

**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10090504-26-G,
Landscape Maintenance within Mira Mesa Maintenance Assessment District (MAD)**

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # 10090504-26-G, Landscape Maintenance within Mira Mesa Maintenance Assessment District (MAD) (Contractor).

RECITALS

On or about 5/4/2026, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

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

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

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

**ARTICLE I
CONTRACTOR SERVICES**

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

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

**ARTICLE II
DURATION OF CONTRACT**

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

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

ARTICLE III COMPENSATION

3.1 Amount of Compensation. City shall pay Contractor for *performance of all Services rendered in accordance with this Contract in an amount not to exceed \$3,000,000.00.*

ARTICLE IV WAGE REQUIREMENTS

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

ARTICLE V CONTRACT DOCUMENTS

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

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

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

1st Any properly executed written amendment to the Contract

2nd The Contract

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

4th Contractor's Pricing

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

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

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

Aztec Landscaping Inc.

Proposer
7980 Lemon Grove Way

Street Address
Lemon Grove, CA 91945

City
619.4643303

Telephone No.
rafael@azteclandscaping.com

E-Mail

CITY OF SAN DIEGO
A Municipal Corporation

BY: 

Print Name:
Claudia Abarca

Director, Purchasing & Contracting
Department

08/20/2026

Date Signed

BY: 
[Rafael Aguilar \(Aug 12, 2026 13:35:38 PDT\)](#)

Signature of
Proposer's Authorized
Representative
Rafael Aguilar

Print Name
CEO

Title
08/12/2026

Date

Approved as to form this 20 day of
August, 2026.
HEATHER FERBERT, City Attorney


BY: _____
Deputy City Attorney

EXHIBIT A
PROPOSAL SUBMISSION AND REQUIREMENTS

A. PROPOSAL SUBMISSION

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

1.1 Reserved.

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

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

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

1.4.1 Reserved.

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

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

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

Tab A - Submission of Information and Forms.

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

2.2 The Contractor Standards Pledge of Compliance Form.

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

2.4 Living Wage Ordinance Certification of Compliance.

2.5 Licenses as required in Exhibit B.

2.6 Reserved.

2.6 Additional Information as required in Exhibit B.

2.7 Reserved.

2.8 Reserved.

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

Tab B - Executive Summary and Responses to Specifications.

2.10 A title page.

2.11 A table of contents.

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

2.13 Proposer's response to the RFP.

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

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

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

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

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

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

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

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

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

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

inadvertent error. If, as a result of a proposal modification, the proposer is no longer the apparent successful proposer, the City will award to the newly established apparent successful proposer. The City's decision is final.

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

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

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

B. PRICING

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

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

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

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

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

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

C. EVALUATION OF PROPOSALS

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

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

3. Evaluation Process.

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

3.2 Reserved.

3.3 Reserved.

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

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

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

	MAXIMUM EVALUATION POINTS
A. Responsiveness to the RFP.	15
1. Requested information included and thoroughness of response.	
2. Understanding of the project and ability to deliver under Exhibit B.	
3. Technical Aspects	
4. Exceptions	
B. Staffing Plan.	30
1. Qualifications of personnel/adequate hours proposed to meet Contract requirements	
2. Adequate staffing plan overall (e.g. experience of personnel, number of personnel, hours proposed, etc.) to complete the required services	
3. Availability/Geographical location of personnel for required tasks	
4. Clearly define Roles/Responsibilities of personnel	
5. Resumes demonstrate required experience	
6. Documentation proof for Staff who have passed/cleared any security background checks	
C. Firm's Capability to provide the services and expertise and Past Performance.	45
1. Relevant experience of the firm and subcontractors.	
2. Previous relationship of Proposer and subcontractors on similar projects of comparable size and scope	
3. List of personnel and qualifications including relevant certifications, licenses, and training.	
4. Landscape experience.	
5. Other pertinent experience.	
6. Location in the general geographical area of the project and knowledge of the locality of the Project.	
7. Past/Prior relevant experience and quality of performance.	
8. Capacity/Capability to meet the City of San Diego needs in a timely manner.	
9. Reference checks.	
D. Price.	10
SUB TOTAL MAXIMUM EVALUATION POINTS:	100
F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*	12
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	112

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

D. ANNOUNCEMENT OF AWARD

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

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

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

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

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

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

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

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

4. Reserved.

5. Reserved.

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

**EXHIBIT B
SPECIFICATIONS**

1. OVERVIEW OF SERVICES AND REQUIRED LICENSES

1.1. Landscape Maintenance Specifications.

Contractor shall perform complete landscape maintenance and improvements of all contract areas identified in Section 13 of these Specifications (Contract Sites) within the Mira Mesa Maintenance Assessment District (MAD), including, but not limited to, the following: irrigation, pruning, shaping and training of trees, shrubs, turf, and groundcover plants; fertilization; litter control; weed control; control of all plant diseases and pests; mowing; edging; renovation and aeration; sweeping; and all other maintenance required to maintain the Contract Sites included in this Exhibit B in a safe, attractive and useable condition and to maintain the plant material in good condition with horticulturally acceptable growth and color.

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

1.2. Improvements and Activities.

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

1.3. Department of Industrial Relations (DIR) Registration

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

	Registration No.	Expiration Date	Name
DIR Registration No.	1000007145	6/30/2028	AZTEC LANDSCAPING, INC.
Subcontractor's DIR Registration No.	N/A		

1.4. Licenses

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

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

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

2. DEFINITIONS

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

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

1.4. Licenses

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

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

	License Number	Expiration Date	Name
State of California Contractors License	Class: C-27 No.: 642504	4/30/2028	AZTEC LANDSCAPING, INC.
Qualified Applicator Certificate	92975	12/31/2027	JAIME ROCHA
Pest Control Business License	30311	12/31/2026	AZTEC LANDSCAPE CO
Pest Control Advisor	149984	12/31/2028	GEOFF JOHANSEN
Recycled Water Site Supervisor Certificate	6366	7/13/2027	MAURICIO LOPEZ

2. DEFINITIONS

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

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

- 2.2. **City Holidays.** City Holidays are the fixed and observed dates on which the City observes the following holidays: New Year's Day, Martin Luther King Jr. Day, President's Day, César Chávez Day, Memorial Day, Juneteenth Freedom Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day. The actual dates on which the City observes a holiday may change from year to year. The fixed and observed dates are updated annually and posted on www.sandiego.gov/city-holidays.
- 2.3. **City's Normal Business Hours.** The hours of 7:00 a.m. to 4:00 p.m., Monday through Friday, excluding City Holidays.
- 2.4. **Contract.** The Contract Resulting from Request for Proposal Number 10090504-26-G to which this Exhibit B is incorporated.
- 2.5. **Extraordinary Work.** Maintenance, services, improvements, and activities that are either generally identified by example or category, or specifically identified in Section 11 of this Exhibit B, and not otherwise required to be conducted with regularity under the Service Frequencies.
- 2.6. **Field Inspection Notice (FIN).** A written notification from the Technical Representative that identifies observed conditions that require corrective action and response.
- 2.7. **Field Supervisor.** A qualified onsite supervisor who meets the qualifications described in this Exhibit B and who shall be at the Contract Sites at all times work is being performed by Contractor to provide the necessary supervision to ensure work is completed as specified under the Contract.
- 2.8. **General Terms.** The City's General Contract Terms and Provisions, revised January 16, 2020, attached to the Contract as Exhibit C.
- 2.9. **Job Site.** The Contract Site, or any portion thereof, where Contractor is actively conducting work under this Contract.
- 2.10. **Non-Working Supervisor.** A Contractor representative who has the authority to discuss all matters pertaining to this Contract with the Technical Representative and must be available to do so during City's Normal Business Hours.
- 2.11. **Technical Representative.** The City Parks and Recreation Department's designee specified on the Notice to Proceed letter issued under this Contract.
- 2.12. **Term.** Defined in section 2.1 of the Contract.
- 2.13. **Service Frequencies.** Described in Section 14 of this Exhibit B.

- 2.14. Work Schedule.** The schedule of routine work and infrequent operations, as established by Contractor and submitted to the Technical Representative prior to commencing work on the Contract. The Work Schedule must meet all requirements as described further in Section 8 of this Exhibit B.

3. CONTRACT ADMINISTRATION

3.1. Contract Administrators

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

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

3.2. Notices

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

**Nicholas Des Lauriers
PARKS AND RECREATION DEPARTMENT
MAINTENANCE ASSESSMENT DISTRICT
9485 AERO DRIVE
SAN DIEGO, CA 92123**

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

4. INVOICING PROCEDURES AND PAYMENTS

4.1. Manner of Payment

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

4.2. Invoices

- 4.2.1. Monthly Invoicing and Payments. Contractor shall submit invoices to the Technical Representative at the address specified on the purchase order(s) no later than the 10th day of the subsequent month. Invoices will be paid monthly, in arrears, for work performed satisfactorily.
- 4.2.2. Invoice Detail and Attachments. Contractor's invoices must comply with Article III of Exhibit C, and shall reference the purchase order number, include the location and description of the work performed in each maintenance category outlined in the Contract, and correspond with the most current Contract Pricing.
 - 4.2.2.1. **Pesticide Use Report.** Contractor must submit a Monthly Pesticide Use Report that complies with Exhibit B, Section 10.4 (Use of Chemicals). This report shall accompany the above invoice.
 - 4.2.2.2. **Extraordinary Labor Authorization.** For all invoices that include Extraordinary Work, Contractor must submit evidence of Technical Representative's prior written authorization of the Extraordinary Work and related costs as required in Sections 5.1 and 11 of this Exhibit B. Failure to submit written authorization with the invoice will result in payment being withheld for the Extraordinary Work and related expenses.
- 4.2.3. Deficient Work Not Performed. If a discrepancy exists between invoice details and work performed, City will notify Contractor within five (5) business days of receipt of the invoice or within five (5) business days of learning of the discrepancy, whichever is soonest. Payments will be made and withheld in accordance with this Section 4.

4.3. Payments Withheld

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

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

5. ADDITIONAL COSTS

5.1. Extraordinary Work

- 5.1.1. Necessary Equipment Rental. If approved in writing by the Technical Representative, Contractor may rent equipment necessary to complete Extraordinary Work and may apply a 10% markup fee for the rental equipment costs. The 10% markup fee is not applicable to the Extraordinary Labor hourly rate. If Contractor owns the equipment necessary to perform the Extraordinary Work, Contractor may charge a rental fee, which shall be the current market rate for the equipment usage.
- 5.1.2. Goods, Supplies, and Material. Compensation for materials associated with Extraordinary Labor shall be the wholesale cost of the items involved plus 10% for Contractor's cost of handling. If Extraordinary Work requires the purchase of goods, supplies, or materials, Contractor may apply a 10% markup fee on those items. The 10% markup fee is not applicable to the Extraordinary Labor hourly rate.
- 5.1.3. Debris Removal. If approved in writing by the Technical Representative, Contractor shall be compensated for costs associated with removal of additional debris resulting from Extraordinary Work.

5.2. Irrigation Water

- 5.2.1. Costs Paid by City.
City shall bear all the costs for water used by Contractor to properly maintain the Contract Sites in accordance with this Exhibit B, except negligent water waste, which will be charged to Contractor.
- 5.2.2. Costs Paid by Contractor.
 - 5.2.2.1. **Excessive Waste**. Contractor shall pay for all irrigation water costs associated with the Contract Sites and attributed to excessive use or waste. City shall have the right to deduct the cost of such water from City's payment to Contractor.
 - 5.2.2.2. **Monetary Fines and Damages**. Contractor is responsible for payment of any monetary fines or other damages assessed to City for failure to follow water conservation regulations imposed by the State of California, The County Water Authority, or other legal entity arising out of performance of this Contract. The cost of monetary fines or damages assessed shall be deducted from City's payment to Contractor.

6. CONTRACTOR'S GENERAL RESPONSIBILITIES

6.1. Quality of Work

Contractor shall perform all work in accordance with the best landscape maintenance practices and in keeping with the high aesthetic level of the Contract Sites being maintained. City will periodically inspect all maintenance operations and may approve or reject the work performed and methods or materials used. Contractor shall cooperate with all inspections by City, effectively communicate with the Technical Representative to correct deficiencies as needed and maintain the overall quality of work described in and required under this Contract.

6.2. Communication with City

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

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

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

6.2.3. Damage Reporting. Contractor shall immediately report observed or known hazard, damage, defect, leak, power outage, or other issue or situation that poses a threat to safety of the public or employees, or a loss of City assets (including water). Safety problems must be reported by calling the Technical Representative during City's Normal Business Hours. If these problems are encountered outside of City's Normal Business Hours, Contractor shall call (619) 527-7500 and email the Technical Representative and provide the name and address of the Contract Site and a description of the problem. Contractor must report all other hazards, damages, defects, other problems or irregularities, or maintenance issues to the Technical Representative within 24 hours of discovery.

7. STAFFING AND EQUIPMENT REQUIREMENTS

7.1. Adequate Personnel

7.1.1. Personnel Required for this Contract.

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

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

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

a) Field Supervisor

The Field Supervisor must meet the following requirements:

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

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

b) Irrigation Specialist

The Irrigation Specialist must meet the following requirements:

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

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

c) Non-Working Supervisor

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

d) Workers/Laborers

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

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

shrubs and groundcover, exotic weeds and plants as required for proper maintenance of all areas.

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

7.2. Ability to Perform Work

- 7.2.1. Contractor must have the staffing, equipment knowledge and financial resources to perform landscape maintenance projects in a timely manner with a quality end product. The plant material(s) on this site require uncommon maintenance practices. Contractor must have knowledge and personnel with experience having performed on projects of similar square footage, terrain, plant palettes, and scope of work overseeing all phases of landscape maintenance. This includes implementing and maintaining landscape enhancement projects and personnel on a site of comparable acreage and plant material. All personnel shall be physically able to do their assigned work.
- 7.2.2. To demonstrate Contractor's ability to perform the requirements of this Contract, Contractor shall provide the following with the proposal:
 - a) A purchase order, contract, or other document that demonstrates Contractor's previous or existing responsibilities for work of a similar scope and size as it compares to this RFP.
 - b) Provide three examples and references on the Contractor Standards Form for work completed as it relates to Section 13. Contract Sites.
 - c) Provide resumes for the Field Supervisor(s) and Irrigation Specialist(s) proposed for work on this Contract and currently employed by Contractor. Resumes must include a description of the individual's working knowledge of maintenance of park amenities and comfort stations, landscaped and hardscaped sites, developed and undeveloped open space, decomposed granite sites, turf and sports turf, irrigation and smart controllers and related software, if applicable to this Contract. City will assume that Contractor has included all relevant experience in the resumes submitted and will assume that an individual has no working knowledge or experience in any category where no description is provided. Failure to submit resumes with Contractor's proposal may result in considering the proposal submittal as non-responsive.

- d) A statement demonstrating the capacity and capability to provide enhanced service to the MAD as it relates to Exhibit B and the associated frequencies in a timely manner.
 - e) A proposed work schedule that demonstrates the fulfillment of the established frequencies.
 - f) Provide resumes of landscape maintenance workers, also referred to as laborers in this document, proposed to work on this Contract and are currently employed by Contractor. Resumes should include a description of the work experience and type of landscape maintenance performed.
- 7.2.3. Any change in Field Supervisor personnel must be submitted to Technical Representative in writing and is subject to Technical Representative's approval.
- 7.2.4. Upon award of this Contract, Contractor shall provide the following items:
- a) A complete list of the full names of employees assigned to the Job Site.
 - b) In the event Contractor is awarded Extraordinary Work, Contractor shall provide a separate specific work crew to accomplish projects as may be required. Extraordinary Labor tasks shall not excuse Contractor from performing any other work regularly required under this Contract.
- 7.2.5. At all times during the Term of the Contract, Contractor shall be prepared to use Extraordinary Labor for Extraordinary Work in the MAD. Some priority projects may need to be done immediately. Contractor must have the staffing, expertise, and knowledge to perform Extraordinary Work in a timely manner and with a quality finished product, while maintaining all regularly scheduled work under this Contract. Performance of Extraordinary Labor tasks shall not excuse Contractor from performing routine work and other required work.

7.3. Proper Conduct

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

7.4. Uniforms

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

7.5. Communications

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

7.6. Equipment

- 7.6.1. Required Equipment. Contractor shall provide, as part of this contract, Power and Manual Tools including, but not limited to: Chains Saws, Trimmers, Blowers, Mowers, Vacuums, Weed Whips, Small Fertilizer Spreaders, Pruning Tools and all other hand tools necessary to accomplish the maintenance requirements. Blowers. Unless specifically stated otherwise, blowers may be used at Contractor's discretion. Contractor will be held responsible for any damages incurred to persons or property related to use of subject blowers. It is always a better choice to sweep where people and cars are present, especially when performing duties on the medians. Contractor must remove all dirt and debris from the site and must not blow dirt or debris into streets or adjoining properties.

8. WORK SCHEDULE

8.1. Establishing the Work Schedule

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

8.2. Changes to Work Schedule

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

8.3. Infrequent Operations

In addition to the Work Schedule, Contractor shall provide the Technical

Representative with a list(s) of exact start dates for fertilization, renovation, aeration, and other infrequent operations at each of the Contract Sites at least ten working days in advance of performing any of these operations.

8.4. No Interference or Disturbance

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

9. METHOD OF PERFORMING WORK

9.1. Irrigation

9.1.1. Water conservation shall be diligently practiced. Irrigation shall be done in a manner to minimize run-off or other wastage. Failure to properly manage and conserve water resources may result in deductions or other penalties. Contractor shall turn off irrigation systems during periods of rainfall and at such other times when suspension of irrigation is desirable to conserve water and to remain within the guidelines of good horticulturally acceptable landscape maintenance practices. Irrigation run times shall be adjusted weekly to compensate for current weather conditions (unless/until a weather-based controller is installed). Contractor must comply with all emergency water conservations regulations. If state or local water conservation restrictions impact Contractor's ability to perform the Scope of Work, Contractor must provide notice in writing to Technical Representative.

9.1.2. Contractor shall keep controller and valve boxes clear of soil and debris and shall maintain the irrigation system at no additional cost to City, including adjustment, raising or lowering, straightening and any other operation required for the continued proper operation of the system from the "cold" side of the water meter throughout the Job Site.

Contractor shall perform irrigation using electric or solar powered automatic, mechanical sprinkler systems where available and operable; however, failure of the existing irrigation system to provide full and proper coverage shall not relieve Contractor of the responsibility to provide adequate irrigation with full and proper coverage to all areas.

In those areas where a manual sprinkler system (including drip) is installed, Contractor shall thoroughly inspect the operation of the system for any malfunction as specified in the Service Frequencies schedules in Exhibit B, Section 14.

Contractor shall advise the Technical Representative within twenty-four (24) hours of those malfunctions.

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

All areas not adequately covered by a sprinkler system shall be irrigated by a portable irrigation method. Contractor shall furnish all hoses, nozzles, sprinklers, etc. necessary to accomplish this supplementary irrigation. Care shall be exercised to prevent water waste, erosion, and/or detrimental seepage into existing underground improvements or structures. The cost of wasted water may be charged to Contractor as described in Section 5.2.2.

Irrigation shall be accomplished as follows:

- a) Contractor shall irrigate landscaped improved banks and slopes, Monday through Friday as required to maintain horticulturally acceptable growth and color, and to encourage deep rooting.
- b) Contractor shall irrigate shrub beds as required to maintain horticulturally acceptable growth and color, and to promote deep rooting. Shrub areas shall be irrigated at a rate which keeps surface runoff to a minimum. Contractor shall adjust the irrigation rate to the needs of shrub types, seasons, and weather conditions.
- c) Newly Planted Trees, Shrubs, and Groundcover shall receive special attention until these plants are established. Contractor shall apply adequate water and fertilizer to promote normal, healthy growth. Contractor shall maintain proper berms or basins during the establishment period.

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

Contractor shall identify and implement an effective combination of Best Management Practices (BMPs) so as not to cause pollutant discharges to the storm drain system in violation of San Diego Storm Water Management and Discharge Control Ordinance (San Diego Municipal Code sections 43.0301 to 43.0312). Contractor shall, at a minimum, implement and comply, as applicable, with the Minimum Industrial and Commercial BMPs adopted under the San Diego Municipal Code section 43.0307(a).

Contractor is responsible for costs, fines, and other damages when excessive use or waste of irrigation water results from Contractor's performance under this Contract.

9.2. Tree Maintenance

- 9.2.1. Contractor shall maintain all trees in their natural shapes. Contractor shall perform pruning in such a manner as to promote the best growth habits, appearance, health of the tree, and to prevent encroachment which blocks vision or is in any manner deemed undesirable by the Technical Representative. Contractor shall be responsible for tree pruning that can be accomplished with a 12' pole saw by a worker standing on the ground. Contractor shall not top trees. Contractor shall notify the Technical Representative in writing within twenty-four (24) hours any tree that shows signs of root heaving or leaning or is in any manner a safety hazard.
- 9.2.2. Contractor shall be responsible for the complete removal and replacement of those trees lost due to Contractor's faulty maintenance or negligence, as determined by the Technical Representative. Replacement shall be made by Contractor in the kind and size of tree determined by the Technical Representative. Where there is a difference in value between the tree lost and the replacement tree, the difference will be deducted from the Contract payment. In all cases, the value of the tree lost shall be determined by the Technical Representative, using the latest International Society of Arboriculture (I.S.A.) guidelines for value determination.
- 9.2.3. Contractor shall securely stake all newly planted trees with two "lodge pole" type stakes placed on opposite sides of the tree, outside the root ball, and secure them to the tree with at least two flexible rubber tree ties.
- 9.2.4. Contractor shall regularly inspect tree ties to ensure against girdling and abrasion.
- 9.2.5. Contractor shall immediately upright trees and shrubs that are uprooted and/or broken due to storms, regardless of size, if possible. If this is not possible, Contractor shall immediately remove them (including roots) and fill the holes. Contractor shall be responsible for paying all fees associated with the disposal of tree debris under the terms of this Contract.

9.3. Pruning Shrubs and Groundcover Plants

- 9.3.1. Contractor shall prune all shrubs and groundcover plants growing in the work areas as required to maintain plants in a healthy, growing condition; to maintain plant growth within reasonable bounds; and to prevent encroachment of private property, passageways, walkways, streets, or view of signs; or encroachment in any manner deemed objectionable by the Technical Representative. Care shall be taken to ensure that plant material(s) inside fences on private lots is not injured or damaged by Contractor's actions. Contractor shall remove dead or damaged limbs with sharp pruning tools, with no stubs remaining. Contractor shall perform pruning to permit plants to grow naturally in accordance with their normal growth characteristics except where box hedging is required by the Technical Representative. Shearing, hedging, or severe pruning of plants, unless authorized by the Technical Representative, shall not be permitted. Contractor shall perform all corrective pruning methods

to all plant materials as directed by the Technical Representative. This includes but is not limited to the pruning of plants which have been hedge pruned in the past in order to return them to their natural growth characteristics. Contractor shall perform all such pruning including the removal of pruned materials at no additional cost to the City. Growth regulators shall not be used.

- 9.3.2. Shrub pruning along major streets shall be completed within ten calendar days of its inception. Shrub pruning must be performed to maintain their natural appearance. Any mechanical hedging must be approved by the Technical Representative.
- 9.3.3. Technical Representative shall provide direction for performing maintenance of any pruning throughout the Contract Sites at any time at no additional cost to City.

9.4. Groundcovers

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

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

- 9.4.5. Cultivation. Contractor shall cultivate the open soil between plants where the planting permits.

9.5. Turf Maintenance

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

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

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

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

- 9.5.3. Renovation. Renovation, for purposes of this Contract, is the removal of accumulated thatch from turf areas. At least ten days prior to beginning work, Contractor shall submit to the Technical Representative a schedule of equipment it plans to use for renovation. Contractor shall remove refuse generated from renovation from the Job Site no later than the day following renovation. Contractor shall completely contain thatch and other debris left on the site overnight in bags or burlap sheets so that it does not migrate to adjacent areas. Contractor shall submit a Work Schedule showing the site, date, and time the actual operation is to be performed, and Contractor shall not begin the actual renovation until written approval is given by the Technical Representative for the type of equipment and Work Schedule. The Technical Representative may delete the renovation requirement from a particular site.

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

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

9.6. Maintenance and Replacement of Plant Material

9.6.1. Plant Material Maintenance

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

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

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

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

9.6.2. Plant Material Replacement

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

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

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

9.7. Fertilization

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

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

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

9.7.3. Application. Contractor shall apply fertilizers at the rates specified below: One pound of actual nitrogen per 1,000 square feet of planted area shall be applied to turf, shrubs, vines, groundcovers, and trees as specified. Acceptable complete fertilizers include but are not limited to:

Best Turf Supreme 16-6-8, Best Triple Pro 15-15-15, Best Super Iron 9-9-9 with 11% Iron, Best Landscape Color 14-14-14. Acceptable organic fertilizers include but are not limited to Milorganite or Gro-Power Plus 5-3-1, which have been processed to remove excess levels of salt.

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

- A) Best Turf Supreme 16-6-8 (March, June and September Application)
- B) Best Triple Pro 15-15-15 (March and September Application)
- C) Best Super Iron with 11% Iron (March and September Application)
- D) Best Landscape Color 14-14-14 (March and September Application)
- E) Milorganite or Gro-Power Plus 5-3-1 Organic Fertilizers (March and September Application)

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

- 9.7.6. As deemed necessary by the Technical Representative to achieve required results, other materials, such as iron chelate, soil sulfur, gypsum, surfactant enzymes such as Sarvon or Naiad, etc., may be needed and shall be applied as necessary. Compensation for labor and materials associated with other materials shall be in accordance with the terms identified in Exhibit B, Section 11.1 Extraordinary Labor.

- 9.7.7. Contractor shall immediately follow the application of fertilizers and/or amendments with adequate irrigation to force fertilizer material to rest directly on the soil surface. Contractor shall adequately hand water drip irrigated areas using quick coupler valves and hoses to dissolve fertilizer.

- 9.7.8. Contractor must perform fertilization in prescribed months and in a manner to achieve an even green. If fertilization results are patchy, remedial fertilizer must be applied immediately at Contractor's expense.

9.8. Mulch

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

9.9. Decomposed Granite

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

9.10. Weed Control

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

9.11. Disease and Pest Control

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

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

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

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

9.12. Facility Maintenance

9.12.1. Repair of Damage or Malfunction.

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

9.12.2.

Sidewalks and Paved Areas (Including Paved Center Islands).

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

9.12.3.

Storm Drains.

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

9.12.4.

Park Signs.

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

9.12.5. ☐Reserved.

9.12.6. ☐Reserved.

9.12.7. ☐Reserved.

9.12.8. ☒Reserved.

9.12.9. ☒Reserved.

9.12.10. ☒Reserved.

9.12.11. ☒Reserved.

9.13. Traffic Control

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

9.14. Litter Control

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

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

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

9.15. Controller Cabinets and Battery Numbers

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

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

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

9.16. Repair or Alteration of Damaged Facilities

9.16.1. City Responsibility.

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

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

9.16.2. Contractor Responsibility.

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

Unless otherwise directed, Contractor shall make repairs to facilities immediately after damage or alteration occurs as a result of Contractor's performance of work under this Contract. The Technical Representative or designee will conduct a comprehensive testing of all irrigation systems approximately thirty (30) days prior to the end of the Contract, and any repairs

deemed the responsibility of Contractor shall be made by Contractor prior to the end of the Contract. If repairs are not made by Contractor to the satisfaction of the Technical Representative, deductions shall be made from the final payment in the amount to cover the cost of repairs, as determined by the Technical Representative. Any difference of cost shall be paid by Contractor.

9.17. Inspection.

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

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

9.18. Site Inspection and Turnover

9.18.1. Approximately 30 days prior to the end of the Contract Term, the Technical Representative will inspect the Contract Sites with the current Contractor to ensure that sites are turned over at the end of the Contract Term in a condition that conforms to the Contract Specifications. If a new Contractor is to perform

thereafter, the new Contractor shall be a part of the inspection party. Any deficiencies found in the specified maintenance level shall be noted and presented to the current Contractor in writing. City shall be the sole judge as to what constitutes a deficiency. The current Contractor shall correct all deficiencies noted by the end of the Contract Term. If the current Contractor fails to correct the noted deficiencies and turns over the Contract Sites in an unacceptable condition, as determined by the Technical Representative, City will correct the deficiencies that remain. All costs incurred by City to correct such deficiencies will be deducted from the current Contractor's final payment. City shall be the sole judge as to what constitutes a reasonable cost for work authorized.

9.18.2. Approximately ten days after commencing work, Contractor shall tour Contract Sites with the Technical Representative. The Technical Representative may authorize a mutually agreed upon one-time payment to Contractor to be used for correcting any identified and agreed upon deficiencies. If payment and work

are authorized, Contractor shall bring the Contract Sites into compliance with these Contract Specifications and thereafter maintain them at that level.

10. SAFETY REQUIREMENTS

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

10.2. Hazardous Conditions. Contractor shall maintain all Contract Sites free of hazards to persons and property resulting from Contractor's operations. Contractor shall immediately report to the Technical Representative any hazardous conditions, within or affecting a Contract Site, noted by Contractor which are not a result of Contractor's operations. During and after periods of rain, Contractor shall immediately address hazardous conditions resulting from rain, and shall maintain all Contract Sites in a safe condition, free from fallen branches and trees, plants, trash, and soil debris from gutters, storm drain inlets, and brow ditches.

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

a. Cordon off the area where the material has been found, to the extent possible.

b. Immediately call 911 (Fire Department) and provide all relevant information possible:

i. Finder's name and company;

ii. Specific location of material;

iii. Try to determine:

(1) Number, size, and types of containers

(2) Description of labels

(3) Spillage to soil, pavement, water

(4) Description: solid, liquid, color

(5) Any danger to public

c. Inform the appropriate Contractor's supervisor and the City Technical Representative as soon as possible.

d. Remain at site until the Fire Department arrives.

e. Do not move, touch, or sniff any of the material.

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

11. EXTRAORDINARY LABOR

11.1. Overview

11.1.1. The use of Extraordinary Labor for miscellaneous projects is estimated at approximately 2000 hours annually. All Extraordinary Labor must be approved in writing by the Technical Representative prior to conducting the Extraordinary Work.

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

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

11.2. Extraordinary Labor Hours for Planting

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

be approved in advance and in writing by the Technical Representative.

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

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

11.3. Extraordinary Labor Hours for Irrigation

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

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

Repair or replacement includes sprinkler system laterals (piping), sprinkler mains (pressure lines), vacuum breakers, sprinkler control valves, sprinkler controllers, sprinkler heads, sprinkler caps, sprinkler head risers, valve covers, boxes and lids (including electrical pull boxes and lids), valve sleeves and lids, quick coupler valves, and hose bibs. Any replacement must conform to the type and kind of the existing system. No compensation will be given for parts not in conformance with the existing system unless prior approval is given by the Technical Representative. Any deviation must be approved in writing by the Technical Representative.

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

11.4. Extraordinary Labor Hours for Graffiti

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

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

12. FAILURE TO PERFORM SATISFACTORILY

12.1. Payment for Services Received

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

12.2. City Inspections

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

12.3. Excessive or Wasteful Use of Water

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

13. CONTRACT SITES

The MAD consists of the following categories: [II, III, V, VI, VII, XI, XII, and XIV.]

CATEGORY	DESCRIPTION
II	Medians Landscaped with Trees, Shrubs, Groundcover
III	Medians Hardscaped
V(a)	Zone 1 & 2 Irrigated Rights-of-Way or Adjacent Areas Landscaped with Trees, Shrubs, Groundcover
V(b)	Zone 3 Irrigated Rights-of-Way Landscaped with Trees, Shrubs and Groundcover
V(c)	Zone 1 & 2 Non-Irrigated Rights-of-Way Landscaped with Trees, Shrubs and Groundcover
VI	Zone 3 Slopes Landscaped with Trees, Shrubs, Groundcover
VII	Mira Mesa Branch Library
XI(a)	Zone 1 and 2 Gutters (Center Medians Only)
XI(b)	Gutters – Zone 3 Rights-of-Way
XII	Concrete Brow Ditches – Zone 3
XIV(a)	Other: Zone 1 & 2 Sidewalks and Curbs
XIV(b)	Other: Zone 1 & 3 Pedestrian Bridge

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

CATEGORY	CONTRACT SITES	
II	Medians Landscaped with Trees, Shrubs, Groundcover (Approximately 427,655 Sq Ft)	
	Camino Ruiz:	Capricorn Way to Calle Morelos, Calle Morelos to Lapiz Drive, Hydra Lane to Westmore Road, Westmore Road to New Salem, Mira Mesa Blvd South to Reagan Road, Reagan Road to Flanders Drive, Flanders Drive to Gold Coast Drive, Jade Coast Road to Jade Coast Drive.
	Mira Mesa Boulevard:	I-15 to Westview Parkway, Westview Parkway to Black Mountain Road, Black Mountain Road to Westmore Road, Westmore Road to Greenford Drive, Greenford Drive to Westonhill Drive, Westonhill Drive to New Salem Street, New Salem Street to Camino Ruiz, Camino Ruiz to Mira Mesa Mall West, Mira Mesa Mall West to Regan Road, Regan Road to Montongo Street, Montongo Street to Parkdale Avenue, Parkdale Avenue to Aderman Avenue, Aderman Avenue to Schilling Avenue, Schilling Avenue to Huennekens Street, Huennekens Street to Pacific Heights Blvd, Pacific Heights Blvd to Lusk Blvd, Scranton Road to I-805.
	Black Mountain Road:	Galvin Avenue to Capricorn Way, Capricorn Way to Westview Parkway, Westview Parkway to Babauta Road, 470' North of Mercy Road to 300' before bridge.

	Camino Santa Fe:	450' North of Top Gun Street to Mira Mesa Blvd, Mira Mesa Blvd to Flanders Drive, Flanders Drive to Miratech Drive.
	Mercy Road:	510' East of Kika Court, Kika Court to Branicole Lane, Branicole Lane to Chabola Road, Chabola Road to Black Mountain Road.

III	Medians Hardscaped (Approximately 67,163 Sq Ft)	
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	Black Mountain Road:	150' North of Maya Linda to Carroll Canyon Road, Carroll Canyon Road to Gold Coast Drive, Gold Coast Drive to Miramar College Driveway, Miramar College Driveway to Hillery Drive, Hillery Drive to Mobile Home Park (entrance), Mobile Home Park (entrance) to Mira Mesa Blvd, Mira Mesa Blvd to Gemini Avenue, Babauta Road to Mercy Road.
	Mercy Road:	West of I-15 from Alemania Road 610' West to SOFI Apartment Homes (entrance).
	Camino Ruiz:	Zapata Avenue to Capricorn Way, Lapiz Drive to Hydra Lane, New Salem Street to Mira Mesa Blvd.

V(a)	Zone 1 & 2 Irrigated Rights-of-Way or Adjacent Areas Landscaped with Trees, Shrubs, Groundcover (Approximately 39,101 Sq Ft)	
	Mira Mesa Boulevard:	South side of Mira Mesa Blvd from Westonhill Drive to Marauder Way, Marauder Way to corner of Stanwell Street. North side of Mira Mesa Blvd from Reagan Road to Montongo Street, Montongo Street to Parkdale Avenue.

V(b)	Zone 3 Irrigated Rights-of-Way Landscaped with Trees, Shrubs and Groundcover (Approximately 277,561 Sq Ft)	
	Mercy Road:	South side from Black Mountain Road to Alemania Road.
	Black Mountain Road:	East side from Mercy Road South to Babauta Road, Babauta Road to Westview Parkway, Westview Parkway to Capricorn Way, Capricorn Way to the Pedestrian Bridge. West side across from Babauta Road to Westview Parkway, across from Westview Parkway to Capricorn Way, Capricorn Way to the Pedestrian Bridge.
	Capricorn Way:	(On West side of Black Mountain Road) South side from Black Mountain Road, West to 120' East of Pegasus Avenue. (On West side of Black Mountain Road) North side from Black Mountain Road, West to 100' East of Pegasus Avenue. (On East side of Black Mountain Road) North side from Black Mountain Road, East to 174' passed Summershade Lane. (On East side of Black Mountain Road) South side from Black Mountain Road, East to Featherhill Lane.

V(c)	Zone 1 & 2 Non-Irrigated Rights-of-Way Landscaped with Trees, Shrubs and Groundcover (Approximately 271,560 Sq Ft)	
	Camino Ruiz:	East side of Camino Ruiz, South 130' from Hydra Lane. East side of Camino Ruiz from Hydra Lane to Calle Morelos. East side of Camino Ruiz from Calle Morelos to 97' North. East side of Camino Ruiz from Zapata Avenue to Aquarius Drive. West side of Camino Ruiz from Zapata Avenue to Teresa Drive. West side of Camino Ruiz from Teresa Drive to Calle Morelos. West side of Camino Ruiz from Calle Morelos to Lapiz Drive. West side of Camino Ruiz from Lapiz Drive to Hydra Lane. West side of Camino Ruiz from Hydra Lane 100' South. West side of Camino Ruiz from guard rail South of Jade Coast Drive to 405' North of Miralani Drive. East side of Camino Ruiz from Jade Coast Drive to sidewalk North of Activity Road.

	Reagan Road:	South side of Reagan Road from Camino Ruiz to 100' East of Casa Blanca. West side of Reagan Road from Mira Mesa Blvd to Alava Circle. West side of Reagan Road from Alava Circle to New Salem Street.
	Mira Mesa Boulevard:	North side of Mira Mesa Blvd from Rickert to Grace Chapel (East of Westmore Road). North side of Mira Mesa Blvd from Westmore Road to Greenford Drive, North side of Mira Mesa Blvd West of Parkdale Avenue, South side of Mira Mesa Blvd from Parkdale Avenue East to end of brick wall at Mira Mesa Presbyterian Church (West of Reagan Road).

	Aquarius Avenue:	South side of Aquarius Avenue from Camino Ruiz East to Menkar Road, North side of Aquarius Avenue from Camino Ruiz East to Menkar Road.
	Black Mountain Road:	East and West side of Black Mountain Road from Galvin Avenue to Gemini Avenue.
	Parkdale Avenue:	East side of Parkdale Avenue from Mira mesa Blvd South 100 feet.
	Montongo Street:	West side of Montongo Street from Mira Mesa Blvd to Alcamo Road, West side of Montongo Street from Westmore Road to Tyrolean Road, East side of Montongo Street from 260 feet North of Westmore Road to Tyrolean Road.
	Zapata Avenue:	North side of Zapata Avenue from Camino Ruiz East to Clearspring Road.

VI	Zone 3 Slopes Landscaped with Trees, Shrubs, Groundcover (Approximately 924,771 Sq Ft)	
	Mercy Road:	South side from 190 feet West of Alemania Road to Black Mountain Road.
	Black Mountain Road:	East side from Mercy Road South to Pedestrian Bridge, West side from Westview Parkway South to end of wall.
	Capricorn Way:	South side from Black Mountain Road West to 100 feet East of Pegasus Avenue. East of Black Mountain Road: South side, East to Featherhill Lane
VII	Mira Mesa Branch Library (Approximately 62,245 Sq Ft)	
	Southwest Corner:	Camino Ruiz and New Salem Street: 8405 New Salem Street.

XI(a)	Gutters: Zone 1 and 2 (Center Medians Only) (Approximately 107,668 Ln Ft)	
	Black Mountain Road:	From one center median South of Maya Linda Road (located South of San Diego Fire-Rescue Station 44) to Gemini Avenue. From Galvin Avenue to Babauta Road, from Babauta Road to one median North of Mercy Road.
	Mira Mesa Blvd:	From I-15 to Black Mountain Road, Black Mountain Road to Parkdale Avenue, Parkdale Avenue to Schilling Avenue, Schilling Avenue to Huennekens Street, Huennekens Street to Pacific Heights Blvd, Pacific Heights Blvd to Lusk Blvd (before turf Median). From Scranton Road to Vista Sorrento Parkway.
	Mercy Road:	From I-15 to Black Mountain Road.
	Camino Ruiz:	From Miramar Road to Miralani Drive. From Jade Coast Drive to Aquarius Drive.

	Camino Santa Fe:	From Miramar Road to Miralani Drive. From Jade Coast Drive to Aquarius Drive.
	Westview Parkway:	One median, North of Mira Mesa Blvd.

XI(b)	Gutters – Zone 3 Rights-of-Way (Approximately 27,494 Ln Ft)	
	Mercy Road:	North side from Black Mountain Road to East end of paved median West of I-15. South side from Black Mountain Road to Alemania Road (end of sidewalk West of I-15)
	Black Mountain Road:	East side from Mercy Road North to bridge. East side from Mercy Road South to Pedestrian Bridge. North side from Capricorn Way South to end of wall. West side from Capricorn Way North to Mercy Road.
	Capricorn Way:	Road West to 100 feet East of Pegasus Avenue. (On west side of Black Mountain Road) North side from Black Mountain Road West approximately 200 feet. (On East side of Black Mountain Road) Both North and South sides of Capricorn Way to West end border of Westview Park.

XII	Concrete Brow Ditches – Zone 3 (Approximately 4,005 Ln Ft)	
	Mercy Road:	South side of Mercy Road.

XIV(a)	Other: Zone 1 & 2 Sidewalks and Curbs (Approximately 336,173 Sq Ft)	
	Black Mountain Road:	Both sides of street beginning at the center island immediately South of Maya Linda Road to Gemini Avenue.
	Camino Ruiz:	Both sides of street from Aquarius Drive to Jade Coast Drive. West side of Jade Coast Drive to guardrail (8 feet in width). West side of Miramar Road to end of sidewalk North of Miralani Drive. East side from Miramar Road to end of sidewalk North of Activity Road.
	Camino Santa Fe:	Both sides of street North of Mira Mesa Blvd to Bridge.
	Mira Mesa Blvd:	North side from I-15 Park and Ride driveway to Aderman Avenue. North side from Aderman Avenue 1/2 block West to Huennekens Street. Both sides from Pacific Heights Blvd. Both sides from Scranton Road to Vista Sorrento Parkway. South side from I-15 on-ramp sign to Camino Santa Fe. South side from Camino Santa Fe to 1/2 block West of Huennekens Street.

XIV(b)	Other: Zone 1 & 3 Pedestrian Bridge (Approximately 3,560 Sq Ft)	
	Black Mountain Road:	East side around Pedestrian Bridge to North of Galvin Avenue.

14. SERVICE FREQUENCIES

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

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

(Approximately 427,655 Sq Ft)

SERVICE/TASK NAME	FREQUENCY
Supervisory Inspection	One (1) time a week the supervisor shall inspect all areas under the Contract and submit a written Inspection Sheet. Contractor shall report all major problems to the Technical Representative within twenty-four (24) hours.
Irrigation Inspection	Every other week, Contractor shall thoroughly inspect all systems (including drip) to ensure complete electronic operation and proper distribution of water. Contractor shall complete an irrigation checklist as each system is inspected. The irrigation checklists will be provided and must be submitted to the Technical Representative within five (5) business days.
Litter Removal	One (1) time a week before 12:00 PM to keep all areas litter free and as required for specific situations including but not limited to vandalism, illegal dumping of debris and vehicle accident debris.
Weed Removal	Two (2) times a month, to maintain areas in a weed free condition, including sucker growth.

Edging – Groundcover	Four (4) times a year, February, May, August, and November. To edge curbs, paved areas, around sprinkler heads, and fixtures (e.g. valve boxes, quick couplers, gate valves, walls, lights etc.). The cut must be adjacent and perpendicular to the hard surface and not removed from it. Chemical edging is unacceptable.
Pruning – Trees, Shrubs and Groundcover	Four (4) times a year, February, May, August, and November to shape, train and prevent encroachment into public thoroughfare/sidewalk or into other plant material. Contractor shall prune to correct hazards and to remove all dead, diseased, or damaged limbs and to prevent blockage of irrigation system components and patterns. Contractor shall maintain all shrubs at a height no greater than 36" and groundcover not to exceed 18" in height. Shrubs must maintain their natural appearance. Growth regulators shall not be used.
Fertilization – Complete	Two (2) times a year, in March and September to promote healthy plant growth.
Sweeping – Hardscape	One (1) time a week, all paved areas shall be swept to remove sand, dirt, and debris. Blowers may be used, if operated in a responsible manner.

Category III: Medians Hardscaped

(Approximately 67,163 Sq Ft)

SERVICE/TASK NAME	FREQUENCY
Supervisory Inspection	The supervisor shall inspect this area under the Contract once a week and submit a Weekly Inspection Sheet. Contractor shall report all major problems to the Technical Representative within twenty-four (24) hours of discovery.
Litter Removal	One (1) time a week, before 12:00 PM to keep all areas litter free and as required for specific situations including but not limited to vandalism, illegal dumping of debris and vehicle accident debris.
Weed Removal	Two (2) times a month, to maintain areas in a weed free condition.
Sweeping - Hardscape	Three (3) times a year, in January, May and September, to keep all areas free of sand, dirt, and other debris. All debris must be removed from site. Blowers may be used if operated in a responsible manner. all paved areas shall be swept to remove sand, dirt, and debris. Contractor may use blowers, only if operated in a responsible manner after 7:00 a.m.

Category V(a): Zone 1 & 2 Irrigated Rights-of-Way or Adjacent Areas Landscaped with Trees, Shrubs, Groundcover: (Approximately 39,101 Sq Ft)

SERVICE/TASK NAME	FREQUENCY
Supervisory Inspection	The supervisor shall inspect these areas under the Contract once a week and submit a Weekly Inspection Sheet. Contractor shall report all major problems to the Technical Representative within twenty-four (24) hours of discovery.
Irrigation Inspection	Every other week, Contractor shall thoroughly inspect all systems (including drip) to ensure complete electronic operation and proper distribution of water. Contractor shall complete an irrigation checklist as each system is inspected. The irrigation

	checklists will be provided and must be submitted to the Technical Representative within five (5) business days.
Litter Removal	One (1) time a week, before 12:00 PM to keep all areas litter free and as required for specific situations including but not limited to vandalism, illegal dumping of debris and vehicle accident debris.
Weed Removal	Two (2) times a month, to maintain areas in a weed free condition.
Edging –Groundcover	Four (4) times a year, February, May, August, and November. To edge curbs, paved areas, around sprinkler heads, and fixtures (e.g. valve boxes, quick couplers, gate valves, walls, lights etc.). The cut must be adjacent and perpendicular to the hard surface and not removed from it. Chemical edging is unacceptable.
Pruning – Trees, Shrubs and Groundcover	Four (4) times a year, February, May, August, and November to shape, train and prevent encroachment into public thoroughfare/sidewalk or into other plant material. Contractor shall prune to correct hazards and to remove all dead, diseased, or damaged limbs and to prevent blockage of irrigation system components and patterns. Contractor shall maintain all shrubs at a height no greater than 24" above the curb. Shrubs must maintain their natural appearance. Growth regulators shall not be used.
Fertilization – Complete	Two (2) times per year, March and September to promote healthy plant growth.
Sweeping – Sidewalks	One (1) time a week, to keep all sidewalk areas free of sand, dirt, and other debris. All debris must be removed from the site. Blowers may be used if operated in a responsible manner.

Category V(b): Zone 3 Irrigated Rights-of-Way, Landscaped with Trees, Shrubs, and Groundcover. (Approximately 277,561 Sq Ft)

SERVICE/TASK NAME	FREQUENCY
Supervisory Inspection	The supervisor shall inspect these areas under the Contract once a week and submit a Weekly
	Inspection Sheet. Contractor shall report all major problems to the Technical Representative within twenty-four (24) hours.
Irrigation Inspection	Two (2) times a month, Contractor shall thoroughly inspect all systems (including drip) to ensure complete electronic operation and proper distribution of water. Contractor shall complete an irrigation checklist as each system is inspected. The irrigation checklists will be provided and must be submitted to the Technical Representative within five (5) business days.
Litter Removal	One (1) time a week before 12:00 PM to keep all areas litter free and as required for specific situations including but not limited to vandalism, illegal dumping of debris and vehicle accident debris.
Weed Removal	Two (2) times a month, to maintain areas in a weed free condition.
Edging - Groundcover	Four (4) times a year, February, May, August, and November. To edge curbs, paved areas, around sprinkler heads, and fixtures (e.g. valve boxes, quick couplers, gate valves, walls, lights etc.). The cut must be adjacent and perpendicular to the hard surface and not removed from it. Chemical edging is unacceptable.

Pruning – Trees, Shrubs and Groundcover	Four (4) times a year, February, May, August, and November, prune trees, shrubs, and groundcover to prevent encroachment into public thoroughfare/sidewalk or into other plant material and to ensure clear visibility of all street signs and traffic signals. All sucker growth is to be removed as it appears. Prune to correct hazards and to remove all dead, diseased, or damaged limbs. All shrubs are to be maintained at a height that does not obstruct visibility. Shrubs must maintain their natural shape and appearance.
Fertilization – Trees, Shrubs and Groundcover	Two (2) times a year, in March and September to promote healthy plant growth.
Sweeping – Sidewalk	One (1) time a week, to keep all sidewalk areas free of sand, dirt, and other debris. All debris must be removed from the site. Contractor may use blowers, if operated in a responsible manner after 7:00 a.m.

Category V(c): Zone 1 & 2 Non-Irrigated Rights-of-Way Landscaped with Trees, Shrubs, and Groundcover.

(Approximately 271,560 Sq Ft)

SERVICE/TASK NAME	FREQUENCY
Supervisory Inspection	The supervisor shall inspect these areas under the Contract once a week and submit a Weekly Inspection Sheet. Contractor shall report all major problems to the Technical Representative within twenty-four (24) hours.
Litter Removal	One (1) time per week before 12:00 PM to keep all areas litter free and as required for specific situations including but not limited to vandalism, illegal dumping of debris and vehicle accident debris.
Weed Removal	Once a month, to maintain areas in a weed free condition.

Edging – Groundcover	Four (4) times a year, February, May, August, and November. To edge curbs, paved areas, around sprinkler heads, and fixtures (e.g. valve boxes, quick couplers, gate valves, walls, lights etc.). The cut must be adjacent and perpendicular to the hard surface and not removed from it. Chemical edging is unacceptable.
Pruning – Trees, Shrubs and Groundcover	Four (4) times a year, February, May, August, and November, prune trees, shrubs, and groundcover to prevent encroachment into public thoroughfare/sidewalk or into other plant material and to ensure clear visibility of all street signs and traffic signals. All sucker growth is to be removed as it appears. Prune to correct hazards and to remove all dead, diseased, or damaged limbs. All shrubs are to be maintained at a height that does not obstruct visibility. Shrubs must maintain their natural shape and appearance.
Sweeping Sidewalks	Two (2) times a month. All paved areas shall be swept to remove sand, dirt, and debris. Contractor may use blowers, if operated in a responsible manner after 7:00 a.m.
Empty Trash Receptacle (1) and replace trash liners	Two (2) times a week, on Monday and Friday, to empty two trash receptacles located on Montongo Street. The Contractor will provide plastic trash can liners.

Category VI: Zone 3 Slopes Landscaped with Trees, Shrubs, Groundcover

(Approximately 924,771 Sq Ft)

SERVICE/TASK NAME	FREQUENCY
Supervisory Inspection	The supervisor shall inspect these areas under the Contract once a week and submit a Weekly Inspection Sheet. Contractor shall report all major problems to the Technical Representative within twenty-four (24) hours.

Irrigation Inspection	Two (2) times a month, Contractor shall thoroughly inspect all systems (including drip) to ensure complete electronic operation and proper distribution of water. Contractor shall complete an irrigation checklist as each system is inspected. The irrigation checklists will be provided and must be submitted to the Technical Representative within five (5) business days.
Litter Removal	One (1) time per week before 12:00 PM to keep all areas litter free and as required for specific situations including but not limited to vandalism, illegal dumping of debris and vehicle accident debris.
Weed Removal	Two (2) times a month, to maintain areas in a weed free condition.
Edging – Groundcover	Four (4) times a year, February, May, August, and November. To edge curbs, paved areas, around sprinkler heads, and fixtures (e.g. valve boxes, quick couplers, gate valves, walls, lights etc.). The cut must be adjacent and perpendicular to the hard

	surface and not removed from it. Chemical edging is unacceptable.
Pruning – Trees, Shrubs and Groundcover	Four (4) times a year, February, May, August, and November, prune trees, shrubs, and groundcover to prevent encroachment into public thoroughfare/sidewalk or into other plant material and to ensure clear visibility of all street signs and traffic signals. All sucker growth is to be removed as it appears. Prune to correct hazards and to remove all dead, diseased, or damaged limbs. All shrubs are to be maintained at a height that does not obstruct visibility. Shrubs must maintain their natural shape and appearance.
Fertilization – Trees, Shrubs and Groundcover	Two (2) times a year, in March and September to promote healthy plant growth.

Category VII: Mira Mesa Branch Library

(Approximately 62,245 Sq Ft)

Supervisory Inspection	The supervisor shall inspect these areas under the Contract once a week and submit a Weekly Inspection Sheet. Contractor shall report all major problems to the Technical Representative within twenty-four (24) hours.
Irrigation Inspection	Every other week, Contractor shall thoroughly inspect all systems (including drip) to ensure complete electronic operation and proper distribution of water. Contractor shall complete an irrigation checklist as each system is inspected. The irrigation checklists will be provided and must be submitted to the Technical Representative within five (5) business days.
Litter Removal	One (1) time per week, before 12:00 PM, to keep all areas litter free and as required for specific situations including but not limited to vandalism, illegal dumping of debris and vehicle accident debris.

Weed Removal	One (1) time a week, to maintain areas in a weed free condition
Mowing	One (1) time a week, to maintain a smooth, even appearance. Raking or sweeping to remove mower clippings must be done every mowing. Sidewalks will be swept in conjunction with mowing. Blowers may be used, if operated in a reasonable manner.
Edging - Turf	One (1) time a week, to edge curbs, paved areas, around sprinkler heads, and fixtures (e.g. valve boxes, quick couplers, gate valves, walls, lights etc.). The cut must be adjacent and perpendicular to the hard surface and not removed from it. Chemical edging is unacceptable.

Edging - Shrubs and Groundcover	One (1) time a month, to trim plant material encroaching on sidewalks and curbs, paved areas, around sprinkler heads, and fixtures (e.g. valve boxes, quick couplers, gate valves, walls, lights etc.). The cut must be adjacent and perpendicular to the hard surface and not removed from it. Chemical edging is unacceptable.
Pruning – Trees, Shrubs and Groundcover	Four (4) times a year, February, May, August, and November, prune trees, shrubs, and groundcover to prevent encroachment into public thoroughfare/sidewalk or into other plant material and to ensure clear visibility of all street signs and traffic signals. All sucker growth is to be removed as it appears. Prune to correct hazards and to remove all dead, diseased, or damaged limbs. All shrubs are to be maintained at a height that does not obstruct visibility. Shrubs must maintain their natural shape and appearance.
Fertilization - Trees, Shrubs and Groundcover	Two (2) times a year, in March and September to promote healthy plant growth.
Fertilization - Turf	Three (3) times a year, in March, June and September, to promote healthy turf growth.
Renovation - Turf	One (1) time a year, in June, to ensure turf health. Renovation will be accomplished in conjunction with fertilization.
Aerification	Two (2) times a year, in March and September, to promote healthy plant growth. Aerification will be accomplished prior to fertilization.
Over Seeding - Turf	One (1) time a year, in the Fall, using 10 pounds of Perennial Rye Grass seed.
Sweeping – Concrete Areas (Courtyard)	Two (2) times a week, on Monday and Friday, by 8:30 AM, to keep concrete areas free of sand, dirt, leaves and other debris. All debris must be removed from the site. Blowers may be used if operated in a responsible manner.
Sweeping – Parking Lot	One (1) time a month, to keep areas free of sand, dirt, leaves and other debris. All debris must be removed from the site. Contractor may use blowers, if operated in a responsible manner after 7:00 a.m.

Category XI(a): Gutters: Zone 1 and 2 (Center Medians Only)

(Approximately 107,668 Ln Ft)

SERVICE/TASK NAME	FREQUENCY
Supervisory Inspection	The supervisor shall inspect these areas under the Contract once a week and submit a Weekly Inspection Sheet. Contractor shall report all major problems to the Technical Representative within twenty-four (24) hours.
Litter Removal	Two (2) times a month, to keep all areas litter free.
Weed Removal	Two (2) times a month, to maintain all areas in a weed free condition.
Sweeping – Gutters	Two (2) times a month, to keep gutters free of dirt, sand, leaves and other debris. Contractor may use blowers if operated in a responsible manner after 7:00 a.m.

Category XI(b): Gutters – Zone 3 Rights-of-Way

(Approximately 27,494 Ln Ft)

SERVICE/TASK NAME	FREQUENCY
Supervisory Inspection	The supervisor shall inspect these areas under the Contract once a week and submit a Weekly Inspection Sheet. Contractor shall report all major problems to the Technical Representative within twenty-four (24) hours.
Litter Removal	One (1) time a week, to keep all areas litter free.
Weed Removal	Two (2) times a month, to maintain all areas in a weed free condition.
Sweeping – Gutters	Two (2) times a month, to keep gutters free of dirt, sand, leaves and other debris. Contractor may use blowers may be used if operated in a responsible manner after 7:00 a.m.

Category XII: Concrete Brow Ditches - Zone 3

(Approximately 4,005 Ln Ft)

SERVICE/TASK NAME	FREQUENCY
Supervisory Inspection	One (1) time a week the supervisor shall inspect all areas under the contract and submit a written punch list of all deficiencies. Contractor shall report all major problems to the Technical Representative within twenty-four (24) hours.
Brow Ditch Maintenance	Four (4) times a year, in March, June, September and December, to prune plant material growing into or over brow ditches and remove accumulated debris.

Category XIV(a): Other: Zone 1 & 2 Sidewalks and Curbs

(Approximately 336,173 Sq Ft)

SERVICE/TASK NAME	FREQUENCY
Supervisory Inspection	One (1) time a week the non-working supervisor shall inspect all areas under the contract and
	submit a written punch list of all deficiencies. Contractor shall report all major problems to the Technical Representative within twenty-four (24) hours.
Litter Removal	One (1) time a month, to keep all areas litter free.
Weed Removal	Two (2) times a month, to maintain all areas in a weed free condition.
Sweeping - Gutters	Two (2) times a month, to keep gutters free of dirt, sand, leaves and other debris.

Category XIV(b): Other: Zone 1 & 3 Pedestrian Bridge

(Approximately 3,560 Sq Ft)

SERVICE/TASK NAME	FREQUENCY
Supervisory Inspection	One (1) time a week the non-working supervisor shall inspect all areas under the contract and submit a written punch list of all deficiencies. Contractor shall report all major problems to the Technical Representative within twenty-four (24) hours.
Visual Inspection	Daily visual safety inspection by onsite crew of the Pedestrian Bridge and surrounding area.
Irrigation Inspection	Two (2) times a month, Contractor shall thoroughly inspect all systems (including drip) to ensure complete electronic operation and proper distribution of water. Contractor shall complete an irrigation checklist as each system is inspected. The irrigation checklists will be provided and must be submitted to the Technical Representative within five (5) business days.
Litter Removal	Two (2) times a week, Monday and Friday before 12:00 PM to keep all areas litter free and as required for specific situations including but not limited to vandalism, illegal dumping of debris and vehicle accident debris.
Weed Removal	Two (2) times a month, to maintain areas in a weed free condition.
Pruning – Trees, Shrubs and Groundcover	Four (4) times a year, February, May, August, and November, prune trees, shrubs, and groundcover to prevent encroachment into public thoroughfare/sidewalk or into other plant material and to ensure clear visibility of all street signs and traffic signals. All sucker growth is to be removed as it appears. Prune to correct hazards and to remove all dead, diseased, or damaged limbs. All shrubs are to be maintained at a height that does not obstruct visibility. Shrubs must maintain their natural shape and appearance.

Fertilization – Trees, Shrubs and Groundcover	Two (2) times a year, in March and September to promote healthy plant growth.
Sweeping – Sidewalks and Hardscapes	One (1) time a week, to keep all sidewalk areas free of sand, dirt, and other debris. All debris must be removed from the site. Blowers may be used if operated in a responsible manner.

15. PRICING SCHEDULE

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

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

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

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

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

Pricing Schedule Template

PRICING SCHEDULE 0
PROPOSER NAME AZTEC LANDSCAPING, INC.
AUTO CALC SUMMARY PRICING Mira Mesa MAD

Section	Category	Description	Estimated Total Price Per Year	Estimated Total Hours Per Year	Estimated Total Price Per Month	Infrequent Tasks Estimated Total Price Per Year
A	Category II	Medians Landscaped with Trees, Shrubs, Groundcover (Approximately 427,655 Sq Ft)	\$ 177,323.50	3,878.00	\$ 10,243.67	\$ 54,399.50
A	Category III	Medians Hardscaped (Approximately 67,163 Sq Ft)	\$ 6,955.00	150.00	\$ 408.58	\$ 2,052.00
A	Category V(a)	Zone 1 & 2 Irrigated Rights-of-Way or Adjacent Areas Landscaped with Trees, Shrubs, Groundcover (Approximately 39,101 Sq Ft)	\$ 10,660.50	225.00	\$ 684.98	\$ 2,440.75
A	Category V(b)	Zone 3 Irrigated Rights-of-Way Landscaped with Trees, Shrubs and Groundcover (Approximately 277,561 Sq Ft)	\$ 30,221.50	609.00	\$ 1,601.25	\$ 11,006.50
A	Category V(c)	Zone 1 & 2 Non-Irrigated Rights-of-Way Landscaped with Trees, Shrubs and Groundcover (Approximately 271,560 Sq Ft)	\$ 18,814.18	409.32	\$ 1,131.35	\$ 5,238.00
A	Category VI	Zone 3 Slopes Landscaped with Trees, Shrubs, Groundcover (Approximately 924,771 Sq Ft)	\$ 177,002.50	3,682.00	\$ 7,853.50	\$ 82,760.50
A	Category VII	Mira Mesa Branch Library (Approximately 62,245 Sq Ft)	\$ 12,618.56	280.75	\$ 980.67	\$ 850.56
A	Category XI(a)	Zone 1 and 2 Gutters (Center Medians Only) - Approximately 107,668 Ln Ft	\$ 30,783.00	711.00	\$ 2,565.25	\$ -
A	Category XI(b)	Gutters - Zone 3 Rights-of-Way - Approximately 27,494 Ln.ft.	\$ 6,535.75	143.00	\$ 544.65	\$ -
A	Category XII	Concrete Brow Ditches - Zone 3 - Approximately 4,005 Linear Ft.	\$ 5,037.00	103.00	\$ 191.75	\$ 2,736.00
A	Category XIV(a)	Other: Zone 1 & 2 Sidewalks and Curbs - Approximately 336,173 Sq Ft	\$ 20,702.00	460.00	\$ 1,725.17	\$ -
A	Category XIV(b)	Other: Zone 1 & 3 Pedestrian Bridge - Approximately 3,560 Sq Ft	\$ 6,406.55	142.18	\$ 517.28	\$ 199.22
A	Routine Service	All Scheduled Tasks including Infrequent Tasks.	Section A Totals: \$ 503,060.04	10,793.25	\$ 28,448.08	\$ 161,683.03

Section	Description	Estimated Total Price Per Year	Estimated Total Hours Per Year
B	Extraordinary Labor The cost of two thousand (2,000) hours [Provided by the City] will be added to the bid price to determine the overall lowest bid.	Section B Totals: \$ 84,000.00	2,000

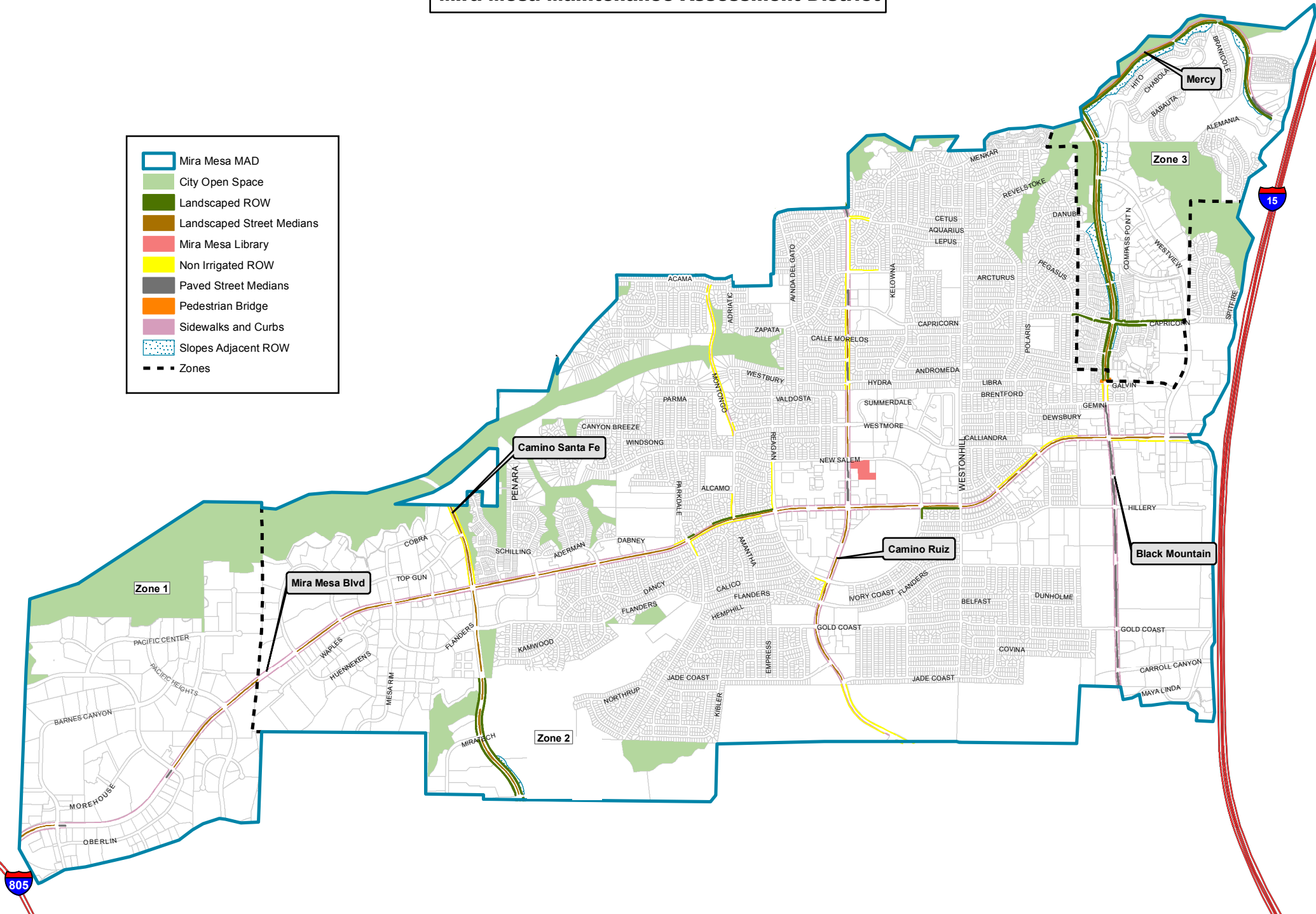
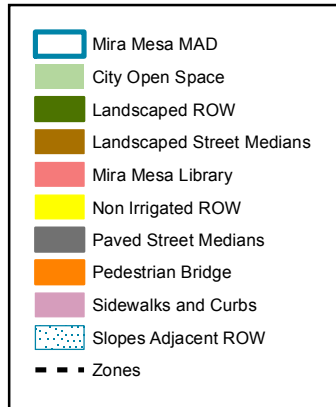
Section A and B Total: \$ 587,060.04

Section	Description	Estimated Total Price Per Year
C	Materials for Extraordinary Labor The cost of ten thousand (\$10,000) dollars [Provided by the City] will be added to the bid price to determine the overall lowest bid.	Section C Total: \$ 10,000.00

Section A, B, and C Total: \$ 597,060.04

A, B, C	Grand Total	Estimated Contract Value, One (1) Year Term:	Total Proposal (One Year) \$ 597,060.04
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Mira Mesa Maintenance Assessment District





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

ARTICLE I SCOPE AND TERM OF CONTRACT

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

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

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

ARTICLE II CONTRACT ADMINISTRATOR

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

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

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

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

ARTICLE III COMPENSATION

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

3.2 Invoices.

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

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

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

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

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

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

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

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

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

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

ARTICLE IV SUSPENSION AND TERMINATION

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

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

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

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

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

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

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

4.5 Contractor's Right to Payment Following Contract Termination.

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

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

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

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

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

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

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

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

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

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

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

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

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

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

ARTICLE VII INDEMNIFICATION AND INSURANCE

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

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

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

Contractor shall provide, at a minimum, the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII BONDS

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

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

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

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

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

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

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

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

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

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

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

9.1.3 Non-Discrimination Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

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

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

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

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

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

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

ARTICLE XI DISPUTE RESOLUTION

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

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

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

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

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

ARTICLE XII MANDATORY ASSISTANCE

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

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

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

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

ARTICLE XIII MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT D

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



RFP

JUNE 3, 2026

CITY OF SAN
DIEGO
RFP
#10090504-26-G

Landscape Maintenance
within Mira Mesa
Maintenance Assessment
District (MAD)

—
2026



AZTEC LANDSCAPING, INC.

7980 Lemon Grove Way
Lemon Grove, CA 91945



P : 619.464.3303

E : rafael@azteclandscaping.com



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City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

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

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

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

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

A. BID/PROPOSAL/SOLICITATION TITLE:

LANDSCAPE MAINTENANCE WITHIN MIRA MESA MAD

RFP 10090504-26-G

B. BIDDER/PROPOSER INFORMATION:

AZTEC LANDSCAPING, INC.

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

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

* The precise nature of the interest includes:

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

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

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

RAFAEL AGUILAR	CEO
Name	Title/Position
SAN DIEGO, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
EXECUTIVE OVERSIGHT AND OPERATIONAL OVERSIGHT	
Interest in the transaction	
GENARO GARCIA	CFO
Name	Title/Position
SAN DIEGO, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
FINANCIALS	
Interest in the transaction	
SUSANA MICHEL	VICE PRESIDENT
Name	Title/Position
CHULA VISTA, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
EXECUTIVE OVERSIGHT	
Interest in the transaction	
ALEJANDRA MARTINEZ	ACCOUNTS PAYABLE
Name	Title/Position
EL CAJON, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
ACCOUNTS PAYABLE	
Interest in the transaction	
ELEAZAR BELTRAN	HUMAN RESOURCES
Name	Title/Position
SAN DIEGO, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
HUMAN RESOURCES	
Interest in the transaction	
JESSICA ANDERSON	CONTRACT COORDINATOR
Name	Title/Position
SAN DIEGO, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
PREPARING AND SUBMITTING BIDS AND OTHER CONTRACT RELATED DOCUMENTS	
Interest in the transaction	

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

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 ten (5) years, has your firm changed its name?

☐ Yes ☒ No

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

2. Is your firm a non-profit?

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

D. BUSINESS ORGANIZATION/STRUCTURE:

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

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

List corporation's current officers: President: RAFAEL A. AGUILAR
Vice Pres: GENARO GARCIA
Secretary: ROBERTO N. AGUILAR
Treasurer: _____

Type of corporation: C ☐ Subchapter S ☒

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

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

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

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

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

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

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

Please list the following:

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

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

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

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

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

List names of all firm partners:

☐ **Sole Proprietorship** Date started: _____

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

☐ **Joint Venture** Date formed: _____

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

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

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

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

☐ **Yes** ☒ **No**

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

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

☐ **Yes** ☒ **No**

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

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

☐ **Yes** ☒ **No**

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

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

☐ **Yes** ☒ **No**

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

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

☐ **Yes** ☒ **No**

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

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

☐ **Yes** ☒ **No**

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

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

Name of Bank: WELLS FARGO BANK

Point of Contact: TATIANNA GRISMORE

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

Phone Number: (760) 432-5343

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

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

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

Business Tax Certificate No.: B1981004304 Year Issued: 2026

F. PERFORMANCE HISTORY:

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

7. Performance References:

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

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

Company Name: CITY OF CHULA VISTA

Contact Name and Phone Number: ISIDORO HERNANDEZ, 619-954-9092

Contact Email: ISIDOROH@CHULAVISTA.GOV

Address: 1800 MAXWELL RD, CHULA VISTA, CA 92101

Contract Date: 2019-CURRENT

Contract Amount: 9 MILLION PER YEAR

Requirements of Contract: LANDSCAPE MAINTENANCE

Company Name: SAN DIEGO COUNTY REGIONAL AIRPORT

Contact Name and Phone Number: JAMES BERRY, 619-400-2733

Contact Email: JBERRY@SAN.ORG

Address: PO BOX 82776, SAN DIEGO, CA 92138

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

Contract Amount: \$3,253,681.59 INCLUDING UPGRADES \$2,255,765.59

Requirements of Contract: LANDSCAPE MAINTENANCE

Company Name: COUNTY OF SAN DIEGO

Contact Name and Phone Number: MATTHEW SCHMID, 619-346-3785

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

Address: 5560 OVERLAND AVE, SAN DIEGO, CA 92123

Contract Date: 2021-CURRENT (RE-AWARDED)

Contract Amount: 2024: \$697,893.69, 2025: \$731,835.04

Requirements of Contract: LANDSCAPE MAINTENANCE

G. COMPLIANCE:

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

H. BUSINESS INTEGRITY:

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

☐ **Yes** ☒ **No**

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

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

☐ **Yes** ☒ **No**

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

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

☐ **Yes** ☒ **No**

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

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

☐ **Yes** ☒ **No**

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

I. BUSINESS REPRESENTATION:

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

☐ **Yes** ☒ **No**

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

☐ **Yes** ☒ **No**

Certification # _____

3. Are you certified as any of the following:

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

J. WAGE COMPLIANCE:

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

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

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

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

Company Name: CALIFORNIA TREE SERVICE, INC.

Address: PO BOX 2019 SAN MARCOS, CA 92079-2019

Contact Name: STEVE JOVANIC Phone: (760) 510-8100 Email: SJOVANIC@CALTREESERVICE.COM

Contractor License No.: 696749 DIR Registration No.: 1000009174

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

Scope of work subcontractor will perform: AS NEEDED TREE WORK

Identify whether company is a subcontractor or supplier: SUBCONTRACTOR

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

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

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

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

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

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

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

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

L. STATEMENT OF AVAILABLE EQUIPMENT:

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

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

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

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

- ☒ Initial submission of *Contractor Standards Pledge of Compliance*
- ☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- ☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- ☐ Update of prior *Contractor Standards Pledge of Compliance* dated _____.

Complete all questions and sign below.

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

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

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

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

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

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

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

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

RAFAEL AGUILAR, CEO

Name and Title

Rafael Aguilar

Signature

5/29/2026

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.

RAFAEL AGUILAR, CEO

Print Name, Title

Rafael Aguilar

Signature

5/29/2026

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: AZTEC LANDSCAPING, INC.

Certified By RAFAEL AGUILAR Title CEO

Name

Rafael Aguilar

Signature

Date 5/29/2026

EQUAL OPPORTUNITY CONTRACTING (EOC)

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

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

BB. WORK FORCE REPORT

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

NO OTHER FORMS WILL BE ACCEPTED

CONTRACTOR IDENTIFICATION

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

Name of Company: AZTEC LANDSCAPING, INC.

ADA/DBA: _____

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

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

Telephone Number: 619.464.3303 Fax Number: 619.460.1106

Name of Company CEO: RAFAEL AGUILAR

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

Address: _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____ Email: _____

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

The Company has appointed: ELEAZAR BELTRAN

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

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

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

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

Check the box above that applies to this WFR.

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

I, the undersigned representative of AZTEC LANDSCAPING, INC.

(Firm Name)

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

herein is true and correct. This document was executed on this 30 day of DECEMBER, 2025

Rafael Aguilar
(Authorized Signature)

RAFAEL AGUILAR
(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2NAME OF FIRM: AZTEC LANDSCAPING, INC.DATE: 5/29/2026OFFICE(S) or BRANCH(ES): 7980 LEMON GROVE WAY, LEMON GROVE, CA 91945 COUNTY: SAN DIEGO

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

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

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

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

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

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

Grand Total All Employees	445
---------------------------	-----

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3NAME OF FIRM: AZTEC LANDSCAPING, INC.DATE: 5/29/2026OFFICE(S) or BRANCH(ES): 7980 LEMON GROVE WAY, LEMON GROVE, CA 91945COUNTY: SAN DIEGO

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

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

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

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

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

Grand Total All Employees	0
----------------------------------	----------

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

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

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

COMPANY INFORMATION

Company Name: AZTEC LANDSCAPING, INC.

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

Company Contact Name: ELEAZAR BELTRAN

Contact Phone: 619.464.3303

CONTRACT INFORMATION

Contract Number (if no number, state location): RFP 10090504-26-G

Start Date: TBD

Contract Title or description: LANDSCAPE MAINTENANCE WITHIN MIRA MESA MAD

End Date: TBD

Purpose/Service Provided: LANDSCAPE MAINTENANCE

TERMS OF COMPLIANCE

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

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

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

CONTRACTOR CERTIFICATION

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

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

RAFAEL AGUILAR

CEO

Name of Signatory

Title of Signatory

Rafael Aguilar

Signature

5/29/2026

Date

FOR OFFICIAL CITY USE ONLY

Date of Receipt:

LWO Analyst:

Contract Number:

Report Title:

Historical Registration Dates List

Run Date and Time:

2025-06-11 09:59:06 Pacific Daylight Time

Run by:

Erika Sanchez

Table name:

x_cdoi2_csm_portal_his_reg_dates

Query Condition:

Contractor Customer Account is AZTEC LANDSCAPING, INC.

Sort Order:

None

Value of property 'glide.pdf.max_rows' must be less or equal than 5,000. Default max row number applied (1,000)

9 Historical Registration Dates

Contractor	Registration Start Date	Registration End Date	Registration Status	Transaction
1000007145 - AZTEC LANDSCAPING, INC.	2025-07-01	2028-06-30	Future	TRANSACT0022151
1000007145 - AZTEC LANDSCAPING, INC.	2022-07-01	2025-06-30	Active	
1000007145 - AZTEC LANDSCAPING, INC.	2017-05-09	2018-06-30	Expired	
1000007145 - AZTEC LANDSCAPING, INC.	2016-05-23	2017-06-30	Expired	
1000007145 - AZTEC LANDSCAPING, INC.	2015-06-02	2016-06-30	Expired	
1000007145 - AZTEC LANDSCAPING, INC.	2018-06-06	2019-06-30	Expired	
1000007145 - AZTEC LANDSCAPING, INC.	2019-07-01	2020-06-30	Expired	
1000007145 - AZTEC LANDSCAPING, INC.	2015-01-30	2015-06-30	Expired	
1000007145 - AZTEC LANDSCAPING, INC.	2020-07-01	2022-06-30	Expired	



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **642504**

Entity **CORP**

Business Name **AZTEC LANDSCAPING INC**

Classification(s) **B C27 C61/D49 C61/D38**

Expiration Date **04/30/2028**

www.cslb.ca.gov





DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM



QAC

QUALIFIED APPLICATOR CERTIFICATE

CERTIFICATE #:92975

EXPIRES: 12/31/2027

Categories: B

Issued: 1/1/2026

JAIME ROCHA
4171 FRANKLIN AVE
SAN DIEGO, CA 92113



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

This person is qualified to apply or supervise the application of pesticides pursuant to
Division 7, Chapter 3.6 of the Food and Agricultural Code in the categories indicated
on the face of this card.

This Certificate does not authorize any person to engage for hire in the business of pest
control. A DPR Maintenance Gardener Pest Control Business License must be acquired
to engage in pest control incidental to a Maintenance Gardener Business in Category Q.

SIGNATURE

Certificate Categories

- | | |
|---|-------------------------------|
| A. Residential, Industrial, and Institutional | H. Seed Treatment |
| B. Landscape Maintenance | I. Animal Agriculture |
| C. Right-of-Way | J. Demonstration and Research |
| D. Plant Agriculture | K. Health Related |
| E. Forest | L. Soil Fumigation |
| F. Aquatic | M. Non-Soil Fumigation |
| G. Regulatory | Q. Maintenance Gardener |



CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION

1001 I STREET
SACRAMENTO, CALIFORNIA 95814

ISSUED: February 18, 2025
EXPIRES: December 31, 2026

Pest Control Business - Main LICENSE

LICENSE NO. 30311

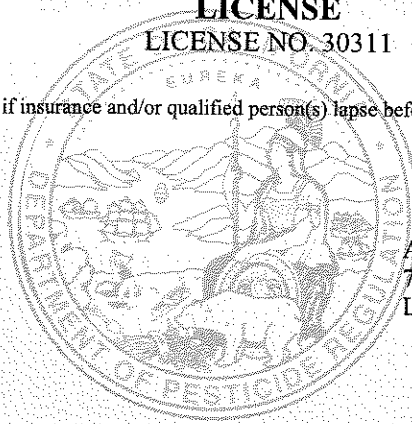
Invalid if insurance and/or qualified person(s) lapse before expiration date.

Mailing Address:

AZTEC LANDSCAPE COMPANY
7980 LEMON GROVE WY
LEMON GROVE, CA 91945

Business Location

AZTEC LANDSCAPE COMPANY
7980 LEMON GROVE WAY
LEMON GROVE, CA 92045



POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW
THIS LICENSE IS NOT TRANSFERABLE - ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE

1. Please make sure the information on your license is correct.
2. Notify us immediately of any changes to your business (e.g., name, address, insurance carrier or qualified person).
3. If you lose your license, then you may request a new one for a \$20 fee.
4. Please refer to the license number located in the middle of the page when contacting us.
5. For more information, please contact us at (916) 445-4038 or at <licenseemail@cdpr.ca.gov>. Or you may write to

Department of Pesticide Regulation
Licensing and Certification Program
P.O. Box 4015
Sacramento, California 95812-4015



Public Utilities Department

Date: 7/14/2022

Mauricio Lopez

Thank you for attending the Recycled Water Site Supervisor Certification Webinar on July 14, 2022.

Below is your Recycled Water Site Supervisor card. Please cut out the card, fold it from the middle and keep it in your wallet.



Thank you

Farzin Aram

SAFETY DATA SHEET



RANGER PRO® HERBICIDE

Version 1.0 / USA
102000037601

1/11
Revision Date: 08/06/2020
Print Date: 08/17/2020

SECTION 1: IDENTIFICATION OF THE SUBSTANCE/MIXTURE AND OF THE COMPANY/UNDERTAKING

Product identifier

Trade name	RANGER PRO® HERBICIDE
Product code (UVP)	86775093
SDS Number	102000037601
EPA Registration No.	524-517

Relevant identified uses of the substance or mixture and uses advised against

Identified uses	Herbicide
Restrictions on use	See product label for restrictions.
Information on supplier	
Supplier	Bayer Environmental Science A division of Bayer CropScience LP 500 Centregreen Way, Suite 400 Cary, NC 27513 USA
Responsible Department	Email: SDSINFO.BCS-NA@bayer.com
Emergency telephone no.	
Emergency Telephone Number (24hr/ 7 days)	1-800-334-7577
Product Information Telephone Number	1-800-331-2867

SECTION 2: HAZARDS IDENTIFICATION

Classification in accordance with regulation HCS 29CFR §1910.1200

Acute toxicity(Inhalation): Category 4

Labelling in accordance with regulation HCS 29CFR §1910.1200



Signal word: Warning

Hazard statements

Harmful if inhaled.

SAFETY DATA SHEET



RANGER PRO® HERBICIDE

Version 1.0 / USA
102000037601

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Revision Date: 08/06/2020
Print Date: 08/17/2020

Precautionary statements

Avoid breathing mist/ vapours/ spray.
Use only outdoors or in a well-ventilated area.
IF INHALED: Remove person to fresh air and keep comfortable for breathing.
Call a POISON CENTER/doctor/physician if you feel unwell.

Hazards Not Otherwise Classified (HNOC)

No physical hazards not otherwise classified.
No health hazards not otherwise classified.

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

Hazardous Component Name	CAS-No.	Concentration % by weight
Isopropylamine salt of glyphosate	38641-94-0	41.0
Surfactant blend (proprietary)		>=5.0 – <=10.0

The specific chemical identity and/or concentration range is being withheld because it is trade secret information.

SECTION 4: FIRST AID MEASURES

Description of first aid measures

General advice	When possible, have the product container or label with you when calling a poison control center or doctor or going for treatment.
Inhalation	Move to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth if possible. Call a physician or poison control center immediately.
Skin contact	Wash off immediately with plenty of water for at least 15 minutes. Take off contaminated clothing and shoes immediately. Call a physician or poison control center immediately.
Eye contact	Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a physician or poison control center immediately.
Ingestion	Call a physician or poison control center immediately. Rinse out mouth and give water in small sips to drink. DO NOT induce vomiting unless directed to do so by a physician or poison control center. Never give anything by mouth to an unconscious person. Do not leave victim unattended.

Most important symptoms and effects, both acute and delayed

Symptoms To date no symptoms are known.

Indication of any immediate medical attention and special treatment needed

Risks This product is not a cholinesterase inhibitor.

SAFETY DATA SHEET



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Treatment	Treatment with atropine and oximes is not indicated. Appropriate supportive and symptomatic treatment as indicated by the patient's condition is recommended.
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SECTION 5: FIREFIGHTING MEASURES

Extinguishing media

Suitable	Use water spray, alcohol-resistant foam, dry chemical or carbon dioxide.
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Unsuitable	High volume water jet
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Special hazards arising from the substance or mixture	In the event of fire the following may be released: Carbon monoxide (CO), Carbon dioxide (CO ₂), Nitrogen oxides (NO _x), Oxides of phosphorus
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Advice for firefighters

Special protective equipment for firefighters	In the event of fire and/or explosion do not breathe fumes. Firefighters should wear NIOSH approved self-contained breathing apparatus and full protective clothing. Equipment should be thoroughly decontaminated after use.
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Further information	Keep out of smoke. Fight fire from upwind position. Cool closed containers exposed to fire with water spray. Do not allow run-off from fire fighting to enter drains or water courses.
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Flash point	does not flash
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Auto-ignition temperature	No data available
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Lower explosion limit	Not applicable
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Upper explosion limit	Not applicable
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Explosivity	Not explosive
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SECTION 6: ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures

Precautions	Use personal protective equipment. Keep unauthorized people away. Avoid contact with spilled product or contaminated surfaces.
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Methods and materials for containment and cleaning up

Methods for cleaning up	Soak up with inert absorbent material (e.g. sand, silica gel, acid binder, universal binder, sawdust). Collect and transfer the product into a properly labelled and tightly closed container. Keep in suitable, closed containers for disposal. Clean contaminated floors and objects thoroughly, observing environmental regulations.
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SAFETY DATA SHEET



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Print Date: 08/17/2020

Additional advice	Use personal protective equipment. If the product is accidentally spilled, do not allow to enter soil, waterways or waste water canal. Do not allow product to contact non-target plants.
Reference to other sections	Information regarding safe handling, see section 7. Information regarding personal protective equipment, see section 8. Information regarding waste disposal, see section 13.

SECTION 7: HANDLING AND STORAGE

Precautions for safe handling

Advice on safe handling Avoid contact with skin, eyes and clothing. Ensure adequate ventilation.

Hygiene measures Wash hands thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco, using the toilet or applying cosmetics.
Remove Personal Protective Equipment (PPE) immediately after handling this product. Remove soiled clothing immediately and clean thoroughly before using again. Wash thoroughly and put on clean clothing. Keep working clothes separately. Garments that cannot be cleaned must be destroyed (burnt).

Conditions for safe storage, including any incompatibilities

Requirements for storage areas and containers Store in original container. Store in a cool, dry place and in such a manner as to prevent cross contamination with other crop protection products, fertilizers, food, and feed. Store in a place accessible by authorized persons only. Reacts with galvanised steel or unlined mild steel to produce hydrogen, a highly flammable gas that could explode. Protect from freezing. Partial crystallization may occur on prolonged storage below the minimum storage temperature. Freezing will affect the physical condition but will not damage the material. Thaw and mix before using.

Advice on common storage Keep away from food, drink and animal feedingstuffs.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

Control parameters

No known occupational limit values.

Exposure controls

Personal protective equipment

In normal use and handling conditions please refer to the label and/or leaflet. In all other cases the following recommendations would apply.

Respiratory protection

When respirators are required, select NIOSH approved equipment based on actual or potential airborne concentrations and in accordance with the appropriate regulatory standards and/or industry recommendations.

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102000037601

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Hand protection	Please observe the instructions regarding permeability and breakthrough time which are provided by the supplier of the gloves. Also take into consideration the specific local conditions under which the product is used, such as the danger of cuts, abrasion, and the contact time. Chemical-resistant gloves (barrier laminate, butyl rubber, nitrile rubber or Viton) Wash gloves when contaminated. Dispose of when contaminated inside, when perforated or when contamination on the outside cannot be removed. Wash hands frequently and always before eating, drinking, smoking or using the toilet.
Eye protection	Use tightly sealed goggles and face protection.
Skin and body protection	Wear long-sleeved shirt and long pants and shoes plus socks.
General protective measures	Follow manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables, use detergent and warm/tepid water. Keep and wash PPE separately from other laundry.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Information on basic physical and chemical properties

Form	Liquid, clear
Colour	light yellow to amber
Odour	sweet
Odour Threshold	No data available
pH	4.4 - 5.0 (8 %) (23 °C) (deionized water)
Melting point/range	No data available
Boiling Point	No data available
Flash point	does not flash
Flammability	No data available
Auto-ignition temperature	No data available
Minimum ignition energy	Not applicable
Self-accelerating decomposition temperature (SADT)	No data available
Upper explosion limit	Not applicable
Lower explosion limit	Not applicable
Vapour pressure	No significant volatility.

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Print Date: 08/17/2020

Evaporation rate	No data available
Relative vapour density	No data available
Relative density	1.162 (20 °C)
Density	1.17 g/cm ³ (20 °C)
Water solubility	completely miscible
Partition coefficient: n-octanol/water	Glyphosate: log Pow: -3.2
Viscosity, dynamic	No data available
Viscosity, kinematic	No data available
Oxidizing properties	No data available
Explosivity	Not explosive
Other information	Further safety related physical-chemical data are not known.

SECTION 10: STABILITY AND REACTIVITY

Reactivity

Thermal decomposition	Stable under normal conditions.
Chemical stability	Stable under recommended storage conditions.
Possibility of hazardous reactions	Reacts with galvanised steel or unlined mild steel to produce hydrogen, a highly flammable gas that could explode.
Conditions to avoid	Extremes of temperature and direct sunlight.
Incompatible materials	Galvanised steel, Unlined mild steel
Hazardous decomposition products	No decomposition products expected under normal conditions of use.

SECTION 11: TOXICOLOGICAL INFORMATION

Exposure routes	Skin contact, Eye contact, Inhalation
Immediate Effects	
Eye	May cause eye irritation.
Skin	Not expected to produce significant adverse effects when recommended use instructions are followed.
Ingestion	Not expected to produce significant adverse effects when recommended use instructions are followed.

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Print Date: 08/17/2020

Inhalation May be harmful if inhaled.

Information on toxicological effects

Acute oral toxicity LD50 (Rat) 5,108 mg/kg
Test conducted with a similar formulation.

Acute inhalation toxicity LC50 (Rat) 2.9 mg/l
Exposure time: 4 h
Determined in the form of liquid aerosol.
Test conducted with a similar formulation.

Acute dermal toxicity LD50 (Rat) > 5,000 mg/kg
Test conducted with a similar formulation.
No deaths

Skin corrosion/irritation No skin irritation (Rabbit)
Test conducted with a similar formulation.

Serious eye damage/eye irritation Slight irritant effect - does not require labelling. (Rabbit)
Test conducted with a similar formulation.

Respiratory or skin sensitisation Skin: Non-sensitizing. (Guinea pig)
OECD Test Guideline 406, Buehler test
Test conducted with a similar formulation.

Assessment STOT Specific target organ toxicity – single exposure

Glyphosate: Based on available data, the classification criteria are not met.

Assessment STOT Specific target organ toxicity – repeated exposure

Glyphosate did not cause specific target organ toxicity in experimental animal studies.

Assessment mutagenicity

Glyphosate was not mutagenic or genotoxic in a battery of in vitro and in vivo tests.

Assessment carcinogenicity

Glyphosate was not carcinogenic in lifetime feeding studies in rats and mice.
Important comment to IARC Listing: Our expert opinion is that classification as a carcinogen is not warranted.

ACGIH

None.

NTP

None.

IARC

Isopropylamine salt of glyphosate 38641-94-0 Overall evaluation: 2A

OSHA

None.

Assessment toxicity to reproduction

Glyphosate did not cause reproductive toxicity in a two-generation study in rats.

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Assessment developmental toxicity

Glyphosate did not cause developmental toxicity in rats and rabbits.

Aspiration hazard

Based on available data, the classification criteria are not met.

Further information

The toxicological data refer to a similar formulation.

SECTION 12: ECOLOGICAL INFORMATION

Toxicity to fish	LC50 (Oncorhynchus mykiss (rainbow trout)) 5.4 mg/l static test; Exposure time: 96 h Test conducted with a similar formulation.
Chronic toxicity to fish	Oncorhynchus mykiss (rainbow trout) flow-through test NOEC: ≥ 9.63 mg/l The value mentioned relates to the active ingredient glyphosate.
Toxicity to aquatic invertebrates	EC50 (Daphnia magna (Water flea)) 11 mg/l static test; Exposure time: 48 h Test conducted with a similar formulation.
Chronic toxicity to aquatic invertebrates	EC50 (Daphnia magna (Water flea)): 12.5 mg/l Exposure time: 21 d The value mentioned relates to the active ingredient glyphosate.
Toxicity to aquatic plants	EbC50 (Raphidocelis subcapitata (freshwater green alga)) 12.4 mg/l static test; Exposure time: 72 h Test conducted with a similar formulation. NOEC (Raphidocelis subcapitata (freshwater green alga)) 6.3 mg/l static test; Exposure time: 72 h Test conducted with a similar formulation.
Biodegradability	Glyphosate: Not rapidly biodegradable
Koc	Glyphosate: Koc: 6920
Bioaccumulation	Glyphosate: Does not bioaccumulate.
Mobility in soil	Glyphosate: Immobile in soil
Results of PBT and vPvB assessment	
PBT and vPvB assessment	Glyphosate: This substance is not considered to be persistent, bioaccumulative and toxic (PBT). This substance is not considered to be very persistent and very bioaccumulative (vPvB).
Additional ecological	No further ecological information is available.

SAFETY DATA SHEET



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Version 1.0 / USA
102000037601

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Revision Date: 08/06/2020
Print Date: 08/17/2020

information

Environmental precautions Apply this product as specified on the label.
Do not apply directly to water, to areas where surface water is present or to intertidal areas below the mean high water mark.
Do not contaminate surface or ground water by cleaning equipment or disposal of wastes, including equipment wash water.
Retain and dispose of contaminated wash water.

SECTION 13: DISPOSAL CONSIDERATIONS

Waste treatment methods

Product It is best to use all of the product in accordance with label directions. If it is necessary to dispose of unused product, please follow container label instructions and applicable local guidelines.
Do not contaminate water, food, or feed by disposal.
Follow all local/regional/national/international regulations.

Contaminated packaging Follow advice on product label and/or leaflet.
Do not re-use empty containers.
Triple rinse containers.
Puncture container to avoid re-use.
Completely empty container into application equipment, then dispose of empty container in a sanitary landfill, by incineration or by other procedures approved by state/provincial and local authorities.
If burned, stay out of smoke.

RCRA Information Characterization and proper disposal of this material as a special or hazardous waste is dependent upon Federal, State and local laws and are the user's responsibility. RCRA classification may apply.

SECTION 14: TRANSPORT INFORMATION

According to national and international transport regulations this material is not classified as dangerous goods / hazardous material.

Freight Classification: COMPOUNDS, TREE OR WEED KILLING, N.O.I. other than poison, HAVING A DENSITY OF 20 LBS OR GREATER PER CUBIC FOOT

SECTION 15: REGULATORY INFORMATION

EPA Registration No. 524-517

SAFETY DATA SHEET



RANGER PRO® HERBICIDE

Version 1.0 / USA
102000037601

10/11
Revision Date: 08/06/2020
Print Date: 08/17/2020

US Federal Regulations

TSCA list

Water 7732-18-5
Polyethylene glycol 25322-68-3

US. Toxic Substances Control Act (TSCA) Section 12(b) Export Notification (40 CFR 707, Subpt D)

No export notification needs to be made.

SARA Title III - Section 302 - Notification and Information

Not applicable.

SARA Title III - Section 313 - Toxic Chemical Release Reporting

None.

US States Regulatory Reporting

CA Prop65

This product does not contain any substances known to the State of California to cause cancer.

This product does not contain any substances known to the State of California to cause reproductive harm.

US State Right-To-Know Ingredients

Polyethylene glycol 25322-68-3 MN

Environmental

CERCLA

None.

Clean Water Section 307(a)(1)

None.

Safe Drinking Water Act Maximum Contaminant Levels

None.

EPA/FIFRA Information:

This chemical is a pesticide product registered by the Environmental Protection Agency and is subject to certain labeling requirements under federal pesticide law. These requirements differ from the classification criteria and hazard information required for safety data sheets, and for workplace labels of non-pesticide chemicals. Following is the hazard information required on the pesticide label:

Signal word: Caution!

Hazard statements: Causes eye irritation.

SECTION 16: OTHER INFORMATION

Abbreviations and acronyms

49CFR	Code of Federal Regulations, Title 49
ACGIH	US. ACGIH Threshold Limit Values
ATE	Acute toxicity estimate
CAS-Nr.	Chemical Abstracts Service number
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act

SAFETY DATA SHEET



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Version 1.0 / USA
102000037601

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EINECS	European inventory of existing commercial substances
ELINCS	European list of notified chemical substances
IARC	International Agency for Research on Cancer
IATA	International Air Transport Association
IMDG	International Maritime Dangerous Goods
N.O.S.	Not otherwise specified
NTP	US. National Toxicology Program (NTP) Report on Carcinogens
OECD	Organization for Economic Co-operation and Development
TDG	Transportation of Dangerous Goods
TWA	Time weighted average
UN	United Nations
WHO	World health organisation

NFPA 704 (National Fire Protection Association):

Health - 1 Flammability - 1 Instability - 1 Others - none

HMIS (Hazardous Materials Identification System, based on the Third Edition Ratings Guide)

Health - 2 Flammability - 1 Physical Hazard - 1 PPE -

0 = minimal hazard, 1 = slight hazard, 2 = moderate hazard, 3 = severe hazard, 4 = extreme hazard

Reason for Revision: New Safety Data Sheet.

Revision Date: 08/06/2020

This information is provided in good faith but without express or implied warranty. The customer assumes all responsibility for safety and use not in accordance with label instructions. The product names are registered trademarks of Bayer.

SAFETY DATA SHEET



MERIT® 75 WSP INSECTICIDE

Version 3.0 / USA
102000007120

1/11
Revision Date: 12/04/2018
Print Date: 12/05/2018

SECTION 1: IDENTIFICATION OF THE SUBSTANCE/MIXTURE AND OF THE COMPANY/UNDERTAKING

Product identifier

Trade name MERIT® 75 WSP INSECTICIDE

Product code (UVP) 04399455

SDS Number 102000007120

EPA Registration No. 432-1318

Relevant identified uses of the substance or mixture and uses advised against

Use Insecticide

Restrictions on use See product label for restrictions.

Information on supplier

Supplier Bayer Environmental Science
2 T.W. Alexander Drive
Research Triangle PK, NC 27709
USA

Responsible Department Email: SDSINFO.BCS-NA@bayer.com

Emergency telephone no.

Emergency Telephone Number (24hr/ 7 days) 1-800-334-7577

Product Information Telephone Number 1-800-331-2867

SECTION 2: HAZARDS IDENTIFICATION

Classification in accordance with regulation HCS 29CFR §1910.1200

Acute toxicity(Oral, Inhalation): Category 4

Combustible dust

Labelling in accordance with regulation HCS 29CFR §1910.1200



Signal word: Warning

Hazard statements

Harmful if swallowed.

Harmful if inhaled.

May form combustible dust - air mixtures.

Conduct Dust Hazard Assessment (DHA).

SAFETY DATA SHEET



MERIT® 75 WSP INSECTICIDE

Version 3.0 / USA
102000007120

2/11
Revision Date: 12/04/2018
Print Date: 12/05/2018

Precautionary statements

Wash thoroughly after handling.
Do not eat, drink or smoke when using this product.
Avoid breathing dust.
Use only outdoors or in a well-ventilated area.
IF SWALLOWED: Call a POISON CENTER/doctor/physician if you feel unwell.
Rinse mouth.
IF INHALED: Remove person to fresh air and keep comfortable for breathing.
Call a POISON CENTER/doctor/physician if you feel unwell.
Dispose of contents/container in accordance with local regulation.

Hazards Not Otherwise Classified (HNOC)

No physical hazards not otherwise classified.
No health hazards not otherwise classified.

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

Hazardous Component Name	CAS-No.	Concentration % by weight
Imidacloprid	138261-41-3	75.0
Sodium lignosulphonate	8061-51-6	5.0
Naphthalenesulfonic acid, bis(1-methylethyl)-, Me derivs., sodium salts	68909-82-0	3.2

SECTION 4: FIRST AID MEASURES

Description of first aid measures

General advice	When possible, have the product container or label with you when calling a poison control center or doctor or going for treatment.
Inhalation	Move to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth if possible. Call a physician or poison control center immediately.
Skin contact	Take off contaminated clothing and shoes immediately. Wash off immediately with plenty of water for at least 15 minutes. Call a physician or poison control center immediately.
Eye contact	Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a physician or poison control center immediately.
Ingestion	Call a physician or poison control center immediately. Rinse out mouth and give water in small sips to drink. DO NOT induce vomiting unless directed to do so by a physician or poison control center. Never give anything by mouth to an unconscious person. Do not leave victim unattended.

Most important symptoms and effects, both acute and delayed

Symptoms	To date no symptoms are known.
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SAFETY DATA SHEET



MERIT® 75 WSP INSECTICIDE

Version 3.0 / USA
102000007120

3/11
Revision Date: 12/04/2018
Print Date: 12/05/2018

Indication of any immediate medical attention and special treatment needed

Treatment Appropriate supportive and symptomatic treatment as indicated by the patient's condition is recommended. There is no specific antidote.

SECTION 5: FIREFIGHTING MEASURES

Extinguishing media

Suitable Water, Carbon dioxide (CO₂), Foam, Dry chemical

Unsuitable High volume water jet

Advice for firefighters

Special protective equipment for firefighters Firefighters should wear NIOSH approved self-contained breathing apparatus and full protective clothing.

Further information Keep out of smoke. Fight fire from upwind position. Cool closed containers exposed to fire with water spray. Do not allow run-off from fire fighting to enter drains or water courses.

Flash point Not applicable

Auto-ignition temperature No data available

Lower explosion limit Not applicable

Upper explosion limit Not applicable

Explosivity No data available

Dust explosion class No data available

SECTION 6: ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures

Precautions Keep unauthorized people away. Isolate hazard area. Avoid contact with spilled product or contaminated surfaces.

Methods and materials for containment and cleaning up

Methods for cleaning up Avoid dust formation. Sweep up or vacuum up spillage and collect in suitable container for disposal. Clean contaminated floors and objects thoroughly, observing environmental regulations.

Additional advice Use personal protective equipment. If the product is accidentally spilled, do not allow to enter soil, waterways or waste water canal. Do not allow product to contact non-target plants.

Reference to other sections Information regarding safe handling, see section 7.
Information regarding personal protective equipment, see section 8.
Information regarding waste disposal, see section 13.

SAFETY DATA SHEET



MERIT® 75 WSP INSECTICIDE

Version 3.0 / USA
102000007120

4/11

Revision Date: 12/04/2018
Print Date: 12/05/2018

SECTION 7: HANDLING AND STORAGE

Precautions for safe handling

Advice on safe handling Handle and open container in a manner as to prevent spillage. Use only in area provided with appropriate exhaust ventilation.

Advice on protection against fire and explosion Keep away from heat and sources of ignition.

Hygiene measures Wash hands thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco, using the toilet or applying cosmetics.
Remove Personal Protective Equipment (PPE) immediately after handling this product. Before removing gloves clean them with soap and water. Remove soiled clothing immediately and clean thoroughly before using again. Wash thoroughly and put on clean clothing.
Contaminated work clothing should not be allowed out of the workplace. Remove contaminated clothing immediately and dispose of safely.

Conditions for safe storage, including any incompatibilities

Requirements for storage areas and containers Store in original container. Store in a place accessible by authorized persons only. Keep containers tightly closed in a dry, cool and well-ventilated place. Keep away from direct sunlight. Protect from freezing.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

Control parameters

Components	CAS-No.	Control parameters	Update	Basis
Imidacloprid	138261-41-3	0.7 mg/m ³ (TWA)		OES BCS*

*OES BCS: Internal Bayer AG, Crop Science Division "Occupational Exposure Standard"

Exposure controls

Personal protective equipment

In normal use and handling conditions please refer to the label and/or leaflet. In all other cases the following recommendations would apply.

Respiratory protection When respirators are required, select NIOSH approved equipment based on actual or potential airborne concentrations and in accordance with the appropriate regulatory standards and/or industry recommendations.

Hand protection Chemical resistant nitrile rubber gloves

Eye protection Tightly fitting safety goggles

Skin and body protection Wear long-sleeved shirt and long pants and shoes plus socks.

General protective measures Follow manufacturer's instructions for cleaning/maintaining PPE. If

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no such instructions for washables, use detergent and warm/tepid water.
Keep and wash PPE separately from other laundry.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance	white to light beige
Physical State	powder
Odor	none
Odour Threshold	No data available
pH	7 (1 %) suspension in water
Vapor Pressure	No data available
Vapor Density (Air = 1)	No data available
Bulk density	30 lb/ft ³ (bulk density tapped)
Evaporation rate	Not applicable
Boiling Point	Not applicable
Melting / Freezing Point	Not applicable
Water solubility	dispersible
Minimum Ignition Energy	> 100 - < 300 mJ
Decomposition temperature	No data available
Partition coefficient: n-octanol/water	No data available
Viscosity	Not applicable
Flash point	Not applicable
Auto-ignition temperature	No data available
Lower explosion limit	Not applicable
Upper explosion limit	Not applicable
Explosivity	No data available
Dust explosion class	No data available

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SECTION 10: STABILITY AND REACTIVITY

Reactivity

Thermal decomposition	No data available
Chemical stability	Stable under recommended storage conditions.
Possibility of hazardous reactions	No hazardous reactions when stored and handled according to prescribed instructions.
Conditions to avoid	Extremes of temperature and direct sunlight.
Incompatible materials	No data available
Hazardous decomposition products	Hydrogen cyanide (hydrocyanic acid) Carbon monoxide Nitrogen oxides (NOx) Hydrogen chloride (HCl)

SECTION 11: TOXICOLOGICAL INFORMATION

Exposure routes	Ingestion, Eye contact, Skin contact, Skin Absorption, Inhalation
Immediate Effects	
Eye	Causes eye irritation.
Skin	Harmful if absorbed through skin.
Ingestion	Harmful if swallowed.
Inhalation	Harmful if inhaled.
Information on toxicological effects	
Acute oral toxicity	LD50 (male Rat) 2,591 mg/kg LD50 (female Rat) 1,858 mg/kg
Acute inhalation toxicity	LC50 (male Rat) 2.65 mg/l Exposure time: 4 h Determined in the form of liquid aerosol. (actual) LC50 (female Rat) 2.75 mg/l Exposure time: 4 h Determined in the form of liquid aerosol. (actual)
Acute dermal toxicity	LD50 (male/female combined Rat) > 2,000 mg/kg
Skin corrosion/irritation	slight irritation (Rabbit)
Serious eye damage/eye irritation	Minimally irritating. (Rabbit)
Respiratory or skin	Non-sensitizing. (Guinea pig)

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sensitisation

Assessment STOT Specific target organ toxicity – repeated exposure

Imidacloprid did not cause specific target organ toxicity in experimental animal studies.

Assessment mutagenicity

Imidacloprid was not mutagenic or genotoxic based on the overall weight of evidence in a battery of in vitro and in vivo tests.

Assessment carcinogenicity

Imidacloprid was not carcinogenic in lifetime feeding studies in rats and mice.

ACGIH

None.

NTP

None.

IARC

None.

OSHA

None.

Assessment toxicity to reproduction

Imidacloprid caused reproduction toxicity in a two-generation study in rats only at dose levels also toxic to the parent animals. The reproduction toxicity seen with Imidacloprid is related to parental toxicity.

Assessment developmental toxicity

Imidacloprid caused developmental toxicity only at dose levels toxic to the dams. The developmental effects seen with Imidacloprid are related to maternal toxicity.

Further information

Only acute toxicity studies have been performed on the formulated product.
The non-acute information pertains to the active ingredient(s).

SECTION 12: ECOLOGICAL INFORMATION

Toxicity to fish

LC50 (Oncorhynchus mykiss (rainbow trout)) 211 mg/l
Exposure time: 96 h
The value mentioned relates to the active ingredient imidacloprid.

Toxicity to aquatic invertebrates

EC50 (Daphnia magna (Water flea)) 85 mg/l
Exposure time: 48 h
The value mentioned relates to the active ingredient imidacloprid.

EC50 (Chironomus riparius (non-biting midge)) 0.0552 mg/l
Exposure time: 24 h
The value mentioned relates to the active ingredient imidacloprid.

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Chronic toxicity to aquatic invertebrates	EC10 (Chironomus riparius (non-biting midge)): 2,09 µg/l Exposure time: 28 d The value mentioned relates to the active ingredient imidacloprid.
Toxicity to aquatic plants	IC50 (Desmodesmus subspicatus (green algae)) > 10 mg/l Growth rate; Exposure time: 72 h The value mentioned relates to the active ingredient imidacloprid.
Biodegradability	Imidacloprid: Not rapidly biodegradable
Koc	Imidacloprid: Koc: 225
Bioaccumulation	Imidacloprid: Does not bioaccumulate.
Mobility in soil	Imidacloprid: Moderately mobile in soils
Additional ecological information	No further ecological information is available.
Environmental precautions	Do not apply directly to water, to areas where surface water is present or to intertidal areas below the mean high water mark. Do not contaminate surface or ground water by cleaning equipment or disposal of wastes, including equipment wash water. Do not allow to get into surface water, drains and ground water. Do not apply this product or allow it to drift to blooming crops or weeds if bees are visiting the treatment area.

SECTION 13: DISPOSAL CONSIDERATIONS

Waste treatment methods

Product	Pesticide, spray mixture or rinse water that cannot be used according to label instructions may be disposed of on site or at an approved waste disposal facility. Dispose in accordance with all local, state/provincial and federal regulations.
Contaminated packaging	Puncture container to avoid re-use. Dispose of empty container in a sanitary landfill or by incineration, or, if allowed by State/Provincial and local authorities, by burning. If burned, stay out of smoke. Follow advice on product label and/or leaflet.
RCRA Information	Characterization and proper disposal of this material as a special or hazardous waste is dependent upon Federal, State and local laws and are the user's responsibility. RCRA classification may apply.

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SECTION 14: TRANSPORT INFORMATION

49CFR	Not dangerous goods / not hazardous material
IMDG	
UN number	3077
Class	9
Packaging group	III
Marine pollutant	YES
Proper shipping name	ENVIRONMENTALLY HAZARDOUS SUBSTANCE, SOLID, N.O.S. (IMIDACLOPRID MIXTURE)
IATA	
UN number	3077
Class	9
Packaging group	III
Environm. Hazardous Mark	YES
Proper shipping name	ENVIRONMENTALLY HAZARDOUS SUBSTANCE, SOLID, N.O.S. (IMIDACLOPRID MIXTURE)

This transportation information is not intended to convey all specific regulatory information relating to this product. It does not address regulatory variations due to package size or special transportation requirements.

Freight Classification: INSECTICIDES OR FUNGICIDES, N.O.I., OTHER THAN
POISON

SECTION 15: REGULATORY INFORMATION

EPA Registration No. 432-1318
US Federal Regulations
TSCA list
Sodium lignosulphonate 8061-51-6
Naphthalenesulfonic acid, bis(1-methylethyl)-, Me derivs., sodium salts 68909-82-0
Sodium aluminium silicate 1344-00-9
US. Toxic Substances Control Act (TSCA) Section 12(b) Export Notification (40 CFR 707, Subpt D)
Not applicable.
SARA Title III - Section 302 - Notification and Information
None.
SARA Title III - Section 313 - Toxic Chemical Release Reporting
None.
US States Regulatory Reporting
CA Prop65
This product does not contain any substances known to the State of California to cause cancer.

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This product does not contain any substances known to the State of California to cause reproductive harm.

US State Right-To-Know Ingredients

Sodium aluminium silicate 1344-00-9 CA, MN

EPA/FIFRA Information:

This chemical is a pesticide product registered by the Environmental Protection Agency and is subject to certain labeling requirements under federal pesticide law. These requirements differ from the classification criteria and hazard information required for safety data sheets, and for workplace labels of non-pesticide chemicals. Following is the hazard information required on the pesticide label:

Signal word: Caution!

Hazard statements: Harmful if swallowed, inhaled or absorbed through the skin.
Causes eye irritation.
Avoid contact with skin, eyes and clothing.
Avoid breathing dust or vapour.
Wash thoroughly with soap and water after handling.
Remove and wash contaminated clothing before re-use.
Do not allow children or pets to enter the treated area until it has dried.

SECTION 16: OTHER INFORMATION

Abbreviations and acronyms

49CFR	Code of Federal Regulations, Title 49
ACGIH	US. ACGIH Threshold Limit Values
ATE	Acute toxicity estimate
CAS-Nr.	Chemical Abstracts Service number
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
EINECS	European inventory of existing commercial substances
ELINCS	European list of notified chemical substances
IARC	International Agency for Research on Cancer
IATA	International Air Transport Association
IMDG	International Maritime Dangerous Goods
N.O.S.	Not otherwise specified
NTP	US. National Toxicology Program (NTP) Report on Carcinogens
OECD	Organization for Economic Co-operation and Development
TDG	Transportation of Dangerous Goods
TWA	Time weighted average
UN	United Nations
WHO	World health organisation

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NFPA 704 (National Fire Protection Association):

Health - 1 Flammability - 1 Instability - 1 Others - none

HMIS (Hazardous Materials Identification System, based on the Third Edition Ratings Guide)

Health - 1 Flammability - 1 Physical Hazard - 1 PPE -

0 = minimal hazard, 1 = slight hazard, 2 = moderate hazard, 3 = severe hazard, 4 = extreme hazard

Reason for Revision: The following sections have been revised: Section 2: Hazards Identification. Section 3: Composition / Information on Ingredients. Reviewed and updated for general editorial purposes.

Revision Date: 12/04/2018

This information is provided in good faith but without express or implied warranty. The customer assumes all responsibility for safety and use not in accordance with label instructions. The product names are registered trademarks of Bayer.

FUSILADE® II TURF AND ORNAMENTAL HERBICIDE

Date: 6/24/2016
Replaces: 6/9/2016

1. PRODUCT IDENTIFICATION

Product identifier on label: **FUSILADE® II TURF AND ORNAMENTAL HERBICIDE**

Product No.: A12460A

Use: Herbicide

Manufacturer: Syngenta Crop Protection, LLC
Post Office Box 18300
Greensboro NC 27419

Manufacturer Phone: 1-800-334-9481

Emergency Phone: 1-800-888-8372

2. HAZARDS IDENTIFICATION

Classifications: Skin Sensitizer: Category 1B
Carcinogenicity: Category 2
Reproductive Toxicity: Category 2
Aspiration Hazard: Category 1
Inhalation: Category 2

Signal Word (OSHA): Danger

Hazard Statements: May be fatal if swallowed and enters airways
May cause an allergic skin reaction
Fatal if inhaled
Suspected of causing cancer
Suspected of damaging fertility or the unborn child

Hazard Symbols:



Precautionary Statements: Do not breathe mist, vapors, spray.
Use only outdoors or in a well-ventilated area.
Contaminated work clothing must not be allowed out of the workplace.
In case of inadequate ventilation wear respiratory protection. See Section 8 Exposure Control/Personal Protection.
If on skin: Wash with plenty of soap and water.
If inhaled: Remove person to fresh air and keep comfortable for breathing.
Immediately call a poison center, doctor or Syngenta.
Specific treatment is urgent (see Section 4 First Aid Measures).

FUSILADE® II TURF AND ORNAMENTAL HERBICIDE

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If skin irritation or rash occurs: Get medical advice.
Wash contaminated clothing before reuse.
Obtain special instructions before use.
Do not handle until all safety precautions have been read and understood.
If exposed or concerned: Get medical advice/attention.
Wear protective gloves, protective clothing, eye protection.
If swallowed: Immediately call a poison center, doctor or Syngenta.
Do NOT induce vomiting.
Store locked up.
Dispose of contents and container in accordance with local regulations.

Other Hazard Statements: None

3. COMPOSITION/INFORMATION ON INGREDIENTS

Chemical Name	Common Name	CAS Number	Concentration
Petroleum distillates, light paraffinic	Petroleum distillates, light paraffinic	64741-89-5	<40.0%
Other ingredients	Other ingredients	Trade Secret	>5.5%
Solvent Naptha (Petroleum), Heavy Aromatic	Aromatic Solvent	64742-94-5	<30.0%
Butyl(RS)-2-[4-[[5-(trifluoromethyl)-2-pyridinyl]oxy]phenoxy]propanoate	Fluazifop-P-Butyl	79241-46-6	24.5%

Ingredients not precisely identified are proprietary or non-hazardous. Values are not product specifications.

4. FIRST AID MEASURES

Have the product container, label or Safety Data Sheet with you when calling Syngenta (800-888-8372), a poison control center or doctor, or going for treatment.

Ingestion: If swallowed: Call Syngenta (800-888-8372), a poison control center or doctor immediately for treatment advice. Do not give any liquid to the person. Do not induce vomiting unless told to do so after calling 800-888-8372 or by a poison control center or doctor. Do not give anything by mouth to an unconscious person.

Eye Contact: If in eyes: Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after 5 minutes, then continue rinsing eye. Call Syngenta (800-888-8372), a poison control center or doctor for treatment advice.

Skin Contact: If on skin or clothing: Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call Syngenta (800-888-8372), a poison control center or doctor for treatment advice.

Inhalation: If inhaled: Move person to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth if possible. Call Syngenta (800-888-8372), a poison control center or doctor for further treatment advice.

Most important symptoms/effects:

Allergic skin reaction

Indication of immediate medical attention and special treatment needed:

There is no specific antidote if this product is ingested.

Treat symptomatically.

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Persons suffering a temporary allergic reaction may respond to treatment with antihistamines or steroid creams and/or systemic steroids.

Contains petroleum distillate - vomiting may cause aspiration pneumonia.

5. FIRE FIGHTING MEASURES

Suitable (and unsuitable) extinguishing media:

Use dry chemical, foam or CO2 extinguishing media. If water is used to fight fire, dike and collect runoff.

Specific Hazards:

During a fire, irritating and possibly toxic gases may be generated by thermal decomposition or combustion.

Special protective equipment and precautions for firefighters:

Wear full protective clothing and self-contained breathing apparatus. Evacuate nonessential personnel from the area to prevent human exposure to fire, smoke, fumes or products of combustion.

6. ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment, and emergency procedures:

Follow exposure controls/personal protection outlined in Section 8.

Methods and materials for containment and cleaning up:

Control the spill at its source. Contain the spill to prevent from spreading or contaminating soil or from entering sewage and drainage systems or any body of water. Clean up spills immediately, observing precautions in Protective Equipment Section. Cover entire spill with absorbing material and place into compatible disposal container. Scrub area with hard water detergent (e.g. commercial products such as Tide, Joy, Spic and Span). Pick up wash liquid with additional absorbent and place into compatible disposal container. Once all material is cleaned up and placed in a disposal container, seal container and arrange for disposition.

7. HANDLING AND STORAGE

Precautions for safe handling:

Store the material in a well-ventilated, secure area out of reach of children and domestic animals. Do not store food, beverages or tobacco products in the storage area. Prevent eating, drinking, tobacco use, and cosmetic application in areas where there is a potential for exposure to the material. Wash thoroughly with soap and water after handling.

Conditions for safe storage, including any incompatibilities:

Store locked up.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

THE FOLLOWING RECOMMENDATIONS FOR EXPOSURE CONTROLS/PERSONAL PROTECTION ARE INTENDED FOR THE MANUFACTURE, FORMULATION AND PACKAGING OF THIS PRODUCT.

FOR COMMERCIAL APPLICATIONS AND/OR ON-FARM APPLICATIONS CONSULT THE PRODUCT LABEL.

Occupational Exposure Limits:

Chemical Name	OSHA PEL	ACGIH TLV	Other	Source
Petroleum distillates, light paraffinic	Not Established	Not Established	Not Established	Not Applicable
Other ingredients	Not Established	Not Established	Not Established	Not Applicable
Aromatic Solvent	Not Established	Not Established	50 mg/m3 (8 ppm) TWA	Manufacturer

FUSILADE® II TURF AND ORNAMENTAL HERBICIDE

Date: 6/24/2016

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Fluazifop-P-Butyl

Not Established

Not Established

0.5 mg/m³ TWA

Syngenta

Appropriate engineering controls:

Use effective engineering controls to comply with occupational exposure limits (if applicable).

Individual protection measures:

Ingestion:

Prevent eating, drinking, tobacco usage and cosmetic application in areas where there is a potential for exposure to the material. Wash thoroughly with soap and water after handling.

Eye Contact:

Where eye contact is likely, use chemical splash goggles.

Skin Contact:

Where contact is likely, wear chemical-resistant gloves (such as barrier laminate, nitrile rubber, neoprene rubber or Viton), coveralls, socks and chemical-resistant footwear.

Inhalation:

A combination particulate/organic vapor respirator should be used until effective engineering controls are installed to comply with occupational exposure limits, or until exposure limits are established. Use a NIOSH approved respirator with an organic vapor (OV) cartridge or canister with any R, P or HE filter.

Use a self-contained breathing apparatus in cases of emergency spills, when exposure levels are unknown, or under any circumstances where air-purifying respirators may not provide adequate protection.

9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance: Dark brown liquid, free of sediment

Odor: Aromatic

Odor Threshold: Not Available

pH: 6.2 (1% w/w dilution in deionized water)

Melting point/freezing point: Not Applicable

Initial boiling point and boiling range: Not Available

Flash Point (Test Method): > 212°F (TCC)

Flammable Limits (% in Air): Not Available

Flammability: Not Applicable

Vapor Pressure: Fluazifop-P-Butyl 4.5 x 10⁻⁷ mmHg @ 68°F (20°C)

Vapor Density: Not Available

Relative Density: 0.981 g/cm³

Solubility (ies): Fluazifop-P-Butyl Almost insoluble in water (1 mg/l @ pH 5 - 6.5)

Partition coefficient: n-octanol/water: Not Available

Autoignition Temperature: Not Available

Decomposition Temperature: Not Available

Viscosity: Not Available

Other: None

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10. STABILITY AND REACTIVITY

Reactivity: Not reactive.

Chemical stability: Stable under normal use and storage conditions.

Possibility of hazardous reactions: Will not occur.

Conditions to Avoid: None known.

Incompatible materials: None known.

Hazardous Decomposition Products: None known.

11. TOXICOLOGICAL INFORMATIONHealth effects information

Likely routes of exposure: Dermal, Inhalation

Symptoms of exposure: Rash, redness or itching

Delayed, immediate and chronic effects of exposure: Developmental toxicity, Possible carcinogenicity, Allergic skin reaction

Numerical measures of toxicity (acute toxicity/irritation studies (finished product))

Ingestion: Oral (LD50 Rat) : > 5000 mg/kg body weight

Dermal: Dermal (LD50 Rabbit) : > 2000 mg/kg body weight

Inhalation: Inhalation (LC50 Animal Not Available) : 0.54 mg/l air - 4 hours

Eye Contact: Slightly Irritating (Rabbit)

Skin Contact: Moderately Irritating (Rabbit)

Skin Sensitization: See "Other Toxicity Information", Sec. 11

Reproductive/Developmental Effects

Fluazifop-P-Butyl : Embryo/foetotoxic effects have been reported in rats. Did not show teratogenic effects in animal experiments.

Chronic/Subchronic Toxicity Studies

Fluazifop-P-Butyl : Effects on red cells, bone marrow, liver and spleen observed in long-term high dose feeding tests in dogs. No adverse health effects are expected in humans at airborne levels below the occupational exposure limit.

Carcinogenicity

Fluazifop-P-Butyl : Did not show mutagenic effects in animal experiments. Did not show carcinogenic effects in animal experiments.

Chemical Name	NTP/IARC/OSHA Carcinogen
Petroleum distillates, light paraffinic	No
Other ingredients	No

FUSILADE® II TURF AND ORNAMENTAL HERBICIDE

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Solvent Naptha (Petroleum), Heavy Aromatic	No
Butyl(RS)-2-[4-[[5-(trifluoromethyl)-2-pyridinyl]oxy]phenoxy]propanoate	No

Other Toxicity Information

Repeated and/or prolonged contact may cause skin sensitization.

Toxicity of Other Components

Aromatic Solvent

May cause irritation to the eyes, skin and respiratory system.
May cause dizziness or drowsiness. Aspiration hazard.

Other ingredients

Not Established

Petroleum distillates, light paraffinic

May cause respiratory tract irritation. Harmful if swallowed. Pulmonary aspiration hazard.

Target Organs

Active Ingredients

Fluazifop-P-Butyl : Blood, bone marrow, liver, spleen

Inert Ingredients

Aromatic Solvent: Eye, skin, respiratory system, nervous system

Other ingredients: Not Established

Petroleum distillates, light paraffinic: Respiratory tract

12. ECOLOGICAL INFORMATION

Eco-Acute Toxicity

Fluazifop-P-Butyl :

Invertebrate (Water Flea) Daphnia Magna 48-hour EC50 6.02 ppm

Green Algae 4-day EC50 > 1.8 ppm

Bird (Mallard Duck) 14-day LD50 > 3528 mg/kg

Environmental Fate

Fluazifop-P-Butyl :

The information presented here is for the active ingredient, fluazifop-p-butyl.
Not persistent in soil or water.

13. DISPOSAL CONSIDERATIONS

Disposal:

Do not reuse product containers. Dispose of product containers, waste containers, and residues according to local, state, and federal health and environmental regulations.

Characteristic Waste: Not Applicable

Listed Waste: Not Applicable

FUSILADE® II TURF AND ORNAMENTAL HERBICIDE

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14. TRANSPORT INFORMATION

DOT Classification

Ground Transport - NAFTA

< 300 gallons: Not regulated

> 300 gallons:

Proper Shipping Name: Other Regulated Substances, Liquid, N.O.S. (RQ - Naphthalene)

Hazard Class: Class 9

Identification Number: NA 3082

Packing Group: PG III

Comments

Water Transport - International

Proper Shipping Name: Environmentally Hazardous Substance, Liquid, N.O.S. (Fluazifop), Marine Pollutant

Hazard Class: Class 9

Identification Number: UN 3082

Packing Group: PG III

Air Transport

Proper Shipping Name: Environmentally Hazardous Substance, Liquid, N.O.S. (Fluazifop)

Hazard Class: Class 9

Identification Number: UN 3082

Packing Group: PG III

15. REGULATORY INFORMATION

Pesticide Registration:

This chemical is a pesticide product registered by the Environmental Protection Agency and is subject to certain labeling requirements under federal pesticide law. These requirements differ from the classification criteria and hazard information required for safety data sheets, and for workplace labels of non-pesticide chemicals. Following is the hazard information as required on the pesticide label:

Caution: Harmful if absorbed through skin or inhaled. Causes eye irritation. Prolonged or frequently repeated skin contact may cause allergic reactions in some individuals. Avoid contact with skin, eyes or clothing. Avoid breathing vapor or spray mist.

EPA Registration Number(s):

100-1084

EPCRA SARA Title III Classification:

Section 311/312 Hazard Classes: Acute Health Hazard

Chronic Health Hazard

Section 313 Toxic Chemicals: Aromatic Solvent <30.0% (CAS No. 64742-94-5)

California Proposition 65:

This product contains a chemical(s) known to the state of California to cause cancer and birth defects or other reproductive harm.

CERCLA/SARA 304 Reportable Quantity (RQ):

Report product spills > 305 gal. (based on naphthalene [RQ = 100 lbs.] content in the formulation)

RCRA Hazardous Waste Classification (40 CFR 261):

Not Applicable

TSCA Status:

FUSILADE® II TURF AND ORNAMENTAL HERBICIDE

Date: 6/24/2016

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Exempt from TSCA, subject to FIFRA

16. OTHER INFORMATION

NFPA Hazard Ratings		HMIS Hazard Ratings		
Health:	2	Health:	2	0 Minimal
Flammability:	1	Flammability:	1	1 Slight
Instability:	0	Physical Hazard:	0	2 Moderate
Syngenta Hazard Category: D,S				3 Serious
				4 Extreme
				* Chronic

For non-emergency questions about this product call:
1-800-334-9481

Original Issued Date: 11/25/1998

Revision Date: 6/24/2016

Replaces: 6/9/2016

Section(s) Revised: 2, 11, 16

The information and recommendations contained herein are based upon data believed to be correct. However, no guarantee or warranty of any kind, expressed or implied, is made with respect to the information contained herein.



TAB B – EXECUTIVE SUMMARY AND RESPONSES TO SPECIFICATIONS

AZTEC LANDSCAPING, INC.

EXECUTIVE SUMMARY

AZTEC Landscaping, Inc. is a local, San Diego-native, minority, family-owned and operated landscape maintenance contractor with more than 54 years of experience providing landscape maintenance services for municipalities, public agencies, roadway corridors, parks, medians, slopes, transportation corridors, and Maintenance Assessment Districts throughout San Diego County. As a long-standing City of San Diego contractor, AZTEC understands the operational, aesthetic, irrigation, safety, and responsiveness requirements associated with maintaining public landscape infrastructure in accordance with City standards and the requirements outlined in Exhibit B of this solicitation.

AZTEC currently performs active municipal landscape maintenance services throughout the City of San Diego and maintains established operational resources positioned to support rapid response and consistent service delivery.

AZTEC maintains all licenses and qualifications required under this RFP, including a valid California C-27 Contractor License, Qualified Applicator Certificate, Pest Control Business License, Pest Control Advisor support, Department of Industrial Relations (DIR) Registration, and Recycled Water Site Supervisor certification. Our team includes experienced Field Supervisors, Irrigation Specialists, and landscape maintenance personnel with extensive experience maintaining irrigation systems, turf, slopes, shrubs, groundcover, decomposed granite areas, and public landscape infrastructure throughout the City of San Diego and comparable public agency environments.

For the Mira Mesa Maintenance Assessment District contract, AZTEC will assign a dedicated Non-Working Supervisor, Field Supervisor, Irrigation Specialist, and trained maintenance crews to ensure all work is completed in accordance with the required Service Frequencies, Work Schedules, and performance standards identified in Exhibit B. Our team will provide complete landscape maintenance services including irrigation management, mowing, edging, pruning, fertilization, litter removal, weed abatement, stormwater BMP compliance, plant health care, decomposed granite maintenance, and ongoing inspection of site conditions to maintain all areas in a safe, clean, healthy, and aesthetically attractive condition.

AZTEC understands the importance of proactive communication, timely response, water conservation compliance, and reliable service performance. Our personnel are trained to identify and report irrigation failures, safety hazards, damaged infrastructure, water waste, and maintenance deficiencies while maintaining compliance with City water conservation requirements, stormwater regulations, and public safety standards. AZTEC maintains the staffing, equipment, operational support, and emergency responsiveness necessary to perform both routine and extraordinary work in a timely and professional manner while maintaining all scheduled maintenance obligations.

With extensive staffing resources, dedicated in-house Safety, HR, Fleet, and Quality Control support departments, and decades of successful public agency contract performance throughout San Diego County, AZTEC provides the City with a highly responsive local contractor capable of delivering dependable, high-quality landscape maintenance services throughout the Mira Mesa MAD. AZTEC has reviewed the specifications and requirements of Solicitation No. 10090504-26-G in their entirety and is fully committed to providing the City of San Diego with professional, responsive, and reliable landscape maintenance services under this contract.

AZTEC acknowledges receipt and review of Addendum A dated May 26, 2026, and has incorporated all applicable revisions into this proposal.



AZTEC

LANDSCAPING, INC.

PROFESSIONAL
RELIABLE
RESPONSIVE

BUILDING GREENER
COMMUNITIES

LANDSCAPE MAINTENANCE • INFRASTRUCTURE SUPPORT • PUBLIC WORKS SERVICES

PROUDLY SERVING

SAN DIEGO COUNTY

Local presence. Regional strength.

Delivering landscape maintenance and infrastructure support services to public agencies and communities throughout San Diego County.



OUR CORE VALUES



SAFETY FIRST

The well-being of our team, clients, and communities is our highest priority. We work safely, every day.



WE'RE IN IT TOGETHER

We believe great results come from strong relationships, communication, and a team that supports one another.



QUALITY IN EVERYTHING

We take pride in our work and hold ourselves to the highest standards on every project, every time.



BUILT ON INTEGRITY

We do the right thing—always. We are honest, dependable, and committed to earning trust.



COMMITMENT TO SUSTAINABILITY

We care for the environment and strive to create and maintain healthier, greener communities.

OUR SERVICES



LANDSCAPE MAINTENANCE

Parks, Trails, Medians, Facilities



IRRIGATION MANAGEMENT

Installation, Repairs, Water Efficiency



EROSION CONTROL

Hydroseed, Soil Stabilization, BMPs



EMERGENCY RESPONSE

Storm Cleanup, Hazards, Debris Removal



TREE SERVICES

Trimming, Removal, Arbor Care



WEED ABATEMENT

Caltrans, Roadways, Easements



ENHANCED MAINTENANCE

Trash Removal, Detailing, Reporting

THE AZTEC DIFFERENCE



50+
YEARS OF
EXPERIENCE



SAFETY DRIVEN
OPERATIONS



PUBLIC AGENCIES
TRUST OUR
PERFORMANCE



SCALABLE TEAMS
EQUIPPED TO
DELIVER

SERVICE AREA

WE PROUDLY SERVE

SAN DIEGO COUNTY

Aztec Landscaping is locally owned and operated with deep roots in the communities we serve. Our team is local, responsive, and committed to keeping San Diego County clean, safe, and beautiful.

✓ SAN DIEGO COUNTY ONLY



COMMITTED TO SAFETY. BUILT ON COMPLIANCE.



C-27
LICENSED
CONTRACTOR



CIMS /
CIMS-G8
CERTIFIED



CLCA
MEMBER



CERTIFIED
ARBORISTS



CERTIFIED
IRRIGATION
TECHNICIANS



QAL / QAC
LICENSED
PERSONNEL



RECLAIMED
WATER SITE
SUPERVISORS



BUILDING GREENER COMMUNITIES.
SUPPORTING CALIFORNIA'S
INFRASTRUCTURE.



50+
YEARS
OF SERVICE

PROFESSIONAL. RELIABLE. RESPONSIVE.
THAT'S THE AZTEC STANDARD.

CORPORATE RESUME

The following is provided for review of AZTEC's organizational structure, operational capabilities, staffing resources, and financial stability.

COMPANY NAME:

AZTEC Landscaping, Inc. (AZTEC)

DESCRIPTION:

AZTEC is a full-service landscape and facility maintenance contractor specializing in:

- Municipal and Commercial Landscape Maintenance
- Landscape Construction and Irrigation Services
- Landscape Enhancements and Renovation Services
- Emergency Response and Specialty Maintenance Services
- Commercial Janitorial and Custodial Services
- Power Washing and Exterior Facility Cleaning

HOME OFFICE:

7980 Lemon Grove Way
Lemon Grove, CA 91945

CORPORATE OFFICERS:

Rafael A. Aguilar – Chief Executive Officer

Genaro Garcia – Chief Financial Officer

Roberto N. Aguilar – Secretary

YEAR INCORPORATED:

California Corporation Since April 10, 1989

NUMBER OF EMPLOYEES:

Over 445 Full-Time and Seasonal Employees

ANNUAL VOLUME:

Approximately \$28 Million – \$30 Million Annually

FACILITIES & OPERATIONS:

- 2-acre corporate headquarters located in Lemon Grove, California
- Dedicated fleet and equipment staging yard
- In-house mechanic shop and fleet support personnel
- Warehouse, safety, and training facilities
- Local dispatch and operational support throughout San Diego County

- Fleet and operational resources strategically positioned to support rapid response throughout San Diego County

LICENSES & CERTIFICATIONS:

- California Contractor License No. 642504 (B, C-27, C-61/D49)
- DIR Registration No. 1000007145
- Pest Control Business License No. 30311
- Qualified Applicator Licenses & Certificates
- Pest Control Advisor
- Certified Arborists
- Certified Landscape Technicians
- City of San Diego Business Tax Certificate No. B1981004304

EXPERIENCE AND QUALIFICATIONS

Aztec Landscaping, Inc. ("AZTEC") is a local, San Diego-native, minority, family-owned and operated California corporation that has provided professional landscape maintenance, irrigation management, and site enhancement services throughout San Diego County since 1971. With more than 54 years of industry experience, AZTEC possesses the operational depth, staffing resources, and technical capabilities necessary to successfully perform the landscape maintenance services required for the Mira Mesa Maintenance Assessment District (MAD).

AZTEC's ownership, executive leadership, and operations teams are based locally in San Diego County, allowing for immediate response, direct accountability, and consistent communication throughout contract performance. Our established operational infrastructure and active municipal operations throughout the region allow AZTEC to provide responsive service, consistent supervision, and reliable contract performance.

AZTEC has extensive experience maintaining municipal landscapes, roadway corridors, medians, slopes, irrigation systems, decomposed granite areas, parks, and public facilities throughout the City of San Diego and surrounding public agency environments. Our crews routinely perform comprehensive landscape maintenance services requiring proactive scheduling, irrigation management, safety awareness, quality control, and timely response to maintenance deficiencies consistent with the requirements identified in Exhibit B.

Our experience includes:

- Routine and enhanced landscape maintenance for municipal properties and public right-of-way areas
- Irrigation troubleshooting, repairs, controller adjustments, and water management
- Turf, shrub, tree, and groundcover maintenance
- Weed abatement and vegetation control
- Slope and erosion control maintenance
- Fertilization, pruning, edging, mowing, and litter control
- Decomposed granite maintenance and repair
- Stormwater BMP implementation and water conservation practices
- Hazard identification, reporting, and corrective response
- Emergency response and extraordinary maintenance services

AZTEC personnel possess extensive experience maintaining landscaped environments with varying terrain conditions, irrigation systems, plant palettes, erosion-sensitive areas, roadway landscaping, and decomposed granite surfaces comparable to those identified within the Mira Mesa MAD.

Knowledge of City Maintenance Requirements

AZTEC understands the City of San Diego's expectations regarding landscape appearance, irrigation efficiency, public safety, responsiveness, and contract compliance. Our staff is experienced in performing work in accordance with established Service Frequencies, Work Schedules, inspection requirements, and reporting procedures associated with municipal landscape maintenance contracts.

AZTEC personnel are trained to:

- Identify and report irrigation leaks, hazards, damaged infrastructure, and water waste
- Maintain irrigation systems to minimize runoff and excessive water use
- Implement stormwater BMPs and environmental compliance measures
- Safely operate equipment near public roadways and pedestrian areas
- Maintain landscaped areas in a safe, clean, healthy, and aesthetically acceptable condition
- Respond quickly to emergency maintenance issues and extraordinary work requests

Because AZTEC maintains active field operations throughout the region, our crews and supervisors are strategically positioned to provide rapid response and uninterrupted maintenance services throughout the contract term.

Qualified Staffing and Certifications

AZTEC assigns qualified personnel who meet or exceed the staffing, supervisory, and experience requirements identified in Exhibit B, including Field Supervisors, Irrigation Specialists, Non-Working Supervisors, and trained landscape maintenance personnel.

All assigned personnel are trained in:

- Irrigation system maintenance and troubleshooting
- Hazard identification and reporting
- Equipment operation and jobsite safety
- Stormwater compliance and BMP implementation
- Public safety awareness and traffic-adjacent operations
- OSHA and CAL-OSHA safety requirements

AZTEC maintains all required licenses and certifications, including:

- C-27 Contractor License
- Current DIR Registration
- Qualified Applicator Licenses and Certificates
- Pest Control Business License
- Pest Control Advisor oversight
- Recycled Water Site Supervisor certification
- Certified Arborists
- Certified Landscape Technicians

Capacity and Operational Resources

With more than 445 employees, dedicated operational support staff, in-house fleet maintenance capabilities, and strategically positioned resources throughout San Diego County, AZTEC possesses the workforce capacity and operational infrastructure necessary to successfully perform all routine and extraordinary maintenance services required under this contract.

AZTEC maintains dedicated fleet, equipment, warehouse, dispatch, and supervisory resources that support efficient scheduling, equipment reliability, and rapid response throughout the region. Our in-house mechanic shop and fleet support personnel help minimize downtime and support uninterrupted contract performance.

Conclusion

AZTEC's decades of municipal landscape maintenance experience, qualified staffing structure, local operational presence, certified personnel, and proven ability to maintain public infrastructure throughout the City of San Diego and comparable municipal environments make our firm exceptionally qualified to perform the services required for the Mira Mesa Maintenance Assessment District. AZTEC is fully committed to providing the City of San Diego with responsive, safe, reliable, and high-quality landscape maintenance services throughout the contract term.

STAFFING PLAN

AZTEC Landscaping, Inc. ("AZTEC") will provide qualified supervisory personnel, irrigation staff, landscape maintenance crews, and operational support necessary to perform all services required for the Mira Mesa Maintenance Assessment District (MAD). AZTEC is committed to maintaining the staffing levels, supervision, responsiveness, and operational support necessary to perform all work in accordance with the Exhibit B Service Frequencies, Work Schedules, and maintenance standards identified in this solicitation.

Our staffing structure is designed to provide consistent supervision, quality control, responsive communication, and uninterrupted landscape maintenance services throughout the contract term.

1. Organizational Structure

Chief Executive Officer – Rafael A. Aguilar

Mr. Aguilar provides executive oversight for AZTEC's municipal landscape maintenance operations and public agency contracts throughout the region. He is responsible for overall contract performance, resource allocation, operational support, and ensuring AZTEC maintains the staffing, equipment, and supervisory resources necessary to successfully perform this contract.

Mr. Aguilar possesses extensive experience in landscape maintenance operations, irrigation management, stormwater compliance, and municipal contract administration. He provides executive-level oversight to support consistent service quality, responsiveness, and contract compliance.

Account Manager / Non-Working Supervisor – Mauricio Lopez

AZTEC will assign Mauricio Lopez as the Account Manager and Non-Working Supervisor for this contract in accordance with Exhibit B requirements. Mr. Lopez will serve as AZTEC's primary liaison with the City and will oversee scheduling, quality assurance, inspections, and overall contract compliance.

Responsibilities include:

- Oversight of daily operations and staffing coordination
 - Quality control inspections and corrective action management
 - Coordination of extraordinary services and emergency response
 - Communication with the City regarding scheduling and operational issues
 - Oversight of inspection reporting and documentation
 - Monitoring Service Frequencies and Work Schedule compliance
-

Field Supervisor – David Vivar

AZTEC will assign one dedicated Field Supervisor to oversee day-to-day field operations for this contract in accordance with Exhibit B staffing requirements.

Responsibilities include:

- Direct supervision of field crews and maintenance activities
- Daily site inspections and operational oversight
- Coordination of irrigation troubleshooting and repairs
- Documentation of maintenance activities and site conditions
- Ensuring compliance with Exhibit B service requirements
- Communication with the Account Manager regarding deficiencies, hazards, or corrective actions
- Real-time response to operational and emergency maintenance issues

The Field Supervisor will maintain mobile communication capability to support rapid response and efficient coordination with City representatives and AZTEC management personnel in accordance with Exhibit B requirements.

Irrigation Technician – Jose Moreno

AZTEC will assign qualified Irrigation Specialist support for this contract in accordance with Exhibit B requirements.

Responsibilities include:

- Irrigation controller programming and troubleshooting
- Irrigation inspections, repairs, and adjustments
- Water management and runoff prevention
- Monitoring irrigation system performance
- Immediate response to irrigation failures and leaks
- Compliance with water conservation requirements and BMPs

AZTEC's irrigation personnel possess extensive experience maintaining municipal irrigation systems, smart controllers, recycled water systems, and roadway landscape irrigation infrastructure comparable to the systems identified within the Mira Mesa MAD.

Landscape Maintenance Crews

AZTEC will assign experienced, full-time landscape maintenance crews to perform all routine and extraordinary maintenance services required under this contract.

Crew responsibilities include:

- Mowing, edging, pruning, and weed abatement
- Irrigation inspections and minor repairs
- Litter removal and site cleaning
- Slope and erosion control maintenance
- Mulching, fertilization, and plant care
- Decomposed granite maintenance and leveling
- Hazard identification and reporting

At least one English-speaking Crew Leader or Supervisor will be present during all scheduled maintenance operations in accordance with Exhibit B requirements.

Corporate Administrative & Operational Support

AZTEC maintains dedicated administrative, payroll, compliance, HR, fleet, and operational support personnel to ensure efficient scheduling, staffing coordination, reporting, invoicing, and uninterrupted contract performance.

Capacity and Operational Resources

With more than 445 employees, dedicated supervisory personnel, in-house fleet maintenance capabilities, and strategically positioned operational resources throughout San Diego County, AZTEC possesses the staffing capacity and operational infrastructure necessary to successfully perform all required maintenance services under this contract.

AZTEC maintains dedicated fleet, equipment, warehouse, dispatch, and supervisory resources that support efficient scheduling, equipment reliability, rapid response capability, and uninterrupted contract performance throughout the Mira Mesa MAD.

2. Personnel Qualifications

Account Manager / Non-Working Supervisor

Over 13 years of experience managing municipal landscape maintenance contracts throughout San Diego County. Highly experienced in contract administration, inspection reporting, quality control, scheduling coordination, performance management, and communication with City representatives regarding contract operations and service requirements.

Field Supervisor

Over 35 years of combined experience overseeing municipal landscape maintenance operations, irrigation systems, roadway landscapes, slopes, ornamental plant material, and public right-of-way maintenance activities. Experienced in crew supervision, quality control inspections, hazard identification, irrigation troubleshooting, and coordination of daily maintenance operations. Fluent in English with strong communication and problem-solving skills.

Irrigation Specialist

More than 7 years of experience in irrigation system installation, maintenance, troubleshooting, programming, and repair, including smart controllers, potable water systems, and recycled water systems. Experienced in water management, runoff prevention, leak response, and maintaining irrigation systems in proper operating condition in accordance with City requirements.

Crew Leaders

More than 8 years of experience supervising landscape maintenance crews performing municipal landscape maintenance services. Responsible for daily work coordination, quality control, safety compliance, scheduling support, and communication with supervisory personnel.

Landscape Maintenance Personnel

Experienced landscape maintenance personnel trained in turf maintenance, slope and erosion control, pruning, irrigation inspections, weed abatement, litter control, ornamental plant care, decomposed granite maintenance, and general municipal landscape maintenance operations. Personnel possess experience maintaining roadway corridors, medians, slopes, landscaped public areas, and irrigation systems comparable to the Contract Sites identified in Exhibit B.

3. Staffing Levels & Coverage

Daily Staffing Deployment

- 1 Account Manager / Non-Working Supervisor
- 1 Field Supervisor
- Qualified Irrigation Specialist support
- Landscape maintenance crews as necessary to fulfill all required Service Frequencies and contract requirements

Work Hours

- Regular work hours: Monday through Friday, 6:00 a.m. – 3:30 p.m.
- Emergency response available as required by Exhibit B

4. Responsibilities by Role

Account Manager / Non-Working Supervisor

Responsible for overall contract administration, scheduling coordination, quality assurance inspections, documentation, communication with the City, and monitoring compliance with Exhibit B service requirements. Duties include review of inspection reports, corrective action coordination, extraordinary work oversight, and overall operational management of the contract.

Field Supervisor

Responsible for daily field oversight, crew supervision, scheduling coordination, quality control inspections, irrigation coordination, hazard reporting, and ensuring maintenance activities are performed in accordance with Contract requirements.

Irrigation Specialist

Responsible for irrigation inspections, controller programming, system troubleshooting, repairs, leak response, water management, and maintaining irrigation systems in proper operating condition in accordance with City standards.

Landscape Maintenance Crews

Responsible for routine and infrequent landscape maintenance services including mowing, edging, pruning, weed abatement, litter removal, slope maintenance, irrigation inspections, decomposed granite maintenance, and maintaining overall site cleanliness and appearance.

5. Staffing Continuity & Backup Support

AZTEC maintains a large, cross-trained workforce with additional supervisory personnel, irrigation specialists, and landscape maintenance crews available to support this Contract as needed. Backup personnel are available to accommodate vacations, illness, emergency response, or increased seasonal workload demands without interruption to required maintenance frequencies or service quality.

6. Start-Up Transition Plan

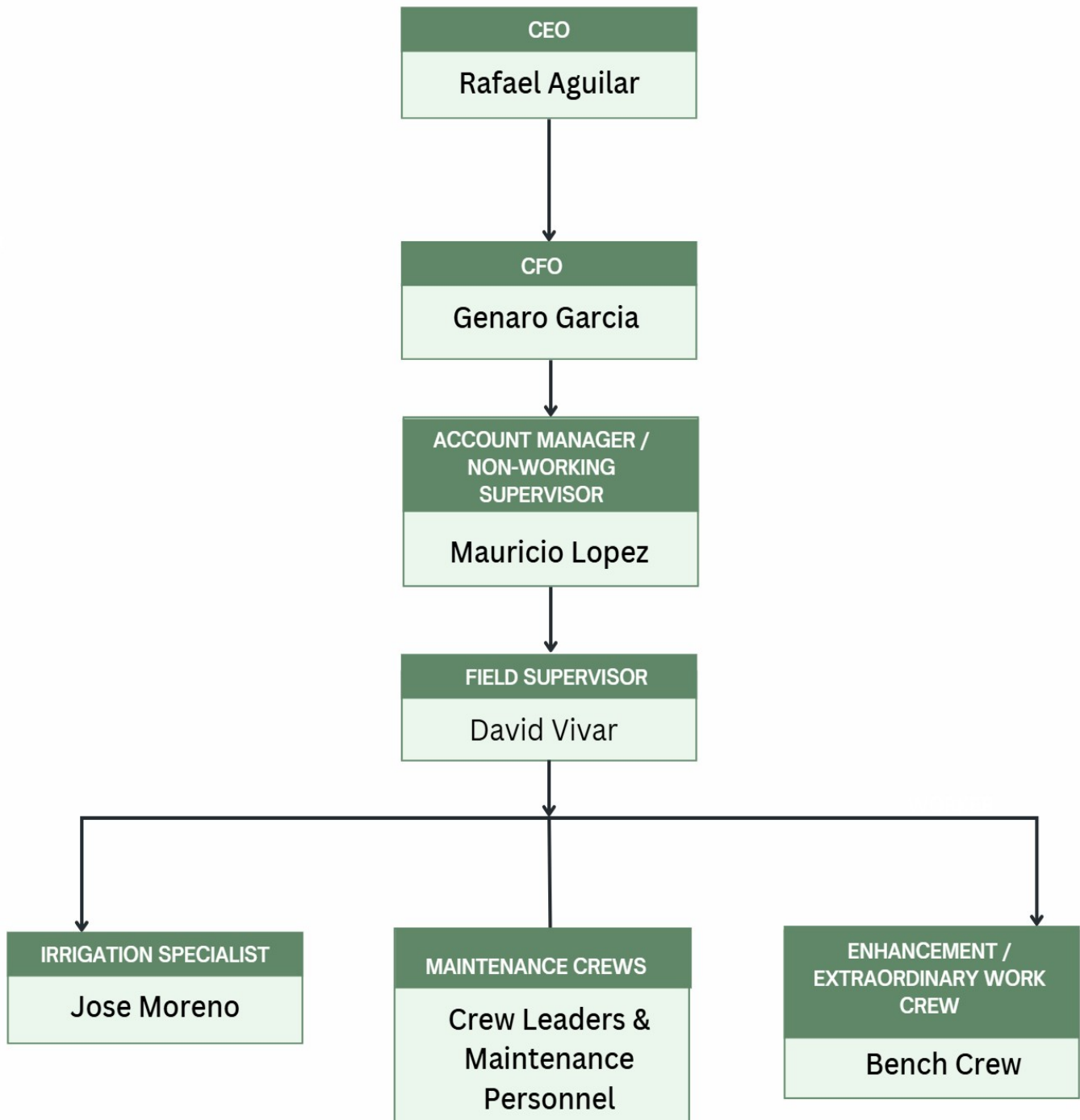
Upon award, AZTEC will:

- Conduct initial site evaluations and irrigation inspections
- Review site conditions and maintenance priorities
- Finalize routing schedules and Work Plans
- Coordinate site walkthroughs with City representatives
- Establish inspection, reporting, and communication procedures
- Address initial corrective maintenance items as authorized by the City

7. Safety & Compliance

All AZTEC personnel assigned to this Contract will comply with applicable OSHA, CAL-OSHA, traffic safety, stormwater BMP, and City safety requirements. Personnel will maintain professional conduct, proper uniforms, and communication capabilities in accordance with Exhibit B requirements.

PROJECT ORGANIZATIONAL CHART



R/A

Rafael Aguilar

CHIEF EXECUTIVE OFFICER



619-464-3303



rafael@azteclandscaping.com



San Diego / CA

ABOUT ME

*Chief Executive Officer for
Aztec Landscaping, Inc.*

Since 1995

The objective in this position is to deliver quality, consistent, reliable, and efficient landscape services through each Team Leader and Member.

STRENGTHS

- Extensive experience with State, Federal, local and private landscape/grounds maintenance specifications
- Knowledge of Pesticide regulations and procedures
- Tree and shrub trimming, sod installation, fertilizing, de-thatch, aerification, hydro-seeding, topdressing, checking and maintaining irrigation systems including Calsense irrigation, Maxi Com, Hunter ICC, pest control, weed control and prevention
- Warehousing, production control, quality control, and inventory control
- Fundamental knowledge in repair and maintenance of irrigation systems
- Extensive knowledge in estimating/bidding procedures
- Manages over 110 active accounts in landscape, tree work, and all phases of landscape construction

EXPERIENCE

Chief Executive Officer

Aztec Landscaping, Inc. / San Diego, CA / 1995 - Present

Currently Manages over three hundred (300) full time employees, Supervises nine (9) Account Managers, oversees Production of the company, Quality Assurance, Recruits, interviews, hires, disciplines, evaluates and terminates landscape maintenance field staff, in fluent both English and Spanish, manages inventory of materials and equipment for the entire company, Supervises the mixing and application of herbicides and pesticides, negotiates and binds landscape contracts, conducts walkthroughs with client, promotes landscape maintenance and landscape construction programs offered by company. Company representative for public affairs and is responsible for purchasing and implementing of latest landscape tools and products to improve quality and implementing of latest landscape tools and products to improve quality and productivity. Recognized leader with ability to prioritize, coordinate and direct multiple tasks ensuring accuracy and regulatory compliance.

CERTIFICATES

Certified Qualified Pesticide Applicator for Category B License No. 102595

Certified Arborist No. WE-8438A

Certificate holder for Sports Fields maintenance

Certificate holder for Storm Drain Prevention

Certificate holder for Water Conservation

Certificate of training in "Traffic Control" and "Traffic Control Flagger"

Ornamental Horticulturist



Mauricio
Lopez

ACCOUNT MANAGER



619-464-3303



mlopez@azteclandscaping.com



San Diego / CA

ABOUT ME

*Account Manager for Aztec
Landscaping, Inc.*

Since 2011

Highly skilled and result-driven
Account Manager with over 13 years of
experience managing landscape for
commercial and public properties.

STRENGTHS

- Landscape Design and Installation
- Horticulture and Plant Care
- Irrigation and Water Management Systems
- Project Planning and Coordination
- Equipment Maintenance and Safety
- Sustainable Landscaping Practices
- Soil and Turf Management

EXPERIENCE

Landscaping Supervisor / Account Manager

Aztec Landscaping, Inc. / San Diego, CA / 2011 - Present

- Supervise and coordinate landscape maintenance crews performing municipal landscape maintenance, irrigation inspections, pruning, weed abatement, and site cleanup activities.
- Coordinate daily scheduling, routing, and quality control inspections to ensure timely completion of maintenance services.
- Monitor irrigation system performance and coordinate repairs to support water conservation and landscape health.
- Maintain communication with management personnel regarding scheduling, deficiencies, safety concerns, and operational priorities.

CERTIFICATES

- *Recycled Water Certification*

D/V David Vivar

FIELD SUPERVISOR



619-464-3303



dvivar@azteclandscaping.com



San Diego / CA

ABOUT ME

Field Supervisor for Aztec Landscaping, Inc.

Since 2022

Landscape maintenance professional with experience supporting municipal and commercial landscape maintenance operations throughout San Diego County. Skilled in crew coordination, irrigation support, safety compliance, and daily landscape maintenance services.

STRENGTHS

- Municipal landscape maintenance supervision
- Crew leadership and daily field coordination
- Irrigation system monitoring and repairs
- Slope, median, and roadway landscape maintenance
- Stormwater BMP compliance and erosion control awareness
- Equipment operation, maintenance, and safety compliance
- Public right-of-way safety and traffic awareness
- Project planning, scheduling, and quality control inspections

EXPERIENCE

Landscaping Supervisor / Field Supervisor

Aztec Landscaping, Inc. / San Diego, CA / 2022 – Present

- Supervise daily municipal landscape maintenance operations for roadway corridors, medians, slopes, parks, and public agency properties throughout San Diego County
- Coordinate and direct landscape maintenance crews to ensure compliance with Contract requirements, Work Schedules, and maintenance standards
- Conduct site inspections, identify deficiencies and safety concerns, and coordinate corrective actions
- Oversee irrigation inspections, troubleshooting, repairs, and water management activities
- Monitor mowing, edging, pruning, weed abatement, litter control, and general site maintenance operations
- Enforce OSHA safety requirements, PPE standards, safe equipment operation, and traffic awareness procedures
- Coordinate field operations, scheduling adjustments, emergency response activities, and communication with supervisory personnel and public agency representatives

CERTIFICATES

- *City of San Diego Recycled Water Certification*

Landscape Maintenance Crew – Experience & Qualifications

AZTEC will assign experienced Landscape Maintenance personnel to perform all services required for the Mira Mesa Maintenance Assessment District (MAD). All crew members possess experience performing municipal landscape maintenance services for roadway corridors, medians, slopes, decomposed granite areas, irrigation systems, and landscaped public areas comparable to the Contract Sites identified in Exhibit B. Personnel will work under the direct supervision of qualified Crew Leaders and Field Supervisors in accordance with Contract requirements, Service Frequencies, and Work Schedules.

Relevant Experience & Core Strengths

- Municipal landscape maintenance for roadway corridors, medians, slopes, and public right-of-way areas
 - Turf mowing, edging, trimming, pruning, weed abatement, and litter control
 - Irrigation inspections, minor repairs, and water management support
 - Slope and erosion control maintenance
 - Decomposed granite maintenance and general landscape cleanup services
 - Use of commercial landscape maintenance equipment and hand tools
 - Daily coordination with Crew Leaders and Field Supervisors
 - Compliance with site-specific safety procedures and maintenance schedules
 - Hazard identification and reporting
 - Proper handling and application of herbicides and pesticides in accordance with applicable regulations and company safety procedures
-

Qualifications

- Minimum 3–5 years of experience performing commercial and municipal landscape maintenance services
 - Ability to follow Work Schedules, safety procedures, and supervisory direction
 - Experience performing mowing, edging, pruning, planting, weed abatement, and litter removal services
 - Proficient in the operation of landscape maintenance tools and equipment including mowers, line trimmers, hedge trimmers, blowers, and hand tools
 - Ability to safely load, unload, and operate maintenance equipment and materials
 - Trained in proper PPE usage, safe equipment operation, and site safety procedures
 - Knowledge of irrigation system components and landscape maintenance best practices
-

Supervision & Compliance

All Landscape Maintenance personnel operate under the direct supervision of assigned Crew Leaders and Field Supervisors. AZTEC ensures compliance with applicable OSHA, CAL-OSHA, stormwater BMP, and Contract safety requirements. Personnel will maintain professional conduct, proper uniforms, and communication capabilities in accordance with Contract requirements.

APPROACH

AZTEC Landscaping, Inc. ("AZTEC") has carefully reviewed the requirements of the Mira Mesa Maintenance Assessment District (MAD) Landscape Maintenance Contract, including Exhibit B – Specifications, and understands the City's expectations regarding landscape appearance, irrigation efficiency, responsiveness, public safety, water conservation, and overall contract compliance. AZTEC's approach is designed to provide consistent, high-quality landscape maintenance services while maintaining safe, clean, healthy, and aesthetically acceptable public landscapes throughout all Contract Sites.

Our approach combines experienced municipal landscape personnel, active field supervision, irrigation management expertise, and responsive operational support, structured quality control procedures, and responsive operational support to ensure all maintenance services are performed in accordance with the Contract requirements, Service Frequencies, and Work Schedules identified in Exhibit B.

1. Contract Review & Operational Planning

Prior to commencement of services, AZTEC will conduct a comprehensive review of all Contract requirements, site conditions, irrigation systems, maintenance priorities, and operational considerations associated with the Mira Mesa MAD.

This process includes:

- Verification of all Contract Site locations and maintenance areas
- Review of required Service Frequencies and Work Schedule requirements
- Evaluation of irrigation systems, controllers, and site conditions
- Identification of access constraints, safety considerations, and operational priorities
- Development of routing schedules and staffing assignments
- Establishment of communication and reporting procedures

This review process ensures staffing, scheduling, routing, and operational planning are fully coordinated prior to the start of services.

2. Dedicated Staffing & Supervision

AZTEC will assign qualified supervisory personnel, irrigation specialists, and experienced landscape maintenance crews to perform all work required under this Contract in accordance with Exhibit B staffing requirements.

The staffing structure for this Contract includes:

- Account Manager / Non-Working Supervisor responsible for contract administration, communication with the City, scheduling coordination, quality assurance inspections, and corrective action oversight
- Dedicated Field Supervisor responsible for daily field operations, crew supervision, quality control inspections, hazard reporting, and operational coordination
- Qualified Irrigation Specialist support responsible for irrigation inspections, controller programming, troubleshooting, repairs, and water management

- Experienced Landscape Maintenance Crews responsible for routine and infrequent maintenance services throughout the Contract Sites

AZTEC maintains additional staffing resources and backup personnel to support emergency response, extraordinary work, seasonal workload demands, and uninterrupted contract performance.

3. Scope-Compliant Landscape Maintenance

AZTEC will perform all landscape maintenance services in accordance with Exhibit B maintenance standards, Service Frequencies, and Work Schedule requirements.

Services include:

- Irrigation inspections, troubleshooting, adjustments, repairs, and controller programming
- Turf mowing, edging, trimming, and weed abatement
- Tree, shrub, and groundcover pruning
- Slope and erosion control maintenance
- Decomposed granite maintenance and leveling
- Fertilization and plant health maintenance
- Litter removal and general site cleanup
- Hazard identification, reporting, and corrective response
- Removal and lawful disposal of green waste and debris

All maintenance activities will be performed using horticulturally acceptable landscape maintenance practices consistent with City standards and contract requirements.

4. Irrigation & Water Management

AZTEC understands the importance of proactive irrigation management and water conservation within municipal landscape maintenance operations. Irrigation systems will be routinely inspected and adjusted to promote healthy plant growth while minimizing runoff, overspray, and water waste in accordance with Exhibit B requirements.

AZTEC's irrigation approach includes:

- Routine irrigation inspections and controller monitoring
- Immediate response to irrigation failures and leaks
- Water management adjustments based on seasonal conditions
- Runoff prevention and BMP implementation
- Monitoring irrigation coverage and system performance
- Coordination of irrigation repairs and corrective maintenance

AZTEC personnel are experienced in maintaining municipal irrigation systems, smart controllers, potable water systems, and recycled water systems throughout the City of San Diego and comparable municipal environments.

5. Quality Control & Inspections

AZTEC maintains a proactive quality control program designed to ensure consistent contract compliance and maintenance quality throughout the Mira Mesa MAD.

Quality control procedures include:

- Daily oversight by supervisory personnel
- Routine inspections of Contract Sites
- Monitoring of irrigation system performance and landscape conditions
- Documentation and correction of deficiencies
- Follow-up inspections to verify corrective work completion
- Ongoing review of Service Frequency compliance and operational performance

This structured approach allows AZTEC to identify and address maintenance concerns proactively while maintaining consistent landscape quality throughout the Contract term.

6. Communication & Responsiveness

AZTEC understands the importance of responsive communication and timely coordination with City representatives. Supervisory personnel will maintain communication capability during working hours and will coordinate directly with the City regarding operational issues, irrigation concerns, hazard reporting, scheduling adjustments, and extraordinary work requests.

AZTEC maintains operational resources capable of responding to emergency maintenance issues and extraordinary work requirements in a timely and professional manner.

7. Equipment & Operational Resources

AZTEC will provide all labor, supervision, materials, tools, transportation, and commercial-grade equipment necessary to perform the required services under this Contract.

Operational resources include:

- Commercial mowing, edging, pruning, and blowing equipment
- Irrigation diagnostic tools and repair equipment
- Trucks and trailers for transportation of crews, debris, and materials
- Hand tools and specialized maintenance equipment
- Dedicated dispatch, warehouse, and fleet support resources

AZTEC maintains in-house fleet maintenance and mechanic support personnel to help ensure equipment reliability and minimize downtime.

8. Safety & Environmental Compliance

Safety is an essential component of AZTEC's operations. All personnel assigned to this Contract will comply with applicable OSHA, CAL-OSHA, traffic safety, stormwater BMP, water conservation, and Contract safety requirements.

Personnel are trained in:

- Proper PPE usage
- Safe equipment operation
- Hazard identification and reporting
- Stormwater BMP implementation
- Public safety awareness
- Proper handling of landscape materials and chemicals

Licensed personnel will perform all pesticide and herbicide applications in accordance with applicable regulations and Contract requirements.

Conclusion

AZTEC's approach is proactive, organized, and fully aligned with the requirements of the Mira Mesa Maintenance Assessment District Landscape Maintenance Contract. Our experienced municipal landscape personnel, responsive supervision, irrigation expertise, operational resources, and commitment to quality service position AZTEC to provide dependable, safe, and professional landscape maintenance services throughout the term of the Contract.

DAILY WORK PLAN

AZTEC Landscaping, Inc. (“AZTEC”) will implement a structured Daily Work Plan designed to ensure all landscape maintenance services for the Mira Mesa Maintenance Assessment District (MAD) are performed safely, efficiently, and in full compliance with Exhibit B Service Frequencies, Work Schedules, and Contract requirements.

Through proactive supervision, qualified staffing, irrigation management, and ongoing coordination with the City, AZTEC will maintain all Contract Sites in a safe, clean, healthy, and aesthetically acceptable condition consistent with City standards.

To maximize operational efficiency and minimize non-productive travel time, landscape maintenance crews assigned to this Contract will be strategically routed and deployed throughout the service area based on maintenance frequencies, site priorities, irrigation requirements, and operational needs.

AZTEC maintains local fleet, equipment, warehouse, dispatch, and operational support resources to support reliable daily operations, rapid response capability, and uninterrupted service throughout the Contract term.

Dedicated supervisory vehicles, irrigation service vehicles, and landscape maintenance crew vehicles will support daily maintenance operations throughout the Mira Mesa MAD. This operational structure supports consistent field supervision, irrigation responsiveness, efficient routing, and timely completion of all routine and extraordinary maintenance activities required under the Contract.

DAILY OPERATIONS STRUCTURE

Role	Primary Purpose	Key Daily Responsibilities
Field Supervisor	Daily field oversight and quality control	Conduct site inspections; verify Work Schedule completion; coordinate crews; monitor safety compliance; identify deficiencies; communicate operational issues
Irrigation Specialist	Irrigation system management	Inspect irrigation systems; troubleshoot leaks and malfunctions; perform repairs and adjustments; monitor water management and runoff prevention
Landscape Maintenance Crews	Routine landscape maintenance services	Mowing, edging, pruning, weed abatement, litter removal, slope maintenance, decomposed granite maintenance, irrigation inspections, and general site cleanup
Account Manager / Non-Working Supervisor	Administrative oversight and contract compliance	Review inspections and documentation; coordinate communication with the City; monitor scheduling, reporting, quality assurance, and corrective actions

DAILY WORKFLOW TIMELINE

Timeframe	Activity	Responsible Role
Start of Shift	Site walkthrough and hazard identification	Field Supervisor
Morning Briefing	Tailgate safety meeting, stretching exercises, and task assignments	Field Supervisor
Daily Operations	Scheduled landscape maintenance services performed in accordance with Service Frequencies and Work Schedules	Landscape Maintenance Crews
Throughout Day	Irrigation inspections, repairs, controller adjustments, and operational monitoring	Irrigation Specialist
Throughout Day	Quality control inspections and operational oversight	Field Supervisor
End of Shift	Final inspection and correction of deficiencies	Field Supervisor

QUALITY CONTROL & RESPONSIVENESS

AZTEC's Daily Work Plan is built around proactive supervision, efficient scheduling, irrigation management, and responsive communication to ensure all Contract Sites are maintained in accordance with Contract requirements and City expectations.

Daily coordination between supervisory personnel, irrigation support staff, and landscape maintenance crews allows operational issues, irrigation deficiencies, hazards, and maintenance concerns to be identified and corrected promptly while maintaining safe working conditions, efficient water management, and consistent landscape quality throughout the Contract term.

SAMPLE ANNUAL WORK SCHEDULE (EXAMPLE)

The following Annual Work Schedule is provided as an example of how routine, periodic, and infrequent landscape maintenance activities for the Mira Mesa Maintenance Assessment District (MAD) will be scheduled and performed throughout the Contract term in accordance with Exhibit B Service Frequencies and Work Schedule requirements. Final schedules will be coordinated with the Technical Representative and adjusted as necessary based on seasonal conditions, irrigation demands, operational priorities, and site-specific maintenance needs.

Activity	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Routine Landscape Maintenance (Mowing, Edging, Pruning, Litter Removal, Site Cleanup)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Irrigation Inspections, Adjustments & Controller Monitoring	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Weed Abatement & Vegetation Control	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Slope & Erosion Control Maintenance	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Decomposed Granite Inspections & Leveling	✓		✓		✓		✓		✓		✓	
Fertilization & Soil Amendments		✓	✓			✓			✓	✓		
Turf Aeration / Renovation		✓	✓						✓	✓		
Tree & Shrub Pruning		✓	✓						✓	✓		
Storm Drain & Drainage Inspections / BMP Monitoring	✓			✓			✓			✓		
Site Walkthroughs & Quality Control Inspections	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

Notes

- Routine landscape maintenance services will be performed in accordance with required Service Frequencies, Work Schedules, and operational priorities identified in Exhibit B.

- Irrigation schedules and controller adjustments will be modified seasonally to support water conservation, runoff prevention, and healthy landscape conditions.
- Additional inspections, irrigation repairs, emergency response activities, and extraordinary work may be performed as required by site conditions or directed by the Technical Representative.
- Final schedules may be adjusted based on weather conditions, seasonal growth patterns, irrigation demands, and City direction.

SAFETY PLAN

AZTEC Landscaping, Inc. ("AZTEC") maintains a comprehensive safety program designed to protect employees, City staff, pedestrians, motorists, and the public while performing landscape maintenance services within the Mira Mesa Maintenance Assessment District (MAD). Safety responsibilities are integrated into all daily operations, field supervision, equipment usage, irrigation activities, and employee conduct to ensure work is performed safely, efficiently, and in full compliance with OSHA, CAL-OSHA, City requirements, and Exhibit B of the Contract.

AZTEC recognizes that the Mira Mesa MAD includes roadway corridors, medians, slopes, sidewalks, decomposed granite areas, irrigation systems, storm drain infrastructure, and other public-accessible areas requiring continuous attention to public safety, traffic awareness, hazard prevention, water management, and proper work zone practices.

All personnel assigned to this Contract will receive safety training related to:

- Proper PPE usage
- Safe equipment operation
- Hazard identification and reporting
- Traffic awareness and roadside operations
- Stormwater BMP implementation
- Irrigation safety and water management
- Heat illness prevention
- Proper handling and application of herbicides and pesticides
- Emergency response procedures

Daily tailgate safety meetings will be conducted by supervisory personnel prior to the start of field operations to review work assignments, site-specific hazards, weather conditions, equipment safety, traffic considerations, and operational concerns. Supervisors will continuously monitor field operations to ensure compliance with established safety procedures and Contract requirements.

AZTEC personnel will maintain professional conduct, proper uniforms, communication capability, and safe work practices throughout all Contract Sites. All vehicles, trailers, and landscape maintenance equipment utilized under this Contract will be routinely inspected and maintained to support safe and reliable operations.

Because the Mira Mesa MAD includes roadway landscaping, medians, pedestrian-accessible areas, and traffic-adjacent work zones, AZTEC will implement appropriate traffic awareness and work zone safety practices to minimize disruption and protect the public during maintenance operations. Personnel will maintain

continuous awareness of surrounding pedestrian and vehicle traffic while performing mowing, edging, pruning, irrigation repairs, litter removal, decomposed granite maintenance, and other routine landscape maintenance services.

AZTEC will immediately report observed hazards, damaged infrastructure, irrigation failures, unsafe conditions, or emergency situations to supervisory personnel and City representatives in accordance with Contract requirements. Corrective actions and emergency response activities will be coordinated promptly to protect public safety, minimize operational impacts, and maintain safe site conditions.

Licensed personnel will perform all pesticide and herbicide applications in accordance with applicable regulations, manufacturer requirements, and Contract specifications. AZTEC will also implement stormwater BMPs and water conservation practices to minimize runoff, prevent pollutant discharge, and maintain compliance with environmental regulations and City requirements.

AZTEC's proactive safety approach is designed to support safe working conditions, minimize operational risks, protect City assets, and ensure all landscape maintenance services are performed safely, professionally, and in accordance with Contract requirements throughout the term of the Contract.

SAFETY MATRIX

Safety Category	Policy / Requirement	Daily Implementation	Responsible Party
<i>Safety Accountability</i>	Accident prevention is a primary responsibility at all levels of the organization.	Supervisors incorporate safety into daily planning, inspections, and crew direction.	All Supervisors & Employees
<i>Hazard Identification & Reporting</i>	Unsafe conditions and hazards must be identified and reported immediately.	Daily site walkthroughs performed; hazards reported to supervisory personnel and the Technical Representative as required.	Field Supervisor / Crew
<i>Incident & Injury Reporting</i>	All injuries and incidents must be reported immediately regardless of severity.	Incidents documented and reported before the end of the shift.	Employee / Supervisor
<i>Drug & Alcohol Policy</i>	Zero tolerance for drugs and alcohol while on duty.	Pre-employment, post-incident, and reasonable suspicion testing enforced.	Management
<i>Hazard Communication (HazCom)</i>	Compliance with OSHA Hazard Communication requirements.	SDS maintained; containers labeled; employees trained prior to chemical use.	Supervisor / Licensed Personnel
<i>Chemical Handling & Pesticide Use</i>	Only trained and licensed personnel may handle or apply chemicals.	Chemical applications performed in accordance with Contract requirements and applicable regulations.	Licensed Applicators
<i>Personal Protective Equipment (PPE)</i>	Required PPE must be worn at all times while performing work.	Safety vests, gloves, eye protection, hearing protection, proper footwear, and uniforms enforced daily.	Supervisors / Employees
<i>Public & Traffic Safety</i>	Work must not create hazards to pedestrians, motorists, or adjacent properties.	Safe work zones maintained; crews monitor pedestrian and vehicle traffic during operations.	Field Supervisor / Crew
<i>Equipment Safety</i>	Employees may only operate equipment they are trained and authorized to use.	Equipment inspected daily; unsafe equipment removed from service immediately.	Supervisor / Crew
<i>Stormwater BMP Compliance</i>	Storm drains and drainage systems must remain free of debris and pollutants.	Crews monitor debris control and prevent discharge of landscape waste into drains or streets.	Field Supervisor / Crew
<i>Cell Phone Use</i>	Handheld cell phone use prohibited while operating equipment or vehicles.	Policy reinforced during daily safety meetings and field supervision.	All Employees

DAILY SAFETY PROCEDURES

AZTEC incorporates daily safety procedures into all field operations throughout the Mira Mesa MAD, including:

- Morning tailgate safety meetings
- Stretching and injury prevention exercises

- Daily vehicle and equipment inspections
- Hazard identification and reporting
- Traffic and pedestrian awareness reviews
- Verification of PPE compliance
- Review of irrigation, weather, and site-specific operational concerns
- Stormwater BMP and water conservation awareness

Field Supervisors continuously monitor crews throughout the workday to ensure compliance with safety procedures, safe equipment operation, and proper work practices.

PUBLIC & SITE SAFETY

AZTEC understands that Contract Sites are located within active public-use areas, roadway corridors, medians, sidewalks, slopes, and pedestrian-accessible environments throughout the Mira Mesa MAD. Crews will perform operations in a manner that minimizes disruption to pedestrians, motorists, and adjacent properties while maintaining safe and efficient work zones at all times.

All debris generated during maintenance operations will be removed from the site and will not be blown into streets, sidewalks, storm drains, decomposed granite areas, or adjacent properties in accordance with Contract requirements and stormwater BMP practices.

Supervisory personnel will monitor field operations to ensure proper traffic awareness, equipment safety, irrigation management, and hazard prevention throughout all maintenance activities.

SUMMARY

AZTEC's Safety Program is proactive, structured, and fully integrated into daily operations. Through continuous supervision, employee training, hazard awareness, irrigation management, proper equipment usage, stormwater BMP compliance, and clear accountability, AZTEC maintains safe working conditions while protecting City assets, the public, and assigned personnel throughout the term of the Contract.

SAFETY WORK PLAN

AZTEC Landscaping, Inc. ("AZTEC") implements a structured Safety Work Plan designed to protect employees, City staff, pedestrians, motorists, and the public while performing landscape maintenance services within the Mira Mesa Maintenance Assessment District (MAD). Safety responsibilities are assigned by role and enforced daily through supervision, training, inspections, hazard awareness, irrigation management, and immediate corrective action in accordance with OSHA, CAL-OSHA, City requirements, and Exhibit B of the Contract.

Because the Mira Mesa MAD includes roadway corridors, medians, slopes, sidewalks, decomposed granite areas, storm drain infrastructure, irrigation systems, and public-accessible areas, AZTEC places strong emphasis on traffic awareness, pedestrian safety, water management, stormwater BMP compliance, proper work zone practices, and safe equipment operation during all maintenance activities.

SAFETY RESPONSIBILITIES BY ROLE

Role	Key Safety Responsibilities
Field Supervisor	- Conduct daily tailgate safety meetings and site walkthroughs prior to work commencement - Identify and address site-specific hazards including traffic, slopes, drainage areas, irrigation issues, pedestrians, and uneven terrain - Enforce PPE requirements and safe equipment operation - Maintain safe work zones near streets, sidewalks, medians, and public-use areas - Monitor crew compliance with safety procedures, Service Frequencies, and operational requirements - Immediately report hazards, damaged infrastructure, irrigation failures, vandalism, or unsafe conditions to supervisory personnel and the Technical Representative as required - Coordinate emergency response activities and corrective actions when necessary
Irrigation Specialist	- Inspect irrigation systems for leaks, runoff, overspray, erosion, or unsafe conditions - Adjust irrigation programming to support water conservation and prevent discharge into sidewalks, streets, decomposed granite areas, or storm drains - Support stormwater BMP compliance and erosion prevention - Immediately report irrigation-related hazards, failures, damaged controllers, or unsafe conditions
Landscape Maintenance Crews	- Comply with all PPE and safety requirements at all times - Maintain safe, clean, and orderly work areas during operations - Operate equipment only if trained and authorized - Protect pedestrians, motorists, sidewalks, streets, medians, and adjacent property during maintenance activities - Immediately report hazards including fallen limbs, trip hazards, damaged irrigation, unsafe slopes, vandalism, drainage issues, or damaged infrastructure - Participate in daily tailgate meetings and safety discussions

Role	Key Safety Responsibilities
Account Manager / Non-Working Supervisor	- Review safety documentation, hazard reports, and inspection records - Monitor compliance with training requirements, certifications, and safety procedures - Coordinate communication regarding operational or safety concerns - Support corrective action tracking, documentation, and quality assurance oversight
Corporate Safety Support	- Conduct ongoing safety training and field safety audits - Maintain OSHA Hazard Communication compliance and SDS documentation - Review incidents, near-misses, and corrective actions - Support PPE compliance and company safety enforcement procedures

DAILY SAFETY IMPLEMENTATION

AZTEC incorporates safety procedures into all daily operations throughout the Mira Mesa MAD, including:

- Morning tailgate safety meetings
- Daily hazard identification and site walkthroughs
- PPE verification and equipment inspections
- Traffic and pedestrian awareness reviews
- Safe equipment operation practices
- Irrigation safety and water management reviews
- Stormwater BMP compliance
- Immediate reporting of hazards, damage, or unsafe conditions

Field Supervisors continuously monitor operations throughout the workday to ensure compliance with safety procedures, safe work practices, irrigation management requirements, and Contract obligations.

SUMMARY

AZTEC’s Safety Work Plan establishes clear accountability, proactive hazard awareness, structured supervision, and responsive communication to support safe and compliant landscape maintenance operations throughout the Mira Mesa MAD.

Through ongoing safety training, active field supervision, irrigation management, proper equipment practices, stormwater BMP compliance, and immediate hazard reporting, AZTEC maintains safe working conditions while protecting City assets, the public, and assigned personnel throughout the term of the Contract.

CURRENT AND PAST PERFORMANCE

Aztec Landscaping, Inc. has accumulated an extensive list of several prominent satisfied customers, which include some of the following:

CLIENTS	TERMS	WORK PERFORMED
San Diego County Regional Airport \$2,887,789.00 per year	18 years	Landscape/Tree Maintenance Landscape Enhancements
San Diego Unified Port District \$300,000.00 per year	17 years	Landscape/Tree Maintenance Landscape Enhancements
City of San Diego Over 9 million per year	32 years	Landscape/Tree Maintenance, Brush, Vegetation clearance, park medians, slopes, open spaces, sports fields, sports turf renovations, baseball field preparation, maintenance assessment districts, community facilities, city libraries, city pump stations.
San Diego Housing Commission \$400,000.00 per year	16 years	Landscape maintenance, tree/shrub maintenance, site cleaning
Department of Transportation (Caltrans) \$1,500,000.00 per year	10 years	Herbicide spraying, fertilization spraying, pre-emergent application, tree trimming
County of San Diego Airports \$100,000.00 per year	3 years	Field/Runway mowing
Alliant University \$150,000.00 per year	7 years	Landscape Maintenance/Street Sweeping
Fallbrook Dethatched Military Base \$550,000.00 per year	2 years	Landscape/Tree Maintenance Brush Clearance Tractor Mowing
Seal Beach Naval Base \$350,000.00 per year	3 years	Landscape/Tree Maintenance Brush Clearance Tractor Mowing
California State University \$300,000.00	5 years	Campus Landscape Maintenance Sports field and sports turf maintenance
City of Chula Vista \$1.45 million per year	10 years	Landscape/Tree Maintenance Landscape Enhancements
City of Del Mar \$200,000.00 per year	6 years	Landscape Maintenance, Sports field renovations, Irrigation retrofits
City of Lemon Grove \$120,000.00 per year	9 years	Landscape/Tree Maintenance
City of Vista \$900,000.00 per year	17 years	Landscape Maintenance, Irrigation upgrades, Sports field/infield maintenance
City of Poway \$200,000.00 per year	8 years	Landscape Maintenance, Irrigation retrofits, landscape enhancements, power washing
City of Imperial Beach \$90,000.00 per year	12 years	Landscape/Tree Maintenance, Right-of-Way herbicide spraying
City of Coronado \$175,000.00 per year	7 years	Landscape Maintenance, Power washing

CURRENT CAPACITY

AZTEC Landscaping, Inc. ("AZTEC") maintains the personnel, fleet, equipment, irrigation resources, and operational infrastructure necessary to successfully perform all routine and extraordinary landscape maintenance services required for the Mira Mesa Maintenance Assessment District (MAD).

With more than 445 employees, dedicated supervisory personnel, in-house fleet maintenance support, and strategically positioned operational resources throughout San Diego County, AZTEC possesses the staffing capacity and operational infrastructure necessary to provide reliable, responsive, and uninterrupted landscape maintenance services throughout the Contract term.

AZTEC maintains company-owned fleet vehicles, commercial landscape maintenance equipment, irrigation support equipment, and emergency response resources supporting municipal landscape maintenance operations including roadway corridors, medians, slopes, irrigation systems, decomposed granite areas, weed abatement, stormwater BMP compliance, and emergency response services consistent with the requirements of Exhibit B.

FLEET VEHICLES & OPERATIONAL RESOURCES

Fleet & Operational Resources	Quantity
Ford F-150 / F-250 Service Trucks	135+
Supervisor & Management Vehicles	20+
Irrigation Service Vehicles	10+
Dump Trucks & Flatbeds	12+
Landscape Trailers	50+
Utility Vehicles / UTVs	8+
Dedicated Mechanic Shop Personnel	3 Full-Time Mechanics
Corporate Headquarters Facility	Approximately 2 Acres
Warehouse & Dispatch Facilities	On-Site
Green Waste Disposal Containers	Multiple 40-Yard Containers

LANDSCAPE MAINTENANCE EQUIPMENT

Landscape Equipment	Quantity
Commercial Landscape Mowers	40+
Line Trimmers & Edgers	400+
Backpack Blowers	400+
Hedge Trimmers	280+
Chainsaws & Pole Saws	50+
Hand Tools & Specialty Maintenance Tools	Extensive Inventory
Weed Abatement Equipment	Multiple Units
Slope Maintenance Equipment	Multiple Units
Trash & Debris Removal Equipment	Multiple Units

IRRIGATION & WATER MANAGEMENT EQUIPMENT

Irrigation Resources	Quantity
Irrigation Diagnostic Equipment	Multiple Units

Valve Locators & Wire Tracers	Multiple Units
Controller Programming Equipment	Multiple Units
Irrigation Repair Tools & Inventory	Fully Stocked
Water Conservation Support Equipment	Multiple Units
Recycled Water Support Equipment	Multiple Units
Stormwater BMP Support Equipment	Multiple Units

ENHANCEMENT & EXTRAORDINARY WORK SUPPORT

Support Resources	Capacity
Enhancement / Extraordinary Work Crews	Available Daily
Emergency Response Personnel	24/7 Availability
Additional Supervisory Personnel	Available As Needed
Seasonal Staffing Support	Available
Debris Removal & Cleanup Equipment	Multiple Units
Emergency Irrigation Repair Support	Available Daily

OPERATIONAL SUPPORT & SELF-PERFORMANCE CAPABILITY

AZTEC self-performs all landscape maintenance services utilizing company personnel, company-owned equipment, and internal operational support resources. AZTEC's local San Diego County presence, experienced workforce, dedicated supervision, irrigation support capabilities, and established operational infrastructure provide the City with a highly responsive contractor capable of maintaining consistent service quality, rapid response capability, and uninterrupted contract performance throughout the term of the Contract.

AZTEC's operational structure supports routine maintenance operations, irrigation management, emergency response activities, extraordinary work requests, stormwater BMP compliance, and ongoing maintenance of roadway landscaping, medians, slopes, decomposed granite areas, and public-use landscape infrastructure throughout the Mira Mesa MAD.



TAB C – COST/PRICE PROPOSAL

AZTEC LANDSCAPING, INC.

PRICING SCHEDULE
PROPOSER NAME
PROPOSERS INPUT

AZTEC LANDSCAPING, INC.
Mira Mesa MAD

Section	Category/Item No.	Task Description	Contractor's Estimated Hours	Labor Price per Hour	Labor Price	Materials Price	Total (1) Time Price	Yearly Frequency	Yearly Task Price	Yearly Hours	Monthly Task Price	Yearly Infrequent Task Price
Category II <i>Medians Landscaped with Trees, Shrubs, Groundcover</i> <i>(Approximately 427,655 Sq Ft)</i>												
A	1	Supervisory Inspection	1	\$ 59.00	\$ 59.00	\$ -	\$ 59.00	52	\$ 3,068.00	52.0	\$ 255.67	
A	12	Irrigation Inspection	12	\$ 49.00	\$ 588.00	\$ -	\$ 588.00	26	\$ 15,288.00	312.0	\$ 1,274.00	
A	16	Litter Removal	16	\$ 42.75	\$ 684.00	\$ -	\$ 684.00	52	\$ 35,568.00	832.0	\$ 2,964.00	
A	32	Weed Removal	32	\$ 42.75	\$ 1,368.00	\$ 25.00	\$ 1,393.00	24	\$ 33,432.00	768.0	\$ 2,786.00	
A	64	Edging - Groundcover	64	\$ 42.75	\$ 2,736.00	\$ -	\$ 2,736.00	4	\$ 10,944.00	256.0		\$ 10,944.00
A	200	Pruning - Trees, Shrubs and Groundcover	200	\$ 49.00	\$ 9,800.00	\$ -	\$ 9,800.00	4	\$ 39,200.00	800.0		\$ 39,200.00
A	13	Fertilization - Complete	13	\$ 42.75	\$ 555.75	\$ -	\$ 555.75	2	\$ 4,255.50	26.0		\$ 4,255.50
A	16	Sweeping - Hardscape	16	\$ 42.75	\$ 684.00	\$ -	\$ 684.00	52	\$ 35,568.00	832.0	\$ 2,964.00	
Total:									\$ 177,323.50	3,878.0	\$ 10,243.67	\$ 54,395.50
Category III <i>Medians Hardscaped</i> <i>(Approximately 67,163 Sq Ft)</i>												
A	0.5	Supervisory Inspection	0.5	\$ 59.00	\$ 29.50	\$ -	\$ 29.50	52	\$ 1,534.00	26.0	\$ 127.83	
A	1	Litter Removal	1	\$ 42.75	\$ 42.75	\$ -	\$ 42.75	52	\$ 2,223.00	52.0	\$ 185.25	
A	1	Weed Removal	1	\$ 42.75	\$ 42.75	\$ 5.00	\$ 47.75	24	\$ 1,146.00	24.0	\$ 95.50	
A	16	Sweeping - Hardscape	16	\$ 42.75	\$ 684.00	\$ -	\$ 684.00	3	\$ 2,052.00	48.0		\$ 2,052.00
Total:									\$ 6,955.00	150.0	\$ 408.58	\$ 2,052.00
Category V(a) <i>Zone 1 & 2 Irrigated Rights-of-Way or Adjacent Areas Landscaped with Trees, Shrubs, Groundcover</i> <i>(Approximately 39,101 Sq Ft)</i>												
A	0.5	Supervisory Inspection	0.5	\$ 59.00	\$ 29.50	\$ -	\$ 29.50	52	\$ 1,534.00	26.0	\$ 127.83	
A	0.5	Irrigation Inspection	0.5	\$ 49.00	\$ 24.50	\$ -	\$ 24.50	26	\$ 637.00	13.0	\$ 53.08	
A	0.75	Litter Removal	0.75	\$ 42.75	\$ 32.06	\$ -	\$ 32.06	52	\$ 1,667.25	39.0	\$ 138.94	
A	3	Weed Removal	3	\$ 42.75	\$ 128.25	\$ 8.00	\$ 136.25	24	\$ 3,270.00	72.0	\$ 272.50	
A	4	Edging - Groundcover	4	\$ 49.00	\$ 196.00	\$ -	\$ 196.00	4	\$ 784.00	16.0		\$ 784.00
A	6	Pruning - Trees, Shrubs and Groundcover	6	\$ 42.75	\$ 342.00	\$ -	\$ 342.00	4	\$ 1,368.00	32.0		\$ 1,368.00
A	0.5	Fertilization - Complete	0.5	\$ 42.75	\$ 21.38	\$ 123.00	\$ 144.38	2	\$ 288.75	1.0		\$ 288.75
A	0.5	Sweeping - Sidewalks	0.5	\$ 42.75	\$ 21.38	\$ -	\$ 21.38	52	\$ 1,111.50	26.0	\$ 92.63	
Total:									\$ 10,660.50	225.0	\$ 684.98	\$ 2,440.75
Category V(b) <i>Zone 3 Irrigated Rights-of-Way Landscaped with Trees, Shrubs and Groundcover</i> <i>(Approximately 277,561 Sq Ft)</i>												
A	0.75	Supervisory Inspection	0.75	\$ 59.00	\$ 44.25	\$ -	\$ 44.25	52	\$ 2,301.00	39.0	\$ 191.75	
A	3.5	Irrigation Inspection	3.5	\$ 49.00	\$ 171.50	\$ -	\$ 171.50	24	\$ 4,116.00	84.0	\$ 343.00	
A	3	Litter Removal	3	\$ 42.75	\$ 128.25	\$ -	\$ 128.25	52	\$ 6,669.00	156.0	\$ 555.75	
A	1.5	Weed Removal	1.5	\$ 42.75	\$ 64.13	\$ 6.00	\$ 70.13	24	\$ 1,683.00	36.0	\$ 140.25	
A	12	Edging - Groundcover	12	\$ 42.75	\$ 513.00	\$ -	\$ 513.00	4	\$ 2,052.00	48.0		\$ 2,052.00
A	32	Pruning - Trees, Shrubs and Groundcover	32	\$ 49.00	\$ 1,568.00	\$ -	\$ 1,568.00	4	\$ 6,272.00	128.0		\$ 6,272.00
A	7	Fertilization - Trees, Shrubs and Groundcover	7	\$ 42.75	\$ 299.25	\$ 1,042.00	\$ 1,341.25	2	\$ 2,682.50	14.0		\$ 2,682.50
A	2	Sweeping - Sidewalks	2	\$ 42.75	\$ 85.50	\$ -	\$ 85.50	52	\$ 4,446.00	104.0	\$ 370.50	
Total:									\$ 30,221.50	609.0	\$ 1,601.25	\$ 11,006.50
Category V(c) <i>Zone 1 & 2 Non-Irrigated Rights-of-Way Landscaped with Trees, Shrubs and Groundcover</i> <i>(Approximately 271,560 Sq Ft)</i>												
A	0.75	Supervisory Inspection	0.75	\$ 59.00	\$ 44.25	\$ -	\$ 44.25	52	\$ 2,301.00	39.0	\$ 191.75	
A	2	Litter Removal	2	\$ 42.75	\$ 85.50	\$ -	\$ 85.50	52	\$ 4,446.00	104.0	\$ 370.50	
A	3	Weed Removal	3	\$ 42.75	\$ 15.00	\$ 15.00	\$ 100.50	12	\$ 1,206.00	24.0	\$ 100.50	
A	10	Edging - Groundcover	10	\$ 42.75	\$ 427.50	\$ -	\$ 427.50	4	\$ 1,710.00	40.0		\$ 1,710.00
A	18	Pruning - Trees, Shrubs and Groundcover	18	\$ 49.00	\$ 882.00	\$ -	\$ 882.00	4	\$ 3,528.00	72.0		\$ 3,528.00
A	4	Sweeping Sidewalks	4	\$ 42.75	\$ 171.00	\$ -	\$ 171.00	24	\$ 4,104.00	96.0	\$ 342.00	
A	0.33	Empty Trash Receptacle (1) and replace trash liners	0.33	\$ 42.75	\$ 14.11	\$ 0.50	\$ 14.61	104	\$ 1,519.18	34.3	\$ 126.60	
Total:									\$ 18,814.18	409.3	\$ 1,131.35	\$ 5,238.00
Category VI <i>Zone 3 Slopes Landscaped with Trees, Shrubs, Groundcover</i> <i>(Approximately 924,771 Sq Ft)</i>												
A	3	Supervisory Inspection	3	\$ 59.00	\$ 177.00	\$ -	\$ 177.00	52	\$ 9,204.00	156.0	\$ 767.00	
A	18	Irrigation Inspection	18	\$ 49.00	\$ 882.00	\$ -	\$ 882.00	24	\$ 21,168.00	432.0	\$ 1,764.00	
A	10	Litter Removal	10	\$ 42.75	\$ 427.50	\$ -	\$ 427.50	52	\$ 22,330.00	520.0	\$ 1,852.50	
A	4	Weed Removal	4	\$ 42.75	\$ 17.10	\$ 25.00	\$ 1,735.00	24	\$ 41,640.00	960.0	\$ 3,470.00	
A	5	Edging - Groundcover	80	\$ 42.75	\$ 3,420.00	\$ -	\$ 3,420.00	4	\$ 13,680.00	320.0		\$ 13,680.00
A	6	Pruning - Trees, Shrubs and Groundcover	310	\$ 49.00	\$ 15,190.00	\$ -	\$ 15,190.00	4	\$ 60,760.00	1,240.0		\$ 60,760.00
A	27	Fertilization - Trees, Shrubs and Groundcover	27	\$ 42.75	\$ 1,154.25	\$ 3,006.00	\$ 4,160.25	2	\$ 8,320.50	54.0		\$ 8,320.50
Total:									\$ 177,002.50	3,682.0	\$ 7,853.50	\$ 82,760.50

Mira Mesa Branch Library (Approximately 62,245 Sq Ft)														
Category VII														
A	1	Supervisory Inspection	0.25	\$ 59.00	\$ 14.75	\$ -	\$ 14.75	52	\$ 767.00	13.0	\$ 63.92			
A	2	Irrigation Inspection	0.5	\$ 49.00	\$ 24.50	\$ -	\$ 24.50	26	\$ 637.00	13.0	\$ 53.08			
A	3	Litter Removal	0.5	\$ 42.75	\$ 21.38	\$ -	\$ 21.38	52	\$ 1,111.50	26.0	\$ 92.63			
A	4	Weed Removal	0.75	\$ 42.75	\$ 32.06	\$ 2.00	\$ 34.06	52	\$ 1,771.25	39.0	\$ 147.60			
A	5	Mowing	1	\$ 42.75	\$ 42.75	\$ -	\$ 42.75	52	\$ 2,223.00	52.0	\$ 185.25			
A	6	Edging - Turf	0.5	\$ 42.75	\$ 21.38	\$ -	\$ 21.38	52	\$ 1,111.50	26.0	\$ 92.63			
A	7	Edging - Shrubs and Groundcover	3	\$ 42.75	\$ 128.25	\$ -	\$ 128.25	12	\$ 1,539.00	36.0	\$ 128.25			
A	8	Pruning - Trees, Shrubs and Groundcover	2	\$ 42.75	\$ 85.50	\$ -	\$ 85.50	4	\$ 342.00	8.0	\$ 342.00			
A	9	Fertilization - Trees, Shrubs and Groundcover	0.5	\$ 42.75	\$ 21.38	\$ 60.00	\$ 81.38	2	\$ 162.75	1.0	\$ 162.75			
A	10	Fertilization - Turf	0.25	\$ 42.75	\$ 10.69	\$ 25.00	\$ 35.69	3	\$ 107.06	0.8	\$ 107.06			
A	11	Renovation - Turf	2	\$ 42.75	\$ 85.50	\$ -	\$ 85.50	1	\$ 85.50	2.0	\$ 85.50			
A	12	Aerification	1	\$ 42.75	\$ 42.75	\$ -	\$ 42.75	2	\$ 85.50	2.0	\$ 85.50			
A	13	Over Seeding - Turf	1	\$ 42.75	\$ 42.75	\$ 25.00	\$ 67.75	1	\$ 67.75	1.0	\$ 67.75			
A	14	Sweeping - Concrete Areas (Courtyard)	0.5	\$ 42.75	\$ 21.38	\$ -	\$ 21.38	104	\$ 2,223.00	52.0	\$ 185.25			
A	15	Sweeping - Parking Lot	0.75	\$ 42.75	\$ 32.06	\$ -	\$ 32.06	12	\$ 384.75	9.0	\$ 32.06			
Category VII									Total:	\$ 12,618.56	\$ 280.8	\$ 980.67	\$ 850.56	
Zone 1 and 2 Gutters (Center Medians Only) - Approximately 107,668 Ln Ft														
A	1	Supervisory Inspection	0.75	\$ 49.00	\$ 36.75	\$ -	\$ 36.75	52	\$ 1,911.00	39.0	\$ 159.25			
A	2	Litter Removal	6	\$ 42.75	\$ 256.50	\$ -	\$ 256.50	24	\$ 6,156.00	144.0	\$ 513.00			
A	3	Weed Removal	4	\$ 42.75	\$ 171.00	\$ 6.00	\$ 177.00	24	\$ 4,248.00	96.0	\$ 354.00			
A	4	Sweeping - Gutters	18	\$ 42.75	\$ 769.50	\$ -	\$ 769.50	24	\$ 18,468.00	432.0	\$ 1,539.00			
Category XI(a)									Total:	\$ 30,783.00	\$ 711.0	\$ 2,565.25	\$ -	
Gutters - Zone 3 Rights-of-Way - Approximately 27,494 Ln.Ft.														
A	1	Supervisory Inspection	0.5	\$ 59.00	\$ 29.50	\$ -	\$ 29.50	52	\$ 1,534.00	26.0	\$ 127.83			
A	2	Litter Removal	0.75	\$ 42.75	\$ 32.06	\$ -	\$ 32.06	52	\$ 1,667.25	39.0	\$ 138.94			
A	3	Weed Removal	0.75	\$ 42.75	\$ 32.06	\$ -	\$ 32.06	24	\$ 769.50	18.0	\$ 64.13			
A	4	Sweeping - Gutters	2.5	\$ 42.75	\$ 106.88	\$ -	\$ 106.88	24	\$ 2,565.00	60.0	\$ 213.75			
Category XI(b)									Total:	\$ 6,535.75	\$ 143.0	\$ 544.65	\$ -	
Concrete Brow Ditches - Zone 3 - Approximately 4,005 Linear Ft.														
A	1	Supervisory Inspection	0.75	\$ 59.00	\$ 44.25	\$ -	\$ 44.25	52	\$ 2,301.00	39.0	\$ 191.75			
A	2	Brow Ditch Maintenance	16	\$ 42.75	\$ 684.00	\$ -	\$ 684.00	4	\$ 2,736.00	64.0	\$ 2,736.00			
Category XII									Total:	\$ 5,037.00	\$ 103.0	\$ 191.75	\$ 2,736.00	
Other: Zone 1 & 2 Sidewalks and Curbs - Approximately 336,173 Sq Ft														
A	1	Supervisory Inspection	1	\$ 59.00	\$ 59.00	\$ -	\$ 59.00	52	\$ 3,068.00	52.0	\$ 255.67			
A	2	Litter Removal	10	\$ 42.75	\$ 427.50	\$ -	\$ 427.50	12	\$ 5,130.00	120.0	\$ 427.50			
A	3	Weed Removal	4	\$ 42.75	\$ 171.00	\$ 8.00	\$ 179.00	24	\$ 4,296.00	96.0	\$ 358.00			
A	4	Sweeping - Gutters	8	\$ 42.75	\$ 342.00	\$ -	\$ 342.00	24	\$ 8,208.00	192.0	\$ 684.00			
Category XIV(a)									Total:	\$ 20,702.00	\$ 460.0	\$ 1,725.17	\$ -	
Other: Zone 1 & 3 Pedestrian Bridge - Approximately 3,560 Sq Ft														
A	1	Supervisory Inspection	0.33	\$ 59.00	\$ 19.47	\$ -	\$ 19.47	52	\$ 1,012.44	17.2	\$ 84.37			
A	2	Visual Inspection	0.17	\$ 42.75	\$ 7.27	\$ -	\$ 7.27	260	\$ 1,889.55	44.2	\$ 157.46			
A	3	Irrigation Inspection	0.33	\$ 49.00	\$ 16.17	\$ -	\$ 16.17	24	\$ 388.08	7.9	\$ 32.34			
A	4	Litter Removal	0.33	\$ 42.75	\$ 14.11	\$ -	\$ 14.11	104	\$ 1,467.18	34.3	\$ 122.27			
A	5	Weed Removal	0.33	\$ 42.75	\$ 14.11	\$ -	\$ 14.11	24	\$ 338.58	7.9	\$ 28.22			
A	6	Pruning - Trees, Shrubs and Groundcover	1	\$ 42.75	\$ 42.75	\$ -	\$ 42.75	4	\$ 171.00	4.0	\$ 171.00			
A	7	Fertilization - Trees, Shrubs, and Groundcover	0.33	\$ 42.75	\$ 14.11	\$ -	\$ 14.11	2	\$ 28.22	0.7	\$ 28.22			
A	8	Sweeping - Sidewalks and Hardscapes	0.5	\$ 42.75	\$ 21.38	\$ -	\$ 21.38	52	\$ 1,111.50	26.0	\$ 92.63			
Category XIV(b)									Total:	\$ 6,406.55	\$ 142.2	\$ 517.28	\$ 199.22	
Section A: Routine Service All scheduled tasks including infrequent tasks.														
Total:				Estimated Yearly Task Price				Estimated Yearly Hours				N/A		
Total:				Estimated Monthly Task Price				N/A				10,793.25		
Total:				Estimated Infrequent Task Price				N/A				28,448.08		
Total:								N/A				N/A		
Total:								N/A				161,683.03		
Section B: Extraordinary Labor The cost of two thousand (2,000) hours [Provided by the City] will be added to the bid price to determine the overall lowest bid.														
B	Extraordinary Labor	2,000	\$ 42.00	\$ 84,000.00	N/A	N/A	N/A	N/A	\$ 84,000.00	N/A	N/A			
Section B:									Total:	\$ 84,000.00				
Section C: Materials for Extraordinary Labor The cost of ten thousand (\$10,000) dollars [Provided by the City] will be added to the bid price to determine the overall lowest bid.														
C	Materials for Extraordinary Labor	N/A	N/A	N/A	N/A	\$ 10,000.00	N/A	N/A	\$ 10,000.00	N/A	N/A			
Section C:									Total:	\$ 10,000.00				

PRICING SCHEDULE
PROPOSER NAME
AZTEC LANDSCAPING, INC.
Mira Mesa MAD

Section	Category	Description	Estimated Total Price Per Year	Estimated Total Hours Per Year	Estimated Total Price Per Month	Infrequent Tasks Estimated Total Price Per Year
A	Category II	Medians Landscaped with Trees, Shrubs, Groundcover (Approximately 427,655 Sq Ft)	\$ 177,323.50	3,878.00	\$ 10,243.67	\$ 54,399.50
A	Category III	Medians Hardscaped (Approximately 67,163 Sq Ft)	\$ 6,955.00	150.00	\$ 408.58	\$ 2,052.00
A	Category V(a)	Zone 1 & 2 Irrigated Rights-of-Way or Adjacent Areas Landscaped with Trees, Shrubs, Groundcover (Approximately 39,101 Sq Ft)	\$ 10,660.50	225.00	\$ 684.98	\$ 2,440.75
A	Category V(b)	Zone 3 Irrigated Rights-of-Way Landscaped with Trees, Shrubs and Groundcover (Approximately 277,561 Sq Ft)	\$ 30,221.50	609.00	\$ 1,601.25	\$ 11,006.50
A	Category V(c)	Zone 1 & 2 Non-Irrigated Rights-of-Way Landscaped with Trees, Shrubs and Groundcover (Approximately 271,560 Sq Ft)	\$ 18,814.18	409.32	\$ 1,131.35	\$ 5,238.00
A	Category VI	Zone 3 Slopes Landscaped with Trees, Shrubs, Groundcover (Approximately 924,771 Sq Ft)	\$ 177,002.50	3,682.00	\$ 7,853.50	\$ 82,760.50
A	Category VII	Mira Mesa Branch Library (Approximately 62,245 Sq Ft)	\$ 12,618.56	280.75	\$ 980.67	\$ 850.56
A	Category XI(a)	Zone 1 and 2 Gutters (Center Medians Only) - Approximately 107,668 Ln Ft	\$ 30,783.00	711.00	\$ 2,565.25	\$ -
A	Category XI(b)	Gutters - Zone 3 Rights-of-Way - Approximately 27,494 Ln.ft.	\$ 6,535.75	143.00	\$ 544.65	\$ -
A	Category XII	Concrete Brow Ditches - Zone 3 - Approximately 4,005 Linear Ft.	\$ 5,037.00	103.00	\$ 191.75	\$ 2,736.00
A	Category XIV(a)	Other: Zone 1 & 2 Sidewalks and Curbs - Approximately 336,173 Sq Ft	\$ 20,702.00	460.00	\$ 1,725.17	\$ -
A	Category XIV(b)	Other: Zone 1 & 3 Pedestrian Bridge - Approximately 3,560 Sq Ft	\$ 6,406.55	142.18	\$ 517.28	\$ 199.22
A	Routine Service	All Scheduled Tasks including Infrequent Tasks.	Section A Totals: \$ 503,060.04	10,793.25	\$ 28,448.08	\$ 161,683.03

Section	Description	Estimated Total Price Per Year	Estimated Total Hours Per Year
B	Extraordinary Labor	The cost of two thousand (2,000) hours [Provided by the City] will be added to the bid price to determine the overall lowest bid.	2,000
	Section B Totals:	\$ 84,000.00	
	Section A and B Total:	\$ 587,060.04	

Section	Description	Estimated Total Price Per Year
C	Materials for Extraordinary Labor	The cost of ten thousand (\$10,000) dollars [Provided by the City] will be added to the bid price to determine the overall lowest bid.
	Section C Total:	\$ 10,000.00
	Section A, B, and C Total:	\$ 597,060.04

A, B, C	Grand Total	Estimated Contract Value, One (1) Year Term: \$ 597,060.04
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10090504-26-G_Mira Mesa MAD

Final Audit Report

2026-08-12

Created:	2026-08-12
By:	Jerry Gibbs (jggibbs@sandiego.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAANbJHqITutjotTghf0hgB3FQmUfT2zqCw

"10090504-26-G_Mira Mesa MAD" History

-  Document created by Jerry Gibbs (jggibbs@sandiego.gov)
2026-08-12 - 6:43:54 PM GMT- IP address: 208.127.237.208
-  Document emailed to rafael@azteclandscaping.com for signature
2026-08-12 - 6:46:45 PM GMT
-  Email viewed by rafael@azteclandscaping.com
2026-08-12 - 7:06:10 PM GMT- IP address: 104.28.32.100
-  Signer rafael@azteclandscaping.com entered name at signing as Rafael Aguilar
2026-08-12 - 8:35:36 PM GMT- IP address: 72.214.3.132
-  Document e-signed by Rafael Aguilar (rafael@azteclandscaping.com)
Signature Date: 2026-08-12 - 8:35:38 PM GMT - Time Source: server- IP address: 72.214.3.132 - Signature Appearance Selected: TYPE
-  Agreement completed.
2026-08-12 - 8:35:38 PM GMT