,760 Sq Ft)	
	RANCHO BERNARDO ROAD	Broken Bow Court to West Bernardo Drive
	WEST BERNARDO DRIVE	Rancho Bernardo Road to Poblado Road
	POMERADO ROAD	Rancho Bernardo Road to Rios Road

<b>XI</b>	<b>Gutters</b> (Approximately 204,821 Lin Ft)	
	THROUGHOUT DISTRICT	Located at all maintained areas)
<b>XIV(a)</b>	<b>Other: Park Entrance – Landscaped with Trees, Shrubs, Groundcover</b> (Approximately 38,367 Sq Ft)	
	ENTRANCE TO RANCHO BERNARDO COMMUNITY PARK	18448 W Bernardo Drive
<b>XIV(b)</b>	<b>Other: Bike Path</b> (Approximately 62,230 sq Ft)	
	RANCHO BERNARDO COMMUNITY PARK	South from Rancho Bernardo community Park to Aguamiel Road

#### 14. SERVICE FREQUENCIES

This section outlines the minimum frequency a particular type of service is to be performed. In performing periodic operations required under this Contract, Contractor shall continue all routine grounds maintenance services, including litter control, weed control, and irrigation, within all Contract Sites without interruption.

##### Category II: Medians Landscaped with Trees, Shrubs, Groundcover

(Approximately 190,615 Sq Ft)

SERVICE/TASK NAME	FREQUENCY
Supervisory Inspection	The supervisor shall inspect all areas under the Contract once a week and submit a Weekly Inspection Sheet. Contractor shall report all major problems to the Technical Representative within twenty-four (24) hours.
Irrigation Inspection	Once a week, Contractor shall thoroughly inspect all systems (including drip) to ensure complete electronic operation and proper distribution of water. Contractor shall complete an irrigation checklist as each system is inspected. The irrigation checklists will be provided and must be submitted to the Technical Representative within five (5) business days.
Litter Removal	Once a week, to keep all areas litter free.
Weed Removal	Twice a month, to maintain areas in a weed free condition, including sucker growth.

Pruning – Trees	Twice a year (up to 12') in March and November to maintain in optimum condition, provide clearance for irrigation, prevent encroachment into public thoroughfare/sidewalk or into other plant material, and to ensure clear visibility of all street signs and traffic signals. Contractor shall remove all sucker growth as it appears. Contractor shall prune to correct hazards and to remove all dead, diseased, or damaged limbs, as well as those limbs crossing or competing.
Pruning – Shrubs and Groundcover	Once a month, to shape, train and prevent encroachment into public thoroughfare/sidewalk or into other plant material. Contractor shall prune to correct hazards and to remove all dead, diseased, or damaged limbs and to prevent blockage of irrigation system components and patterns. Contractor shall maintain all shrubs at a height no greater than 36" and groundcover not to exceed 18" in height. Shrubs must maintain their natural appearance. Growth regulators shall not be used.
Fertilization – Complete	Twice a year, June, and October to promote healthy plant growth.
Fertilization – Organic	Once a year, in March to promote healthy plant growth.
Inspection and Maintenance of Light Fixtures	Once a week, to ensure lights are properly working and clean.

### **Category III(a): Medians Hardscaped – Stamped Concrete**

(Approximately 93,913 Sq Ft)

<b>SERVICE/TASK NAME</b>	<b>FREQUENCY</b>
Supervisory Inspection	The supervisor shall inspect this area under the Contract once a week and submit a Weekly Inspection Sheet. Contractor shall report all major problems to the Technical Representative within twenty-four (24) hours of discovery.
Litter Removal	Once a week, to keep all areas litter free.
Weed Removal	Once a month, to maintain areas in a weed free condition.
Sweeping - Stamped Concrete Medians	Twice a month, all paved areas shall be swept to remove sand, dirt, and debris. Contractor may use blowers, only if operated in a responsible manner after 7:00 a.m.

**Category III(b): Medians Hardscaped - Asphalt**

(Approximately 201,031 Sq Ft)

SERVICE/TASK NAME	FREQUENCY
Supervisory Inspection	The supervisor shall inspect these areas under the Contract once a week and submit a Weekly Inspection Sheet. Contractor shall report all major problems to the Technical Representative within twenty-four (24) hours of discovery.
Litter Removal	Once a week, to keep all areas litter free.
Weed Removal	Once a month, to maintain areas in a weed free condition.
Sweeping - Asphalt Medians	Once a month, all paved areas shall be swept to - remove sand, dirt, and debris. Contractor may use blowers, only if operated in a responsible manner after 7:00 a.m.

**Category V(a): Rights-of-Way or Adjacent Areas Landscaped with Trees, Shrubs, Groundcover – Non-irrigated (Approximately 653,975 Sq Ft)**

SERVICE/TASK NAME	FREQUENCY
Supervisory Inspection	The supervisor shall inspect these areas under the Contract once a week and submit a Weekly Inspection Sheet. Contractor shall report all major problems to the Technical Representative within twenty-four (24) hours.
Litter Removal	Once a week, to keep all areas litter free.
Weed Removal	Twice a month, to maintain areas in a weed free condition, including sucker growth.
Pruning – Trees	Four times a year (up to 12') in January, April, July, and October to maintain in optimum condition, provide clearance for irrigation, prevent encroachment into public thoroughfare/sidewalk or into other plant material, and to ensure clear visibility of all street signs and traffic signals. Contractor shall remove all sucker growth as it appears. Contractor shall prune to correct hazards and to remove all dead, diseased, or damaged limbs, as well as those limbs crossing or competing.

Pruning – Shrubs and Groundcover	Once every other month, to shape, train and prevent encroachment into public thoroughfare/sidewalk or into other plant material. Contractor shall prune to correct hazards and to remove all dead, diseased, or damaged limbs and to prevent blockage of irrigation system components and patterns. Contractor shall maintain all shrubs at a height no greater than 36" and groundcover not to exceed 18" in height. Shrubs must maintain their natural appearance. Growth regulators shall not be used.
Sweeping Sidewalks	Once every other week. All paved areas shall be swept to remove sand, dirt, and debris. Contractor may use blowers, if operated in a responsible manner after 7:00 a.m.

**Category V(b): Rights-of-Way or Adjacent Areas Landscaped with Trees, Shrubs, Groundcover – Undeveloped (Approximately 129,120 Sq Ft)**

SERVICE/TASK NAME	FREQUENCY
Supervisory Inspection	The supervisor shall inspect these areas under the Contract once a week and submit a Weekly Inspection Sheet. Contractor shall report all major problems to the Technical Representative within twenty-four (24) hours.
Litter Removal	Once a week, to keep all areas litter free.
Weed Removal	Once a month, to maintain areas in a weed free condition, including sucker growth.
Pruning – Trees, Shrubs and Groundcover	Once a month to shape, train, and prevent encroachment into public thoroughfare/sidewalk or into other plant material, and to ensure clear visibility of all street signs and traffic signals. Contractor shall remove all sucker growth as it appears. Contractor shall prune to correct hazards and to remove all dead, diseased, or damaged limbs, as well as those limbs crossing or competing.
Sweeping – Sidewalks	Once every other week. All paved areas shall be swept to remove sand, dirt, and debris. Contractor may use blowers, if operated in a responsible manner after 7:00 a.m.

**Category V(c): Rights-of-Way or Adjacent Areas Landscaped with Trees, Shrubs, Groundcover - Irrigated** (Approximately 9,760 Sq Ft)

SERVICE/TASK NAME	FREQUENCY
Supervisory Inspection	The supervisor shall inspect <u>all</u> areas under the Contract once a week and submit a Weekly Inspection Sheet. Contractor shall report all major problems to the Technical Representative within twenty-four (24) hours.
Irrigation Inspection	Once a week, Contractor shall thoroughly inspect all systems (including drip) to ensure complete electronic operation and proper distribution of water. Contractor shall complete an irrigation checklist as each system is inspected. The irrigation checklists will be provided and must be submitted to the Technical Representative within five (5) business days.
Litter Removal	Once a week, to keep all areas litter free.
Weed Removal	Twice a month, to maintain areas in a weed free condition, including sucker growth.
Pruning - Trees	Twice a year (up to 12') in March and November to maintain in optimum condition, provide clearance for irrigation, prevent encroachment into public thoroughfare/sidewalk or into other plant material, and to ensure clear visibility of all street signs and traffic signals. Contractor shall remove all sucker growth as it appears. Contractor shall prune to correct hazards and to remove all dead, diseased, or damaged limbs, as well as those limbs crossing or competing.
Pruning - Shrubs and Groundcover	Every other month, to shape, train and prevent encroachment into public thoroughfare/sidewalk or into other plant material. Contractor shall prune to correct hazards and to remove all dead, diseased, or damaged limbs and to prevent blockage of irrigation system components and patterns. Contractor shall maintain all shrubs at a height no greater than 36" and groundcover not to exceed 18" in height. Shrubs must maintain their natural appearance. Growth regulators shall not be used.
Fertilization - Complete	Twice a year, June, and October to promote healthy plant growth.

Fertilization - Organic	Once a year, in March to promote healthy plant growth.
Sweeping - Sidewalks	Once every other week. All paved areas shall be swept to remove sand, dirt, and debris. Contractor may use blowers, if operated in a responsible manner after 7:00 a.m.

**Category XI: Gutters** (Approximately 204,821 Lin Ft)

SERVICE/TASK NAME	FREQUENCY
Supervisory Inspection	The supervisor shall inspect <u>all</u> areas under the Contract once a week and submit a Weekly Inspection Sheet. Contractor shall report all major problems to the Technical Representative within twenty-four (24) hours.
Weed Removal	Once a month to maintain areas in a weed free condition.
Sweeping - Gutters	Once a month to keep gutters free of dirt, sand, leaves and other debris. <b>Contractor must use a mobile street sweeper.</b> All debris shall be removed from site.

**Category XIV(a): Other: Park Entrance – Landscaped with Trees, Shrubs, Groundcover**  
(Approximately 38,367 Sq Ft)

SERVICE/TASK NAME	FREQUENCY
Supervisory Inspection	The supervisor shall inspect <u>all</u> areas under the Contract once a week and submit a Weekly Inspection Sheet. Contractor shall report all major problems to the Technical Representative within twenty-four (24) hours.
Irrigation Inspection	Once every other week, Contractor shall thoroughly inspect all systems (including drip) to ensure complete electronic operation and proper distribution of water. Contractor shall complete an irrigation checklist as each system is inspected. The irrigation checklists will be provided and must be submitted to the Technical Representative within five (5) business days.
Litter Removal	Once a week, to keep all areas litter free.



Weed Removal	Once a month, to maintain areas in a weed free condition, including sucker growth.
Edging	Once a month edge curbs, sidewalks, and all fixtures (e.g., valve boxes, quick couplers, gate valves, walls, lights, etc.) All edging must be perpendicular to the hard surface and not removed from it. Chemical edging is unacceptable.
Pruning - Trees	Four times a year (up to 12') in January, April, July, and October to maintain in optimum condition, provide clearance for irrigation, prevent encroachment into public thoroughfare/sidewalk or into other plant material, and to ensure clear visibility of all street signs and traffic signals. Contractor shall remove all sucker growth as it appears. Contractor shall prune to correct hazards and to remove all dead, diseased, or damaged limbs, as well as those limbs crossing or competing.
Pruning – Shrubs and Groundcover	Every other month, to shape, train and prevent encroachment into public thoroughfare/sidewalk or into other plant material. Contractor shall prune to correct hazards and to remove all dead, diseased, or damaged limbs and to prevent blockage of irrigation system components and patterns. Contractor shall maintain all shrubs at a height no greater than 36" and groundcover not to exceed 18" in height. Shrubs must maintain their natural appearance. Growth regulators shall not be used.
Fertilization - Complete	Twice a year, June, and October to promote healthy plant growth.
Fertilization - Organic	Once a year, in March to promote healthy plant growth.
Sweeping - Sidewalks	Once every other week. All paved areas shall be swept to remove sand, dirt, and debris. Contractor may use blowers, if operated in a responsible manner after 7:00 a.m.

#### Category XIV(b): Other: Bike Path

(Approximately 62,230 sq Ft)

SERVICE/TASK NAME	FREQUENCY
Supervisory Inspection	The supervisor shall inspect these areas under the Contract once a week and submit a Weekly Inspection Sheet. Contractor shall report all major problems to the Technical Representative within twenty-four (24) hours.
Litter Removal	Once a week, to keep all areas litter free.
Weed Removal	Once a month, to maintain areas in a weed free condition, including sucker growth.
Pruning - Shrubs	Once a month, to shape, train and prevent encroachment into public thoroughfare/bike path and to ensure clear visibility of all street signs and traffic signals up to twelve (12) feet.
Sweeping – Paved Areas	Once a month. All paved areas shall be swept to remove sand, dirt, and debris. Contractor may use blowers, if operated in a responsible manner after 7:00 a.m.

#### 15. PRICING SCHEDULE

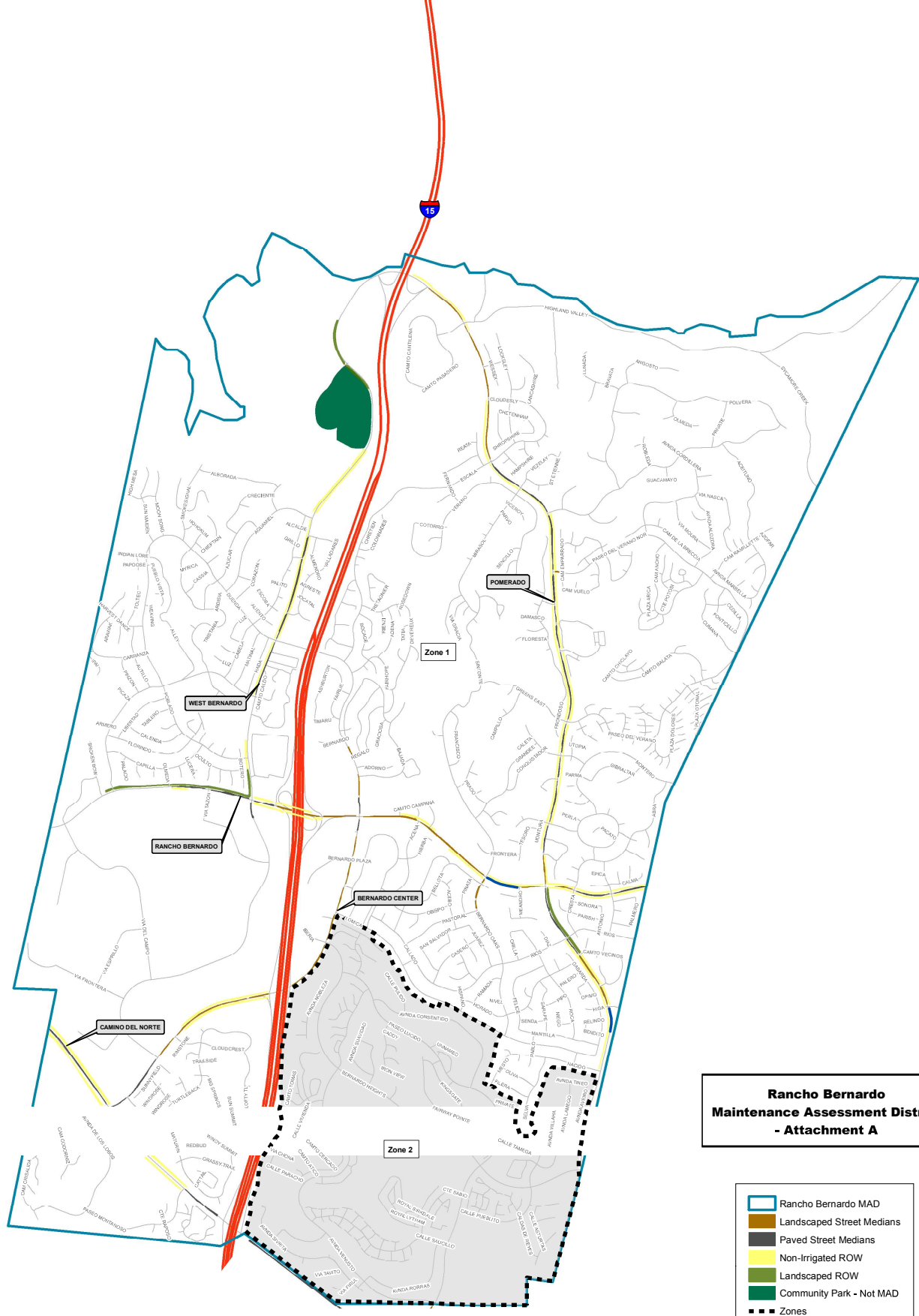
It is the intent of the City to award to a single contractor.

Proposer must provide all contractor pricing using Exhibit E, Pricing Schedule. Exhibit E is an Excel Spreadsheet with the following three (3) tabs:

- 1) **Instructions:** This tab provides details on how to complete the Pricing Schedule.
- 2) **Proposer Input:** This tab is the detailed “Pricing Schedule.” Proposer must input **all required data** related to estimated hours, labor rates, and prices for materials.
- 3) **Auto Calc Summary Pricing:** This tab will automatically calculate and reflect the summary pricing based on details provided by Proposer in the “Pricing Schedule” on the Proposer Input tab.

All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, travel, and any other costs required to provide the requirements as specified in this RFP.

Proposers must complete Exhibit E – Pricing Schedule in the form and format provided in this RFP and return it to the City as part of their RFP response via PlanetBids. Failure to do so may result in the proposal being declared non-responsive and rejected.



**Rancho Bernardo  
Maintenance Assessment District  
- Attachment A**

- Rancho Bernardo MAD
- Landscaped Street Medians
- Paved Street Medians
- Non-Irrigated ROW
- Landscaped ROW
- Community Park - Not MAD
- Zones
- Stamped Street Medians

PRICING SCHEDULE  
PROPOSER NAME  
PROPOSERS INPUT

10090772-25-G  
AZTEC LANDSCAPING, INC.  
Rancho Bernardo Maintenance Assessment District

Section	Category/Item No.	Task Description	Contractor's Estimated Hours	Labor Price per Hour	Labor Price	Materials Price	Total (1) Time Price	Yearly Frequency	Yearly Task Price	Yearly Hours	Monthly Task Price	Yearly Infrequent Task Price	
Category II Medians Landscaped with Trees, Shrubs, Groundcover (Approximately 190,615 Sq Ft)													
A	1.5	1. Supervisory Inspection	6	50.00	75.00		75.00	52	3,900.00	78.0	\$	325.00	
A	6	2. Irrigation Inspection	6	50.00	300.00	12.00	312.00	52	16,224.00	312.0	\$	1,352.00	
A	7	3. Litter Removal	7	42.50	297.50		297.50	52	15,470.00	364.0	\$	1,289.17	
A	25	4. Weed Removal	25	42.50	1,062.50		1,062.50	24	25,500.00	600.0	\$	2,125.00	
A	24	5. Pruning - Trees	24	62.00	1,488.00		1,488.00	2	2,976.00	48.0		\$	2,976.00
A	38	6. Pruning – Shrubs and Groundcover	38	42.50	1,615.00		1,615.00	12	19,380.00	456.0	\$	1,615.00	
A	8	7. Fertilization - Complete	8	42.50	340.00	582.00	922.00	2	1,844.00	16.0		\$	1,844.00
A	11	8. Fertilization - Organic	11	42.50	467.50	761.00	1,228.50	1	1,228.50	11.0		\$	1,228.50
A	1	9. Inspection and Maintenance of Light Fixtures	1	42.50	42.50		42.50	52	2,210.00	52.0	\$	184.17	
Total:									\$ 88,732.50	\$ 1,937.00	\$ 6,890.33	\$ 6,048.50	
Category III(a) Medians Hardscaped – Stamped Concrete (Approximately 93,913 Sq Ft)													
A	0.5	1. Supervisory Inspection	1	50.00	25.00		25.00	52	1,300.00	26.0	\$	108.33	
A	1	2. Litter Removal	1	42.50	42.50		42.50	52	2,210.00	52.0	\$	184.17	
A	4	3. Weed Removal	4	42.50	170.00	4.00	174.00	12	2,088.00	48.0	\$	174.00	
A	6	4. Sweeping - Stamped Concrete	6	42.50	255.00		255.00	24	6,120.00	144.0	\$	510.00	
Total:									\$ 11,718.00	270.0	\$ 976.50	\$ -	
Category III(b) Medians Hardscaped - Asphalt (Approximately 201,031 Sq Ft)													
A	0.5	1. Supervisory Inspection	1	50.00	25.00		25.00	52	1,300.00	26.0	\$	108.33	
A	1.5	2. Litter Removal	1	42.50	63.75		63.75	52	3,315.00	78.0	\$	276.25	
A	5	3. Weed Removal	5	42.50	212.50	4.00	216.50	12	2,598.00	60.0	\$	216.50	
A	24	4. Sweeping - Asphalt	24	42.50	1,020.00		1,020.00	12	12,240.00	288.0	\$	1,020.00	
Total:									\$ 19,453.00	452.0	\$ 1,621.08	\$ -	
Category V(a) Rights-of-Way or Adjacent Areas Landscaped with Trees, Shrubs, Groundcover – Non-Irrigated (Approximately 653,975 Sq Ft)													
A	2	1. Supervisory Inspection	9	50.00	100.00		100.00	52	5,200.00	104.0	\$	433.33	
A	9	2. Litter Removal	24	42.50	382.50		382.50	52	19,890.00	468.0	\$	1,657.50	
A	24	3. Weed Removal	10	42.50	1,020.00	8.00	1,028.00	24	24,672.00	576.0	\$	2,056.00	
A	4	4. Pruning - Trees	30	62.00	620.00		620.00	4	2,480.00	40.0		\$	2,480.00
A	30	5. Pruning – Shrubs and Groundcover	30	42.50	1,275.00		1,275.00	6	7,650.00	180.0		\$	7,650.00
A	12	6. Sweeping - Sidewalks	12	42.50	510.00		510.00	26	13,260.00	312.0	\$	1,105.00	
Total:									\$ 73,152.00	1,680.0	\$ 5,251.83	\$10,130.00	
Category V(b) Rights-of-Way or Adjacent Areas Landscaped with Trees, Shrubs, Groundcover - Undeveloped (Approximately 129,120 Sq Ft)													
A	0.5	1. Supervisory Inspection	3	50.00	25.00		25.00	52	1,300.00	26.0	\$	108.33	
A	10	2. Litter Removal	10	42.50	127.50		127.50	52	6,630.00	156.0	\$	552.50	
A	6	3. Weed Removal	6	42.50	255.00	8.00	263.00	12	5,196.00	120.0	\$	433.00	
A	4	4. Pruning – Trees, Shrubs and Groundcover	4	42.50	170.00		170.00	12	3,060.00	72.0	\$	255.00	
A	4	5. Sweeping - Sidewalks	4	42.50	170.00		170.00	26	4,420.00	104.0	\$	368.33	
Total:									\$ 20,606.00	478.0	\$ 1,717.17	\$ -	
Category V(c) Rights-of-Way or Adjacent Areas Landscaped with Trees, Shrubs, Groundcover - Irrigated (Approximately 9,760 Sq Ft)													
A	0.25	1. Supervisory Inspection	0.5	50.00	12.50		12.50	52	650.00	13.0	\$	54.17	
A	0.5	2. Irrigation Inspection	0.33	50.00	25.00		25.00	52	1,300.00	26.0	\$	108.33	
A	2	3. Litter Removal	2	42.50	14.03		14.03	52	729.30	17.2	\$	60.78	
A	1.25	4. Weed Removal	1.25	42.50	85.00	3.00	88.00	24	2,112.00	48.0	\$	176.00	
A	6	5. Pruning – Trees	6	62.00	77.50		77.50	2	155.00	2.5		\$	155.00
A	6	6. Pruning – Shrubs and Groundcover	6	42.50	255.00		255.00	6	1,530.00	36.0		\$	1,530.00
A	0.25	7. Fertilization - Complete	0.25	42.50	10.63	40.00	50.63	2	101.25	0.5		\$	101.25

A	8. Fertilization - Organic	0.5	\$	42.50	\$	21.25	\$	62.50	\$	83.75	1	\$	83.75	0.5	\$	83.75
A	9. Sweeping - Sidewalks	0.5	\$	42.50	\$	21.25	\$	62.50	\$	21.25	26	\$	552.50	13.0	\$	46.04
										Category V(c)	Total:	\$	7,213.80	156.7	\$	445.32

Category XI Gutters (Approximately 204,821 Lin Ft)																
A	1. Supervisory Inspection	0.75	\$	50.00	\$	37.50	\$	37.50	\$	37.50	52	\$	1,950.00	39.0	\$	162.50
A	2. Weed Removal	6	\$	42.50	\$	255.00	\$	4.00	\$	259.00	12	\$	3,108.00	72.0	\$	259.00
A	3. Sweeping - Gutters	7	\$	235.00	\$	1,645.00	\$	75.00	\$	1,720.00	12	\$	20,640.00	84.0	\$	1,720.00
										Category XI	Total:	\$	25,698.00	195.0	\$	2,141.50

Category XIV(a) Other: Park Entrance – Landscaped with Trees, Shrubs, Groundcover (Approximately 38,367 Sq Ft)																
A	1. Supervisory Inspection	0.33	\$	50.00	\$	16.50	\$	16.50	\$	16.50	52	\$	858.00	17.2	\$	71.50
A	2. Irrigation Inspection	0.5	\$	50.00	\$	25.00	\$	25.00	\$	25.00	26	\$	650.00	13.0	\$	54.17
A	3. Litter Removal	0.33	\$	42.50	\$	14.03	\$	14.03	\$	14.03	52	\$	729.30	17.2	\$	60.78
A	4. Weed Removal	6	\$	42.50	\$	255.00	\$	4.00	\$	259.00	12	\$	3,108.00	72.0	\$	259.00
A	5. Edging	0.5	\$	42.50	\$	21.25	\$	21.25	\$	21.25	12	\$	255.00	6.0	\$	21.25
A	6. Pruning - Trees	2	\$	62.00	\$	124.00	\$	124.00	\$	124.00	4	\$	496.00	8.0	\$	496.00
A	7. Pruning – Shrubs and Groundcover	6	\$	42.50	\$	255.00	\$	140.00	\$	255.00	6	\$	1,530.00	36.0	\$	1,530.00
A	8. Fertilization - Complete	1	\$	42.50	\$	42.50	\$	182.50	\$	182.50	2	\$	365.00	2.0	\$	365.00
A	9. Fertilization - Organic	2	\$	42.50	\$	85.00	\$	184.00	\$	269.00	1	\$	269.00	2.0	\$	269.00
A	10. Sweeping - Sidewalks	0.5	\$	42.50	\$	21.25	\$	21.25	\$	21.25	26	\$	552.50	13.0	\$	46.04
										Category XIV(a)	Total:	\$	8,812.80	186.3	\$	512.73

Category XIV(b) Other: Bike Path (Approximately 62,230 sq Ft)																
A	1. Supervisory Inspection	0.33	\$	50.00	\$	16.50	\$	16.50	\$	16.50	52	\$	858.00	17.2	\$	71.50
A	2. Litter Removal	0.33	\$	42.50	\$	14.03	\$	14.03	\$	14.03	52	\$	729.30	17.2	\$	60.78
A	3. Weed Removal	2.5	\$	42.50	\$	106.25	\$	3.00	\$	109.25	12	\$	1,311.00	30.0	\$	109.25
A	4. Pruning - Shrubs	1	\$	42.50	\$	42.50	\$	42.50	\$	42.50	12	\$	510.00	12.0	\$	42.50
A	5. Sweeping - Paved Areas	0.5	\$	42.50	\$	21.25	\$	21.25	\$	21.25	12	\$	255.00	6.0	\$	21.25
										Category XIV(b)	Total:	\$	3,663.30	82.3	\$	305.28

Section A: Routine Service All scheduled tasks including infrequent tasks.																
										Estimated Yearly Task Price	Total:	\$	259,049.40	N/A	N/A	N/A
										Estimated Yearly Hours	Total:	N/A	N/A	5,437.30	N/A	N/A
										Estimated Monthly Task Price	Total:	N/A	N/A	N/A	\$	19,861.74
										Estimated Infrequent Task Price	Total:	N/A	N/A	N/A	N/A	\$20,708.50

Section B: Extraordinary Labor The cost of seven hundred (700) hours [Provided by the City] will be added to the bid price to determine the overall lowest bid.																
										700	\$	41.00	\$	28,700.00	N/A	N/A
										Estimated Yearly Extraordinary Labor Price	Total:	\$	28,700.00	N/A	N/A	N/A

Section C: Materials for Extraordinary Labor The cost of forty thousand (\$40,000) dollars [Provided by the City] will be added to the bid price to determine the overall lowest bid.																
										N/A	N/A	\$	40,000.00	N/A	N/A	N/A
										Estimated Yearly Materials for Extraordinary Labor Price	Total:	\$	40,000.00	N/A	N/A	N/A

PRICING SCHEDULE 10090272-25-G  
 PROPOSER NAME AZTEC LANDSCAPING, INC.  
 AUTO CALC SUMMARY PRICING Rancho Bernardo Maintenance Assessment District

Section	Category	Description	Estimated Total Price Per Year	Estimated Total Hours Per Year	Estimated Total Price Per Month	Infrequent Tasks Estimated Total Price Per Year
A	Category II	Medians Landscaped with Trees, Shrubs, Groundcover (Approximately 190,615 Sq Ft)	\$ 88,732.50	1,937.00	\$ 6,890.33	\$ 6,048.50
A	Category III(a)	Medians Hardscaped – Stamped Concrete (Approximately 93,913 Sq Ft)	\$ 11,718.00	270.00	\$ 976.50	\$ -
A	Category III(b)	Medians Hardscaped - Asphalt (Approximately 201,031 Sq Ft)	\$ -	-	-	-
A	Category V(a)	Rights-of-Way or Adjacent Areas Landscaped with Trees, Shrubs, Groundcover – Non-irrigated (Approximately 653,975 Sq Ft)	\$ 19,453.00	452.00	\$ 1,621.08	\$ -
A	Category V(b)	Rights-of-Way or Adjacent Areas Landscaped with Trees, Shrubs, Groundcover – Undeveloped (Approximately 129,120 Sq Ft)	\$ 73,152.00	1,680.00	\$ 5,251.83	\$ 10,130.00
A	Category V(c)	Rights-of-Way or Adjacent Areas Landscaped with Trees, Shrubs, Groundcover – Irrigated (Approximately 9,760 Sq Ft)	\$ 20,606.00	478.00	\$ 1,717.17	\$ -
A	Category XI	Gutters (Approximately 204,821 Lin Ft)	\$ 7,213.80	156.66	\$ 445.32	\$ 1,870.00
A	Category XIV(a)	Other: Park Entrance – Landscaped with Trees, Shrubs, Groundcover (Approximately 38,367 Sq Ft)	\$ 25,698.00	195.00	\$ 2,141.50	\$ -
A	Category XIV(b)	Other: Bike Path (Approximately 62,230 sq Ft)	\$ 8,812.80	186.32	\$ 512.73	\$ 2,660.00
A	Routine Service	All Scheduled Tasks including Infrequent Tasks.	\$ 3,663.30	82.32	\$ 305.28	\$ -
Section A Totals:			\$ 259,049.40	5,437.30	\$ 19,861.74	\$ 20,708.50

Section	Description	Estimated Total Price Per Year	Estimated Total Hours Per Year
B	Extraordinary Labor	\$ 28,700.00	700
Section B Totals:		\$ 28,700.00	700
Section A and B Total:		\$ 287,749.40	

Section	Description	Estimated Total Price Per Year
C	Materials for Extraordinary Labor	\$ 40,000.00
Section C Total:		\$ 40,000.00

Section A, B, and C Total:		\$ 327,749.40
Total Proposal (One Year)		\$ 327,749.40

EXHIBIT C



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

## **ARTICLE I SCOPE AND TERM OF CONTRACT**

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

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

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

## **ARTICLE II CONTRACT ADMINISTRATOR**

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

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

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



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

### **ARTICLE III COMPENSATION**

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

**3.2 Invoices.**

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

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

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

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

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

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

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

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

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

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

## **ARTICLE IV SUSPENSION AND TERMINATION**

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE VI INTELLECTUAL PROPERTY RIGHTS**

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

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

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

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

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

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



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

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

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

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

## **ARTICLE VII INDEMNIFICATION AND INSURANCE**

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

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

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

Contractor shall provide, at a minimum, the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE VIII BONDS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE XI DISPUTE RESOLUTION**

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

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

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

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

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

## **ARTICLE XII MANDATORY ASSISTANCE**

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



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

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

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

## **ARTICLE XIII MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## EXHIBIT D

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

LANDSCAPE MAINTENANCE WITHIN RANCHO BERNARDO MAINTENANCE ASSESSMENT DISTRICT

RFP 10090272-25-G

**B. BIDDER/PROPOSER INFORMATION:**

AZTEC LANDSCAPING, INC.

Legal Name	DBA	
7980 LEMON GROVE WAY	LEMON GROVE	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	SECRETARY
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	TREASURER
Name	Title/Position
JAMUL, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
OWNER - 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 AND OTHER CONTRACT 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:

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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:

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

List names of all firm partners:

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☐ **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:

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

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

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

**E. FINANCIAL RESOURCES AND RESPONSIBILITY:**

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

Name of Bank: WELLS FARGO

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 HERNANDEZ, (619) 954-9092

Contact Email: ISIDOROH@CHULAVISTACA.GOV

Address: 1800 MAXWELL RD, CHULA VISTA, CA 92101

Contract Date: 2019-CURRENT

Contract Amount: 9 MILLION PER YEAR

Requirements of Contract: LANDSCAPE MAINTENANCE

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

Requirements of Contract: LANDSCAPE MAINTENANCE

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: \$697,893.69, 2025: \$731,835.04

Requirements of Contract: LANDSCAPE MAINTENANCE

#### G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?

☐ Yes ☒ No

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

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?

☐ Yes ☒ No

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

#### H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

☐ Yes ☒ No

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

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

☐ Yes ☒ No

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

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

☐ Yes ☒ No

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

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

☐ Yes ☒ No

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

#### I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?

☐ Yes ☒ No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?

☐ Yes ☒ No

Certification # \_\_\_\_\_

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: CALIFORNIA TREE SERVICE, INC.  
Address: PO BOX 2019, SAN MARCOS, CA 92079-2019  
Contact Name: GEORGE JOVANIC Phone: (760) 746-2867 Email: CALTREE222@YAHOO.COM  
Contractor License No.: 696749 DIR Registration No.: 1000009174  
Sub-Contract Dollar Amount: \$ AS NEEDED (per year) \$ AS NEEDED (total contract term)  
Scope of work subcontractor will perform: TREE SERVICE  
Identify whether company is a subcontractor or supplier: SUBCONTRACTOR  
Certification type (check all that apply): ☐ DBE ☐ DVBE ☐ ELBE ☐ MBE ☒ SLBE ☐ WBE ☐ Not Certified  
Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: CECILIA'S SAFETY SERVICE  
Address: 1211 DISTRIBUTION WAY, VISTA, CA 92081  
Contact Name: CECILIA KATHLEEN OSTLUND Phone: (858) 793-4465 Email: CECILIA@CECILIASSAFETYSERVICE.COM  
Contractor License No.: 788289 DIR Registration No.: 1000012757  
Sub-Contract Dollar Amount: \$ AS NEEDED (per year) \$ AS NEEDED (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.

**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

4/11/2025

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

ADDITIONAL SUBCONTRACTOR FOR AS NEEDED SWEEPING WORK:  
COMPANY: DOUG'S SWEEPING, INC.  
DIR #: 1000042223  
ADDRESS: PO BOX 879, SPRING VALLEY, CA 91976  
CONTACT: DOUG SHELLSTROM  
EMAIL: DOUGSSWEEPING@GMAIL.COM  
PH: 760-802-0122  
SUBCONTRACT DOLLAR AMOUNT: \$18,000.00 PER YEAR

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

4/11/2025

Date

April 8, 2020

Sent via US Mail and Email to: [marcy@azteclandscaping.com](mailto:marcy@azteclandscaping.com)

Marcy Grismer, V.P. of Operations  
Aztec Landscaping, Inc. (dba Aztec Janitorial Service)  
7980 Lemon Grove Way  
Lemon Grove, CA, 91945

Subject: Request for Proposal (RFP) No. 10089550-20-L, Janitorial Maintenance Service at Gaslamp Square Public Restrooms

Dear Ms. Grismer,

Thank you for the submittal of a proposal from Aztec Landscaping, Inc., dba Aztec Janitorial Service (Proposer) in response to the above-referenced RFP. Pursuant to section 22.3004(a), (b) and (f) of the San Diego Municipal Code (SDMC), the City rejects the submittal of Proposer and determines that Proposer is not responsible. The determination Proposer is not responsible is based on Proposer's response in the Contractor Standards Pledge of Compliance form, signed under penalty of perjury, submitted by Proposer in response to the RFP, as follows:

**1. Contractor Standards Pledge of Compliance, Section J, Wage Compliance.**

Proposer (see Attachment 1), responded "No" to page 8 of 12, Section J, Wage Compliance (see Attachment 2) which states, in part, "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?"

Proposer's response is inaccurate. City's records demonstrate that Aztec Landscaping, Inc. paid \$16.42 in back wages due to failure to pay covered employees applicable Living Wage Ordinance rates (see Attachment 3, Living Wage Ordinance Compliance Review #R16-01-A Findings and Recommendations letter dated December 28, 2015). Therefore, Proposer provided an inaccurate response to this question and is thereby determined as not responsible.

Pursuant to SDMC section 22.3017(b), you may contest the City's determination that

Ms. Grismer  
April 8, 2020

Proposer is not responsible, as further set forth in such section.

Thank you for your interest in doing business with the City. We encourage you to keep apprised of future procurement opportunities.

Sincerely,



Kristina Peralta  
Director, Purchasing & Contracting

Attachments:

- Attachment 1 – Contract Signature Page
- Attachment 2 – Contractor Standards Pledge of Compliance, page 1 and page 8
- Attachment 3 – Letter dated December 28, 2015, Living Wage Ordinance Compliance Review #R16-01A Findings and Recommendations

cc: Angela Errico, Program Manager, Purchasing & Contracting  
Lisa Hoffmann, Sr. Procurement Contracting Officer, Purchasing & Contracting  
Hilda Mendoza, Deputy City Attorney, Office of the City Attorney  
Sandra Vazquez, Supervising Procurement Contracting Officer, Purchasing & Contracting

## ATTACHMENT 1

acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

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

CONTRACTOR

Aztec Landscaping, Inc.  
dba Aztec Janitorial Service  
Proposer

7980 Lemon Grove Way  
Street Address

Lemon Grove  
City

(619) 464-3303

Telephone No.

marcy@azteclandscaping.com  
E-Mail

CITY OF SAN DIEGO

A Municipal Corporation

BY:

Print Name:

Director, Purchasing & Contracting  
Department

Date Signed

BY:

Signature of  
Proposer's Authorized  
Representative

Marisela Grismer  
Print Name

V.P. of Operations  
Title

March 6, 2020  
Date

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

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

BY:

Deputy City Attorney



## ATTACHMENT 2

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

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

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

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

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

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

RFP 10089550-20-L for Janitorial Maintenance Service at Gaslamp Square Public Restrooms

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**B. BIDDER/PROPOSER INFORMATION:**

Aztec Landscaping, Inc.		Aztec Janitorial Service	
Legal Name		DBA	
7980 Lemon Grove Way	Lemon Grove	CA	91945
Street Address	City	State	Zip
Marisela Grismer, V.P. of Operations	(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.

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 # N/A

3. Are you certified as any of the following:

- a. Disabled Veteran Business Enterprise Certification # N/A
- b. Woman or Minority Owned Business Enterprise Certification # N/A
- c. Disadvantaged Business Enterprise Certification # N/A

#### 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.

## ATTACHMENT 3



THE CITY OF SAN DIEGO

December 28, 2015

Ms. Susana Michel, Finance Manager  
Aztec Landscaping, Inc.  
7980 Lemon Grove Way  
Lemon Grove, CA 91945-1820

Dear Ms. Michel:

Subject: Living Wage Ordinance Compliance Review #R16-01A Findings and Recommendations

The Living Wage Program has completed a review of your firm's compliance with the Living Wage Ordinance requirements. A summary report of the findings and recommendations is attached; a LWO violation was found. A total of \$16.42 was recovered for covered employees.

Before this office can close out your review, we require your written response within 30 days acknowledging your firm's receipt of this review and intent to comply with the included recommendations (an e-mail message is sufficient).

Thank you for your cooperation during this review. If you have any questions, I'm available at (619) 236-6172 or by email at [MAlano@san-diego.gov](mailto:MAlano@san-diego.gov).

Sincerely,

Michele Alano  
Senior Compliance Officer

Attachment: LWO Compliance Review Report #R16-01A for Aztec Landscaping, Inc.

cc: Nora Nugent, Living Wage Manager, Purchasing & Contracting Department  
Chris Moore, Procurement Specialist, Purchasing & Contracting Department  
Mark Jennings, Associate Planner, Park & Recreation Department  
Joe Storniolo, Grounds Maintenance Manager, Park & Recreation Department  
Mike Poston, Grounds Maintenance Supervisor, Park & Recreation Department  
Steve Haupt, District Manager, Park & Recreation Department  
Ray Garcia, District Manager, Park & Recreation Department  
Carlos Rios, Area Manager, Park & Recreation Department  
Cathy Lawler, Area Manager, Park & Recreation Department  
John Tully, Grounds Maintenance Manager, Park & Recreation Department  
Manny Aranda, Grounds Maintenance Manager, Park & Recreation Department  
Sarah Erazo, Area Manager, Park & Recreation Department



# LIVING WAGE ORDINANCE COMPLIANCE REVIEW REPORT

## **REPORT NUMBER**

#R16-01A

## **DATE**

December 28, 2015

## **SUBJECT FIRM**

Aztec Landscaping, Inc.  
7980 Lemon Grove Way  
Lemon Grove, CA 91945-1820

## **PREVIOUS REVIEWS**

#R14-004 No violations  
#R09-011 \$23,359.34 Reimbursed to City

## **REPORTING GROUP**

Living Wage Program  
Purchasing & Contracting Department, City of San Diego  
Senior Compliance Officer, Michele Alano, 619-236-6172

## **AUTHORITY**

Living Wage Ordinance San Diego Municipal Code [SDMC] §22.4235(a)

## **OBJECTIVE**

Determine compliance with LWO requirements under San Diego Municipal Code Chapter 2, Article 2, Division 42

## **CONTRACT DESCRIPTION**

<b><u>Contract #</u></b>	<b><u>Bid #</u></b>	<b><u>Contract Title</u></b>
4500052879	—	Landscape Maint Rolando and Wabash parks
4500054883	—	Landscape Maint of Carmel Del Mar Park
4500055772	—	Landscape Maint Parkside Neighborhood Park
4500060154	—	Landscaping Services-Coral Gate MAD
4500063396	—	Landscape Maint Ashley Falls Neigh Park
4600000257	9964-10-Q	Landscape Maint for SR-163 Interchange
4600000269	9948-10-Q	Landscape Maintenance of Stonebridge
4600000270	9943-10-Q	Landscape Maintenance of Howard Lane Parks
4600000364	9968-11-Q	Landscape Maintenance of Dusty Rhodes
4600000492	9966-11-Q	Landscape Maintenance of Spring Cyn Park
4600000522	9967-11-Q	Landscape Maint for Rancho Bernardo Park
4600000675	9984-11-Q	Landscape Maintenance Gateway Ctr E MAD
4600000918	10016536-12W	Landscape Maintenance of Four Parks
4600001017	10019947-12W	Landscape Maintenance w/in Otay Int'l Ctr MAD



## **LWO Compliance Review Report #R16-01A**

**Aztec Landscaping, Inc.**

**December 28, 2015**

---

4600001449	10025899-12W	Landscape Maint for Open Space St. Medium
4600001548	10025238-13W	Landscape Maintenance of Desig Medians
4600001567	10030695-13W	Landscape Maintenance for Rancho Bernardo
4600001602	10024288-13W	Landscape Maintenance for Mira Mesa MAD
4600002168	10051852-15A	Brush Management Services

### **CONTRACT AMOUNT**

\$5,700,000 (approximate)

### **CONTRACT TERM**

Varies

### **REVIEW PERIOD**

July1, 2014, through June 30, 2015

### **VIOLATIONS**

SDMC section 22.4220(a): Failure to pay covered employees LWO rates.

### **BACK WAGES PAID**

\$16.42

### **BACKGROUND**

The Living Wage Program is responsible to monitor applicable service contracts for compliance with the Living Wage Ordinance [LWO]. Aztec Landscaping, Inc. [Aztec] had nineteen service contracts with LWO requirements at the initiation of the LWO Compliance Review. The subject contracts provide landscaping and brush management services for various City department throughout the City of San Diego. The contracts were reviewed to determine compliance with the Living Wage Ordinance.

### **REVIEW ACTIONS**

During the course of this Compliance Review, records were requested to determine whether correct LWO rates were paid, applicable compensated leave time granted and notifications provided to covered employees. Copies of California Employment Development Department Quarterly Contribution Return and Report of Wages (Continuation), form DE9C, were also requested. Interviews were conducted with one City Contract Administrator, two Aztec employees, and Aztec's Finance Manager, Comptroller and HR Assistant.

**SUMMARY**

Aztec is required to meet Living Wage Ordinance requirements, including payment of specified wages and benefits. The review period for this compliance review was for one year of activity from July 1, 2014, to June 30, 2015. Aztec has the most LWO contracts of any covered contractor with the City of San Diego and it has gone through two prior LWO Compliance Reviews.

Aztec was very helpful in providing all the requested documentation and was required to pay \$16.42 to four covered employees for benefits due.

**FINDINGS AND RECOMMENDATIONS**

Wages & Benefits. Aztec provided copies of covered employees' pay statements, compensated leave time records, a copy of its compensated leave policy and copies of CA Employment Development Department Tax Quarterly Contribution Return and Report of Wages (Continuation), form DE9C, for the four quarters under review.

*Recommendation:* While the violation identified in the failure to pay the benefits earned to all employees is very small compared to the number of contracts and overall payroll, it has been recommended that Aztec Landscaping implement robust policies and procedures to ensure all employees receive the proper benefits.

Compensated Leave Time. Aztec developed a comprehensive spreadsheet to track compensated leave for all employees. This spreadsheet is updated every payday to ensure all hours accrued and paid.

*Recommendation:* Aztec must continue to track accrued and paid compensated leave time for all covered employees for all hours accrued and paid.

Notification. The Living Wage Ordinance requires firms to notify covered employees of their rights under the ordinance and to advise them of their LWO rights, the possible availability of health insurance coverage under the *Affordable Care Act*, and the possible availability of the *Earned Income Tax Credit* (EITC) [SDMC section 22.4225(b)].

Aztec provides all notifications to employees upon hire and every July 1, as required by the LWO and provided signed statements from covered employees that they had received all the required notifications. Employees interviewed also confirmed receipt of all notifications and were aware of all their rights under the LWO.

*Recommendation:* Aztec must continue to distribute to covered employees the *LWO Notice to Employees*, *Affordable Care Act*, and *Earned Income Tax Credit* at time of hire and every July 1 as required by the Ordinance.

Complete information about the LWO along with current wage rates, forms and notices can be found posted on the City's website: [www.sandiego.gov/purchasing/programs/livingwage/](http://www.sandiego.gov/purchasing/programs/livingwage/)



**FIRM'S RESPONSE**

A written response to this Living Wage Ordinance Compliance Review acknowledging the firm's receipt of this review and intent to comply with above recommendations is due from Aztec within 30 days from the date of this report. (Firm may respond in an email to *M Alano@sandiego.gov*.)

## EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

### GOODS AND SERVICES CONTRACTOR REQUIREMENTS

#### I. City's Equal Opportunity Contracting Commitment.

The City of San Diego (City) promotes equal employment and subcontracting opportunities. The City is committed to ensuring that taxpayer dollars spent on public contracts are not paid to businesses that practice discrimination in employment or subcontracting. The City encourages all companies seeking to do business with the City to share this commitment. Contractors are encouraged to take positive steps to diversify and expand their subcontractor and supplier solicitation base and to offer opportunities to all eligible business firms.

*Contractors must submit the required EOCP documentation indicated below with their proposals. Contractors who fail to provide the required EOCP documentation are considered non-responsive.*

#### II. Definitions.

**Commercially Useful Function:** a Small Local Business Enterprise or Emerging Local Business Enterprise (SLBE/ELBE) performs a commercially useful function when it is responsible for execution of the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SLBE/ELBE shall also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether an SLBE/ELBE is performing a commercially useful function, an evaluation will be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE/ELBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE/ELBE credit claimed for its performance of the work, and other relevant factors. Specifically, an SLBE/ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE/ELBE participation, when in similar transactions in which SLBE/ELBE firms do not participate, there is no such role performed.

**Disadvantaged Business Enterprise (DBE):** a certified business that is (1) at least fifty-one (51%) owned by socially and economically Disadvantaged Individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically Disadvantaged Individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners. Disadvantaged Individuals include Black Americans, Hispanic Americans, Asian Americans, and other minorities, or individual found to be disadvantaged by the Small Business Administration pursuant to Section 8 of the Small Business Reauthorization Act.

**Disabled Veteran Business Enterprise (DVBE):** a certified business that is (1) at least fifty-one percent (51%) owned by one or more Disabled Veterans; and (2) business operations must be managed and controlled by one or more Disabled Veterans. A Disabled Veteran is a veteran of the U.S. military, naval, or air service who resides in California and has a service-connected disability of at least 10% or more. The firm shall be certified by the State of California's Department of General Services, Office of Small and Minority Business.

**Emerging Business Enterprise (EBE):** a business whose gross annual receipts do not exceed the amount set by the City Manager, and which meets all other criteria set forth in the regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for EBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace.

**Emerging Local Business Enterprise (ELBE):** a Local Business Enterprise that is also an Emerging Business Enterprise.

**Local Business Enterprise (LBE):** a business that has both a principal place of business and a significant employment presence in the County of San Diego, and that has been in operation for twelve (12) consecutive months.

**Minority Business Enterprise (MBE):** a certified business that is (1) at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minorities owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.

**Other Business Enterprise (OBE):** any business which does not otherwise qualify as Minority, Woman, Disadvantaged, or Disabled Veteran Business Enterprise.

**Principal Place of Business:** a location wherein a business maintains a physical office and through which it obtains no less than fifty percent (50%) of gross annual receipts.

**Significant Employee Presence:** no less than twenty-five percent (25%) of a business's total number of employees.

**Small Business Enterprise (SBE):** a business whose gross annual receipts do not exceed the amount set by the City Manager, and that meets all other criteria set forth in regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for SBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace. A business certified as a DVBE by the State of California, and that has provided proof of such certification to the City manager, shall be deemed to be an SBE.

**Small Local Business Enterprise (SLBE):** a Local Business Enterprise that is also a Small Business Enterprise.

**Women Business Enterprise (WBE):** a certified business that is (1) at least fifty-one percent (51 %) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.

### **III. Disclosure of Discrimination Complaints.**

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

### **IV. Work Force Report and Equal Opportunity Outreach Plan.**

- A. Work Force Report. Contractors shall submit with their proposal a Work Force Report (WFR) for approval by the City. (Attachment BB). If the City determines that there are under representations when compared to County Labor Force Availability data, then the Contractor will also be required to submit an Equal Employment Opportunity Plan (EEOP) to the City for approval. Questions regarding the WFR should be directed to the Equal Opportunity Contracting Department.
- B. Duty to Comply with Equal Opportunity Outreach Plan. A Contractor for whom an EEOP has been approved by the City shall use best efforts to comply with that EEOP.

### **V. Small and Local Business Program Requirements.**

The City has adopted a Small and Local Business Enterprise program for goods, services, and consultant contracts. The SLBE requirements are set forth in San Diego Municipal Code Division 36. For contracts in which the Purchasing Agent is required to advertise for sealed proposals in the City's official newspaper or consultant contracts valued over \$50,000, the City shall:

- A. Apply a maximum of an additional 12% of the total possible evaluation points to the Contractor's final score for SLBE or ELBE participation. Additional points will be awarded as follows:
  - a. If the Contractor achieves 20% participation, apply 5% of the total possible evaluation points to the Contractor's score; or
  - b. If the Contractor achieves 25% participation, apply 10% of the total possible evaluation points to the Contractor's score; or
  - c. If the prime contractor is a SLBE or an ELBE, apply 12% of the total possible evaluation points to the Contractor's score.

## **VI. Maintaining Participation Levels.**

- A. Additional points are based on the Contractor's level of participation proposed prior to the award of the goods, services, or consultant contract. Contractors are required to achieve and maintain the SLBE or ELBE participation levels throughout the duration of the goods, services, or consultant contract.
- B. If the City modifies the original specifications, the Contractor shall make reasonable efforts to maintain the SLBE or ELBE participation for which the additional points were awarded. The City must approve in writing a reduction in SLBE or ELBE participation levels.
- C. Contractor shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or ELBE subcontractor.
- D. Contractor's failure to maintain SLBE or ELBE participation levels as specified in the goods, services, or consultant contract shall constitute a default and grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.
- E. The remedies available to the City under San Diego Municipal Code Division 36 are cumulative to all other rights and remedies available to the City.

## **VII. Certifications.**

The City accepts certifications of MBE, WBE, DBE, or DVBE from the following certifying agencies:

- A. Current certification by the State of California Department of Transportation (CALTRANS) as DBE.
- B. Current MBE or WBE certification from the California Public Utilities Commission.
- C. DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.
- D. Current certification by the City of Los Angeles as DBE, WBE, or MBE.

Subcontractors' valid proof of certification status e.g., copy of MBE, WBE, DBE, or DVBE certification must be submitted with the proposal or contract documents. MBE, WBE, DBE, or DVBE certifications are listed for informational purposes only.

## **VIII. List of Attachments.**

- AA. Contractors Certification of Pending Actions
- BB. Work Force Report

## AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

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

### CHECK ONE BOX ONLY.

- ☒ The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.
- ☐ The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

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

Contractor Name: AZTEC LANDSCAPING, INC.

Certified By RAFAEL AGUILAR Title CEO  
Name

*Rafael Aguilar* Date 3/12/2025  
Signature

**EQUAL OPPORTUNITY CONTRACTING (EOC)**

1200 Third Avenue, Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 236-5904

**BB. WORK FORCE REPORT**

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

**NO OTHER FORMS WILL BE ACCEPTED**

**CONTRACTOR IDENTIFICATION**

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

Name of Company: AZTEC LANDSCAPING, INC.

ADA/DBA: \_\_\_\_\_

Address (Corporate Headquarters, where applicable): 7980 LEMON GROVE WAY

City: LEMON GROVE County: SAN DIEGO State: CA Zip: 91945

Telephone Number: 619.464.3303 Fax Number: 619.460.1106

Name of Company CEO: RAFAEL AGUILAR

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

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

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

Type of Business: LANDSCAPE MAINTENANCE Type of License: B, C27, C61/D49, C61/D38

The Company has appointed: ELEAZAR BELTRAN

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 7980 LEMON GROVE WAY, LEMON GROVE, CA 91945

Telephone Number: 619.464.3303 Fax Number: 619.460.1106 Email: EBELTRAN@AZTECLANDSCAPING.COM

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

*Check the box above that applies to this WFR.*

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

I, the undersigned representative of AZTEC LANDSCAPING, INC.

SAN DIEGO (Firm Name)  
\_\_\_\_\_, CALIFORNIA hereby certify that information provided  
(County) (State)

herein is true and correct. This document was executed on this 11 day of APRIL, 20. 25

Rafael Aguilar  
(Authorized Signature)

RAFAEL AGUILAR  
(Print Authorized Signature Name)

**WORK FORCE REPORT – Page 2**NAME OF FIRM: AZTEC LANDSCAPING, INC.DATE: 4/11/2025OFFICE(S) or BRANCH(ES): 7980 LEMON GROVE WAY, LEMON GROVE, CA 91945COUNTY: SAN DIEGO

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- |                                      |   |
|--------------------------------------|---|
| (1) Black or African-American        | (5) Native Hawaiian or Pacific Islander                 |
| (2) Hispanic or Latino               | (6) White   |
| (3) Asian                            | (7) Other race/ethnicity; not falling into other groups |
| (4) American Indian or Alaska Native |   |

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

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial			4	2										
Professional														
A&E, Science, Computer														
Technical														
Sales			12	2							2	0		
Administrative Support			2	13										
Services														
Crafts														
Operative Workers			4	0										
Transportation														
Laborers*	7	0	356	41										

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

Totals Each Column	7	0	378	58							2	0		
--------------------	---	---	-----	----	--	--	--	--	--	--	---	---	--	--

**Grand Total All Employees**

**445**

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

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														



**WORK FORCE REPORT – Page 3**NAME OF FIRM: AZTEC LANDSCAPING, INC.DATE: 4/11/2025OFFICE(S) or BRANCH(ES): 7980 LEMON GROVE WAY, LEMON GROVE, CA 91945COUNTY: SAN DIEGO

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- |                                      |   |
|--------------------------------------|---|
| (1) Black or African-American        | (5) Native Hawaiian or Pacific Islander                 |
| (2) Hispanic or Latino               | (6) White   |
| (3) Asian                            | (7) Other race/ethnicity; not falling into other groups |
| (4) American Indian or Alaska Native |   |

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

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

Totals Each Column														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

<b>Grand Total All Employees</b>	<b>0</b>
----------------------------------	----------

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

Disabled														
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## Work Force Report

### HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

### WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report<sup>1</sup>. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county<sup>2</sup>. If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

### MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report<sup>1, 3</sup>. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.<sup>3</sup>

### TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one <sup>1</sup>, two <sup>2</sup> & three <sup>3</sup>. These numbers coincide with the types of work force report required in the example. See below:

<sup>1</sup> One San Diego County (or Most Local County)  
Work Force – Mandatory in most cases

<sup>2</sup> Branch Work Force \*

<sup>3</sup> Managing Office Work Force

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

### RACE/ETHNICITY CATEGORIES

**American Indian or Alaska Native** – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

**Asian** – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

**Black or African American** – A person having origins in any of the Black racial groups of Africa.

**Native Hawaiian or Pacific Islander** – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

**White** – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

**Hispanic or Latino** – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

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## Exhibit A: Work Force Report Job Categories – Administration

Refer to this table when completing your firm's Work Force Report form(s).

### Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers  
Business Operations Specialists  
Financial Specialists  
Operations Specialties Managers  
Other Management Occupations  
Top Executives

### Professional

Art and Design Workers  
Counselors, Social Workers, and Other Community and Social Service Specialists  
Entertainers and Performers, Sports and Related Workers  
Health Diagnosing and Treating Practitioners  
Lawyers, Judges, and Related Workers  
Librarians, Curators, and Archivists  
Life Scientists  
Media and Communication Workers  
Other Teachers and Instructors  
Postsecondary Teachers  
Primary, Secondary, and Special Education School Teachers  
Religious Workers  
Social Scientists and Related Workers

### Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers  
Computer Specialists  
Engineers  
Mathematical Science Occupations  
Physical Scientists

### Technical

Drafters, Engineering, and Mapping Technicians  
Health Technologists and Technicians  
Life, Physical, and Social Science Technicians  
Media and Communication Equipment Workers

### Sales

Other Sales and Related Workers  
Retail Sales Workers  
Sales Representatives, Services  
Sales Representatives, Wholesale and Manufacturing  
Supervisors, Sales Workers

### Administrative Support

Financial Clerks  
Information and Record Clerks  
Legal Support Workers

Material Recording, Scheduling, Dispatching, and Distributing Workers  
Other Education, Training, and Library Occupations  
Other Office and Administrative Support Workers  
Secretaries and Administrative Assistants  
Supervisors, Office and Administrative Support Workers

### Services

Building Cleaning and Pest Control Workers  
Cooks and Food Preparation Workers  
Entertainment Attendants and Related Workers  
Fire Fighting and Prevention Workers  
First-Line Supervisors/Managers, Protective Service Workers  
Food and Beverage Serving Workers  
Funeral Service Workers  
Law Enforcement Workers  
Nursing, Psychiatric, and Home Health Aides  
Occupational and Physical Therapist Assistants and Aides  
Other Food Preparation and Serving Related Workers  
Other Healthcare Support Occupations  
Other Personal Care and Service Workers  
Other Protective Service Workers  
Personal Appearance Workers  
Supervisors, Food Preparation and Serving Workers  
Supervisors, Personal Care and Service Workers  
Transportation, Tourism, and Lodging Attendants

### Crafts

Construction Trades Workers  
Electrical and Electronic Equipment Mechanics, Installers, and Repairers  
Extraction Workers  
Material Moving Workers  
Other Construction and Related Workers  
Other Installation, Maintenance, and Repair Occupations  
Plant and System Operators  
Supervisors of Installation, Maintenance, and Repair Workers  
Supervisors, Construction and Extraction Workers  
Vehicle and Mobile Equipment Mechanics,

Installers, and Repairers  
Woodworkers

**Operative Workers**

Assemblers and Fabricators  
Communications Equipment Operators  
Food Processing Workers  
Metal Workers and Plastic Workers  
Motor Vehicle Operators  
Other Production Occupations  
Printing Workers  
Supervisors, Production Workers  
Textile, Apparel, and Furnishings Workers

**Transportation**

Air Transportation Workers  
Other Transportation Workers  
Rail Transportation Workers  
Supervisors, Transportation and Material  
Moving Workers  
Water Transportation Workers

**Laborers**

Agricultural Workers  
Animal Care and Service Workers  
Fishing and Hunting Workers  
Forest, Conservation, and Logging Workers  
Grounds Maintenance Workers  
Helpers, Construction Trades  
Supervisors, Building and Grounds Cleaning  
and Maintenance Workers  
Supervisors, Farming, Fishing, and Forestry  
Workers

**Exhibit B: Work Force Report Job Categories-Trade**

**Brick, Block or Stone Masons**

Brickmasons and Blockmasons  
Stonemasons

**Carpenters**

**Carpet, floor and Tile Installers and Finishers**

Carpet Installers  
Floor Layers, except Carpet, Wood and Hard  
Tiles  
Floor Sanders and Finishers  
Tile and Marble Setters

**Cement Masons, Concrete Finishers**

Cement Masons and Concrete Finishers  
Terrazzo Workers and Finishers

**Construction Laborers**

**Drywall Installers, Ceiling Tile Inst**

Drywall and Ceiling Tile Installers  
Tapers

**Electricians**

**Elevator Installers and Repairers**

**First-Line Supervisors/Managers**

First-line Supervisors/Managers of  
Construction Trades and Extraction Workers

**Glaziers**

**Helpers, Construction Trade**

Brickmasons, Blockmasons, and Tile and  
Marble Setters  
Carpenters  
Electricians  
Painters, Paperhangers, Plasterers and Stucco  
Pipelayers, Plumbers, Pipefitters and  
Steamfitters  
Roofers  
All other Construction Trades

**Millwrights**

Heating, Air Conditioning and Refrigeration  
Mechanics and Installers  
Mechanical Door Repairers  
Control and Valve Installers and Repairers  
Other Installation, Maintenance and Repair  
Occupations

**Misc. Const. Equipment Operators**

Paving, Surfacing and Tamping Equipment  
Operators  
Pile-Driver Operators  
Operating Engineers and Other Construction  
Equipment Operators

**Painters, Const. Maintenance**

Painters, Construction and Maintenance  
Paperhangers

**Pipelayers and Plumbers**

Pipelayers  
Plumbers, Pipefitters and Steamfitters

**Plasterers and Stucco Masons****Roofers****Security Guards & Surveillance Officers****Sheet Metal Workers****Structural Iron and Steel Workers****Welding, Soldering and Brazing Workers**

Welders, Cutter, Solderers and Brazers  
Welding, Soldering and Brazing Machine  
Setter, Operators and Tenders

**Workers, Extractive Crafts, Miners**

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

**COMPANY INFORMATION**

Company Name: Aztec Landscaping, Inc.

Company Address: 7980 Lemon Grove Way, Lemon Grove, CA 91945

Company Contact Name: Eleazar Beltran

Contact Phone: (619) 464-3303

**CONTRACT INFORMATION**

Contract Number (if no number, state location): RFP 10090272-25-G

Start Date: TBD

Contract Title (or description): LANDSCAPE MAINTENANCE WITHIN RANCHO BERNARDO MAD

End Date: TBD

Purpose/Service Provided: Landscape Maintenance

**TERMS OF COMPLIANCE**

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

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

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

**CONTRACTOR CERTIFICATION**

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

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

Rafael A. Aguilar

Name of Signatory

Chief Executive Officer

Title of Signatory

*Rafael A. Aguilar*

Signature

4/11/2025

Date

**FOR OFFICIAL CITY USE ONLY**

Date of Receipt:

LWO Analyst:

Contract Number:









# 10090272-25-G, Complete Landscape Maintenance Service for Rancho Bernardo Maintenance Assessment District MAD

Final Audit Report

2025-06-27

Created:	2025-06-26
By:	Jerry Gibbs (jggibbs@san Diego.gov)
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