



Invitation to Bid (ITB) for Landscape Maintenance for Brown and Montgomery Airports

Addendum A

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|---|---|
| Solicitation Number: | 10090205-25-P |
| Solicitation Issue Date: | January 24, 2025 |
| Pre-Bid Conference: | No Pre-Bid Conference will be held. |
| <u>Revised</u> Questions and Comments Due: | February 14, 2025 @ 12:00 p.m. |
| <u>Revised</u> Bid Due Date and Time ("Closing Date"): | February 27, 2025 @ 3:00 p.m. |
| Contract Terms: | Two (2) years, with three (3), additional one (1) year options to renew from the Effective Date, as defined in Article I, Section 1.2 of the City's General Contract Terms and Provisions. |
| City Contact: | Paige Spounias-Flynn Senior Procurement Contracting Officer pflynn@sandiego.gov 619.533.6441 |
| Submissions: | <p>Bidder is required to provide one (1) original hard copy and one (1) electronic copy (e.g., thumb drive or CD), or an electronic bid via PlanetBids, of their response as described herein.</p> <p>The City may require Bidders to submit original hard copies prior to execution of the contract if the PlanetBids electronic submission does not include an authorized electronic signature page (e.g., Adobe Sign, DocuSign).</p> <p>Completed and signed ITB signature page is required, with most recent addendum listed as acknowledgement of all addenda issued.</p> |

**CONTRACT RESULTING FROM INVITATION TO BID NUMBER 10090205-25-P, Landscape
Maintenance for Brown and Montgomery Airports**

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful bidder to Invitation to Bid (ITB) #10090205-25-P, Landscape Maintenance for the Brown Field and Montgomery-Gibbs Airports (Contractor).

RECITALS

On or about January 24, 2025, City issued an ITB to prospective bidders on services to be provided to the City. The ITB and any addenda and exhibits thereto are collectively referred to as the "ITB." The ITB is attached hereto as Exhibit A.

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

City wishes to retain Contractor to provide landscape maintenance for Brown and Montgomery Airports 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 the 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 two (2) years beginning on the Effective Date. City may, in its sole discretion, extend this Contract for three (3) additional one (1) year period(s). The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

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

**ARTICLE III
COMPENSATION**

Susan Herrera

3.1 Amount of Compensation. City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed \$1,733,000.00.*(The not to exceed amount will be added in this final Contract prior to the final execution of the Contract by the City, with the Contractor's initials indicating acceptance.)*

**ARTICLE IV
WAGE REQUIREMENTS**

4.1 By submitting a response to this ITB, 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 Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the ITB, 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 document highest in the order of precedence controls. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

- 1st The Contract
- 2nd The ITB and the City's written acceptance of any exceptions or clarifications to the ITB, if any
- 3rd Contractor's Pricing

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

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

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

CONTRACTOR

CITY OF SAN DIEGO
A Municipal Corporation

POWERLAND EQUIPMENT, INC.

Proposer

BY: 

27943 VALLEY CENTER ROAD

Street Address

Print Name: Claudia Abarca

Director, Purchasing & Contracting

VALLEY CENTER, CA 92082

City

Title

04/25/2025

760-749-1271


Telephone No.

Date Signed

susan@powerlandequipment.com

E-Mail

BY:



Signature of
Proposer's Authorized
Representative

Approved as to form this 25th day of
April, 2025.

HEATHER FERBERT, City Attorney

SUSAN T. HERRERA

Print Name


BY: Julie Inman (Apr 25, 2025 11:49 PDT)

Deputy City Attorney

CFO

Title

04/22/25

Date

EXHIBIT A
INSTRUCTIONS AND BID REQUIREMENTS

A. BID SUBMISSION

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

1.1 Reserved.

1.2 Paper Bids. The City will accept paper bids in lieu of eBids. Paper bids 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 bids will not be accepted.

1.3 Bid Due Date. Bids must be submitted prior to the Closing Date indicated in the eBidding System. E-mailed and/or faxed bids will not be accepted.

1.4 Pre-Bid Conference. No pre-bid conference will be held for this ITB.

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 bidders who are on record as having received this ITB via its eBidding System. No oral communications can be relied upon for this ITB. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this ITB.

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

2. Submission of Information and Forms.

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

2.2 Exceptions requested by bidder, if any. The bidder must present written factual or legal justification for any exception requested to the Scope of Work, Contract, or the Exhibits. 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 bidder's exceptions, reject bidder's exceptions and deem the bid non-responsive, or award the Contract without bidder's proposed exceptions.

2.3 The Contractor Standards Pledge of Compliance Form.

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

2.5 Living Wage Ordinance Certification of Compliance.

2.6 Licenses as required in Exhibit B.

2.7 Reserved.

2.8 Additional Information as required in Exhibit B.

2.9 Energy Efficiency Certificates, if applicable, from an energy efficiency program such as the U.S. Environmental Protection Agency's Energy Star Efficiency Program.

2.10 A Guarantee of Good Faith in the form of a certified check, a bank or postal money order, or a bid bond executed by a corporation authorized to issue surety bonds in the State of California.

2.11 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.

3. **Bid Review.** Bidders are responsible for carefully examining the ITB, the Scope of Work, this Contract, and all documents incorporated into the Contract by reference before submitting a bid. If selected for award of contract, bidder shall be bound by same unless the City has accepted bidder's exceptions, if any, in writing.

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

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 bidder 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.** Bidder shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the bid.

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. Bidder 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 bidder offers an item of a manufacturer or vendor other than that specified, the bidder 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 bidder'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. Bidder is responsible for verifying all prices and extensions before submitting a bid.

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

7.2 Bid Modification or Withdrawal of Bid After Bid Opening. Any bidder who seeks to modify or withdraw a bid because of the bidder's inadvertent computational error affecting the bid price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The bidder 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 bidder to prove the inadvertent error. If, as a result of a bid modification, the bidder is no longer the apparent successful bidder, the City will award to the newly established apparent successful bidder. The City's decision is final.

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

9. Public Records. By submitting a bid, the bidder acknowledges that any information submitted in response to this ITB 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 bidder 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 bidder 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 bidder 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 bidder does not provide a specific and detailed legal basis for requesting the City to withhold bidder's confidential or proprietary information at the time of bid submittal, City will release the information as required by the CPRA and bidder will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the bidder's obligation to defend, at bidder'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 bidder's request. Furthermore, the bidder 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 bidder's request. Nothing in the Contract resulting from this bid creates any obligation on the part of the City to notify the bidder or obtain the bidder's approval or consent before releasing information subject to disclosure under the CPRA.

10. Right to Audit. The City Auditor may access bidder'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 ITB.

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 bids.

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

4. Unit Price. Unless the bidder 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 bid, any difference between the unit price correctly extended and the total price shown for all items shall be resolved in favor of the unit price.

C. BID OPENING. All bids will be opened at, or immediately after, the time noticed for the bid opening in a location that is open to the public. No bidder or interested person will be excluded from the bid opening. Where no member of the public is in attendance, at least one City officer or employee, in addition to the City employee opening the bids, will be present. Bid results will be announced in the presence of those attending. The name of the project will be audibly announced to those present followed by the name of the bidder, the name of the surety, the amount of the bond, if required, and the total amounts or unit amounts bid. Any person present shall have the right to ask the announcements be repeated or to ask that omitted data be supplied. Such requests will be honored to the extent they do not unreasonably delay or interfere with the bid opening procedure, as determined at the sole discretion of the City employee opening the bids.

D. EVALUATION OF BIDS

- 1. Low Bid Award.** A contract will be awarded to the lowest responsible and responsive bidder.
- 2. Additional Information.** The City may require bidder to provide additional written or oral information to clarify responses.
- 3. Sustainable Materials.** Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.
- 4. Waiver of Defects and Technicalities.** The City may waive defects and technicalities in bids when to do so is in the City's best interests.
- 5. Rejection of All Bids.** The City may reject any and all bids when to do so is in the City's best interests.

E. ANNOUNCEMENT OF AWARD

- 1. Award of Contract.** The City will inform all bidders of its intent to award a Contract in writing.
- 2. Obtaining Bid Results.** Bid results may be obtained by: (1) attending the bid opening; (2) e-mailing a request to the City Contact identified on the eBidding System; or (3) visiting the P&C eBidding System to review the bid results. To ensure an accurate response, requests should reference the Solicitation Number. Bid 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 bidders. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

F. 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 bidders 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.

G. SUBMITTALS REQUIRED UPON NOTICE OF INTENT TO AWARD. The successful bidder is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice of Intent to Award 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

Goods and Services ITB

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OCA Document No. 879132_3

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. All businesses that contract with the City must have a current business tax certificate unless the City Treasurer determines the business is exempt.

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

5. Reserved.

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

**EXHIBIT B
SCOPE OF WORK**

A. BID SPECIFICATIONS

1. For the purposes of this Scope of Work, the Technical Representative is identified in the notice of award and is responsible for overseeing and monitoring this Contract.
2. **Landscape Maintenance Specifications.** Contractor shall perform complete landscape maintenance for Contract Site Locations (as identified in Section L) at the City-owned airports identified as (1) Brown Field Airport, located at 1424 Continental Street San Diego, California 92154 (Brown Field); and (2) Montgomery-Gibbs Executive Airport, located at 3750 John J Montgomery Drive San Diego, California 92123 (Montgomery-Gibbs). Brown Field and Montgomery-Gibbs are collectively referred to in this Contract as the "Airports." The landscape maintenance services required under the Contract include: mowing, shrub pruning or shrub removal, herbicide services, weed control, litter control, and all other related landscape maintenance work required to maintain the Contract Site Locations as directed by the Technical Representative.
3. The Contractor shall provide all permits, equipment, labor, and materials necessary for performing the landscape maintenance required by the Contract according to the specifications contained in this Exhibit B of this Contract.
4. Contractor shall own all required equipment to complete the work specified. Alternatively, Contractor may submit leases or agreements for rental of the required equipment, provided that the leases or agreements demonstrate that Contractor has access and rights to equipment use that are sufficient to perform the Specifications as described, including Service Frequencies, in this Contract. All such leases and agreements shall be subject to review and approval by the Technical Representative.

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

1. Contractor shall provide a valid Department of Industrial Relations (DIR) number in the space below, when submitting its bid. Contractor is required to hold and maintain DIR registration throughout the term of the Contract.

| | Registration No. | Expiration Date | Name |
|------------------------------------|------------------|-----------------|---------------------------|
| DIR Registration No. | 100000004224 | 06/30/26 | POWERLAND EQUIPMENT, INC. |
| Subcontractor DIR Registration No. | | | |

C. LICENSES

1. 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 listed on the ITB coversheet, 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 bid closing. The City's decision is final.
2. 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 bid.

| | License Number | Expiration Date | Name |
|--|----------------------------|-----------------|--|
| State of California Contractor License | Class: C-27 No.: 303356 | 12/31/2025 | POWERLAND EQUIPMENT, INC. ROBERT M. SMITH |
| Qualified Applicator Certificate | 104160 | 12/31/2025 | Robert M Smith |
| Pest Control Business License | 32092 | 12/31/25 | POWERLAND EQUIPMENT, INC. |
| Pest Control Advisor | 73278 | 12/31/2025 | LEE WOZNIAK |
| Recycled Water Site Supervisor | | | |

D. SCHEDULING OF WORK

1. The Contractor shall establish a periodic annual schedule of work (Work Schedule) to be followed in the performance of this Contract. The Work Schedule shall specify by month when mowing and spraying shall occur. The Work Schedule shall include all work to be performed under the Contract to maintain the vegetation at the Airports including mowing, spraying, vegetation removal, pruning, and herbicide application. In addition, the Contractor shall provide the Technical Representative with a list(s) of exact start dates for the mowing, spraying, and other infrequent operations at each of the Contract Sites at least fourteen (14) days in advance of performing any of these operations.

2. Unless otherwise specified, the Contractor shall accomplish all normal landscape maintenance required under this Contract between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday, excluding holidays (normal working hours). The Technical Representative may grant, on an individual basis, permission to perform Contract maintenance at other hours when the public's use of a Contract Site is too great to allow for proper maintenance during normal working hours. Maintenance functions that generate excess noise, that may cause unreasonable annoyance to residents of the area (e.g., operation of power equipment) shall not commence before 8:00 a.m. The periodic annual Work Schedule, provided by the Contractor, shall be completed and submitted to the Technical Representative along with the bid for this Contract. Contractor must submit any requests for changes in scheduling in writing, to the Technical Representative immediately. This Work Schedule shall include routine work as well as infrequent operations such as fertilization, pruning, mowing, and spraying.
3. The Contractor shall conduct all work under the Contract in a manner which shall not unreasonably interfere with pedestrian traffic on adjacent sidewalks or vehicular traffic on adjacent streets. In performing periodic operations required in this Contract, the Contractor shall complete all routine grounds maintenance services at all Contract Sites without interruption, unless instructed otherwise.
4. For each calendar year during the term of the Contract, Contractor shall complete the first mowing, grounds maintenance, and herbicide services required under this Contract prior to April 1st. Contractor shall complete subsequent mowing prior to July 1st and October 1st of each calendar year during the term of the Contract.

The Contractor shall perform all work under this Contract in a manner which shall not unreasonably interfere with aircraft traffic on adjacent taxiways or runways on adjacent Airport property.

E. QUALITY OF WORK

Contractor shall perform all work in accordance with the highest industry standards for landscape maintenance and shall keep the high aesthetic level of the Contract Sites and adhere to environmental requirements due to environmentally sensitive areas within both Airports. All work performed under this Contract shall be subject to inspection and control by the Technical Representative to ensure compliance with all rules, regulations, and requirements. The Technical Representative and/or Airport Manager shall notify the Contractor or Contractor's designated representative of any noncompliance with any of the quality of work Contract requirements. The Contractor shall, after receipt of such notice, immediately take corrective action to remedy the noncompliance. Any notice, when delivered by the Technical Representative and/or Airport Manager to the Contractor or their onsite representative, shall be considered notice of noncompliance.

F. CONTRACTOR'S RESPONSIBILITIES

1. **Company Representative.** A company representative (Company Representative), authorized to discuss matters related to this Contract, shall be designated by Contractor and be available during normal business hours, Monday through Friday. All calls from the Technical Representative shall be returned within one (1) business day.
2. **Emergency Calls.** The Contractor shall designate a representative that has 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 related to Contractor's work that are received by the Technical Representative and/or Airport Manager shall be referred to the Contractor for immediate disposition.
3. **Reporting of Damages.** The Contractor or its personnel shall immediately report any hazards, damages, defects, leaks, power outages, or any other problems or irregularities that poses threat to the safety of the public or employees, or a loss of City assets (including water), to the Technical Representative and/or Airport Manager immediately. Safety problems should be reported by calling the Technical Representative and/or Airport Manager during the City's normal business hours.

4. Staffing

a. Supervision

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

At a minimum, Contractor shall maintain one (1) qualified field supervisor (Field Supervisor) on the job at all times while work is being performed to provide the necessary supervision to ensure work is completed as specified under the Contract. A resume of the Field Supervisor shall be submitted to City upon request. Payroll records may be utilized to verify the Field Supervisor's experience. The Field Supervisor shall be employed by the Contractor at the time this Contract is awarded. Any changes in Field Supervisor(s) shall be submitted to the Technical Representative and approved in writing.

The Field Supervisor shall inspect all Contract Sites a minimum once per day for each day Contractor is performing work under his Contract. These inspections shall include a written punch list or report of items completed during the job. Contractor shall provide punch lists or reports to the Airport Manager or designee at the end of each job (i.e., at the completion of each mow).

b. Environmentally Sensitive Areas

The Contractor shall be required to work with and follow directions from the Technical Representative and comply with any applicable City conservation plans that specify the environmental requirements and restrictions when working within areas of the Airports that are deemed “Environmentally Sensitive” (e.g., the Vernal Pool Habitat Conservation Plan, adopted by the City in early 2017). The Airports may have wildlife, plants, or habitat that are sensitive under Federal, State, or City standards. Prior to working on either Airport, Contractor must prepare and properly clean equipment to avoid contamination and the spread of invasive species. The Technical Representative shall provide direction when working on these areas, and Contractor shall address applicable environmental requirements prior to the start of work, every day that Contractor performs work under this Contract.

c. Adequate Personnel

Contractor is required to have a minimum of two (2) full time employees to perform the required work under this Contract, not including the Field Supervisor.

5. Proper Conduct

The Contractor and their employees shall always conduct themselves in a professional and efficient manner and shall cause the least possible annoyance to the public while performing work under this Contract.

6. Removal of Employee

The Technical Representative may require the Contractor to remove from the Contract Site(s) any employee(s) that City deems careless, unqualified, or otherwise objectionable, or whose continued employment under the Contract City considers to be contrary to the best interest of the City of San Diego.

7. Communication Skills

Due to the proximity to active taxiways and runways, Contractor shall ensure that at minimum, all on-site Field Supervisors and staff can communicate in English verbally.

8. Repairs to Existing Facilities

a. Contractor shall repair any portions of existing structures or facilities that are damaged or altered in any way as a result of Contractor’s work under this Contract, which repairs shall be previously approved by the City in writing. Contractor shall perform all repairs under this Section 8.a. as directed by the Technical Representative, and at no cost to the City.

b. Contractor shall make any repairs to facilities required to be done by Contractor immediately after damage or alteration occurs, unless otherwise directed by City staff. If repairs are not made by the Contractor to the satisfaction of the Technical Representative, deductions shall be made from the payment under this Contract in the amount to cover the cost of repairs, as determined by the Technical Representative in the Technical Representative's sole discretion.

c. Contractor shall repair or replace all portions of existing structures or facilities damaged or altered by vandalism or theft, as directed and approved by the Technical Representative in writing. Authorization from the Technical Representative shall be obtained before repairs to the facilities are made, unless otherwise directed. The City shall pay for materials and labor due to vandalism upon receipt of an approved invoice from the Contractor itemizing the labor and materials involved. Compensation for materials shall be the wholesale cost of the items involved plus ten percent (10%) for the Contractor's cost of handling. Compensation for labor shall be billed using rates specified in the price schedule.

d. Contractor shall notify the Technical Representative within twenty-four (24) hours of any damage caused by accident, vandalism, or theft..

9. Safety Requirements

Contractor shall perform all work under this Contract in such manner as to provide maximum safety to the public and in compliance with all applicable safety standards required by Occupational Safety and Health Administration (OSHA). The Technical Representative reserves the right to issue restraint or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this Contract.

10. Hazardous Conditions

The Contractor shall maintain all Contract Sites free of hazards to persons or property resulting from Contractor's operations. Contractor shall immediately report to the Technical Representative any hazardous conditions noted by the Contractor that are not a result of the Contractor's operations.

11. Hazardous Wastes Disposal Procedure

In all Contract Sites, the Contractor and Contractor's staff, upon finding illegally dumped debris that may be hazardous to the health or safety of Contractor's staff, the public, the landscape environment, 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, including:
 - 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 Contractor's appropriate supervisor and the Technical Representative as soon as possible. Remain at site until the Fire Department arrives.
- d. Determine the type of chemical by looking for labels on the containers without getting into harm's way, and providing the number, size and types of containers. Verify if spillage has occurred and where (soil, pavement, water, street).
- e. Do not move, touch, or sniff any of the material.

12. Clean up of Equipment

Due to Environmental Sensitive areas within the Airports, the Technical Representative or Airport Manager shall notify the Field Supervisor and staff of sensitive areas prior to beginning the job. An inspection and clean-up of equipment may be required by the City Airport Biologist to prevent environmental contamination of these sensitive areas prior to and after completing the mowing of these areas.

13. Use of Chemicals

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

Contractor shall submit a Pesticide Use Report, previously approved by the Technical Representative, with the Contractor's invoices for payment. This report shall include a statement of all applications of herbicides, and pesticides, detailing the chemical used, undiluted quantity, rate of application, are in which used, applicator's name and the date and purpose of the application. For months in which no pesticides are applied, state "No Pesticide Used" on the Pesticide Use Report.

14. Water Usage

In the event that the Contractor requires or necessitate the use of water, the Contractor shall have approval from the Airport Manager and shall have a City-approved Fire Hydrant Construction Meter(s) installed on the equipment OR shall incur the cost of any necessary water uses (see Section S – Vehicle, Equipment, Tools and Supplies).

15. Litter

a. Contractor Generated Trash

The Contractor shall promptly remove all debris generated by Contractor's mowing, trimming, weeding, and other work required under this Contract. Immediately after working in areas of Airport runways, driveways, and paved areas, the Contractor shall clean them with suitable equipment to be inspected by the Technical Representative.

G. CONTRACT ADMINISTRATION

The Technical Representative for this Contract is the City Airports Division designee specified on Notice to Proceed letter issued under this Contract. The Technical Representative shall provide daily oversight of this Contract to ensure compliance with the scope of work and/or performance of the Contract specifications. The Technical Representative, or designee, is also responsible for oversight of all invoice payments and billing questions for Purchase Orders issued under this Contract.

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

H. FAILURE TO PERFORM SATISFACTORILY

If the Contractor fails to perform all work as specified in this Contract, the City shall pay only Contractor for the amount of services actually received, as determined by the Technical Representative in the Technical Representative's sole and absolute discretion, with an appropriate downward adjustment in Contract price. Such adjustments may be in accordance with Section X. Pricing Schedule, provided by the Contractor.

The City shall perform inspections of the Contract Sites to ensure that the work required under this Contract is performed adequately and complies with Section K, Method of Performing Work. The City representative performing the inspection shall note any deficiencies in the work performed by Contractor under this Contract and shall provide the Contractor with a time frame to correct the deficiencies. If the Contractor fails to take corrective action within the specified time frame, the City may withhold payment and/or proceed with termination of the Contract.

City approved Fire Hydrant Construction Meter(s) shall be inspected by the Technical Representative or Airport Manager prior to water hydrant use. Water use approval shall be granted by the Technical Representative or Airport Manager prior to any usage. Any monetary fines or other damages assessed to the City for failure to follow water conservation regulations imposed by the State of California, the County Water Authority, or other legal entity shall be the responsibility of the Contractor unless cause to the contrary is substantiated to the satisfaction of the Technical Representative.

I. PAYMENTS WITHHELD

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

1. Contractor's work is performed in a manner which the City deems is defective, incomplete, or not performed.
2. Claims filed against the City for damage caused by the Contractor's acts or omissions, or reasonable evidence indicating probable filing of such claims.
3. Failure of the Contractor to make payments properly to Subcontractors for materials or labor.

J. INVOICING PROCEDURES

Contractor shall be paid in arrears, for work performed satisfactorily. Billing shall be in accordance with the Work Schedule, as specified in Section D. Scheduling of Work, allowing for City approved adjustments if any. Invoices shall be submitted to the Technical Representative or designee, monthly, at the address specified on the Purchase Order(s).

Contractor shall provide one (1) original invoice and one (1) copy by the 10th of the month following the month in which the Contractor performed the work. The invoice shall reference the purchase order number and include a description of the work performed by Contract Site.

Any extra-ordinary work to include the location work was performed shall be provided and Contractor shall attach written authorization from Technical Representative approving extra-ordinary work. Failure to do so shall result in payment being withheld for such services.

K. METHOD OF PERFORMING WORK

1. MOWING AND GROUNDS MAINTENANCE SPECIFICATIONS

Contractor shall provide mowing, brush/shrub trimming or removal, and herbicide services for the Contract Sites. Contractor shall perform these services on a year-round as needed basis in accordance with the criteria specified herein. Fluctuations in seasonal rainfall necessitate a varying degree of these services throughout the term of the Contract. Herbicide applications shall be performed on an as needed basis throughout the term of the Contract to control unwanted vegetation growth, including growth on all asphalt or concrete surfaces. The Contractor shall be responsible for all permits and licenses needed to complete this work.

The Contractor shall be required to perform periodic inspections with the Technical Representative and/or Airport Manager approximately every two (2) months to determine mowing, brush, and herbicide requirements for the Contract Sites. Some Contract Sites shall not permit vehicle traffic due to soft soil conditions during the wet season, and Contractor must mow these areas with small hand tools or machinery. Herbicides with pre-emergents or sterilants shall be applied on the surface of all runways and taxiways, and areas adjacent to runways and taxiways; and on pavement cracks, fence lines, and pedestrian walk areas designated by the Airport Manager to control the growth of vegetation. Contractor shall mow, trim, or cut down brush or landscaping foliage as may be required throughout the year. Contractor shall use special care and precautions when performing work or entering environmentally sensitive areas.

2. MOVEMENT

This Contract requires movement within a very controlled airport environment. All movement within the Aircraft Operations Area (AOA), as identified by the Technical Representative or Airport Manager, shall be done under the strict control of the Control Tower. Contractor's personnel and equipment shall receive permission by the Air Traffic Control Tower (ATCT) prior to moving on or across any taxiway or runway, including the Clear Zones, as identified by the Technical Representative or Airport Manager at the end of each runway.

The Contractor shall assume full responsibility, at Contractor's sole cost and expense, for ensuring that all vehicles and personnel are equipped with radios and headsets to accomplish the specifications described in this Contract, and to safely operate inside the AOA in accordance with Federal Aviation Administration (FAA) and ATCT regulations, at no cost to the City. Spare radios or batteries shall be available to immediately replace non-operational radios at work site (See Section N. Specification for Montgomery and Brown Field Airports, for more information). It is strongly recommended, that whenever practical, permanent mobile radios, with external speakers be installed, and used in larger equipment due to noisy environments, and long work periods.

The Contractor is not authorized to use any City equipment in the performance of this Contract.

3. MOWING EQUIPMENT AND REQUIREMENTS

Airfield Mowing

At the time of bidding, the Contractor shall have at its disposal a minimum of one, 100-horsepower tractor with a rotary or flail mower that has a minimum cutting width of 20 feet. The Contractor shall have a second tractor/mower combination which meets or exceeds these same specifications available within 24 hours in the event of breakdown.

Ditch and Bank mowing

The Contractor shall have at its disposal a boom type mower with a horizontal reach of 19 feet. Weed whipping equipment shall also be required to clear ditches as necessary.

Miscellaneous

Contractor's weed whipping equipment shall be provided to trim vegetation up to the chemically treated zones along perimeter fence lines and other structures, including the areas along runway, taxiway, and apron pavement as necessary.

Contractor shall remove all litter and debris from all Contract Sites prior to any mowing operations. Small rocks and debris that may be picked-up by the mower shall be collected and removed by the Contractor to an area designated by the Technical Representative and/or Airport Manager before mowing operations begin.

Contractor shall begin mowing or trimming before maximum grass height growth within 25 feet of all runways, taxiways, aprons, streets or roadways reaches an average of more than 6 inches. Exceptions shall be agreed upon by the Technical Representative and/or Airport Manager in writing, on a case-by-case basis.

In all other areas designated by the Technical Representative, Contractor shall initiate mowing whenever the grass height growth averages no more than 12 inches. The Technical Representative and/or Airport Manager retains the right to alter these criteria on a case-by-case basis.

Contractor shall mow or trim all Contract Sites to an average height of no higher than 3 inches. Exceptions to this policy shall be on a case-by-case basis as approved by the Technical Representative and/or Airport Manager in writing. Contract Sites not accessible by tractors or other equipment shall be mowed by hand, including drainage ditches and storm drains throughout the Contract Sites.

The rainy season in southern California is roughly anticipated to occur between the months of October through April, however this month range is subject to change depending on global weather fluctuations such as drought. During periods of the year when there is significant rainfall, mowing shall be determined by the soil conditions and the soil's ability to support the vehicles and equipment to be operated. Mowing operations shall not be allowed when soil is saturated with rainwater. Any ruts, holes, or depressions caused by mowing vehicles and/or equipment in the sod or dirt areas shall be filled and leveled by the Contractor immediately after incident. Locations of any ruts, holes, or depressions shall be brought to the attention of the Technical Representative and/or Airport Manager for evaluation. Some Contract Sites may require immediate response with cones and other traffic markings to warn pilots of hazard.

Contractor shall remove and clean up all grass, mud, dirt, rocks, or other debris that Contractor places on the runways, taxiways, or other aircraft operating areas before termination of operations each day.

4. BRUSH AND LANDSCAPING FOLIAGE MOWING, TRIMMING, OR REMOVAL REQUIREMENTS

Contractor shall perform brush or shrub mowing, trimming, and removal on an as-needed basis to maintain obstacle clearances, fire breaks, service roads, safety, and appearance of the Airports' grounds. Projects shall be assigned to the Contractor by the Technical Representative and/or Airport Manager.

Contractor shall perform brush mowing, trimming, or removal in areas requiring special precautions or performance. Contractor shall comply with all applicable environmental rules and regulations in its performance of the services under this Section 5.

Contractor shall dispose of all brush or shrubs cut, trimmed, or removed by chipping or shredding as much as possible. Technical Representative or his or her designee shall determine locations for these operations. Contractor shall immediately dispose of all cut limbs and brush. If chipping or shredding is not possible, then arrangements shall be made with the Airport Manager to transport the cuttings by the Contractor to a disposal facility.

The Contractor shall ensure that all brush and debris are cleared from any storm drains and their inlets or outlets. Contractor shall clear fences, gates, pedestrian pathways, and vehicle access roads of any brush, grass, debris, or litter.

5. SPRAYING

The Contractor shall use spraying equipment with a minimum chemical capacity of 1000 gallons, with a boom capable of covering a 20-foot wide swath. The spraying equipment shall be capable of being driven off road or the Contractor shall provide additional spraying equipment with off road capability.

7. CHEMICALS

The Contractor shall use the tank mix recommended by a licensed Pest Control Advisor to achieve a desired treatment of all vegetation to be sprayed. The Contractor may, in its discretion, spray pre-emergent and post-emergent together or separately dependent on weather conditions. The Contractor shall spray along all fence lines and structures to provide a weed-free zone up to the mowed sections. No weeds shall remain interspersed within chain link fences. Contractor shall maintain areas sprayed adjacent to runways and free of weeds 25 feet from pavement edge. Follow up herbicide sprays shall be required if initial herbicide sprays are not effective to keep specified areas 25 ft. from runway and taxiway pavement edge weed free throughout this Contract term.

8. HERBICIDE REQUIREMENTS

Contractor shall apply herbicide with pre-emergents from the edge lines outward to 25 feet for all runways and taxiways, to slow or stop the growth of vegetation. Contractor shall perform follow up herbicide sprays to ensure that the 25-foot areas adjacent to taxiways and runways remain weed free throughout the Contract term. Contractor shall incorporate a dye into the treatment to Contract Sites sprayed, except in areas sprayed where signage is present.

Contractor shall apply herbicide with pre-emergent or sterilant to all fence lines, border areas, and around obstructions, with a swath of no less than 10 feet to slow or stop the growth of vegetation. Contractor shall incorporate a dye shall into the treatment to identify areas sprayed.

Contractor shall apply herbicide during the season and with weather conditions that best promotes the maximum effectiveness of the application, as determined by City staff.

Contractor shall not store herbicides, pre-emergents, or sterilants on Airport property.

The Contractor shall ensure that all safety equipment required to satisfy State and County Pesticide Applicators regulations is used, (use of eye protection, gloves, boots, etc.) and equipment is inspected to check for leaks. Contractor shall ensure all regulatory and safety precautions are taken in the use and application of herbicides, pre-emergents, and sterilants. Contractor shall take additional precautions when necessary, during the application of herbicides near any buildings, vehicles, aircraft, pedestrians, or environmentally sensitive Contract Sites.

9. TRAFFIC CONTROL PLANS

If Contractor's performance of work under this Contract requires a street, sidewalk, alley, or bikeway to be blocked, wholly or partially due to work required under this Contract, the Contractor must 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 shall be filed prior to commencing work in the impacted area.

L. CONTRACT SITE LOCATIONS

The specific Contract Sites at the Airports to be maintained under the terms of this Contract are depicted and identified in the following attachments provided:

- Attachment A: Montgomery-Gibbs Mowing and Spraying Areas;
- Attachment B: Brown Field Mowing and Spraying Area;
- Attachment C: Brown Field Mowing Areas;
- Attachment D: Brown Field Spray Areas

M. SERVICE FREQUENCIES

The Contractor shall mow each Contract Site every three (3) months making the total mows four (4) per 12-month period. The Contractor shall check with the Airport Manager or his or her designee to determine if the mow schedule of every three (3) months needs to be modified due to rainfall or other circumstances. The Airport Manager or his or her designee shall work with Contractor to determine the vegetation removal and herbicide treatments necessary to maintain the vegetation for the Contract Sites. Fluctuations in rainfall may require modified frequency and schedule of mow(s), several herbicide treatments, and spot removal of vegetation with mower or weed whips (such as around only the runways and taxiway edges, signs, lights, and pedestrian walkways) to keep vegetation maintained, or removed through the 12-month period, as determined by the Technical Representative or Airport Manager.

Cutting and/or removal of brush and shrubs shall be required at various times during the year based on the needs of the Contract Sites, as determined by City in its sole discretion. Contractor shall apply herbicide to the Contract Sites on an as-needed basis throughout the year to control unwanted vegetation growth and keep areas 25 ft. from the edge of taxiways, and runways clear of vegetation. The Contractor shall be responsible for all permits and/or licenses needed to complete this work.

Some areas within the Airports shall not permit vehicle traffic due to soft soil conditions during periods of significant rain. The Contractor shall perform periodic inspections with the Airport Manager or designee to determine mowing, and brush management requirements and herbicide needs. Contractor shall apply herbicides with pre-emergent along and on all runways, taxiways, pavement cracks fence lines, and pedestrian walk areas with sufficient frequency to slow or stop the growth of vegetation. Herbicide, and pre-emergent applied to areas adjacent to taxiways and runways shall be sufficient to keep these areas free of weeds all year. Follow up herbicide sprays shall be required to kill weeds that were not affected by pre-emergent spray(s). Brush or Airport landscaping foliage may be required to be mowed, trimmed, or cut down at various times throughout the year.

1. QUALITY CONTROL PROGRAM

The Contractor shall submit an effective Quality Control Program (QCP) with its bid, to be followed while performing all work under the Contract. The QCP shall detail the methods and procedures that shall be taken to assure that all specifications and requirements of this Contract are met. Although guidelines are established and certain minimum requirements are specified in this Exhibit B and elsewhere in the Contract, the Contractor shall assume full responsibility for accomplishing the stated purposes outlined in this Contract to the satisfaction of the City.

The intent of this section is to enable the Contractor to establish a necessary level of quality control to perform the specifications and requirements of this Contract as efficiently as possible while portions of the Airports still remain open for public use. Airport management shall allow the Contractor as much latitude as possible to develop standards of control, while still maintaining the strict communication and procedural requirements when operating on the Airports.

Upon being awarded the Contract, a kick-off meeting shall be scheduled with the Airport Manager in which the Contractor shall prepare, discuss, and present its understanding of the quality control requirements. A detailed, comprehensive QCP shall be one of the primary factors in the award of this Contract. Contractor shall not begin work under this contract until a QCP is approved by the Airport Manager.

As part of the QCP, the Contractor shall establish methods to ensure that all work required and performed under the Contract by its employees, including that work performed by subcontractors, is inspected and supervised on a daily basis, including the inspection and maintenance of vehicles and equipment to prohibit untimely delays due to unscheduled maintenance downtime. The QCP shall be for all work performed under this Contract and in addition to other requirements of this section and any other activities deemed necessary by the Contractor to establish an effective level of quality control.

The QCP shall be organized to address, as a minimum, the following items:

- Methods to ensure Contract requirements are met and completed in a timely manner.
- Landscaping work schedule and methods of execution.
- Inspection methods and corrective action when quality control and/or acceptance criteria are not met.
- Methods to ensure radio communications, and vehicle and personnel control measures are maintained in the AOA.

- Methods to cover unscheduled vehicle or equipment down time, replacement availability, and field maintenance capabilities and/or requirements.
- Methods to ensure spills, drips, or leakage of fuels, oils, lubricants, and other materials considered toxic to the environment are prevented.

The Contractor is encouraged to add any additional elements to the QCP that its deems necessary to adequately control or perform all work required by this Contract.

All work and equipment in the Contract Sites shall be subject to inspection and control by the Airport Manager or his or her designee to ensure compliance of all rules and regulations, Contract requirements, and that safe, controlled operations are maintained on the Airports. Surveillance by the Airport Manager or his or her designee shall not relieve the Contractor of performing its own quality control inspections of work being performed.

The Technical Representative or Airport Manager shall notify the Contractor of any noncompliance with any of the foregoing requirements. The Contractor shall, after receipt of such notice, immediately take corrective action. Any notice, when delivered by the Technical Representative or Airport Manager to the Contractor or its authorized representative at the Contract Site, shall be considered sufficient notice.

If Contractor's work performed under this Contract does not comply with the Contractors QCP or the Contract provisions, or if the Contractor fails to properly operate and maintain an effective QCP, as determined by the Airport Manager in his or her sole discretion, the Airport Manager may:

- Require the Contractor to replace ineffective or unqualified personnel or subcontractors, or defective vehicle(s) or equipment, or
- Require the Contractor to stop operations until appropriate corrective actions are taken.

The Contractor shall be responsible for establishing a system in which daily progress reports and next workday plans are discussed and reviewed with the Technical Representative or the Airport Manager prior to execution. Certain work areas require coordination with the ATCT and notifications to pilots of area closures due to people and equipment in those areas.

N. SPECIFICATION FOR MONTGOMERY AND BROWN FIELD AIRPORTS

Contractor shall be required to operate within a very controlled airport environment. All work performed within the Aircraft Operations Area (AOA) shall be done so under the strict control of the ATCT. Familiarity with air traffic control procedures on the ground is mandatory. Two (2) way radio communications shall be established and

maintained at all times. Personnel and equipment shall be given permission by the control tower prior to moving on or across any taxiway or runway to include the Clear Zones at the end of each runway.

The Contractor shall assume full responsibility for ensuring all vehicles and personnel are equipped with radios and headsets to accomplish the specifications described in this Contract and to safely operate inside the AOA in accordance with Federal Aviation Administration (FAA) regulations and control tower instruction. Spare radios or batteries shall be available to immediately replace non-operational radios.

The Contractor is not authorized to use any City equipment in the performance of this Contract.

O. CONTRACT ACREAGE

The City reserves the right, at any time during the period of this Contract, to add or delete acreage or service frequency to the specifications and requirements maintained under this Contract. Adjustments to bid costs shall be made according to percentage of change.

The bid for this Contract shall be broken down into each category listed below. The Contractor shall be paid for services completed as to the specifications of this Contract by each category. Payments shall be based upon completion of specifications in each category. No partial payments shall be made.

Estimated Annual Frequency:

| LOCATION | FREQUENCY | ACREAGE |
|------------------|--|-------------------------|
| Montgomery Field | Four (4) Complete Airport mows | 139 Acres |
| | Two (2) Herbicide Treatments | 27 Acres |
| | Two hundred (200) hours of Brush Removal/Trimming/Mowing/Clipping/Spot spraying of herbicide | Hourly Rate per Laborer |
| Brown Field | Four (4) Complete Airport mows | 518 Acres |
| | Two (2) Herbicide Treatments | 38 Acres |
| | Two hundred (200) hours of Brush Removal/Trimming/Mowing/Chipping | Hourly Rate per Laborer |

P. AIRPORT SAFETY

The Contractor shall perform all work and supply all materials necessary for airport safety to perform the Services, including furnishing, installing, and removing temporary markings, signs, lighting, and barricades required during the course of all work performed under the Contract. The Contractor shall also furnish sufficient radio men or traffic guards for traffic control when necessary, as determined by City in its sole discretion.

For this specification, the Aircraft Operations Areas (AOAs) are areas of the Airports used or intended to be used for landing, taking off, or surface maneuvering of aircraft. The Contractor shall ensure all its personnel and subcontractors comply with the following requirements at all times during the Contract term:

1. Prior to the commencement of each day of work under the Contract, the Contractor, or designee, and the Technical Representative or Airport Manager, shall plan and discuss the work to be performed, routes to and from the Contract Sites, and any safety concerns while performing the work. Work in a designated area shall be determined in advance and approved by the Airport Manager or his or her designee. Operations inside the AOA shall require preparations and notifications to the control tower for closures of these affected areas prior to any movement into these areas.
2. A three (3) foot square FAA approved orange and white checkered flag mounted on a pole or rod, shall be provided by the Contractor and placed on the highest point of ALL vehicles and equipment not equipped with a Yellow Strobe light. The checkered pattern shall be of international orange and white squares at least 1 foot in size on each side of the flag. In the absence of a checkered flag, a yellow, low-intensity, strobe light may be used. The strobe light shall flash at a rate of 7,515 flashes per minute. During periods of low ambient light conditions, vehicles shall be equipped with headlights, taillights, and flashers to be used for all activities during these conditions. All vehicles intended to be used during low ambient light conditions shall have an operational yellow, low-intensity, strobe light - on at all times in lieu of the checkered flag. Vehicles and equipment without these lights shall not be operated earlier than thirty (30) minutes prior to sunrise, or thirty (30) minutes after sunset, or when deemed unsafe by the Technical Representative and/or Airport Manager, or the control tower.
3. The Contractor shall perform work with minimal impact or interference to the operation of any aircraft on the Airports. All vehicles, equipment, and workers working along active taxiways and aprons shall cease working and move away from the apron and taxiways edge when an aircraft is taxiing by. This is best performed by a supervisor or lead co-worker watching for taxiing aircraft and signaling to the other workers to move away from the taxiways edge; then signaling the all clear and resume working.
4. No vehicle activity shall be allowed in the following areas without first obtaining approval from the Technical Representative and/or Airport Manager and having clearance from the control tower:
 - Within 50 feet of the runway edge line, 200 feet from the departure end, and 1,000 feet from the approach end of an active runway;
 - Within 15 feet of a parked aircraft;

- Within 25 feet of a parked aircraft.
5. No mowing, landscaping, or herbicide treatment activity shall be allowed when control tower personnel cannot observe the movement of the vehicles, equipment, or workers performing duties of this Contract while inside the AOA. During poor visibility conditions, operations inside the AOA shall be at the discretion of the control tower personnel. Control tower personnel shall be able to observe all operations inside the AOA to ensure safety requirements are being met.
 6. At the end of each day work is performed by Contractor under this Contract, all equipment shall be stored at the Contractor's staging area, which area shall be determined by the Technical Representative or Airport Manager, or designee, in his or her sole and absolute discretion. Security of all vehicles and equipment shall be the responsibility of the Contractor. All of Contractor's vehicles and equipment shall be parked and serviced in Contractor's staging area, unless otherwise approved by the Technical Representative. Contractor shall be responsible for the cleanup and care of the work site. Airport staff shall inspect Contractor's staging area to ensure compliance. After Contractor's departure, any cleanup services deemed necessary by Airport staff shall be deducted from contracted services payments. If cleanup costs exceed contracted services payments, the Contractor shall be billed for the excess.
 7. Contractor's staff working on foot shall remain at least 200 feet from any operational runway or taxiway, unless cleared by the control tower. Contractor's staff working within these safety areas shall wear international orange vests, or other brightly colored orange shirts approved by the Airport Manager. Contractor's personnel must wear hearing protection devices at all times while working with or near noisy equipment or aircraft. All clothing and safety equipment shall be provided by the Contractor.
 8. Contractor shall not use welding equipment within 100 feet of fuel trucks and/or aircraft.
 9. The Contractor shall be responsible for ensuring that all AOAs are kept free from debris, equipment, and materials as a result of mowing, landscaping, or herbicide treatment activity that may endanger or be ingested by an aircraft. Contractor shall remove any grass clippings or other debris cut or thrown onto the runways or taxiways upon completion of mowing activities for that day.
 10. The Contractor shall ensure that its employees and subcontracted service providers do not enter onto or cross over an active runway or taxiway without a clearance from the control tower.

11. The Contractor shall limit all of its activities on the Airport(s) to the specific work areas, staging area, and routes to and from these areas.
12. Before any of the Contractor's staff are allowed on the Airports, the Contractor shall instruct them on the safety procedures for all work performed under the Contract and allowable routes and limitations on vehicle movements. No guns, children, dogs, or other pets shall be allowed in the Contractor's or employee's vehicles on the Airports. The Airport Manager reserves the right to bar any individual from access to the Airports for any safety violation.
13. The Contractor shall take all necessary measures to ensure that all Airport runway lights, signage, and navigational aids are not damaged during work performed by Contractor. Any damage discovered or accidents caused by the Contractor shall be reported immediately to the Technical Representative or Airport Manager. Lights and signage shall be inspected prior to departure from each area of the Airport(s). Costs for any damages found as a result of contracted services shall be deducted from contracted services payments to Contractor. Damages exceeding the contracted services payments shall be billed to the Contractor for payment.
14. All work performed inside the AOA shall be done under the strict control of the control tower and the Airport Manager or Technical Representative. Two (2) way communications shall be maintained with the control tower with a VHF radio when operating inside the AOA. This equipment shall be provided by the Contractor. Solo vehicle or equipment operators operating inside the AOA shall have their own radio to communicate with the control tower. Noisy machinery or equipment shall require a headset connected to the radio and used by the operator when operating inside the AOA. Contractor's work crews performing work duties in the AOA, as a group, and under the direct and immediate supervision of a lead co-worker, may do so if the lead co-worker can establish and maintain radio contact with the control tower at all times. Radio failures, loss of radio communications, inability to control workers shall require an immediate exit of the AOA until communication and control are reestablished. Exit routes from the AOA shall be the shortest, most direct route outside the AOA. Contractor shall make all efforts to avoid entry into any Environmentally Sensitive areas, active runways in use, and taxiways whenever possible.
15. All operators shall abide by the rules set forth in this Contract and any other requirements when informed by the Technical Representative or Airport Manager, or the control tower. Failure to comply with these requirements may result in the immediate termination of all Contract services until the Contractor takes appropriate corrective actions. Continued violations of these requirements shall result in termination of this Contract.

16. The Contractor shall have available On-Site Safety Data Sheets (SDS) of all materials that may present a safety hazard to its employees at the Contract Sites. These SDSs shall be readily available to employees. In the event of an accident by Contractor's employees, the SDSs shall be made available to administer first aid until Emergency Medical Services (EMS) arrives or the individual(s) are transported for medical treatment. The Contractor shall be responsible for the training of employees on the use of the SDSs. No employee shall be allowed to work unsupervised while using hazardous materials or disposing of hazardous waste until the employee is trained at the required skill level and has demonstrated an acceptable degree of skill in use and disposal.
17. When an aircraft emergency is declared, Contractor's staff operating inside the AOA shall terminate all work immediately until notified by the Technical Representative, Airport Manager, or the control tower personnel. All personnel and equipment shall exit the AOA by the shortest possible route after receiving clearance from control tower and remain clear until given the approval to resume operations.
18. The Contractor shall ensure that all safety features designed into their equipment are maintained and properly used by Contractor's employees. Additional precautions and preparation of areas may be necessary when operating machinery, equipment and maintenance vehicles around aircraft, buildings, vehicles and/or pedestrians. The Contractor shall remove rocks and any other debris from an area before using rotary mowers that may cause flying debris damage or injury to these aircraft, buildings, vehicles, or pedestrians.

Q. PRE-WORK MEETINGS

The Contractor and all its subcontractors shall meet with the Technical Representative or Airport Manager at least three (3) days prior to any work being performed at the Airports pursuant to this Contract. Certain Airport work projects performed by the Contractor may require special notification to pilots and control tower personnel. Notices of runway or taxiway closures shall be sent out on a nationwide notification system for pilots. At this meeting, the Contractor shall present a schedule and have available a Quality Control Plan for the work to be completed. The schedules and plans shall include:

1. Sequence of contracted services to be completed and areas of Airport affected.
2. Schedules for estimated closures or reduced activity of runways and taxiways.
3. Documentation on how Contractor plans to implement Quality Control Plan while completing work schedule.

An inspection of all Airport equipment, fences, gates, navigation aids, signs, lights, and grounds shall be performed by the Contractor and Airport Manager and/or their

designees, before and after each ground maintenance operation. Preparation of these areas may be necessary prior to any work being performed.

R. DAMAGES

The Contractor shall assume full responsibility for ensuring no damage to Airport, public, or private property is caused by Contractor's services or Contractor's subcontractors. Because of the safety function that lights and signs provide on an Airport, Contractor must report any such damage immediately to the Technical Representative or Airport Manager. Contractor shall report any other damage shall as soon as practical. The Contractor shall be responsible for payments of all damages caused by its services or Contractor's subcontracted services. Repairs to any damaged equipment shall not be performed by the Contractor unless authorized by the Airport Manager. Minor repair costs for damages incurred at the time services are performed shall normally be subtracted from service payments. Extensive damages to Airport property shall be repaired and billed to the Contractor upon completion of repairs. In summary, the Contractor shall be responsible for all damages to people or property that occur as a result of the work of Contractor or Contractor's employees under this Contract.

S. VEHICLE, EQUIPMENT, TOOLS AND SUPPLIES

All vehicles, equipment, and tools used in the performance of this Contract shall be used and maintained in accordance with the operators' manual for that vehicle, equipment, or tool. All vehicles and equipment shall meet California safety standards. The Contractor shall incorporate management and maintenance practices that shall ensure no unnecessary down time or delays in the work schedule. Spare vehicles, equipment, or tools shall be made available within twenty-four (24) hours of any vehicle, equipment, or tool break-down that may cause a delay in planned schedules.

The Contractor shall incorporate management and maintenance practices to prevent any fuel, oil, lubricant, toxic water, or herbicide leakage or spillage on the ground. Drip pans, absorbent materials, and other devices shall be used to prevent the spillage or leakage of fuels, oils, greases or other toxic substances. Any spillage or leakage shall be immediately cleaned up and disposed of in accordance with Federal, State, and County regulations, and City policies.

Hazardous Materials (HazMat) is defined by the City as a waste, or combination of wastes, which because of its quantity, concentration or physical, chemical makeup may either cause, or significantly contribute to an increase in mortality, serious irreversible illness or incapacitating reversible illness, or pose a substantial hazard (either present or potential) to human health or the environment when improperly treated, stored, transported or disposed of or otherwise mismanaged.

Any spill or leakage that was caused by the Contractor, determined to be hazardous materials, and not properly cleaned up by the Contractor, shall be reported to the City Environmental Services Department and strict guidelines shall be followed. The Contractor shall be assessed clean up and administrative costs to be deducted from the

Contractors service fees. Costs exceeding the service fees shall be billed to the Contractor for payment.

Contractor shall be responsible for ensuring equipment is clean when accessing environmentally sensitive areas. In the event that water is required for the performance of this Contract, Contractor shall be permitted, with prior approval by the Airport Manager, to use water from City-owned fire hydrants at the Airport(s), but only if the Contractor is in compliance with the following: 1) Contractor has Fire Hydrant Construction Meter(s) installed on equipment to be used; 2) Contractor bears the costs of any necessary water uses; 3) San Diego Municipal Code section 67.0212 and Attachment E: City of San Diego California Department Instruction 55.27, as may be amended.

T. SPECIFIC REQUIREMENTS

All vehicle or equipment operators shall abide by the rules and regulations set forth by the Federal, State, County, and City and specifications of this Contract. Failure to do so may result in a fine and/or termination of this Contract.

Mowing operations shall be curtailed after heavy rainfall until soil conditions are able to support the weight of the vehicles without leaving ruts. Subsurface clay and water have made numerous sod areas on the Airports impassible during the wet season. Any mud or debris tracked onto the runways or taxiways by surfaces shall be cleaned up immediately by the Contractor. Ruts or depressions created by vehicles operating inside the AOA shall be smoothed over and filled in immediately by the Contractor.

U. COMMUNICATION

All vehicles and equipment used inside the AOA shall be equipped with an operational two (2) way Very High Frequency (VHF) radio, capable of communicating with the control tower. This radio shall be equipped with a headset to monitor the control tower communications when the vehicle or equipment noise levels prevent the operator from monitoring the radios speaker.

All vehicle and equipment operators using a VHF radio shall be trained in its proper use. No employee shall be allowed to work unsupervised while using the radio until that employee has demonstrated an acceptable degree of skill in use of the radio, including the proper use of terms and phraseology used in aviation communications. Control tower frequencies are often very congested with radio traffic. The operator's requests to the tower shall be clear and concise to minimize radio communications and confusion.

Two (2) handheld radios with one (1) each headset and spare battery, capable of communicating with the Airports ATCT is considered the minimum communication equipment needed to perform this Contract.

The Contractor shall ensure that all workers and equipment operators shall be familiar with the strict communication and control procedures for movement on the Airport.

The Contractor is not authorized to use any City equipment in the performance of this Contract.

V. EXTRAORDINARY LABOR

The City estimates that extraordinary labor for miscellaneous projects to be approximately **1000** hours annually. Contractor shall utilize extraordinary labor for additional miscellaneous projects (Extraordinary Work) at the Airports, as previously approved by the Technical Representative. The Contractor shall have the staffing, expertise, and knowledge to perform projects in a timely manner with a quality end product. Some priority projects may need to be done immediately. All Extraordinary Labor shall be approved in writing by the Technical Representative prior to conducting the Extraordinary Work.

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

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

- Remove excessive vegetation with hand tools; and
- Additional mows and pesticide/herbicide treatments in excessive growth areas.

W. PERFORMANCE BOND

Contractor shall be required to furnish the City of San Diego with a surety bond executed by a surety company authorized to do business in the State of California, and approved by the City of San Diego, in a sum equal to one hundred percent (100%) of the annual Contract amount, conditional for the performance of the Contract. The performance bond shall be submitted to Purchasing & Contracting within ten (10) days of request. Failure to provide the bond within the time frame specified by the City shall be cause for the proposal to be rejected as non-responsive. The bond shall be maintained by the Contractor in full force and effect during the entire period of performance under Contract. Failure to do so shall be cause for termination of the Contract under Article VIII of the General Contract Terms and Provisions attached to this Contract as Exhibit C.

Proposer shall provide an annual performance bond fee for the cost of the bond per the performance bond requirements. The annual performance bond fee is not subject to any price increases during the term of the Contract. No other performance bond cost shall be permitted.

| | |
|------------------------------------|------------------|
| Annual Performance Bond Fee | \$ 500.00 |
|------------------------------------|------------------|

X. PRICING SCHEDULE

It is the intent of the City to award this Contract to a single contractor. Bidder must complete all cells. If no cost, enter a zero (0). Failure to complete all cells may be cause for rejection of the bid. No other format will be accepted.

PRICE SCHEDULE

A. MONTGOMERY - GIBBS

1. MOW AND SPRAY

| Category | Est. Qty. | U/M | Description | Total Cost Per Category Per Year |
|-------------------------|-----------|-------|---|----------------------------------|
| COMPLETE MOW (4) | 209 | ACRES | Mow of Airport Airside & Landside Areas | \$ 35,000. |
| HERBICIDE TREATMENT (2) | 27 | ACRES | Spray treatment of Airport Airside & Landside Areas | \$ 20,600. |
| TOTAL SECTION A | | | | \$ 55,600. |

2. BRUSH REMOVAL, TRIMMING, MOWING, & CHIPPING

| Category | Est. Qty. | U/M | Description | Total Cost Per Category Per Year |
|--|------------|--------|---|----------------------------------|
| BRUSH REMOVAL/TRIMMING/MOWING/CLIPPING/HERBICIDE | 200 (HRS.) | HOURLY | Brush removal, trimming, mowing, chipping & spot spraying herbicide as needed | \$ 17,000. |

3. EXTRAORDINARY LABOR

| Est. Qty. | U/M | Description | Cost Per Hour | Total Cost |
|-----------|-----|---------------------|---------------|------------|
| 500 | HR | Extraordinary Labor | \$ | \$ 42,500. |

NOTE: The cost of five hundred (500) hours of extraordinary labor shall be added to the bid price to determine the overall low Bidder.

TOTAL SECTIONS 1, 2, & 3: \$115,100.

B. BROWN FIELD

1. MOW & SPRAY

| Category | Est. Qty. | U/M | Description | Total Cost Per Category Per Year |
|-------------------------|-----------|-------|---|----------------------------------|
| COMPLETE MOW (4) | 518 | ACRES | Mow of Airport Airside & Landside Areas | \$ 149,600. |
| HERBICIDE TREATMENT (2) | 38 | ACRES | Spray treatment of Airport Airside & Landside Areas | \$ 22,400. |
| TOTAL SECTION A | | | | \$ 172,000. |

2. BRUSH REMOVAL, TRIMMING, MOWING, & CHIPPING

| Category | Est. Qty. | U/M | Description | Total Cost Per Category Per Year |
|--|------------|--------|---|----------------------------------|
| BRUSH REMOVAL/TRIMMING/MOWING/CLIPPING/HERBICIDE | 200 (HRS.) | HOURLY | Brush removal, trimming, mowing, chipping & spot spraying herbicide as needed | \$ 17,000. |

3. EXTRAORDINARY LABOR

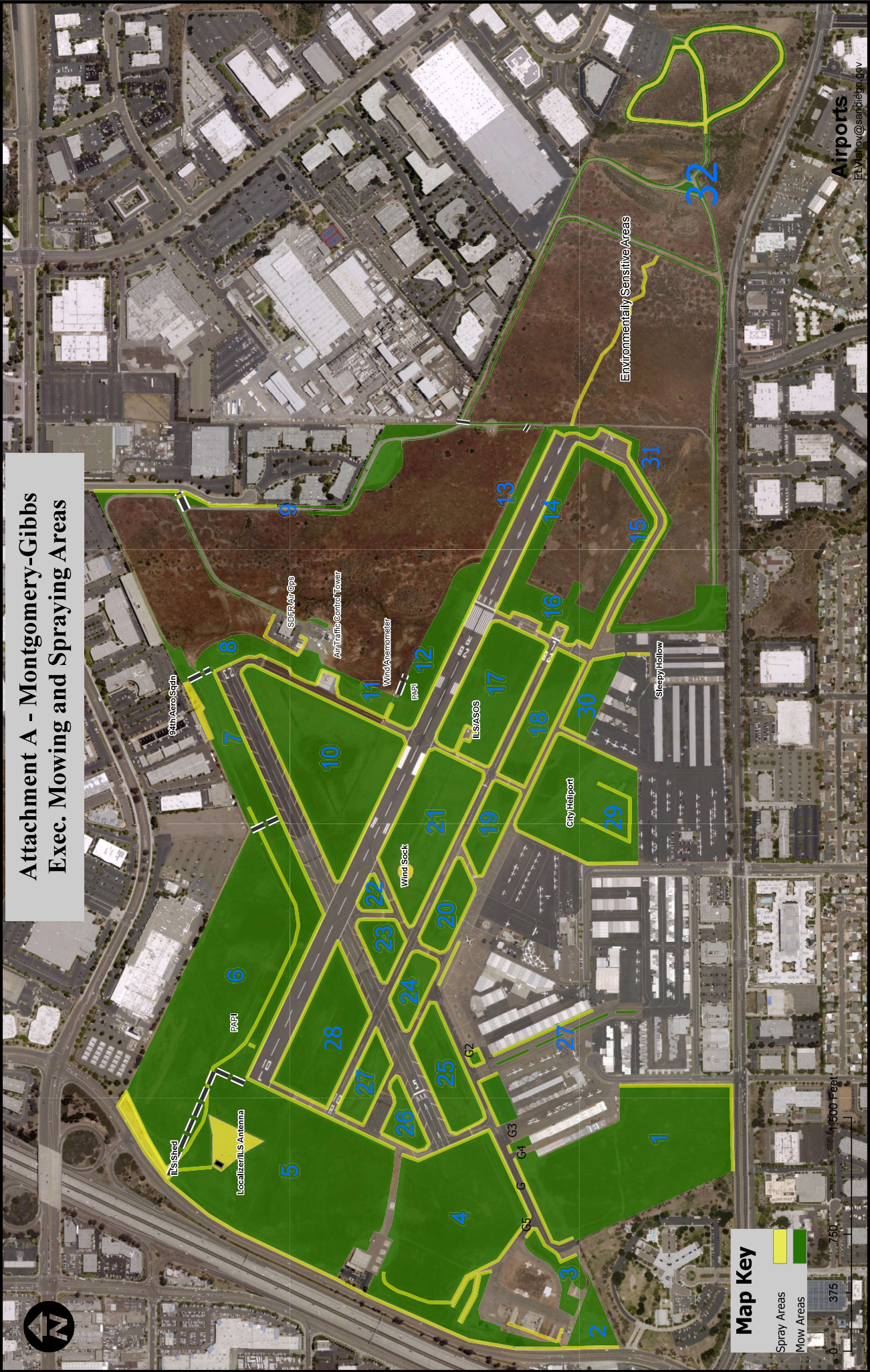
| Est. Qty. | U/M | Description | Cost Per Hour | Total Cost |
|-----------|-----|---------------------|---------------|------------|
| 500 | HR | Extraordinary Labor | \$ | \$42,500. |

NOTE: The cost of five hundred (500) hours of extraordinary labor shall be added to the bid price to determine the overall low Bidder.

TOTAL SECTIONS 1, 2, & 3: \$231,500.

TOTAL SECTIONS A&B: \$346,600.

Attachment A - Montgomery-Gibbs Exec. Mowing and Spraying Areas



Attachment B – Airport Spray Areas

Runways

| | |
|----------------|----------------------------------|
| Runway 10L/28R | 8700' x 20' = 174,000 sq' |
| Runway 10R/28L | 6000' x 20' = 120,000 sq' |
| Runway 05/23 | 6050' x 20' = <u>121,000 sq'</u> |
| | 415,000 sq' |

Taxiways

| | |
|------------------------------|-------------------------------|
| Taxiway A | 1900' x 20' = 38,000 sq' |
| Taxiway B | 1350' x 20' = 27,000 sq' |
| Taxiway C | 3800' x 20' = 76,000 sq' |
| Taxiway D | 500' x 20' = 10,000 sq' |
| Taxiway E | 500' x 20' = 10,000 sq' |
| Taxiway F | 2900' x 20' = 58,000 sq' |
| Taxiway G/G1/M | 4200' x 20' = 84,000 sq' |
| Taxiway H | 6900' x 20' = 138,000 sq' |
| Taxilane K (Spot Spray Area) | 2200' x 20' = 44,000 sq' |
| Taxiway J | 400' x 20' = 8,000 sq' |
| Sleepy Hollow Taxiway | 150' x 20' = 3,000 sq' |
| Taxilane G2 | 200' x 20' = <u>4,000 sq'</u> |
| | 500,000 sq' |

Airfield Structures

| | |
|----------------------------|----------------------------|
| West Port Gravel Areas | 1400' x 30' = 42,000 sq' |
| ASOS/ILS Antenna | 400' x 20' = 8,000 sq' |
| VASI's (4) | 4 x 60' x 20' = 4,800 sq' |
| Localizer Antenna | 250' x 20' = 5,000 sq' |
| ILS Shed | 115' x 20' = 2,300 sq' |
| Wind Sock/Segmented Circle | 150' x 20' = 3,000 sq' |
| Wind Anemometer | 25' x 20' = <u>500 sq'</u> |
| | 65,600 sq' |

Fence Lines

| | |
|---------------------------------------|-------------------------------|
| East Perimeter Road | 3,636' X 10' = 36,360 sq' |
| Lot 3/Heliport | 2,500' x 10' = 25,000 sq' |
| Kearny Villa Road | 315' x 7' = 2,205 sq' |
| | 437' x 15' = 6,555 sq' |
| | 2,350' x 10' = 23,500 sq' |
| | 650' x 32 + x .5 = 31,200 sq' |
| Aero Drive | 525' x 7' = 1,764 sq' |
| Glenn Curtis Road | 725' x 10' = 7,250 sq' |
| Ponderosa Road | 700' x 25' = 17,500 sq' |
| | 300' x 15' = 4,500 sq' |
| FSS Lot & fence line | 530' x 25' = 13,250 sq' |
| 94 th Aero Sqdn fence line | 250' x 50 = <u>12,500 sq'</u> |
| | 181,584 sq' |

Spraying Square footage

Totals

36,360
415,000 sq'
500,000 sq'
65,600 sq'
145,224 sq'
1,162,184 sq'

Acreage Total

26.7 acres

Montgomery Field Mowing Areas

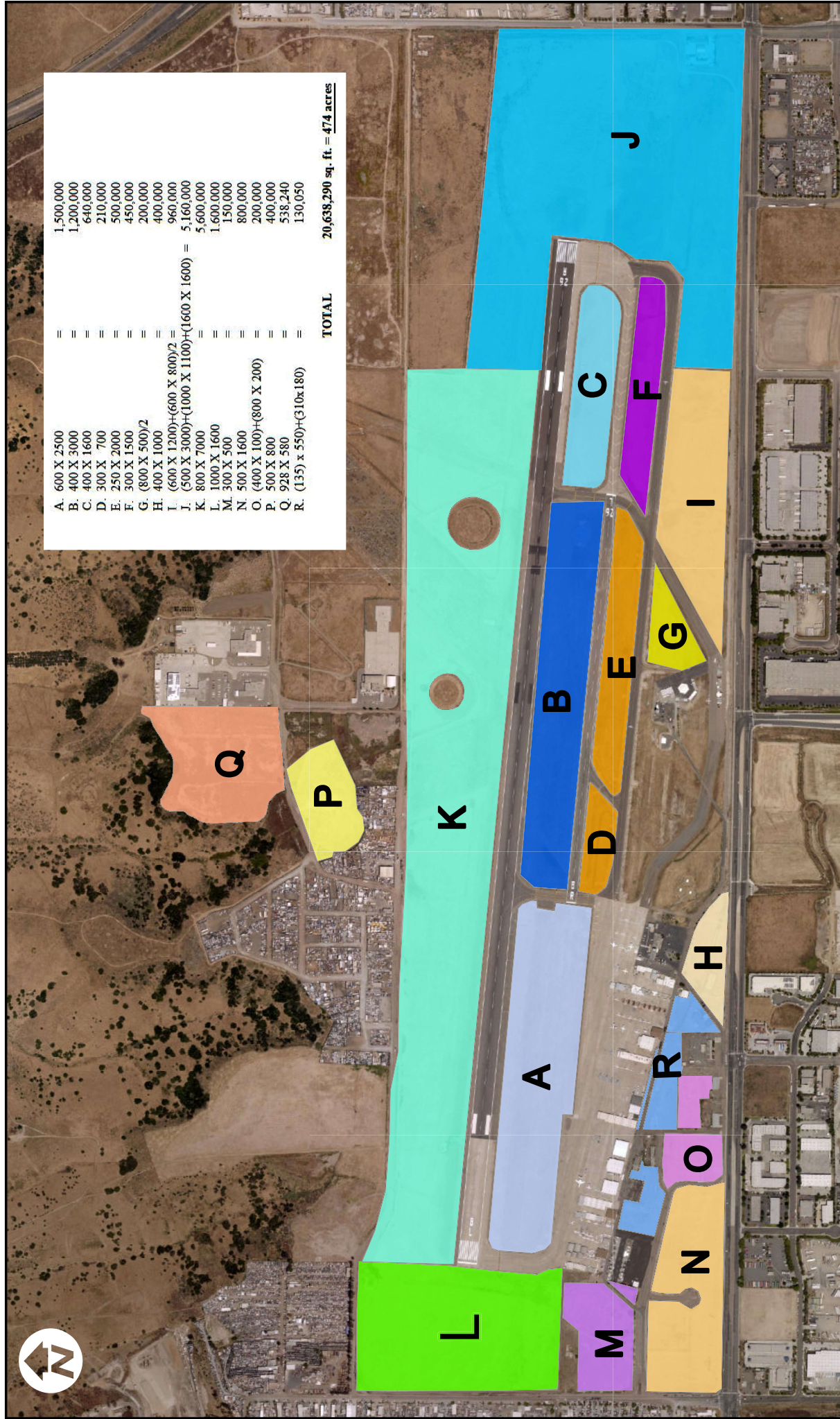
Areas Acreage

| | |
|-----------------|------|
| 1 | 17.0 |
| 2 | 1.5 |
| 3 | 2.6 |
| 4 | 23.0 |
| 5 | 23.7 |
| 6 | 31.0 |
| 7 | 5.0 |
| 8 | 2.0 |
| 9 | 1.7 |
| 10 | 13.8 |
| 11 | 2.9 |
| 12 | 4.6 |
| 13 | 2.8 |
| 14 | 2.2 |
| 15 | .8 |
| 16 | 6.6 |
| 17 | 8.3 |
| 18 | 4.1 |
| 19 | 2.4 |
| 20 | 3.7 |
| 21 | 8.7 |
| 22, 23, 24 & 25 | 9.2 |
| 26 | 1.6 |
| 27 | 2.4 |
| 28 | 7.6 |
| 29 | 11.5 |
| 30 | 2.5 |
| 31 | 3.2 |
| 32 | 2.6 |

Total Acres 209.1



| | | | |
|--------------|--|---|---------------------------------------|
| A. | 600 X 2500 | = | 1,500,000 |
| B. | 400 X 3000 | = | 1,200,000 |
| C. | 400 X 1600 | = | 640,000 |
| D. | 300 X 700 | = | 210,000 |
| E. | 250 X 2000 | = | 500,000 |
| F. | 300 X 1500 | = | 450,000 |
| G. | (800 X 500)/2 | = | 200,000 |
| H. | 400 X 1000 | = | 400,000 |
| I. | (600 X 1200)+(600 X 800)/2 | = | 960,000 |
| J. | (500 X 3000)+(1000 X 1100)+(1600 X 1600) | = | 5,160,000 |
| K. | 800 X 7000 | = | 5,600,000 |
| L. | 1000 X 1600 | = | 1,600,000 |
| M. | 300 X 500 | = | 150,000 |
| N. | 500 X 1600 | = | 800,000 |
| O. | (400 X 100)+(800 X 200) | = | 200,000 |
| P. | 500 X 800 | = | 400,000 |
| Q. | 928 X 580 | = | 538,240 |
| R. | (135) x 550)+(310x180) | = | 130,050 |
| TOTAL | | | 20,638,290 sq. ft. = 474 acres |



Attachment C- Brown Field Municipal Airport: Mow Map

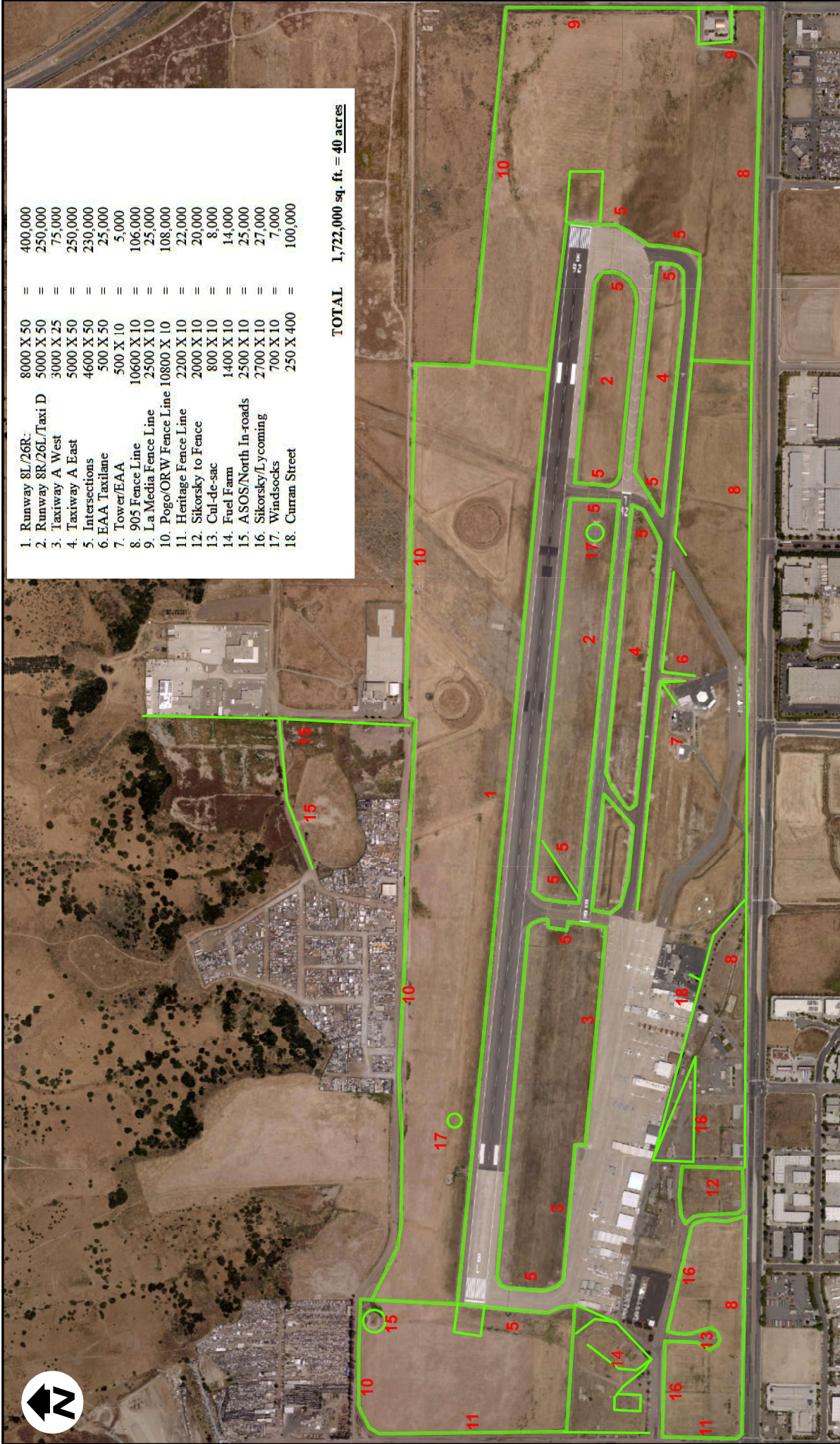
Map Date:10/22/2024

0 1,000 2,000 4,000 Feet Airports



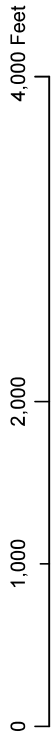
| | | | |
|-------------------------|------------|---|---------|
| 1. Runway 8L/26R: | 8000 X 50 | = | 400,000 |
| 2. Runway 8R/26L/Taxi D | 5000 X 50 | = | 250,000 |
| 3. Taxiway A West | 3000 X 25 | = | 75,000 |
| 4. Taxiway A East | 5000 X 50 | = | 250,000 |
| 5. Intersections | 4600 X 50 | = | 230,000 |
| 6. EAA Taxilane | 500 X 50 | = | 25,000 |
| 7. Tower/EAA | 500 X 10 | = | 5,000 |
| 8. 905 Fence Line | 10600 X 10 | = | 106,000 |
| 9. La Media Fence Line | 2500 X 10 | = | 25,000 |
| 10. Pogo/ORW Fence Line | 10800 X 10 | = | 108,000 |
| 11. Heritage Fence Line | 2200 X 10 | = | 22,000 |
| 12. Sikorsky to Fence | 2000 X 10 | = | 20,000 |
| 13. Cul-de-sac | 800 X 10 | = | 8,000 |
| 14. Fuel Farm | 1400 X 10 | = | 14,000 |
| 15. ASOS/North In-roads | 2500 X 10 | = | 25,000 |
| 16. Sikorsky/Lycoming | 2700 X 10 | = | 27,000 |
| 17. Windsocks | 700 X 10 | = | 7,000 |
| 18. Curran Street | 250 X 400 | = | 100,000 |

TOTAL 1,722,000 sq. ft. = 40 acres



Attachment D - Brown Field Municipal Airport: Spray Map

Map Date: 10/22/2024



Airports

Attachment E - CoSD CA Department Instruction

| | | |
|---|--------------------------------|---|
| CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS | NUMBER DI 55.27 | DEPARTMENT Water Department |
| SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM) | PAGE 1 OF 10 | EFFECTIVE DATE October 15, 2002 |
| | SUPERSEDES DI 55.27 | DATED April 21, 2000 |

1. PURPOSE

- 1.1 To establish a Departmental policy and procedure for issuance, proper usage and charges for fire hydrant meters.

2. AUTHORITY

- 2.1 All authorities and references shall be current versions and revisions.
- 2.2 San Diego Municipal Code (NC) Chapter VI, Article 7, Sections 67.14 and 67.15
- 2.3 Code of Federal Regulations, Safe Drinking Water Act of 1986
- 2.4 California Code of Regulations, Titles 17 and 22
- 2.5 California State Penal Code, Section 498B.0
- 2.6 State of California Water Code, Section 110, 500-6, and 520-23
- 2.7 Water Department Director

Reference

- 2.8 State of California Guidance Manual for Cross Connection Programs
- 2.9 American Water Works Association Manual M-14, Recommended Practice for Backflow Prevention
- 2.10 American Water Works Association Standards for Water Meters
- 2.11 U.S.C. Foundation for Cross Connection Control and Hydraulic Research Manual

3. DEFINITIONS

- 3.1 **Fire Hydrant Meter:** A portable water meter which is connected to a fire hydrant for the purpose of temporary use. (These meters are sometimes referred to as Construction Meters.)

1. SUBMITTAL ITEMS

1. Licensing

Powerland Equipment, Inc. holds a valid and current California C-27 Landscaping license, and is a Licensed Pesticide Applicator ensuring compliance with the California Contractors State License Board (CSLB) requirements and Department of Pesticide Regulations (DPR).

2. Prevailing Wage Compliance

As this project constitutes a “public work” under Labor Code section 1720, et seq., Powerland Equipment, Inc. will adhere to all prevailing wage requirements. Compliance monitoring and reporting will be conducted in accordance with the California Department of Industrial Relations standards and the County of San Diego.

2. BACKGROUND INFORMATION

Powerland Equipment, Inc. understands the critical importance of maintaining airport grounds to ensure operational efficiency and safety. The following highlights our understanding of the project requirements:

- **Safety and Operational Efficiency:** Regular mowing prevents wildlife hazards and ensures visibility for pilots, ground crews, and personnel.
- **Regulatory Compliance:** Mowing is integral to meeting FAA standards for navigational aid visibility and operational safety.
- **Fire Prevention:** Well-maintained vegetation reduces the risk of fires, a critical consideration in San Diego’s climate.

Powerland Equipment, Inc. is committed to providing dependable, high-quality mowing services that uphold these operational and safety standards. Powerland Equipment, Inc. is committed to adhering to all vegetation clearing requirements to ensure that runway markers and lighting remain unobstructed, fully functional, and compliant with safety standards. Here’s how Powerland ensures this critical aspect of its operations:

a. Understanding Regulatory Requirements

- Powerland stays updated on all federal, state, and local regulations related to vegetation management at airports, including guidelines set by the FAA (Federal Aviation Administration).
- The company ensures compliance with standards for visual and navigational aids, which mandate that no vegetation obstructs the visibility or functionality of runway markers and lighting systems.

b. Site Assessments and Planning

- Comprehensive site assessments are conducted to identify areas where vegetation may pose a risk to runway markers or lighting.
- Detailed operational plans are developed to prioritize vegetation clearing in these critical zones while minimizing impact on surrounding environments.

c. Specialized Equipment and Techniques

- Powerland uses precision equipment tailored for vegetation management in sensitive airport environments, such as boom mowers, trimmers, and specialized clearing machines.
- These tools allow for efficient clearing with minimal disturbance to nearby infrastructure or operations.

d. Collaboration with Airport Authorities

- Powerland works closely with airport officials to understand specific operational requirements and adapt its processes accordingly.
- This partnership ensures clearing operations align with flight schedules, weather conditions, and safety protocols.

e. Environmental and Safety Compliance

- Environmentally friendly practices are employed to minimize ecological impact while maintaining the safety of flight operations.
- Safety measures are strictly enforced during clearing operations to protect workers, airport personnel, and equipment.

By maintaining clear visibility of runway markers and lighting, Powerland Equipment, Inc. plays a critical role in supporting safe flight operations, especially during poor weather conditions or nighttime activities. Its meticulous approach ensures airports meet safety standards without compromise.

2.1 Powerland Equipment – Comprehensive Employee Support and Benefits Overview

Overview

Powerland Equipment, Inc. is a member of Southern California District Council of Labors LiUNA and all of our employees are members of this Union. Attached is a copy of our collective bargaining agreement for your review.

Powerland Equipment is committed to fostering a safe, efficient, and supportive work environment for its employees and in order to achieve this, we provide all necessary personal

protective equipment (PPE), uniforms, and tools required to perform job functions safely and effectively. As part of our comprehensive benefits package, these provisions are offered at no cost to the employee, exceeding the requirements outlined in the City of San Diego's Request for Proposals.

Equipment and Supplies Provided to Employees

Powerland Equipment ensures that all employees are fully equipped to perform their roles with safety and efficiency by supplying the following at no cost:

1. **Personal Protective Equipment (PPE):**
 - **Safety Vests:** High-visibility vests to ensure visibility in hazardous or low-light environments.
 - **Safety Glasses and Protective Eyewear:** Designed to protect against potential eye injuries from debris, dust, and other hazards.
 - **Safety Hard Hats:** Ensuring head protection in compliance with industry standards.
 - **Hearing Protection:** As needed for tasks in high-noise environments.
2. **Uniforms:**
 - Employees are provided with durable, job-appropriate uniforms to ensure comfort and protection during work hours.
3. **Work-Related Tools and Equipment:**
 - Any other necessary tools or equipment required for employees to perform their duties effectively and safely.

These provisions are reviewed and updated regularly to ensure compliance with safety standards and to address any job-specific needs.

Pay-Related Benefits Above Minimum Wage

Powerland Equipment believes in rewarding employees fairly and competitively. In addition to wages that meet or exceed the minimum requirements set forth in Section 1.3 of the RFP, we provide the following benefits:

1. **Comprehensive Healthcare Benefits:** Subsidized health, dental, and vision insurance plans.
2. **Retirement Savings Plan:** Employer-contributed retirement savings to help employees plan for the future.
3. **Paid Time Off (PTO):** Inclusive of vacation, sick leave, and holidays.
4. **Overtime Compensation:** Employees receive overtime pay in accordance with labor laws and company policies.
5. **Professional Development Opportunities:** Funding for training and certifications related to job functions.

Employee Costs for Equipment/Supplies

Employees are not required to bear any costs for PPE, uniforms, or other work-related equipment. All necessary supplies are provided in full by Powerland Equipment, ensuring no financial burden on employees.

Conclusion

Powerland Equipment is dedicated to maintaining the highest standards of employee care and safety. By fully covering the costs of necessary equipment, uniforms, and tools, as well as offering pay-related benefits that exceed minimum wage requirements, we affirm our commitment to fostering a productive and satisfied workforce.

2.2 Medical Plan Coverage

Our employees are covered by a medical plan coverage as provided by LiUNA to our employees which covers the employees and all of their eligible family members.

Powerland Equipment, Inc. – Comprehensive Employee Training, Resources, and Working Conditions

Overview

Powerland Equipment, Inc. prioritizes the safety, satisfaction, and professional growth of its employees. To achieve this, we provide rigorous safety training that complies with Cal/OSHA standards, as well as all State, County, and City-mandated employee training programs, including sexual harassment prevention and workplace violence training. Additionally, we uphold robust policies for employee grievance resolution, scheduling consistency, and worksite stability to foster a positive and reliable working environment.

Employee Training

Powerland Equipment ensures that all employees receive thorough and up-to-date training to meet regulatory standards and company-specific needs.

1. Cal/OSHA Safety Training:

- Comprehensive training covering workplace health and safety, hazard communication, equipment operation, and emergency response.
- Regular safety drills and updates in compliance with changes in regulations.

2. Sexual Harassment and Workplace Violence Training:

- Annual training sessions compliant with State, County, and City laws to educate employees on recognizing, preventing, and reporting harassment and violence in the workplace.
- Inclusive, interactive sessions that provide real-world scenarios and solutions.

3. Company-Specific Training:

- Orientation and onboarding sessions tailored to company policies and operational standards.
- Job-specific skills training to enhance employee performance and safety.

Grievance Procedures

Powerland Equipment has a transparent and structured grievance procedure to address employee concerns promptly and effectively.

1. Policy Overview:

- Employees are encouraged to voice concerns through a structured, multi-tiered system, ensuring fairness and confidentiality.
- A designated HR representative is available to assist employees at any stage of the grievance process.

2. Steps in the Grievance Process:

- **Step 1:** Submission of the grievance in writing to the immediate supervisor.
- **Step 2:** Escalation to HR if unresolved at the supervisory level.
- **Step 3:** Involvement of senior management, if necessary, to ensure a fair resolution.

3. Non-Retaliation Policy:

- Powerland Equipment strictly enforces a non-retaliation policy to protect employees raising grievances in good faith.

Scheduling and Worksite Consistency

We understand the importance of consistent schedules and work locations for employee satisfaction and operational efficiency.

1. Weekly Schedule Assignments:

- Employees are provided with consistent weekly schedules, minimizing changes to ensure work-life balance and predictability.
- Any deviations from the standard schedule are communicated well in advance.

2. Work Location Stability:

- Employees are assigned to consistent work locations whenever possible, reducing commute times and fostering familiarity with job sites.
- Any necessary reassignments are handled with consideration and clear communication.

Resources and Support for Employees

Powerland Equipment provides employees with the tools, training, and resources needed to excel in their roles:

- **Comprehensive Onboarding Programs:** To ensure new hires are well-equipped for success.
- **Ongoing Education:** Refresher courses and updates on regulatory changes.
- **Employee Assistance Programs:** Confidential support for personal or professional challenges.

Commitment to Excellence

By providing rigorous training, a transparent grievance process, consistent scheduling, and workplace stability, Powerland Equipment fosters a positive, compliant, and efficient work environment.

PROVISION OF SERVICES

Description of Organization and Relevant Experience

Powerland Equipment, Inc. is a trusted provider of specialized mowing and site maintenance services with over 35 years of experience serving City, County, and Federal entities. We have successfully completed projects in a variety of highly regulated environments, including municipal and federal airports, adhering to strict safety protocols and regulatory requirements.

Expertise in Airport Operations and Highly Regulated Sites

Our work in airport environments involves precision mowing in infields, exterior lots, and fields on airport properties, where safety is paramount. Our team is well-versed in Federal Aviation Administration (FAA) regulations, ensuring operations are compliant with federal, state, and local standards. All employees receive thorough training on airport communication protocols, including the use of radios to coordinate directly with air traffic control towers. This practice has enabled us to maintain a flawless safety record with zero incidents.

Proven Capability to Serve Multiple Government Entities

Over the decades, we have built a reputation for delivering reliable, high-quality services to various government agencies. Some highlights of our experience include:

- Completing extensive mowing and maintenance services at multiple airports across the region while ensuring uninterrupted operations.
- Collaborating with government entities to address unique site-specific challenges, including environmental considerations and operational constraints.
- Providing scalable solutions capable of servicing multiple sites simultaneously without compromising quality or safety.
- ‘Top Gun’ air station MCRD Miramar.
- Powerland Equipment Inc mowed 1300 acres of infield between runways, taxiways and around CALA (combat aircraft loading area) requiring involved annual training and testing to be issued FULL airfield access with additional clearance to work where normal FULL card holders were prohibited.
- No escorts were assigned, mower operators were required to directly contact the tower prior to crossing active runways and taxiways.
- In the many years mowing there were no incursions of any kind.
- Los Angeles International Airport.
- Due to a Secret Service report to the FAA the City of Los Angeles were instructed to remove two miles of heavy vegetation along the north runway and the County of Los Angeles recommended Powerland Equipment as the most experienced contractor to do this work.
- Operators had to be constantly aware of traffic movement as wide bodied aircraft encroached into the work area.

- Again, no incursions of any kind.

Commitment to Excellence and Compliance

Powerland Equipment, Inc. maintains a proactive approach to compliance and operational excellence. We employ state-of-the-art equipment, adhere to environmentally sustainable practices, and invest in continuous employee training. Our dedication to safety and regulatory adherence ensures seamless service delivery, even in the most demanding environments.

By leveraging our extensive experience, trained workforce, and commitment to excellence, Powerland Equipment, Inc. is uniquely positioned to deliver exceptional mowing services to the City of San Diego Airports.

STATEMENT OF WORK

1a. Overview

Powerland Equipment, Inc. proposes to provide mowing services to the two (2) City of San Diego Airport properties: Brownfield and Montgomery Field. Services will include vegetation management tailored to the specific growth patterns of each site. It is proposed a maximum of four (4) mowing cycles will be conducted per calendar year to address site-specific conditions and growth demands. Spraying will be done two (2) times annually as required.

Powerland Equipment, Inc. leverages its deep industry expertise and advanced equipment to meet the specific demands of airport applications. Here's how it achieves this:

1b. Specialized Equipment for Airport Applications

- Powerland Equipment, Inc. utilizes state-of-the-art machinery and tools specifically designed to handle the unique requirements of airport environments, such as large-scale areas, high-traffic zones, and safety-sensitive operations.
- Equipment may include precision flail mowing equipment and wide area rotary mowers, tailored to minimize disruption and maximize operational efficiency.
- With the widest cutting width available the county can expect these areas cleared quickly.
- Large wide area spray equipment to efficiently and effectively treat all required areas with precision.
- Small compact UTV with sprayer to efficiently get into smaller areas to treat with herbicide as necessary while minimizing exposure.

1c. Efficiency in Operations

- By deploying equipment with the latest technology, Powerland ensures tasks are completed faster, reducing downtime and operational disruptions for airports.
- Advanced automation and ergonomic designs help operators perform tasks with minimal effort, enabling a smoother and more consistent workflow.

1d. Unmatched Quality of Work

- High-grade machinery ensures precision and uniformity, resulting in superior finishes and long-lasting results, whether it's landscaping, runway maintenance, or facility management.
- The company adheres to stringent industry standards, ensuring the highest level of safety and reliability in every operation.

1e. Tailored Solutions

- Powerland Equipment assesses the specific needs of each airport and selects equipment configurations that address those unique requirements.
- Customization ensures that the tools and processes used align perfectly with the airport's operational goals and constraints.

1f. Sustainability and Innovation

- By incorporating energy-efficient and environmentally friendly technologies, Powerland Equipment supports airports in meeting sustainability goals.
- Continuous innovation in equipment ensures the adoption of cutting-edge solutions, keeping the service at the forefront of the industry.

Through these strategies, Powerland Equipment, Inc. ensures its services are delivered with unparalleled efficiency and quality, reinforcing its reputation as an industry leader in airport equipment services.

Goals

1. **Timely Service Delivery:** Mowing/spraying services will be delivered as scheduled with the City's Contracting Officer's Representative (COR) or their designee.
2. **Site-Specific Attention:** Each airport's mowing/spraying schedule will address its unique growth patterns and vegetation requirements.
3. **Herbicide Treatment:** Will be tailored to address all concerns with Pre and Post emergent as necessary to treat required areas and maximize the optimum results.

3.2 Outcomes

1. **Operational Readiness:** Powerland Equipment, Inc. will be prepared to commence mowing/spraying cycles within two (2) weeks of contract award.
2. **Flexible Service Delivery:** A required mowing and herbicide treatment cycle will be provided as specified in the IFB with additional cycles as needed.
3. **Rapid Response:** Requests for cycles will be addressed within two (2) weeks of the request date.
4. **Efficient Equipment Removal:** All equipment will be removed from City property within 48 hours following the completion of each mowing and spraying cycle.

METHODOLOGY

1 Approach

Powerland Equipment, Inc. will use industry-leading mowing and spraying equipment and trained personnel to deliver consistent, high-quality services. Safety protocols will be strictly followed to minimize disruption to airport operations.

2 Geographical Service Areas

- Montgomery Field Airport
- Brown Field Airport

3. Environmental Considerations

Mowing/spraying services will be performed in an environmentally conscious manner, with measures taken to minimize dust, debris, and fuel emissions.

3. Experience, Qualifications, Capacity, and Compliance

Powerland Equipment, Inc. has extensive experience in providing landscaping and vegetation management services for municipal and commercial properties. Our team's expertise in working with safety-critical sites ensures we can meet the City of San Diego Airports System's stringent standards.

Powerland Equipment, Inc. brings over 35 years of expertise in providing specialized services, including vegetation management, to highly regulated government sites such as County, City, and Federal airports. This extensive experience underscores the company's deep understanding of the operational, regulatory, and safety requirements unique to these environments.

a. Proven Track Record in Airport Mowing Services

- Powerland has provided professional mowing/spraying services for airport infields, exterior lots, and fields on airport properties for decades, ensuring these critical areas are maintained to meet strict safety and operational standards.
- The company's familiarity with the unique challenges of airport environments, such as minimizing disruption to operations and ensuring compliance with FAA regulations, has earned it a reputation for reliability and excellence.

b. Experience with Highly Regulated Sites

- Powerland specializes in delivering services to sites governed by strict regulatory requirements, including those managed by government entities.
- Powerland employees are trained to be able to communicate with the tower when working near the runways as to ensure that the highest safety standards are met.
- Its teams are well-versed in adhering to federal, state, and local guidelines, ensuring compliance with standards for airport safety, vegetation management, and environmental sustainability.

c. Collaboration with Government Entities

- Over the years, Powerland has cultivated strong working relationships with various government agencies, enabling seamless coordination and efficient execution of services.
- The company's ability to adapt to the specific needs of different governmental bodies ensures that each project is tailored to meet unique operational goals and regulatory expectations.

d. Comprehensive Service Offerings

- While airport mowing services are a core competency, Powerland also offers a range of related site services, such as:
 - Vegetation clearing to ensure unobstructed visibility of runway markers and lighting.
 - Maintenance of exterior lots, ensuring these areas are operationally sound and aesthetically maintained.
 - Field services to support broader property management requirements.

e. Commitment to Safety and Quality

- Powerland emphasizes the importance of safety in every aspect of its work, particularly in active airport environments where operations demand precision and attention to detail.
- Quality assurance processes ensure that all services meet the highest industry standards, reflecting the company's dedication to excellence.

By combining decades of experience, specialized expertise, and a strong commitment to regulatory compliance, Powerland Equipment, Inc. stands as a trusted partner for government entities managing complex and highly regulated sites like airports.

6. COST PROPOSAL

A detailed cost breakdown for mowing cycles, spraying cycles, including labor, equipment, and compliance with prevailing wage requirements, will be provided upon request.

7. CONCLUSION

Powerland Equipment, Inc. is uniquely positioned to deliver efficient, compliant, and reliable mowing/spraying services to the City of San Diego Airports. Our commitment to safety, regulatory compliance, and quality ensures that airport grounds will be maintained to the highest standards.

Submitted by:

Powerland Equipment, Inc.

STATEMENT OF EQUIPMENT

Powerland Equipment's fleet includes a multitude of equipment which has been tailored specifically to our customers diverse needs. We have researched and utilized state of the art equipment which is unique to Powerland and serves to provide our customers with highly specialized pieces which are designed to provide the most effective use of equipment for each individual application. The following is a descriptive list of equipment which is very valuable and efficient for our customer's requirements.

- Tiger Triple 20ft Cutting Width



Features:

- **Main control.** Electric solenoid operated non-restrictive, starter lockout with cable controls.
- **Break valve.** Non-restrictive brake valve with a 7-second maximum shut down.
- **Transport:** Move safely and easily as side unit stores vertical with travel locks.
- **Cutter width:** 75"/110"/75", "/90"/110"/90"
- **Cutter height:** 1-1/2" to +6"
- **Knife swing circumference:** 58 1/2"
- **Knife options:** Standard (240 to 424), Smooth (120 to 152)
- **Tractor requirement:** 70 Horsepower Tractor minimum

- Peruzzo Elephant 2200 Pro



- Peruzzo's Collection Flail Mowers Provide The Superior Cut & Performance Expected With Peruzzo Flail Mowers, As Well As The Option of Collecting The Clippings!
- Hydraulic High Lift & Collection Hopper Operate Hydraulically For 'Hands & Labor Free' Dumping of Collected Material, for Reuse as Organic Weed Control, Compost Mulch, Livestock Feed, or Disposal.
- This Peruzzo Collection Flail Mower Has 30 Extra Large 'Forged & Hardened Steel' Hammer Blades - Peruzzo Flail Mowers Always Have The Highest Population of Blades To Provide The Best Possible Cut & Reduce The Burden on Your Tractor!
- Requires Two Hydraulic Circuits:
 - One for Hopper Raise & Lower Functions.
 - One for Open & Close Dump Gate.
- Powder Coated Paint!
- Tractor in 1st Sample Video is a John Deere 5100E With Loader Off & No Front Weights & It Was Barely Sufficient With a Partially Full Hopper - Putting The Loader on Provided Sufficient Front Counter-Balance Weight!
- Some Sample Images May Not Be Of Actual Unit.
 - Tractor Not Included.
- Mower Includes Gage Wheels (as shown) & 540RPM PTO Shaft!

- (3) JCB Hydradig 110W

The JCB Hydradig is a revolutionary solution that redefines versatility. The innovative wheeled excavator combines the mobility of a compact machine with the digging power of a full-sized wheeled excavator, making it an exceptional choice for mowing projects.



The Hydradig 110W boasts a unique design that prioritizes operator visibility and maneuverability. Its centrally located cab provides a 360-degree panoramic view, ensuring precision in all environments. The compact footprint and four-wheel steering enable seamless navigation through tight job sites, enhancing productivity without compromising productivity.

Equipped with JCB's advanced Hydradig technology, this machine delivers impressive performance with its powerful hydraulics, efficient fuel management, and intuitive controls. The Hydradig 110W effortlessly adapts to various tasks including mowing, masticating, land clearing, and material handling, making it an ideal choice for versatile applications.

- A total of six New Holland TV6070 145 HP, 4WD, Bi-Directional Tractors equipped with Bomford B81-81 Long Reach Slope Mowers.

The B81-81 mower has a best in class reach of 26 feet from the center line of the tractor. The telescopic boom enhances mowing operations by enabling operators to maneuver around obstacles such as light poles and signs by extending and retracting the boom. This functionality is utilized on the job because the tractor can stay in one lane and reduce passes by eliminating the need to turn the tractor around and drive back the beginning and start another pass. The B81-81 is capable of the following attachments: 60" flail head, Gyro-Trac Masticator, hydraulic root puller, (4) 30" diameter saw blades on bar (pictured), 7'4" sickle bar capable of cutting 5" diameter limbs. The operator's station in the bidirectional unit turns 180 degrees so that it can mow in either direction. The New Holland TV6070 is an imperative asset to



Powerland Equipment for use on the Slope Mowing Contract. Because of the TV6070's bidirectionality, productivity is doubled. The New Holland TV6070 can mow forward and backward without having to turn around. This is possible only because of the bidirectionality of the tractor, but also the turntable head of the B81-81 mower.

- Massey Ferguson 7485 115 HP, 4WD, Street Legal Tractor equipped with Bomford Buzzard Long Reach Slope Mower.

Powerland Equipment's Massey Ferguson 7485 is an invaluable asset for use on the Slope Mowing Contract. The 7485 utilizes a continuously variable transmission to propel the unit to a top speed of 35 mph. The Buzzard's specialized 3 boom nature makes it the ideal tool to reach over fences and trim hard to reach brush and weeds. The Massey Ferguson 7485 coupled with the Buzzard is frequently used in the San Gabriel River, to reach over the fences on the access ramps. Due to the devastating recent fires and the reduction of chemical spraying we anticipate that the County may have need of additional mowers. The County needs mowers that can move quickly to the work area and be able to mow banks, ditches and uneven ground. The tractor has a transport speed of up to 35 mph and is a compact design to maneuver safely.



- (2) Massey Ferguson 6150 115 HP, 4WD, with Bomford B81-81 Long Reach Slope Mower

Safety and stability are always important issues and with slope mowers it is even more important. A 1000lb flail head over 20ft away from the tractor requires tractors with a weight sufficient to maintain stability. Massey Ferguson Tractors are the heaviest tractors in their class.

Their heavier components also mean that they are extremely reliable, able to work for many years with minimum downtime.



- Massey Ferguson 7618 130 HP, 4WD, with Bomford B81-81 Long Reach Slope Mower

The Massey Ferguson 7618 has a CVT transmission which allows the operator to mow at the optimum speed by simply pushing a small lever on the steering wheel. By speeding up when material is light without having to stop to change gears improves daily output.



- Massey Ferguson 6713 120 HP, 4WD, with Bomford B81-81 Long Reach Slope Mower.

The Massey Ferguson 6713 has all the attributes of the other Massey Fergusons in our fleet and the addition of a 35 mph. road speed which is very useful when the work sites are a distance apart from each other.



- (4) John Deere 5000 Series Tractors, 95 horsepower, 4WD with Bomford Hawk VFA mowers.

Reliability is a key element to Powerland Equipment. We pride ourselves not only our reliable staff, but also our extremely reliable equipment. The John Deere 5000 series tractors are based upon the principle of reliability. Coupled with the Hawk VFA 19 foot boom mower, the John Deere 5000 series tractors will ensure that the job is completed from start to finish. Powerland Equipment has been a John Deere dealership since 1997 and has over \$2 million of John Deere inventory available for utilization if additional units are needed to better service the contract.



- Caterpillar Challenger 6475 110 HP, 4WD Tractor with Bomford Falcon Mower

The Caterpillar Challenger 6475 is the ideal unit for High Desert mowing. Coupled with the Bomford Falcon, the Challenger 6475 is best suited for mowing tumbleweeds and other invasive brush species. The Challenger specializes in mowing vast areas such as Lake Los Angeles and Little Rock.



- Caterpillar 908 Loader 78 HP, 4WD with Powerland Equipment RoadRunner All Position Mower

The Caterpillar 908 Loader is a 78-horsepower unit, which is paired with Powerland Equipment's designed and built in house mower. The RoadRunner APM (All Position Mower) allows the operator to mow in any position, left, right, center of the unit, making it one of the most versatile units for flood control channels. To accomplish this, Powerland Equipment with the help of an aerospace engineer designed the RoadRunner. The RoadRunner's sickle bar attachment is extremely safe and does not displace any cut materials making it safe for use next to or near by any house, vehicles, or sensitive areas. This system was designed and built by Powerland Equipment specifically to mount on the front of a skid steer unit.



- Caterpillar D4E with Disc (available)

The Caterpillar D4E is a steel track loader capable of discing without overheating. This unit is available for use with a bucket as pictured or with a scraper to move debris.



- (1) John Deere 6105E 105 HP, 4WD, Tractor with Diamond 50" Rotary Mower

The John Deere 6105E is a remarkable asset when mowing. Coupled with the easy-to-use Diamond 50" Rotary Mower on a 22' boom this unit will make quick work of any of your slope mowing needs. Because of this tractor's state of the art computer systems, it is able to finish the job swiftly and efficiently, using less fuel than the competitors and emitting less emissions because of it's particulate filter system.



- (1) John Deere 6110M 110 HP, 4WD, Tractor with Diamond

The John Deere 6110M is an imperative asset to Powerland. Not only is this tractor eco-friendly with the latest emission control components, it is also versatile boasting it's 22' reach with its boom mounted flail mower, but also can be coupled with a rear mounted flail mower as well. This means that the unit can trim tall bushes and hedges while simultaneously mowing the ground it travels on.

- (1) Alamo Industrial Interstator

The Alamo Industrial Interstator is a very versatile multi-functional mower. These flail mowers are mounted at the rear and side of the tractor and allow for mowing on slight banks as well as open fields. Because of the Interstator's self-contained hydraulic system it is able to maintain a consistent hydraulic fluid temperature ensuring that the cutter shafts are always at optimum speeds for the most precise cut.



- (2) Caterpillar 299D High-Flow, Rubber Track Skid steer

The Caterpillar 299D High-Flow is a machine focused for customers involved in demanding vegetation-management applications. Ranging from mulching, brush-cutting, vegetation control, and mowing. The 299D High-Flow utilizes its high pressure auxiliary hydraulic system to deliver a calculated hydraulic power rating of 94 hp, resulting in optimum performance when powering high-production, hydro-mechanical attachments.

- CAT 323 Excavator with Masticator Head

The CAT 323 Excavator provides unparalleled efficiency for mowing. This formidable combination delivers precision and power, transforming dense vegetation and forestry into cleared space with ease. The CAT 323's robust design ensures stability and durability, while the masticator head efficiently mulches through thick vegetation, making it an ideal solution for land development and environmental management. Tackle challenging terrain and vegetation with confidence, as the CAT 323 Excavator with masticator head redefines productivity in land clearing and brush management, showcasing the epitome of Caterpillar's engineering excellence.

- Caterpillar 299D3X High-Flow, Rubber Track Skid Steer

The Caterpillar 299D3X is a compact track loader with a vertical lift design, allowing for extended reach and higher lift height for quick and easy productivity. The High Flow XPS hydraulic system featured on the 299D3X specializes in applications demanding the maximum hydraulic performance.



- Bomford Turner Flailbot 40 HP, Rubber Track Radio Control Mower

The Flailbot is a radio controlled mower on rubber tracks that utilizes Bomford's flail head. The Flailbot is ideal for slopes that are greater than 55 degrees and that would otherwise be inaccessible. The Flailbot utilizes self-tensioning technology in its tracks to ensure that they stay on under strenuous use. The Flailbot's state of the art radio communication technology ensures that it can be operated at a safe distance while allowing full quality control to the operator. The Flailbot is ideal for mowing along the tiers of the STS areas. The Flailbot also has a loader attachment that can be fitted to clean up areas.



- JCB Fast Trak 160 hp, 4WD, with Schulte 5026 Flex Wing

The JCB Fast Trak mixes performance with mowing. The Fast Trak offers the fastest operating speeds of any high horsepower tractor. The Fast Trak is the only Agricultural tractor with self-leveling air suspension which makes it able to mow over rough terrain at high speed and has four wheel air operated ABS disc brakes. The Fast Trak utilizes multiple implement mounts allowing it to be the ultimate tractor in utilization, with sophisticated technology allowing for fast field and road speeds. Because of its high-speed abilities, the Fast Trak is best utilized with a flex wing in open areas.



- PE PK 512 Custom Built Hydraulic Root Puller

The 512 CBH Root Puller is ideal for pulling out invasive vegetation species. The CBH Root Puller removes invasive vegetation species completely by pulling them out by their roots. The CBH Root Puller is ideal against Arundo Donax, Castor Bean, Pampas Grass, etc. Materials are loaded hauled off sight to reduce or eliminate continued growth.



- GyroTrac Boom Mounted Masticator GT48M31

The GyroTrac Boom Mounted Masticator is ideal for mulching heavy brush and growth on hillsides. The GyroTrac Boom Mounted Masticator can be used in lieu of a traditional flail head which can only cut up to a 3-inch diameter. The Masticator head can cut heavy brush and trees up to 8-inches in diameter. The Masticator head is compatible with all of Powerland's boom mowers and can be used to eradicate heavy brush and growth quickly.



- (2) Compact Track Loader Mounted Masticator HM418CXHP

The Compact Track Load Mounted masticator is designed for uneven terrain. Because of the Compact Track Loader's maneuvering capabilities on rough and uneven terrain, coupled with the masticator it makes for the ultimate brush clearing tool. This combination is ideal for basins and soft sandy areas.



- CX15 Flex Wing Mower

The CX15 Flex Wing is ideal for large open spaces such as spreading basins and river bottoms. The CX15's cutting width is 15 feet. The CX15 would be ideal in San Gabriel River and Rio Hondo Coastal spreading basins.

- CX20 Flex Wing Mower

The CX20 Flex Wing is ideal for large open spaces such as spreading basins and river bottoms. The CX20's cutting width is 20 feet. The CX20 would be ideal in San Gabriel River and Rio Hondo Coastal spreading basins.

- Schulte 520 Flex Wing Mower

The Schulte 520 Flex Wing is ideal for large open spaces such as spreading basins and river bottoms. The 520's cutting width is 20 feet. The Schulte 520 would be ideal in San Gabriel River and Rio Hondo Coastal spreading basins.

- Schulte 526 Flex Wing Mower

The Schulte 526 Flex Wing Mower is ideal for large open spaces such as spreading basins and river bottoms. The 526's cutting width is 26 feet. The Schulte 526 would be ideal in San Gabriel River and Rio Hondo Coastal spreading basins.

- Vermeer HG6000TX Self Propelled Wood Grinder

The HG6000TX is equipped with a track undercarriage and offers unmatched power and efficiency. This unit effortlessly navigates diverse job sites. The innovative design allows for precise grinding, reducing large materials to valuable mulch. This unit is a reliable solution for top-tier waste processing applications.

- Spearhead 27 Flex Wing Mower

The Spearhead 27 Flex Wing Mower is the largest flex wing in Powerland's fleet. The Spearhead 27 has a 27-foot cutting width and is ideal for open spaces such as spreading basins and river bottoms. The Spearhead 27 would be ideal in San Gabriel River and Rio Hondo Coastal spreading basins.



SPRAY EQUIPMENT:

- 2018 Heno Spray Rig with 25 foot spray boom



- John Deere XUV Gator equipped with spraying equipment

Water Trucks

Due to the devastating recent fires, and the excess rain, we anticipate that fire danger will be higher than normal. Powerland Equipment will provide 2000-gallon water tankers as needed. To serve alongside our dedicated mowing fleet upon request. The water tankers in our fleet include:

- (1) 2023 Ford F750 2000 Gallon Water Truck
- (1) 2022 Ford F750 2000 Gallon Water Truck
- (2) 2019 Ford F750 2000 Gallon Water Trucks
- (4) 2013 Freightliner 2000 Gallon Water Trucks

The fleet of water trucks varies annually due to demand, Powerland Equipment will supply as many Water Trucks as necessary to comply with the contract.



Printed on: 1/15/2025 4:23:44 PM

To verify most current certification status go to: <https://www.caleprocure.ca.gov>

Office of Small Business & DVBE Services

Certification ID: 11676**Legal Business Name:**

POWERLAND EQUIPMENT, INC.

Doing Business As (DBA) Name 1:

POWERLAND EQUIPMENT INC

Doing Business As (DBA) Name 2:**Address:**

27943 VALLEY CENTER RD

VALLEY CENTER

CA 92082

Email Address:

susan@powerlandequipment.com

Business Web Page:<http://www.powerlandequipment.com>**Business Phone Number:**

760/749-1271

Business Fax Number:

760/749-7413

Business Types:

Construction , Non-Manufacturer , Service

| Certification Type | Status | From | To |
|--------------------|------------|------------|------------|
| SB | Incomplete | | |
| SB | Approved | 09/27/2022 | 03/31/2025 |

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Questions?

Email: OSDSHELP@DGS.CA.GOV

Call OSDS Main Number: 916-375-4940

707 3rd Street, 1-400, West Sacramento, CA 95605



APPLICATION FOR PUBLIC WORKS CONTRACTOR REGISTRATION

Registration Information

Type: Public Works

Period: 07/01/2023 06/30/2026

Contractor Information

Contractor Name: POWERLAND EQUIPMENT, INC.

Trade Name: POWERLAND EQUIPMENT

License Type Number: 1000004224

Contractor Physical Address

Physical Business Country: United States of America

Physical Business City/ VALLEY CENTER
Province:

Physical Business Address: 27943 VALLEY CENTER ROAD

Physical Business State: CA

Physical Business Postal 92082
Code:

Contractor Mailing Address

Mailing Country: United States of America

Mailing City /Province: VALLEY CENTER

Mailing Address: 27943 VALLEY CENTER ROAD

Mailing State: CA

Mailing Postal Code: 92082

Contact Info

Daytime Phone:

Daytime Phone Ext.:

Mobile Phone:

Business Email: susan@powerlandequipment.com

Applicant's Email: susan@powerlandequipment.com



CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 303356

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 2/21/2024 2:35:41 PM

Business Information

POWERLAND EQUIPMENT INC
27943 VALLEY CENTER ROAD
VALLEY CENTER, CA 92082
Business Phone Number: (760) 749-1271

Entity Corporation
Issue Date 03/03/1975
Reissue Date 12/23/1997
Expire Date 12/31/2025

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- ▶ C-61 / D49 - TREE SERVICE
- ▶ C-61 / D64 - (BMP) BEST MANAGEMENT PRACTICE
- ▶ C27 - LANDSCAPING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with HUDSON INSURANCE COMPANY.

Bond Number: 30132716

Bond Amount: \$25,000

Effective Date: 11/03/2023

Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual ROBERT MALCOLM SMITH certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 08/15/2007

BQI's Bond History

Workers' Compensation

This license has workers compensation insurance with the FALLS LAKE FIRE AND CASUALTY COMPANY

Policy Number: FLA02085400

Effective Date: 05/01/2023

Expire Date: 05/01/2024

Workers' Compensation History



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **303356**

Entity **CORP**

Business Name **POWERLAND EQUIPMENT INC**

Classification(s) **C61/D49 C61/D64 C27**



Expiration Date **12/31/2025**

www.csib.ca.gov



CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION

1001 I STREET
SACRAMENTO, CALIFORNIA 95814

ISSUED: January 01, 2024
EXPIRES: December 31, 2025

Pest Control Business - Main LICENSE

LICENSE NO. 32092

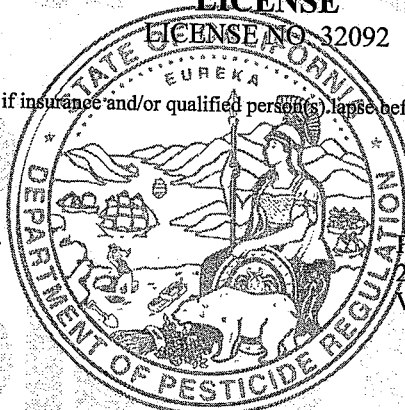
Invalid if insurance and/or qualified person(s) lapse before expiration date.

Mailing Address:

POWERLAND EQUIPMENT, INC.
27943 VALLEY CENTER RD
VALLEY CENTER, CA 92082

Business Location

POWERLAND EQUIPMENT, INC.
27943 VALLEY CENTER RD
VALLEY CENTER, CA 92082



POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW

THIS LICENSE IS NOT TRANSFERABLE - ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE



DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM

QAL

QUALIFIED APPLICATOR LICENSE

LICENSE #: 104160

Categories: C

EXPIRES: 12/31/2025

Issued: 1/1/2024

ROBERT M SMITH
27943 VALLEY CENTER RD
VALLEY CENTER, CA 92082



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

ITB 10090205-25-P, Landscape Maintenance for Brown and Montgomery Airports

Questions and Answers

Question 1: What herbicides have been used in the past year?

Response: Roundup, Esplanade Pre-emergent.

Question 2: Will there be access to city dumping or airport facilities to dispose of vegetation and debris or will that be the responsibility of the contractor?

Response: This will be the responsibility of the awarded Contractor. A mower that mulches material during mowing operations is preferred. All vegetation and debris must be taken off site.

Question 3: Can the performance bonding be renewed annually, or does it need to be for the entire contract term?

Response: The performance bond should match the term of the contract; 2 years initially and then annually if contract is renewed.

Question 4: Will night work be required to perform the services of this contract? If so, can a percentage of day vs night work be estimated?

Response: No night work required. General work hours are between 6 AM – 5 PM.

Question 5: Who is the current or previous contractor providing these services and what were the charges per line item for the previous contract?

Response: Powerland Equipment, Inc.; for any documents related to the prior executed agreement for this work, a PRA may be submitted.

EXHIBIT C



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

ARTICLE I SCOPE AND TERM OF CONTRACT

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

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

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

ARTICLE II CONTRACT ADMINISTRATOR

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

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

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

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

ARTICLE III COMPENSATION

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

3.2 Invoices.

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

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

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

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

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

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

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

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

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

3.4 Price Adjustments. Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, or the City's annual Living Wage increase. 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, or the City's Living Wage increase). 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

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

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

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

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

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

4.5 Contractor's Right to Payment Following Contract Termination.

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

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

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

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

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

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

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

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

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

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

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

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

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

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

ARTICLE VII INDEMNIFICATION AND INSURANCE

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

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

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

Contractor shall provide, at a minimum, the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII BONDS

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

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

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

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

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

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

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

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

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

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

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

9.1.3 Non-Discrimination Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

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

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

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

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

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

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

ARTICLE XI DISPUTE RESOLUTION

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

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

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

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

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

ARTICLE XII MANDATORY ASSISTANCE

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

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

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

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

ARTICLE XIII MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT D

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT F

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

Powerland Equipment, Inc., a corporation, as principal, and Federated Mutual Insurance Company, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of three hundred forty-six thousand, six hundred dollars for the faithful performance of the annexed contract, 10090205-25-P, Landscape Maintenance for Brown and Montgomery Airports, and in the sum of three hundred forty-six thousand, six hundred dollars for the benefit of laborers and materialmen designated below, effective for one (1) year, commencing on the Effective date. Bond shall be renewed on an annual basis for the life of the contract unless otherwise instructed.

Conditions:

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

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

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

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


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

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

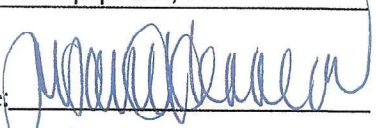
The Surety shall not utilize the Principal in completing the improvements and work specified in the Agreement in the event the City terminates the Principal for default.

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

THE CITY OF SAN DIEGO


By: 
Print Name: Claudia Abarca
Mayor or designee
Date: 04/25/2025

CONTRACTOR:

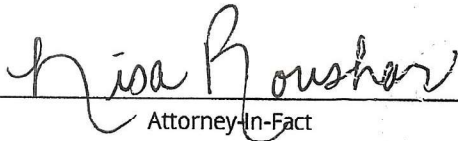
By: Powerland Equipment, Inc.
Print Name: 
Date: 4/17/25

APPROVED AS TO FORM

Heather Ferbert, City Attorney

By: 
Julie Inman (Apr 25, 2025 11:49 PDT)
Print Name: Julie Inman
Deputy City Attorney
Date: 04/25/2025

SURETY:

By: 
Attorney-In-Fact
Print Name: Lisa Roushar
Date: MAY 1, 2025

2166 Coast Avenue San Marcos, CA 92078-8401
Local Address of Surety

760-274-7070
Local Phone Number of Surety

\$2,788.60
Premium

1927780
Bond Number

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That FEDERATED MUTUAL INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of Minnesota, and having its principal office in the City of Owatonna, State of Minnesota, does hereby constitute and appoint:

LISA ROUSHAR of the City of OWATONNA State
of MINNESOTA its true and lawful attorney for the following purposes:

To sign its name as surety to, and to execute, affix the seal, acknowledge and deliver any and all surety bonds and penalties not exceeding:

THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000) EACH

POWERLAND EQUIPMENT INC. VALLEY CENTER, CA

The execution of such bonds or undertakings in pursuance of these presents shall be binding upon the Company as if they had been executed and acknowledged by the regularly elected officers of the Company.

This Power of Attorney granted by Federated Mutual Insurance Company shall terminate when the designee ceases to be:

- 1) Employed by Federated Mutual Insurance Company or
- 2) Employed by Federated Mutual Insurance Company in a job for which such Power of Attorney is required.

IN WITNESS WHEREOF, the said FEDERATED MUTUAL INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its Executive Vice President and Assistant Secretary this the 21st day of December, 2022.

FEDERATED MUTUAL INSURANCE COMPANY

BY

Sean Pick
Executive Vice President

(SEAL)

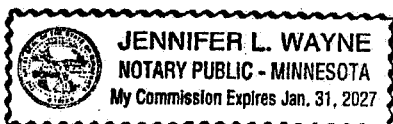
and BY

Jonathan R. Hanson
Assistant Secretary

STATE OF MINNESOTA
COUNTY OF STEELE

On this 21st day of December, 2022 personally appeared before me, the undersigned notary public, Sean G. Pick and Jonathan R. Hanson to me personally known, who, each being duly sworn by me, did say that they are respectively the Executive Vice President and Assistant Secretary of the FEDERATED MUTUAL INSURANCE COMPANY and that the seal affixed to this instrument is the corporate seal of said Corporation and that this instrument was signed and sealed of behalf of said Corporation by authority of its Board of Directors and said Sean G. Pick and Jonathan R. Hanson acknowledge said instrument to be the free act and deed of said corporation.

(SEAL)



Jennifer L. Wayne

COPY OF RESOLUTION

"BE IT RESOLVED that the President or any Vice President in conjunction with the Secretary is hereby authorized and empowered under the corporate seal of the Company, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of the Company, in its name and as its act to execute and deliver, anywhere in the United States or Canada, any and all bonds and undertakings of suretyship and other documents that the ordinary course of surety business may require."

"BE IT FURTHER RESOLVED that the Power of Attorney or other document appointing such person or persons as attorney or attorneys-in-fact or agent or agents of the Company may either be personally signed by the President, any Vice President, the Secretary or may be executed by said officers by means of facsimile signatures. The said personal signatures or facsimile signatures shall not require the Company seal or any other seal and shall be valid and binding on the company if executed either by personal signature or facsimile signature and with or without the Company seal being affixed thereto."

I, the undersigned, hereby certify that I am a Executive Vice President of the FEDERATED MUTUAL INSURANCE COMPANY, a Corporation duly organized and existing under the laws of the State of Minnesota and that the foregoing is a true and complete copy of the original Power of Attorney given by said Company to:

LISA ROUSHAR

of

OWATONNA, MINNESOTA

authorizing and empowering such person to sign bonds as therein set forth, which Power of Attorney has never been revoked and is still in full force and effect.


I further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company duly called and held at the office of the Company in the City of Owatonna, Minnesota on the 20th day of April, 19 82 at which meeting a quorum was present and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of the said meeting.

PURSUANT to the By-Laws of Federated Mutual Insurance Company, Article 8, Section 1; in the absence of or inability of the Secretary to act, his duties shall be performed by the Assistant Secretaries in the order of their rank.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the FEDERATED MUTUAL INSURANCE COMPANY this the _____ 1ST _____ day of MAY, _____, 2025.

FEDERATED MUTUAL INSURANCE COMPANY

(SEAL)



Executive Vice President

ACKNOWLEDGMENT OF CORPORATE SURETY

**STATE OF MINNESOTA
COUNTY OF STEELE**

On this 1st day of MAY, 2025, before me,
a Notary Public within and for said County, personally appeared LISA ROUSHAR, who being
first duly sworn, says that he/she is the attorney-in-fact of Federated Mutual Insurance Company Surety herein,
a Corporation duly organized and existing under laws of the State of MINNESOTA, and executed the foregoing
instrument for and in its behalf, by authority of its Board of Directors; that the seal affixed to the foregoing
instrument is the corporate seal of said corporation; and further acknowledged said instrument and the execution
thereof to be the voluntary act and deed of said corporation.

Danielle Nelson

NOTARY PUBLIC, STEELE COUNTY

MY COMMISSION EXPIRES

01/31/2029



(NOTARIAL SEAL)

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

COMPANY INFORMATION

Company Name: POWERLAND EQUIPMENT, INC.

Company Address: 27943 VALLEY CENTER ROAD, VALLEY CENTER CA 92082

Company Contact Name: SUSAN T. HERRERA

Contact Phone: 760-749-1271

CONTRACT INFORMATION

Contract Number (if no number, state location): SAN DIEGO

Start Date: AS NEEDED

Contract Title (or description): LANDSCAPE MAINTENANCE BROWN AND MONTGOMERY FIELD AIRPORTS

End Date:

Purpose/Service Provided: MOWING AND SPRAYING OF MONTGOMERY AND BROWNFIELD AIRPORTS

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.

SUSAN T. HERRERA

CFO

Name of Signatory

Title of Signatory

Susan T. Herrera

02/28/2025

Signature

Date

FOR OFFICIAL CITY USE ONLY

Date of Receipt:

LWO Analyst:

Contract Number:

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:

B. BIDDER/PROPOSER INFORMATION:

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

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

* The precise nature of the interest includes:

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

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

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

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

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

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

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

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

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

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

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

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

C. OWNERSHIP AND NAME CHANGES:

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

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

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

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

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

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

D. BUSINESS ORGANIZATION/STRUCTURE:

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

Corporation Date incorporated: _____ State of incorporation: _____

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

Type of corporation: **C** Subchapter **S**

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

If **Yes**, after what date: _____

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

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

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

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

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

Please list the following: Authorized Issued Outstanding

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

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

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

Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: _____

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

Joint Venture Date formed: _____

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

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

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Name of Bank: _____

Point of Contact: _____

Address: _____

Phone Number: _____

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

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

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

Business Tax Certificate No.: _____ Year Issued: _____

F. PERFORMANCE HISTORY:

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

Yes No

If Yes, use Attachment A to explain specific circumstances.

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

Yes No

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

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

Yes No

If Yes, use Attachment A to explain specific circumstances.

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

Yes No

If Yes, use Attachment A to explain specific circumstances.

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

Yes No

If Yes, use Attachment A to explain specific circumstances.

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

Yes No

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

7. Performance References:

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

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

Company Name: _____

Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date: _____

Contract Amount: _____

Requirements of Contract: _____

Company Name: _____

Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date: _____

Contract Amount: _____

Requirements of Contract: _____

Company Name: _____

Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date: _____

Contract Amount: _____

Requirements of Contract: _____

G. COMPLIANCE:

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

Yes

No

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

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

Yes

No

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

H. BUSINESS INTEGRITY:

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

I. BUSINESS REPRESENTATION:

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

Yes No

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

Yes No

Certification # _____

3. Are you certified as any of the following:

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

J. WAGE COMPLIANCE:

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

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

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

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

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

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

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

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

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

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

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

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

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

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

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

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

L. STATEMENT OF AVAILABLE EQUIPMENT:

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

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

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

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

Initial submission of *Contractor Standards Pledge of Compliance*

Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement

Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement

Update of prior *Contractor Standards Pledge of Compliance* dated _____.

Complete all questions and sign below.

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

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

(a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

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

| | | |
|----------------|-------------------------|-------|
| _____ | <i>Susan T. Herrera</i> | _____ |
| Name and Title | Signature | Date |

City of San Diego
CONTRACTOR STANDARDS
Attachment "A"

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

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

| | | |
|-------------------|-------------------------|-------|
| _____ | <i>Susan T. Herrera</i> | _____ |
| Print Name, Title | Signature | Date |

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

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

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

Contractor Name: POWERLAND EQUIPMENT, INC.

Certified By SUSAN T. HERRERA Title CFO

Name

Susan T. Herrera
Signature

Date February 27, 2025

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: POWERLAND EQUIPMENT, INC.

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 27943 VALLEY CENTER ROAD

City: VALLEY CENTER County: SAN DIEGO State: CA Zip: 92082

Telephone Number: 760-749-1271 Fax Number: 760-888-9060

Name of Company CEO: ROBERT M. SMITH

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

Address: 27943 VALLEY CENTER ROAD

City: VALLEY CENTER County: SAN DIEGO State: CA Zip: 92082

Telephone Number: 760-749-1271 Fax Number: _____ Email: malcolm@powerlandequipment

Type of Business: CONTRACTOR/AGRICULTURAL Type of License: 303356

The Company has appointed: SUSAN T. HERRERA

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: 27943 VALLEY CENTER ROAD, VALLEY CENTER CA 92082

Telephone Number: 760-749-1271 Fax Number: 760-888-9060 Email: susan@powerlandequipment.co

- ☐ 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 POWERLAND EQUIPMENT, INC.

(Firm Name)

SAN DIEGO, CA hereby certify that information provided
(County) (State)

herein is true and correct. This document was executed on this 27TH day of FEBRUARY, 2025

Susan T. Herrera

(Authorized Signature)

Susan T. Herrera

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2NAME OF FIRM: POWERLAND EQUIPMENT, INC.DATE: 02/27/2025OFFICE(S) or BRANCH(ES): VALLEY CENTERCOUNTY: 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 | | | 10 | 1 | | | 5 | | | | 6 | 3 | | |
| Professional | | | | | | | | | | | | | | |
| A&E, Science, Computer | | | | | | | | | | | | | | |
| Technical | | | 1 | | | | | | | | | | | |
| Sales | | | | | | | | | | | | 3 | | |
| Administrative Support | | | | | | | | | | | | | | |
| Services | | | | | | | | | | | | 2 | | |
| Crafts | | | 3 | | | | | | | | 2 | | | |
| Operative Workers | | | 5 | | | | | | | | 5 | | | |
| Transportation | | | | | | | | | | | | | | |
| Laborers* | 1 | | 19 | | | | | | | | | | | |

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

| | | | | | | | | | | | | | | |
|--------------------|---|--|----|---|--|--|---|--|--|--|----|---|--|--|
| Totals Each Column | 1 | | 38 | 1 | | | 5 | | | | 13 | 8 | | |
|--------------------|---|--|----|---|--|--|---|--|--|--|----|---|--|--|

Grand Total All Employees

66

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 3NAME OF FIRM: POWERLAND EQUIPMENT, INC.DATE: 02/26/2025OFFICE(S) or BRANCH(ES): VALLEY CENTERCOUNTY: 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 | 1 | | 15 | | | | | | | | 4 | | | |
| Drywall Installers, Ceiling Tile Inst | | | | | | | | | | | | | | |
| Electricians | | | | | | | | | | | | | | |
| Elevator Installers | | | | | | | | | | | | | | |
| First-Line Supervisors/Managers | | | | | | | | | | | | | | |
| Glaziers | | | | | | | | | | | | | | |
| Helpers; Construction Trade | | | | | | | | | | | | | | |
| Millwrights | | | | | | | | | | | | | | |
| Misc. Const. Equipment Operators | | | 10 | | | | | | | | 5 | 4 | | |
| 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 | 1 | | 35 | | | | | | | | 9 | 4 | | |
|--------------------|---|--|----|--|--|--|--|--|--|--|---|---|--|--|

Grand Total All Employees**49**

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

| | | | | | | | | | | | | | | |
|----------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Disabled | | | | | | | | | | | | | | |
|----------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|

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 Report¹. 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 county². 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^{1, 3}. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

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

- ¹ One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- ² Branch Work Force *
- ³ 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.

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