CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10090505-26-G, Landscape Maintenance within Black Mountain Ranch South 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) # 10090505-26-G, Landscape Maintenance within Black Mountain Ranch South 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 Park Village MAD as further described in the Scope of Work, attached hereto as Exhibit B. (Services).

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

ARTICLE I
CONTRACTOR SERVICES

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

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

ARTICLE II
DURATION OF CONTRACT

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

2.2 Effective Date. This Contract shall be effective on the 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.

Treebeard Landscape

Proposer

P.O. Box 2777

Street Address

Spring Valley, CA 91979

City

(619) 697-8302

Telephone No.

info@treebeardlandscape.com

E-Mail

BY: Felipe Lopez
Felipe Lopez (Sep 8, 2026 14:49:59 PDT)

Signature of Proposer's Authorized Representative

Felipe Lopez

Print Name

General Manager

Title

09/08/2026

Date

CITY OF SAN DIEGO
A Municipal Corporation

BY:

Print Name:

Claudia Abarca

Director, Purchasing & Contracting Department

09/25/2026

Date Signed

Approved as to form this 25 day of September, 20 26.

HEATHER FERBERT, City Attorney

BY: Daphne Skogen

Deputy City Attorney

EXHIBIT A
PROPOSAL SUBMISSION AND REQUIREMENTS

A. PROPOSAL SUBMISSION

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

1.1 Reserved.

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

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

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

1.4.1 Reserved.

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

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

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

Tab A – Submission of Information and Forms.

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

2.2 The Contractor Standards Pledge of Compliance Form.

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

2.4 Living Wage Ordinance Certification of Compliance.

2.5 Licenses as required in Exhibit B.

2.6 Reserved.

2.6 Additional Information as required in Exhibit B.

2.7 Reserved.

2.8 Reserved.

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

Tab B – Executive Summary and Responses to Specifications.

2.10 A title page.

2.11 A table of contents.

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

2.13 Proposer's response to the RFP.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. PRICING

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

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

For example, if the lowest total estimated contract price of all proposals is $100, that proposal would receive the maximum allowable points for the price category. If the total estimated contract price of another proposal is $105 and the maximum allowable points is 60 points, then that proposal would receive (1 – ((105 – 100) / 100) x 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. 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	**15**
B. Staffing Plan. 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	**30**

	MAXIMUM EVALUATION POINTS
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. 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.	**45**
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 Black Mountain Ranch South 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.	#1000030259		Treebeard Landscape
Subcontractor's DIR Registration No.	1000016934 1000011076	6/30/2029 6/30/2026	One Tripp Tree Service Lloyd Pest Control

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.:388579	4/30/2028	Tim Hillman
Qualified Applicator Certificate	101044	12/31/2026	Tim Hillman
Pest Control Business License	#38808	12/31/2027	Treebeard Landscape
Pest Control Advisor	#75356	12/26/2026	Tim Faucet
Recycled Water Site Supervisor Certificate	6984 6966	7/17/2029 7/17/2029	Clemente Perez Kelle DesLauriers

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 RFP No. 10090505-26-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:

Ivan Trujillo
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 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. 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.

d) A proposed work schedule that demonstrates the fulfillment of the established frequencies.

e) 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, Weed Whips, Backpack Sprayers, Pole Saw, 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.

REST OF PAGE INTENTIONALLY LEFT BLANK

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 shrubs, vines, groundcovers, and trees as specified.
Acceptable complete fertilizers include but are not limited to:
J.R. Simplot 15-15-15, Best Turf Supreme 16-6-8, Milorganite Classic.

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

a) Qty. 135 bags- J.R Simplot 15-15-15. One (1) application in March
b) Qty. 300 bags- Milorganite Classic One (1) application in July
c) Qty. 300 bags- Milorganite Classic One (1) application in November

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

REST OF PAGE INTENTIONALLY LEFT BLANK

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. ☐ Reserved.

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. ☐ Reserved.

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. ☒ Reserved.

9.12.5. ☒ Reserved.

9.12.6.

Railings and Fencing.

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

9.12.7. ☒ Reserved.

9.12.8. ☒ Reserved.

9.12.9. ☒ Reserved.

9.12.10. ☒ Reserved.

9.12.11. ☒ Reserved.

9.13. Traffic Control

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

9.14. Litter Control

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

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

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

9.15. Controller Cabinets and Battery Numbers

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

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

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

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/ hive removal
- 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.
- Slope failure repairs

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.

Plant	**Size**	**Estimated Time**
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.

Repairs to Sprinkler Irrigation Systems and Water Lines	**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	Rights-of-Way or Adjacent Areas Landscaped with Trees, Shrubs, Groundcover
VI	Slopes Landscaped with Trees, Shrubs, Groundcover
VII	Libraries/Fire Stations
XI	Gutters
XII	Concrete Brow Ditches
XIV	Other

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(A)	**Medians Landscaped with Trees, Shrubs, Groundcover – Black Mountain Road/Carmel Valley Road).** **(Approximate Area: 218,857 sq. ft.). Black Mountain Road (Approximate Area: 6,511 sq. ft.) and Carmel Valley Road (Approximate Area: 212,346 sq. ft.)**

	Black Mountain Road	Median from Emden Road to Carmel Valley Road
	Carmel Valley Road	Median from Black Mountain Ranch Community Park pedestrian ramp to Black Mountain Park Way Median from Black Mountain Park Way to Black Mountain Road Median from Black Mountain Road to Camino Del Sur
II(B)	**Medians Landscaped with Trees, Shrubs, Groundcover – Camino Del Sur** (Approximately 323,533 Sq Ft)	
	Camino Del Sur	Median from Carmel Valley Road to the first bridge north of Carmel Valley Road Median from the first bridge north of Carmel Valley Road to the bridge at Lazanja Passage Median from the bridge at Lazanja Passage to Caminito Santa Luz Sur Median from Caminito Santa Luz Sur to Lazanja Drive Median from Lazanja Drive to Via Verrazzano

		Median from Via Verrazzano to Via Azul Median from Via Azul to the bridge at Northern Lights
III	**Medians Hardscaped Black Mountain Road** (Approximately 3,100 Sq Ft)	
	Black Mountain Road	Median from Emden Road to Carmel Valley Road
V(A)	**Rights-of-Way or Adjacent Areas Landscaped with Trees, Shrubs, Groundcover - Black Mountain Road/Carmel Valley Road** **Approximate Area 317,866 Sq Ft (21,209 Sq Ft Black Mountain Road) and (296,657 Sq Ft Carmel Valley Road)**	
	Black Mountain Road	ROW and Adjacent Area east side of road, between 200 feet south of Emden Road and Carmel Valley Road ROW west side of road, between Emden Road to Carmel Valley Road
	Carmel Valley Road	ROW and Adjacent Area north side of road, between Black Mountain Ranch Community Park pedestrian ramp and Black Mountain Park Way ROW and Adjacent Area north side of road, between Black Mountain Park Way and Camino Del Sur

		ROW and Adjacent Area south side of road, between Black Mountain Open Space Park Glider Port Driveway and Black Mountain Road ROW and Adjacent Area south side of road, between Black Mountain Road and Camino Del Sur ROW and Adjacent Area north and south of road, between Camino Del Sur and the first bridge west of Camino Del Sur
V(B)	**Rights-of-Way or Adjacent Areas Landscaped with Trees, Shrubs, Groundcover - Camino Del Sur/San Dieguito Road** **Approximate Area 76,884 Sq Ft Carmel Valley Road to Bridge at North Lights**	
	Camino Del Sur	ROW east and west side of road, between Carmel Valley Road and the first bridge north of Carmel Valley Road ROW east and west side of road, between the first bridge north of Carmel Valley Road and the bridge at Lazanja Passage ROW east side of road, between the bridge at Lazanja Passage and

		Caminito Santa Luz Sur ROW west side of road, between the bridge at Lazanja Passage and Lananja Drive ROW east side of road, between Caminito Santa Luz Sur and the bridge at Northern Lights ROW west side of road, between Lazanja Drive and Via Verrazzano ROW west side of road, between Via Verrazzano and Via Azul ROW west side of road, between Via Azul and the bridge at Northern Lights
	San Dieguito Road	ROW north and south side of road, between the bridge at Encendido and Fairbanks Ranch.
VI	**Slopes Landscaped with Trees, Shrubs, Groundcover - Camino Del Sur /San Dieguito Road** **Approximate Area: 975,575 sq. ft. (792,595 sq. ft. – Camino del Sur / Carmel Valley Road to Bridge at Northern Lights) and (182,980 sq. ft. – San Dieguito Road / Bridge at Encendido to Fairbanks Ranch).**	
	Camino Del Sur	Slopes east and west side of road, between Carmel Valley Road and the first bridge north of Carmel Valley Road.

		Slopes east and west side of road, between the first bridge north of Carmel Valley Road and the bridges at Lazanja Passage. Slopes east side of road, between Caminito Santa Luz Sur and the bridge at Northern Lights.
	San Dieguito Road	Slopes north and south side of road, between the bridge at Encendido and Fairbanks Ranch.
VII	**Fire Station 46** **Approximate Area 16,898 Sq Ft**	
	Fire Station 46	Maintain Fire Station 46 landscape. The address is 14556 Lazanja Drive, San Diego, Ca 92127.
XI	**Gutters** **Approximate Area: 81,684 lin Ft (3,947 lin Ft Black Mountain road), (28,032 lin Ft Carmel Valley Road), (38,825 lin Ft Camino Del Sur) and (10,880 lin Ft Sandieguito**	
	Black Mountain Ranch South MAD	All gutters located throughout the Black Mountain Ranch South Maintenance Assessment District, adjacent to medians, streets, right-or-ways and bridges where maintenance is performed.

XII	**Concrete Brow Ditches** **Approximate Area: 4,241 lin ft (10 lin ft Black Mountain Road), (152 lin ft Carmel Valley Road), (640 lin ft Camino Del Sur) and (3,439 lin ft Sandieguito Road)**	
	Black Mountain Road	Brow Ditch in median, Between Emden Road and Carmel Valley Road
	Carmel Valley Road	Brow Ditch in median, between Black Mountain Road and Camino Del Sur Brow Ditch on south side of road, between Black Mountain Road and Camino Del Sur
	Camino Del Sur	Brow Ditch on east side of road, between Carmel Valley Road and the first bridge north of Carmel Valley Road
	San Dieguito Road	Brow Ditch on north and south side of road, between the bridge at Encendido and Fairbanks Ranch
XIV(A)	**Other - Focal Points Black Mountain Road/ Carmel Valley Road** **Approximate Area: 2,600 sq ft**	
	Black Mountain Road / Carmel Valley Road	Focal Points at south/east and south/west corner at intersection of Black Mountain Road and Carmel Valley Road (Existing)

XIV(B)	**Other Sidewalks/ Bridge Hardscape – Black Mountain Ranch South** **Approximate Area: 201,644 sq ft (15,542 sq ft Black Mountain Road), (106,115 sq ft Carmel Valley Road), (78,482 sq ft Camino Del Sur) and (1,505 sq ft Sandieguito Road**	
	Black Mountain Ranch South MAD	All sidewalks and bridge hardscape located throughout the Black Mountain Ranch South Maintenance Assessment District, adjacent to streets, rights-of-way and bridges where maintenance is performed.
XIV(C)	**Other - Carmel Valley Road Medians Mulched** **Approximate Area 181,572 sq ft**	
	Carmel Valley Road	Medians from Black Mountain Ranch Community Park pedestrian ramp to Black Mountain Park Way Median from Black Mountain Park Way to Black Mountain Road Median from Black Mountain Road to Camino Del Sur

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(A):

Medians Landscaped with Trees, Shrubs, Groundcover - Black Mountain Road/Carmel Valley Road).

(Approximate Area: 218,857 sq. ft.). Black Mountain Road (Approximate Area: 6,511 sq. ft.) and Carmel Valley Road (Approximate Area: 212,346 sq. ft.)

SERVICE/TASK NAME	FREQUENCY
Supervisory Inspection	The supervisor shall inspect all areas under the contract once a week and submit a Weekly Inspection Sheet Contractor shall report all major problems to the Technical Representative within twenty-four (24) hours.
Irrigation Inspection	Every other week, Contractor shall thoroughly inspect all systems (including drip) to ensure complete electronic operation and proper distribution of water. Contractor shall complete an irrigation checklist as each system is inspected. The irrigation checklists will be provided and must be submitted to the Technical Representative within five (5) business days.
Litter Removal	Once (1) a week, to keep all areas litter free.
Weed Removal	Every other week, to maintain areas in a weed free condition, including sucker growth.
Pruning – Trees	Twice (2) a year (up to 12') in February and September to maintain in optimum condition, provide clearance for irrigation, prevent encroachment into public thoroughfare/sidewalk or into other plant material, and to ensure clear visibility of all street signs and traffic signals. Contractor shall remove all sucker growth as it appears. Contractor shall prune to correct hazards and to remove all dead, diseased, or damaged limbs, as well as those limbs crossing or competing.
Pruning – Shrubs and Groundcover	Every other month in January, March, May, July, September 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	Three (3) times per year in March, July, and November with complete fertilizer. Application shall be with a balanced fertilizer (15-15-15) in March. The July and November fertilizer application will be with Milorganite Classic.

Category II(B): Medians Landscaped with Trees, Shrubs, Groundcover - Camino Del Sur Approximately 323,533 Sq. Ft.

SERVICE/TASK NAME	FREQUENCY
Supervisory Inspection	The supervisor shall inspect all areas under the contract once a week and submit a Weekly Inspection Sheet Contractor shall report all major problems to the Technical Representative within twenty-four (24) hours.
Irrigation Inspection	Every other week, Contractor shall thoroughly inspect all systems (including drip) to ensure complete electronic operation and proper distribution of water. Contractor shall complete an irrigation checklist as each system is inspected. The irrigation checklists will be provided and must be submitted to the Technical Representative within five (5) business days.
Litter Removal	Once (1) a week, to keep all areas litter free.
Weed Removal	Every other week, to maintain areas in a weed free condition, including sucker growth.
Pruning-Trees	Four (4) times per year (up to 12") in December, March, June, and September to maintain in optimum condition, provide clearance for irrigation, prevent encroachment into public thoroughfare/sidewalk or into other plant material, and to ensure clear visibility of all street signs and traffic signals. Contactor shall remove all sucker growth as it appears. Contractor shall prune to correct hazards and to

	remove all dead, diseased, or damaged limbs, as well as those limbs crossing or competing.
Pruning – Shrubs and Groundcover	Once (1) a month, to shape, train and prevent encroachment into public thoroughfare/sidewalk or into other plant material. Contractor shall prune to correct hazards and to remove all dead, diseased, or damaged limbs and to prevent blockage of irrigation system components and patterns. Contractor shall maintain all shrubs at a height no greater than 36" and groundcover not to exceed 18" in height. Shrubs must maintain their natural appearance. Growth regulators shall not be used.
Edging	Once (1) a month to edge curbs and along paved areas, sidewalks, and all fixtures (e.g. valve boxes, around sprinkler heads, quick couplers, gate valves, etc.). All edging must be perpendicular to the hard surface and not removed from it. Chemical edging is unacceptable.
Fertilization-Complete	Three (3) times per year in March, July, and November with complete fertilizer. Application shall be with a balanced fertilizer (15-15-15) in March. The July and November fertilizer application will be with Milorganite Classic.

Category III Medians Hardscaped Black Mountain Road

Approximate Area: 3,100 sq. ft

SERVICE/TASK NAME	FREQUENCY
Supervisory Inspection	The supervisor shall inspect all areas under the contract once a week and submit a Weekly Inspection Sheet Contractor shall report all major problems to the Technical Representative within twenty-four (24) hours.
Litter Removal	Once (1) a week, to keep all areas litter free.
Weed Removal	Once each month, to maintain areas in a weed free condition, including sucker growth.
Sweeping – Concrete	Four (4) times per year in January, April, July and October to keep paved top areas free of dirt, leaves and other debris. Blowers may be used in a

	responsible manner. Dirt, dust and debris shall be controlled, blown into a pile and removed by the Contractor.

Category V(A) Rights-of-Way or Adjacent Areas Landscaped with Trees, Shrubs, Groundcover - Black Mountain Road/Carmel Valley Road

Approximate Area 317,866 Sq Ft (21,209 Sq Ft Black Mountain Road) and (296,657 Sq Ft Carmel Valley Road)

SERVICE/TASK NAME	FREQUENCY
Supervisory Inspection	The supervisor shall inspect all areas under the contract once a week and submit a Weekly Inspection Sheet Contractor shall report all major problems to the Technical Representative within twenty-four (24) hours.
Irrigation Inspection	Every other week, Contractor shall thoroughly inspect all systems (including drip) to ensure complete electronic operation and proper distribution of water. Contractor shall complete an irrigation checklist as each system is inspected. The irrigation checklists will be provided and must be submitted to the Technical Representative within five (5) business days.
Litter Removal	Once (1) a week, to keep all areas litter free.
Weed Removal	Every other week, to maintain areas in a weed free condition, including sucker growth.
Pruning - Trees	Two (2) times per year (up to 12') in February and September to maintain in optimum condition, provide clearance for irrigation, prevent encroachment into public thoroughfare/sidewalk or into other plant material, and to ensure clear visibility of all street signs and traffic signals. Contactor shall remove all sucker growth as it appears. Contractor shall prune to correct hazards and to remove all dead, diseased, or damaged limbs, as well as those limbs crossing or competing.
Pruning – Shrubs and Groundcover	Four (4) times per year in January, April, July and October 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	Three (3) times per year in March, July, and November with complete fertilizer. Application shall be with a balanced fertilizer (15-15-15) in March. The July and November fertilizer application will be with Milorganite Classic.

Category V(B) Rights-of-Way or Adjacent Areas Landscaped with Trees, Shrubs, Groundcover - Camino Del Sur/San Dieguito Road

Approximate Area 76,884 Sq Ft Carmel Valley Road to Bridge at North Lights

SERVICE/TASK NAME	FREQUENCY
Supervisory Inspection	The supervisor shall inspect all areas under the contract once a week and submit a Weekly Inspection Sheet Contractor shall report all major problems to the Technical Representative within twenty-four (24) hours.
Irrigation Inspection	Every other week, Contractor shall thoroughly inspect all systems (including drip) to ensure complete electronic operation and proper distribution of water. Contractor shall complete an irrigation checklist as each system is inspected. The irrigation checklists will be provided and must be submitted to the Technical Representative within five (5) business days.
Litter Removal	Once a week, to keep all areas litter free.
Weed Removal	Every other week, to maintain areas in a weed free condition, including sucker growth.
Pruning-Trees	Four (4) times per year (up to 12') in December, March, June and September to maintain in optimum condition, provide clearance for irrigation, prevent encroachment into public thoroughfare/sidewalk or into other plant material, and to ensure clear visibility of all street signs and

	traffic signals. Contactor shall remove all sucker growth as it appears. Contractor shall prune to correct hazards and to remove all dead, diseased, or damaged limbs, as well as those limbs crossing or competing.
Pruning – Shrubs and Groundcover	Once (1) a month, to shape, train and prevent encroachment into public thoroughfare/sidewalk or into other plant material. Contractor shall prune to correct hazards and to remove all dead, diseased, or damaged limbs and to prevent blockage of irrigation system components and patterns. Contractor shall maintain all shrubs at a height no greater than 36" and groundcover not to exceed 18" in height. Shrubs must maintain their natural appearance. Growth regulators shall not be used.
Edging	Once (1) a month to edge curbs and along paved areas, sidewalks, and all fixtures (e.g. valve boxes, around sprinkler heads, quick couplers, gate valves, etc.). All edging must be perpendicular to the hard surface and not removed from it. Chemical edging is unacceptable.
Fertilization-Complete	Three (3) times per year in March, July, and November with complete fertilizer. Application shall be with a balanced fertilizer (15-15-15) in March. The July and November fertilizer application will be with Milorganite Classic.

Category VI: Slopes Landscaped with Trees, Shrubs, Groundcover - Camino Del Sur /San Dieguito Road

Approximate Area: 975,575 sq. ft. (792,595 sq. ft. – Camino del Sur / Carmel Valley Road to Bridge at Northern Lights) and (182,980 sq. ft. – San Dieguito Road / Bridge at Encendido to Fairbanks Ranch).

SERVICE/TASK NAME	FREQUENCY
Supervisory Inspection	The supervisor shall inspect all areas under the contract once a week and submit a Weekly Inspection Sheet Contractor shall report all major problems to the Technical Representative within twenty-four (24) hours.
Irrigation Inspection	Every other week, Contractor shall thoroughly inspect all systems (including drip) to ensure

	complete electronic operation and proper distribution of water. Contractor shall complete an irrigation checklist as each system is inspected. The irrigation checklists will be provided and must be submitted to the Technical Representative within five (5) business days.
Litter Removal	Once (1) a week, to keep all areas litter free.
Weed Removal	Every other week, to maintain areas in a weed free condition, including sucker growth.
Pruning - Trees	Two (2) times per year (up to 12') in February and September to maintain in optimum condition, provide clearance for irrigation, prevent encroachment into public thoroughfare/sidewalk or into other plant material, and to ensure clear visibility of all street signs and traffic signals. Contactor shall remove all sucker growth as it appears. Contractor shall prune to correct hazards and to remove all dead, diseased, or damaged limbs, as well as those limbs crossing or competing.
Pruning – Shrubs and Groundcover	Four (4) times per year in January, April, July and October 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	Three (3) times per year in March, July, and November with complete fertilizer. Application shall be with a balanced fertilizer (15-15-15) in March. The July and November fertilizer application will be with Milorganite Classic
Weed Whipping of Grasslands	Two (2) times per year in September and March. Per the Santaluz "Grassland Establishment and Maintenance Guide". It is critical that mowing and/or weed whipping be accomplished at a height where the weed seed heads are removed without destroying the perennial grasses in the process. Typically, that height is 8" – 10".

Category VII: Fire Station 46

Approximate Area 16,898 Sq Ft

SERVICE/TASK NAME	FREQUENCY
Irrigation Inspection	Every 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.
Weed Removal	Every month, to maintain areas in a weed free condition, including sucker growth.
Pruning- Shrubs and Groundcover	Four (4) times per year in January, April, July and October 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.
Pruning -Trees	Two (2) times per year (up to 12’) in February and September to maintain in optimum condition, provide clearance for irrigation, prevent encroachment into public thoroughfare/sidewalk or into other plant material, and to ensure clear visibility of all street signs and traffic signals. Contractor shall remove all sucker growth as it appears. Contractor shall prune to correct hazards and to remove all dead, diseased, or damaged limbs, as well as those limbs crossing or competing.
Fertilization Complete	Two (2) times per year in March and November with complete fertilizer. Application shall be with a balanced fertilizer (15-15-15) in March. The July and November fertilizer application will be with Milorganite Classic.
Sweeping- Hardscape	Every 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.

Category XI Gutters

Approximate Area: 81,684 lin Ft (3,947 lin Ft Black Mountain road), (28,032 lin Ft Carmel Valley Road), (38,825 lin Ft Camino Del Sur) and (10,880 lin Ft Sandieguito

SERVICE/TASK NAME	FREQUENCY
Supervisory Inspection	The supervisor shall inspect all areas under the Contract once a week and submit a Weekly Inspection Sheet. Contractor shall report all major problems to the Technical Representative within twenty-four (24) hours.
Litter Removal	Once (1) a week to maintain all areas in a litter free condition.
Weed Removal	Once (1) a month, to maintain areas in a weed free condition.
Sweeping Curbs, Gutters	Once (1) a month. All paved areas shall be swept to remove sand, dirt, and debris. Contractor may use blowers, if operated in a responsible manner.

Category XII: Concrete Brow Ditches

Approximate Area: 4,241 lin ft (10 lin ft Black Mountain Road), (152 lin ft Carmel Valley Road), (640 lin ft Camino Del Sur) and (3,439 lin ft Sandieguito Road)

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	Four (4) times per year in January, April, July and October to maintain all areas in a litter free condition.

Weed Removal	Four (4) times per year in January, April, July and October to maintain all areas in a weed free condition.
Cleaning – Brow Ditches	Four (4) times per year in January, April, July and October to keep brow ditch clean of dirt and debris that may disrupt drainage. Prune plant material growing into or over brow ditches. All debris must be removed from site.

Category XIV(A): Other - Focal Points Black Mountain Road/ Carmel Valley Road

Approximate Area: 2,600 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	Every other week, Contractor shall thoroughly inspect all systems (including drip) to ensure complete electronic operation and proper distribution of water. Contractor shall complete an irrigation checklist as each system is inspected. The irrigation checklists will be provided and must be submitted to the Technical Representative within five (5) business days.
Litter Removal	Once (1) a week, to keep all areas litter free.
Weed Removal	Every other week, to maintain areas in a weed free condition, including sucker growth.
Edging	Once (1) each month, edge curbs, sidewalks, and all fixtures (e.g. valve boxes, quick couplers, gate valves, walls, lights, etc.). All edging must be perpendicular to the hard surface and not removed from it. Chemical edging is unacceptable.
Pruning - Trees	Four (4) times a year (up to 12') in December, March, June and September to maintain in optimum condition, provide clearance for irrigation, prevent encroachment into public thoroughfare/sidewalk or into other plant material, and to ensure clear visibility of all

	street signs and traffic signals. Contractor shall remove all sucker growth as it appears. Contractor shall prune to correct hazards and to remove all dead, diseased, or damaged limbs, as well as those limbs crossing or competing.
Pruning – Shrubs and Groundcover	Once (1) a month, to shape, train and prevent encroachment into public thoroughfare/sidewalk or into other plant material. Contractor shall prune to correct hazards and to remove all dead, diseased, or damaged limbs and to prevent blockage of irrigation system components and patterns. Contractor shall maintain all shrubs at a height no greater than 36" and groundcover not to exceed 18" in height. Shrubs must maintain their natural appearance. Growth regulators shall not be used.
Fertilization - Complete	Three (3) times per year in March, July, and November with complete fertilizer. Application shall be with a balanced fertilizer (15-15-15) in March. The July and November fertilizer application will be with Milorganite Classic.

Category XIV(B): Other Sidewalks/ Bridge Hardscape – Black Mountain Ranch South

Approximate Area: 201,644 sq ft (15,542 sq ft Black Mountain Road), (106,115 sq ft Carmel Valley Road), (78,482 sq ft Camino Del Sur) and (1,505 sq ft Sandieguito Road

SERVICE/TASK NAME	FREQUENCY
Supervisory Inspection	The supervisor shall inspect all areas under the Contract once a week and submit a Weekly Inspection Sheet. Contractor shall report all major problems to the Technical Representative within twenty-four (24) hours.
Litter Removal	Once (1) a week to keep all areas litter free.
Weed Removal	Once (1) a month, to maintain areas in a weed free condition.
Sweeping – Hardscape	Every other week. All paved areas shall be swept to remove sand, dirt, and debris. Contractor may use blowers, if operated in a responsible manner after 7:00 a.m.

Category XIV(C): Other - Carmel Valley Road Medians Mulched

Approximate Area 181,572 sq ft

SERVICE/TASK NAME	FREQUENCY
Supervisory Inspection	The supervisor shall inspect these areas under the Contract once a week and submit a Weekly Inspection Sheet. Contractor shall report all major problems to the Technical Representative within twenty-four (24) hours.
Litter Removal	Once (1) a week to keep all areas litter free.
Weed Removal	Every other week to maintain areas in a weed free condition.

15. PRICING SCHEDULE

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

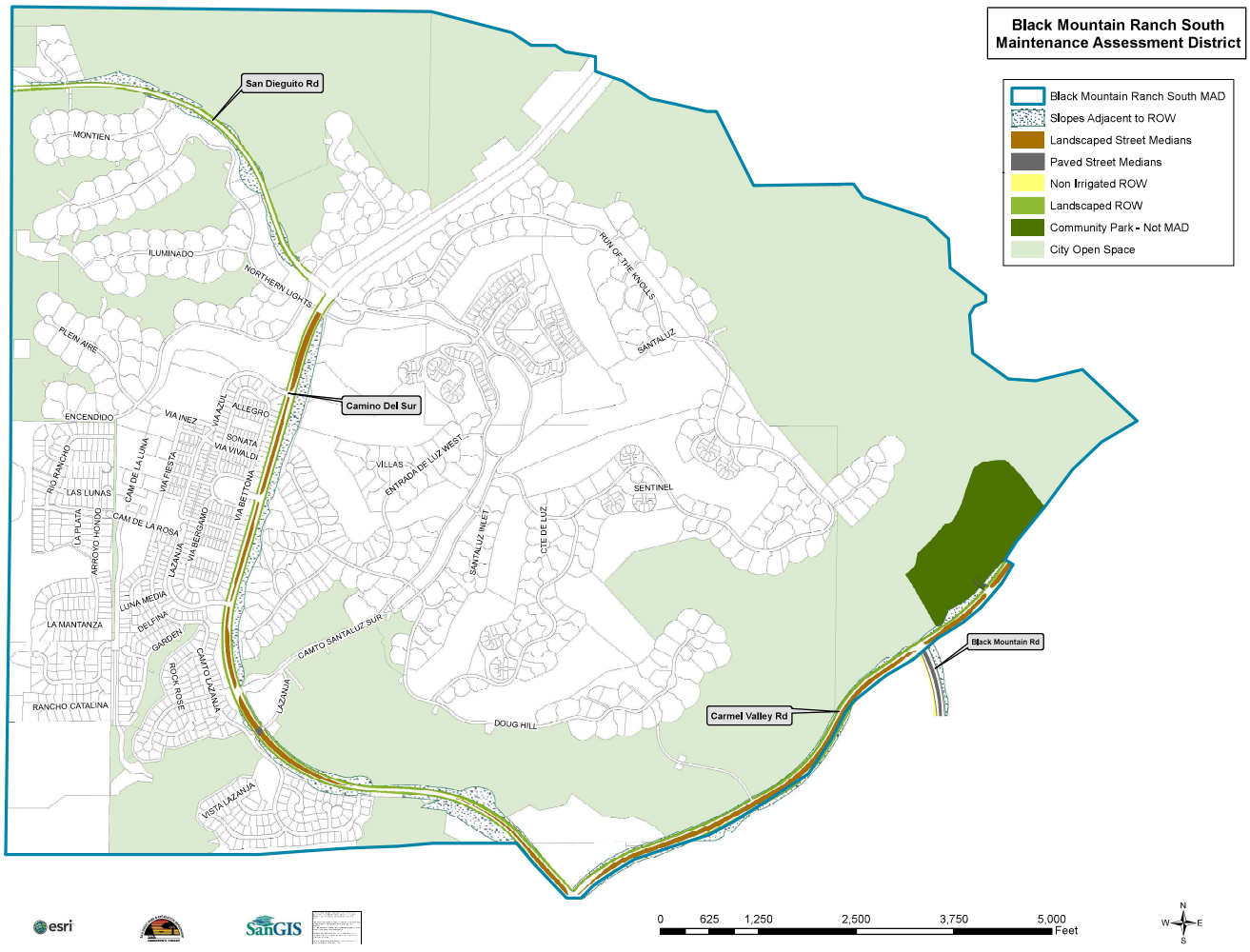
Proposer must provide all contractor pricing using Exhibit E, Pricing Schedule. Exhibit E is an Excel Spreadsheet with the following three (3) tabs:

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.

ATTACHMENT A



Pricing Schedule Template

PRICING SCHEDULE	**0**
PROPOSER NAME	**Treebeard Landscape Inc**
INSTRUCTIONS	**Black Mountain Ranch South MAD**

INSTRUCTIONS:	**Complete proposer name and all pricing entries highlighted in yellow under the Proposer Input tab. Failure to complete the City's Pricing Schedule in its entirety may result in a rejection of proposal as non-responsive. No other formats or forms for pricing will be accepted.**

Proposer's Input tab	
Contractor's Estimated Hours	Enter the minimum estimated time required to complete each task.
Labor Price per Hour	Enter the hourly rate charged to the City to complete each task.
Materials Price	Enter the estimated price for all materials required to complete each task.
Extraordinary Labor Price per Hour	Enter the hourly rate charged to the City for Extraordinary Labor.

Calculations for all columns are as follows:				
Contractor's Estimated Hours		(Provided by the Contractor)		
Labor Price per Hour		(Provided by the Contractor)		
Labor Price	=	Contractor's Estimated Hours	X	Labor Price per Hour
Materials Price		(Provided by the Contractor)		
Total (1) Time Price	=	Labor Price	+	Materials Price
Yearly Frequency		[Provided by the City]		
Yearly Task Price	=	Total (1) Time Price	X	Yearly Frequency
Yearly Hours	=	Contractor's Estimated Hours	X	Yearly Frequency
Monthly Task Price	=	Yearly Task Price (does not include Infrequent Tasks)	÷	12 months
Yearly Infrequent Task Price	=	Total (1) Time Price	X	Yearly Frequency
Extraordinary Labor Hours		[Provided by the City]		
Labor Price per Hour		(Provided by the Contractor)		
Materials for Extraordinary Labor		[Provided by the City]		

Auto Calc Summary Pricing tab		
Section A Totals:		**All Scheduled Tasks including Infrequent Tasks.**
Section B Total:		**Extraordinary Labor**
	Section A & B Total:	All Scheduled Tasks & Extraordinary Labor
Section C Total:		**Materials for Extraordinary Labor**
	Section A, B, & C Total	All Scheduled Tasks, Extraordinary Labor, and Materials for Extraordinary Labor
Grand Total:		**Estimated Contract Value for One (1) Year Term**

Pricing Schedule Template

PRICING SCHEDULE
PROPOSER NAME **Treebeard Landscape Inc**
PROPOSERS INPUT **Black Mountain Ranch South 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 (A)	*Medians Landscaped with Trees, Shrubs, Groundcover - Black Mountain Road/Carmel Valley Road). (Approximate Area: 218,857 sq. ft.). Black Mountain Road (Approximate Area: 6,511 sq. ft.) and Carmel Valley Road (Approximate Area: 212,346 sq. ft.)*										
A	1. Supervisory Inspection		1	$ 35.00	$ 34.00	$ -	$ 34.00	52	$ 1,768.00	52.0	$ 147.33	
A	2. Irrigation Inspection		16	$ 35.00	$ 560.00	$ 10.00	$ 570.00	26	$ 14,820.00	416.0	$ 1,235.00	
A	3. Litter Removal		4	$ 34.00	$ 136.00	$ 3.00	$ 139.00	52	$ 7,228.00	208.0	$ 602.33	
A	4. Weed Removal		16	$ 34.00	$ 544.00	$ 5.00	$ 549.00	26	$ 14,274.00	416.0	$ 1,189.50	
A	5. Pruning - Trees		16	$ 34.00	$ 544.00	$ 48.00	$ 592.00	2	$ 1,184.00	32.0		$ 1,184.00
A	6. Pruning – Shrubs and Groundcover		72	$ 34.00	$ 2,448.00	$ 48.00	$ 2,496.00	6	$ 14,976.00	432.0		$ 14,976.00
A	7. Fertilization-Complete		8	$ 34.00	$ 272.00	$ 679.00	$ 951.00	3	$ 2,853.00	24.0		$ 2,853.00
							Category II (A)	**Total:**	**$ 57,103.00**	**1,580.0**	**$ 3,174.17**	**$ 19,013.00**
	Category II (B)	*Medians Landscaped with Trees, Shrubs, Groundcover - Camino Del Sur Approximately 323,533 Sq. Ft.*										
A	1. Supervisory Inspection		1	$ 35.00	$ 35.00	$ -	$ 35.00	52	$ 1,820.00	52.0	$ 151.67	
A	2. Irrigation Inspection		16	$ 35.00	$ 560.00	$ 10.00	$ 570.00	26	$ 14,820.00	416.0	$ 1,235.00	
A	3. Litter Removal		4	$ 34.00	$ 136.00	$ 3.00	$ 139.00	52	$ 7,228.00	208.0	$ 602.33	
A	4. Weed Removal		24	$ 34.00	$ 816.00	$ 5.00	$ 821.00	26	$ 21,346.00	624.0	$ 1,778.83	
A	5 Pruning - Trees		8	$ 34.00	$ 272.00	$ 48.00	$ 320.00	4	$ 1,280.00	32.0		$ 1,280.00
A	6 Pruning – Shrubs and Groundcover		96	$ 34.00	$ 3,264.00	$ 48.00	$ 3,312.00	12	$ 39,744.00	1,152.0	$ 3,312.00	
A	7 Edging		8	$ 34.00	$ 272.00	$ 24.00	$ 296.00	12	$ 3,552.00	96.0	$ 296.00	
A	8 Fertilization-Complete		16	$ 34.00	$ 544.00	$ 1,003.00	$ 1,547.00	3	$ 4,641.00	48.0		$ 4,641.00
							Category II (B)	**Total:**	**$ 94,431.00**	**2,628.0**	**$ 7,375.83**	**$ 5,921.00**
	Category III	*Medians Hardscaped Black Mountain Road Approximate Area: 3,100 sq. ft*										
A	1. Supervisory Inspection		0.5	$ 35.00	$ 17.50	$ -	$ 17.50	52	$ 910.00	26.0	$ 75.83	
A	2. Litter Removal		0.5	$ 34.00	$ 17.00	$ 3.00	$ 20.00	52	$ 1,040.00	26.0	$ 86.67	
A	3. Weed Removal		0.5	$ 34.00	$ 17.00	$ 2.00	$ 19.00	12	$ 228.00	6.0	$ 19.00	
A	4. Sweeping- Concrete		1	$ 34.00	$ 34.00	$ -	$ 34.00	4	$ 136.00	4.0		$ 136.00
							Category III	**Total:**	**$ 2,314.00**	**62.0**	**$ 181.50**	**$ 136.00**
	Category V (A)	*Rights-of-Way or Adjacent Areas Landscaped with Trees, Shrubs, Groundcover - Black Mountain Road/Carmel Valley Road Approximate Area 317,866 Sq Ft (21,209 Sq Ft Black Mountain Road) and (296,657 Sq Ft Carmel Valley Road)*										
A	1. Supervisory Inspection		1	$ 35.00	$ 35.00	$ -	$ 35.00	52	$ 1,820.00	52.0	$ 151.67	
A	2. Irrigation Inspection		16	$ 35.00	$ 560.00	$ 10.00	$ 570.00	26	$ 14,820.00	416.0	$ 1,235.00	
A	3. Litter Removal		4	$ 34.00	$ 136.00	$ 5.00	$ 141.00	52	$ 7,332.00	208.0	$ 611.00	
A	4. Weed Removal		24	$ 34.00	$ 816.00	$ 3.00	$ 819.00	26	$ 21,294.00	624.0	$ 1,774.50	
A	5. Pruning - Trees		8	$ 34.00	$ 272.00	$ 48.00	$ 320.00	2	$ 640.00	16.0		$ 640.00
A	6 Pruning – Shrubs and Groundcover		72	$ 34.00	$ 2,448.00	$ 48.00	$ 2,496.00	4	$ 9,984.00	288.0		$ 9,984.00
A	7 Fertilization-Complete		8		$ -	$ 985.00	$ 985.00	3	$ 2,955.00	24.0		$ 2,955.00
							Category V (A)	**Total:**	**$ 58,845.00**	**1,628.0**	**$ 3,772.17**	**$ 13,579.00**
	Category V (B)	*Rights-of-Way or Adjacent Areas Landscaped with Trees, Shrubs, Groundcover - Camino Del Sur/San Dieguito Road Approximate Area 76,884 Sq Ft Carmel Valley Road to Bridge at North Lights*										
A	1. Supervisory Inspection		1	$ 35.00	$ 35.00	$ -	$ 35.00	52	$ 1,820.00	52.0	$ 151.67	
A	2. Irrigation Inspection		16	$ 35.00	$ 560.00	$ 10.00	$ 570.00	26	$ 14,820.00	416.0	$ 1,235.00	
A	3. Litter Removal		4	$ 34.00	$ 136.00	$ 5.00	$ 141.00	52	$ 7,332.00	208.0	$ 611.00	
A	4. Weed Removal		8	$ 34.00	$ 272.00	$ 3.00	$ 275.00	26	$ 7,150.00	208.0	$ 595.83	
A	5. Pruning - Trees		4	$ 34.00	$ 136.00	$ 48.00	$ 184.00	4	$ 736.00	16.0		$ 736.00
A	6. Pruning – Shrubs and Groundcover		24	$ 34.00	$ 816.00	$ 48.00	$ 864.00	12	$ 10,368.00	288.0	$ 864.00	
A	7. Edging		2	$ 34.00	$ 68.00	$ 24.00	$ 92.00	12	$ 1,104.00	24.0	$ 92.00	
A	8. Fertilization-Complete		4	$ 34.00	$ 136.00	$ 238.00	$ 374.00	3	$ 1,122.00	12.0		$ 1,122.00
							Category V (B)	**Total:**	**$ 44,452.00**	**1,224.0**	**$ 3,549.50**	**$ 1,858.00**

Pricing Schedule Template

	Category VI	*Slopes Landscaped with Trees, Shrubs, Groundcover - Camino Del Sur /San Dieguito Road* *Approximate Area: 975,575 sq. ft. (792,595 sq. ft. – Camino del Sur / Carmel Valley Road to Bridge at Northern Lights) and (182,980 sq. ft. – San Dieguito Road / Bridge at Encendido to Fairbanks Ranch).*															
A	1.	Supervisory Inspection	1	$ 35.00	$ 35.00	$ -	$ 35.00	52	$ 1,820.00	52.0	$ 151.67						
A	2.	Irrigation Inspection	20	$ 35.00	$ 700.00	$ 10.00	$ 710.00	26	$ 18,460.00	520.0	$ 1,538.33						
A	3.	Litter Removal	4	$ 34.00	$ 136.00	$ 10.00	$ 146.00	52	$ 7,592.00	208.0	$ 632.67						
A	4.	Weed Removal	16	$ 34.00	$ 544.00	$ 5.00	$ 549.00	26	$ 14,274.00	416.0	$ 1,189.50						
A	5.	Pruning - Trees	8	$ 34.00	$ 272.00	$ 48.00	$ 320.00	2	$ 640.00	16.0			$ 640.00				
A	6.	Pruning – Shrubs and Groundcover	120	$ 34.00	$ 4,080.00	$ 48.00	$ 4,128.00	4	$ 16,512.00	480.0			$ 16,512.00				
A	7.	Fertilization-Complete	24	$ 34.00	$ 816.00	$ 3,024.00	$ 3,840.00	3	$ 11,520.00	72.0			$ 11,520.00				
A	8.	Weed Whipping of Grasslands	20	$ 34.00	$ 680.00	$ -	$ 680.00	2	$ 1,360.00	40.0			$ 1,360.00				
							Category VI	**Total:**	**$ 72,178.00**	**1,804.0**	**$ 3,512.17**		**$ 30,032.00**				
	Category VII	*Fire Station 46* *Approximate Area 16,898 Sq Ft*															
A	1.	Irrigation Inspection	0.5	$ 35.00	$ 17.50	$ 5.00	$ 22.50	12	$ 270.00	6.0	$ 22.50						
A	2.	Weed Removal	8	$ 34.00	$ 272.00	$ 3.00	$ 275.00	12	$ 3,300.00	96.0	$ 275.00						
A	3.	Pruning – Shrubs and Groundcover	8	$ 34.00	$ 272.00	$ 48.00	$ 320.00	4	$ 1,280.00	32.0			$ 1,280.00				
A	4.	Pruning - Trees	2	$ 34.00	$ 68.00	$ 48.00	$ 116.00	2	$ 232.00	4.0			$ 232.00				
A	5.	Fertilization-Complete	0.5	$ 34.00	$ 17.00	$ 52.00	$ 69.00	4	$ 276.00	2.0			$ 276.00				
A	6.	Sweeping - Hardscape	0.5	$ 34.00	$ 17.00	$ -	$ 17.00	12	$ 204.00	6.0	$ 17.00						
							Category VII	**Total:**	**$ 5,562.00**	**146.0**	**$ 314.50**		**$ 1,788.00**				
	Category XI	*Gutters* *Approximate Area: 81,684 lin Ft (3,947 lin Ft Black Mountain road), (28,032 lin Ft Carmel Valley Road), (38,825 lin Ft Camino Del Sur) and (10,880 lin Ft Sandieguito*															
A	1.	Supervisory Inspection	1	$ 35.00	$ 35.00	$ -	$ 35.00	52	$ 1,820.00	52.0	$ 151.67						
A	2.	Litter Removal	2	$ 34.00	$ 68.00	$ 5.00	$ 73.00	52	$ 3,796.00	104.0	$ 316.33						
A	3.	Weed Removal	2	$ 34.00	$ 68.00	$ 3.00	$ 71.00	12	$ 852.00	24.0	$ 71.00						
A	4.	Sweeping Curbs, Gutters	48	$ 34.00	$ 1,632.00	$ -	$ 1,632.00	12	$ 19,584.00	576.0	$ 1,632.00						
							Category XI	**Total:**	**$ 26,052.00**	**756.0**	**$ 2,171.00**		**$ -**				
	Category XII	*Concrete Brow Ditches* *Approximate Area: 4,241 lin ft (10 lin ft Black Mountain Road), (152 lin ft Carmel Valley Road), (640 lin ft Camino Del Sur) and (3,439 lin ft Sandieguito Road)*															
A	1.	Supervisory Inspection	0.5	$ 35.00	$ 17.50	$ -	$ 17.50	52	$ 910.00	26.0	$ 75.83						
A	2.	Litter Removal	2	$ 34.00	$ 68.00	$ -	$ 68.00	4	$ 272.00	8.0			$ 272.00				
A	3.	Weed Removal	2	$ 34.00	$ 68.00	$ 3.00	$ 71.00	4	$ 284.00	8.0			$ 284.00				
A	4.	Cleaning- Brow Ditches	6	$ 34.00	$ 204.00	$ -	$ 204.00	4	$ 816.00	24.0			$ 816.00				
							Category XII	**Total:**	**$ 2,282.00**	**66.0**	**$ 75.83**		**$ 1,372.00**				
	Category XIV (A)	*Other - Focal Points Black Mountain Road/ Carmel Valley Road* *Approximate Area: 2,600 sq ft*															
A	1.	Supervisory Inspection	1	$ 35.00	$ 35.00	$ -	$ 35.00	52	$ 1,820.00	52.0	$ 151.67						
A	2.	Irrigation Inspection	2	$ 35.00	$ 70.00	$ 5.00	$ 75.00	26	$ 1,950.00	52.0	$ 162.50						
A	3.	Litter Removal	1	$ 34.00	$ 34.00	$ 2.00	$ 36.00	52	$ 1,872.00	52.0	$ 156.00						
A	4.	Weed Removal	1	$ 34.00	$ 34.00	$ 2.00	$ 36.00	26	$ 936.00	26.0	$ 78.00						
A	5.	Edging	1	$ 34.00	$ 34.00	$ 10.00	$ 44.00	12	$ 528.00	12.0	$ 44.00						
A	6.	Pruning - Trees	2	$ 34.00	$ 68.00	$ 10.00	$ 78.00	4	$ 312.00	8.0			$ 312.00				
A	7.	Pruning – Shrubs and Groundcover	2	$ 34.00	$ 68.00	$ 10.00	$ 78.00	12	$ 936.00	24.0	$ 78.00						
A	8.	Fertilization - Complete	0.5	$ 34.00	$ 17.00	$ 8.00	$ 25.00	3	$ 75.00	1.5			$ 75.00				
							Category XIV (A)	**Total:**	**$ 8,429.00**	**227.5**	**$ 670.17**		**$ 387.00**				
	Category XIV (B)	*Other Sidewalks/ Bridge Hardscape – Black Mountain Ranch South* *Approximate Area: 201,644 sq ft (15,542 sq ft Black Mountain Road), (106,115 sq ft Carmel Valley Road), (78,482 sq ft Camino Del Sur) and (1,505 sq ft Sandieguito Road*															
A	1.	Supervisory Inspection	1	$ 35.00	$ 35.00	$ -	$ 35.00	52	$ 1,820.00	52.0	$ 151.67						
A	2.	Litter Removal	1	$ 34.00	$ 34.00	$ 3.00	$ 37.00	52	$ 1,924.00	52.0	$ 160.33						
A	3.	Weed Removal	2	$ 34.00	$ 68.00	$ 3.00	$ 71.00	12	$ 852.00	24.0	$ 71.00						
A	4.	Sweeping - Hardscape	1	$ 34.00	$ 34.00	$ -	$ 34.00	26	$ 884.00	26.0	$ 73.67						
							Category XIV (B)	**Total:**	**$ 5,480.00**	**154.0**	**$ 456.67**		**$ -**				

Pricing Schedule Template

	Category XIV (C)	*Other - Carmel Valley Road Medians Mulched* *Approximate Area 181,572 sq ft*																	
A		1. Supervisory Inspection		1	$ 35.00	$ 35.00	$ -	$ 35.00	52	$ 1,820.00	52.0	$ 151.67							
A		2. Litter Removal		2	$ 34.00	$ 68.00	$ 5.00	$ 73.00	52	$ 3,796.00	104.0	$ 316.33							
A		3. Weed Removal		2	$ 34.00	$ 68.00	$ 5.00	$ 73.00	26	$ 1,898.00	52.0	$ 158.17							
								Category XIV (C)	**Total:**	**$ 7,514.00**	**208.0**	**$ 626.17**	**$ -**						
A	**Routine Service**	All scheduled tasks including infrequent tasks.	**Section A:**					**Estimated Yearly Task Price**	**Total:**	**$ 384,642.00**	N/A	N/A	N/A						
								Estimated Yearly Hours	**Total:**	N/A	**10,483.50**	N/A	N/A						
								Estimated Monthly Task Price	**Total:**	N/A	N/A	**$ 25,879.67**	N/A						
								Estimated Infrequent Task Price	**Total:**	N/A	N/A	N/A	**$ 74,086.00**						
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	$ 35.00	$ 70,000.00	N/A	N/A	N/A	$ 70,000.00	N/A	N/A	N/A						
			Section B:					**Estimated Yearly Extraordinary Labor Price**	**Total:**	**$ 70,000.00**									
C	**Materials for Extraordinary Labor**	The cost of five thousand ($5,000) dollars [Provided by the City] will be added to the bid price to determine the overall lowest bid.		N/A	N/A	N/A	$ 5,000.00	N/A	N/A	$ 5,000.00	N/A	N/A	N/A						
			Section C:					**Estimated Yearly Materials for Extraordinary Labor Price**	**Total:**	**$ 5,000.00**									

Pricing Schedule Template

PRICING SCHEDULE 0
PROPOSER NAME Treebeard Landscape Inc
AUTO CALC SUMMARY PRICING Black Mountain Ranch South 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 (A)	Medians Landscaped with Trees, Shrubs, Groundcover - Black Mountain Road/Carmel Valley Road). (Approximate Area: 218,857 sq. ft.). Black Mountain Road (Approximate Area: 6,511 sq. ft.) and Carmel Valley Road (Approximate Area: 212,346 sq. ft.)	$ 57,103.00	1,580.00	$ 3,174.17	$ 19,013.00
A	Category II (B)	Medians Landscaped with Trees, Shrubs, Groundcover - Camino Del Sur Approximately 323,533 Sq. Ft.	$ 94,431.00	2,628.00	$ 7,375.83	$ 5,921.00
A	Category III	Medians Hardscaped Black Mountain Road Approximate Area: 3,100 sq. ft	$ 2,314.00	62.00	$ 181.50	$ 136.00
A	Category V (A)	Rights-of-Way or Adjacent Areas Landscaped with Trees, Shrubs, Groundcover - Black Mountain Road/Carmel Valley Road Approximate Area 317,866 Sq Ft (21,209 Sq Ft Black Mountain Road) and (296,657 Sq Ft Carmel Valley Road)	$ 58,845.00	1,628.00	$ 3,772.17	$ 13,579.00
A	Category V (B)	Rights-of-Way or Adjacent Areas Landscaped with Trees, Shrubs, Groundcover - Camino Del Sur/San Dieguito Road Approximate Area 76,884 Sq Ft Carmel Valley Road to Bridge at North Lights	$ 44,452.00	1,224.00	$ 3,549.50	$ 1,858.00
A	Category VI	Slopes Landscaped with Trees, Shrubs, Groundcover - Camino Del Sur /San Dieguito Road Approximate Area: 975,575 sq. ft. (792,595 sq. ft. – Camino del Sur / Carmel Valley Road to Bridge at Northern Lights) and (182,980 sq. ft. – San Dieguito Road / Bridge at Encendido to Fairbanks Ranch).	$ 72,178.00	1,804.00	$ 3,512.17	$ 30,032.00
A	Category VII	Fire Station 46 Approximate Area 16,898 Sq Ft	$ 5,562.00	146.00	$ 314.50	$ 1,788.00
A	Category XI	Gutters Approximate Area: 81,684 lin Ft (3,947 lin Ft Black Mountain road), (28,032 lin Ft Carmel Valley Road), (38,825 lin Ft Camino Del Sur) and (10,880 lin Ft Sandieguito	$ 26,052.00	756.00	$ 2,171.00	$ -
A	Category XII	Concrete Brow Ditches Approximate Area: 4,241 lin ft (10 lin ft Black Mountain Road), (152 lin ft Carmel Valley Road), (640 lin ft Camino Del Sur) and (3,439 lin ft Sandieguito Road)	$ 2,282.00	66.00	$ 75.83	$ 1,372.00
A	Category XIV (A)	Other - Focal Points Black Mountain Road/ Carmel Valley Road Approximate Area: 2,600 sq ft	$ 8,429.00	227.50	$ 670.17	$ 387.00
A	Category XIV (B)	Other Sidewalks/ Bridge Hardscape – Black Mountain Ranch South Approximate Area: 201,644 sq ft (15,542 sq ft Black Mountain Road), (106,115 sq ft Carmel Valley Road), (78,482 sq ft Camino Del Sur) and (1,505 sq ft Sandieguito Road	$ 5,480.00	154.00	$ 456.67	$ -
A	Category XIV (C)	Other - Carmel Valley Road Medians Mulched Approximate Area 181,572 sq ft	$ 7,514.00	208.00	$ 626.17	$ -
A	**Routine Service**	All Scheduled Tasks including Infrequent Tasks.	**Section A Totals:** **$ 384,642.00**	**10,483.50**	**$ 25,879.67**	**$ 74,086.00**

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:** **$ 70,000.00**	2,000

Section A and B Total: **$ 454,642.00**

Section		Description	Estimated Total Price Per Year
C	**Materials for Extraordinary Labor**	The cost of five thousand ($5,000) dollars [Provided by the City] will be added to the bid price to determine the overall lowest bid.	**Section C Total:** **$ 5,000.00**

Pricing Schedule Template

			Section A, B, and C Total:	$ 459,642.00
A, B, C	Grand Total	Estimated Contract Value, One (1) Year Term:	Total Proposal (One Year)	$ 459,642.00

EXHIBIT C

THE CITY OF SAN DIEGO

GENERAL CONTRACT TERMS AND PROVISIONS

APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS

ARTICLE I
SCOPE AND TERM OF CONTRACT

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

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

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

ARTICLE II
CONTRACT ADMINISTRATOR

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

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

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

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

ARTICLE III
COMPENSATION

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

3.2 Invoices.

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

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

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

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

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

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

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

3.2.6.2 Monthly Invoicing and Payments. Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5^{th}) 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 Contact, 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.

10090505-26-G_Black Mtn Ranch S MAD Landscaping pending

Final Audit Report 2026-09-08

Created:	2026-09-08
By:	Jerry Gibbs (jggibbs@sandiego.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAApgi8xD5KZtbWci1mS0VmOiDC7jk0KRik

"10090505-26-G_Black Mtn Ranch S MAD Landscaping pending " History

Document created by Jerry Gibbs (jggibbs@sandiego.gov)
2026-09-08 - 9:02:56 PM GMT- IP address: 156.29.5.177

Document emailed to info@treebeardlandscape.com for signature
2026-09-08 - 9:12:56 PM GMT

Email viewed by info@treebeardlandscape.com
2026-09-08 - 9:13:02 PM GMT- IP address: 66.249.84.34

Signer info@treebeardlandscape.com entered name at signing as Felipe Lopez
2026-09-08 - 9:49:57 PM GMT- IP address: 70.167.74.201

Document e-signed by Felipe Lopez (info@treebeardlandscape.com)
Signature Date: 2026-09-08 - 9:49:59 PM GMT - Time Source: server- IP address: 70.167.74.201 - Signature Appearance Selected: TYPE

Agreement completed.
2026-09-08 - 9:49:59 PM GMT

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

GOODS AND SERVICES CONTRACTOR REQUIREMENTS

I. City's Equal Opportunity Contracting Commitment.

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

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

II. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. Disclosure of Discrimination Complaints.

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

IV. Work Force Report and Equal Opportunity Outreach Plan.

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

B. Duty to Comply with Equal Opportunity Outreach Plan. A Contractor for whom an EEOP has been approved by the City shall use best efforts to comply with that EEOP.

V. Small and Local Business Program Requirements.

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

A. Apply a maximum of an additional 12% of the total possible evaluation points to the Contractor's final score for SLBE or ELBE participation. Additional points will be awarded as follows:

   a. If the Contractor achieves 20% participation, apply 5% of the total possible evaluation points to the Contractor's score; or

   b. If the Contractor achieves 25% participation, apply 10% of the total possible evaluation points to the Contractor's score; or

   c. If the prime contractor is a SLBE or an ELBE, apply 12% of the total possible evaluation points to the Contractor's score.

VI. Maintaining Participation Levels.

A. Additional points are based on the Contractor's level of participation proposed prior to the award of the goods, services, or consultant contract. Contractors are required to achieve and maintain the SLBE or ELBE participation levels throughout the duration of the goods, services, or consultant contract.

B. If the City modifies the original specifications, the Contractor shall make reasonable efforts to maintain the SLBE or ELBE participation for which the additional points were awarded. The City must approve in writing a reduction in SLBE or ELBE participation levels.

C. Contractor shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or ELBE subcontractor.

D. Contractor's failure to maintain SLBE or ELBE participation levels as specified in the goods, services, or consultant contract shall constitute a default and grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.

E. The remedies available to the City under San Diego Municipal Code Division 36 are cumulative to all other rights and remedies available to the City.

VII. Certifications.

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

A. Current certification by the State of California Department of Transportation (CALTRANS) as DBE.

B. Current MBE or WBE certification from the California Public Utilities Commission.

C. DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.

D. Current certification by the City of Los Angles as DBE, WBE, or MBE.

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

VIII. List of Attachments.

AA. Contractors Certification of Pending Actions

BB. Work Force Report

City of San Diego

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:

City of San Diego Landscape Maintenance RFP Black Mountain Maintenance Assestment District (MAD) RFP #10090505-26-G

B. BIDDER/PROPOSER INFORMATION:

Treebeard Landscape			
Legal Name		DBA	
9917 Campo Rd.	Spring Valley	CA	91979
Street Address	City	State	Zip
Felipe Lopez, General Manager	(619) 697-8302		
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.

Jackie Andrade	Office Manager
Name	Title/Position
Chula Vista, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Communicates with City of San Diego employees and prepare proposals for purpose of contracting with the City of San Diego	
Interest in the transaction	

Felipe Lopez	General Manager
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Engages with supervisors of work to completed within the MAD and the City of San Diego	
Interest in the transaction	

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

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

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

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

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

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

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

C. OWNERSHIP AND NAME CHANGES:

1. In the past five 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: 10/31/1978 State of incorporation: California

List corporation's current officers: President: Tim Hillman
Vice Pres:
Secretary: Craig DesLauriers
Treasurer: Craig DesLauriers

Type of corporation: C ☑ Subchapter S ☐

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

If **Yes,** after what date: 10/31/1978

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:

Craig DesLauriers 50%

Tim Hillman 50%

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: California Bank and Trust

   Point of Contact: Theresa Patterson

   Address: 3787 Avocado Blvd, La Mesa 91941

   Phone Number: (619) 670-0333

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.: B1978044007 Year Issued: 2024

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: Treebeard Landscape

Contact Name and Phone Number: Ferdinand Ecija (619)464-1221

Contact Email: ferdie@rsda.org

Address: 10050 Austin Drive, Spring Valley, CA 91979

Contract Date: January 1, 1985

Contract Amount: $ 829,405.00

Requirements of Contract: Landscape Maintenance of Rancho San Diego

Company Name: The Cottages HOA

Contact Name and Phone Number: Ron F. Ficalora (619) 589-6222

Contact Email: ron@helmmanagement.com

Address: 4668 Nebo Drive, La Mesa, CA 91941

Contract Date: May 1, 2006

Contract Amount: $ 305,372.00

Requirements of Contract: Landscape Maintenance of The Cottages

Company Name: Lakeridge HOA

Contact Name and Phone Number: Ron F. Ficalora (619) 589-6222

Contact Email: ron@helmmangement.com

Address: 4668 Nebo Drive, La Mesa, CA 91941

Contract Date: May 1, 2018

Contract Amount: $ 246,685.00

Requirements of Contract: Landscape Maintenance of Lakeridge

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: Everde Growers

Address: 5400 Governor Drive, San Diego, CA 92122

Contact Name: James Onstott Phone: (858) 552-0592 Email: jonstott@everde.com

Contractor License No.: Supplier DIR Registration No.: Supplier

Sub-Contract Dollar Amount: $ $ 4,000.00 (per year) $ $ 48,000.00 (total contract term)

Scope of work subcontractor will perform: Irrigation Materials

Identify whether company is a subcontractor or supplier: Supplier

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

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

Company Name: Horizon Distributors Inc,

Address: 7366 Engineer Rd, San Diego, CA 92111-1410

Contact Name: Larry Hall Phone: 858 278-5151 Email: lary.hall@horizonline.com

Contractor License No.: Supplier DIR Registration No.: Supplier

Sub-Contract Dollar Amount: $ 9,000.00 (per year) $ 100,000.00 (total contract term)

Scope of work subcontractor will perform: Irrigation Materials

Identify whether company is a subcontractor or supplier: 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

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: SiteOne Landscape Supply

Address: 5805 Kearny Villa Rd, San Diego, CA 92123-1113

Contact Name: Juan Ruben Treviño Phone: (858) 560-6611 Email: jtrevino@siteone.com

Contractor License No.: Supplier DIR Registration No.: Supplier

Sub-Contract Dollar Amount: $ $ 2,000.00 (per year) $ $ 10,000.00 (total contract term)

Scope of work subcontractor will perform: Irrigation Material

Identify whether company is a subcontractor or supplier: Supplier

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

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

Company Name: Simplot Turf & Horticulture

Address: 6160 Marindustry Dr. Ste #A, San Diego, CA 92121

Contact Name: Carl Deertz Phone: (858)812-2880 Email: Carl.Deertz@simplot.com

Contractor License No.: Supplier DIR Registration No.: Supplier

Sub-Contract Dollar Amount: $ 9,000.00 (per year) $ 45,000.00 (total contract term)

Scope of work subcontractor will perform: Fertilizer and Chemicals

Identify whether company is a subcontractor or supplier: 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

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: Lloyds Pest Control Service

Address: 1353 Magnolia Street, El Cajon, CA 92020

Contact Name: Richard Bourgeau Phone: (858) 274-2847 Email: richard.bourgeau@lloydpest.com

Contractor License No.: PH813 DIR Registration No.: 1000011076

Sub-Contract Dollar Amount: $ $ 325.00 (per year) $ $ 3,900.00 (total contract term)

Scope of work subcontractor will perform: Beehive Removal

Identify whether company is a subcontractor or supplier: Sub-Contractor

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: One Tripp Tree Service

Address: 11835 Carmel Mountain Road, Suite 1304-PMB 334, San Diego, CA 92128

Contact Name: Holly Phone: (858) 571-3710 Email: onetripptree@aol.com

Contractor License No.: 487448 DIR Registration No.: 1000016934

Sub-Contract Dollar Amount: $ 350.00 (per year) $ 1,500.00 (total contract term)

Scope of work subcontractor will perform: Fertilizer and Chemicals

Identify whether company is a subcontractor or supplier: 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.

Felipe Lopez General Manager		5/28/2026
Name and Title	Signature	Date

City of San Diego
CONTRACTOR STANDARDS
Attachment "A"

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

H #4 Nick DesLauriers- Calle Cristobal Title- Inspector

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.

Felipe Lopez, General Manager		5/28/2026
Print Name, Title	Signature	Date

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

GOODS AND SERVICES CONTRACTOR REQUIREMENTS

I. City's Equal Opportunity Contracting Commitment.

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

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

II. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. Disclosure of Discrimination Complaints.

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

IV. Work Force Report and Equal Opportunity Outreach Plan.

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

B. Duty to Comply with Equal Opportunity Outreach Plan. A Contractor for whom an EEOP has been approved by the City shall use best efforts to comply with that EEOP.

V. Small and Local Business Program Requirements.

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

A. Apply a maximum of an additional 12% of the total possible evaluation points to the Contractor's final score for SLBE or ELBE participation. Additional points will be awarded as follows:

   a. If the Contractor achieves 20% participation, apply 5% of the total possible evaluation points to the Contractor's score; or

   b. If the Contractor achieves 25% participation, apply 10% of the total possible evaluation points to the Contractor's score; or

   c. If the prime contractor is a SLBE or an ELBE, apply 12% of the total possible evaluation points to the Contractor's score.

VI. Maintaining Participation Levels.

A. Additional points are based on the Contractor's level of participation proposed prior to the award of the goods, services, or consultant contract. Contractors are required to achieve and maintain the SLBE or ELBE participation levels throughout the duration of the goods, services, or consultant contract.

B. If the City modifies the original specifications, the Contractor shall make reasonable efforts to maintain the SLBE or ELBE participation for which the additional points were awarded. The City must approve in writing a reduction in SLBE or ELBE participation levels.

C. Contractor shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or ELBE subcontractor.

D. Contractor's failure to maintain SLBE or ELBE participation levels as specified in the goods, services, or consultant contract shall constitute a default and grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.

E. The remedies available to the City under San Diego Municipal Code Division 36 are cumulative to all other rights and remedies available to the City.

VII. Certifications.

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

A. Current certification by the State of California Department of Transportation (CALTRANS) as DBE.

B. Current MBE or WBE certification from the California Public Utilities Commission.

C. DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.

D. Current certification by the City of Los Angles as DBE, WBE, or MBE.

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

VIII. List of Attachments.

AA. Contractors Certification of Pending Actions

BB. Work Force Report

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

☒ The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.

☐ The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

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

Contractor Name: Treebeard Landscape

Certified By Felipe Lopez Title General Manager

Name

Signature

Date 5/28/2026

The City of SAN DIEGO

Work Force Report

HISTORY

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

WORK FORCE & BRANCH WORK FORCE REPORTS

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

MANAGING OFFICE WORK FORCE

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

TYPES OF WORK FORCE REPORTS:

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

[1] One San Diego County (or Most Local County) Work Force – Mandatory in most cases

[2] Branch Work Force *

[3] Managing Office Work Force

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

RACE/ETHNICITY CATEGORIES

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

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

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

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

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

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

Exhibit A: Work Force Report Job Categories – Administration

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

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

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

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

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

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

Administrative Support
Financial Clerks
Information and Record Clerks
Legal Support Workers
Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

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

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

Installers, and Repairers
Woodworkers

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

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

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

Exhibit B: Work Force Report Job Categories-Trade

Brick, Block or Stone Masons
Brickmasons and Blockmasons
Stonemasons

Carpenters

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

Cement Masons, Concrete Finishers
Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst
Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

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

Glaziers

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

Millwrights
Heating, Air Conditioning and Refrigeration Mechanics and Installers
Mechanical Door Repairers

Control and Valve Installers and Repairers

Other Installation, Maintenance and Repair Occupations

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

Painters, Const. Maintenance
Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers
Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons

Roofers

Security Guards & Surveillance Officers

Sheet Metal Workers

Structural Iron and Steel Workers

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

Workers, Extractive Crafts, Miners

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 sections1810 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.

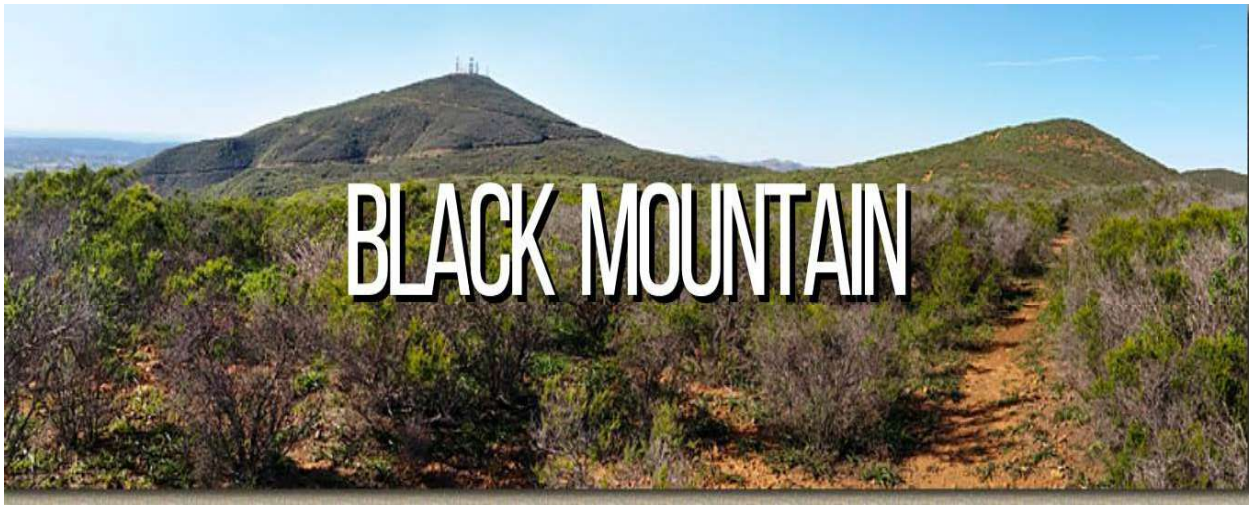
7. **Annual Compliance Report**. Bidder and its subcontractors must file an annual report documenting compliance with the LWO pursuant to San Diego Municipal Code section 22.4225(d). Records documenting compliance must be maintained for a minimum of three (3) years after the City's final payment on the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

TREEBEARD
LANDSCAPE
Since 1978

Landscape Maintenance for the
Black Mountain
(MAD) Maintenance Assessment District
10090505-26-G



(619) 697-8302

info@treebeardlandscape.com
treebeard@treebeardlandscape.com

P.O. Box 2777
Spring Valley, CA. 91979

Contractor's License #388579

TREEBEARD LANDSCAPE

Table of Contents

I	Request for Proposal RFP **10090505-26-G**
1.1	Addendum A (Including Questions, Comments and Answers)
1.2	Contract Resulting from Request for Proposal **RFP 10090505-26-G**
	Tab A- Submission of information and Forms
	Exhibit A-Proposal Submission and requirements
	Exhibit B-Specifications -Overview of Services and required Licenses
	Service Frequency
	Black Mountain MAD (MAP)
2.2	Contractors Standards Pledge of Compliance
2.3	EOCP Good and Services Contractors Requirements/EEO
2.4	Living Wage Ordinance Certification Compliance
2.5	Licenses as required in Exhibit B
2.9	Manufacture's Price List
2.10	MSDS Labels and Safety Data Sheet
II	**TAB B- Executive Summary and Responses to Specifications**
2.11	Title Page
2.12	Table of Contents
2.13	Executive Summary
2.14	Proposer's Response to the RFP
2.15	Experience and Qualifications
2.16	Staffing Plan
2.17	Employee Safety Program
2.18	Quality Control Management Plan
2.19	Statement of Available Equipment and Vehicles
III	**Tab C- Cost/Price Proposal**
3.1	Employee's Resume
3.2	Employee Background Check
3.3	Organization Chart
3.4	Availability/Geographical Location of Personnel
3.5	Expertise and Past Performance Project
	Exhibit C
4.1	General Contract Terms and Provisions
	Exhibit D
5.1	Wage Requirements
	Exhibit E
6.1	Pricing Schedule

(619) 697-8302

info@treebeardlandscape.com
treebeard@treebeardlandscape.com

P.O. Box 2777
Spring Valley, CA. 9197

Request for Proposal (RFP) for Landscape Maintenance within Black Mountain Ranch South Maintenance Assessment District (MAD)
Addendum A

Solicitation Number:	10090505-26-G
Solicitation Issue Date:	May 4, 2026
Questions and Comments Due:	May 18, 2026 @ 12:00 p.m.
Revised **Proposal Due Date and Time**	**June 3, 2026 @ 2:00 p.m.**
("Closing Date"): Contract Terms:	One (1) year, with four (4), additional one (1) year options to renew from the Effective Date, as defined in Article I, Section 1.2 of the City's General Contract Terms and Provisions.
City Contact:	Jerry G. Gibbs, Associate Procurement Contracting Officer Jggibbs@sandiego.gov (619) 236-5510
Submissions:	Proposer is required to provide an electronic proposal via PlanetBids. The City may require Proposers to submit original hard copies prior to execution of the contract if the PlanetBids electronic submission does not include an authorized electronic signature page (e.g., Adobe Sign, DocuSign). Completed and signed RFP signature page is required, with most recent addendum listed as acknowledgement of all addenda issued.

CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPARTMENT
1200 Third Avenue, Suite 200
San Diego, CA 92101-4195

ADDENDUM A

RFP No. 10090505-26-G ***Revised*** **RFP Closing Date: June 3, 2026 @2:00 p.m.**

City of San Diego solicitation to provide Landscaping Maintenance within Black Mountain Ranch South Maintenance Assessment District (MAD).

The following changes to the specifications are hereby made effective as though they were originally shown and/or written:

1. *Remove* the original cover sheet and *replace* with the attached Addendum A cover sheet. **(Note: the closing date has been extended to June 3, 2026).**

2. *Remove* the original Request for Proposal Signature Page 3 and *replace* with the attached Addendum A, Request for Proposal (RFP) Signature Page (Page 3 of 11).

3. *Add* two (2) pages of "Questions and Answers". (Note The questions and answers are being provided for informational purposes only and are not part of any resulting contract from this RFP.)

CITY OF SAN DIEGO PURCHASING & CONTRACTING DEPARTMENT



Jerry G. Gibbs
Associate Procurement Contracting Officer
(619)236-5510

Addendum A
May 26, 2026

RFP No. 10090505-26-G
Landscape Maintenance within Black Mountain Ranch South
Maintenance Assessment District (MAD)

ADDENDUM A

QUESTIONS AND RESPONSES (12 Questions in Total)

Question 1: Does the city have an inventory on how many irrigation timers and working stations per timer for the entire MAD? Is there any battery-operated timers on site and if so how many? Are there any areas where we need to factor manual watering of any areas or plant material?

Response: **Yes, there are approximately 18 irrigation controllers with 508 stations. There are no battery-operated timers. All areas are watered by irrigation system. All areas not adequately covered by a sprinkler system shall be irrigated by portable irrigation method.**

Question 2: Would you please confirm the correct pre-bid meeting information?

Response: **There is no pre-bid meeting for this RFP.**

Question 3: Would you please let me know the prior annual award amount for this service contract?

Response: **The prior annual awarded amount for this service was $387,910.24**

Question 4: What is the name of the current contractor?

Response: **Treebeard Landscape Inc., is the current contractor.**

Question 5: Are there any changes in the current scope of work and the last time it was out for bid?

Response: **The substantive scope of work and contract sites remain the same.**

Question 6: What is the monthly invoice for the contract?

Response: **$28,794.08 is the monthly invoice for this contract.**

Question 7: Who pays for Irrigation Parts?

Response: **Please refer to Exhibit B, Section 11.3**

Question 8: Is Roundup ok to use in your city?

Response: **No, Glyphosate may be used in City parks or Joint-Use Fields. NO PESTICIDE APPLICATION OF ANY TYPE allowed at City School locations (joint use sites). However, Glyphosate may be used on medians, ROWs, slopes, and open space areas with approval from the Technical Representative, in accordance withExhibit B, Section 10.4.**

Question 9: Does contractor pay for disposal or city?

Response: Please refer to Exhibit B, Section 9.14.1.

Question 10: What is the current mowing day for the incumbent contractor?

Response: N/A – Mowing is not an assigned task for this contract.

Question 11: Are all irrigation repairs extra for both labor and material?

Response: Not all. Please refer to Exhibit B, Sections 9 and 11.3.

Question 12: Will the dead or missing plant material onsite be replaced prior to the start of the new contract?

Response: No, please refer to Exhibit B Section 9.18.2.

CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10090505-26-G, Landscape Maintenance within Black Mountain Ranch South 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) # 10090505-26-G, Landscape Maintenance within Black Mountain Ranch South 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 Park Village MAD as further described in the Scope of Work, attached hereto as Exhibit B. (Services).

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

ARTICLE I
CONTRACTOR SERVICES

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

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

ARTICLE II
DURATION OF CONTRACT

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

2.2 Effective Date. This Contract shall be effective on the 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.

CONTRACTOR

Treebeard Landscape
Proposer

9917 Campo Road
Street Address

Spring Valley, CA 91979
City

619-697-8302
Telephone No.

info@treebeardlandscape.com
E-Mail

BY: _____
Signature of
Proposer's Authorized
Representative

Felipe Lopez
Print Name

General Manager
Title

5/29/26
Date

CITY OF SAN DIEGO
A Municipal Corporation

BY: _____

Print Name: _____

Director, Purchasing & Contracting Department

_____
Date Signed

Approved as to form this _____ day of

_____, 20_____.
HEATHER FERBERT, City Attorney

BY: _____
Deputy City Attorney

Addendum A
May 26, 2026

TREEBEARD
LANDSCAPE

TAB A

TREEBEARD
LANDSCAPE
Since 1978

Landscape Maintenance for the
Black Mountain
(MAD) Maintenance Assessment District
10090505-26-G

(619) 697-8302

info@treebeardlandscape.com
treebeard@treebeardlandscape.com

P.O. Box 2777
Spring Valley, CA. 91979

Tab A - Submission of Information and Forms.

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

2.2 The Contractor Standards Pledge of Compliance Form.

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

2.4 Living Wage Ordinance Certification of Compliance.

2.5 Licenses as required in Exhibit B.

2.6 Reserved.

2.6 Additional Information as required in Exhibit B.

2.7 Reserved.

2.8 Reserved.

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

Tab B - Executive Summary and Responses to Specifications.

2.10 A title page.

2.11 A table of contents.

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

2.13 Proposer's response to the RFP.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. PRICING

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

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

For example, if the lowest total estimated contract price of all proposals is $100, that proposal would receive the maximum allowable points for the price category. If the total estimated contract price of another proposal is $105 and the maximum allowable points is 60 points, then that proposal would receive (1 – ((105 – 100) / 100) x 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. 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	**15**
B. Staffing Plan. 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	**30**
C. Firm's Capability to provide the services and expertise and Past Performance. 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.	**45**
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**

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.

TREEBEARD
LANDSCAPE

EXHIBIT A

TREEBEARD
LANDSCAPE
Since 1978

Landscape Maintenance for the
Black Mountain
(MAD) Maintenance Assessment District
10090505-26-G

(619) 697-8302

info@treebeardlandscape.com
treebeard@treebeardlandscape.com

P.O. Box 2777
Spring Valley, CA. 91979

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:

TREEBEARD
LANDSCAPE

EXHIBIT B

TREEBEARD
LANDSCAPE
Since 1978

Landscape Maintenance for the
Black Mountain
(MAD) Maintenance Assessment District
10090505-26-G

(619) 697-8302

info@treebeardlandscape.com
treebeard@treebeardlandscape.com

P.O. Box 2777
Spring Valley, CA. 91979

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 Black Mountain Ranch South 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.	#1000030259		Treebeard Landscape
Subcontractor's DIR Registration No.	1000016934 1000011076	6/30/2029 6/30/2026	One Tripp Tree Service Lloyd Pest Control

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.:388579	4/30/2028	Tim Hillman
Qualified Applicator Certificate	101044	12/31/2026	Tim Hillman
Pest Control Business License	#38808	12/31/2027	Treebeard Landscape
Pest Control Advisor	#75356	12/26/2026	Tim Faucet
Recycled Water Site Supervisor Certificate	6984 6966	7/17/2029 7/17/2029	Clemente Perez Kelle DesLauriers

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 RFP No. 10090505-26-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:

Ivan Trujillo
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 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. 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.

d) A proposed work schedule that demonstrates the fulfillment of the established frequencies.

e) 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, Weed Whips, Backpack Sprayers, Pole Saw, 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.

REST OF PAGE INTENTIONALLY LEFT BLANK

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.

Black Mountain MAD RFP #10090505-26-G

Task Description	Frequency	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Category II (A)	"Medians Landscaped with Trees, Shrubs, Groundcover - Black Mountain Road/Car													
Supervisory Inspection	Weekly	4	4	5	4	4	5	4	4	5	4	4	5	52
Irrigation Inspection	Biweekly	32	32	40	32	32	40	32	32	40	32	32	40	416
Litter Removal	Weekly	16	16	20	16	16	20	16	16	20	16	16	20	208
Weed Removal	Biweekly	32	32	40	32	32	40	32	32	40	32	32	40	416
Pruning-Trees	2 x Year	0	0	0	16	0	0	0	0	0	16	0	0	32
Pruning - Shrubs and Groundcover	6 x Year	0	72	0	72	0	72	0	72	0	72	0	72	432
Fertilization –Complete	3 x Year	0	0	8	0	0	0	8	0	0	8	0	0	24
													Total	1580

Task Description	Frequency	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Category II(B)	Medians Landscaped with Trees, Shrubs, Groundcover - Camino Del Sur													
Supervisory Inspection	Weekly	4	4	5	4	4	5	4	4	5	4	4	5	52
Irrigation Inspection	Biweekley	32	32	40	32	32	40	32	32	40	32	32	40	416
Litter Removal	Weekly	16	16	20	16	16	20	16	16	20	16	16	20	208
Weed Removal	Biweekley	48	48	60	48	48	60	48	48	60	48	48	60	624
Prunning - Trees	4 x Year	0	0	8	0	0	8	0	0	8	0	0	8	32
Pruning- Shrubs and Groundcover	Monthly	96	96	96	96	96	96	96	96	96	96	96	96	1152
Edging	Monthly	8	8	8	8	8	8	8	8	8	8	8	8	96
Fertilization-Complete	3 x Year	0	0	16	0	0	16	0	0	0	16	0	0	48
													Total	2628

Task Description	Frequency	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Category III	Medians Hardscaped Black Mountain Rd													
Supervisory Inspection	Weekly	2	2	2.5	2	2	2.5	2	2	2.5	2	2	2.5	26
Litter Removal	Weekly	2	2	2.5	2	2	2.5	2	2	2.5	2	2	2.5	26
Weed Removal	Monthly	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	6
Sweeping concrete	4 x Year	0	0	1	0	0	1	0	0	1	0	0	1	4
													Total	62

Task Description	Frequency	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Category V (A)	Right-of-Way Adjacent Areas Landscaped with Trees, Shrubs, Groundcover Black Mountain Rd/Carmel Valley Rd													
Supervisory Inspection	Weekly	4	4	5	4	4	5	4	4	5	4	4	5	52
Irrigation Inspection	Biweekly	32	32	40	32	32	40	32	32	40	32	32	40	416
Litter Removal	Weekly	16	16	20	16	16	20	16	16	20	16	16	20	208
Weed Removal	Biweekly	48	48	60	48	48	60	48	48	60	48	48	60	624
Pruning - Trees	2 x Year	0	0	0	8	0	0	0	0	0	8	0	0	16
Pruning – Shrubs and Groundcover	4 x year	0	0	72	0	0	72	0	0	72	0	0	72	288
Fertilization- Complete	3 x Year	0	0	8	0	0	8	0	0	0	8	0	0	24
													Total	1628

Task Description	Frequency	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Category V(B)	"Rights-of-Way or Adjacent Areas Landscaped with Trees, Shrubs, Groundcover - Camino Del Sur/San Dieguito Road													
Supervisory Inspection	Weekly	4	4	5	4	4	5	4	4	5	4	4	5	52
Irrigation Inspection	Biweekly	32	32	40	32	32	40	32	32	40	32	32	40	416
Litter Removal	Weekly	16	16	20	16	16	20	16	16	20	16	16	20	208
Weed Removal	Biweekly	16	16	20	16	16	20	16	16	20	16	16	20	208
Pruning - Trees	2 x Year	0	0	4	0	0	4	0	0	4	0	0	4	16
Pruning - Shrubs and Groundcover	Monthly	24	24	24	24	24	24	24	24	24	24	24	24	288
Edging	Monthly	2	2	2	2	2	2	2	2	2	2	2	2	24
Fertilization – Complete	3 x Year	0	0	4	0	0	4	0	0	0	4	0	0	12
														0
													Total	1224

24

Task Description	Frequency	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Category VI	Slopes Landscaped with Trees, shrubs and groundcover Camino del Sure/ San Dieguito Rd													
Supervisory Inspection	Weekly	4	4	5	4	4	5	4	4	5	4	4	5	52
Irrigation Inspection	Biweekly	40	40	50	40	40	50	40	40	50	40	40	50	520
Litter Removal	Weekly	16	16	20	16	16	20	16	16	20	16	16	20	208
Weed Removal	Biweekly	32	32	40	32	32	40	32	32	40	32	32	40	416
Pruning - Trees	2 x Year	0	0	0	8	0	0	0	0	0	8	0	0	16
Pruning - Shrubs and Groundcover	4 x Year	0	0	120	0	0	120	0	0	120	0	0	120	480
Fertilization – Complete	3 x Year	0	0	24	0	0	24	0	0	0	24	0	0	72
Weed whipping of Grasslands	2 x Year	0	0	0	20	0	0	0	0	20	0	0	0	40
													Total	1804

Task Description	Frequency	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Category VII	Fire Station 46													
Irrigation Inspection	Monthly	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	6
Weed Removal	Monthly	8	8	8	8	8	8	8	8	8	8	8	8	96
Pruning - Shrubs and Groundcover	4 x Year	0	0	8	0	0	8	0	0	8	0	0	8	32
Pruning - Trees	2 x Week	0	0	0	2	0	0	0	0	0	2	0	0	4
Fertilization- Complete	4 x Year	0	0	0.5	0	0	0.5	0	0	0.5	0	0	0.5	2
Sweeping-Hardscape	Monthly	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	6
													Total	146

Task Description	Frequency	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Category XI	Gutters													
Supervisory Inspection	Weekly	4	4	5	4	4	5	4	4	5	4	4	5	52
Litter Removal	Weekly	8	8	10	8	8	10	8	8	10	8	8	10	104
Weed Removal	Monthly	2	2	2	2	2	2	2	2	2	2	2	2	24
Sweeping-Curbs and Gutters	Monthly	48	48	48	48	48	48	48	48	48	48	48	48	576
													Total	756

Task Description	Frequency	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Category XII	Concrete Brow Ditches													
Supervisory Inspection	Weekly	2	2	2.5	2	2	2.5	2	2	2.5	2	2	2.5	26

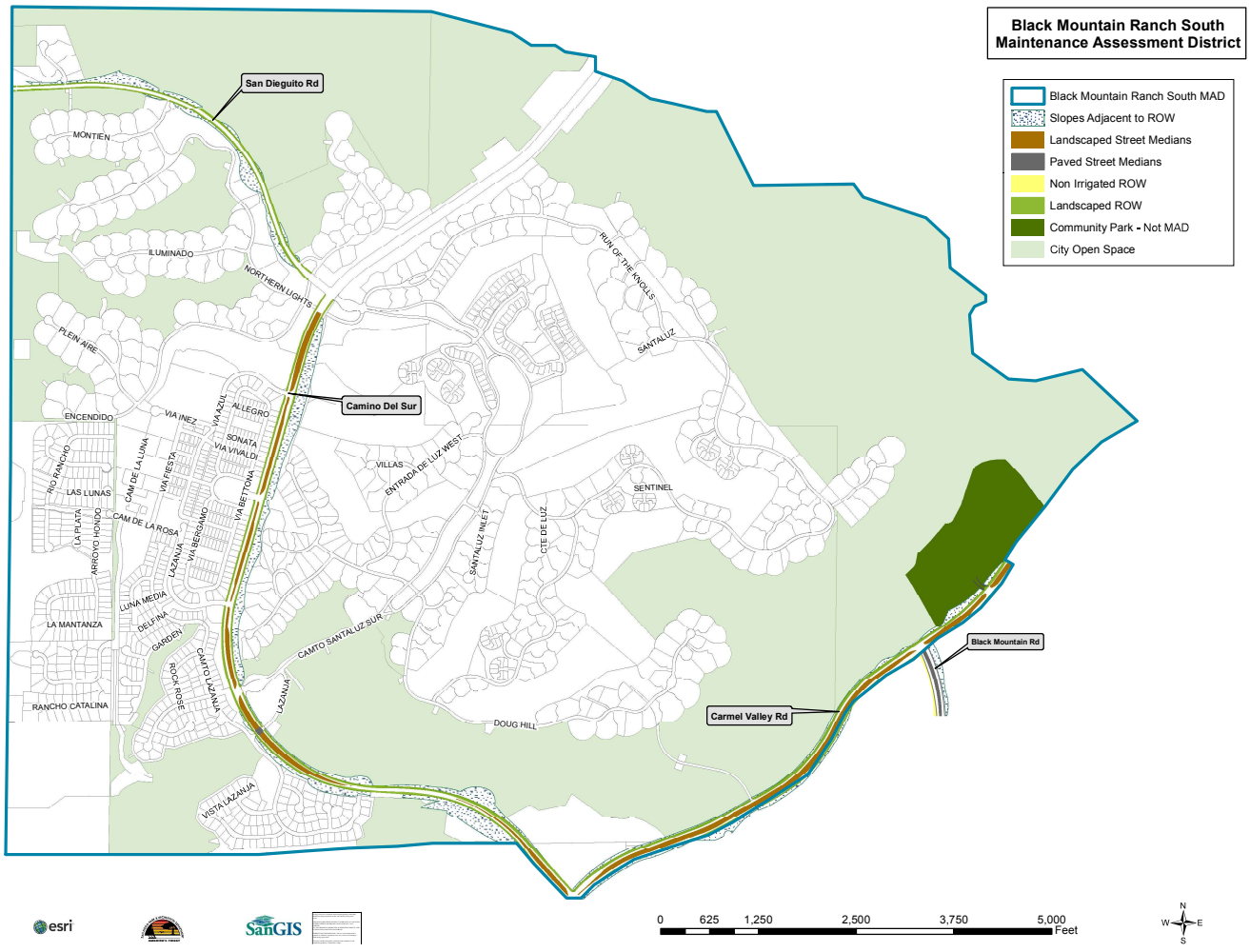
Litter Removal	4 x Year	0	0	2	0	0	2	0	0	2	0	0	2	8
Weed Removal	4 x Year	0	2	0	0	2	0	0	2	0	0	2	0	8
Cleaning- Brow Ditches	4 x Year	0	6	0	0	6	0	0	6	0	0	6	0	24
													Total	66

Task Description	Frequency	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Category XIV (A)	Other- Focal Points Black Mountain Road/Carmel Valley Road													
Supervisory Inspection	Weekly	4	4	5	4	4	5	4	4	5	4	4	5	52
Irrigation Inspection	Biweekly	4	4	5	4	4	5	4	4	5	4	4	5	52
Litter Removal	Weekly	4	4	5	4	4	5	4	4	5	4	4	5	52
Weed Removal	Biweekly	2	2	2.5	2	2	2.5	2	2	2.5	2	2	2.5	26
Edging	Monthly	1	1	1	1	1	1	1	1	1	1	1	1	12
Pruning - Trees	4 x year	0	0	2	0	0	2	0	0	2	0	0	2	8
Pruning/Edging Shrubs and Groundcover	Monthly	2	2	2	2	2	2	2	2	2	2	2	2	24
Fertilization – Complete	3 x Week	0	0	0.5	0	0	0.5	0	0	0	0.5	0	0	1.5
													Total	227.5

Task Description	Frequency	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Category XIV(B)	Other Sidewalks/Bridge Hardscape-Black Mountain Ranch South													
Supervisory Inspection	Weekly	4	4	5	4	4	5	4	4	5	4	4	5	52
Litter Removal	Weekly	4	4	5	4	4	5	4	4	5	4	4	5	52
Weed Removal	Monthly	2	2	2	2	2	2	2	2	2	2	2	2	24
Sweeping-Hardscape	Biweekly	2	2	2.5	2	2	2.5	2	2	2.5	2	2	2.5	26
													Total	154

Task Description	Frequency	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Category XIV (C)	Other- Carmel Valley Road Medians Mulch													
Supervisory Inspection	Weekly	4	4	5	4	4	5	4	4	5	4	4	5	52
Litter Removal	Weekly	8	8	10	8	8	10	8	8	10	8	8	10	104
Weed Removal	Weekly	4	4	5	4	4	5	4	4	5	4	4	5	52
													Total	208

ATTACHMENT A



EEO PLAN

Equal Employment Opportunity (EEO)

THE RESPONSIBILITY FOR THE IMPLEMENTATION OF THE EEO PLAN IS ASSIGNED TO DIANE PATTERSON, DIRECTOR OF HUMAN RESOURCES AND THE EQUAL OPPORTUNITY OFFICER FOR TREEBEARD LANDSCAPE, INC. ALL MANAGEMENT PERSONNEL ARE EXPECTED TO SUPPORT AND IMPLEMENT THIS EEO PLAN IN THE PERFORMANCE OF THEIR JOB DUTIES AND RESPONSIBILITIES. FURTHER, THE MANAGERS AND SUPERVISORS WILL BE EVALUATED ON THE SUCCESS OF THIS PLAN. WE EXPECT SUCCESSFUL ACHIEVEMENT OF THE EEO PLAN AND THE GOALS OF TREEBEARD LANDSCAPE, INC. TO PROVIDE BENEFITS TO ALL EMPLOYEES AND APPLICANTS THROUGH FULLER UTILIZATION AND DEVELOPMENT OF PREVIOUSLY UNDERUTILIZE HUMAN RESOURCES.

TREEBEARD LANDSCAPE, INC. WILL UPDATE AND REAFFIRM THIS EEO PLAN ANNUALLY

Craig DesLauriers

CRAIG R. DESLAURIERS
CHIEF FINANCIAL OFFICER

September 23, 2024
Date:

1 - THE CONTRACTOR WILL MAINTAIN A WORKING ENVIRONMENT FREE OF DISCRIMINATION, HARASSMENT, INTIMIDATION AND COERCION AT ALL SITES AND IN ALL FACILITIES AT WHICH THE CONTRACTOR'S EMPLOYEES ARE ASSIGNED TO WORK.

We are an Equal Employment Opportunity employer. In order to provide equal opportunities to all individuals, employment decisions will be based on merit, qualifications, skills and performance.
It is and will continue to be the policy of Treebeard Landscape, Inc. at all its locations and subsidiaries to practice equal opportunity in all aspects of employment.
Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting. We have a strict policy against discrimination, harassment and retaliation of any type and our goal is to provide a work environment free from discrimination, harassment, and retaliation as well as other disrespectful or other unprofessional conduct based on any protected class: race, color, religion (including religious dress and grooming practices), national origin, age (40 and over), medical condition, physical or mental disability, marital status, sex (including sexual harassment, sex stereotypes and pregnancy, childbirth and related medical conditions), sexual orientation, ancestry, genetic information/ characteristics, gender, gender identity, gender expression, transgender, military or veteran status, or any other characteristic or activity protected by law.
We also prohibit discrimination, harassment, retaliation, disrespectful or unprofessional conduct based on the perception that anyone has any of the above characteristics or is associated with a person who has or is perceived to have any of those characteristics.
It is the policy of Treebeard Landscape, Inc. to provide a work environment for employees and applicants free from harassment of any kind, including sexual harassment of a verbal, visual or physical nature, as well as on the basis of disability or status as a protected veteran. Additionally, retaliation, including intimidation threats, or coercion, because of an employee or applicant has objected to discrimination, engaged or may engage in filing a complaint, assisted in a review, investigation or hearing or have otherwise sought to obtain their legal rights under any Federal, State or local EEO Law regarding individuals with disabilities, protected veterans or any other protected group is prohibited. Any employee found to have acted in violation of this policy shall be subject to appropriate disciplinary action, including warnings, reprimands, suspension and/or discharge. All employees must acknowledge these policies. Also, the employee Code of Conduct contains detailed definitions of prohibited behaviors and specific reporting avenues for employees. Treebeard Landscape, Inc. encourages employees to report any type of harassment, so the issue can be addressed.

(619) 697-8302

info@treebeardlandscape.com
treebeard@treebeardlandscape.com

P.O. Box 2777
Spring Valley, CA. 91979

TREEBEARD LANDSCAPE

EMPLOYEE CODE OF CONDUCT
Harassment Prohibited

Our policy prohibiting harassment applies to all persons involved in operations of the company. It covers harassment of any employee, unpaid intern, volunteer, applicant, contractor, vendor, or any person who has a business, service, or a professional relationship with us.

Harassment prohibited by this policy is not limited to sexual harassment but includes harassment against any of the categories described above.

Prohibited harassment, disrespectful or unprofessional conduct includes many forms of offensive behavior. Harassment can be:

• Verbal (derogatory jokes or comments, epithets, slurs, unwanted invitations, comments, messages, social media posts, any communication through any type of electronic media that is harassing or discriminatory)

• Visual (displays of derogatory or sexually oriented written or graphic material, posters, photography, digital material, gestures)

• Physical (assault, unwanted touching, intentionally blocking someone's movement)

• Threatening, intimidating or hostile acts

• Negative stereotyping

Here are some types of behaviors that may be violations of this policy:

• Making sexually suggestive comments, jokes, advances or offering employment benefits in exchange for sexual favors.

• Teasing, bullying, making fun of or making derogatory remarks about someone's age, race, sexual orientation, disability or gender.

• Posting, passing around or displaying sexually suggestive or obscene printed materials or objects.

• Gender-based harassment including harassment by someone of the same sex as the victim.

Additionally, abusive conduct, defined as any conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests will not be tolerated.

(619) 697-8302

info@treebeardlandscape.com
treebeard@treebeardlandscape.com

P.O. Box 2777
Spring Valley, CA. 91979

TREEBEARD LANDSCAPE

Discrimination Prohibited

We do not discriminate in employment opportunities or practices on the basis of any protected class. We are committed to compliance with all applicable laws providing equal employment opportunities. Unlawful discrimination against job applicants, employees, or unpaid interns by any of our employees is strictly prohibited. This policy governs all aspects of employment, including hiring, promotion, job assignment, compensation, discipline, access to benefits, training, termination or other aspects of employment.

Non-Retaliation

It is also prohibited for supervisors, managers and co-workers, as well as third parties such as vendors or customers, to retaliate against an employee because the employee has complained about discrimination, harassment, retaliation, abusive conduct, or participated in an investigation, proceeding or hearing based on such a complaint. Retaliation is a serious violation of this policy.

Complaint Procedure

All employees are responsible for creating and maintaining a positive work environment. If you believe you have been a victim of discrimination, harassment, retaliation, or if you have witnessed discrimination, harassment, or retaliation that violates our policy, it is important that you take steps to address it immediately so that complaints can be promptly and fairly resolved.

If you are comfortable doing so, talk to the person whose behavior is bothering you and ask the person to stop. Regardless, it is imperative that you report any discrimination, harassment, or retaliation directly to your supervisor or any member of management or human resources as soon as possible after the incident. Please provide as many details of the incident as possible.

Supervisors are required to report any incidents/complaints of discrimination, harassment, or retaliation of which they observe or become aware immediately to the HR manager.

A prompt, fair, thorough and objective investigation of the complaint will be conducted by an impartial and qualified person. Documentation will be maintained to ensure reasonable progress. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. Reasonable conclusions based on the evidence collected will be reached and the complaint will be closed in a timely manner.

Upon completion of the investigation, and where warranted, appropriate corrective action will be taken to eliminate the discrimination, harassment, harassment, sexual harassment, or retaliation. Corrective action may include, but is not limited to, training, counseling, reassignment and/or discipline, up to and including termination. Appropriate action will also be taken to deter future conduct.

To the extent possible, the investigation of a complaint and any subsequent action taken in response to the complaint will proceed in an atmosphere of confidentiality. Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action. Employees who have raised complaints should immediately make a further complaint should the conduct reoccur.

You may also bring your complaint to the federal or state agency that investigate or prosecute complaints. A complaint of discrimination, harassment or retaliation may be filed within one year of the harassment, discrimination or retaliation with the California Department of Fair Employment and Housing ("DFEH"). The DFEH initially serves as a neutral factfinder and attempts to help the parties voluntarily resolve the complaint. The DFEH can be contacted at (800) 884-1684; or for the hard of hearing, (TTY) (800) 700-2320; or visit the department's website at www.dfeh.ca.gov. A complaint of discrimination, harassment, or retaliation also may be filed within 300 days of the harassment, with the Equal Employment Opportunity Commission (EEOC), reached by calling (800) 669-4000 or for the hard of hearing, (800) 669-6820. EEOC field office information is available at www.eeoc.gov

(619) 697-8302

info@treebeardlandscape.com
treebeard@treebeardlandscape.com

P.O. Box 2777
Spring Valley, CA. 91979

2- The Contractor reviews its EEO Policy, at least annually, will all the onsite supervisors who are involved in employment decisions.

Treebeard Landscape, Inc. standard recruiting and hiring practice is to provide guidance to managers regarding equal opportunity for all applicants for all positions posted as well as guidelines for interviewing in a non-discriminatory manner. In addition, managers have access to online tools such as Affirmative Action Guidelines (See attachment).

All Managers are required to report any incidents/complaints of discrimination, harassment, or retaliation of which they observe or become aware immediately to the Human Resources Manager.

All Managers are required to review the EEO policy and the Affirmative Action Guidelines annually with the HR manager and staff.

Treebeard Landscape, Inc. is committed to creating an atmosphere of mutual trust and respect by being honest, fair and consistent and treating all employees fairly and impartially and commits to following employee policies and procedures. It also includes language regarding fair treatment of all employees and that no employee or applicant will be discriminated against because of age, race, religion, ancestry, sex, national origin, disability, veteran status, sexual orientation or genetics.

Treebeard Landscape, Inc. has an open-door policy with complaint procedures. We encourage our employees to contact the Department of Fair Employment and Housing to report fraud, harassment, discriminatory conduct, hostile work environment issues, workplace violence without fear of retaliation.

O P E N D O O R P O L I C Y / C O M P L A I N T P R O C E D U R E S

We are committed to open and honest communication in the workplace. We are interested in listening to your concerns, problems, and suggestions.
If you have a concern, you often will find the easiest and most effective way to find a solution is to have an honest discussion with your supervisor.

We prefer that you follow the usual reporting channels to find a solution, starting with your immediate Supervisor, Human Resource representative or management, but we understand that there are circumstances where you may not be comfortable with the usual reporting channel. If the nature of the matter is such that you would prefer not to discuss it with a particular person, you should discuss it with the next level of management, or any other supervisor, without fear of reprisal.

The objective is to maintain open and honest communication to help find a fair solution to your problems or concerns.
Employees should immediately report any incidents of discrimination, harassment retaliation, workplace safety violations, workers compensation abuse, potential workplace violence situations or any workplace ethic violations.

3 - The Contractor disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statements, an EEO posters on all company bulletin boards and job sites and documents every dissemination, review and posting with written record of identity the time, place, employees present, subject matter and disposition of meetings.

Treebeard Landscape, Inc. updates its federal, state and local posters/polices Semi-annually in accordance with Treebeard Landscape, Inc. HR Compliance Schedule or as updates happen through-out the year. Posters are posted in common areas that are frequented by employees. Employees have access to the EEO poster daily. HR Compliance Schedule: January 1 and July 1

(619) 697-8302

info@treebeardlandscape.com
treebeard@treebeardlandscape.com

P.O. Box 2777
Spring Valley, CA. 91979

4 - The Contractor reviews, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintains written documentation of these reviews.

Hiring managers are trained on our EEO Policy and our Affirmative Action Plan (see attachment) to ensure managers understand their requirements and responsibilities when recruiting and interviewing applicants during the hiring process (see attachment). Managers are trained to ensure that we have adequate flow of minority and female applicants for all positions. All minimally qualified applicants are given consideration for the position applied to and all applicants are dispositioned based on qualifications. We do not discriminate in employment opportunities on the basis of any protected class. We are committed to compliance with all applicable laws providing equal employment opportunities. Unlawful discrimination against job applicants and employees is strictly prohibited.

5 - Contractor discusses its EEO Policy Statement with subcontractors with whom it anticipates doing business, includes the EEO policy Statement in its subcontracts and provides such documents to the City upon request.

Treebeard Landscape, Inc. includes its EEO policy (see pages 21 - 23) in its subcontract agreements. It is our practice to discuss our EEO Policy with subcontractors. Treebeard Landscape, Inc. strives to utilize underrepresented businesses and actively solicits participation of Small Business, Small Disadvantaged Business Women-Owned Small Business, HUB Zone Small Business, Veteran-Owned Small Business and Service-Disabled Veteran-Owned Small Business Concerns.

6 - The Contractor Documents and maintains record of all bid solicitation and outreach efforts to and from subcontractors, contractor associations and other business associations.

Information regarding subcontractor sources lists, solicitations, proposals and performance evaluations are managed and maintained by the project managers and buyers. Treebeard Landscape, Inc. key professionals provide outreach to small and minority owned businesses through attendance at various conferences through-out the year. Treebeard Landscape Inc. maintains a data base of its subcontractors and suppliers. Treebeard Landscape, Inc. also seeks out subcontractors through the DIR Public Works Registration search website, the Small Local Business Enterprise (SLBE) Program website and the City of San Diego List of Prequalified Contractors' website.

Treebeard landscape, Inc –Website: treebeardlandscape.com

Public Works Contractor Registration Search
https://efiling.dir.ca.gov/PWCR/Search

S M A L L L O C A L B U S I N E S S E N T E R P R I S E (S L B E) P R O G R A M
https://www.sandiego.gov/eoc/programs/slbe

City of San Diego List of Prequalified Contractors
https://www.sandiego.gov/sites/default/files/prequallist.pdf

(619) 697-8302

info@treebeardlandscape.com
treebeard@treebeardlandscape.com

P.O. Box 2777
Spring Valley, CA. 91979

7 - The Contractor disseminates the EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit, maintains files documenting these efforts, and provides copies of these advertisements to the City upon request.

Treebeard Landscape, Inc. disseminates the EEO policy externally by including any advertising specifically for women and minority media. Treebeard Landscape, Inc. posts on our website that Treebeard Landscape, Inc. is an Equal Opportunity Employer and our EEO statement. We encourage all applicants to submit an application which is accessible on our website.

Treebeard Landscape, Inc. works closely with Grossmont Union School District School Site Transition Program. This program is designed for students with disabilities that are able to self-transport within their community and gain work experience with a Community based business partner.

All job openings are posted on and with a variety of local and national diversity agencies that serve all minority groups including women and veterans for example, Zip-Recruiter, Indeed Job Search and ihirelandscaping hiring resource.

Treebeard Landscape, Inc. also uses the Equal Opportunity Contracting (EOC) Advertisement Resource Directory (see attachment)

Treebeard Landscape, Inc. uses one or all of the above resources to improve recruitment and increase the flow of minority and female applicants.

8- The Contractors disseminates its EEO Policy to union and community organizations. Treebeard Landscape, Inc. sends job postings and the EEO policy to community organizations when positions are needed.

Treebeard Landscape, Inc. works closely with Grossmont Union School District School Site Transition Program. This program is designed for students with disabilities that are able to self-transport within their community and gain work experience with a Community based business partner.
Treebeard Landscape, Inc. is not associated with a union.

9 - The Contractor provides immediate written notification to the City when any Union referral process has impeded the Contractors efforts to maintain its EEO Policy.

Treebeard Landscape, Inc. is not associated with a union.

10 – The Contractor maintains a current list of recruitment sources, including outreaching to people of color and women. Provides written notification of employment opportunities to these recruitment sources with a record of the organization's responses.

Treebeard Landscape, Inc. gives written notifications when employment positions become available. We maintain a current list of recruitment resources with a record of the organization's responses.
Job openings are posted on with a variety of local and national diversity agencies that serve all minority groups including outreach to people of color, women and veterans for example, Zip-Recruiter, Indeed Job Search and ihirelandscaping hiring resource.

Treebeard Landscape, Inc. also uses the Equal Opportunity Contracting (EOC) Advertisement Resource Directory (see attachment)

(619) 697-8302

info@treebeardlandscape.com
treebeard@treebeardlandscape.com

P.O. Box 2777
Spring Valley, CA. 91979

WE ARE COMMITTED TO COMPLIANCE WITH ALL APPLICABLE LAWS PROVIDING EQUAL EMPLOYMENT OPPORTUNITIES. UNLAWFUL DISCRIMINATION AGAINST JOB APPLICANTS AND EMPLOYEES IS STRICTLY PROHIBITED.

11 – THE CONTRACTOR MAINTAINS A CURRENT FILE OF NAMES, ADDRESSES AND PHONE NUMBERS OF EACH WALK-IN APPLICANT, INCLUDING PEOPLE OF COLOR AND WOMEN AND REFERRALS FROM UNIONS, RECRUITMENT RESOURCES OR COMMUNITY ORGANIZATIONS WITH A DESCRIPTION OF THE EMPLOYMENT ACTIONS TAKES.

TREEBEARD LANDSCAPE, INC. MAINTAINS A CURRENT FILE OF NAMES, ADDRESSES AND PHONES NUMBERS OF EACH WALK-IN APPLICANT, INCLUDING PEOPLE OF COLOR, WOMEN, RECRUITMENT RESOURCES AND COMMUNITY ORGANIZATIONS. TREEBEARD LANDSCAPE ENCOURAGES APPLICANTS WHO VISIT OUR WEBSITE TO SUBMIT IN AN APPLICATION TO OUR EMAIL ADDRESS info@treebeardlandscape.com. AN APPLICATION IS AVAILABLE ON OUR WEBSITE FOR ALL APPLICANTS.

12 – THE CONTRACTOR ENCOURAGES ALL PRESENT EMPLOYEES INCLUDING PEOPLE OF COLOR AND WOMEN EMPLOYEES TO RECRUIT OTHERS.

TREEBEARD LANDSCAPE, INC. ENCOURAGES ALL EMPLOYEES TO REFER APPLICANTS TO APPLY TO TREEBEARD LANDSCAPE, INC. WHEN JOB POSITIONS ARE POSTED. ALL APPLICANTS ARE ENCOURAGED TO SUBMIT AN APPLICATION TO OUR EMAIL ADDRESS OR MAIN OFFICE WHICH IS LOCATED AT
9917 CAMPO RD. SPRING VALLEY, CA. 91979

13 – THE CONTRACTOR MAINTAINS ALL EMPLOYMENT SELECTION PROCESS INFORMATION WITH RECORDS OF ALL TESTS AND OTHER SELECTION CRITERIA.

TREEBEARD LANDSCAPE, INC. JOB REQUIREMENTS ARE VALIDATED BY DIVISION, DEPARTMENT AND LOCATION. SPECIAL ATTENTION IS GIVEN TO SKILL REQUIREMENTS TO ENSURE THAT JOB REQUIREMENTS DO NOT CONSTITUTE INADVERTENT DISCRIMINATION.

RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, NATIONAL ORIGIN, AGE OR DISABLED OR VETERAN STATUS IS NOT CONSIDERED WHEN AN APPLICANT IS BEING EVALUATED FOR A JOB POSITION.

POSITION DESCRIPTIONS AND SPECIFICATIONS ARE NOT DETERMINED ON AN APPLICANT'S RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, NATIONAL ORIGIN, AGE OR DISABLED OR VETERAN STATUS.

JOB POSITIONS, ALONG WITH THE SKILL REQUIREMENTS ARE DESCRIBED IN THE JOB POSTING WHICH IS DISTRIBUTED TO THE RECRUITING RESOURCES. MEMBERS OF MANAGEMENT INVOLVED IN THE HIRING SELECTION DO NOT TAKE INTO CONSIDERATION RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, NATIONAL ORIGIN, AGE OR DISABLE OR VETERAN STATUS INTO CONSIDERATION WHEN HIRING AN APPLICANT.

ANNUAL REVIEWS ARE CONDUCTED WITH THE MANAGERS WHO PROCESS THE APPLICATIONS TO ENSURE THAT THEY ARE NONDISCRIMINATORY. INDIVIDUALS WHO ARE IN CHARGE OF THE SELECTION PROCESS ARE CHOSEN WITH GREAT CONSIDERATION TO THEIR QUALIFICATIONS FOR SUCH ROLES AND ARE PROVIDED NECESSARY TRAINING TO ENSURE THAT THE SELECTION PROCESS CONTINUES TO BE NONDISCRIMINATORY.

14 – THE CONTRACTOR DEVELOPS AND MAINTAINS DOCUMENTATION FOR ON-THE-JOB TRAINING OPPORTUNITIES AND/OR TRAINING PROGRAMS FOR ALL OF ITS EMPLOYEES, INCLUDING PEOPLE OF COLOR AND WOMEN, AND ESTABLISHES APPRENTICESHIP, TRAINEE AND UPGRADE PROGRAMS RELEVANT TO THE CONTRACTOR'S EMPLOYMENT NEEDS.

EMPLOYEES RECEIVE TRAINING TO DO A JOB COMPETENTLY, THIS ALLOWS THE EMPLOYEE TO COMPLETE THEIR JOB REQUIREMENTS. ONCE THOSE REQUIREMENTS ARE MET AND ALL TRAINING IS DOCUMENTED THE EMPLOYEE IS ENCOURAGED TO ACQUIRE NEW SETS OF SKILLS. THIS PROVIDES THE EMPLOYEE WITH OPPORTUNITIES TO COLLABORATE

(619) 697-8302

info@treebeardlandscape.com
treebeard@treebeardlandscape.com

P.O. Box 2777
Spring Valley, CA. 91979

ON A CAREER PATH WHICH IS COMPLETED THROUGH AN INTERACTIVE TRAINING PROGRAM. AS THE EMPLOYEE CONTINUES TO DEVELOP NEW SKILLS, THEY HAVE AN UNDERSTANDING OF HOW THEIR CAREER CAN BE IMPACTED AND WILL ACHIEVE ADVANCEMENT WITHIN THE COMPANY. THIS PROCESS IS SUPPORTED BY THE INDIVIDUAL, THE MANAGEMENT TEAM AND THE HUMAN RESOURCE DIRECTOR.

15 – THE CONTRACTOR CONDUCTS, AT LEAST ANNUALLY AN INVENTORY AND EVALUATION OF ALL EMPLOYEES FOR PROMOTIONAL OPPORTUNITIES AND ENCOURAGES ALL EMPLOYEES TO SEEK AND PREPARE FOR APPROPRIATELY FOR SUCH OPPORTUNITIES.

TREEBEARD LANDSCAPE, INC. CONDUCTS ANNUAL JOB PERFORMANCE REVIEWS ON ALL EMPLOYEES. SUPERVISORS/MANAGERS DO AN EVALUATION PROCESS ON EACH EMPLOYEE TO REVIEW JOB PERFORMANCE, TO FACILITATE

COMMUNICATION BETWEEN MANAGEMENT AND THE EMPLOYEE. AT THE REVIEW PAST PERFORMANCE IS DISCUSSED WITH AN EMPHASIZE ON WHAT IS VALUED, LIKED AND APPRECIATED ABOUT THE EMPLOYEE. THE EMPLOYEE'S CURRENT JOB DESCRIPTION IS DISCUSSED, AND TIME IS SPENT ON HOW TO OBTAIN NEW GOALS FOR THE FUTURE. THE HR DEPARTMENT IS INVOLVED TO EXPLAIN AND PREPARE THE EMPLOYEE FOR PROMOTIONAL OPPORTUNITIES.

16- THE CONTRACTOR ENSURES THE COMPANY'S WORKING ENVIRONMENT AND ACTIVITIES ARE NON-SEGREGATED EXCEPT FOR PROVIDING SEPARATE OR SINGLE-USER TOILETS AND NECESSARY CHANGING FACILITIES TO ASSURE PRIVACY BETWEEN THE SEXES.

TREEBEARD LANDSCAPE, INC. WORK ENVIRONMENTS ARE NON-SEGREGATED. EMPLOYEES ARE PROVIDED SINGLE-USER TOILETS (4 SINGLE-USE TOILETS) AND NECESSARY CHANGING FACILITIES TO ASSURE PRIVACY BETWEEN THE SEXES. TREEBEARD LANDSCAPE, INC. DOES NOT PARTICIPATE IN COMPANY SPONSORED ACTIVITIES OUTSIDE OF NORMAL WORKING HOURS.

Equal Employment Opportunity Plan

We are an Equal Employment Opportunity employer. In order to provide equal opportunities to all individuals, employment decisions will be based on merit, qualifications, skills and performance.
It is and will continue to be the policy of Treebeard Landscape, Inc. all its office locations and subsidiaries to practice equal opportunity in all aspects of employment.

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting. We have a strict policy against discrimination, harassment and retaliation of any type and our goal is to provide a work environment free from discrimination, harassment, and retaliation as well as other disrespectful or other unprofessional conduct based on any protected class: race, color, religion (including religious dress and grooming practices), national origin, age (40 and over), medical condition, physical or mental disability, marital status, sex (including sexual harassment, sex stereotypes and pregnancy, childbirth and related medical conditions), sexual orientation, ancestry, genetic information/ characteristics, gender, gender identity, gender expression, transgender, military or veteran status, or any other characteristic or activity protected by law.

We also prohibit discrimination, harassment, retaliation, disrespectful or unprofessional conduct based on the perception that anyone has any of the above characteristics or is associated with a person who has or is perceived to have any of those characteristics.

(619) 697-8302

info@treebeardlandscape.com
treebeard@treebeardlandscape.com

P.O. Box 2777
Spring Valley, CA. 91979

It is the policy of Treebeard Landscape, Inc. to provide a work environment for employees and applicants free from harassment of any kind, including sexual harassment of a verbal, visual or physical nature, as well as based on disability or status as a protected veteran. Additionally, retaliation, including intimidation threats, or coercion, because of an employee or applicant has objected to discrimination, engaged or may engage in filing a complaint, assisted in a review, investigation or hearing or have otherwise sought to obtain their legal rights under any Federal, State or local EEO Law regarding individuals with disabilities, protected veterans or any other protected group is prohibited. Any employee found to have acted in violation of this policy shall be subject to appropriate disciplinary action, including warnings, reprimands, suspension and/or discharge. All employees must acknowledge these

policies. Also, the employee Code of Conduct contains detailed definitions of prohibited behaviors and specific reporting avenues for employees. Treebeard Landscape, Inc. encourages employees to report any type of harassment, so the issue can be addressed.

Harassment Prohibited

Our policy prohibiting harassment applies to all persons involved in operations of the company. It covers harassment of any employee, unpaid intern, volunteer, applicant, contractor, vendor, or any person who has a business, service, or a professional relationship with us.

Harassment prohibited by this policy is not limited to sexual harassment but includes harassment against any of the categories described above.

Prohibited harassment, disrespectful or unprofessional conduct includes many forms of offensive behavior.

Equal Employment Opportunity Plan

Harassment can be:

- Verbal (derogatory jokes or comments, epithets, slurs, unwanted invitations, comments, messages, social media posts, any communication through any type of electronic media that is harassing or discriminatory)
- Visual (displays of derogatory or sexually oriented written or graphic material, posters, photography, digital material, gestures)
- Physical (assault, unwanted touching, intentionally blocking someone's movement)
- Threatening, intimidating or hostile acts
- Negative stereotyping

Here are some types of behaviors that may be violations of this policy:

- Making sexually suggestive comments, jokes, advances or offering employment benefits in exchange for sexual favors.
- Teasing, bullying, making fun of or making derogatory remarks about someone's age, race, sexual orientation, disability or gender.
- Posting, passing around or displaying sexually suggestive or obscene printed materials or objects.
- Gender-based harassment including harassment by someone of the same sex as the victim.

Additionally, abusive conduct, defined as any conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests will not be tolerated

Discrimination Prohibited

We do not discriminate in employment opportunities or practices based on any protected class. We are committed to compliance with all applicable laws providing equal employment opportunities. Unlawful discrimination against job applicants, employees, or unpaid interns by any of our employees is strictly prohibited. This policy governs all aspects of employment, including hiring, promotion, job assignment, compensation, discipline, access to benefits, training, termination or other aspects of employment.

(619) 697-8302

info@treebeardlandscape.com
treebeard@treebeardlandscape.com

P.O. Box 2777
Spring Valley, CA. 91979

TREEBEARD LANDSCAPE

Employee Safety Program

It is the policy of Treebeard Landscape, Inc. to provide a safe and healthful workplace for our employees and to observe all State and Federal Laws and Regulations.

We have and will continue to maintain a Safety Program designed to train our employees to follow safe practices, and to recognize and correct unsafe working conditions.

Safety is a part of each employee's job. Active participation and adherence to the Safety Program is a condition of each employee's employment. No employee is required to work at a job that he or she knows is not safe. Therefore, we work to make every workplace safe by detecting and correcting unsafe working conditions, as well as the detection of unsafe work practices.

Our Safety Policy is implemented to provide the best quality and most productive service in our industry.

It is our goal to completely eliminate accidents and injuries. Because of the many different hazards of our industry, we must maintain a constant safety awareness to achieve this goal.

Policies

A) Treebeard Landscape is dedicated to providing a safe and healthy work environment for all employees and for the general public. We adhere to strict safety operating practices in compliance with OSHA and view safety as a top priority. Safety standards are established in bi-weekly meetings as well as during safety tailgate meetings and monthly training sessions.
B) All employees are to promptly report all work-related injuries to their supervisor.
C) Specific safety rules, procedures and hazards are provided to all employees.
D) Emergency phones numbers are posted on all vehicles.
E) No employee shall operate any power equipment until they receive job-specific training.
F) All chemical storage containers and all on-site equipment are inspected daily.
G) Employees are provided safety equipment on a daily basis.
H) All employees are to wear practical working apparel which includes closed toed shoes.
I) Safety equipment must be worn at all times while operating power equipment. Safety equipment includes, but is not limited to, ear plugs, safety glasses, dust masks, chemical resistance gloves and leather gloves,
J) Employees are to obey all state and local laws while operating company vehicles.
K) Seat Belts must be worn at all times when operating or riding in a company vehicle.

(619) 697-8302

info@treebeardlandscape.com
treebeard@treebeardlandscape.com

P.O. Box 2777
Spring Valley, CA. 91979

Quality Control Management Plan

1.1 Overview

Treebeard Landscape, Inc. and subcontractors are accountable for compliance to standard based specifications. Specifications apply to materials, work procedures, qualified personnel, subcontractors, and suppliers in order to ensure safe work rules and environmental work conditions. The objective of this Quality Control Program is to ensure Treebeard Landscape, Inc. provides the highest quality of service and compliance with all regulations.

1.2 Regulatory Codes

All Treebeard Landscape, Inc. service activities comply with relevant regulations. The Quality Manager identifies regulatory requirements to the jurisdictional served including:

- Applicable Federal Requirements
- Application State Requirements
- Application Living Wage Ordinance
- Application Work Force Requirements

The Quality Manager identifies regulatory requirements that apply to a specific project/contract on the Quality Assurance/Quality Control Plan. The supervisor has jobsite access to relevant codes and government regulations.

1.3 Industry Quality Standards

All Treebeard Landscape, Inc. services and activity comply with generally accepted good workmanship practices and industry standards.

1.4. Safety

Treebeard Landscape, Inc. ensures a safe working environment by integrating the Safety Coordinator into the Quality Control Management Plan. The Safety manager coordinates with the supervisor and creates a plan for jobs to ensure the overall safety of the employees and environment. Work task planning meetings are coordinated prior to commencement of work and work task requirements are communicated during this meeting. Throughout the process of the project, the safety coordinator conducts random jobsite visits to ensure that all employees are practicing safety procedures. Bi-weekly tailgate meetings address any issues of concern due to safety practices.

1.5. Administration Procedures:

All employee documentation is maintained in the employee record, along with W-4's, I-9 forms and the employee training records. Background checks are completed on all employees who are considered for employment on a City of San Diego jobsite. All monthly and annual reports are submitted as required.

(619) 697-8302

info@treebeardlandscape.com
treebeard@treebeardlandscape.com

P.O. Box 2777
Spring Valley, CA. 91979

The City of SAN DIEGO

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: Treebeard Landscape

ADA/DBA:

Address (Corporate Headquarters, where applicable): 9917 Campo Road

City: Spring Valley County: San Diego State: California Zip: 91979

Telephone Number: 619-697-8302 Fax Number:

Name of Company CEO: Tim Hillman

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 Contractor Type of License: C-27

The Company has appointed: Felipe Lopez, General Manager

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: 9917 Campo Road, Spring Valley, CA 91979

Telephone Number: 619-697-8302 Fax Number: N/A Email: info@treebeardlandscape.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 Treebeard Landscape
(Firm Name)

San Diego *(County)*, California *(State)* hereby certify that information provided herein is true and correct. This document was executed on this 29 day of May, 20 26

(Authorized Signature)

Felipe Lopez
(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Treebeard Landscape DATE: 5/29/2026

OFFICE(S) or BRANCH(ES): 9917 Campo Road COUNTY: San Diego

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

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

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

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial			1								2	1		
Professional														
A&E, Science, Computer														
Technical														
Sales			2									1		
Administrative Support				3										
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*	3		101								1		5	

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

Totals Each Column	3		104	3							3	2	5	

Grand Total All Employees	120

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

Disabled														

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: Trebeard Landscape DATE: 5/29/2026

OFFICE(S) or BRANCH(ES): 9917 Campo Road, Spring Valley, CA 91979 COUNTY: San Diego

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

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

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

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

Grand Total All Employees 0

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

Disabled														

The City of SAN DIEGO

Work Force Report

HISTORY

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

WORK FORCE & BRANCH WORK FORCE REPORTS

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

MANAGING OFFICE WORK FORCE

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

TYPES OF WORK FORCE REPORTS:

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

[1] One San Diego County (or Most Local County) Work Force – Mandatory in most cases

[2] Branch Work Force *

[3] Managing Office Work Force

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

RACE/ETHNICITY CATEGORIES

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

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

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

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

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

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

Exhibit A: Work Force Report Job Categories – Administration

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

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

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

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

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

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

Administrative Support
Financial Clerks
Information and Record Clerks
Legal Support Workers
Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

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

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

Installers, and Repairers
Woodworkers

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

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

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

Exhibit B: Work Force Report Job Categories-Trade

Brick, Block or Stone Masons
Brickmasons and Blockmasons
Stonemasons

Carpenters

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

Cement Masons, Concrete Finishers
Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst
Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

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

Glaziers

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

Millwrights
Heating, Air Conditioning and Refrigeration Mechanics and Installers
Mechanical Door Repairers

Control and Valve Installers and Repairers

Other Installation, Maintenance and Repair Occupations

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

Painters, Const. Maintenance
Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers
Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons

Roofers

Security Guards & Surveillance Officers

Sheet Metal Workers

Structural Iron and Steel Workers

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

Workers, Extractive Crafts, Miners

The City of SAN DIEGO
Compliance Department
Office of Labor Standards and Enforcement

LIVING WAGE ORDINANCE ANNUAL CERTIFICATION OF COMPLIANCE FOR PURCHASE ORDERS

Fiscal Year 2026 **(July 2025 -June 2026)**

REQUIRED BY SAN DIEGO MUNICIPAL CODE §22.4225(c)

COMPANY INFORMATION

Company Name: Treebeard Landscape

Company Address: 9917 Campo Rd. Spring Valley, CA 91979

Company Contact Name: Diane Patterson Contact Phone: 619-697-8302

FISCAL YEAR INFORMATION

Start Date: 7/1/2025

End Date: 6/30/2026

Purpose/Type of Service Provided: Landscape Maintenance Service

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) adhere to the terms of compliance for all covered contracts that fall under the Living Wage Ordinance for the fiscal year;

(b) will perform at least fifty percent (50%) of the work with its own employees for each service contract that falls under the Living Wage Ordinance for the fiscal year; and

(c) will be responsible for all the terms under the Living Wage Ordinance for the entire fiscal year.

Diane Patterson	General Manager
Name of Signatory	Title of Signatory
Diane Patterson	7/14/2025
Signature	Date

FOR OFFICIAL CITY USE ONLY

Date of Receipt: 7/14/2025 LWO Analyst: Darian Battle Darian Battle Fiscal Year: 26

The City of SAN DIEGO

Purchasing & Contracting
Equal Opportunity Contracting

September 24, 2024

VIA email: diane@treebeardlandscape.com

ATTN: Ms. Diane Patterson
Treebeard Landscape, Inc.
9917 Campo Rd.
Spring Valley, CA 91977

Reference: Equal Employment Opportunity (EEO) Plan Approval

Dear Ms. Patterson,

This office has reviewed your firm's equal employment opportunity policies and practices and has determined the following:

Subject to the commitments detailed in your Equal Employment Opportunity (EEO) Plan, it is the determination of this office that your Plan meets the requirements of the City's Equal Opportunity Contracting Program and **is hereby approved** as of **September 24, 2024**.

Your Plan will be maintained in this office and will be reviewed each time your firm seeks a contract with the City of San Diego. Although under representations were noted within your work force, your Plan is approved because the equal employment policies and practices and outreach efforts described in your Plan are expected to remedy the deficiencies in your work force. Be advised that this office will review and compare this EEO Plan with future work force reports and EEO Plans to determine if progress has been made in correcting those under representations. Please note that any clarifications or revisions made via email in companion with the submitted EEO plan must be incorporated in any future EEO plans submitted to the City of San Diego.

The City of San Diego appreciates your cooperation in our mutual efforts to secure equal employment opportunities to all, including people of color and women.

If you have any questions, please feel free to contact me at LDanilo@sandiego.gov.

Sincerely,

Lucas Danilo
Contract Compliance Officer, Equal Opportunity Contracting

cc: Christian Silva, Program Manager, Equal Opportunity Contracting Program

1200 Third Avenue, Suite 200, MS 56P
San Diego, CA 92101
ContactEOC@sandiego.gov

T (619) 236-6000
F (619) 236-5904
sandiego.gov

DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM

QAL

QUALIFIED APPLICATOR LICENSE

LICENSE #: 101044 **EXPIRES: 12/31/2026**
Categories: BC Issued: 1/1/2025

TIM HILLMAN
PO BOX 2777
SPRING VALLEY, CA 91979

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

Licensing and Certification Current Valid Licenses (H) - Individual

Licensee Name	Type	Number	Issued or Renewed	Expiration Date	County	Categories
HILL, JEFFREY D	QAL	132389	1/1/2025	12/31/2026	PLACER	B
HILL, KEVIN C	JPC	163070	2/4/2025	12/31/2026	SANTA CLARA	U
HILL, NICHOLAS J	QAL	96686	1/1/2025	12/31/2026	FRESNO	D
HILL, ROBERT G	QAL	98155	1/1/2025	12/31/2026	VENTURA	BCD
HILL, ROBERT G	PCA	73192	1/1/2025	12/31/2026	VENTURA	ABCDEFG
HILL, RONALD A	QAL	139548	1/1/2025	12/31/2026	SANTA BARBARA	M
HILL, RYAN J	QAC	167420	1/1/2025	12/31/2026	TEHAMA	J
HILL, STEPHEN E	PCA	72458	1/1/2025	12/31/2026	SONOMA	BDE
HILL, STEPHEN E	QAL	116481	1/1/2025	12/31/2026	SONOMA	D
HILL, TRAVIS A	QAL	105153	1/1/2025	12/31/2026	SAN LUIS OBISPO	DJ
HILL, TRAVIS A	PCA	71816	1/1/2025	12/31/2026	SAN LUIS OBISPO	ABCDEFG
HILLEBRECHT, MIKE	PCA	75002	1/29/2025	12/31/2026	SAN DIEGO	ABCDEFG
HILLHOUSE, JOHN M	QAC	91554	1/1/2025	12/31/2026	MERCED	A
HILLMAN, TIM	QAL	101044	1/1/2025	12/31/2026	SAN DIEGO	BC
HILLYER, AZRAEL U	QAC	165580	1/1/2025	12/31/2026	TUOLUMNE	Q
HILSE, SEBASTIAN K	QAL	167236	1/30/2025	12/31/2026	SAN DIEGO	AB
HILTERBRANDT, REBECCA C	QAC	167003	1/29/2025	12/31/2026	SAN DIEGO	B
HILTON, KYLE L	QAC	127841	1/1/2025	12/31/2026	PLACER	CF
HILVERS, MELISSA	QAL	155218	1/1/2025	12/31/2026	KERN	DHM
HIN, DAVITH	QAC	142744	1/14/2025	12/31/2026	SACRAMENTO	D
HINDS, JEAN M	QAL	165483	1/1/2025	12/31/2026	PLUMAS	D
HINDS, JUSTIN W	QAL	130371	1/1/2025	12/31/2026	OUT OF STATE	CDF
HINKLE, WILLIAM H	PCA	127157	1/1/2025	12/31/2026	FRESNO	ABCDEFG
HINKLE, WILLIAM H	QAL	167821	1/1/2025	12/31/2026	FRESNO	LM

NF - Licensees with (NF) after their name in the Licensee Name column are designated No Fly.

The City of SAN DIEGO

Public Utilities Department

Date: 7/22/2024

Clemente Perez

Thank you for attending the Recycled Water Site Supervisor Certification Webinar on July 18th, 2024.

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

The City of SAN DIEGO **Recycled Water Site Supervisor** Training Completed 7/18/2024 ID #6984 Clemente Perez This card expires 7/17/2029 640804(b)S.D.M.C.	**City of San Diego** **Public Utilities Department** Customer Service/After Hours Water Leaks (619) 515-3500 Recycled Water Hotline/General Information (619) 533-5358 Inspection Request (619) 533-7595

Thank you,

Gabby Delaney

The City of SAN DIEGO

Public Utilities Department

Date: 7/22/2024

Kellen DesLauriers

Thank you for attending the Recycled Water Site Supervisor Certification Webinar on July 18th, 2024.

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

The City of SAN DIEGO

Recycled Water Site Supervisor

Training Completed 7/18/2024

ID #6966

Kellen DesLauriers

This card expires 7/17/2029
640804(b)S.D.M.C.

City of San Diego
Public Utilities Department

Customer Service/After Hours Water Leaks
(619) 515-3500

Recycled Water Hotline/General Information
(619) 533-5358

Inspection Request
(619) 533-7595

Thank you,

Gabby Delaney

The City of San Diego
Public Utilities Department

This is to certify that

Kellen DesLauriers

Has successfully completed:

RECYCLED WATER SITE SUPERVISOR TRAINING WEBINAR

Awarded on: July 18th, 2024

0.4 Continuing Education Units / 3.6 Contact Hours

Instructor – James O'Connor

Public Utilities Department Training Section
5510 Kiowa Drive, La Mesa, CA 91942 (619) 668-20 10

Emily Cimino

Training Section Authorization

SD Public Utilities

City of San Diego Public Utilities has been accredited as an authorized provider by the International Association for Continuing Education and Training (IACET)
11130 Sunrise Valley Drive, Suite 350, Reston VA 20191; (703) 234-4132

ACCREDITED IACET PROVIDER

The City of San Diego
Public Utilities Department

This is to certify that

Clemente Perez

Has successfully completed:

RECYCLED WATER SITE SUPERVISOR TRAINING WEBINAR

Awarded on: July 18th, 2024

0.4 Continuing Education Units / 3.6 Contact Hours

Instructor – James O'Connor

Public Utilities Department Training Section
5510 Kiowa Drive, La Mesa, CA 91942 (619) 668-20 10

Emily Cimino

Training Section Authorization

SD Public Utilities

City of San Diego Public Utilities has been accredited as an authorized provider by the International Association for Continuing Education and Training (IACET)
11130 Sunrise Valley Drive, Suite 350, Reston VA 20191; (703) 234-4132

ACCREDITED IACET PROVIDER

Licensing and Certification Current Valid Licenses (F) - Individual

Licensee Name	Type	Number	Issued or Renewed	Expiration Date	County	Categories
FARIA, ZACHARY R	PCA	143406	1/16/2025	12/31/2026	TULARE	ABCDEFG
FARIAS MOELLER, ROBERTO	QAL	170385	1/2/2025	12/31/2025	TULARE	D
FARIAS, ANGEL	QAL	140831	1/13/2025	12/31/2026	SUTTER	C
FARIAS, NOE	QAL	134550	2/7/2025	12/31/2026	RIVERSIDE	BCF
FARIAS, RICARDO	QAC	131606	1/1/2025	12/31/2026	SOLANO	C
FARINHA, ROBERT A	QAL	130072	1/1/2025	12/31/2026	STANISLAUS	A
FARIS, NATALIE A	DDA	146053	1/1/2025	12/31/2026	HUMBOLDT	
FARLEY, JOHN P	QAL	99466	1/1/2025	12/31/2026	YOLO	B
FARNSWORTH, KATIE M	QAL	162987	1/1/2025	12/31/2026	BUTTE	J
FARNSWORTH, WAYNE E	PCA	155444	1/7/2025	12/31/2026	VENTURA	AB
FARNSWORTH, WAYNE E	QAL	139538	1/7/2025	12/31/2026	VENTURA	B
FARNUM, MATTHEW J	QAC	133613	1/1/2025	12/31/2026	SAN DIEGO	BF
FARQUHARSON, AMANDA J	PCA	165091	1/1/2025	12/31/2026	TULARE	ABEG
FARR, MITCHELL R	QAL	115745	1/1/2025	12/31/2026	ORANGE	BEF
FARRO, COLTON T	PCA	165425	1/1/2025	12/31/2026	FRESNO	ABCEG
FASI, MARK C	QAC	129568	1/1/2025	12/31/2026	NAPA	M
FASSLER, JOHN M	PCA	125345	1/1/2025	12/31/2026	STANISLAUS	ABCDEFG
FAST, BEN R	QAL	139537	1/1/2025	12/31/2026	KERN	D
FATINO, MATTHEW	QAL	144564	1/17/2025	12/31/2026	SAN LUIS OBISPO	DJ
FAUCETT, TIMOTHY J	PCA	75356	1/17/2025	12/31/2026	SAN DIEGO	ABCDEFG
FAUL, SAMANTHA R	QAL	162536	1/1/2025	12/31/2026	SANTA CLARA	BE
FAULKENBERRY, CODY S	PCA	146367	1/2/2025	12/31/2026	KERN	ABCEFG
FAULKENBERRY, JACOB T	PCA	162217	1/1/2025	12/31/2026	KERN	ABCDEFG
FAVAGROSSA, GINO	QAL	101024	1/3/2025	12/31/2026	FRESNO	CD

NF - Licensees with (NF) after their name in the Licensee Name column are designated No Fly.

STATE OF CALIFORNIA
dca
DEPARTMENT OF CONSUMER AFFAIRS

CONTRACTORS STATE LICENSE BOARD ACTIVE LICENSE

License Number **388579** Entity CORP

Business Name TREEBEARD LANDSCAPE INC

Classification(s) C27

Expiration Date 04/30/2028 www.cslb.ca.gov

CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION

1001 I STREET
SACRAMENTO, CALIFORNIA 95814

ISSUED: January 01, 2026
EXPIRES: December 31, 2027

Pest Control Business - Main
LICENSE

LICENSE NO. 38808

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

Mailing Address:

TREEBEARD LANDSCAPE, INC.
PO BOX 2777
SPRING VALLEY, CA 91979

Business Location

TREEBEARD LANDSCAPE, INC.
9917 CAMPO RD
SPRING VALLEY, CA 91979

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

BUSINESS LICENSE

CITY OF LA MESA

Pursuant to City Ordinance and conditioned upon payment of the required Fee or Tax at the time or times due, license is hereby granted for the term and purpose stated . Penalty for delinquent payment is 10% per month. This license is valid only at the location described below. License may be transferred only after transfer request is received and approved by the Department of Finance. **It is the responsiblity of the Licensee to ensure that the License is renewed upon expiration.**

DBA: Treebeard Landscape

BUSINESS NAME:

BUSINESS LOCATION: 9917 CAMPO RD
SPRING VALLEY, CA 91977-1609

BUSINESS OWNER: Craig R. Deslauriers
Tim Hillman

TREEBEARD LANDSCAPE
PO BOX 2777
SPRING VALLEY, CA 91979-2777

Business License Number: 014575

DESCRIPTION: CONTRACTOR- SPECIALTY

Effective Date: November 01, 2025

Expiration Date: October 31, 2026

TO BE POSTED IN A CONSPICUOUS PLACE

NOT TRANSFERABLE

NOT TRANSFERABLE

LIC. NUMBER

BLOS1215105

DATE ISSUED

01/12/2026

NAICS CODE

238990

NAICS DESCRIPTION

All Other Specialty Trade Contractors

OWNER FIRM OR CORPORATION NAME

TREEBEARD LANDSCAPE

BUSINESS NAME

TREEBEARD LANDSCAPE

MAILING ADDRESS

PO BOX 2777

CITY AND STATE

SPRING VALLEY, CA 91979-2777

CITY OF CARLSBAD
1635 Faraday Ave, Carlsbad CA 92008

POST IN CONSPICUOUS PLACE

BUSINESS REGISTRATION CERTIFICATE

he person, firm or corporation named below is granted this business certificate pursuant to the provisions of the City Business License Ordinances to engage in, carry on or conduct business, trade, calling, profession, exhibition or occupation described below. Issuance of the certificate is not an endorsement, nor certification of compliance with other ordinances laws. This license is issued without verification that the licensee is subject to or exempt from licensing by the State of California.

BUSINESS LOCATION

9909 CAMPO RD

EXPIRATION DATE

12/31/2026

City of Carlsbad

KEEP FOR YOUR RECORDS

LICENSE NUMBER

BLOS1215105

DATE ISSUED

01/12/2026

EXPIRATION DATE

12/31/2026

BUSINESS NAME

TREEBEARD LANDSCAPE

BUSINESS LOCATION

9909 CAMPO RD

TAXES PAID IN ACCORDANCE WITH CITY BUSINESS TAX ORDINANCE

CITY OF CARLSBAD

TREELAN-01 SIVERSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/13/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0C32169 Rancho Mesa Insurance Services, Inc. 2355 Northside Drive Suite 200 San Diego, CA 92108	CONTACT NAME: PHONE (A/C, No, Ext): (619) 937-0164 FAX (A/C, No): E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Middlesex Insurance Company — 23434
INSURED Treebeard Landscape, Inc. PO Box 2777 Spring Valley, CA 91979	INSURER B : Oak River Insurance Company — 34630 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		A0247995004	5/31/2025	5/31/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X		A0247995001	5/31/2025	5/31/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			A0247995005	5/31/2025	5/31/2026	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	TRWC736413	1/1/2026	1/1/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: OPERATIONS OF THE NAMED INSURED AS CERTIFICATE HOLDERS INTEREST MAY APPEAR
CITY OF SAN DIEGO, ITS RESPECTIVE ELECTED OFFICIALS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES ARE INCLUDED AS ADDITIONAL INSURED WITH REGARDS TO GENERAL LIABILITY AND AUTOMOBILE LIABILITY PER THE ATTACHED FORMS. PRIMARY AND NON-CONTRIBUTORY WORDING APPLIES WITH REGARDS TO GENERAL LIABILITY PER ATTACHED FORMS. WAIVER OF SUBROGATION APPLIES WITH REGARDS TO THE WORKERS COMPENSATION PER ATTACHED FORMS.(cpp)

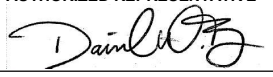
CERTIFICATE HOLDER

CITY OF SAN DIEGO
INSURANCE COMPLIANCE
PO BOX 100085 - DO
Duluth, GA 30096

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

COMMERCIAL GENERAL LIABILITY
CG 71 25 06 22

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS BLANKET ADDITIONAL INSUREDS, PRIMARY & NONCONTRIBUTORY, WAIVER OF SUBROGATION

This endorsement modifies the coverage provided under the following Coverage Form(s):

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Coverage enhancements are listed below. For details of each coverage, please read the corresponding policy provisions in the body of this endorsement.

1. **Additional Insureds - Automatic Status for 13 Additional Insured Types**
   - **A.** Owners, Lessees Or Contractors - Automatic Status When Required In A Written Construction Agreement With You
   - **B.** Owners, Lessees Or Contractors - Automatic Status When Required In Written Construction Agreement With You (Completed Operations)
   - **C.** State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations
   - **D.** Lessor of Leased Equipment
   - **E.** Owners or Other Interests From Whom Land Has Been Leased
   - **F.** Manager or Lessor of Premise
   - **G.** Mortgagee, Assignee, or Receiver
   - **H.** Controlling Interest
   - **I.** Co-owner Of Insured Premises
   - **J.** Executors, Administrators, Trustees Or Beneficiaries
   - **K.** State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises
   - **L.** Vendors
   - **M.** Grantor of Franchise
2. **Primary and Noncontributory - Other Insurance Condition**
3. **Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) - Automatic**

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. Additional Insureds - Automatic Status for 13 Additional Insured Types

Section II - Who Is An Insured is amended to include the following as additional insureds when you have agreed to add that person or organization as an Additional Insured on your policy in a written contract or written agreement with that person or organization, or because of a permit issued by a state or political subdivision; provided the injury or damage occurs subsequent to the execution of the contract or agreement or issuance of the permit and while the contract, agreement or permit remains in effect.

A. Owners, Lessees Or Contractors - Automatic Status When Required In A Written Construction Agreement With You

1) A person or organization with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

d97f3e56-8fc7-4a55-9780-0235ab3523ab

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

b. "Bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

B. Owners, Lessees Or Contractors - Automatic Status When Required In Written Construction Agreement With You (Completed Operations)

1) Any person(s) or organization(s) with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard", but only when that portion of the “products-completed operations hazard” is not excluded by endorsement.

2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, subject to the following provisions:

1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

2) This insurance does not apply to:

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

d97f3e56-8fc7-4a55-9780-0235ab3523ab

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

D. Lessor of Leased Equipment

1) Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

E. Owners or Other Interests From Whom Land Has Been Leased

1) Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the land leased to you by the additional insured person(s) or organization(s).

2) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

a. Any "occurrence" which takes place after you cease to lease that land;

b. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured person(s) or organization(s).

F. Manager or Lessor of Premise

Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you by the additional insured person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply to:

1) Any "occurrence" which takes place after you cease to be a tenant in that premises.

2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

G. Mortgagee, Assignee, or Receiver

Any person(s) or organization(s) with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of a premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured person(s) or organization(s).

H. Controlling Interest

1) Any person(s) or organization(s) with respect to their liability arising out of:

a. Their financial control of you; or

b. Premises they own, maintain or control while you lease or occupy these premises.

2) This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

I. Co-owner Of Insured Premises

Any person(s) or organization(s) with respect to their liability as co-owner of a premises co-owned by you and covered under this insurance.

J. Executors, Administrators, Trustees Or Beneficiaries

Any executor, administrator, trustee or beneficiary of your estate or living trust while acting within the scope of their duties as such.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

d97f3e56-8fc7-4a55-9780-0235ab3523ab

K. State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

2) The construction, erection or removal of elevators; or

3) The ownership, maintenance or use of any elevators covered by this insurance.

L. Vendors

1) Any person(s) or organization(s) (referred to throughout this endorsement as vendor), but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

However:

a. The insurance afforded to such vendor only applies to the extent permitted by law; and

b. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

2) With respect to the insurance afforded to these vendors, the following additional exclusions apply:

a. The insurance afforded the vendor does not apply to:

1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

2) Any express warranty unauthorized by you;

3) Any physical or chemical change in the product made intentionally by the vendor;

4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Subparagraphs **d.** or **f.;** or

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

d97f3e56-8fc7-4a55-9780-0235ab3523ab

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

M. Grantor of Franchise

Any person(s) or organization(s) with respect to their liability as grantor of a franchise to you.

However:

1. The insurance afforded to such additional insureds only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

If there is any difference in coverage afforded to an additional insured in this endorsement and that provided under another additional insured endorsement attached to this policy, the broader coverage will apply to that additional insured.

2. Primary And Noncontributory Insurance

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

3. Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) - Automatic

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions:**

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

d97f3e56-8fc7-4a55-9780-0235ab3523ab

IL 00 17 11 98

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.
3. Paragraphs **1.** and **2.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph **2.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

Copyright, Insurance Services Office, Inc., 1998

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - PRIMARY AND NONCONTRIBUTORY - COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated.

Named Insured: Treebeard Landscape, Inc.

Endorsement Effective Date: 05/31/2025

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization you are required to add as an additional insured under a written contract or written agreement in effect prior to any loss or damage
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Each person or organization shown in the Schedule is an "insured" for **Covered Autos Liability Coverage**, but only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in:

(1) Paragraph **A.1.** of **Section II - Covered Autos Liability Coverage** in the Business Auto and Motor Carrier Coverage Forms; or

(2) Paragraph **D.2.** of **Section I - Covered Autos Coverages** of the Auto Dealers Coverage Form.

B. Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other auto insurance issued to the person or organization in the schedule under your policy provided that:

(1) The person or organization is a Named Insured under such other insurance; and

(2) Prior to the “accident” you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the person or organization.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

1 00001 0000000000 24143 0 N acf6af7a-f252-4039-b048-16a3985b32cb

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA BLANKET BASIS

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

The additional premium for this endorsement shall be calculated by applying a factor of 2% to the total manual premium, with a minimum initial charge of $350, then applying all other pricing factors for the policy to this calculated charge to derive the final cost of this endorsement.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver

Person/Organization	Blanket Waiver – Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

Job Description	**Waiver Premium (prior to adjustments)**
All CA Operations	

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 01/01/2026 Policy No.: TRWC736413 Endorsement No.:

Insured: Treebeard Landscape, Inc Premium $

Insurance Company: Oak River Insurance Company

Countersigned by _____

Simplot Turf & Horticulture San Diego CA

6160 Marindustry Dr Ste A

San Diego, CA 92121-2570

858-812-2880 Fax: 858-812-2884

Sales Order 202035797

Not Processed Offered
Order Date 5/12/2026
Est. Delivery Date 05/12/2026
Offer Expires
Customer ID 57309
Customer PO#
Salesperson burgessh
Shipping Via.
Field Name
Description
Ticket Type Deliver

Bill To: TREEBEARD LANDSCAPING INC
PO BOX 2777
SPRING VALLEY, CA 91979-2777

Comments: Black Mountain Ranch MAD Quote. Prices subject to change at any time.

Quantity	Description	Unit Price	Total $	%	Your Share
1.00 Bag	SANFer 6216450L 15-15-15 BEST TRIP PRO [50LB]	26.7500 / Bag	26.75	100.0000	26.75
1.00 Bag	SANFer 6217050L 16-6-8 BEST TURF SUPREME [50LB]	25.7400 / Bag	25.74	100.0000	25.74
1.00 Bag	SANFer 3592250L 6-4-0 MILORGANITE [50LB]	16.5000 / Bag	16.50	100.0000	16.50

Subtotal **68.99**

Amount Due **68.99**

If Paid By	Discount	Deduct	Pay Only

Customer: _____ Sales Person: _____

Purchase Terms:

Sale, use, and distribution of this product in Nassau and Suffolk Counties in the State of New York is prohibited.

PULL HERE TO OPEN

FLUAZIFOP-P-BUTYL | GROUP 1 | HERBICIDE

Fusilade® DX Herbicide

syngenta®

Postemergence Herbicide for Control of Perennial and Annual Grass Weeds in Agricultural Areas

Active Ingredient:	
Fluazifop-P-butyl Butyl (*R*)-2-[4-[[5-(trifluoromethyl)-2-pyridinyl]oxy]phenoxy]propanoate*	24.5%
Other Ingredients:	75.5%
Total:	100.0%

Fusilade® DX Herbicide formulation is an emulsifiable concentrate (EC).

*Fusilade DX Herbicide contains 2 pounds (+) isomer (fluazifop-P-butyl) per gallon.

Contains petroleum distillates.

KEEP OUT OF REACH OF CHILDREN.

CAUTION

See additional Precautionary Statements and Directions for Use inside booklet.

EPA Reg. No. 100-1070 EPA Est. 11773-IA-01

Product of United Kingdom
Formulated in the USA

SCP 1070A-L1K 0819
4111454

1 gallon
Net Contents

®

FIRST AID	
If on skin or clothing	• Take off contaminated clothing. • Rinse skin immediately with plenty of water for 15-20 minutes. • Call a poison control center or doctor for treatment advice.
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 a poison control center or doctor for further treatment advice.
If in eyes	• 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 poison control center or doctor for treatment advice.
If swallowed	• Immediately call a poison control center or doctor. • Do not induce vomiting unless told to do so by a poison control center or doctor. • Do not give any liquid to the person. • Do not give anything by mouth to an unconscious person.
NOTE TO PHYSICIAN Contains petroleum distillates - vomiting may cause aspiration pneumonia.	
Have the product container or label with you when calling a poison control center or doctor, or going for treatment. You may also contact 1-800-888-8372 for emergency medical treatment information.	
HOTLINE NUMBER For 24-Hour Medical Emergency Assistance (Human or Animal) or Chemical Emergency Assistance (Spill, Leak, Fire, or Accident), Call **1-800-888-8372**	

PRECAUTIONARY STATEMENTS

Hazards to Humans and Domestic Animals

CAUTION

Harmful if absorbed through skin. Harmful if inhaled. Causes moderate eye irritation. Avoid contact with skin, eyes or clothing. Avoid breathing (spray mist or vapor). Prolonged or frequently repeated skin contact may cause allergic reactions in some individuals.

Personal Protective Equipment (PPE)

Applicators and handlers (other than mixers and loaders) must wear:

- Long-sleeved shirt and long pants
- Chemical-resistant gloves made of barrier laminate, nitrile rubber ≥ 14 mils, neoprene rubber ≥ 14 mils, or Viton® ≥ 14 mils
- Shoes plus socks

continued...

PRECAUTIONARY STATEMENTS *(continued)*

Mixers and Loaders must wear:

- Long-sleeved shirt and long pants
- Chemical-resistant gloves made of barrier laminate, nitrile rubber ≥ 14 mils, neoprene rubber ≥ 14 mils, or Viton ≥ 14 mils
- Shoes plus socks
- Protective eyewear
- Chemical-resistant apron when mixing or loading

In addition, mixers/loaders supporting aerial applications to crops over 720 acres per day and applicators using a mechanically-pressurized handgun to make a spot treatment on blueberry, lowbush; lingonberry; currant, native; Bushberry Subgroup 13-07B; and Caneberry Subgroup 13-07A must wear a minimum of a NIOSH approved filtering face piece respirator with any N filter (TC-84A). You can also use other NIOSH approved particulate respirators that offer more protection.

Follow manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables exist, use detergent and hot water. Keep and wash PPE separately from other laundry.

Engineering Controls

When handlers use closed systems, enclosed cabs, or aircraft in a manner that meets the requirements listed in the Worker Protection Standard (WPS) for agricultural pesticides [40 CFR 170.240(d)(4-6)], the handler PPE requirements may be reduced or modified as specified in the WPS.

User Safety Recommendations

Users should:

- Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco or using the toilet.
- Remove clothing/PPE immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing.
- Remove PPE immediately after handling this product. Wash the outside of gloves before removing. As soon as possible, wash thoroughly and change into clean clothing.

Environmental Hazards

This product is toxic to fish and aquatic invertebrates. Do not apply to areas where runoff into water bodies is expected. This product is toxic to grasses and other monocot plants. Minimize exposure to non-target plants and do not apply when weather conditions favor drift from target areas. 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 water when disposing of equipment washwaters or rinsate.

Physical or Chemical Hazards

Do not use or store near heat or open flame.

Groundwater Advisory

Fluazifop-p-butyl is known to leach through soil into groundwater under certain conditions as a result of label use. This chemical may leach into groundwater if used in areas where soils are permeable, particularly where the water table is shallow.

Surface Water Advisory

This product may impact surface water quality due to runoff of rain water. This is especially true for poorly draining soils and soils with shallow groundwater.

This product is classified as having high potential for reaching surface water via runoff for several months or more after application. A level, well-maintained vegetative buffer strip between areas to which this product is applied and surface water features, including ponds, streams, and springs will reduce the potential loading of fluazifop-p-butyl from runoff water and sediment. Runoff of this product will be reduced by avoiding applications when rainfall is forecasted to occur within 48 hours.

CONDITIONS OF SALE AND LIMITATION OF WARRANTY AND LIABILITY

NOTICE: Read the entire Directions for Use and Conditions of Sale and Limitation of Warranty and Liability before buying or using this product. If the terms are not acceptable, return the product at once, unopened, and the purchase price will be refunded.

The Directions for Use of this product must be followed carefully. It is impossible to eliminate all risks inherently associated with the use of this product. Crop injury, ineffectiveness or other unintended consequences may result because of such factors as manner of use or application, weather or crop conditions, presence of other materials or other influencing factors in the use of the product, which are beyond the control of SYNGENTA CROP PROTECTION, LLC or Seller. To the extent permitted by applicable law, Buyer and User agree to hold SYNGENTA and Seller harmless for any claims relating to such factors.

SYNGENTA warrants that this product conforms to the chemical description on the label and is reasonably fit for the purposes stated in the Directions for Use, subject to the inherent risks referred to above, when used in accordance with directions under normal use conditions. To the extent permitted by applicable law: (1) this warranty does not extend to the use of the product contrary to label instructions, or under conditions not reasonably foreseeable to or beyond the control of Seller or SYNGENTA, and (2) Buyer and User assume the risk of any such use. TO THE EXTENT PERMITTED BY APPLICABLE LAW, SYNGENTA MAKES NO WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE NOR ANY OTHER EXPRESS OR IMPLIED WARRANTY EXCEPT AS WARRANTED BY THIS LABEL.

To the extent permitted by applicable law, in no event shall SYNGENTA be liable for any incidental, consequential or special damages resulting from the use or handling of this product. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE EXCLUSIVE REMEDY OF THE USER OR BUYER, AND THE EXCLUSIVE LIABILITY OF SYNGENTA AND SELLER FOR ANY AND ALL CLAIMS, LOSSES, INJURIES OR DAMAGES (INCLUDING CLAIMS BASED ON BREACH OF WARRANTY, CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE) RESULTING FROM THE USE OR HANDLING OF THIS PRODUCT, SHALL BE THE RETURN OF THE PURCHASE PRICE OF THE PRODUCT OR, AT THE ELECTION OF SYNGENTA OR SELLER, THE REPLACEMENT OF THE PRODUCT.**

SYNGENTA and Seller offer this product, and Buyer and User accept it, subject to the foregoing Conditions of Sale and Limitation of Warranty and Liability, which may not be modified except by written agreement signed by a duly authorized representative of SYNGENTA.

DIRECTIONS FOR USE

It is a violation of Federal Law to use this product in a manner inconsistent with its labeling.

This labeling must be in the possession of the user at the time of application.

Do not apply this product in a way that will contact workers or other persons, either directly or through drift. Only protected handlers may be in the area during application. For any requirements specific to your State or Tribe, consult the agency responsible for pesticide regulation.

AGRICULTURAL USE REQUIREMENTS

Use this product only in accordance with its labeling and with the Worker Protection Standard, 40 CFR Part 170. This Standard contains requirements for the protection of agricultural workers on farms, forests, nurseries, and greenhouses, and handlers of agricultural pesticides. It contains requirements for training, decontamination, notification, and emergency assistance. It also contains specific instructions and exceptions pertaining to the statements on this label about personal protective equipment (PPE) and restricted-entry interval. The requirements in this box only apply to uses of this product that are covered by the Worker Protection Standard.

Do not enter or allow worker entry into treated areas during the restricted-entry interval (REI) of 12 hours.

PPE required for early entry to treated areas that is permitted under the Worker Protection Standard and that involves contact with anything that has been treated, such as plants, soil, or water, is:

- Coveralls
- Chemical-resistant gloves made of barrier laminate, nitrile rubber ≥ 14 mils, neoprene rubber ≥ 14 mils, or Viton ≥ 14 mils
- Shoes plus socks

NON-AGRICULTURAL USE REQUIREMENTS

The requirements in this box apply to uses of this product that are NOT within the scope of the Worker Protection Standard for agricultural pesticides (40 CFR Part 170). The WPS applies when this product is used to produce agricultural plants on farms, forests, nurseries, or greenhouses.

Do not treat areas while unprotected humans or domestic animals are present in the treatment areas. Do not allow entry into treated areas without protective clothing until sprays have dried.

Written or oral warnings must be given to workers who are expected to be in a treated area or in an area about to be treated with this product. When oral warnings are given, warnings shall be given in a language customarily understood by workers. Oral warnings must be given if there is reason to believe that written warnings cannot be understood by workers. Warnings must include the following information:

CAUTION: Area treated with Fusilade DX Herbicide on (date of application). Do not enter without appropriate protective clothing until sprays have dried. In case of accidental exposure to pesticide spray, wash the skin thoroughly with soap and water. Remove contaminated clothing and wash before reuse. If in eyes, flush with plenty of water. If irritation persists, get medical attention.

Sale, use, and distribution of this product in Nassau and Suffolk Counties in the State of New York is prohibited.

PRODUCT INFORMATION

Read all label directions before using.

Fusilade DX Herbicide is a selective postemergence herbicide for control of annual and perennial grass weeds in numerous crops and on fallow land, and on listed noncrop areas and nonbearing crops. Fusilade DX Herbicide will provide effective control of grass weeds in conventional tillage, minimum tillage, and no-till plantings. Fusilade DX Herbicide does not control broadleaf weeds or sedges (nutgrass).

Fusilade DX Herbicide is a systemic herbicide which moves from the treated foliage into the shoots, roots, rhizomes, stolons, and growing points (meristematic regions) of treated grass weeds.

Thorough coverage of all weed plant foliage is important for good activity. Optimum weed control is achieved when young actively growing weeds are treated that are not under stress from moisture, temperature, low soil fertility, mechanical, or chemical injury.

Control Symptoms

Growth of treated grass weeds stops soon after application. Symptoms include loss of vigor, yellowing and/or reddening, and eventual death of treated grasses. Symptoms are generally observed within one week after treatment, depending on grass weed species and environmental conditions.

Rainfastness

Fusilade DX Herbicide is rainfast 1 hour after application.

WEED RESISTANCE MANAGEMENT

FLUAZIFOP-P-BUTYL	GROUP	1	HERBICIDE

To reduce the potential for herbicide resistance issues, the end use product, Fusilade DX Herbicide, label contains the following label language that provides the user with information on resistant weed management.

Fusilade DX Herbicide is a Group 1 herbicide (ACCase-inhibitor mode of action). Some naturally occurring grass weed populations have been identified as resistant to herbicides with the ACCase-inhibitor mode of action. Selection of resistant biotypes, through repeated use of these herbicides in the same field, may result in control failures. A resistant biotype may be present if poor performance cannot be attributed to adverse weather conditions or improper application methods.

Contact your local Syngenta representative, retailer, crop advisor or extension agent to determine if weeds resistant to this mode of action are present in your area. If resistant biotypes have been reported, use the full labeled rate of this product, apply at the labeled timing, and tank-mix with a different mode of action product so there are multiple effective modes of application for each suspected resistant weed.

Principles of Herbicide Resistance Management

Scout and know your field

- Know weed species present in the field to be treated through scouting and field history. An understanding of weed biology is useful in designing a resistance management strategy. Ensure the weed management program will control all weeds present.
- Fields should be scouted prior to application to determine species present and growth stage. Always apply this herbicide at the full labeled rate and correct timing for the weeds present in the field.

Utilize non-herbicidal practices to add diversity

- Use diversified management tactics, including cover crops, mechanical weed control, harvest weed seed control, and crop rotation as appropriate.

Use good agronomic practices, start clean and stay clean

- Use good agronomic practices that enhance crop competitiveness.
- Plant into weed-free fields utilizing tillage or an effective burndown herbicide for control of emerged weeds.
- Sanitize farm equipment to avoid spreading seed or vegetative propagules prior to leaving fields.

Difficult to control weeds

- Fields with difficult to control weeds need to be planted in rotation with crops that allow the use of herbicides with an alternative mode of action or different management practices.
- Difficult to control weeds may require sequential applications, including a broad spectrum preemergence herbicide followed by one or more postemergence herbicide applications. Utilize herbicides containing different modes of action effective on the target weeds in sequential applications.

Do not overuse the technology

- Do not use more than two applications of this or any other herbicide with the same mode of action in a single growing season unless mixed with an herbicide with a different mode of action which provides overlapping spectrum for the difficult to control weeds.

Scout and inspect fields following application

- Prevent an influx of weeds into the field by controlling weeds in field borders.
- Scout fields after application to verify that the treatment was effective.
- Suspected herbicide resistant weeds may be identified by these indicators
    - Failure to control a weed species normally controlled by the herbicide at the dose applied, especially if control is achieved on adjacent weeds;
    - A spreading patch of non-controlled plants of a particular weed species; and
    - Surviving plants mixed with controlled individuals of the same species.
- Report non-performance of this product to your Syngenta retailer, Syngenta representative, or call 1-866-Syngent(a) (866-796-4368). If resistance is suspected ensure weed escapes are controlled using an herbicide with an effective mode of action and/or use non-chemical means to prevent further seed production.

Prevent weed escapes before, during, and after harvest

- Do not allow weed escapes to produce seed or vegetative structures, including tubers or stolons, which contribute to spread and survival. Consider harvest weed seed management and control weeds post-harvest to prevent seed production.

APPLICATION DIRECTIONS

Tank Mix Requirement: Fusilade DX Herbicide may be tank mixed with other pesticides. Refer to the specific crop sections on this label for tank mixing directions. It is the pesticide user's responsibility to ensure that all products are registered for the intended use. Read and follow the applicable restrictions and limitations and directions for use on all product labels involved in tank mixing. Users must follow the most restrictive directions for use and precautionary statements of each product in the tank mixture.

TIMING – Best control of susceptible grasses is obtained when Fusilade DX Herbicide is applied to actively growing grasses before they exceed the listed growth stages shown on this label. Refer to the grass weed tables for specific directions on weed growth stages.

SPRAY ADDITIVES – Only spray additives cleared for use on growing crops under 40 CFR 180.1001 may be used in spray mixture.

Always add one of the following:

- **Crop Oil Concentrate** – Add a non-phytotoxic crop oil concentrate or a once-refined vegetable oil concentrate containing 15-20% approved emulsifier, at 0.5-1% v/v (0.5-1 gal/100 gal) in the finished spray volume for ground applications. For aerial applications, add 1 pt of crop oil concentrate per acre.
- **Nonionic Surfactant** – Add nonionic surfactant containing at least 75% surface-active agent, at 0.25-0.5% v/v (1-2 qt/100 gal) in the finished spray volume for ground application. For aerial application, add 1 pt of surfactant per acre.
- **Other Adjuvants** – Adjuvants other than COC or NIS may be used providing the product meets the following criteria:
    1. Contains only EPA exempt ingredients.
    2. Is nonphytotoxic to the target crop.
    3. Is compatible in mixture. (May be established through a jar test).
    4. Is supported locally for use with Fusilade DX Herbicide on the target crop through proven field trials and through university and extension guidance.

Always refer to the product label and follow directions concerning rates, target crops, environmental effects, including drought or weed stress, and use in tank mix with other labeled pesticides.

In addition to crop oil concentrate or nonionic surfactant, liquid nitrogen fertilizer (28% or similar) can be added to the spray mixture in soybeans only. This 28% liquid nitrogen fertilizer is water soluble and can be used at a rate of one gallon per acre. Liquid nitrogen fertilizers cannot be used as a substitute for crop oil concentrate or nonionic surfactant in the spray mixture.

Diammonium phosphate (aqueous ammonium polyphosphate) commonly sold as a solution (10-34-0) can be added to the spray mixture. This water soluble material can be used at a rate of 2 pt/A. Diammonium phosphate cannot be used as a substitute for crop oil concentrate or nonionic surfactant in the spray mixture.

GROUND APPLICATION - Use sufficient spray volume to ensure complete coverage of target grasses. Apply in 5-40 gal/A of spray mixture. When grass foliage is dense, use a minimum of 20 gal/A to ensure coverage of weed foliage.

BAND APPLICATIONS - Thorough weed coverage is important for control. Best coverage is obtained with a minimum of two nozzles, one directed to each side of the planted row. Avoid application with a single nozzle directed over the top of the row. Cultivation of untreated areas may be needed following band applications.

When making band applications and cultivating in the same operation, position nozzles in advance of the cultivation device. This will reduce dust in the spray area. Dust can intercept the spray, reducing weed coverage, resulting in less than adequate weed control.

Calculate the amount of herbicide and water volume needed for band treatment by the following formulas:

$$\frac{\text{Band width in inches}}{\text{Row width in inches}} \times \text{broadcast rate per acre} = \text{Band herbicide rate per acre}$$

$$\frac{\text{Band width in inches}}{\text{Row width in inches}} \times \text{broadcast volume per acre} = \text{Band herbicide volume per acre}$$

Avoid band applications to perennial grasses as reinfestation of the treated band from the untreated middle may result.

AERIAL APPLICATION - Use sufficient spray volume to ensure complete coverage of target grasses. Apply a minimum of 5 gal/A. When grass foliage is dense, use a minimum of 10 gal/A to ensure coverage of weed foliage. Add 1 pt/A of crop oil concentrate or nonionic surfactant in the spray mixture.

MANDATORY SPRAY DRIFT MANAGEMENT

SPRAY DRIFT
Aerial Applications

- Do not release spray at a height greater than 10 ft above the vegetative canopy, unless a greater application height is necessary for pilot safety.
- For applications prior to the emergence of crops and target weeds, applicators are required to use a Coarse or coarser droplet size (ASABE S572.1).
- For all other applications, applicators are required to use a Medium or coarser droplet size (ASABE S572.1).
- The boom length must not exceed 65% of the wingspan for airplanes or 75% of the rotor blade diameter for helicopters.
- Applicators must use 1/2 swath displacement upwind at the downwind edge of the field.
- Nozzles must be oriented so the spray is directed toward the back of the aircraft.
- Do not apply when wind speeds exceed 10 miles per hour at the application site.
- Do not apply during temperature inversions.

SPRAY DRIFT
Ground Boom Applications

- User must apply with the nozzle height recommended by the manufacturer, but no more than 3 feet above the ground or crop canopy unless making a turf, pasture, or rangeland application, in which case applicators may apply with a nozzle height no more than 4 feet above the ground.
- For applications prior to the emergence of crops and target weeds, applicators are required to use a Coarse or coarser droplet size (ASABE S572.1).
- For all other applications, applicators are required to use a Medium or coarser droplet size (ASABE S572.1).
- Do not apply when wind speeds exceed 10 miles per hour at the application site.
- Do not apply during temperature inversions.

SPRAY DRIFT ADVISORIES

- THE APPLICATOR IS RESPONSIBLE FOR AVOIDING OFF-SITE SPRAY DRIFT.
- BE AWARE OF NEARBY NON-TARGET SITES AND ENVIRONMENTAL CONDITIONS.

IMPORTANCE OF DROPLET SIZE

An effective way to reduce spray drift is to apply large droplets. Use the largest droplets that provide target pest control. While applying larger droplets will reduce spray drift, the potential for drift will be greater if applications are made improperly or under unfavorable environmental conditions.

Controlling Droplet Size - Ground Boom

- **Volume** - Increasing the spray volume so that larger droplets are produced will reduce spray drift. Use the highest practical spray volume for the application. If a greater spray volume is needed, consider using a nozzle with a higher flow rate.
- **Pressure** - Use the lowest spray pressure recommended for the nozzle to produce the target spray volume and droplet size.
- **Spray Nozzle** - Use a spray nozzle that is designed for the intended application. Consider using nozzles designed to reduce drift.

Controlling Droplet Size – Aircraft

- **Adjust Nozzles** - Follow nozzle manufacturer's recommendations for setting up nozzles. Generally, to reduce fine droplets, nozzles should be oriented parallel with the airflow in flight.

BOOM HEIGHT – Ground Boom

Use the lowest boom height that is compatible with the spray nozzles that will provide uniform coverage. For ground equipment, the boom should remain level with the crop and have minimal bounce.

RELEASE HEIGHT – Aircraft

Higher release heights increase the potential for spray drift. When applying aerially to crops, do not release spray at a height greater than 10 ft above the crop canopy, unless a greater application height is necessary for pilot safety.

SHIELDED SPRAYERS

Shielding the boom or individual nozzles can reduce spray drift. Consider using shielded sprayers. Verify that the shields are not interfering with the uniform deposition of the spray on the target area.

TEMPERATURE AND HUMIDITY

When making applications in hot and dry conditions, use larger droplets to reduce effects of evaporation.

TEMPERATURE INVERSIONS

Drift potential is high during a temperature inversion. Temperature inversions are characterized by increasing temperature with altitude and are common on nights with limited cloud cover and light to no wind. The presence of an inversion can be indicated by ground fog or by the movement of smoke from a ground source or an aircraft smoke generator. Smoke that layers and moves laterally in a concentrated cloud (under low wind conditions) indicates an inversion, while smoke that moves upward and rapidly dissipates indicates good vertical air mixing. Avoid applications during temperature inversions.

WIND

Drift potential generally increases with wind speed. AVOID APPLICATIONS DURING GUSTY WIND CONDITIONS.

Applicators need to be familiar with local wind patterns and terrain that could affect spray drift.

CHEMIGATION

Sprinkler Irrigation Application: Apply Fusilade DX Herbicide at rates and timing described elsewhere in this label. **DO NOT** use adjuvants in the manner described elsewhere in this label for use in conventional applications. As local directions differ, consult your local State Extension Service or other local experts for directions on adjuvant or diluent types, rates and mixing instructions. These directions need to be proven, through university, extension or local expert field trials, to be effective with Fusilade DX Herbicide applied by chemigation.

Check the irrigation system to ensure uniform application of water to all areas. Thorough coverage of foliage is required for good control. Good agitation in the pesticide supply tank needs to be maintained prior to and during the entire application period.

Apply by injecting the directed rate of Fusilade DX Herbicide into the irrigation system using a metering device that will introduce a constant flow and by distributing the product to the target areas in 0.1-0.2 acre-inch of water. Use the least amount of water required for proper distribution and coverage. It is advised that the product be injected into the main irrigation line ahead of a right angle turn in the line to ensure adequate dispersion or mixing in the irrigation water. Once the application is completed, flush the entire irrigation and injection system with clean water before stopping the system.

In addition to the above directions, if application is being made during a normal irrigation set of a stationary sprinkler, the directed rate of Fusilade DX Herbicide for the area covered needs to be injected into the system only during the end of the irrigation set for sufficient time to provide adequate coverage and product distribution.

Fusilade DX Herbicide must not be applied through an irrigation system connected to a public water system. Public water system means a system for the provision to the public of piped water for human consumption if such system has at least 15 service connections or regularly serves an average of at least 25 individuals daily at least 60 days out of the year.

Use Precautions - Sprinkler Irrigation Application

- Apply this product only through sprinkler irrigation systems including center pivot, lateral move, end tow, side (wheel) roll, traveler, big gun, solid set, or hand move.
- Crop injury, lack of effectiveness, or illegal pesticide residues in the crop can result from non-uniform distribution of treated water.
- If you have any questions about calibration, contact State Extension Service Specialists, equipment manufacturers or other experts.
- A person knowledgeable of the chemigation system and responsible for its operation or under the supervision of the responsible person, shall shut the system down and make necessary adjustments if the need arises.

Use Restrictions – Sprinkler Irrigation Application

- **DO NOT** apply this product through any other type of irrigation system.
- Do not connect an irrigation system (including greenhouse systems) used for pesticide application to a public water system unless the pesticide label prescribed safety devices for public-water systems are in place.
- The system must contain a functional check valve, vacuum relief valve, and low pressure drain appropriately located on the irrigation pipeline to prevent water source contamination from back-flow.
- The pesticide injection pipeline must contain a functional, automatic, quick-closing check valve to prevent the flow of fluid back toward the injection pump.

- The pesticide injection pipeline must also contain a functional, normally closed, solenoid-operated valve located on the intake side of the injection pump and connected to the system interlock to prevent fluid from being withdrawn from the supply tank when the irrigation system is either automatically or manually shut down.
- The system must contain functional interlocking controls to automatically shut off the pesticide injection pump when the water pump motor stops.
- The irrigation line or water pump must include a functional pressure switch which will stop the water pump motor when pressure decreases to the point where pesticide distribution is adversely affected.
- Systems must use a metering pump, including a positive displacement injection pump (e.g. diaphragm pump) effectively designed and constructed of materials that are compatible with pesticides and are capable of being fitted with a system interlock.
- Any alternatives to the above required safety devices must conform to the list of EPA approved alternative devices.
- Do not apply when wind speed favors drift beyond the area intended for treatment or non-uniform distribution of treated water.

SPOT TREATMENTS - Mix Fusilade DX Herbicide and crop oil concentrate or nonionic surfactant with water according to the amounts shown below. Spray to obtain thorough coverage, but **DO NOT** spray to runoff. Retreat if necessary. Refer to the **CROP SPECIFIC RESTRICTIONS** section for maximum yearly application rate.

Table 1. Spot Spray Mixing Directions

To Make This Spray Volume	Add These Amounts			
	Fusilade DX Herbicide	Crop/Vegetable Oil Concentrate	or	Nonionic Surfactant
1 gal	0.75 fl oz	1-1/2 fl oz	or	1/2 fl oz
10 gal	6.5 fl oz	13 fl oz	or	3 fl oz
25 gal	0.5 qt	1 qt	or	1/2 pt
50 gal	1 qt	2 qt	or	1 pt

MIXING ORDER

1. Fill the spray tank with half the required amount of water and begin agitation. Add dry pesticide formulations.
2. Add Fusilade DX Herbicide.
3. Add liquid pesticide formulations.
4. Add spray adjuvant and fertilizer (if used).
5. Add the remaining water and maintain agitation throughout the spray operation.

CULTIVATION – DO NOT cultivate treated grasses within 7 days prior to or within 7 days after application of Fusilade DX Herbicide as weeds may be put under stress reducing weed control. Timely cultivation 2-3 weeks after applying Fusilade DX Herbicide may assist weed control.

USE RESTRICTIONS

- Do not apply to grasses which are stressed due to moisture, temperature, low soil fertility, mechanical or chemical injury.
- Do not apply to grasses which have tillered, formed seed heads, or exceeded listed growth stages.
- Do not apply Fusilade DX Herbicide if rainfall is expected within 1 hour.
- Do not plant rotational grass crops, including corn, sorghum, and cereals within 60 days of last application of Fusilade DX Herbicide or crop injury may occur.
- Do not plant rotational crops not listed on the label within 30 days after the last application of Fusilade DX Herbicide or illegal residues may occur.
- Avoid drift to all other crops and non-target areas. Grass crops are highly susceptible to Fusilade DX Herbicide.

USE PRECAUTIONS

- Apply to actively growing grasses.
- Apply at the directed rate to grasses at the listed growth stages as outlined.
- Apply when the first grass weed species in a mixed grass weed population reaches the specified growth stage for treatment. Use the highest directed rate for grasses in that population.
- Where irrigation is used as part of normal cropping practice, best results are usually obtained when Fusilade DX Herbicide is applied within 7 days after irrigation.
- Best perennial grass control can be obtained if rhizomes or stolons are cut up by preplant tillage practices (discing, plowing, etc.) to stimulate maximum emergence of grass shoots.
- Tank mixes of Fusilade DX Herbicide with pesticides, liquid fertilizers or additives not specified on this label or other supplemental labeling may result in unsatisfactory crop injury and/or grass control.
- Sequential applications with herbicides, except as specified on this label or on supplemental labeling, within five days before or after Fusilade DX Herbicide application may result in unsatisfactory crop injury and/or grass control.
- Thoroughly clean spray tank with water and a commercial tank cleaner before and after each use.

CROP SPECIFIC RESTRICTIONS

Fusilade DX Rate Conversion Table

fl oz product/acre	lb ai fluazifop/acre
4	0.062
6	0.094
8	0.125
10	0.156
12	0.188
16	0.250
24	0.375
30	0.469
32	0.500
48	0.750
72	1.125

APRICOTS, CHERRIES, NECTARINES, PEACHES, PLUMS, AND PRUNES

- Do not apply a total of more than 72 fl oz of Fusilade DX Herbicide per acre per year (1.125 lb ai/A).
- Do not apply more than 24 fl oz of Fusilade DX Herbicide per acre per application (0.375 lb ai/A).
- Do not apply more than 3 applications per year.
- Maintain a minimum of 21 days between applications.
- Do not harvest within 14 days of application.
- Do not graze animals in treated areas.

ASPARAGUS

All states except California and Arizona:

- Do not apply a total of more than 48 fl oz of Fusilade DX Herbicide per acre per year to bearing asparagus (0.750 lb ai/A).
- Do not apply more than 24 fl oz of Fusilade DX Herbicide per acre per application (0.375 lb ai/A).
- Do not apply more than 2 applications per year.
- Maintain a minimum of 14 days between applications.
- Do not harvest asparagus sooner than 1 day after application.

California only:

- Do not apply a total of more than 24 fl oz of Fusilade DX Herbicide per acre per year to bearing asparagus (0.375 lb ai/A).
- Do not apply more than 12 fl oz of Fusilade DX Herbicide per acre per application (0.188 lb ai/A).
- Do not apply more than 2 applications per year.
- Maintain a minimum of 21 days between applications.
- Do not harvest asparagus sooner than 1 day after application.

BANANAS AND PLANTAINS

- Do not apply a total of more than 72 fl oz of Fusilade DX Herbicide per acre per year to bananas or plantains (1.125 lb ai/A).
- Do not apply more than 24 fl oz of Fusilade DX Herbicide per acre per application (0.375 lb ai/A).
- Do not apply more than 3 applications per year.
- Maintain a minimum of 30 days between applications.
- Bananas or plantains may be harvested 0 days after the last application.

BLUEBERRY, LOWBUSH (As well as lingonberry; currant, native)

- Apply during the non-bearing year or during the year of establishment with the last application no later than 10 months before harvest.
- Do not apply a total of more than 48 fl oz of Fusilade DX Herbicide per acre per year (0.750 lb ai/A).
- Do not apply more than 24 fl oz of Fusilade DX Herbicide per acre per application (0.375 lb ai/A).
- Do not apply more than 2 applications per year.
- Maintain a minimum of 14 days between applications.

BUSHBERRY SUBGROUP 13-07B (As well as Aronia berry; blueberry, highbush; buffalo currant; Chilean guava; cranberry, highbush; currant, black; currant, red; elderberry; European barberry; gooseberry; honeysuckle, edible; huckleberry; jostaberry; Juneberry (Saskatoon berry); salal; sea buckthorn; and cultivars, varieties, and/or hybrids of these)

- Do not apply a total of more than 48 fl oz of Fusilade DX Herbicide per acre per year (0.750 lb ai/A).
- Do not apply more than 24 fl oz of Fusilade DX Herbicide per acre per application (0.375 lb ai/A).
- Do not apply more than 2 applications per year.
- Maintain a minimum of 14 days between applications.
- Do not harvest within 1 day of last application.

CANEBERRY SUBGROUP 13-07A (Blackberry; loganberry; raspberry, black and red; wild raspberry; cultivars, varieties, and /or hybrids of these)

- Do not apply a total of more than 48 fl oz of Fusilade DX Herbicide per acre per year (0.750 lb ai/A).
- Do not apply more than 24 fl oz of Fusilade DX Herbicide per acre per application (0.375 lb ai/A).
- Do not apply more than 2 applications per year.
- Maintain a minimum of 14 days between applications.
- Do not harvest within 1 day of last application.

CARROTS (INCLUDING SEED CARROTS)

- Do not apply a total of more than 48 fl oz of Fusilade DX Herbicide per acre per year to carrots (0.750 lb ai/A).
- Do not apply more than 24 fl oz of Fusilade DX Herbicide per acre per application (0.375 lb ai/A).
- Do not apply more than 2 applications per year.
- Maintain a minimum of 14 days between applications.
- Do not harvest carrots within 45 days of last application.

CITRUS FRUITS GROUP 10 (Calamondin; citrus citron; citrus hybrids (includes chironja, tangelo, tangor); grapefruit; kumquat; lemon; lime; mandarin (tangerine); orange, sour; orange, sweet; pummelo; Satsuma mandarin)

- Do not apply a total of more than 72 fl oz of Fusilade DX Herbicide per acre per year (1.125 lb ai/A).
- Do not apply more than 24 fl oz of Fusilade DX Herbicide per acre per application (0.375 lb ai/A).
- Do not apply more than 3 applications per year.

- Maintain a minimum of 21 days between applications.
- Do not harvest within 14 days of last application.

COFFEE (HAWAII ONLY)

- Do not apply a total of more than 48 fl oz of Fusilade DX Herbicide per acre per year to coffee (0.750 lb ai/A).
- Do not apply more than 24 fl oz of Fusilade DX Herbicide per acre per application (0.375 lb ai/A).
- Do not apply more than 2 applications per year.
- Maintain a minimum of 14 days between applications.
- Do not harvest coffee within 1 day of application.

COTTON

- Do not apply a total of more than 48 fl oz of Fusilade DX Herbicide per acre per year to cotton (0.750 lb ai/A).
- Do not apply more than 24 fl oz of Fusilade DX Herbicide per acre per application (0.375 lb ai/A).
- Do not apply more than 2 applications per year.
- Maintain a minimum of 14 days between applications.
- Do not apply to cotton after boll set.
- Do not harvest cotton within 90 days of Fusilade DX Herbicide application.
- Do not graze or harvest for forage or hay.

DRY BEANS

- Do not apply a total of more than 48 fl oz of Fusilade DX Herbicide per acre per year to dry beans (0.750 lb ai/A).
- Do not apply more than 24 fl oz of Fusilade DX Herbicide per acre per application (0.375 lb ai/A).
- Do not apply more than 2 applications per year.
- Maintain a minimum of 14 days between applications.
- Do not harvest dry beans within 60 days of last application.
- Do not apply to cowpeas.

FINE FESCUE GRASSES GROWN FOR SEED (IDAHO, OREGON AND WASHINGTON ONLY)

- Do not apply a total of more than 48 fl oz of Fusilade DX Herbicide per acre per year (0.750 lb ai/A).
- Do not apply more than 16 fl oz of Fusilade DX Herbicide per acre per application (0.250 lb ai/A).
- Do not apply more than 3 applications per year.
- Maintain a minimum of 14 days between applications.
- Do not harvest forage within 14 days of application.

LETTUCE, LEAF AND HEAD

- Do not apply a total of more than 48 fl oz of Fusilade DX Herbicide per acre per year (0.750 lb ai/A).
- Do not apply more than 24 fl oz of Fusilade DX Herbicide per acre per application (0.375 lb ai/A).
- Do not apply more than 2 applications per year.
- Maintain a minimum of 14 days between applications.
- Do not harvest within 14 days of last application.

MACADAMIA NUTS

- Do not apply a total of more than 48 fl oz of Fusilade DX Herbicide per acre per year to macadamia nuts (0.750 lb ai/A).
- Do not apply more than 24 fl oz of Fusilade DX Herbicide per acre per application (0.375 lb ai/A).
- Do not apply more than 2 applications per year.
- Maintain a minimum of 21 days between applications.
- Do not harvest within 1 day of application.
- Do not graze animals in treated area or feed cover crops of treated macadamia groves to livestock.

ONION, BULB SUBGROUP 3-07A (Daylily, bulb; fritillaria, bulb; garlic, bulb; garlic, great-headed, bulb; garlic, serpent, bulb; lily, bulb; onion, bulb; onion, Chinese, bulb; onion, pearl; onion, potato, bulb; shallot, bulb; cultivars, varieties, and/or hybrids of these)

- Do not apply a total of more than 48 fl oz of Fusilade DX Herbicide per acre per year (0.750 lb ai/A).
- Do not apply more than 24 fl oz of Fusilade DX Herbicide per acre per application (0.375 lb ai/A).
- Do not apply more than 2 applications per year.
- Maintain a minimum of 14 days between applications.
- Do not harvest within 45 days of last application.

ONION, GREEN

- Do not apply a total of more than 48 fl oz of Fusilade DX Herbicide per acre per year (0.750 lb ai/A).
- Do not apply more than 24 fl oz of Fusilade DX Herbicide per acre per application (0.375 lb ai/A).
- Do not apply more than 2 applications per year.
- Maintain a minimum of 14 days between applications.
- Do not harvest within 14 days of last application.

PEANUTS

- Do not apply a total of more than 48 fl oz of Fusilade DX Herbicide per acre per year to peanuts (0.750 lb ai/A).
- Do not apply more than 24 fl oz of Fusilade DX Herbicide per acre per application (0.375 lb ai/A).
- Do not apply more than 2 applications per year.
- Maintain a minimum of 14 days between applications.
- Do not feed green immature growing plants to livestock or harvest for livestock feed.
- Do not harvest peanuts within 40 days of last application.

PECANS

- Do not apply a total of more than 72 fl oz of Fusilade DX Herbicide per acre per year (1.125 lb ai/A).
- Do not apply more than 24 fl oz of Fusilade DX Herbicide per acre per application (0.375 lb ai/A).
- Do not apply more than 3 applications per year.
- Maintain a minimum of 14 days between applications.
- Do not harvest within 30 days of application.
- Do not graze animals in treated areas.

RHUBARB

- Do not apply a total of more than 32 fl oz of Fusilade DX Herbicide per acre per year (0.500 lb ai/A).
- Do not apply more than 16 fl oz of Fusilade DX Herbicide per acre per application (0.250 lb ai/A).
- Do not apply more than 2 applications per year.
- Maintain a minimum of 14 days between applications.
- Do not harvest within 14 days of last application.

SMALL FRUIT VINE CLIMBING SUBGROUP 13-07F (EXCEPT FUZZY KIWIFRUIT) (Amur river grape; gooseberry; grape; kiwifruit, hardy; maypop; schisandra berry; cultivars, varieties, and/or hybrids of these)

- Do not apply a total of more than 72 fl oz of Fusilade DX Herbicide per acre per year (1.125 lb ai/A).
- Do not apply more than 24 fl oz of Fusilade DX Herbicide per acre per application (0.375 lb ai/A).

- Do not apply more than 3 applications per year.
- Maintain a minimum of 14 days between applications.
- Do not harvest within 50 days of last application.

SOYBEANS

- Do not apply a total of more than 30 fl oz of Fusilade DX Herbicide per acre per year to soybeans (0.469 lb ai/A).
- Do not apply more than 24 fl oz of Fusilade DX Herbicide per acre per application (0.375 lb ai/A).
- Do not apply more than 24 fl oz of Fusilade DX Herbicide per acre to soybeans pre-bloom (up to V5 growth stage) (0.375 lb ai/A).
- Do not apply more than 6 fl oz of Fusilade DX Herbicide per acre to soybeans at/after bloom (R1 growth stage or later) (0.094 lb ai/A).
- Do not apply more than 3 applications per year.
- Maintain a minimum of 14 days between applications.
- Do not harvest soybeans for 60 days following the last application.

STRAWBERRY

- Do not apply a total of more than 16 fl oz of Fusilade DX Herbicide per acre per year (0.250 lb ai/A).
- Do not apply more than 16 fl oz of Fusilade DX Herbicide per acre per application (0.250 lb ai/A).
- Do not apply more than 1 application per year.
- Do not harvest within 14 days of last application.

SUGAR BEETS

- Do not apply a total of more than 48 fl oz of Fusilade DX Herbicide per acre per year to sugar beets (0.750 lb ai/A).
- Do not apply more than 24 fl oz of Fusilade DX Herbicide per acre per application (0.375 lb ai/A).
- Do not apply more than 2 applications per year.
- Maintain a minimum of 14 days between applications.
- Do not harvest sugar beets within 90 days of last application.

TABASCO PEPPERS (LOUISIANA ONLY)

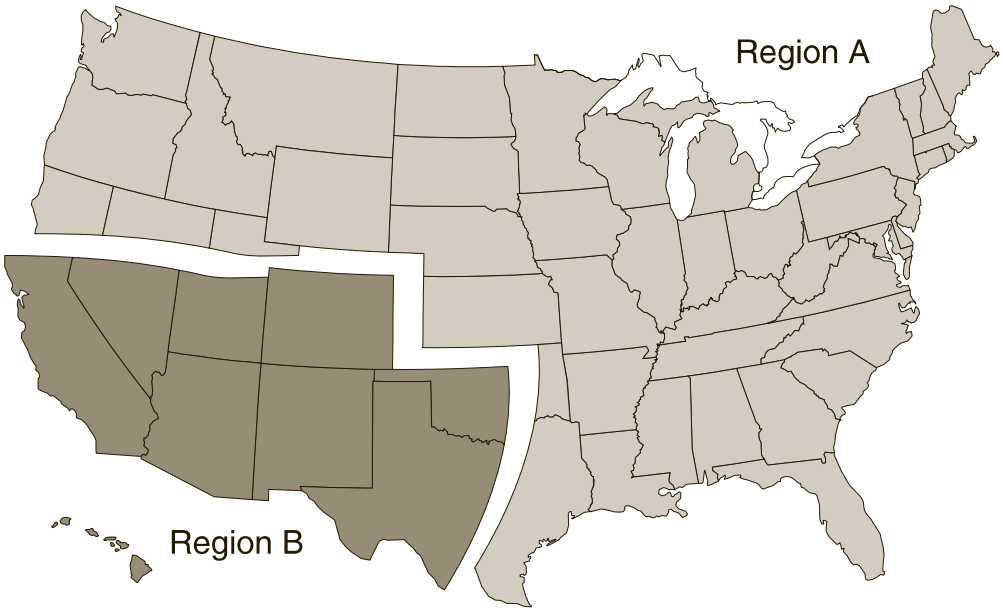
- Do not apply a total of more than 48 fl oz of Fusilade DX Herbicide per acre per year to Tabasco peppers (0.750 lb ai/A).
- Do not apply more than 24 fl oz of Fusilade DX Herbicide per acre per application (0.375 lb ai/A).
- Do not apply more than 2 applications per year.
- Maintain a minimum of 14 days between applications.
- Do not harvest Tabasco peppers within 45 days of application.

TUBEROUS AND CORM VEGETABLES SUBGROUP 1D (EXCEPT POTATO) (Arracacha; arrowroot; artichoke, Chinese; artichoke, Jerusalem; canna, edible; cassava, bitter and sweet; chayote (root); chufa; dasheen (taro); ginger; leren; sweet potato; tanier; turmeric; yam bean; yam, true)

- Do not apply a total of more than 48 fl oz of Fusilade DX Herbicide per acre per year (0.750 lb ai/A).
- Do not apply more than 12 fl oz of Fusilade DX Herbicide per acre per application (0.188 lb ai/A).
- Do not apply more than 4 applications per year.
- Maintain a minimum of 14 days between applications.
- Do not harvest within 14 days of last application.

ANNUAL AND PERENNIAL GRASS WEED CONTROL FOR COTTON, SOYBEANS, AND OTHER REGISTERED CROPS

REGIONAL USE MAP



Region A - Includes the following states or portions of states where Fusilade DX Herbicide can be applied at directed rates.

Alabama, Alaska, Arkansas, California (Northern; see regional map), Connecticut, Delaware, Florida, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada (Northern; see regional map), New Hampshire, New Jersey, New York, North Carolina, North Dakota, Ohio, Oklahoma (east of Interstate 35), Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Carolina, South Dakota, Tennessee, Texas (east of Interstate 35), Utah (Northern; see regional map), Vermont, Virginia, Washington, West Virginia, Wisconsin, and Wyoming.

Region B – Includes the following states or portions of states where Fusilade DX Herbicide can be applied at specified rates.

Arizona, California (Southern; see regional map), Colorado, Hawaii, Oklahoma (west of Interstate 35), Nevada (Southern; see regional map), New Mexico, Utah (Southern; see regional map), and Texas (west of Interstate 35).

Table 2. Fusilade DX Herbicide Annual Grass Control Use Rate Directions for All Crops Except Coffee - Region A

Annual Grass Species[1]	Height (In)	No. of Leaves Not to Exceed	Rate(s) fl oz Product/A	Special[3] Rate(s) fl oz Product/A[10]
Barnyardgrass	2-3	3	12	10
Broadleaf signalgrass	2-4	5	12	10
Crabgrass				
Large crabgrass	1-2	4	12	10
Smooth crabgrass	1-2	4	12	10
Southern crabgrass	1-2	4	12	10
Tropical crabgrass	1-2	4	12	10
Downy Brome[2]	2-6	4	8	
Fall Panicum	2-6	6	12	10
Field Sandbur	2-4	4	12	10
Foxtails				
Giant foxtail	2-6	4	12	10
Green foxtail	2-4	4	12	10
Yellow foxtail	2-4	4	12	10
Goosegrass	2-4	6	8	
Italian Ryegrass	2-4	4	12	10
Itchgrass	4-24	6	8	
Johnsongrass, seedling	2-8	4	6	
Junglerice	2-3	3	12	10
Red rice	1/2-1	2	16	10[4]
Shattercane	6-12	8	6[6]	
Sorghum almum	6-12	8	8	
Southern sandbur	2-6	6	12	10
Texas Panicum	2-8	8	12	10
Volunteer Cereals				
V. Barley	2-6	6	8	
V. Corn[8,9]	12-24	10	6[6]	4[5,7]
V. Milo	6-12	4	6[6]	
V. Oats	2-6	6	8	
V. Rye	2-6	6	8	
V. Wheat	2-6	6	8	
Wild Proso Millet	4-8	6	6[6]	
Witchgrass	2-4	6	12	10
Wild Oats	2-6	6	8	
Woolly cupgrass	2-4	6	12	10

[1]Retreatment at the directed rate may be needed to control later germinating grasses or if regrowth occurs.

[2]Not registered in California for use on this species.

continued...

[3]**Use Directions for Special Rate**
Rates of Fusilade DX Herbicide/acre can be reduced to the rates listed for species indicated under the following conditions:

- Application under favorable soil moisture and humidity conditions, normally within a few days after rainfall or irrigation. Avoid extreme air temperatures.
- Application at earliest growth stages indicated on rate tables.
- Application in highly competitive crop stands, including narrow row or drilled soybeans, or where cultivation is planned.
- Application to light or moderate weed densities.
- Application with 1% v/v crop oil concentrate only.
- Application alone, avoiding tank mixes with other pesticides.

[4]Most infestations require two applications at 10 fl oz/A to achieve satisfactory control.

[5]A second application of 4 fl oz/A may be necessary if infestations of this weed are heavy or to control later germinating plants, including those emerging from buried ears.

[6]Use 6 to 8 fl oz/A when tank mixing with broadleaf herbicides in soybeans. Use the 8 fl oz/A rate under conditions of low soil moisture or low humidity or when weeds have reached the maximum specified growth stage.

[7]Use 4 fl oz/A when tank mixing with Pursuit® herbicide. Apply to actively growing plants less than 18" tall.

[8]Fusilade DX Herbicide will provide suppression of Sethoxydim-resistant volunteer corn.

[9]Includes control of Roundup Ready®, LibertyLink® and IMI-Corn® volunteer corn.

[10]For lb ai fluazifop/acre, refer to the Fusilade DX Rate Conversion Table in the **CROP SPECIFIC RESTRICTIONS** section.

Table 3. Fusilade DX Herbicide Annual Grass Control Use Rate Directions for All Crops Except Coffee - Region B

Annual Grass Species[1]	Height (Inches)	No. of Leaves Not to Exceed	Rate(s) fl oz Product/A[7]
Barnyardgrass[2]	1-2	3	12
Canarygrass, Littleseed[3]	2-4	4	12
Crabgrass, Large[3]	1-2	3	12
Crabgrass, Smooth[3,4]	1-2	4	12
Johnsongrass, seedling	2-4	3	8
Junglerice[3]	2-3	3	12
Panicums			
Fall Panicum[3,4]	2-6	6	12
Texas Panicum[3,4]	8	8	12
Rabbitfootgrass[3]	2-4	4	12
Volunteer Cereals			
V. Barley	2-4	3	12
V. Corn[3,5,6]	12-18	6	12
V. Milo	2-4	4	12
V. Oats	2-4	3	12
V. Wheat	2-4	3	12
Wild Oats[4]	2-4	4	12

[1]Retreatment at the directed rate may be needed to control late germinating grasses or if regrowth occurs.

[2]Use 24 fl oz in California and Arizona.

[3]Not labeled for control of this species in Arizona and California.

[4]For control of these species in Colorado, Oklahoma, and Texas.

[5]Fusilade DX Herbicide will provide suppression of Sethoxydim-resistant volunteer corn.

[6]Includes control of Roundup Ready, LibertyLink and IMI-Corn volunteer corn.

[7]For lb ai fluazifop/acre, refer to the Fusilade DX Rate Conversion Table in the **CROP SPECIFIC RESTRICTIONS** section.

Table 4. Fusilade DX Herbicide Perennial Grass Control Use Rate Directions for All Crops Except Coffee - Region A

Perennial Grass Species	Application	Height (Inches)	Rate fl oz Product/A	Special Rate[6] fl oz Product/A[7]
Bermudagrass[1,5]	1st	4-8 (runner length)	12	16-24
	2nd	4-8	8	12-24
Quackgrass[2,5]	1st	6-10	12	16-24
	2nd	up to 10	8	12-24
Rhizome johnsongrass[3,5]	1st	8-18	12	16-24
	2nd	6-12	8	12-24
Wirestem muhly[4,5]	1st/2nd	4-12	12	16-24

[1]Make second application to bermudagrass if regrowth occurs (usually about 4 weeks after first application). Bermudagrass control may be improved by directing the spray beneath the crop canopy. To improve coverage, make applications in a minimum of 15 gal/A.

[2]Make second application 2-3 weeks after the first, but before the quackgrass exceeds 10 inches in height. Always use 1% v/v crop oil concentrate. In no-till soybeans, a preplant application of a burndown herbicide (including Gramoxone® SL 2.0) is advised. **DO NOT** make spot treatments.

[3]Make first application before the boot stage. In eastern Oklahoma, the Brazos Bottoms, the Blacklands, Coastal Bend and Rio Grande areas of eastern Texas, make the first application at 8-12 inches. If new shoots emerge or regrowth occurs, make a second application at 4-6 inches.

[4]Make second application if regrowth occurs.

[5]Rates of Fusilade DX Herbicide are to be increased to 24 fl oz/A for the first application and 16 fl oz/A for the second application when applied in sodded orchards.

[6]Use the special rate of Fusilade DX Herbicide under heavy grass pressure and/or when grasses are at maximum height. **DO NOT** exceed the maximum rate for any individual crop as specified in the **CROP SPECIFIC RESTRICTIONS** section.

[7]For lb ai fluazifop/acre, refer to the Fusilade DX Rate Conversion Table in the **CROP SPECIFIC RESTRICTIONS** section.

Table 5. Fusilade DX Herbicide Perennial Grass Control Use Rate Directions for All Crops Except Coffee - Region B

For best results, apply Fusilade DX Herbicide 3 days before to 7 days after irrigation.			
Perennial Grass Species	**Application**	**Height (Inches)**	**Rate fl oz Product/A[6]**
Bermudagrass[1,2]	1st	4-8 (runner length)	16-24
	2nd	4-8	16-24
Rhizome johnsongrass[3,4]	1st	12-18	16-24[5]
	2nd	12-18	16-24[5]

[1]Make second application to bermudagrass if regrowth occurs (usually about 4 weeks after first application). Bermudagrass control may be improved by directing the spray beneath the crop canopy. To improve coverage, make applications in a minimum of 20 gal/A. **DO NOT** exceed the maximum rate for any individual crop as specified in the **CROP SPECIFIC RESTRICTIONS** section.

[2]In Colorado, Oklahoma (west of Interstate 35), and Texas (west of Interstate 35) under good soil moisture and favorable growing conditions, make applications at reduced rates of 12-16 fl oz/A.

[3]Make first application before the boot stage. If new shoots emerge or regrowth occurs, make a second application (usually about 4 weeks after the first application). **DO NOT** exceed the maximum rate for any individual crop as specified in the **CROP SPECIFIC RESTRICTIONS** section.

[4]In Colorado, Oklahoma (west of Interstate 35) and Texas (west of Interstate 35) under good soil moisture and favorable growing conditions, make the first application to 8-18 inch johnsongrass at a reduced rate of 12 fl oz/A. Make the second application to 6-12 inch johnsongrass at a rate of 12 fl oz/A.

[5]**For California only,** make first application to johnsongrass at 16 fl oz/A; and second application at 12-16 fl oz/A.

[6]For lb ai fluazifop/acre, refer to the Fusilade DX Rate Conversion Table in the **CROP SPECIFIC RESTRICTIONS** section.

TANK MIX† AND SEQUENTIAL APPLICATIONS FOR SOYBEANS

†See Appendix 2 for **Tank Mix Product Information.**

Table 6. Soybean Herbicide Tank Mixes for Region A[1]

Product[2]	Rate/A	Spray Additives (% v/v)
Fusilade DX Herbicide + Flexstar®[3]	12 fl oz + 0.75-1.5 pt	0.5-1% COC or 0.25-0.5% NIS
Fusilade DX Herbicide + Flexstar[3] + Basagran® Herbicide	12 fl oz + 0.75-1.5 pt + 1-2 pt	0.5-1% COC or 0.25-0.5% NIS
Fusilade DX Herbicide + Reflex® Herbicide[4]	12 fl oz + 0.75-1.5 pt	0.5-1% COC or 0.25-0.5% NIS
Fusilade DX Herbicide + Reflex Herbicide[4] + Basagran Herbicide	12 fl oz + 0.75-1.5 pt + 1-2 pt	0.5-1% COC or 0.25-0.5% NIS
Fusilade DX Herbicide + Basagran Herbicide	12 fl oz + 1-2 pt	0.5-1% COC or 0.25-0.5% NIS
Fusilade DX Herbicide + Ultra Blazer®	12 fl oz + 0.5-1.5 pt	0.25% NIS

[1]Region A - All states except the areas of Arizona, California, Colorado, Hawaii, New Mexico, West Oklahoma, West Texas, and Utah as outlined in the "Directions for Use" section.

[2]Follow the specified rate and growth stages for the grass and broadleaf weeds on the respective product labels.

[3]Refer to Flexstar label for maximum use rate for specified geographic regions.

[4]Refer to Reflex Herbicide label for maximum use rate for specified geographic regions.

Table 7. Soybean Herbicide Tank Mixes for Region B[1]

Product[2]	Rate/A	Spray Additives (% v/v)
Fusilade DX Herbicide + Basagran Herbicide	12-24 fl oz + 1-2 pt	0.5-1% COC or 0.25-0.5% NIS
Fusilade DX Herbicide + Ultra Blazer	12-24 fl oz + 0.5-1.5 pt	0.25-0.5% NIS

[1]Region B - For the areas of Arizona, California, Colorado, Hawaii, New Mexico, West Oklahoma, West Texas, and Utah as outlined in the "Directions for Use" section.

[2]Follow the specified rate and growth stages for the grass and broadleaf weeds on the respective product labels.

Additional Soybean Tank Mix Directions

DuPont™ Classic® Herbicide Tank Mix

Fusilade DX Herbicide and DuPont Classic herbicide may be applied as a tank mix for control of volunteer corn, shattercane and broadleaf weeds in soybeans. In Region A, Fusilade DX Herbicide is to be added to the tank mix at 6-8 fl oz/A. The 8 fl oz/A rate may be necessary under conditions of low humidity and low soil moisture and may be used when volunteer corn and/or shattercane foliage is dense or has reached the maximum specified growth stage. In Region B, Fusilade DX Herbicide is to be added to the tank mix at 12 fl oz/A. DuPont Classic herbicide is to be added to the tank mix at the directed rates for broadleaf weed growth stages described on the DuPont Classic herbicide label. Always add a nonionic surfactant at 0.25% v/v or a crop oil concentrate at 1% v/v to the finished spray volume.

It is the pesticide user's responsibility to ensure that all products are registered for the intended use. Read and follow the applicable restrictions and limitations and directions for use on all product labels involved in tank mixing. Users must follow the most restrictive directions for use and precautionary statements of each product in the tank mixture.

Pursuit Herbicide Tank Mix - Region A Only

Fusilade DX Herbicide and Pursuit herbicide may be applied as a tank mix for control of volunteer corn, shattercane and broadleaf weeds in soybeans (Region A only). Fusilade DX Herbicide is to be added to the tank mix at 4-6 fl oz/A. The 6 fl oz/A rate may be necessary under conditions of low humidity and low soil moisture and may be used when volunteer corn and/or shattercane foliage is dense or has reached the maximum specified growth stage. Pursuit herbicide is to be added to the tank mix at the directed rates for broadleaf weed growth stages described on the Pursuit herbicide label. Always add an adjuvant (approved nonionic surfactant or crop oil concentrate) and liquid fertilizer to the spray mixture. Refer to the Pursuit herbicide label for additive rates.

Under certain conditions, a tank mixture of Fusilade DX Herbicide with one or more of the above-mentioned broadleaf herbicides may cause a reduction in grass activity and possible increase in crop injury as compared to the products used alone. If grass regrowth occurs following an application of the tank mix or an additional flush of grasses emerge, make a second application of Fusilade DX Herbicide to actively growing grass weeds, as per the label directions. When perennial grasses are the predominant grass to be controlled, a sequential application is advised.

It is the pesticide user's responsibility to ensure that all products are registered for the intended use. Read and follow the applicable restrictions and limitations and directions for use on all product labels involved in tank mixing. Users must follow the most restrictive directions for use and precautionary statements of each product in the tank mixture.

Roundup Ready Soybean Tank Mix

Fusilade DX Herbicide can be tank mixed with glyphosate products (including Roundup® brands) for control of volunteer corn including volunteer Roundup Ready corn in Roundup Ready soybean. Apply Fusilade DX Herbicide at 4-6 fl oz/A. Use the 4 fl oz/A rate only under the following conditions:

- Application under favorable soil moisture and humidity conditions which normally occur within a few days after rainfall or irrigation.
- Avoid extreme air temperatures.
- Application when volunteer corn is less than 12 inches tall.
- Application with 0.25% v/v crop oil concentrate (COC). This COC is in addition to the additives required by the glyphosate product.

Use the higher rate if the above conditions do not exist.

It is the pesticide user's responsibility to ensure that all products are registered for the intended use. Read and follow the applicable restrictions and limitations and directions for use on all product labels involved in tank mixing. Users must follow the most restrictive directions for use and precautionary statements of each product in the tank mixture.

Sequential Applications

Fusilade DX Herbicide can be used sequentially with other labeled soybean herbicides. For sequential applications, allow 2 to 3 days after the application of Fusilade DX Herbicide before applying a broadleaf herbicide or mixture. In situations where the broadleaf herbicide or mixture is applied first, apply Fusilade DX Herbicide when the grass weeds begin to develop new leaves (around 7 days).

Soybean Tank Mix and Sequential Use Restrictions

- It is the pesticide user's responsibility to ensure that all products are registered for the intended use. Read and follow the applicable restrictions and limitations and directions for use on all product labels involved in tank mixes or sequential applications. Users must follow the most restrictive directions for use and precautionary statements of each product in the tank mixture.
- Do not apply less than 12 fl oz/A Fusilade DX Herbicide in a tank mix with broadleaf herbicides in soybeans, except as specified on this label.

TANK MIXES AND SEQUENTIAL APPLICATIONS FOR COTTON

Roundup Ready Cotton Tank Mix

Fusilade DX Herbicide can be tank mixed with glyphosate products (including Roundup brands) for control of volunteer corn including volunteer Roundup Ready corn in Roundup Ready cotton. Apply Fusilade DX Herbicide at 4-6 fl oz/A. Use the 4 fl oz/A rate only under the following conditions:

- Application under favorable soil moisture and humidity conditions which normally occur within a few days after rainfall or irrigation.
- Avoid extreme air temperatures.
- Application when volunteer corn is less than 12 inches tall.
- Application with 0.25% v/v crop oil concentrate (COC). This COC is in addition to the additives required by the glyphosate product.

Use the higher rate if the above conditions do not exist.

It is the pesticide user's responsibility to ensure that all products are registered for the intended use. Read and follow the applicable restrictions and limitations and directions for use on all product labels involved in tank mixing. Users must follow the most restrictive directions for use and precautionary statements of each product in the tank mixture.

Sequential Applications

Fusilade DX Herbicide can be used sequentially with other labeled cotton herbicides. For sequential applications, allow 2 to 3 days after the application of Fusilade DX Herbicide before applying a broadleaf herbicide or mixture. In situations where the broadleaf herbicide or mixture is applied first, apply Fusilade DX Herbicide when the grass weeds begin to develop new leaves (generally around 7 days).

Cotton Tank Mix and Sequential Use Restrictions

- It is the pesticide user's responsibility to ensure that all products are registered for the intended use. Read and follow the applicable restrictions and limitations and directions for use on all product labels involved in tank mixes or sequential applications. Users must follow the most restrictive directions for use and precautionary statements of each product in the tank mixture.

SPECIAL INSTRUCTIONS FOR USE IN COFFEE – HAWAII ONLY

Apply Fusilade DX Herbicide as a postemergence ground application. Apply with sufficient spray volume to ensure complete coverage of the target grasses. Applications can be made as a broadcast, strip band, or spot spray application.

Apply Fusilade DX Herbicide at 16-24 fl oz/A for control of annual and perennial grasses at the listed growth stages in the following tables. Add crop oil concentrate at 1% v/v (1 gal/100 gal) or nonionic surfactant at 0.25-0.5% v/v (1-2 qt/100 gal) in the finished spray volume.

FUSILADE DX HERBICIDE ANNUAL GRASS CONTROL GROWTH STAGES FOR COFFEE

Annual Grass Species

Make applications when grasses are 2-8 inches tall, but before tillering and/or heading.

Barnyardgrass
Broadleaf signalgrass
Crabgrass, large
Crabgrass, smooth
Crabgrass, southern
Crabgrass, tropical
Fall panicum
Field sandbur
Foxtail, giant
Foxtail, green
Foxtail, yellow
Goosegrass
Guineagrass, seedling
Itchgrass
Italian ryegrass
Johnsongrass, seedling
Junglerice
Prairie cupgrass
Red Rice
Shattercane/Wildcane/Volunteer milo
Sorghum almum
Southern sandbur
Southwestern cupgrass
Texas panicum
Volunteer barley
Volunteer corn
Volunteer oats
Volunteer rye
Volunteer wheat
Wild oats
Wild proso millet
Witchgrass
Woolly cupgrass

FUSILADE DX HERBICIDE PERENNIAL GRASS CONTROL GROWTH STAGES FOR COFFEE

Perennial Grass Species	Growth Stage
Bermudagrass	4-8″ runners
Kikuyugrass	4-8″ runners
Quackgrass	6-10″
Rhizome johnsongrass	8-18″ tall and before boot stage
Wirestem muhly	4-12″ tall and before seedhead initiation

SPECIAL INSTRUCTIONS FOR USE IN BANANAS AND PLANTAINS

Apply Fusilade DX Herbicide as a directed postemergence application in the interspaces and around the base of banana and plantain plants while avoiding contact of the spray solution or mist with the trunk and foliage. Applications can be made as a broadcast, strip band, or spot spray application at rates and growth stages listed in Tables 2-5. Apply with sufficient spray volume and pressure to ensure complete coverage of target grasses.

SPECIAL INSTRUCTIONS FOR USE IN APRICOT; BLUEBERRY, LOWBUSH (As well as lingonberry; currant, native); BUSHBERRY SUBGROUP 13-07B (Aronia berry; blueberry, highbush; buffalo currant; Chilean guava; cranberry, highbush; currant, black; currant, red; elderberry; European barberry; gooseberry; honeysuckle, edible; huckleberry; jostaberry; Juneberry (Saskatoon berry); salal; sea buckthorn; and cultivars, varieties, and/or hybrids of these); CANEBERRY SUBGROUP 13-07A (Blackberry; loganberry; raspberry, black and red; wild raspberry; cultivars, varieties, and /or hybrids of these); CHERRY; CITRUS FRUITS GROUP 10 (Calamondin; citrus citron; citrus hybrids (includes chironja, tangelo, tangor); grapefruit; kumquat; lemon; lime; mandarin (tangerine); orange, sour; orange, sweet; pummelo; Satsuma mandarin); MACADAMIA NUT; NECTARINE; PEACH; PECAN; PLUM; PRUNE; SMALL FRUIT VINE CLIMBING SUBGROUP 13-07F (EXCEPT FUZZY KIWIFRUIT) (Amur River grape; gooseberry; grape; kiwifruit, hardy; maypop; schisandra berry; cultivars, varieties, and/or hybrids of these)

Apply Fusilade DX Herbicide as a directed postemergence application in the interspaces and around the base of plants while avoiding contact of spray with plants. Apply with sufficient spray volume and pressure to ensure complete coverage of target grasses. Applications can be made as a broadcast, strip band, or spot spray application at rates and growth stages listed in Tables 2-5. Refer to the Spray Additives section for spray additives.

SPECIAL USE DIRECTIONS FOR FINE FESCUE GRASSES GROWN FOR SEED IN IDAHO, OREGON AND WASHINGTON

For control of downy brome, quackgrass, bentgrass and volunteer cereals in fine fescue grasses, including Chewings, Creeping Red and Hard Fescue varieties grown for seed. **NOT FOR USE ON TALL FESCUE.** Refer to Tables 2 and 4 for a complete listing of grass weeds controlled. Refer to the Spray Additives section for spray additives.

Application Rate and Timing

Fall Application - Apply Fusilade DX Herbicide at 8 fl oz per acre to actively growing downy brome in the 2 to 4 inch stage. Apply Fusilade DX Herbicide at 12 to 16 fl oz per acre to actively growing quackgrass or bentgrass in the 6 to 10 inch stage and make a second application of 12 to 16 fl oz per acre before regrowth exceeds 10 inches.

Spring Application - Apply Fusilade DX Herbicide at 8 to 16 fl oz per acre to actively growing grasses. Downy brome in the 2 to 4 inch stage can be controlled by the lower rate but larger, established grasses (4 to 6 inches) may need the higher rate for adequate control. Apply Fusilade DX Herbicide at 12 to 16 fl oz per acre when quackgrass and bentgrass is at the 6 to 10 inch stage and make a second application of 12 to 16 fl oz per acre before regrowth exceeds 10 inches.

Restrictions:

- Refer to the **CROP SPECIFIC RESTRICTIONS** section for additional information.
- Do not apply Fusilade DX Herbicide after fescue grass seedhead develops into the boot stage.

Precautions:

- For use on fine fescues (Chewings, Creeping Red and Hard Fescue varieties) grown for seed. Other types of fescues may be injured by Fusilade DX Herbicide.

NONBEARING CROPS

Fusilade DX Herbicide can be used to control annual and perennial grass weeds in nonbearing groves, orchards, vineyards, or tree farms* or during site preparation prior to transplanting. See the following tables for specific uses.

*Not applicable in California.

Apply Fusilade DX Herbicide at 16-24 oz/A for control of annual and perennial grasses at the listed growth stages in the following tables. Add crop oil concentrate at 1% v/v (1 gal/100 gal) or nonionic surfactant at 0.25-0.5% v/v (1-2 qt/100 gal) in the finished spray volume.

FUSILADE DX HERBICIDE ANNUAL GRASS CONTROL GROWTH STAGES FOR NONBEARING CROPS

Annual Grass Species

Make applications when grasses are 2-8 inches tall, but before tillering and/or heading.

Barnyardgrass
Broadleaf signalgrass
Crabgrass, large
Crabgrass, smooth
Crabgrass, southern
Crabgrass, tropical
Downy brome*
Fall panicum
Field sandbur
Foxtail, giant
Foxtail, green
Foxtail, yellow
Goosegrass
Guineagrass, seedling
Itchgrass
Italian ryegrass
Johnsongrass, seedling
Junglerice
Prairie cupgrass
Red Rice
Shattercane/Wildcane/Volunteer milo
Sorghum almum
Southern sandbur
Southwestern cupgrass
Texas panicum
Volunteer barley
Volunteer corn
Volunteer oats
Volunteer rye
Volunteer wheat
Wild Oats
Wild proso millet
Witchgrass
Woolly cupgrass

*Not registered in California for use on this species.

FUSILADE DX HERBICIDE PERENNIAL GRASS CONTROL GROWTH STAGES FOR NONBEARING CROPS

Perennial Grass Species	Growth Stage
Bermudagrass	4-8″ runners
Guineagrass	6-12″ tall before seedhead initiation
Kikuyugrass*	4-8″ runners
Quackgrass	6-10″
Rhizome johnsongrass	8-18″ tall and before boot stage
Torpedograss**	3-6″ tall (1st application) 2-3″ tall (subsequent application)
Wirestem muhly	4-12″ tall and before seedhead initiation

*Not registered in California for use on this species.
**Use 24 fl oz per acre per application. Three applications may be needed.

FUSILADE DX HERBICIDE CAN BE USED ON THE FOLLOWING NONBEARING CROPS**

Acerola (West Indian Cherry)*
Almonds
Apples
Asparagus
Avocados
Berries
Conifers*
  Christmas tree plantings
  Nursery beds
  Seedling establishment
Dates
Figs
Filberts
Florigraze rhizoma peanuts*
  (Nursery stock only)
Ginseng*
Grapes
Grapefruit
Guava*
Jojoba
Kiwi*
Lemons
Limes
Macadamia
Mango*
Olives
Oranges
Pears
Pineapple
Pistachios
Pomegranates
Tangelos
Tangerines
Walnuts

*Not applicable in California.

**Nonbearing crops not listed need to be screened for phytotoxicity prior to widespread use.

USE RESTRICTIONS - NONBEARING CROPS

- Do not use or store in or around the home.
- Do not apply Fusilade DX Herbicide to grasses which are stressed due to moisture, temperature, low soil fertility, mechanical or chemical injury.
- Do not apply to grasses which have tillered, formed seed heads, or exceeded listed growth stages.
- Do not apply to trees, vines, or other listed crops that will be harvested for food/feed within 1 year after application.
- Do not apply to asparagus from which spears will be harvested within 1 year of treatment. Refer to the Asparagus section of the **CROP SPECIFIC RESTRICTIONS** for use in asparagus that will be harvested within 1 year.
- Do not graze or harvest Florigraze rhizoma peanuts for 1 year after treatment.
- Do not plant rotational grass crops, including corn, sorghum and cereals within 60 days after the last application of Fusilade DX Herbicide.
- Do not apply a total of more than 72 fl oz of Fusilade DX Herbicide per acre per year (1.125 lb ai/A).
- Do not apply more than 24 fl oz of Fusilade DX Herbicide per acre per application (0.375 lb ai/A).
- Do not apply more than 3 applications per year.
- Maintain a minimum of 14 days between applications.

USE PRECAUTIONS – NONBEARING CROPS

- Apply Fusilade DX Herbicide to actively growing grasses before they exceed the specified growth stages.
- Spray to obtain thorough coverage of grass foliage, but not to runoff. Repeat treatments may be necessary to provide full season control.
- Apply Fusilade DX Herbicide when the first grass species in a mixed grass weed population reaches the specified growth stage for treatment.
- When treating nonbearing trees and vines, avoid contact of spray with foliage by using directed sprays.

NONFOOD USES: FALLOW AGRICULTURAL LAND AND OTHER NONCROP AREAS OF FARMS

Fusilade DX Herbicide can be used to control annual and perennial grass weeds in agricultural fallow land of farms, and other noncrop areas including areas around farm buildings, farm equipment storage yards, and fence rows.

Apply Fusilade DX Herbicide at 16-24 fl oz/A for control of annual and perennial grasses at the listed growth stages in the following tables. Add crop oil concentrate at 1% v/v (1 gal/100 gal) or nonionic surfactant at 0.25-0.5% v/v (1-2 qt/100 gal) in the finished spray volume.

FUSILADE DX HERBICIDE ANNUAL GRASS CONTROL GROWTH STAGES FOR FALLOW AGRICULTURAL LAND AND NONCROP AREAS OF FARMS

Annual Grass Species

Make applications when grasses are 2-8 inches tall, but before tillering and/or heading.

Barnyardgrass
Broadleaf signalgrass
Crabgrass, large
Crabgrass, smooth
Crabgrass, southern
Crabgrass, tropical
Downy brome*
Fall panicum
Field sandbur
Foxtail, giant
Foxtail, green
Foxtail, yellow
Goosegrass
Guineagrass, seedling
Itchgrass
Italian ryegrass
Johnsongrass, seedling
Junglerice
Prairie cupgrass
Red Rice
Shattercane/Wildcane/Volunteer milo
Sorghum almum
Southern sandbur
Southwestern cupgrass
Texas panicum
Volunteer barley
Volunteer corn
Volunteer oats
Volunteer rye
Volunteer wheat
Wild Oats
Wild proso millet
Witchgrass
Woolly cupgrass

*Not registered in California for use on this species.

FUSILADE DX HERBICIDE PERENNIAL GRASS CONTROL GROWTH STAGES FOR FALLOW AGRICULTURAL LAND AND NONCROP AREAS OF FARMS

Perennial Grass Species	Growth Stage
Bermudagrass	4-8" runners
Guineagrass	6-12" tall before seedhead initiation
Kikuyugrass*	4-8" runners
Quackgrass	6-10"
Rhizome johnsongrass	8-18" tall and before boot stage
Torpedograss**	3-6" tall (1st application) 2-3" tall (subsequent application)
Wirestem muhly	4-12" tall and before seedhead initiation

*Not Registered in California for use on this species.
**Use 24 fl oz/A per application. Three applications may be needed.

USE RESTRICTIONS - FALLOW AGRICULTURAL LAND AND NONCROP AREAS OF FARMS (INCLUDING AREAS AROUND FARM BUILDINGS, FARM EQUIPMENT STORAGE YARDS, AND FENCE ROWS)

- Do not use or store in or around the home.
- Do not apply Fusilade DX Herbicide to grasses which are stressed due to moisture, temperature, low soil fertility, mechanical or chemical injury.
- Do not apply to grasses which have tillered, formed seed heads, or exceeded listed growth stages.
- Do not apply a total of more than 72 fl oz of Fusilade DX Herbicide per acre per year (1.125 lb ai/A).
- Do not apply more than 24 fl oz of Fusilade DX Herbicide per acre per application (0.375 lb ai/A).
- Do not apply more than 3 applications per year.
- Maintain a minimum of 14 days between applications.

USE PRECAUTIONS – FALLOW AGRICULTURAL LAND AND NONCROP AREAS OF FARMS

- Spray to obtain thorough coverage of grass foliage, but not to runoff. Repeat treatments may be necessary to provide full season control.
- Apply Fusilade DX Herbicide when the first grass species in a mixed grass weed population reaches the specified growth stage for treatment.

Fusilade DX Rate Conversion Table

fl oz product/acre	lb ai fluazifop/acre
4	0.062
6	0.094
8	0.125
10	0.156
12	0.188
16	0.250
24	0.375
30	0.469
32	0.500
48	0.750
72	1.125

APPENDIX 1 – SCIENTIFIC NAMES FOR WEEDS REFERRED TO IN THE FUSILADE DX LABEL

COMMON NAME	SCIENTIFIC NAME
Barnyardgrass	*Echinochloa crus-galli*
Bentgrass	*Agrostis* spp.
Bermudagrass	*Cynodon dactylon*
Broadleaf signalgrass	*Brachiaria platyphylla*
Crabgrass, Large	*Digitaria sanguinalis*
Crabgrass, Smooth	*Digitaria ischaemum*
Crabgrass, Southern	*Digitaria ciliaris*
Crabgrass, Tropical	*Digitaria bicornis*
Downy brome	*Bromus tectorum*
Fall Panicum	*Panicum dichotomiflorum*
Field Sandbur	*Cenchrus incertus*
Foxtail, Giant	*Setaria faberi*
Foxtail, Green	*Setaria viridis*
Foxtail, Yellow	*Setaria pumila*
Goosegrass	*Eleusine indica*
Guineagrass, seedling	*Panicum maximum*
Italian Ryegrass	*Lolium multiflorum*
Itchgrass	*Rottboellia exaltata*
Johnsongrass, Rhizome	*Sorghum halepense*
Johnsongrass, Seedling	*Sorghum halepense*
Junglerice	*Echinochloa colonum*
Kikuyugrass	*Rennisetum clandestinum*
Prairie cupgrass	*Eriochloa contracta*
Quackgrass	*Elymus repens*
Rabbitfootgrass	*Polypogon monspeliensis*
Red Rice	*Oryza sativa*
Shattercane	*Sorghum bicolor*
Sorghum almum	*Sorghum almum*
Southern Sandbur	*Cenchrus echinatus*
Southwestern cupgrass	*Eriochloa gracilis*
Texas Panicum	*Panicum texanum*
Volunteer Cereals	
V. Barley	*Hordeum vulgare*
V. Corn	*Zea mays*
V. Milo	*Sorghum bicolor*
V. Oats	*Avena sativa*
V. Rye	*Secale cereale*
V. Wheat	*Triticum aestivum*
Wild Proso Millet	*Panicum miliaceum*
Wild Oats	*Avena fatua*
Wirestem Muhly	*Muhlenbergia frondosa*
Witchgrass	*Panicum capillare*
Woolly cupgrass	*Eriochloa villosa*

APPENDIX 2 – TANK MIX PRODUCT INFORMATION

PRODUCT NAME	EPA REG. NO	ACTIVE INGREDIENT(S)
Basagran Herbicide	66330-413	Benzaton
DuPont Classic Herbicide	352-436	Chlorimuron ethyl
Flexstar	100-1101	Fomesafen
Gramoxone SL 2.0	100-1431	Paraquat
Pursuit	241-310	Imazethapyr
Reflex	100-993	Fomesafen
Ultra Blazer	70506-60	Acifluorfen

STORAGE AND DISPOSAL

Do not contaminate water, food or feed by storage or disposal.

Pesticide Storage

Store in original container only. Keep container closed when not in use. Do not store near food or feed. In case of spill or leak on floor or paved surfaces, soak up with sand, earth or synthetic absorbent. Remove to chemical waste area.

Pesticide Disposal

Open dumping is prohibited. Pesticide wastes are toxic. Improper disposal of excess pesticide, spray mixture or rinsate is a violation of Federal Law. If these wastes cannot be disposed of by use according to label instructions, contact your State Pesticide or Environmental Control Agency or the Hazardous Waste Representative at the nearest EPA Regional Office for guidance.

Container Handling [less than or equal to 5 gallons]

Non-refillable container. Do not reuse or refill this container. Triple rinse container (or equivalent) promptly after emptying. Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank and drain for 10 seconds after the flow begins to drip. Fill the container 1/4 full with water and recap. Shake for 10 seconds. Pour rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times. Then offer for recycling if available or puncture and dispose of in a sanitary landfill, or by incineration, or by other procedures approved by state and local authorities.

Container Handling [greater than 5 gallons]

Non-refillable container. Do not reuse or refill this container. Triple rinse container (or equivalent) promptly after emptying. Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank. Fill the container 1/4 full with water. Replace and tighten closures. Tip container on its side and roll it back and forth, ensuring at least one complete revolution, for 30 seconds. Stand the container on its end and tip it back and forth several times. Turn the container over onto its other end and tip it back and forth several times. Empty the rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Repeat this procedure two more times. Then offer for recycling if available or puncture and dispose of in a sanitary landfill, or by incineration, or by other procedures approved by state and local authorities.

Container Handling [greater than 5 gallons]

Refillable container. Refill this container with pesticide only. Do not reuse this container for any other purpose. Cleaning the container before final disposal is the responsibility of the person disposing of the container. Cleaning before refilling is the responsibility of the person refilling. To clean container before final disposal, empty the remaining contents from this container into application equipment or mix tank. Fill the container about 10 percent full with water. Agitate vigorously or recirculate water with the pump for 2 minutes. Pour or pump rinsate into application equipment or rinsate collection system. Repeat this rinsing procedure two more times. Then offer for recycling if available or puncture and dispose of in a sanitary landfill, or by incineration, or by other procedures approved by state and local authorities.

CONTAINER IS NOT SAFE FOR FOOD, FEED OR DRINKING WATER.

Flexstar®, Fusilade® DX Herbicide, Gramoxone® SL 2.0, Reflex®, the ALLIANCE FRAME the SYNGENTA Logo, and the PURPOSE ICON are Trademarks of a Syngenta Group Company.

Basagran® Herbicide is a trademark of Arysta LifeScience North America, LLC.

DuPont™ Classic® and Viton® trademarks of E. I. duPont de Nemours & Company.

IMI-Corn® is a trademark of Garst Seed Company.

LibertyLink® is a trademark of Bayer CropScience.

Pursuit® is a trademark of BASF Corporation.

Roundup® and Roundup Ready® are trademarks of Monsanto Company.

Ultra Blazer® is a trademark of United Phosphorus Inc.

For non-emergency (e.g., current product information), call
Syngenta Crop Protection at 1-800-334-9481

©2019 Syngenta

Manufactured for:
Syngenta Crop Protection, LLC
P.O. Box 18300
Greensboro, North Carolina 27419-8300

SCP 1070A-L1K 0819
4111454

Sale, use, and distribution of this product in Nassau and Suffolk Counties in the State of New York is prohibited.

FLUAZIFOP-P-BUTYL	GROUP 1	HERBICIDE

Fusilade® DX Herbicide

Postemergence Herbicide for Control of Perennial and Annual Grass Weeds in Agricultural Areas

Active Ingredient:	
Fluazifop-P-butyl Butyl (*R*)-2-[4-[[5-(trifluoromethyl)-2-pyridinyl]oxy]phenoxy]propanoate*	24.5%
Other Ingredients:	75.5%
Total:	100.0%

Fusilade® DX Herbicide formulation is an emulsifiable concentrate (EC).

*Fusilade DX Herbicide contains 2 pounds (+) isomer (fluazifop-P-butyl) per gallon.

Contains petroleum distillates.

See additional Precautionary Statements and Directions for Use inside booklet.

AGRICULTURAL USE REQUIREMENTS

Use this product only in accordance with its labeling and with the Worker Protection Standard, 40 CFR Part 170. Refer to supplemental labeling under "Agricultural Use Requirements" in the Directions for Use section for information about this standard.

EPA Reg. No. 100-1070

EPA Est. 11773-IA-01

Fusilade® DX and the Syngenta logo are trademarks of a Syngenta Group Company.

©2019 Syngenta

Manufactured for:
Syngenta Crop Protection, LLC
P.O. Box 18300
Greensboro, North Carolina 27419-8300

SCP 1070A-L1K 0819 4111454

1 gallon
Net Contents

KEEP OUT OF REACH OF CHILDREN.

CAUTION

PRECAUTIONARY STATEMENTS

Hazards to Humans and Domestic Animals

CAUTION

Harmful if absorbed through skin. Harmful if inhaled. Causes moderate eye irritation. Avoid contact with skin, eyes or clothing. Avoid breathing (spray mist or vapor). Prolonged or frequently repeated skin contact may cause allergic reactions in some individuals.

FIRST AID

If on skin or clothing: Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call a poison control center or doctor for treatment advice.

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 a poison control center or doctor for further treatment advice.

If in eyes: 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 poison control center or doctor for treatment advice.

If swallowed: Immediately call a poison control center or doctor. Do not induce vomiting unless told to do so by a poison control center or doctor. Do not give any liquid to the person. Do not give anything by mouth to an unconscious person.

NOTE TO PHYSICIAN: Contains petroleum distillates - vomiting may cause aspiration pneumonia.

Have the product container or label with you when calling a poison control center or doctor, or going for treatment. You may also contact 1-800-888-8372 for emergency medical treatment information.

HOTLINE NUMBER: For 24-Hour Medical Emergency Assistance (Human or Animal) or Chemical Emergency Assistance (Spill, Leak, Fire, or Accident), Call **1-800-888-8372.**

syngenta®

(01) 0 07 02941 71480 9

KEEP OUT OF REACH OF CHILDREN.

CAUTION

Personal Protective Equipment (PPE):
Applicators and handlers (other than mixers and loaders) must wear:

- Long-sleeved shirt and long pants
- Chemical-resistant gloves made of barrier laminate, nitrile rubber ≥ 14 mils, neoprene rubber ≥ 14 mils, or Viton® ≥ 14 mils
- Shoes plus socks

Mixers and Loaders must wear:

- Long-sleeved shirt and long pants
- Chemical-resistant gloves made of barrier laminate, nitrile rubber ≥ 14 mils, neoprene rubber ≥ 14 mils, or Viton ≥ 14 mils
- Shoes plus socks
- Protective eyewear
- Chemical-resistant apron when mixing or loading

In addition, mixers/loaders supporting aerial applications to crops over 720 acres per day and applicators using a mechanically-pressurized handgun to make a spot treatment on blueberry, lowbush; lingonberry; currant, native; Bushberry Subgroup 13-07B; and Caneberry Subgroup 13-07A must wear a minimum of a NIOSH approved filtering face piece respirator with any N filter (TC-84A). You can also use other NIOSH approved particulate respirators that offer more protection.

Follow manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables exist, use detergent and hot water. Keep and wash PPE separately from other laundry.

Engineering Controls: When handlers use closed systems, enclosed cabs, or aircraft in a manner that meets the requirements listed in the Worker Protection Standard (WPS) for agricultural pesticides [40 CFR 170.240(d)(4-6)], the handler PPE requirements may be reduced or modified as specified in the WPS.

User Safety Recommendations

Users should:

- Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco or using the toilet.
- Remove clothing/PPE immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing.
- Remove PPE immediately after handling this product. Wash the outside of gloves before removing. As soon as possible, wash thoroughly and change into clean clothing.

Environmental Hazards: This product is toxic to fish and aquatic invertebrates. Do not apply to areas where runoff into water bodies is expected. This product is toxic to grasses and other monocot plants. Minimize exposure to non-target plants and do not apply when weather conditions favor drift from target areas. 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 water when disposing of equipment washwaters or rinsate.

Physical or Chemical Hazards: Do not use or store near heat or open flame.

Groundwater Advisory: Fluazifop-p-butyl is known to leach through soil into groundwater under certain conditions as a result of label use. This chemical may leach into groundwater if used in areas where soils are permeable, particularly where the water table is shallow.

Surface Water Advisory: This product may impact surface water quality due to runoff of rain water. This is especially true for poorly draining soils and soils with shallow groundwater.
This product is classified as having high potential for reaching surface water via runoff for several months or more after application. A level, well-maintained vegetative buffer strip between areas to which this product is applied and surface water features, including ponds, streams, and springs will reduce the potential loading of fluazifop-p-butyl from runoff water and sediment. Runoff of this product will be reduced by avoiding applications when rainfall is forecasted to occur within 48 hours.

Container Handling: Non-refillable container. Do not reuse or refill this container. Triple rinse container (or equivalent) promptly after emptying. Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank and drain for 10 seconds after the flow begins to drip. Fill the container 1/4 full with water and recap. Shake for 10 seconds. Pour rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times. Then offer for recycling if available or puncture and dispose of in a sanitary landfill, or by incineration, or by other procedures approved by state and local authorities.

SCP 1070A-L5F 0819
4111455

Safety Data Sheet

FUSILADE® DX HERBICIDE

Date: 12/6/2018
Replaces: 6/24/2016

1. PRODUCT IDENTIFICATION

Product identifier on label: **FUSILADE® DX 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).
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
Naphthalene	Naphthalene	91-20-3	<1%
Petroleum distillates, light paraffinic	Petroleum distillates, light paraffinic	64741-89-5	<40.0%
Petroleum Solvent	Petroleum Solvent	Trade Secret	<5%
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.

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
Naphthalene	10 ppm TWA	10 ppm TWA (skin)	10 ppm TWA	NIOSH
Petroleum distillates, light paraffinic	Not Established	Not Established	Not Established	Not Applicable
Petroleum Solvent	100 ppm TWA	25 ppm TLV	Not Established	Not Applicable
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

10. STABILITY AND REACTIVITY

Reactivity: Not reactive.

Chemical stability: Stable under normal use and storage conditions.

Possibility of hazardous reactions: Will not occur.

Conditions to Avoid: None known.

Incompatible materials: None known.

Hazardous Decomposition Products: None known.

11. TOXICOLOGICAL INFORMATION

Health effects information

Likely routes of exposure: Dermal, Inhalation

Symptoms of exposure: Rash, redness or itching

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

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

Ingestion:	Oral (LD50 Rat) :	> 5000 mg/kg body weight
Dermal:	Dermal (LD50 Rabbit) :	> 2000 mg/kg body weight
Inhalation:	Inhalation (LC50 Animal Not Available) :	0.54 mg/l air - 4 hours
Eye Contact:	Non-Irritating	
Skin Contact:	Non-Irritating	
Skin Sensitization:	May cause sensitisation by skin contact. (Guinea Pig)	

Reproductive/Developmental Effects

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

Chronic/Subchronic Toxicity Studies

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

Carcinogenicity

Fluazifop-P-Butyl : Did not show mutagenic effects in animal experiments. Did not show carcinogenic effects in animal experiments.

Chemical Name	NTP/IARC/OSHA Carcinogen
Naphthalene	See "Toxicity", Sec. 11
Petroleum distillates, light paraffinic	No
Petroleum Solvent	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

Naphthalene

Exposure to naphthalene can cause cataracts, liver damage, kidney failure, respiratory failure, hematuria, anemia, damage to red blood cells, leukocytosis, or coma.
Carcinogen Status:
NTP: Anticipated Carcinogen
IARC: Group 2B Possible Human Carcinogen

Petroleum Solvent

Eye, skin and respiratory tract irritation, dizziness, nausea, loss of consciousness.

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

Naphthalene:	Eye, liver, kidney, respiratory tract, blood, CNS
Petroleum Solvent:	Eye, skin, respiratory tract, CNS
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

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. Harmful if inhaled. Causes moderate eye irritation. Avoid contact with skin, eyes or clothing. Avoid breathing (spray mist or vapor). Prolonged or frequently repeated skin contact may cause allergic reactions in some individuals.

EPA Registration Number(s):

100-1070

EPCRA SARA Title III Classification:

Section 311/312 Hazard Classes:	Acute Health Hazard
	Chronic Health Hazard
Section 313 Toxic Chemicals:	Naphthalene <1% (CAS No. 91-20-3)

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:

Exempt from TSCA, subject to FIFRA

16. OTHER INFORMATION

NFPA Hazard Ratings		HMIS Hazard Ratings	
Health:	2	Health:	2
Flammability:	1	Flammability:	1
Instability:	0	Reactivity:	0

0	Minimal
1	Slight
2	Moderate
3	Serious
4	Extreme
*	Chronic

Syngenta Hazard Category: D,S

For non-emergency questions about this product call:

1-800-334-9481

Original Issued Date: 10/19/1998
Revision Date: 12/6/2018 Replaces: 6/24/2016
Section(s) Revised: 3,11

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.

16-6-8
Turf Supreme®

- **Contains 16% Sulfur and 2% Iron to help support a sustained deep green turf response.**
- **Performs consistently on most varieties of turfgrass and under all but the most severe environmental conditions.**

FERTILIZER BLEND WITH SULFUR AND IRON FOR QUICK GREEN UP.

SGN 250

GUARANTEED ANALYSIS

TOTAL NITROGEN (N)..... 16.00%
16.00% Ammoniacal Nitrogen
AVAILABLE PHOSPHATE (P_2O_5)..... 6.00%
SOLUBLE POTASH (K_2O)..... 8.00%
Sulfur (S)..... 16.00%
16.00% Combined Sulfur
Iron (Fe)..... 2.00%
0.04% Water Soluble Iron

Derived from ammonium sulfate, monoammonium phosphate, muriate of potash and iron sucrate.

KEEP OUT OF REACH OF CHILDREN

WARNING
HARMFUL IF SWALLOWED. CAUSES SERIOUS EYE IRRITATION. SUSPECTED OF CAUSING CANCER.

PRECAUTIONARY STATEMENTS: Do not eat, drink, or smoke when using this product. Wash hands, forearms and face thoroughly after handling. **PERSONAL PROTECTIVE EQUIPMENT** Wear protective gloves / protective clothing / eye protection / face protection. **FIRST AID:** IF SWALLOWED Call a poison control center or doctor if you feel unwell. Rinse mouth. IF IN EYES Rinse cautiously with water for several minutes. Remove contact lenses if present and easy to do. Continue rinsing. If eye irritation persists, get medical advice / attention. IF EXPOSED OR CONCERNED Get medical advice / attention. **STORAGE AND DISPOSAL:** STORAGE Store locked up. DISPOSAL Dispose of contents / container to hazardous or special waste collection point, in accordance with local, regional, national and / or international regulation.

IN CASE OF AN EMERGENCY CALL CHEMTREC 1-800-424-9300

WARNING: This product can expose you to chemicals including cadmium which are known to the State of California to cause cancer, birth defects or other reproductive harm. For more information, go to www.P65Warnings.ca.gov

Information regarding the contents and levels of metals in this product is available on the Internet at: http://www.regulatory-info-jr.com

DIRECTIONS FOR USE

FOR PROFESSIONAL USE ONLY.

APPLICATION RATES

Desired lb actual N per 1,000 sq ft	lb BEST® 16-6-8 Turf Supreme® per 1,000 sq ft	lb BEST® 16-6-8 Turf Supreme® per acre
0.50	3.13	135
0.75	4.70	205
1.00*	6.25*	274*

TURFGRASS **Recommended Rate. Apply every 4 to 5 weeks.*

PRODUCT COVERAGE *Based on the Recommended Turfgrass Rate.*

- A single 50 lb bag covers 8,000 sq ft at 1.0 lb actual N
- 5.4 50 lb bags cover one acre

PREPLANT: Broadcast 7.5 lb per 1,000 sq. ft. (325 lb per acre).
GROUNDCOVER: Broadcast 3 lb per 1,000 sq ft (131 lb per acre).
SHRUBS & EVERGREENS: Sprinkle 0.25 cup evenly around dripline of plant and work into top 1 in. of soil.
TREES: Apply 0.5 lb per 1 in. of trunk diameter. Distribute evenly under branches out to dripline.

NOTE: *Liquid measuring cups are very close in estimating the weight of dry fertilizers.* ***E.g.*** *An 8 oz (1 cup) measuring cup holds approximately 8 oz (0.5 lb) of dry fertilizer.*

APPLICATION PRECAUTIONS

Apply to dry turf or foliage and irrigate thoroughly immediately after application. Sweep walkways prior to irrigation. Walkways should be dry at time of application. Keep away from pools, ponds, etc. Do not contaminate potable water. In golf applications some "tracking" may occur in moist conditions. **In Florida**, application rates are not to exceed rates recommended in the documents entitled "University of Florida, Institute of Food and Agricultural Sciences SL191 "Recommendations for N, P, K and Mg for Golf Course and Athletic Field Fertilization Based on Mehlich III Extractant" and "Best Management Practices for the Enhancement of Environmental Quality on Florida Golf Courses", published by the Florida Department of Environmental Protection.

IMPORTANT: READ BEFORE USE Read the entire Directions for Use, Conditions of Warranties and Limitations of Liability before using this product. If terms are not acceptable, return the unopened product container at once. By using this product, user or buyer accepts the following Conditions, Disclaimer of Warranties, and Limitations of Liability. **CONDITIONS, DISCLAIMER OF WARRANTIES, and LIMITATIONS OF LIABILITY. CONDITIONS:** The Directions For Use of this product are believed to be adequate and must be followed carefully. However, it is impossible to eliminate all risk associated with the use of this product. Crop injury, ineffectiveness or other unintended consequences may result because of such factors as weather conditions, presence of other materials, or the manner of use or application, all of which are beyond the control of J.R. Simplot Company and its affiliates (collectively, "Simplot"). To the extent consistent with applicable law, all such risks shall be assumed by the user or buyer. **DISCLAIMER OF WARRANTIES:** To the extent consistent with applicable law, Simplot makes no other warranties, express or implied, of merchantability or of fitness for a particular purpose or otherwise, that extend beyond the statements made on this label. No agent of Simplot is authorized to make any warranties beyond those contained herein or to modify the warranties contained herein. To the extent consistent with applicable law, Simplot disclaims any liability whatsoever for special, incidental or consequential damages resulting from the use or handling of this product. **LIMITATIONS OF LIABILITY:** To the extent consistent with applicable law, the exclusive remedy of the user or buyer for any and all losses, injuries or damages resulting from the use or handling of this product, whether in contract, warranty, tort, negligence, strict liability or otherwise, shall not exceed the purchase price paid or, at Simplot's election, the replacement of product.

© 2024 J.R. Simplot Company. All rights reserved. SIMPLOT®, BEST® and Turf Supreme® are trademarks of the J.R. Simplot Company registered in the United States and other countries.

F1469

Net Weight: 50 lb (22.68 kg)

Guaranteed by:
J.R. SIMPLOT COMPANY
P.O. Box 70013, Boise, ID 83707
(208) 336-2110

24199D
GHS24190

ITEM # 9601050

Product Labels, SDS and other information on BEST® products are available at www.BestFertilizer.com

BEST Turf Supreme 16-6-8

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations
Issue date: 7/8/2024 Revision date: 4/28/2025 Supersedes: 7/8/2024 Version: 2.0

SECTION 1 Identification

1.1. Product identifier

Product form : Mixture
Product name : BEST Turf Supreme 16-6-8
Product code : M96010

1.2. Other means of identification

No additional information available

1.3. Recommended use of the chemical and restrictions on use

No additional information available

1.4. Supplier's details

JR Simplot Company
P.O. Box 70013
Boise, ID, 83707
T 1-208-336-2110

1.5. Emergency phone number

Emergency number : CHEMTREC 1-800-424-9300

SECTION 2 Hazard Identification

2.1. Classification of the substance or mixture

GHS US classification

Serious eye damage/eye irritation, Category 2B	H320	Causes eye irritation.
Carcinogenicity, Category 2	H351	Suspected of causing cancer.

Full text of H statements : see section 16

2.2. Label elements

GHS US labeling

Hazard pictograms (GHS US) :



Signal word (GHS US) : Warning
Hazard statements (GHS US) : H320 - Causes eye irritation
H351 - Suspected of causing cancer.
Precautionary statements (GHS US) : P201 - Obtain special instructions before use.
P202 - Do not handle until all safety precautions have been read and understood.
P264 - Wash hands, forearms and face thoroughly after handling.
P280 - Wear protective gloves, protective clothing, eye protection, face protection, and hearing protection.
P305+P351+P338 - IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
P308+P313 - If exposed or concerned: Get medical advice/attention.
P337+P313 - If eye irritation persists: Get medical advice or attention.
P405 - Store locked up.

P501 - Dispose of contents and/or container to hazardous or special waste collection point, in accordance with local, regional, national and/or international regulations.

2.3. Hazards associated with known or reasonably anticipated uses

No additional information available

2.4. Hazards not otherwise classified

No additional information available

2.5. Unknown acute toxicity

No additional information available

SECTION 3 Composition/information on ingredients

3.1. Substances

Not applicable

3.2. Mixtures

Name	Product identifier	%	GHS US classification
Monoammonium Phosphate	CAS-No.: 7722-76-1	5-15	Eye Irrit. 2B, H320 STOT SE 3, H335
Iron Sucrate	CAS-No.: 8047-67-4	.1-5	Acute Tox. 3 (Oral), H301 Carc. 2, H351

Full text of hazard classes and H-statements : see section 16

SECTION 4 First aid measures

4.1. Description of necessary first-aid measures

First-aid measures general : IF exposed or concerned: Get medical advice/attention.

First-aid measures after inhalation : Remove person to fresh air and keep comfortable for breathing.

First-aid measures after skin contact : Wash skin with plenty of water.

First-aid measures after eye contact : Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation persists: Get medical advice/attention.

First-aid measures after ingestion : Call a poison center/doctor/physician if you feel unwell.

4.2. Most important symptoms/effects, acute and delayed

Symptoms/effects after inhalation : None under normal conditions. Dust of the product, if present, may cause respiratory irritation after an excessive inhalation exposure.

Symptoms/effects after skin contact : None under normal conditions. Dust may cause irritation in skin folds or by contact in combination with tight clothing.

Symptoms/effects after eye contact : Mild eye irritation.

Symptoms/effects after ingestion : None under normal conditions.

4.3. Indication of immediate medical attention and special treatment needed, if necessary

Other medical advice or treatment : Treat symptomatically.

SECTION 5: Fire-fighting measures

5.1. Suitable (and unsuitable) extinguishing media

Suitable extinguishing media	:	Water spray. Dry powder. Foam.
Unsuitable extinguishing media	:	Do not use a heavy water stream.

5.2. Specific hazards arising from the chemical

Fire hazard	:	No fire hazard.
Explosion hazard	:	No direct explosion hazard.
Hazardous decomposition products in case of fire	:	Toxic fumes may be released.

5.3. Special protective equipment and precautions for fire-fighters

Firefighting instructions	:	Fight fire from safe distance and protected location. Do not enter fire area without proper protective equipment, including respiratory protection.
Protection during firefighting	:	Do not attempt to take action without suitable protective equipment. Self-contained breathing apparatus. Complete protective clothing.

SECTION 6 Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

General measures	:	Notify authorities if product enters sewers or public waters. Absorb spillage to prevent material-damage.

For non-emergency personnel

Protective equipment	:	Wear recommended personal protective equipment.
Emergency procedures	:	Ventilate spillage area. Avoid contact with skin and eyes.

For emergency responders

Protective equipment	:	Do not attempt to take action without suitable protective equipment. For further information refer to section 8: "Exposure controls/personal protection".
Emergency procedures	:	Evacuate unnecessary personnel.
Environmental precautions	:	Avoid release to the environment.

6.2. Methods and materials for containment and cleaning up

For containment	:	Using a clean shovel, put the material in a dry container and cover without compressing it.
Methods for cleaning up	:	Mechanically recover the product. Notify authorities if product enters sewers or public waters.
Other information	:	Dispose of materials or solid residues at an authorized site.

For further information refer to section 13

SECTION 7 Handling and storage

7.1. Precautions for safe handling

Precautions for safe handling	:	Ensure good ventilation of the work station. Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Wear personal protective equipment. Avoid contact with skin and eyes.
Hygiene measures	:	Do not eat, drink or smoke when using this product. Always wash hands after handling the product.
Additional hazards when processed	:	Not expected to present a significant hazard under anticipated conditions of normal use.

7.2. Conditions for safe storage, including incompatibilities

Technical measures	:	Keep in a cool, well-ventilated place away from heat.
Storage conditions	:	Store locked up.
Packaging materials	:	Store always product in container of same material as original container.

SECTION 8 Exposure controls/personal protection

8.1. Control parameters

No additional information available

8.2. Appropriate engineering controls

Appropriate engineering controls	:	Ensure good ventilation of the work station.
Environmental exposure controls	:	Avoid release to the environment.

8.3. Individual protection measures, such as personal protective equipment

Personal protective equipment:

Wear recommended personal protective equipment.

Hand protection:
Protective gloves
Eye protection:
Safety glasses
Skin and body protection:
Wear suitable protective clothing
Respiratory protection:
In case of insufficient ventilation, wear suitable respiratory equipment

Personal protective equipment symbol(s):



SECTION 9 Physical and chemical properties

9.1. Basic physical and chemical properties

Physical state	:	Solid
Color	:	Mixture contains one or more component(s) which have the following color(s): Colorless Colourless-white Unpurified: grey-brown Colourless to white Commercial substance: grey-green White Pure substance: colourless to white Unpurified: grey-blue or red Black
Odor	:	There may be no odor warning properties, odor is subjective and inadequate to warn of overexposure. Mixture contains one or more component(s) which have the following odor: Odourless
Odor threshold	:	No data available
pH	:	No data available
Melting point	:	No data available
Freezing point	:	Not applicable
Boiling point	:	No data available

Flash point	:	Not applicable
Flammability (solid, gas)	:	Non flammable.
Vapor pressure	:	No data available
Relative vapor density at 20°C	:	No data available
Relative density	:	No data available
Solubility	:	No data available
Partition coefficient n-octanol/water (Log Pow)	:	No data available
Auto-ignition temperature	:	Not applicable
Decomposition temperature	:	No data available
Viscosity, kinematic	:	Not applicable
Explosion limits	:	Not applicable
Particle characteristics	:	No data available

Monoammonium Phosphate	
Particle characteristics	No data available

Iron Sucrate	
Particle characteristics	No data available

9.2. Data relevant with regard to physical hazard classes (supplemental)

No additional information available

SECTION 10 Stability and reactivity

10.1. Reactivity

The product is non-reactive under normal conditions of use, storage and transport.

10.2. Chemical stability

Stable under normal conditions.

10.3. Possibility of hazardous reactions

No dangerous reactions known under normal conditions of use.

10.4. Conditions to avoid

None under recommended storage and handling conditions (see section 7).

10.5. Incompatible materials

No additional information available

10.6. Hazardous decomposition products

Under normal conditions of storage and use, hazardous decomposition products should not be produced.

SECTION 11 Toxicological information

11.1. Information on toxicological effects

Acute toxicity (oral)	:	Not classified
Acute toxicity (dermal)	:	Not classified
Acute toxicity (inhalation)	:	Not classified

Monoammonium Phosphate (7722-76-1)	
LD50 oral rat	> 2000 mg/kg body weight (OECD 425: Acute Oral Toxicity: Up-and-Down Procedure, Rat, Male / female, Experimental value, Oral, 14 day(s))
LD50 dermal rabbit	> 5000 mg/kg Source: International Uniform ChemicaL Information Database
LC50 Inhalation - Rat	> 5 mg/l (OECD 403: Acute Inhalation Toxicity, 4 h, Rat, Male / female, Read-across, Inhalation (dust), 14 day(s))

Iron Sucrate (8047-67-4)	
ATE US (oral)	100 mg/kg body weight

Skin corrosion/irritation : Not classified

Monoammonium Phosphate (7722-76-1)	
pH	3.6 – 4 (1 %)

Serious eye damage/irritation : Causes eye irritation.

Monoammonium Phosphate (7722-76-1)	
pH	3.6 – 4 (1 %)

Respiratory or skin sensitization : Not classified

Germ cell mutagenicity : Not classified

Carcinogenicity : Suspected of causing cancer.

Iron Sucrate (8047-67-4)	
IARC group	3 - Not classifiable

Reproductive toxicity : Not classified

STOT-single exposure : Not classified

Monoammonium Phosphate (7722-76-1)	
STOT-single exposure	May cause respiratory irritation.

STOT-repeated exposure : Not classified

Aspiration hazard : Not classified

BEST Turf Supreme 16-6-8	
Viscosity, kinematic	Not applicable

Monoammonium Phosphate (7722-76-1)	
Viscosity, kinematic	No data available

Iron Sucrate (8047-67-4)	
Viscosity, kinematic	No data available

Symptoms/effects after inhalation : None under normal conditions. Dust of the product, if present, may cause respiratory irritation after an excessive inhalation exposure.

Symptoms/effects after skin contact : None under normal conditions. Dust may cause irritation in skin folds or by contact in combination with tight clothing.

Symptoms/effects after eye contact : Mild eye irritation.

Symptoms/effects after ingestion : None under normal conditions.

SECTION 12 Ecological information

12.1. Ecotoxicity

Ecology - general : The product is not considered harmful to aquatic organisms or to cause long-term adverse effects in the environment.

Hazardous to the aquatic environment, short–term (acute) : Not classified

Hazardous to the aquatic environment, long–term (chronic) : Not classified

Monoammonium Phosphate (7722-76-1)	
LC50 - Fish [1]	> 100 mg/l (OECD 203: Fish, Acute Toxicity Test, 96 h, Oncorhynchus mykiss, Static system, Fresh water, Experimental value, Nominal concentration)
EC50 - Crustacea [1]	> 100 mg/l Test organisms (species): Daphnia magna
EC50 72h - Algae [1]	> 100 mg/l Test organisms (species): Raphidocelis subcapitata (previous names: Pseudokirchneriella subcapitata, Selenastrum capricornutum)
ErC50 algae	> 97.1 mg/l (OECD 201: Alga, Growth Inhibition Test, 72 h, Pseudokirchneriella subcapitata, Static system, Fresh water, Experimental value, GLP)

12.2. Persistence and degradability

BEST Turf Supreme 16-6-8	
Persistence and degradability	Rapidly degradable

Monoammonium Phosphate (7722-76-1)	
Persistence and degradability	Biodegradability in water: no data available, Not established.
Chemical oxygen demand (COD)	Not applicable (inorganic)
ThOD	Not applicable (inorganic)

Iron Sucrate (8047-67-4)	
Persistence and degradability	Not established.

12.3. Bioaccumulative potential

Monoammonium Phosphate (7722-76-1)	
Bioaccumulative potential	Not bioaccumulative. Not established.

Iron Sucrate (8047-67-4)	
Bioaccumulative potential	Not established.

12.4. Mobility in soil

Monoammonium Phosphate (7722-76-1)	
Ecology - soil	No (test)data on mobility of the substance available.

12.5. Other adverse effects

Ozone : Not classified

Fluorinated greenhouse gases : No

SECTION 13 Disposal considerations

Regional waste regulation	:	Disposal must be done according to official regulations.
Waste treatment methods	:	Dispose of contents/container in accordance with licensed collector's sorting instructions.
Sewage disposal recommendations	:	Disposal must be done according to official regulations.
Product/Packaging disposal recommendations	:	Comply with applicable regulations for solid waste disposal. Disposal must be done according to official regulations.
Additional information	:	Do not re-use empty containers.

SECTION 14 Transport information

14.1. UN number

UN-No. (DOT)	:	Not applicable
UN-No. (TDG)	:	Not applicable
UN-No. (IMDG)	:	Not applicable
UN-No. (IATA)	:	Not applicable

14.2. UN Proper Shipping Name

Proper Shipping Name (DOT)	:	Not applicable
Proper Shipping Name (TDG)	:	Not applicable
Proper Shipping Name (IMDG)	:	Not applicable
Proper Shipping Name (IATA)	:	Not applicable

14.3. Transport hazard class(es)

DOT

Transport hazard class(es) (DOT) : Not applicable

TDG

Transport hazard class(es) (TDG) : Not applicable

IMDG

Transport hazard class(es) (IMDG) : Not applicable

IATA

Transport hazard class(es) (IATA) : Not applicable

14.4. Packing group

Packing group (DOT)	:	Not applicable
Packing group (TDG)	:	Not applicable
Packing group (IMDG)	:	Not applicable
Packing group (IATA)	:	Not applicable

14.5. Environmental hazards

Other information : No supplementary information available.

14.6. Transport in bulk

Not applicable

14.7. Special precautions for user

DOT

Not applicable

TDG

Not applicable

IMDG

Not applicable

IATA

Not applicable

SECTION 15 Regulatory information

15.1. Federal regulations

All components of this product are present and listed as Active on the United States Environmental Protection Agency Toxic Substances Control Act (TSCA) inventory, except for:		
Iron Sucrate	CAS-No. 8047-67-4	.1-5%

15.2. International regulations

CANADA

Monoammonium Phosphate (7722-76-1)

Listed on the Canadian DSL (Domestic Substances List)

Iron Sucrate (8047-67-4)

Not listed on the Canadian DSL (Domestic Substances List)/NDSL (Non-Domestic Substances List)

EU-Regulations

No additional information available

National regulations

Monoammonium Phosphate (7722-76-1)

Listed on INSQ (Mexican National Inventory of Chemical Substances)

15.3. State regulations

California Proposition 65 - This product does not contain any substances known to the state of California to cause cancer, developmental and/or reproductive harm

SECTION 16 Other information

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

Revision date : 4/28/2025

Issue date : 7/8/2024

Full text of hazard classes and H-statements	
H301	Toxic if swallowed
H320	Causes eye irritation
H335	May cause respiratory irritation
H351	Suspected of causing cancer.

Safety Data Sheet (SDS), USA

BEST Turf Supreme 16-6-8

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

Disclaimer: This information relates to the specific material designated and may not be valid for such material used in combination with any other materials or in any process. Such information is to the best of our knowledge and belief, accurate and reliable as of the date compiled. However, no representation, warranty or guarantee is made as to its accuracy, reliability or completeness. NO WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE CONCERNING THE INFORMATION HEREIN PROVIDED. It is the user's responsibility to satisfy himself as to the suitability and completeness of such information for his own particular use. We do not accept liability for any loss or damage that may occur from the use of this information nor do we offer warranty against patent infringement.

15-15-15 Triple Pro™

- **Contains equal amounts of nitrogen, phosphate and potash**
- **A high quality fertilizer for most general purpose applications**
- **Excellent for pre-plant applications**

A MULTI-USE FERTILIZER WITH A 1:1:1 RATIO OF NITROGEN, PHOSPHATE AND POTASH.

SGN 250

GUARANTEED ANALYSIS

TOTAL NITROGEN (N) 15.00%
9.20% Ammoniacal Nitrogen
5.80% Urea Nitrogen
AVAILABLE PHOSPHATE (P_2O_5) 15.00%
SOLUBLE POTASH (K_2O) 15.00%
Sulfur (S) 7.00%
7.00% Combined Sulfur

Derived from ammonium sulfate, monoammonium phosphate, urea, and muriate of potash.

KEEP OUT OF REACH OF CHILDREN

WARNING

CAUSES SERIOUS EYE IRRITATION. MAY CAUSE RESPIRATORY IRRITATION.

PRECAUTIONARY STATEMENTS: Avoid breathing dust / fume/ gas / mist / vapors / spray. Wash hands, forearms and face thoroughly after handling. Use only outdoors or in a well-ventilated area. **PERSONAL PROTECTIVE EQUIPMENT:** Wear protective gloves / protective clothing / eye protection / face protection. **FIRST AID:** IF INHALED Remove person to fresh air and keep comfortable for breathing. Call a poison center / doctor if you feel unwell. IF IN EYES Rinse cautiously with water for several minutes. Remove contact lenses if present and easy to do. Continue rinsing. If eye irritation persists, get medical advice / attention. **STORAGE AND DISPOSAL:** STORAGE Store in a well-ventilated place. Keep container tightly closed. Store locked up. DISPOSAL Dispose of contents / container in accordance with local / regional / and national regulations.

IN CASE OF AN EMERGENCY CALL CHEMTREC 1-800-424-9300

WARNING: This product can expose you to chemicals including cadmium which are known to the State of California to cause cancer, birth defects or other reproductive harm. For more information, go to www.P65Warnings.ca.gov

Information regarding the contents and levels of metals in this product is available on the Internet at: http://www.regulatory-info-jr.com

DIRECTIONS FOR USE

FOR PROFESSIONAL USE ONLY.

APPLICATION RATES

Desired lb actual N, P_2O_5, K_2O per 1,000 sq ft	lb BEST® 15-15-15 TRIPLE PRO™ per 1,000 sq ft	lb BEST® 15-15-15 TRIPLE PRO™ per acre
0.50	3.3	144
0.75	5.0	218
1.00*	6.7*	291*

TURFGRASS **Recommended Rate. Apply every 4-5 weeks.*

PRODUCT COVERAGE *Based on the Recommended Turgrass Rate.*

- A single 50 lb bag covers 7,500 sq ft
- 5.75 50 lb bags cover one acre

PREPLANT: Broadcast 13.5 lb per 1,000 sq ft (590 lb per acre) cultivate into the top 4-6 in. of soil.
OVERSEEDING: Broadcast at 7 lb per 1,000 sq ft (300 lb per acre).
GROUNDCOVER: Broadcast at 6 lb per 1,000 sq ft.
SHRUBS & EVERGREENS: Sprinkle 0.25 cup evenly around the dripline of plant and work into top 1 in. of soil.
CITRUS & AVOCADO TREES: Make 3 applications per year (Feb - March, June - July, Oct - Nov).
Mature Trees: Apply 6 lb around the dripline of the tree.
Younger Trees: | 4-6 ft high: 8 oz | 2-4 ft high: 2 oz | Newly planted: 1 tbsp |

NOTE: *Liquid measuring cups are very close in estimating the weight of dry fertilizers.* ***E.g.*** *An 8 oz (1 cup) measuring cup holds approximately 8 oz (0.5 lb) of dry fertilizer.*

APPLICATION PRECAUTIONS

Apply to dry turf or foliage and irrigate thoroughly immediately after application. Plant nutrients can cause staining of some sidewalks. Sweep walkways prior to irrigation. Walkways should be dry at time of application. Keep away from pools, ponds, etc. Do not contaminate potable water. **In Florida**, application rates are not to exceed rates recommended in the documents entitled "University of Florida, Institute of Food and Agricultural Sciences SL191 "Recommendations for N, P, K and Mg for Golf Course and Athletic Field Fertilization Based on Mehlich III Extractant" and "Best Management Practices for the Enhancement of Environmental Quality on Florida Golf Courses", published by the Florida Department of Environmental Protection.

IMPORTANT: READ BEFORE USE Read the entire Directions for Use, Conditions of Warranties and Limitations of Liability before using this product. If terms are not acceptable, return the unopened product container at once. By using this product, user or buyer accepts the following Conditions, Disclaimer of Warranties, and Limitations of Liability. **CONDITIONS, DISCLAIMER OF WARRANTIES, and LIMITATIONS OF LIABILITY. CONDITIONS:** The Directions For Use of this product are believed to be adequate and must be followed carefully. However, it is impossible to eliminate all risk associated with the use of this product. Crop injury, ineffectiveness or other unintended consequences may result because of such factors as weather conditions, presence of other materials, or the manner of use or application, all of which are beyond the control of J.R. Simplot Company and its affiliates (collectively, "Simplot"). To the extent consistent with applicable law, all such risks shall be assumed by the user or buyer. **DISCLAIMER OF WARRANTIES:** To the extent consistent with applicable law, Simplot makes no other warranties, express or implied, of merchantability or of fitness for a particular purpose or otherwise, that extend beyond the statements made on this label. No agent of Simplot is authorized to make any warranties beyond those contained herein or to modify the warranties contained herein. To the extent consistent with applicable law, Simplot disclaims any liability whatsoever for special, incidental or consequential damages resulting from the use or handling of this product. **LIMITATIONS OF LIABILITY:** To the extent consistent with applicable law, the exclusive remedy of the user or buyer for any and all losses, injuries or damages resulting from the use or handling of this product, whether in contract, warranty, tort, negligence, strict liability or otherwise, shall not exceed the purchase price paid or, at Simplot's election, the replacement of product.

© 2025 J.R. Simplot Company. All rights reserved. Simplot®, BEST® and TRIPLE PRO™ are trademarks in the United States and other countries and owned by the J.R. Simplot Company.

F1469

Net Weight: 50 lb (22.68 kg)

Guaranteed by:
J.R. SIMPLOT COMPANY
P.O. Box 70013, Boise, ID 83707
(208) 336-2110

24199D
GHS24190

ITEM # 9601750

Product Labels, SDS and other information on BEST® products are available at www.BestFertilizer.com

Best Triple Pro 15-15-15

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

Date of issue: 07/20/2021 Revision date: 03/31/2025 Version: 1.1

SECTION 1: Identification

1.1. Identification

Product form : Mixture

Product name : Best Triple Pro 15-15-15

Product code : M74102

1.2. Recommended use and restrictions on use

Use of the substance/mixture : Fertilizer

1.3. Supplier

JR Simplot Company

P.O. Box 70013

Boise, ID 83707

T 1-208-336-2110

1.4. Emergency telephone number

Emergency number : CHEMTREC 1-800-424-9300

SECTION 2: Hazard(s) identification

2.1. Classification of the substance or mixture

GHS-US classification

Serious eye damage/eye irritation, Category 2 H319 Causes serious eye irritation.

Specific target organ toxicity — Single exposure, Category 3, Respiratory tract irritation H335 May cause respiratory irritation.

Full text of H statements : see section 16

2.2. GHS Label elements, including precautionary statements

GHS US labelling

Hazard pictograms (GHS US) :



Signal word (GHS US) : Warning

Hazard statements (GHS US) : H319 - Causes serious eye irritation.
H335 - May cause respiratory irritation.

Precautionary statements (GHS US) : P261 - Avoid breathing dust/fume/gas/mist/vapours/spray.
P264 - Wash hands, forearms and face thoroughly after handling.
P271 - Use only outdoors or in a well-ventilated area.
P280 - Wear protective gloves/protective clothing/eye protection/face protection.
P304+P340 - If inhaled: Remove person to fresh air and keep comfortable for breathing
P305+P351+P338 - IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
P312 - Call a poison center/doctor/… if you feel unwell
P337+P313 - If eye irritation persists: Get medical attention
P403+P233 - Store in a well-ventilated place. Keep container tightly closed.
P405 - Store locked up.
P501 - Dispose of contents/container to ... in accordance with local, regional, and national regulations

2.3. Other hazards which do not result in classification

No additional information available

2.4. Unknown acute toxicity (GHS US)

Not applicable

SECTION 3: Composition/information on ingredients

3.1. Substances

Not applicable

3.2. Mixtures

Name	Product identifier	%	GHS-US classification
ammonium sulfate	(CAS-No.) 7783-20-2	0-5	Eye Irrit. 2B, H320 STOT SE 3, H335
potassium chloride	(CAS-No.) 7447-40-7		Not classified
Monoammonium Phosphate	(CAS-No.) 7722-76-1	0-5	Eye Irrit. 2B, H320 STOT SE 3, H335
urea	(CAS-No.) 57-13-6	0-5	Skin Irrit. 2, H315 Eye Irrit. 2B, H320 STOT SE 3, H335
wax (paraffins- petroleum)	(CAS-No.) 64771-72-8		Not classified
Sand		0-5	STOT SE 3, H335

Full text of hazard classes and H-statements : see section 16

SECTION 4: First-aid measures

4.1. Description of first aid measures

First-aid measures general : Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show the label where possible). Call a poison center or a doctor if you feel unwell.

First-aid measures after inhalation : Remove person to fresh air and keep comfortable for breathing. Remove person to fresh air and keep comfortable for breathing. Call a POISON CENTER/doctor if you feel unwell. Allow affected person to breathe fresh air. Allow the victim to rest. Call a poison center or a doctor if you feel unwell.

First-aid measures after skin contact : Remove affected clothing and wash all exposed skin area with mild soap and water, followed by warm water rinse. Wash skin with plenty of water.

First-aid measures after eye contact : IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Rinse immediately with plenty of water. Obtain medical attention if pain, blinking or redness persists. Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation persists: Get medical attention.

First-aid measures after ingestion : Rinse mouth. Do NOT induce vomiting. Obtain emergency medical attention. Call a poison center or a doctor if you feel unwell.

4.2. Most important symptoms and effects (acute and delayed)

Potential adverse human health effects and symptoms : Based on available data, the classification criteria are not met.

Symptoms/effects : Not expected to present a significant hazard under anticipated conditions of normal use.

Symptoms/effects after inhalation : May cause respiratory irritation.

Symptoms/effects after eye contact : Causes eye irritation. Eye irritation.

4.3. Immediate medical attention and special treatment, if necessary

Treat symptomatically.

SECTION 5: Fire-fighting measures

5.1. Suitable (and unsuitable) extinguishing media

Suitable extinguishing media : Carbon dioxide. Sand. Water spray. Dry powder. Foam.

Unsuitable extinguishing media : Do not use a heavy water stream.

5.2. Specific hazards arising from the chemical

Hazardous decomposition products in case of fire : Toxic fumes may be released.

5.3. Special protective equipment and precautions for fire-fighters

Firefighting instructions : Use water spray or fog for cooling exposed containers. Exercise caution when fighting any chemical fire. Prevent fire fighting water from entering the environment.

Protection during firefighting : Do not enter fire area without proper protective equipment, including respiratory protection. Do not attempt to take action without suitable protective equipment. Self-contained breathing apparatus. Complete protective clothing.

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

6.1.1. For non-emergency personnel

Emergency procedures : Ventilate spillage area. Evacuate unnecessary personnel. Avoid breathing dust/fume/gas/mist/vapours/spray. Avoid contact with skin and eyes.

6.1.2. For emergency responders

Protective equipment : Do not attempt to take action without suitable protective equipment. Equip cleanup crew with proper protection. For further information refer to section 8: "Exposure controls/personal protection".

Emergency procedures : Ventilate area.

6.2. Environmental precautions

Avoid release to the environment. Prevent entry to sewers and public waters. Notify authorities if liquid enters sewers or public waters.

6.3. Methods and material for containment and cleaning up

Methods for cleaning up : Mechanically recover the product. On land, sweep or shovel into suitable containers. Minimise generation of dust. Store away from other materials.

Other information : Dispose of materials or solid residues at an authorized site.

6.4. Reference to other sections

See Heading 8. Exposure controls and personal protection. For further information refer to section 13.

SECTION 7: Handling and storage

7.1. Precautions for safe handling

Precautions for safe handling : Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work. Provide good ventilation in process area to prevent formation of vapour. Use only outdoors or in a well-ventilated area. Avoid breathing dust/fume/gas/mist/vapours/spray. Avoid contact with skin and eyes. Wear personal protective equipment.

Hygiene measures : Do not eat, drink or smoke when using this product. Always wash hands after handling the product.

7.2. Conditions for safe storage, including any incompatibilities

Storage conditions : Keep only in the original container in a cool, well ventilated place away from : Keep container closed when not in use. Store locked up. Store in a well-ventilated place. Keep container tightly closed. Keep cool.

Incompatible products : Strong bases. Strong acids.

Incompatible materials : Sources of ignition. Direct sunlight.

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

Best Triple Pro 15-15-15
No additional information available

ammonium sulfate (7783-20-2)
No additional information available

Monoammonium Phosphate (7722-76-1)
No additional information available

potassium chloride (7447-40-7)
No additional information available

urea (57-13-6)
No additional information available

wax (paraffins- petroleum) (64771-72-8)
No additional information available

Sand
No additional information available

8.2. Appropriate engineering controls

Appropriate engineering controls : Ensure good ventilation of the work station.

Environmental exposure controls : Avoid release to the environment.

8.3. Individual protection measures/Personal protective equipment

Personal protective equipment:

Avoid all unnecessary exposure.

Hand protection:

Wear protective gloves.

Eye protection:

Chemical goggles or safety glasses. Safety glasses

Skin and body protection:

Wear suitable protective clothing

Respiratory protection:

Wear appropriate mask

Other information:

Do not eat, drink or smoke during use.

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

Physical state	:	Solid
Appearance	:	Granules.
Colour	:	Light green
Odour	:	characteristic
Odour threshold	:	No data available
pH	:	6 – 7
Melting point	:	No data available
Freezing point	:	Not applicable
Boiling point	:	No data available
Flash point	:	Not applicable
Relative evaporation rate (butylacetate=1)	:	No data available
Flammability (solid, gas)	:	Non flammable.
Vapour pressure	:	No data available
Relative vapour density at 20 °C	:	No data available
Relative density	:	No data available
Solubility	:	Soluble.
Partition coefficient n-octanol/water (Log Pow)	:	No data available
Auto-ignition temperature	:	Not applicable
Decomposition temperature	:	No data available
Viscosity, kinematic	:	No data available
Viscosity, dynamic	:	No data available
Explosive limits	:	Not applicable
Explosive properties	:	No data available
Oxidising properties	:	No data available

9.2. Other information

No additional information available

SECTION 10: Stability and reactivity

10.1. Reactivity

The product is non-reactive under normal conditions of use, storage and transport.

10.2. Chemical stability

Not established.

10.3. Possibility of hazardous reactions

Not established.

10.4. Conditions to avoid

Direct sunlight. Extremely high or low temperatures.

10.5. Incompatible materials

Strong acids. Strong bases.

10.6. Hazardous decomposition products

fume. Carbon monoxide. Carbon dioxide.

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Acute toxicity (oral) : Not classified
Acute toxicity (dermal) : Not classified
Acute toxicity (inhalation) : Not classified

ammonium sulfate (7783-20-2)	
LD50 oral rat	2840 mg/kg (Rat)
LD50 dermal rat	> 2000 mg/kg

Monoammonium Phosphate (7722-76-1)	
LD50 oral rat	5750 mg/kg (Rat)
LD50 dermal rabbit	> 7940 mg/kg (Rabbit)

potassium chloride (7447-40-7)	
LD50 oral rat	2600 mg/kg (Rat)

urea (57-13-6)	
LD50 oral rat	8471 mg/kg (Rat; OECD 401: Acute Oral Toxicity; Literature study; 14300 mg/kg bodyweight; Rat; Experimental value)
LD50 dermal rat	> 3200 mg/kg (Rat; Literature study)
LD50 dermal rabbit	> 21000 mg/kg (Rabbit; Literature study)

wax (paraffins- petroleum) (64771-72-8)	
LD50 oral rat	> 5000 mg/kg (Rat)
LD50 dermal rabbit	> 2000 mg/kg (Rabbit)

Skin corrosion/irritation : Not classified
pH: 6 – 7
Serious eye damage/irritation : Causes serious eye irritation.
pH: 6 – 7
Respiratory or skin sensitisation : Not classified
Germ cell mutagenicity : Not classified
Carcinogenicity : Not classified

Reproductive toxicity : Not classified

STOT-single exposure : May cause respiratory irritation.

ammonium sulfate (7783-20-2)	
STOT-single exposure	May cause respiratory irritation.

Monoammonium Phosphate (7722-76-1)	
STOT-single exposure	May cause respiratory irritation.

urea (57-13-6)	
STOT-single exposure	May cause respiratory irritation.

Sand	
STOT-single exposure	May cause respiratory irritation.

STOT-repeated exposure : Not classified

Aspiration hazard : Not classified

Viscosity, kinematic : No data available

Potential adverse human health effects and symptoms : Based on available data, the classification criteria are not met.

Symptoms/effects : Not expected to present a significant hazard under anticipated conditions of normal use.

Symptoms/effects after inhalation : May cause respiratory irritation.

Symptoms/effects after eye contact : Causes eye irritation. Eye irritation.

SECTION 12: Ecological information

12.1. Toxicity

Ecology - general : The product is not considered harmful to aquatic organisms nor to cause long-term adverse effects in the environment.

ammonium sulfate (7783-20-2)	
LC50 fish 1	126 mg/l (96 h; Poecilia reticulata)
EC50 Daphnia 1	202 mg/l (96 h; Daphnia magna)
LC50 fish 2	250 – 480 mg/l (96 h; Brachydanio rerio)
EC50 Daphnia 2	433 mg/l (50 h; Daphnia magna)
TLM fish 1	1290 ppm (96 h; Gambusia affinis)

Monoammonium Phosphate (7722-76-1)	
LC50 fish 1	155 ppm (96 h; Pimephales promelas)

potassium chloride (7447-40-7)	
LC50 fish 1	920 mg/l (96 h; Gambusia affinis; Static system)
EC50 Daphnia 1	630 mg/l (48 h; Ceriodaphnia dubia)
LC50 fish 2	2010 mg/l (96 h; Lepomis macrochirus; Static system)
EC50 Daphnia 2	660 mg/l (48 h; Daphnia magna)
Threshold limit algae 1	850 mg/l (72 h; Scenedesmus subspicatus)
Threshold limit algae 2	> 100 mg/l (72 h; Scenedesmus subspicatus; GLP)

urea (57-13-6)	
LC50 fish 1	> 6810 mg/l (96 h; Leuciscus idus; Nominal concentration)
EC50 Daphnia 1	> 10000 mg/l (48 h; Daphnia magna; Nominal concentration)
LC50 fish 2	17500 mg/l (96 h; Poecilia reticulata)
EC50 Daphnia 2	> 10000 mg/l (24 h; Daphnia magna)
TLM fish 1	17500 ppm (96 h; Poecilia reticulata)
Threshold limit other aquatic organisms 1	120000 mg/l (16 h; Bacteria; Toxicity test)
Threshold limit other aquatic organisms 2	> 10000 mg/l (Pseudomonas putida)
Threshold limit algae 1	> 10000 mg/l (168 h; Scenedesmus quadricauda; Growth rate)
Threshold limit algae 2	47 mg/l (192 h; Microcystis aeruginosa; Growth rate)

12.2. Persistence and degradability

Best Triple Pro 15-15-15	
Persistence and degradability	Not established.

ammonium sulfate (7783-20-2)	
Persistence and degradability	Biodegradability in water: no data available. Not established.

Monoammonium Phosphate (7722-76-1)	
Persistence and degradability	Biodegradability in water: no data available. Not established.

potassium chloride (7447-40-7)	
Persistence and degradability	Biodegradability: not applicable. Not established.
Biochemical oxygen demand (BOD)	Not applicable
Chemical oxygen demand (COD)	Not applicable
ThOD	Not applicable
BOD (% of ThOD)	Not applicable

urea (57-13-6)	
Persistence and degradability	Inherently biodegradable. Hydrolysis in water. Not established.
ThOD	0.27 g O_2/g substance

wax (paraffins- petroleum) (64771-72-8)	
Persistence and degradability	Readily biodegradable in water.

Sand	
Persistence and degradability	Not established.

12.3. Bioaccumulative potential

Best Triple Pro 15-15-15	
Bioaccumulative potential	Not established.

ammonium sulfate (7783-20-2)	
Partition coefficient n-octanol/water (Log Pow)	-5.1
Bioaccumulative potential	Bioaccumulation: not applicable. Not established.

Monoammonium Phosphate (7722-76-1)	
Bioaccumulative potential	Not bioaccumulative. Not established.

potassium chloride (7447-40-7)	
Partition coefficient n-octanol/water (Log Pow)	-0.46 (Estimated value)
Bioaccumulative potential	Bioaccumulation: not applicable. Not established.

urea (57-13-6)	
BCF fish 1	1 (72 h; Brachydanio rerio; Fresh water)
BCF other aquatic organisms 1	11700 (Chlorella sp.)
Partition coefficient n-octanol/water (Log Pow)	< -1.73 (Experimental value; EU Method A.8: Partition Coefficient)
Bioaccumulative potential	Bioaccumulation: not applicable. Not established.

wax (paraffins- petroleum) (64771-72-8)	
Bioaccumulative potential	No bioaccumulation data available.

Sand	
Bioaccumulative potential	Not established.

12.4. Mobility in soil

No additional information available

12.5. Other adverse effects

Other information : Avoid unintentional release to the environment.

SECTION 13: Disposal considerations

13.1. Disposal methods

Waste treatment methods : Dispose of contents/container in accordance with licensed collector's sorting instructions.

Product/Packaging disposal recommendations : Dispose in a safe manner in accordance with local/national regulations.

Ecology - waste materials : Avoid unintentional release to the environment.

SECTION 14: Transport information

Department of Transportation (DOT)

In accordance with DOT

Other information : No supplementary information available.

Transportation of Dangerous Goods

Transport by sea

Air transport

SECTION 15: Regulatory information

15.1. US Federal regulations

ammonium sulfate (7783-20-2)
Listed on the United States TSCA (Toxic Substances Control Act) inventory

Monoammonium Phosphate (7722-76-1)
Listed on the United States TSCA (Toxic Substances Control Act) inventory

potassium chloride (7447-40-7)
Listed on the United States TSCA (Toxic Substances Control Act) inventory

urea (57-13-6)
Listed on the United States TSCA (Toxic Substances Control Act) inventory

wax (paraffins- petroleum) (64771-72-8)
Listed on the United States TSCA (Toxic Substances Control Act) inventory

Sand
Not listed on the United States TSCA (Toxic Substances Control Act) inventory

15.2. International regulations

CANADA

ammonium sulfate (7783-20-2)
Listed on the Canadian DSL (Domestic Substances List)

Monoammonium Phosphate (7722-76-1)
Listed on the Canadian DSL (Domestic Substances List)

potassium chloride (7447-40-7)
Listed on the Canadian DSL (Domestic Substances List)

urea (57-13-6)
Listed on the Canadian DSL (Domestic Substances List)

wax (paraffins- petroleum) (64771-72-8)
Listed on the Canadian DSL (Domestic Substances List)

Sand
Not listed on the Canadian DSL (Domestic Substances List)/NDSL (Non-Domestic Substances List)

EU-Regulations

No additional information available

National regulations

No additional information available

15.3. US State regulations

Component	State or local regulations
ammonium sulfate(7783-20-2)	U.S. - Massachusetts - Right To Know List; U.S. - Pennsylvania - RTK (Right to Know) List

SECTION 16: Other information

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

Revision date	:	03/31/2022
Data sources	:	REGULATION (EC) No 1272/2008 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 16 December 2008 on classification, labelling and packaging of substances and mixtures, amending and repealing Directives 67/548/EEC and 1999/45/EC, and amending Regulation (EC) No 1907/2006.
Other information	:	None.

Full text of H-statements:

H315	Causes skin irritation.
H319	Causes serious eye irritation.
H320	Causes eye irritation
H335	May cause respiratory irritation.

SDS US (GHS HazCom 2012)

Disclaimer: This information relates to the specific material designated and may not be valid for such material used in combination with any other materials or in any process. Such information is to the best of our knowledge and belief, accurate and reliable as of the date compiled. However, no representation, warranty or guarantee is made as to its accuracy, reliability or completeness. NO WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE CONCERNING THE INFORMATION HEREIN PROVIDED. It is the user's responsibility to satisfy himself as to the suitability and completeness of such information for his own particular use. We do not accept liability for any loss or damage that may occur from the use of this information nor do we offer warranty against patent infringement.

Safety Data Sheet (SDS)

OSHA HazCom Standard 29 CFR 1910.1200(g) and GHS Rev 03.

Issue date 10/26/2015 Reviewed on 10/26/2015

* 1 Identification

· **Product Identifier**

· **Trade name: Milorganite® 6-4-0 Fertilizer**
· **Relevant identified uses of the substance or mixture and uses advised against:**
· **Product Description** A fetilizer product manufactured from various microbes used to digest sewage sludge.

· **Details of the Supplier of the Safety Data Sheet:**
· **Manufacturer/Supplier:**
Milwaukee Metropolitan Sewerage District
260 W. Seeboth Street
Milwaukee, WI 53204
Telephone: 1-800-287-9645
· **Emergency telephone number:** 1-800-304-6204

* 2 Hazard(s) Identification

· **Classification of the substance or mixture:**


GHS07

Skin Irrit. 2	H315	Causes skin irritation.
Eye Irrit. 2A	H319	Causes serious eye irritation.
STOT SE 3	H335	May cause respiratory irritation.
Aquatic Acute 2	H401	Toxic to aquatic life.

· **Label elements:**
· **GHS label elements**
The product is classified and labeled according to the Globally Harmonized System (GHS).
· **Hazard pictograms:**


GHS07

· **Signal word:** Warning

· **Hazard-determining components of labeling:**
Activated Sewage Sludge (biosolids, dried microbes)
Calcium Carbonate
· **Hazard statements:**
Causes skin irritation.
Causes serious eye irritation.
May cause respiratory irritation.
Toxic to aquatic life.
· **Precautionary statements:**
Avoid breathing dust/fume/gas/mist/vapors/spray.
Use only outdoors or in a well-ventilated area.
Wear protective gloves.
Wear eye protection / face protection.
Avoid release to the environment.
Wash thoroughly after handling.

(Contd. on page 2)

Safety Data Sheet (SDS)

OSHA HazCom Standard 29 CFR 1910.1200(g) and GHS Rev 03.

Issue date 10/26/2015 Reviewed on 10/26/2015

Trade name: Milorganite® 6-4-0 Fertilizer

If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
Specific treatment (see supplementary first aid instructions on this Safety Data Sheet).
IF INHALED: Remove person to fresh air and keep comfortable for breathing.
Call a POISON CENTER/doctor if you feel unwell.
If skin irritation occurs: Get medical advice/attention.
If eye irritation persists: Get medical advice/attention.
IF ON SKIN: Wash with plenty of water.
Take off contaminated clothing and wash it before reuse.
Store locked up.
Store in a well-ventilated place. Keep container tightly closed.
Dispose of contents/container in accordance with local/regional/national/international regulations.

· **Classification system:**
· **NFPA ratings (scale 0 - 4)**



Health = 1
Fire = 0
Reactivity = 0

· **HMIS-ratings (scale 0 - 4)**



Health = 1
Fire = 0
Reactivity = 0

· **Hazard(s) not otherwise classified (HNOC):** None known

*
3 Composition/Information on Ingredients

· **Chemical characterization: Mixtures**
· **Description:** Mixture of substances listed below with non-hazardous additions.

· **Dangerous Components:**		
8049-99-8	Activated Sewage Sludge (biosolids, dried microbes) Skin Irrit. 2, H315; STOT SE 3, H335; Eye Irrit. 2B, H320; Aquatic Acute 2, H401	100%

· **Additional information:**
Trace metals and volatile organics can be detected in quantities less that 1.0%, most less than 0.1%. These components and pathogenic agents are of a low quantity to allow this product to meet US EPA 40CFR Part 503 Class A Exceptional Quality biosolid requirements.

*
4 First-Aid Measures

· **Description of first aid measures:**
· **After inhalation:** Remove affected person to fresh air. Seek medical attention if symptoms persist.
· **After skin contact:** Immediately wash with water and soap and rinse thoroughly.
· **After eye contact:**
Remove contact lenses at once. Rinse opened eye under running water for at least 15 minutes. If irritation persists, seek medical attention.
· **After swallowing:** If suffering gastrointestinal discomfort, treat symptomatically.
· **Information for doctor:**
· **Most important symptoms and effects, both acute and delayed:**
Asthmatics exposed to excessive dusts may have trouble breathing.
· **Indication of any immediate medical attention and special treatment needed:**
No further relevant information available.

(Contd. on page 3)

Safety Data Sheet (SDS)

OSHA HazCom Standard 29 CFR 1910.1200(g) and GHS Rev 03.

Issue date 10/26/2015 Reviewed on 10/26/2015

Trade name: Milorganite® 6-4-0 Fertilizer

* 5 Fire-Fighting Measures

· **Extinguishing media:**
· **Suitable extinguishing agents:**
CO_2, extinguishing powder or water spray. Fight larger fires with water spray or alcohol resistant foam.
· **Special hazards arising from the substance or mixture:**
At high temperatures, this type of fertilizer can give off undefined fumes. Fine dust dispersion in air may form an explosive mixture. Bulk wetted material may generate heat upon storage. Use of TEFC electrical equipment is advised to aid in control of dust-caused explosions. Control fugitive dust at its' source by containment or treating Milorganite with a dust suppressant.
· **Advice for firefighters:**
Do not breathe fumes. Prevent runoff from entering drains, sewers or any body of water. Becomes slippery when wet, guard against falls.
· **Protective equipment:**
As in any fire, wear self-contained breathing apparatus pressure-demand (NIOSH approved or equivalent) and full protective gear to prevent contact with skin and eyes.

* 6 Accidental Release Measures

· **Personal precautions, protective equipment and emergency procedures:** Not required.
· **Environmental precautions:** Do not allow to enter sewers/ surface or ground water.
· **Methods and material for containment and cleaning up:**
Sweep, vacuum or shovel material into labeled container. If at all possible, reuse product. Ensure that disposal is in compliance with local, state or federal regulations.
· **Reference to other sections:**
See Section 7 for information on safe handling.
See Section 8 for information on personal protection equipment.
See Section 13 for disposal information.

* 7 Handling and Storage

· **Handling**
· **Precautions for safe handling:**
Avoid breathing dust. Wash after handling. Do not contaminate water by disposal of equipment washwaters. Do not allow to become wet during storage.
· **Information about protection against explosions and fires:** No special measures required.

· **Conditions for safe storage, including any incompatibilities:**
· **Storage**
· **Requirements to be met by storerooms and receptacles:**
Store in the original container.
Store in a cool, dry area out of reach of children and animals. Keep dry. Bulk wetted material may generate heat upon storage.
· **Information about storage in one common storage facility:** Not required.
· **Further information about storage conditions:**
Some coprophagic canines (fecal eating dogs) may be attracted by the odor of biosolids, transfer their fecal attraction to Milorganite® 5-2-0 fertilizer, rip open bags in storage and over eat. A dog may be sick for 24 to 48 hours, beginning with vomiting that can lead to dehydration, incontinence (stiffness in the hind legs), atrophy, depression, and black stools due to the high carbon content of Milorganite® 5-2-0. In most cases, symptomatic care prescribed by a veterinarian will relieve these symptoms.
· **Specific end use(s):** No further relevant information available.

(Contd. on page 4)

Safety Data Sheet (SDS)

OSHA HazCom Standard 29 CFR 1910.1200(g) and GHS Rev 03.

Issue date 10/26/2015 Reviewed on 10/26/2015

Trade name: Milorganite® 6-4-0 Fertilizer

* 8 Exposure Controls/Personal Protection

· **Additional information about design of technical systems:** No further data; see section 7.

· **Control parameters:**
· **Components with occupational exposure limits:**
The product does not contain any relevant quantities of materials with critical values that have to be monitored at the workplace.
· **Additional information:** The lists that were valid during the creation of this SDS were used as basis.

· **Exposure controls:**
Provide general ventilation in processing and storage. Provide local exhaust if necessary to reduce dust levels below acceptable limits.
· **Personal protective equipment:**
· **General protective and hygienic measures:**
Keep away from foodstuffs, beverages and feed.
Immediately remove all soiled and contaminated clothing and wash before reuse.
Wash hands before breaks and at the end of work.
Avoid contact with the eyes and skin.
· **Breathing equipment:** Not required.
· **Protection of hands:**



Protective gloves

· **Eye protection:**



Tightly sealed goggles

* 9 Physical and Chemical Properties

· **Information on basic physical and chemical properties**
· **General Information**
· **Appearance:**

Form:	Granulate
Color:	Dark
· **Odor:**	Earthy
· **Odor threshold:**	Not determined.
· **pH-value:**	Slightly acidic (9 parts water to 1 part Milorganite)
· **Change in condition**	
Melting point/Melting range:	Not determined.
Boiling point/Boiling range:	Not determined.
· **Flash point:**	None
· **Flammability (solid, gaseous):**	Not determined.
· **Ignition temperature:**	
Decomposition temperature:	Not determined.

(Contd. on page 5)

Safety Data Sheet (SDS)

OSHA HazCom Standard 29 CFR 1910.1200(g) and GHS Rev 03.

Issue date 10/26/2015 Reviewed on 10/26/2015

Trade name: Milorganite® 6-4-0 Fertilizer

· **Auto igniting:**	Product is not self-igniting.
· **Danger of explosion:**	Product does not present an explosion hazard.
· **Explosion limits:**	
Lower:	Not determined.
Upper:	Not determined.
· **Vapor pressure:**	Not applicable.
· **Density:**	
Relative density:	Not determined.
Vapor density:	Not applicable.
Evaporation rate:	Not applicable.
· **Solubility in / Miscibility with:**	
Water:	Slightly soluble.
· **Partition coefficient (n-octanol/water):**	Not determined.
· **Viscosity:**	
Dynamic:	Not applicable.
Kinematic:	Not applicable.
· **Other information:**	Bulk Density: 50-51 lbs/ft³

* 10 Stability and Reactivity

· **Reactivity:** No further relevant information available.
· **Chemical stability:** Stable under normal conditions.
· **Thermal decomposition / conditions to be avoided:** No decomposition if used according to specifications.
· **Possibility of hazardous reactions:** No dangerous reactions known.
· **Conditions to avoid:** Excessive heat; absorbs moisture in highly humid areas.
· **Incompatible materials:** Strong acids, alkalis and oxidizing agents.
· **Hazardous decomposition products:**
Expected to emit the same types of toxic smoke as would be released during combustion of other organic materials.

* 11 Toxicological Information

· **Information on toxicological effects:**
· **Acute toxicity:**
· **Primary irritant effect:**
· **On the skin:** Irritant to skin and mucous membranes.
· **On the eye:**
Irritating effect.
Causes serious eye irritation.
· **Additional toxicological information:**
As a recycled product made by a municipal water reclamation facility, biosolids have the potential to contain various pollutants. The U.S. Environmental Protection Agency has extensively analyzed the risk from these pollutants. These analyses have considered over 400 compounds, including metals, volatile and semi-volatile organic compounds, pesticides, furans, dioxins, polychlorinated biphenyls, and polybrominated diphenyl ethers. These analyses have concluded that only metals present significant risks at the levels likely to be found in biosolids. In response, the U.S. Environmental Protection Agency has established limits for nine metals (40 CFR 503.13(b)). Metals concentrations in Milorganite® are consistently far below the applicable limits (40 CFR 503.13(b)(1)Table3).

In biosolids, pathogens may present a risk. In response, the U.S. Environmental Protection Agency has

(Contd. on page 6)

Safety Data Sheet (SDS)

OSHA HazCom Standard 29 CFR 1910.1200(g) and GHS Rev 03.

Issue date 10/26/2015 Reviewed on 10/26/2015

Trade name: Milorganite® 6-4-0 Fertilizer

established pathogen limits. To destroy pathogens, Milorganite® is heated to 176° F and dried to a moisture content of less than 10%, which ensures compliance with the applicable limits (40 CFR 503.32(a)(7)).

· **Carcinogenic categories:**

· **IARC (International Agency for Research on Cancer):**
None of the ingredients are listed.

· **NTP (National Toxicology Program):**
None of the ingredients are listed.

· **OSHA-Ca (Occupational Safety & Health Administration):**
None of the ingredients are listed.

* 12 Ecological Information

· **Toxicity:**
· **Aquatic toxicity:** No further relevant information available.
· **Persistence and degradability:** No further relevant information available.
· **Behavior in environmental systems:**
· **Bioaccumulative potential:** No further relevant information available.
· **Mobility in soil:** No further relevant information available.
· **Additional ecological information:**
· **General notes:**
Do not allow product to reach ground water, water course or sewage system.
Harmful to aquatic organisms
· **Results of PBT and vPvB assessment:**
· **PBT:** Not applicable.
· **vPvB:** Not applicable.
· **Other adverse effects:** No further relevant information available.

* 13 Disposal Considerations

· **Waste treatment methods:**
· **Recommendation:**
Sweep, vacuum or shovel material into labeled container. If at all possible, reuse product. Material is a fertilizer and should be used as such. Keep out of any body of water. Ensure that disposal is in compliance with local, state or federal regulations. Bulk wetted material may generate heat upon storage.

· **Uncleaned packagings:**
· **Recommendation:** Disposal must be made according to official regulations.

* 14 Transport Information

· **UN-Number:**
· **DOT, ADR, ADN, IMDG, IATA** Non-Regulated Material
· **UN proper shipping name:**
· **DOT, ADR, ADN, IMDG, IATA** Non-Regulated Material
· **Transport hazard class(es):**

· **DOT, ADR, ADN, IMDG, IATA**
· **Class:** Non-Regulated Material
· **Packing group:**
· **DOT, ADR, IMDG, IATA** Non-Regulated Material
· **Environmental hazards:** Not applicable.
· **Special precautions for user:** Not applicable.

(Contd. on page 7)

Safety Data Sheet (SDS)

OSHA HazCom Standard 29 CFR 1910.1200(g) and GHS Rev 03.

Issue date 10/26/2015 Reviewed on 10/26/2015

Trade name: Milorganite® 6-4-0 Fertilizer

· **Transport in bulk according to Annex II of MARPOL73/78 and the IBC Code:** Not applicable.
· **UN "Model Regulation":** Non-Regulated Material

* 15 Regulatory Information

· **Safety, health and environmental regulations/legislation specific for the substance or mixture:**
· **SARA (Superfund Amendments and Reauthorization):**

· **Section 355 (extremely hazardous substances):**
None of the ingredients are listed.

· **Section 313 (Specific toxic chemical listings):**
None of the ingredients are listed.

· **TSCA (Toxic Substances Control Act):**

7705-08-0	iron trichloride
10028-22-5	diiron tris(sulphate)
471-34-1	Calcium Carbonate
7732-18-5	Water, distilled water, deionized water

· **California Proposition 65:**

· **Chemicals known to cause cancer:**
None of the ingredients are listed.

· **Chemicals known to cause reproductive toxicity for females:**
None of the ingredients are listed.

· **Chemicals known to cause reproductive toxicity for males:**
None of the ingredients are listed.

· **Chemicals known to cause developmental toxicity:**
None of the ingredients are listed.

· **Carcinogenic categories:**

· **EPA (Environmental Protection Agency):**
None of the ingredients are listed.

· **TLV (Threshold Limit Value established by ACGIH):**
None of the ingredients are listed.

· **NIOSH-Ca (National Institute for Occupational Safety and Health):**
None of the ingredients are listed.

· **GHS label elements**
The product is classified and labeled according to the Globally Harmonized System (GHS).
· **Hazard pictograms:**



GHS07

· **Signal word:** Warning

· **Hazard-determining components of labeling:**
Activated Sewage Sludge (biosolids, dried microbes)

(Contd. on page 8)

Safety Data Sheet (SDS)

OSHA HazCom Standard 29 CFR 1910.1200(g) and GHS Rev 03.

Issue date 10/26/2015 Reviewed on 10/26/2015

Trade name: Milorganite® 6-4-0 Fertilizer

Calcium Carbonate

· **Hazard statements:**
Causes skin irritation.
Causes serious eye irritation.
May cause respiratory irritation.
Toxic to aquatic life.

· **Precautionary statements:**
Avoid breathing dust/fume/gas/mist/vapors/spray.
Use only outdoors or in a well-ventilated area.
Wear protective gloves.
Wear eye protection / face protection.
Avoid release to the environment.
Wash thoroughly after handling.
If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
Specific treatment (see supplementary first aid instructions on this Safety Data Sheet).
IF INHALED: Remove person to fresh air and keep comfortable for breathing.
Call a POISON CENTER/doctor if you feel unwell.
If skin irritation occurs: Get medical advice/attention.
If eye irritation persists: Get medical advice/attention.
IF ON SKIN: Wash with plenty of water.
Take off contaminated clothing and wash it before reuse.
Store locked up.
Store in a well-ventilated place. Keep container tightly closed.
Dispose of contents/container in accordance with local/regional/national/international regulations.

· **National regulations:**

The product is subject to be classified according with the latest version of the regulations on hazardous substances.

· **State Right to Know:**

8049-99-8	Activated Sewage Sludge (biosolids, dried microbes) Skin Irrit. 2, H315; STOT SE 3, H335; Eye Irrit. 2B, H320; Aquatic Acute 2, H401	100%

All ingredients are listed.

· **Chemical safety assessment:** A Chemical Safety Assessment has not been carried out.

16 Other Information

The information and recommendations in this safety data sheet are, to the best of our knowledge, accurate as of the date of issue. Nothing herein shall be deemed to create warranty, expressed or implied, and shall not establish a legally valid contractual relationship. It is the responsibility of the user to determine applicability of this information and the suitability of the material or product for any particular purpose.

· **Date of preparation / last revision:** 10/26/2015 / 8

· **Abbreviations and acronyms:**
ADR: The European Agreement concerning the International Carriage of Dangerous Goods by Road
ADN: The European Agreement concerning the International Carriage of Dangerous Goods by Inland Waterways
IMDG: International Maritime Code for Dangerous Goods
DOT: US Department of Transportation
IATA: International Air Transport Association
ACGIH: American Conference of Governmental Industrial Hygienists
EINECS: European Inventory of Existing Commercial Chemical Substances
ELINCS: European List of Notified Chemical Substances
CAS: Chemical Abstracts Service (division of the American Chemical Society)
NFPA: National Fire Protection Association (USA)
HMIS: Hazardous Materials Identification System (USA)
PBT: Persistent, Bioaccumulative and Toxic
vPvB: very Persistent and very Bioaccumulative

(Contd. on page 9)

Safety Data Sheet (SDS)

OSHA HazCom Standard 29 CFR 1910.1200(g) and GHS Rev 03.

Issue date 10/26/2015 *Reviewed on 10/26/2015*

Trade name: Milorganite® 6-4-0 Fertilizer

Skin Irrit. 2: Skin corrosion/irritation, Hazard Category 2
Eye Irrit. 2A: Serious eye damage/eye irritation, Hazard Category 2A
Eye Irrit. 2B: Serious eye damage/eye irritation, Hazard Category 2B
STOT SE 3: Specific target organ toxicity - Single exposure, Hazard Category 3
Aquatic Acute 2: Hazardous to the aquatic environment - AcuteHazard, Category 2

· **** Data compared to the previous version altered.***

SDS created by MSDS Authoring Services www.msdsauthoring.com +1-877-204-9106

Milorganite® with Iron
Non-Burning*
Slow-Release Nitrogen

Milorganite® Professional Grade with Iron

SLOW-RELEASE

Milorganite®

NITROGEN FERTILIZER

PROFESSIONAL - GRADE
TURFGRASS FERTILIZER
FOR GREENS, TEES & FAIRWAYS

6-4-0

- NON-BURNING* SLOW-RELEASE NITROGEN
- RICH IN WATER-INSOLUBLE NITROGEN
- CONTAINS IRON FOR ENHANCED GREENING
- SMALL GRANULE—EASILY DROPS TO SOIL SURFACE
- COVERS 3,000 SQ FT AT 1 LB NITROGEN RATE

Application Rates: lbs Nitrogen to Material per sq ft

0.33 lb N	0.50 lb N	1.00 lb N	1.50 lb N
5.5 lbs per 1,000 sq ft	8.5 lbs per 1,000 sq ft	17 lbs per 1,000 sq ft	25 lbs per 1,000 sq ft

Milorganite® Professional Grade Fertilizer Spreader Rate Chart

		Nitrogen in lbs/1,000 sq ft		
Spreader	Spread Width	0.33	0.50	1.00
Earthway	8 ft	12	15	28
Lesco	8 ft	F	H	R
Prize Bigfoot	9 ft	H	K	X
Scotts R8A	9 ft	J (cone 7)	M (cone 7)	X (cone 7)
Andersons SR2000 et AP2000	9 ft	J (cone 7)	M (cone 7)	X (cone 7)
Spyker	9 ft	4	5	9
Lely (Hole 6, 4 ½ mph)	20 ft	-	5	8
Lely (Hole 6, 4 ½ mph)	40 ft	-	8	8-2X

Notes: These rates are a guide. Fertilizer applications should be based on the results of a soil test and visual observations. Rates and timing of application vary according to weather conditions and soil types. Application speed, terrain, and spreader wear may account for varying amounts applied. For best results, calibrate your spreader using manufacturer's recommendations to ensure accuracy, or refer to milorganite.com

Valores de la aplicación: libras de Nitrógeno sobre el material por pie²

0.33 libras N	0.50 libras N	1.00 libras N	1.50 libras N
5,5 libras por 1,000 pie²	8,5 libras por 1,000 pie²	17 libras por 1,000 pie²	25 libras por 1,000 pie²

Milorganite® Tabla de tarifas de esparcidor de fertilizantes de grado profesional

		Nitrógeno en libras/1,000 pie²		
Esparcidor	Ancho de propagación	0.33	0.50	1.00
Earthway	8 pies	12	15	28
Lesco	8 pies	F	H	R
Prize Bigfoot	9 pies	H	K	X
Scotts R8A	9 pies	J (cono 7)	M (cono 7)	X (cono 7)
Andersons SR2000 et AP2000	9 pies	J (cono 7)	M (cono 7)	X (cono 7)
Spyker	9 pies	4	5	9
Lely (Hoyo 6, 4 ½ mph)	20 pies	-	5	8
Lely (Hoyo 6, 4 ½ mph)	40 pies	-	8	8-2X

Notas: Estas cantidades son una guía. La aplicación de fertilizantes se debe basar en los resultados de un análisis de suelo y de las observaciones visuales. Las cantidades y el calendario de aplicación varían de acuerdo a las condiciones climáticas y tipos de suelo. La velocidad de aplicación, desgaste del terreno y esparcidor, pueden tomarse en cuenta para la variación en las cantidades aplicadas. Para mejores resultados, calibra su esparcidor usando las recomendaciones del fabricante para asegurar la precisión, o remitir a milorganite.com

Environmental Respect

Milorganite® products are recycled biosolids. Milorganite® products proudly meet U.S. Environmental Protection Agency's "Exceptional Quality" standards for beneficial use. This designation means that Milorganite® products can be used anywhere fertilizer is recommended.

Nitrogen in Milorganite® products releases slowly, guaranteeing a long feeding period. This also helps to minimize potential environmental impact from runoff or nutrient leaching into ground water.

Use according to directions: Avoid direct application on impervious surfaces, steep slopes, areas that flood, wetlands or into surface water. After using Milorganite®, wash hands and store unused product in a cool, dry area, away from children and pets. Apply only to actively growing turf. Do not apply near water, storm drains or drainage ditches. Do not apply if heavy rain is expected. Apply this product only to your turf, and sweep any product that lands in the driveway, sidewalk, or street, back onto your turf. Check with your local Cooperative Extension Agency to obtain specific information on local turf best management practices. Check with your county or city government to determine if there are local regulations for fertilizer use. ⚠Warning: This product can expose you to chemicals, including lead, known to the State of California to cause cancer and birth defects or other reproductive harm. For more information, go to www.p65warnings.ca.gov. No evidence indicates any actual additional risk of cancer, birth defects, or other reproductive harm when this product is used as directed.

Information regarding the contents and levels of metals in this product is available on the internet at www.aapfco.org/metals.html

*Burn proof when used according to the label directions.

Aspectos Ambientales

Los productos Milorganite® son biosólidos reciclados. Los productos Milorganite® orgullosamente cumplen las normas de "Calidad Excepcional" de la Agencia de Protección Ambiental de los Estados Unidos para un uso ventajoso. Esta designación significa que los productos Milorganite® se pueden usar en cualquier lugar donde se recomiende el uso de fertilizante.

El nitrógeno de los productos Milorganite® se libera lentamente, garantizando un largo período de alimentación. Esto también ayuda a minimizar el potencial impacto ambiental a partir de las escorrentías de filtraciones de nutrientes en el agua subterránea.

Aplique los productos Milorganite® de acuerdo con las instrucciones de la etiqueta. Evite la aplicación directa en superficies impermeables, laderas pronunciadas, áreas que se inundan, pantanos o en el agua superficial. Después de usarlo, lávese las manos y guarde el producto no usado lejos de los niños y de las mascotas en un área fresca y seca.

⚠ Advertencia: Este producto contiene cantidades detectables de sustancias químicas que se las conoce por causar cáncer, defectos de nacimiento o daño en el sistema reproductivo. Este aviso de ninguna manera significa que contamos con evidencia o experiencia para indicar que las manipulación correcta, tal como se describe en nuestras etiquetas y literatura relacionada, podría realmente producir riesgo de cáncer, defectos de nacimiento o daño en el sistema reproductivo.

Puede consultar información sobre el contenido y los niveles de metales del producto en Internet en el sitio www.aapfco.org/metals.html

* Quemaduras a prueba cuando se usa de acuerdo con las instrucciones de la etiqueta.

6-4-0
Milorganite® Professional Grade Guaranteed Analysis

Total Nitrogen (N)	6.0 %
2.0 % Water Soluble Nitrogen	
4.0 % Water Insoluble Nitrogen*	
Available Phosphate (P_2O_5)	4.0 %
Calcium (Ca)	1.2 %
Iron (Fe)	2.5 %

Derived from processed sewage
*4.0 % Slowly available Nitrogen derived from processed sewage

F648

Manufactured by:
Milwaukee Metropolitan Sewerage District
260 W Seeboth St, Milwaukee, WI 53204
(800) 287-9645 www.mmsd.com

MADE IN THE USA

6-4-0
Milorganite® análisis garantizado de calidad profesional

Nitrógeno Total (N)	6,0 %
2,0 % Nitrógeno soluble en agua	
4,0 % Nitrógeno insoluble en agua*	
Fosfato disponible (P_2O_5)	4,0 %
Calcio (Ca)	1,2 %
Hierro (Fe)	2,5 %

Derivado de aguas residuales procesadas
*4,0% Lentamente disponible Nitrógeno derivado de aguas residuales procesadas

50lbPro_103-2017

Net wt. 50 lbs (22,68 kg)

Peso neto de 50 libras (22,68 kg)

Milorganite®

Milorganite® with Iron
Non-Burning*
Slow-Release Nitrogen

TREEBEARD
LANDSCAPE

TAB B

TREEBEARD
LANDSCAPE
Since 1978

Landscape Maintenance for the
Black Mountain
(MAD) Maintenance Assessment District
10090505-G

(619) 697-8302

info@treebeardlandscape.com
treebeard@treebeardlandscape.com

P.O. Box 2777
Spring Valley, CA. 91979

TREEBEARD
LANDSCAPE
Since 1978

Landscape Maintenance for the
Black Mountain
(MAD) Maintenance Assessment District
10090505-26-G



(619) 697-8302

info@treebeardlandscape.com
treebeard@treebeardlandscape.com

P.O. Box 2777
Spring Valley, CA. 91979

Contractor's License #388579

TREEBEARD LANDSCAPE

Table of Contents

I	Request for Proposal RFP **10090505-26-G**
1.1	Addendum A (Including Questions, Comments and Answers)
1.2	Contract Resulting from Request for Proposal **RFP 10090505-26-G**
	Tab A- Submission of information and Forms
	Exhibit A-Proposal Submission and requirements
	Exhibit B-Specifications -Overview of Services and required Licenses
	Service Frequency
	Black Mountain MAD (MAP)
2.2	Contractors Standards Pledge of Compliance
2.3	EOCP Good and Services Contractors Requirements/EEO
2.4	Living Wage Ordinance Certification Compliance
2.5	Licenses as required in Exhibit B
2.9	Manufacture's Price List
2.10	MSDS Labels and Safety Data Sheet
II	**TAB B- Executive Summary and Responses to Specifications**
2.11	Title Page
2.12	Table of Contents
2.13	Executive Summary
2.14	Proposer's Response to the RFP
2.15	Experience and Qualifications
2.16	Staffing Plan
2.17	Employee Safety Program
2.18	Quality Control Management Plan
2.19	Statement of Available Equipment and Vehicles
III	**Tab C- Cost/Price Proposal**
3.1	Employee's Resume
3.2	Employee Background Check
3.3	Organization Chart
3.4	Availability/Geographical Location of Personnel
3.5	Expertise and Past Performance Project
	Exhibit C
4.1	General Contract Terms and Provisions
	Exhibit D
5.1	Wage Requirements
	Exhibit E
6.1	Pricing Schedule

(619) 697-8302

info@treebeardlandscape.com
treebeard@treebeardlandscape.com

P.O. Box 2777
Spring Valley, CA. 9197

TREEBEARD LANDSCAPE

Executive Summary for the Black Mountain Maintenance Assessment District (MAD) landscape maintenance proposal (10090505-26-G) below.

Services and Experience
Since 1978, Treebeard Landscape has been a leader in the San Diego County landscape industry. Our mission is to provide clients with innovative ideas, efficient solutions, and exceptional daily service. Our team is experienced in executing effective maintenance programs while developing creative strategies to improve the appearance of landscape maintenance assessment districts throughout the region.

Since we began working with the City of San Diego in 1980, we have provided top-tier, full-service landscape maintenance, including landscape design, irrigation conversions, turf renovations, and hardscape installation. We are certified in irrigation water management and are committed to exceeding expectations through expertise, exemplary service, and reliability. Notably, Treebeard Landscape has successfully implemented irrigation management programs for HOAs for the past 11 years.

Qualifications
With over 47 years of industry experience and a 45-year partnership with the City of San Diego, Treebeard Landscape possesses extensive knowledge of the local geographical area and municipal policies.

Our firm has seen steadfast growth while providing comprehensive services across San Diego County, including site enhancements, ET smart irrigation controller installations, and drought-tolerant landscape design. Additionally, we developed an integrated water management program that promotes coordinated development and resource management.

(619) 697-8302

info@treebeardlandscape.com
treebeard@treebeardlandscape.com

P.O. Box 2777
Spring Valley, CA. 91979

TREEBEARD
LANDSCAPE

Proposal response for **10090505-26-G**: Landscape Maintenance for the **Black Mountain Maintenance Assessment District (MAD).**

Treebeard Landscape has reviewed the RFP in its entirety. We appreciate the opportunity to continue demonstrating our commitment to exceptional service for the City of San Diego. We are prepared to provide comprehensive landscape services that will meet and exceed the expectations of the Grounds Maintenance Manager for the Mira Mesa Maintenance Assessment District.

Treebeard Landscape has served as a landscape maintenance provider for the City of San Diego since 1980.

Licenses and Certifications
Treebeard Landscape has held a C-27 California State License since 1978. Our staff includes a Certified Water Manager and a pest control applicator licensed by the State of California. We currently employ 120 full-time staff members, including a dedicated team that manages all communications with field workers. All drivers' licenses are submitted to the California Pull Program, and employee fingerprints are submitted to the Department of Justice for criminal record checks.

Financial Responsibility
Treebeard Landscape certifies that it possesses sufficient operating capital to properly fund all services identified in the contract specifications. We can provide insurance certificates from A+ rated companies for general liability, auto, and workers' compensation insurance, naming the City of San Diego as an additional insured.

(619) 697-8302

info@treebeardlandscape.com
treebeard@treebeardlandscape.com

P.O. Box 2777
Spring Valley, CA. 91979

TREEBEARD
LANDSCAPE

10090505-26-G
Landscape Maintenance for the Black Mountain
(MAD) Maintenance Assessment District

Experience and Qualifications:

Treebeard Landscape, Inc. has been a leader in the San Diego County landscape industry since 1978. We specialize in developing effective landscape programs and enhancing the appearance of maintenance assessment districts.

We prioritize responsiveness and communication for the City of San Diego. Our office is staffed Monday through Friday, 7:30 AM – 4:00 PM, and we provide emergency after-hours support to address issues immediately. All employees are uniformed, and our key staff members are readily available via company cell phones.

Our team is dedicated to water conservation. For the past nine years, we have utilized a water management program led by a CLCA Certified Water Manager who performs annual audits. Our construction crew also specializes in turf removal and converting high-water use systems to low-water alternatives using native plants and mulch.

As a full-service contractor working with the City of San Diego since 1980, we offer landscape design, irrigation conversions, turf renovations, and hard scape installation. Furthermore, our Foremen and Supervisors are trained in the City's Water Recycle program and Storm Water Management Practices.

(619) 697-8302

info@treebeardlandscape.com
treebeard@treebeardlandscape.com

P.O. Box 2777
Spring Valley, CA. 91979

TREEBEARD LANDSCAPE

City of San Diego
Landscape Maintenance for
Black Mountain(MAD)
RFP 10090505-26-G

Staffing Plan and minimum requirements for this contract below. We will provide adequate full-time personnel Monday through Friday, including a working Field Supervisor, an irrigation specialist, and a maintenance crew to perform all duties as per the contract specifications.

Field Supervisor
- Minimum 3 years of experience in landscape maintenance.
- Proficient in English (oral and written).
- Reliable and organized with strong supervisory skills.
- Responsible for daily communication with the grounds maintenance manager and addressing work orders.
- Valid California Driver's License and Storm Water Management safety training.

Laborers
- Minimum 3 years of experience in landscape maintenance.
- Responsible for routine maintenance, including trimming shrubs/trees, fertilizing, planting, and weeding.
- Proficient in the use of hand and power tools (hedge trimmers, rotary mowers, etc.).
- Storm Water Management safety training.

Irrigation Technician
- Minimum 3 years of experience.
- Responsible for programming smart irrigation ET controller systems, adjusting sprinklers, and repairing mainline/ lateral lines and remote control valves.
- Conducts annual water audits to optimize system performance.
- Storm Water Management safety training.

Spray Technician
- Trained in mixing and applying herbicides, fungicides, and insecticides, including proper disposal.
- Responsible for maintaining chemical application reports.
- Required to use all provided safety equipment during application.

Administrative Assistant
- Coordinates work orders and proposals between the Field Supervisor and Grounds Maintenance Manager using a web-based application.
- Provides status updates and completed work order information via email.

Office Manager
-Minimum 3 Years of experience
- Manages city contracts, billing, and all correspondence.
- Works directly with the General Manager and staff to ensure all administrative requirements are met.

(619) 697-8302

info@treebeardlandscape.com
treebeard@treebeardlandscape.com

P.O. Box 2777
Spring Valley, CA. 91979

TREEBEARD
LANDSCAPE

City of San Diego
Landscape Maintenance for
Black Mountain(MAD)
RFP 10090505-26-G

Employee Safety Program:

Treebeard Landscape is dedicated to providing a safe and healthy work environment for all employees and the general public. Please adhere to the following safety guidelines:

Training and Meetings:
Follow safety practices established during our bi-weekly tailgate meetings and monthly training sessions. No employee may operate power equipment without job-specific training.

Reporting and Safety Rules:
Promptly report all work-related injuries to your supervisor. Specific safety rules, procedures, and hazard information are provided to all staff.

Equipment and Maintenance:
All chemical storage containers and on-site equipment are inspected daily. Emergency phone numbers are posted on all company vehicles.

Personal Protective Equipment (PPE) and Apparel:
Wear practical working apparel, including closed-toed shoes. Required safety equipment—such as earplugs, safety glasses, dust masks, and appropriate gloves—must be worn at all times when operating power equipment. Safety equipment is provided daily as applicable.

Vehicle Safety:
Obey all state and local laws when operating company vehicles. Seat belts must be worn at all times by both drivers and passengers.

(619) 697-8302

info@treebeardlandscape.com
treebeard@treebeardlandscape.com

P.O. Box 2777
Spring Valley, CA. 91979

City of San Diego Landscape Maintenance for Black Mountain (MAD) RFP 10090505-26-G

Treebeard Landscape, Inc.'s Quality control and safety standards below:

Overview

Treebeard Landscape, Inc. and its subcontractors are responsible for compliance with all standard-based specifications regarding materials, work procedures, personnel, and environmental safety rules.

Regulatory Codes

All service activities comply with relevant federal and state requirements, including Living Wage Ordinances and Work Force Requirements. The Quality Manager identifies these project-specific requirements within the Quality Assurance/Quality Control Plan. Supervisors maintain jobsite access to all relevant codes and regulations.

Industry Quality Standards

All services comply with generally accepted workmanship practices and industry standards.

Safety

Our Safety Coordinator is an integral part of the Quality Control Management Plan, coordinating with supervisors to plan for employee and environmental safety. Work task requirements are communicated during planning meetings prior to the commencement of work. The Safety Coordinator also conducts random site visits to ensure safety procedures are followed. Additionally, biweekly tailgate meetings are held to address any safety concerns.

Administration Procedures

We maintain comprehensive records for all employees, including W-4s, I-9 forms, and training records. Background checks are completed for all staff considered for City of San Diego jobsites. All required monthly and annual reports are submitted accordingly.

(619) 697-8302

info@treebeardlandscape.com
treebeard@treebeardlandscape.com

P.O. Box 2777
Spring Valley, CA. 91979

TREEBEARD LANDSCAPE

Truck Inventory Log

Truck #	Vin #	Lic Plate #	Exp Date	Make & Model
#2	#44055	#07994Z2	5/31/25	2019 Ford F150
#3	#29698	#70009F2	8/31/25	2017 Ford F150
#4	#56220	#71238F2	11/30/25	2017 Ford F150
#5	#20675	#8Y20446	4/30/25	2010 Toyota Tacoma
#6	#89336	#71194F2	11/30/25	2017 Ford F150
#7	#35226	#72308A3	8/31/25	2019 Ford
#8	#00276	#53592J2	4/30/25	2018 Ford F150
#10	#83375	#8F14485	8/31/25	2006 Ford F150
#11	#71250	#04998L2	3/31/25	2018 Ford F150
#12	#56467	#89789J1	6/30/25	2003 Ford F150
#14	#32792	#70207F2	9/30/25	2017 Ford F150
#15	#21788	#7Y53277	10/31/25	2006 Ford F150
#16	#90964	#16619J3	9/30/25	2021 Ford
#17	#48734	#42475N3	8/31/25	2022 Ford
#18	#51416	#19829M3	4/30/25	2022-F-150
#19	#20467	#8Y20445	4/30/25	2010 Toyota Tacoma
#25	#60601	#8H68966	1/31/26	2005 F250
#30	#61643	#68205L2	7/31/25	2002 F150
#31	#29878	#8E81447	8/31/25	2006 F150
#38	#50885	#34601S2	2/28/26	Ford F150
#39	#63862	#22329E2	2/28/26	2019 F150
#40	#47748	#7W80104	7/31/25	2005 F150
#43	#83999	#8E48032	6/30/25	2000 F150
#49	#26574	#8T00416	7/31/25	2008 F150
#51	#11211	#34603S2	2/28/25	2018 Ford F150
#55	#51948	#7S30851	11/30/25	2005 F150
#56	#87966	#17835C1	7/31/25	2004 F150
#57	#15950	#22211E2	2/28/26	2016 F150
#58	#38734	#04073L2	4/30/25	2017 F150
#60	#59456	#86739N2	10/31/25	2018 Ford F150
#63	#85923	#69286F2	7/31/25	2017 F150

(619) 697-8302

info@treebeardlandscape.com
treebeard@treebeardlandscape.com

P.O. Box 2777
Spring Valley, CA. 91979

TREEBEARD
LANDSCAPE

Truck Inventory Log

Truck #	Vin #	Lic Plate #	Exp Date	Make & Model
#68	#05214	#83219M1	8/31/25	2006 F150
#69	#20977	#7Z88012	3/31/25	2003 F150
#71	#C88821	#23862J3	10/31/25	2022-F-250
#72	#02397	#8L81500	10/31/25	2007 Toyota Tundra
#73	#45805	#8N73454	2/28/26	2008 Toyota Tundra
#74	#64914	#49491W2	11/30/25	2019 F150
#75	#26266	#6NVS585	11/10/25	2011 Highlighter
#76	#15862	#6LUD235	6/2/25	2010 Highlander
#77	#95653	#86738N2	10/31/25	2018 Ford F150
#79	#75981	#6F29509	2/28/26	2000 Ford F150
#80	#80788	#49495W2	11/31/25	2019 Ford F150
#84	#77611	#8W94593	10/31/25	2009 F150
#86	#21130	79658B1	3/31/25	2011 Ford
#87	#95662	#51736J2	1/31/26	2011 F150
#88	#04301	6T51341	8/31/25	2001 Toyota
#89	#41952	#07270X1	9/30/25	2015 Ford
#90	#90364	#07268X1	9/30/25	2015 F150
#91	#71138	#07274X1	9/30/25	2015 F150
#92	#88820	#08876K3	12/31/25	2022 Ford
#93	#75461	#07917Z2	5/31/25	2019 Ford
#94	#88824	#65588J3	11/30/25	2022 Ford
#95	#70844	#65926P3	10/31/25	2022 F-250
#96	#09098	#95188S3	3/31/25	2023 Ford
#97	#71373	#54629P3	10/31/25	2022 Ford
#98	#06106	#43240S3	1/31/26	2023 Ford
#99	#06833	43237S3	1/31/26	2023 Ford

(619) 697-8302

info@treebeardlandscape.com
treebeard@treebeardlandscape.com

P.O. Box 2777
Spring Valley, CA. 91979

TREEBEARD LANDSCAPE 2025 EQUIPMENT PURCHASES

Quantity	Item Name	Manufacturer	Model	Year
1	36" Toro Walk Behind Mower	Toro	39074	2007
1	36" Toro Walk Behind Mower	Toro	39074	2010
1	36" Toro Walk Behind Mower	Toro	39074	2010
1	36" Toro Walk Behind Mowers	Toro	39074	2009
1	36" EX Walk Behind Mark Mower	Ex mark	TTS600CKA36EO	2022
1	36" EX Walk Behind Mark Mower	Ex mark	TTS481CKA36300	2022
1	36" EX Walk Behind Mowers	Ex mark	TTS481CK3600	2023
1	48" Toro Mower	Toro	39488	2009
1	36" Turbo Force Mower	Toro	39674	2010
1	60" Toro Z Master Mower	Toro	78926	2014
1	60" Z Mower	Toro	78926	2015
1	60" Toro Master Mower	Toro	72926	2023
1	60" Toro z Mower	Toro	72926	2016
1	72" EX Mark Mower	Ex Mark	L25749AKC72400	2022
1	48" Toro z Mower	Toro	74413	2007
5	21" Toro Battery Push Mower	Toro	22282	2023
5	21" Toro Battery Push Mower	Toro	22282	2023
8	21" Hand Mowers	Honda		2015
1	2020 Kubota Tractor	Kubota	L3301HST-R4 4WD	2020
1	1982 John Deere Tractor	John Deere		1982
1	Land Pride Aerator	Land Pride	BB1260	2020
1	Stump grinder 252	Vermeer	TLR25	2007
1	Roto Tiller	Barreto	1268	1984

(619) 697-8302

info@treebeardlandscape.com
treebeard@treebeardlandscape.com

P.O. Box 2777
Spring Valley, CA. 91979

TREEBEARD LANDSCAPE 2025
EQUIPMENT PURCHASES

Quantity	Item Name	Manufacturer	Model	Year
1	FMC Sprayer E100			2022
22	Backpack Sprayers	Chapin		2024
10	Blower-Backpack	Redmax	EBZ5150	2012
10	EGO Battery Hand Blower			2023
2	Backpack Blower	STIHL		2010
36	Power Trimmers- Standard	STIHL	FS94	2023
3	Power Trimmers-Extended	Echo		2024
7	Chainsaw	ECHO	CS310	2021
1	Chainsaw	STIHL	MS271	2023
1	Extension Chainsaw HT 135	STIHL		2016
24	Weed whips	STIHL	FS94/Red max	2020
6	240R Weed hips	STIHL		2022
1	Generator	Firman		2024
1	Demo Saw	STIHL	TS420	2024
3	Jack Hammer	MAKIITA	BRUTE	2011
3	Edgers	Briggs/Stratus		2009
4	Shop Vacuum	RIDGID		2022
8	Cordless Drills	Dewalt		2017
3	Grinders	Makita/Dewalt		2019

(619) 697-8302

info@treebeardlandscape.com
treebeard@treebeardlandscape.com

P.O. Box 2777
Spring Valley, CA. 91979

TREEBEARD LANDSCAPE

City of San Diego
Landscape Maintenance for
Black Mountain (MAD)
RFP 10090505-26-G

TREEBEARD LANDSCAPE 2025
TRAILER LIST

Name:	License Plate #
8' Box Trailer	4JB8364
12' Big Mower Trailer	4FX1313
10' Big Mower Trailer	1JE2388
8' Box Trailer	TC1027
8' Box Trailer	CV4268
8' Box Trailer	4PY3881
8' Regular Trailer	2FF4217
8' Regular Trailer	4BB5254
8' Box Trailer	4BB5586
8' Box Mow Crew Trailer	4SR7974
10' Regular Mow Crew Trailer	4ME5387
20' Big Equipment Trailer	4ME5388

(619) 697-8302

info@treebeardlandscape.com
treebeard@treebeardlandscape.com

P.O. Box 2777
Spring Valley, CA. 91979

TREEBEARD
LANDSCAPE

TAB C

TREEBEARD
LANDSCAPE
Since 1978

Landscape Maintenance for the
Black Mountain
(MAD) Maintenance Assessment District
10090505-26-G

(619) 697-8302

info@treebeardlandscape.com
treebeard@treebeardlandscape.com

P.O. Box 2777
Spring Valley, CA. 91979

TREEBEARD LANDSCAPE

City of San Diego
Landscape Maintenance for
Black Mountain (MAD)
RFP 10090505-26-G

FELIPE DE JESUS LOPEZ

(619) 987-1254 ● 3467 Landis St., San Diego, CA 92104 ● Flopez187@gmail.com

Job Objective:

Analytical Landscape Estimator skilled at predicting construction project duration and managing deadlines. Successful at finding cost-effective solutions to common and complex construction challenges. Committed to providing accurate cost projections and communicating with all relevant parties to verify costs and adjust as necessary. Diligent, resourceful and organized team player who excels in fast-paced environments.

Highlights of Qualifications

Planning, controlling and organizing construction projects for City of San Diego MADs
Excellent skills in software rendering for presentation
Specialized in detailed accurate cost estimates
Microsoft Office proficient
Ability to understand conceptual figures
Meets and exceeds business goals
Ability to work well under pressure
Very good Communication skills
Creative problem solver

GENERAL MANAGER/ESTIMATOR – **March 1984-Present**
TREEBEARD LANDSCAPE, INC. PRESENT

- ◊ EXPERIENCE IS ESTIMATING CONSTRUCTION COSTS FOR COMMERCIAL AND CITY OF SAN DIEGO MAINTENANCE ASSESSMENT DISTRICTS
- ◊ THOROUGH KNOWLEDGE OF CONSTRUCTION PRINCIPALS, TECHNIQUES, MATERIALS AND COST ESTIMATION FUNDAMENTALS
- ◊ OPTIMIZE SITE PROCESSES TO ENSURE HIGH TEAM PERFORMANCE
- ◊ WORK WITH CREW MEMBERS TO INCREASE INDIVIDUAL PERFORMANCE AND SET REALISTIC IMPROVEMENT GOAL
- ◊ DETERMINE AREAS OF IMPROVEMENT FOR COST CONTROL AND INITIATE CHANGE
- ◊ DEFINE EMPLOYEES' FUNCTIONS AND KEEP INDIVIDUALS ON TASK
- ◊ WORK WITH TEAM MEMBERS TO INCREASE INDIVIDUAL PERFORMANCE AND SET REALISTIC IMPROVEMENT GOALS
- ◊ DEMONSTRATE EFFECTIVE AND PROFESSIONAL COMMUNICATION WITH INTERNAL AND EXTERNAL VENDORS AND CLIENTS
- ◊ COORDINATE WITH MANAGEMENT ON COST ESTIMATES AND PROJECT CHANGES
- ◊ MANAGE MULTIPLE SIMULTANEOUS ESTIMATION PROJECTS WITH CONSISTENT ON-TIME DELIVERY
- ◊ RECEIVES AND EVALUATES BIDS FROM SUB-CONTRACTORS
- ◊ ANALYZE PROJECT SCOPE DOCUMENTS TO CREATE ACCURATE COST ESTIMATE
- ◊ PROFICIENT IN ESTIMATION SOFTWARE TO FINALIZE FIGURES AND CREATE RENDERINGS FOR PRESENTATION
- ◊ ASSISTS CONSTRUCTION MANAGER IN FINDING COST EFFECTIVE SOLUTIONS
- ◊ STRONG INTERPERSONAL AND COMMUNICATION SKILLS

EDUCATION

Instituto Tecnologicio De Tijuana, June 1982

(619) 697-8302

info@treebeardlandscape.com
treebeard@treebeardlandscape.com

P.O. Box 2777
Spring Valley, CA. 91979

TREEBEARD LANDSCAPE

City of San Diego
Landscape Maintenance
for Black Mountain(MAD)
RFP 10090505-26-G

Alvaro Lopez

9917 Campo Rd, Spring Valley, CA 91977

Work Experience:

Landscape Supervisor
Treebeard Landscape — September 14, 1988- Present

- Inventory supplies of tools, equipment, or materials to ensure that sufficient supplies are available, and items are in usable condition.
- Confer with other supervisors to coordinate work activities with those of other departments or units.
- Establish and enforce operating procedures and work standards that will ensure adequate performance and personnel safety.
- Perform personnel-related activities, such as hiring workers, evaluating staff performance, or taking disciplinary actions when performance problems occur.
- Maintain required records, such as personnel information or project records.
- Investigate work-related complaints to verify problems and to determine responses.
- Plant or maintain vegetation through activities such as mulching, fertilizing, watering, mowing, or pruning.
- Train workers in tasks such as transplanting or pruning trees or shrubs, finishing cement, using equipment, or caring for turf.
- Perform administrative duties, such as authorizing leaves or processing time sheets.
- Prepare or maintain required records, such as work activity or personnel reports.
- Direct or assist workers engaged in the maintenance or repair of equipment, such as power tools or motorized equipment.
- Inspect completed work to ensure conformance to specifications, standards, and contract requirements.
- Design or supervise the installation of sprinkler systems, calculating water pressure, or valve and pipe coverage needs.
- Identify diseases or pests affecting landscaping and order appropriate treatments.
- Answer inquiries from current or prospective customers regarding methods, materials, or price ranges.
- Direct activities of workers who perform duties, such as landscaping, cultivating lawns, or pruning trees and shrubs.
- Schedule work for crews, depending on work priorities, crew or equipment availability, or weather conditions.

(619) 697-8302

info@treebeardlandscape.com
treebeard@treebeardlandscape.com

P.O. Box 2777
Spring Valley, CA. 91979

TREEBEARD LANDSCAPE

City of San Diego
Landscape Maintenance for
Black Mountain (MAD)
RFP 10090505-26-G

Clemente Perez

3711 South Bonita Street, Spring Valley, VA 91979

EXPERIENCE:

LANDSCAPE CREW MEMBER:

Treebeard Landscape, Inc. **June 1, 2018 – Present**

- Responsible for maintaining safe workplace and ensuring that safety is the highest priority in the workplace.
- Maintained and cared for growing plants
- Provides prescribed maintenance procedures as directed such as: mowing, edging pruning, hedging, raking, sweeping, weeding and pest control spraying.
- Experience in providing excellent customer service
- Storm Water Management
- Performed job landscape maintenance duties for Black Mountain MAD.
- Fluent in English and Spanish, orally and in writer form
- Experience of minor Irrigation Repairs
- Fertilizing, Plant material, Pruning, cultivating of shrubs and trees

Training:

- Pesticide safety training from the Department of Agricultures
- Storm Water Management Training
- Recycled Water Site Supervisor Certified

(619) 697-8302

info@treebeardlandscape.com
treebeard@treebeardlandscape.com

P.O. Box 2777
Spring Valley, CA. 91979

TREEBEARD LANDSCAPE

City Of San Diego
Landscape Maintenance
for Black Mountain(MAD)
RFP 10090505-26-G

Fabian Lauren
9917 Campo Rd. Spring Valley, CA 91979

EXPERIENCE **TREEBEARD LANDSCAPE, INC.** **MAY 1, 2012 – PRESENT**

LANDSCAPE CREW MEMBER

- ◊ **Provides regular maintenance operations and monitors work site.**
- ◊ **Performs daily routine work on City of San Diego Maintenance Assessments**
- ◊ **Performs job landscape maintenance duties as assigned for Pacific Highlands MAD**
- ◊ **Provides prescribed maintenance procedures as directed such as: Mowing, edging,**
- ◊ **Pruning, hedging, raking, sweeping, weeding and pest control spraying.**
- ◊ **Improves over all appearance of all areas with the Maintenance Assessments**
- ◊ **Keeps tools, machines and all other company equipment in working order**
- ◊ **Applies granular chemicals and fertilizers after proper training under the pest control applicator guidance.**
- ◊ **Storm Water Management**
- ◊ **Maintained and cared for growing plants**
- ◊ **Removed weeds, trash and other harmful elements around the HOA properties**
- ◊ **Fertilizing, plant material, pruning cultivating of shrubs and trees**
- ◊ **Mowing lawn areas**
- ◊ **Edging of lawn areas and ground cover**
- ◊ **Experience of Minor irrigation repairs**
- ◊ **Proper operation of landscape equipment.**

Training:

- ◊ **Pesticide safety training from the Department of Agricultures**
- ◊ **Storm Water Management Training**
- ◊ **Recycle Water Site Supervisor Certified**

(619) 697-8302

info@treebeardlandscape.com
treebeard@treebeardlandscape.com

P.O. Box 2777
Spring Valley, CA. 91979

TREEBEARD LANDSCAPE

City of San Diego Landscape Maintenance for Black Mountain (MAD)
RFP 10090505-26-G

Adriana Sanchez

Human Resources

adriana@treebeardlandscape.com
619 395-6904

Summary

Highly motivated to seek a position of HR/Administrator with 6 yrs of experience with a winning attitude. Offering proven ability to consistently drive results in building and leading high-performance teams. Excellent communication Skills with proven ability to collaborating across all organization's levels.

Highlights

- Strong Leader
- Supervisor's Skills
- Bilingual in English/Spanish
- Stable work History
- Able to work in a fast-paced environment
- Strong customer relationships builder
- Ability to handle/resolve problems
- Reliable, punctual and committed to customer service
- Word
- Excel
- Power Point

Experience

Treebeard Landscape/Human Resources Intern
Spring Valley, Ca
2022-2025

- Works with team to support the overall departmental and company goals
- Supports the administrative needs of the department (new hires packages, handbooks, registration, personnel files, Affirmative Action data, etc.)
- Provides customer Service to team members, applicants, visitors, supervisors management, and administrative staff and/or departments
- Answers team member inquiries and requests concerning compensation, benefits, procedures, forms policies, etc., escalates issues as necessary
- Workers Compensation process (follow up with doctor's report, Report Claim, follow up with adjuster etc.)
- Coordinates HR communications (bulletin boards, safety meetings announcements, etc.)
- Orders and maintains supplies as necessary (HR, office, breakroom, etc.)
- Coordinates training as needed (Schedule and follow-up to ensure completion)
- Payroll for 120 employees (Pay Data, Workforce, sick, vacation etc.)
- Medical Insurance process for new employees, and yearly packages.
- Timecards violations (warning written process)
- Employee Exit Agreement process (Termination letter, Hours Quick Cal, final check etc.)

TREEBEARD LANDSCAPE

City of San Diego
Landscape Maintenance for
Black Mountain (MAD)
RFP 10090505-26-G

ISAAC GARIBAY

9917 Campo Road, Spring Valley 91977

OBJECTIVE

Diligent landscape worker with a record of reliability and adaptability, Experience with many tools, including industrial lawnmowers, leaf blowers, and more basic implements like shovels and clippers. A team player who responds to direction well but can also break off to complete task solo

EXPERIENCE

Treebeard Landscape — May 2018-Present
Landscape Worker

- Assisted with grounds maintenance with basic landscaping support by mowing edging, trimming and debris removal task
- Maintain sidewalks, fountains and planters
- Worked closely with team members to deliver projects requirements, develop solutions and meet deadlines
- Prune shrubs and trees to shape and improve growth, using hand or power tools
- Install and repair minor irrigation problems
- Clean out drainage ditches and culverts
- Drive vehicles and operate certain other motorize equipment

TRAININGS:

- Pesticide safety training from the Department of Agricultures
- Strom Water Management Training

(619) 697-8302

info@treebeardlandscape.com
treebeard@treebeardlandscape.com

P.O. Box 2777
Spring Valley, CA. 91979

TREEBEARD LANDSCAPE

City of San Diego
Landscape Maintenance
for Black Mountain (MAD)
RFP 10090505-26-G

Jackie Andrade

588 Jefferson Ave
Chula Vista, CA 91910
(619) 865-1634
Jackie@treebeardlandscape.com

- **Office Manager with over 9 Years of experience providing administrative support to over 100 staff members.**
- **Possess strong multi-tasking skills, with ability to simultaneously manage various project and schedules.**
- **Highly Organized and detail-oriented**
- **Executive management support**
- **Computer Proficiency, Microsoft word, Power Point**
- **Scheduling and Business Correspondence**
- **Possess extensive expertise in Microsoft Excel and database**
- **QuickBooks software**

Professional Experience

Treebeard Landscape — July 2018-Present
Office Manager

- Manage schedules, organize office function, and oversee daily operations of office with 120 employees
- Monitor office expenditures by checking and balance all purchase materials, implementing inventory control, and standardizing ordering procedures.
- Answered, screened, and redirected an average of 20 telephone calls with professionalism and efficiency.
- Identified and resolve complex issues by applying advance analytical and troubleshooting strategies
- Provided hands-on-management of office operation, strengthened accounting practices, and consistently executed assignment within aggressive timeframe.
- Types drafts emails at 70 wpm typing speed and prepared weekly reports for staff meetings
- Mange over 65 HOA's with any questions, work orders and billing information
- Implemented efficient billing procedures
- Assist in Turf Reduction by submitting application to SoCal Water smart program and overseeing the process from beginning to completion.
- Prepared bids and proposals in our Single-ops Program.
- Preparing City of San Diego RPF Proposals

TREEBEARD LANDSCAPE

City of San Diego
Landscape Maintenance for
Black Mountain (MAD)
RFP 10090505-26-G

Jose Carmelo Perez

9917 Campo Rd, Spring Valley, CA 91977

Experience:

LANDSCAPE SUPERVISOR
Treebeard Landscape, Inc. **October 1989 – Present**

- **Communicates directly with Grounds maintenance manager**
- **Dedicated supervisor with over 27 years if experience**
- **Supervises all extraordinary work that is required**
- **Oversees Tierrasanta crew**
- **Oversees all stages of work from start to completion for extraordinary work**
- **Responsible for maintaining safe workplace and ensuring that safety is the highest priority in the workplace**
- **Mobility to drive to all Maintenance Assessment Districts to ensure all all job landscape maintenance duties are completed**
- **Turf and Infield Maintenance Crew leader**
- **Responsible for mowing and sweeping of 1,500 acres of turf city wide**
- **Supervisor of 20 employees**
- **Responsible for Employee performance reviews, discipline and payroll**
- **Maintained safe workplace and ensured that safety is the highest priority in the workplace**
- **Responsible for making sure all tasks were completed 100% with quality work**
- **Supervision of construction and landscape crews**
- **Monitors quality landscape installation of irrigation renovation**
- **Ensures crew members performs quality work in a safe working environment**
- **Oversees all jobs duties to completed landscape maintenance projects**
- **Ensures all deadlines are kept and job is completed as scheduled**
- **Knowledge in irrigation repairs to mainline, backflows, remote control valves and installation of drip irrigation systems**
- **Knowledge of Smart irrigation controllers, programming and installation**
- **Responsible for maintaining safe workplace and ensuring that safety is the highest priority in the workplace**
- **Communicates with administrative staff once all change orders and final inspection is completed**
- **Responsible for maintaining safe workplace and ensuring that safety is the highest priority in the workplace**

TRAININGS:

- **Pesticide safety training from the Department of Agricultures**
- **Storm Water Management Training**
- **Recycle Water Training Management**

(619) 697-8302

info@treebeardlandscape.com
treebeard@treebeardlandscape.com

P.O. Box 2777
Spring Valley, CA. 91979

TREEBEARD LANDSCAPE

City of San Diego
Landscape Maintenance for
Black Mountain (MAD)
RFP 10090505-26-G

KELLEN C DESLAURIERS
13988 VISTA SAGE PLACE, JAMUL, CA 91935

EXPERIENCE:

TREEBEARD LANDSCAPE, INC. **SEPTEMBER 2009- PRESENT**
SUPERVISOR

- **Dedicated supervisor with over 15 years of experience**
- **Supervision of construction and landscape crews**
- **Oversees Tierrasanta MAD**
- **Supervisor of 20 Employees**
- **Strong Work ethic and critical thinking**
- **Power Equipment operator, proficient as a bobcat operator**
- **Monitors quality landscape installation of irrigation renovation**
- **Ensures crew members performs quality work in a safe working environment**
- **Oversees all jobs duties to completed landscape maintenance projects**
- **Ensures all deadlines are kept and job is completed as scheduled**
- **Knowledge in irrigation repairs to mainline, backflows, remote control valves and installation of drip irrigation systems**
- **Knowledge of Smart irrigation controllers, programming and installation**
- **Responsible for maintaining safe workplace and ensuring that safety is the highest priority in the workplace**
- **Repair of concrete driveways and walkways**
- **Fluent in English and Spanish, orally and in written form**
- **Current California Driver's License, which allows mobility driving jobsite to jobsite**
- **Communicates with administrative staff once all change orders and final inspection is completed**
- **Responsible for maintaining safe workplace and ensuring that safety is the highest priority in the workplace**

Training:

- **Pesticide safety training from the Department of Agricultures**
- **Storm Water Management Training**
- **Recycled Water Site Supervisor Certified**

(619) 697-8302

info@treebeardlandscape.com
treebeard@treebeardlandscape.com

P.O. Box 2777
Spring Valley, CA. 91979

TREEBEARD LANDSCAPE

City of San Diego
Landscape Maintenance
for Black Mountain (MAD)
RFP 10090505-26-G

Nataly Hernandez

588 Jefferson Ave, Chula Vista, CA 91910 (619) 601-7461
natalyhernandez0817@gmail.com

SKILLS & COMPETENCIES

- Excellent verbal and written communication skills
- Strong organization skills with a problem-solving attitude
- Effective Task Execution
- Knowledge of MS Office Word
- Administrative Support
- General Administrative Tasks
- Attention to Detail
- Time Management
- Interpersonal Communication
- Problem-Solving

Work Experience July 2023-Preset
Treebeard Landscape.

- Supported the executive team by preparing detailed reports and presentations
- Opened, sorted and distributed incoming messages and correspondence through the department
- Prepared comprehensive punch list reports to HOA management
- Prepared Pesticide notices
- Prepared City Punchlist for the crews
- Work independently and as part of a team
- Written and verbal communication skills for internal and external correspondence
- Excellent organizational and multitasking abilities
- Maintain out assigned task with accuracy and efficiency
- Follow Company policies and procedures
- Answer and direct phone calls, manage incoming and outgoing email draft professional correspondence
- Organized, file and retrieve documents as needed, maintain accurate databases and ensure confidentiality
- Greet and assist clients and visitors, manage reception duties, and address any inquiries or concerns
- Provides administrative support to various departments within the organization
- Manage and maintain electronic and hard copy filing.

TREEBEARD LANDSCAPE

City of San Diego Landscape Maintenance for
Black Mountain (MAD)
RFP 10090505-26-G

Nelson Morales

9917 Campo Rd. Spring Valley, CA 91979

EXPERIENCE:

LANDSCAPE CREW MEMBER
Treebeard Landscape, Inc. – May 1, 2005 – Present

Spring Valley, CA 91979

- Provides regular maintenance operations and monitors work site.
- Performs daily routine work on City of San Diego Maintenance Assessments
- Performs job landscape maintenance duties as assigned
- Provides prescribed maintenance procedures as directed such as: Mowing, edging,
- Pruning, hedging, raking, sweeping, weeding and pest control spraying.
- Improves over all appearance of all areas with the Maintenance Assessments
- Keeps tools, machines and all other company equipment in working order
- Applies granular chemicals and fertilizers after proper training under the pest control applicator guidance.
- Storm Water Management
- Maintained and cared for growing plants
- Removed weeds, trash
- Fertilizing, plant material, pruning cultivating of shrubs and trees
- Mowing lawn areas
- Edging of lawn areas and ground cover
- Experience of Minor irrigation repairs
- Proper operation of landscape equipment.

Trainings:

- Pesticide safety training from the Department of Agricultures
- Storm Water Management Training

(619) 697-8302

info@treebeardlandscape.com
treebeard@treebeardlandscape.com

P.O. Box 2777
Spring Valley, CA. 91979

TREEBEARD LANDSCAPE

City of San Diego Landscape Maintenance for
Black Mountain (MAD)
RFP 10090505-26-G

PABLO SANCHEZ

9917 Campo Rd, Spring Valley, Ca 91979

EXPERIENCE:

TREEBEARD LANDSCAPE – April 2018 – PRESENT
LANDSCAPE LABORER

- **Responsible for maintaining safe workplace and ensuring that safety is the highest priority in the workplace**
- **Followed landscape maintenance schedules as provided by lead foreman**
- **Provides prescribed maintenance procedures as directed such as: Mowing, edging, Pruning, hedging, raking, sweeping, weeding and pest control spraying.**
- **Experience in providing excellent customer services**
- **Performs job landscape maintenance duties as assigned**
- **Storm Water Management**
- **Fluent in English and Spanish, orally and in written form**
- **Maintained and cared for growing plants**
- **Removal of weeds, trash and any other harmful elements from HOA properties**
- **Fertilizing, plant material, pruning, cultivating of shrubs and trees**
- **Mowing lawn areas**
- **Experience of minor irrigation repairs**
- **Proper operation of landscape equipment**

Training:

- ◊ **Pesticide safety training from the Department of Agriculture**
- ◊ **Storm Water Management Training**

(619) 697-8302

info@treebeardlandscape.com
treebeard@treebeardlandscape.com

P.O. Box 2777
Spring Valley, CA. 91979

TREEBEARD LANDSCAPE

City of San Diego
Landscape Maintenance
for Black Mountain (MAD)
RFP 10090505-26-G

Porfirio Orduña

9917 Campo Rd. Spring Valley, CA 91979

EXPERIENCE:
IRRIGATION SPECIALIST
POWER EQUIPMENT OPERATOR

TREEBEARD LANDSCAPE, Inc. **SEPTEMBER 1988 – PRESENT**

- Dedicated supervisor with over 25 years of experience
- Supervision of construction and landscape crews
- Strong Work ethic and critical thinking
- Power Equipment operator, proficient as a bobcat operator
- Monitors quality landscape installation of irrigation renovation
- Ensures crew members performs quality work in a safe working environment
- Oversees all jobs duties to completed landscape maintenance projects
- Ensures all deadlines are kept and job is completed as scheduled
- Knowledge in irrigation repairs to mainline, backflows, remote control valves and installation of drip irrigation systems
- Knowledge of Smart irrigation controllers, programming and installation
- Responsible for maintaining safe workplace and ensuring that safety is the highest priority in the workplace
- Repair of concrete driveways and walkways
- Fluent in English and Spanish, orally and in written form
- Current California Driver's License, which allows mobility driving jobsite to jobsite
- Communicates with administrative staff once all change orders and final inspection is completed
- Responsible for maintaining safe workplace and ensuring that safety is the highest priority in the workplace

TRAINING:

- Pesticide safety training from the Department of Agricultures
- Storm Water Management Training

(619) 697-8302

info@treebeardlandscape.com
treebeard@treebeardlandscape.com

P.O. Box 2777
Spring Valley, CA. 91979

TREEBEARD LANDSCAPE

City of San Diego Landscape Maintenance for
Black Mountain (MAD)
RFP 10090505-26-G

Ramiro Fuentes

9917 CAMPO RD. SPRING VALLEY, CA 91979
(619) 540-7630

Experience:
Supervisor
Treebeard Landscape, Inc. **October 1988 – Present**

- **Communicates directly with Grounds maintenance manager**
- **Supervises all extraordinary work that is required**
- **Oversees all stages of work from start to completion for extraordinary work**
- **Responsible for maintaining safe workplace and ensuring that safety is the highest priority in the workplace**
- **Mobility to drive to all Maintenance Assessment Districts to ensure all all job landscape maintenance duties are completed**
- **Turf and Infield Maintenance Crew leader**
- **Responsible for mowing and sweeping of 1,500 acres of turf city wide**
- **Supervisor of 60 employees**
- **Responsible for Employee performance reviews, discipline and payroll**
- **Responsible for making sure all tasks were completed 100% with quality work**
- **Supervises The Rancho San Diego Crew**
- **Monitors quality landscape installation of irrigation renovation**
- **Ensures crew members performs quality work in a safe working environment**
- **Ensures all deadlines are kept and job is completed as scheduled**
- **Knowledge in irrigation repairs to mainline, backflows, remote control valves and installation of drip irrigation systems**
- **Knowledge of Smart irrigation controllers, programming and installation**
- **Responsible for maintaining safe workplace and ensuring that safety is the highest priority in the workplace**
- **Fluent in English and Spanish, orally and in written form**
- **Current California Driver's License, which allows mobility driving jobsite to jobsite**
- **Communicates with administrative staff once all change orders and final inspection is completed**
- **Responsible for maintaining safe workplace and ensuring that safety is the highest priority in the workplace**

TRAININGS:

- **Pesticide safety training from the Department of Agricultures**
- **Storm Water Management Training**
- **Recycle Water Training Management**

(619) 697-8302

info@treebeardlandscape.com
treebeard@treebeardlandscape.com

P.O. Box 2777
Spring Valley, CA. 91979

TREEBEARD LANDSCAPE

City of San Diego Landscape Maintenance for
Black Mountain (MAD)
RFP 10090505-26-G

Robert Smith
9917 Campo Rd. Spring Valley CA 91977

Experience:

Non-Working Supervisor
Treebeard Landscape, Inc. **May 1, 2018 – Present**

- Oversees all City San Diego Maintenance Assessment District Contracts
- Communicates directly with Grounds maintenance manager
- Supervises all extraordinary work that is required
- Provides proposals for all extraordinary work
- Oversees all stages of work from start to completion for extraordinary work
- Responsible for maintaining safe workplace and ensuring that safety is the highest priority in the workplace
- Mobility to drive to all Maintenance Assessment Districts to ensure all job landscape maintenance duties are completed

Grounds Maintenance Manager
City of San Diego **December 2007 – May 2017**

- Responsible for 5 Maintenance Assessment Districts throughout San Diego County
- Responsible for Overseeing the contractors for ground landscape maintenance
- Worked with Cell phone towers installation at Ocean View Hills MAD
- Responsible for monthly reports and annual budgets for each MAD
- Conducted field inspections with landscape contractor at each MAD
- responsible for paying of invoices and modifications of purchase orders for each MAD
- Worked with Purchasing on Contractual modifications for City MAD's Landscape Maintenance Contracts

Park Utility Supervisor
City of San Diego **May 2004 – December 2007**

- Turf and Infield Maintenance Crew leader
- Responsible for mowing and sweeping of 1,500 acres of turf city wide
- Supervisor of 20 employees
- Responsible for Employee performance reviews, discipline and payroll
- Maintained safe workplace and ensured that safety is the highest priority in the workplace
- Organized and participated in interview panels for potential new employees
- Responsible for making sure all tasks were completed 100% with quality work
- Maintained all back up equipment in work order

Trainings:

- Pesticide safety training from the Department of Agricultures
- Storm Water Management Training

(619) 697-8302

info@treebeardlandscape.com
treebeard@treebeardlandscape.com

P.O. Box 2777
Spring Valley, CA. 91979

TREEBEARD LANDSCAPE

City of San Diego Landscape Maintenance for
Black Mountain (MAD)
RFP 10090505-26-G

Tomas Trejo

9917 Campo Rd. Spring Valley, CA 91979

EXPERIENCE:

Treebeard Landscape – **April 2012 – Present**
Irrigation Specialist

- **Responsible for maintaining safe workplace and ensuring that safety is the highest priority in the workplace**
- **Evaluate landscape and irrigation needs**
- **Installed, repaired, and maintained irrigation system for Commercial clients**
- **Followed landscape maintenance schedules as provided by lead foreman**
- **Provides prescribed maintenance procedures as directed such as: Mowing, edging**
- **Pruning, hedging, raking, sweeping, weeding and pest control spraying.**
- **Experience in providing excellent customer services**
- **Performs job landscape maintenance duties as assigned**
- **Storm Water Management**
- **Maintained and cared for growing plants**
- **Removal of weeds, trash and any other harmful elements from HOA properties**
- **Fertilizing, plant material, pruning, cultivating of shrubs and trees**
- **Mowing lawn areas**
- **Collaborates with team to ensure timely completion of irrigation projects, often under tight deadlines**
- **Experience of minor irrigation repairs**
- **Proper operation of landscape equipment**
- **Plant grass, flowers, trees and shrubs, adding topsoil to produce effect or nourishment required**
- **Notify Manager of equipment, landscape, building and other items needing repairs**

TRAINING:

- **Pesticide safety training from the Department of Agricultures**
- **Storm Water Management Training**

(619) 697-8302

info@treebeardlandscape.com
treebeard@treebeardlandscape.com

P.O. Box 2777
Spring Valley, CA. 91979

TREEBEARD LANDSCAPE

City of San Diego Landscape Maintenance for
Black Mountain(MAD)
RFP 10090505-26-G

Amado Olascuaga

9917 Campo Rd.
Spring Valley, CA 91979

SUMMARY

Highly seasoned and reliable Landscape Worker with an excellent customer satisfaction record and stellar work ethic. Exceptional physical stamina to handle all kinds of landscaping and grounds keeping work in both hot and cold weather as needed. Able to work well independently with little to no supervision or as a member of a professional outdoor maintenance team.

EXPERIENCE:

LANDSCAPE CREW MEMBER
Treebeard Landscape, Inc. **June 2008 – Present**
Spring Valley, CA 91979

- **Provides regular maintenance operations and monitors work site.**
- **Performs daily routine work on City of San Diego Maintenance Assessments**
- **Performs job landscape maintenance duties as assigned**
- **Provides prescribed maintenance procedures as directed such as: Mowing, edging,**
- **Pruning, hedging, raking, sweeping, weeding and pest control spraying.**
- **Improves over all appearance of all areas with the Maintenance Assessments**
- **Keeps tools, machines and all other company equipment in working order**
- **Applies granular chemicals and fertilizers after proper training under the pest control applicator guidance.**
- **Maintained and cared for growing plants**
- **Removed weeds, trash other harmful elements from HOA Properties**
- **Fertilizing, plant material, pruning, cultivating of shrubs and trees**
- **Mowing lawn areas**
- **Edging of lawn areas and ground cover**
- **Experience of Minor irrigation repairs**
- **Proper operation of landscape equipment.**

Trainings:

- **Pesticide safety training from the Department of Agricultures**
- **Storm Water Management Training**

(619) 697-8302

info@treebeardlandscape.com
treebeard@treebeardlandscape.com

P.O. Box 2777
Spring Valley, CA. 91979

TREEBEARD LANDSCAPE

City of San Diego
Landscape Maintenance for
Black Mountain (MAD)
RFP 10090505-26-G

Gabriel Rodriguez

9917 CAMPO RD. SPRING VALLEY, CA 91979

Experience:
Forman
Treebeard Landscape, Inc. **September 14,1988 – Present**

- **Ensured the repair and maintenance of landscaping equipment, minimizing downtime and operational cost**
- **Communicates directly with Grounds maintenance manager**
- **Supervises all extraordinary work that is required**
- **Oversees all stages of work from start to completion for extraordinary work**
- **Responsible for maintaining safe workplace and ensuring that safety is the highest priority in the workplace**
- **Turf and Infield Maintenance Crew leader**
- **Supervisor of 10 employees**
- **Responsible for making sure all tasks were completed 100% with quality work**
- **Supervises The Rancho San Diego Crew**
- **Monitors quality landscape installation of irrigation renovation**
- **Ensures crew members performs quality work in a safe working environment**
- **Ensures all deadlines are kept and job is completed as scheduled**
- **Knowledge in irrigation repairs to mainline, backflows, remote control valves and installation of drip irrigation systems**
- **Knowledge of Smart irrigation controllers, programming and installation**
- **Responsible for maintaining safe workplace and ensuring that safety is the highest priority in the workplace**
- **Current California Driver's License, which allows mobility driving jobsite to jobsite**
- **Communicates with administrative staff once all change orders and final inspection is completed**
- **Responsible for maintaining safe workplace and ensuring that safety is the highest priority in the workplace**

TRAININGS:

- **Pesticide safety training from the Department of Agricultures**
- **Storm Water Management Training**
- **Recycle Water Training Management**

(619) 697-8302

info@treebeardlandscape.com
treebeard@treebeardlandscape.com

P.O. Box 2777
Spring Valley, CA. 91979

TREEBEARD LANDSCAPE

City of San Diego
Landscape Maintenance for
Black Mountain (MAD)
RFP 10090505-26-G

Jose Luis Garcia
9917 Campo Rd. Spring Valley, CA. 91979

EXPERIENCE:

Forman
Treebeard Landscape, Inc. **May 1, 2018 – Present**
Spring Valley, CA 91979

- Provides regular maintenance operations and monitors work site.
- Over 15 years of landscape experience
- Performs daily routine work on City of San Diego Maintenance Assessments
- Performs job landscape maintenance duties as assigned
- Provides prescribed maintenance procedures as directed such as: Mowing, edging,
- Pruning, hedging, raking, sweeping, weeding and pest control spraying.
- Improves over all appearance of all areas with the Maintenance Assessments
- Keeps tools, machines and all other company equipment in working order
- Applies granular chemicals and fertilizers after proper training under the pest control applicator guidance.
- Storm Water Management
- Maintained and cared for growing plants
- Removed weeds, trash
- Fertilizing, plant material, pruning cultivating of shrubs and trees
- Mowing lawn areas
- Edging of lawn areas and ground cover
- Experience of Minor irrigation repairs
- Proper operation of landscape equipment.

LANDSCAPE LABOR
Brewer Lawn Care **June 2008– May 1, 2018**
San Diego, CA.

- Responsible for maintaining safe workplace and ensuring that safety is the highest priority in the workplace
- Followed landscape maintenance schedules as provided by lead foreman
- Provides prescribed maintenance procedures as directed such as: Mowing, edging,
- Pruning, hedging, raking, sweeping, weeding and pest control spraying.
- Experience in providing excellent customer services
- Fluent in English and Spanish, orally and in written form

Trainings:

- Pesticide safety training from the Department of Agricultures
- Storm Water Management Training

(619) 697-8302

info@treebeardlandscape.com
treebeard@treebeardlandscape.com

P.O. Box 2777
Spring Valley, CA. 91979

Contractor's License #388579

TREEBEARD LANDSCAPE

City of San Diego Landscape Maintenance for Black Mountain (MAD)
RFP 10090505-26-G

Octavio Benitez

9917 Campo Rd. Spring Valley, CA 91979

EXPERIENCE:

Treebeard Landscape – **September 2019 – Present**
Forman/Irrigation Specialist

- **Utilized strong analytical skills to diagnose issues and provides effective innovative solutions**
- **Evaluate landscape and irrigation needs**
- **Demonstrated exceptional Communication skills, facilitating clean understanding of clients needs**
- **Installed, repaired, and maintained irrigation system for Commercial clients**
- **Provides prescribed maintenance procedures as directed such as: Mowing, edging**
- **Pruning, hedging, raking, sweeping, weeding and pest control spraying.**
- **Experience in providing excellent customer services**
- **Performs job landscape maintenance duties as assigned**
- **Storm Water Management**
- **Maintained and cared for growing plants**
- **Removal of weeds, trash and any other harmful elements from HOA properties**
- **Fertilizing, plant material, pruning, cultivating of shrubs and trees**
- **Mowing lawn areas**
- **Collaborates with team to ensure timely completion of irrigation projects, often under tight deadlines**
- **Experience of minor irrigation repairs**
- **Proper operation of landscape equipment**
- **Plant grass, flowers, trees and shrubs, adding topsoil to produce effect or nourishment required**
- **Notify Manager of equipment, landscape, building and other items needing repairs**

TRAINING:

- **Pesticide safety training from the Department of Agricultures**
- **Storm Water Management Training**

(619) 697-8302

info@treebeardlandscape.com
treebeard@treebeardlandscape.com

P.O. Box 2777
Spring Valley, CA. 91979

TREEBEARD LANDSCAPE

City of San Diego
Landscape Maintenance
for Black Mountain (MAD)
RFP 10090505-26-G

Porfirio Orduña

9917 Campo Rd. Spring Valley, CA 91979

EXPERIENCE:
IRRIGATION SPECIALIST
POWER EQUIPMENT OPERATOR

TREEBEARD LANDSCAPE, Inc. **SEPTEMBER 1988 – PRESENT**

- Dedicated supervisor with over 25 years of experience
- Supervision of construction and landscape crews
- Strong Work ethic and critical thinking
- Power Equipment operator, proficient as a bobcat operator
- Installed new drip and sprinkler systems
- Ensures crew members performs quality work in a safe working environment
- Oversees all jobs duties to completed landscape maintenance projects
- Ensures all deadlines are kept and job is completed as scheduled
- Knowledge in irrigation repairs to mainline, backflows, remote control valves and installation of drip irrigation systems
- Knowledge of Smart irrigation controllers, programming and installation
- Responsible for maintaining safe workplace and ensuring that safety is the highest priority in the workplace
- Performed repairs and inspection on pipe line, Main lines, valves, and sprinklers for irrigation systems
- Fluent in English and Spanish, orally and in written form
- Current California Driver's License, which allows mobility driving jobsite to jobsite
- Communicates with administrative staff once all change orders and final inspection is completed
- Responsible for maintaining safe workplace and ensuring that safety is the highest priority in the workplace

TRAINING:

- Pesticide safety training from the Department of Agricultures
- Storm Water Management Training

(619) 697-8302

info@treebeardlandscape.com
treebeard@treebeardlandscape.com

P.O. Box 2777
Spring Valley, CA. 91979

Employee Background Check

Treebeard Landscape has conducted employee background checks, when requested or require doing so. We have submitted employee background check for the following agencies: County of San Diego, Department of Homeland Security U.S. Custom and Border Protection

Live Scan- Background Check

Porfirio Orduna
Luis Benitez
Jose Torres-Herrera
Jesus Vargas
Amado Olascuaga-Vences
Nelson Morales-Esteban
Kellen Deslauriers
Isaac Garibay
Robert Smith
Gustavo Gerardo Rodriguez-Sagrero
Jose Carmelo Perez
Pedro Razo-Flores
Octavio Benitez
Pablo Sanchez
Marco Hernandez-Murillo
Jose Luis Garcia
Felipe De Jesus Lopez

Department of Homeland Security-CBX Cross Border Xpress

Yahir Gairbay
Enrique Lara

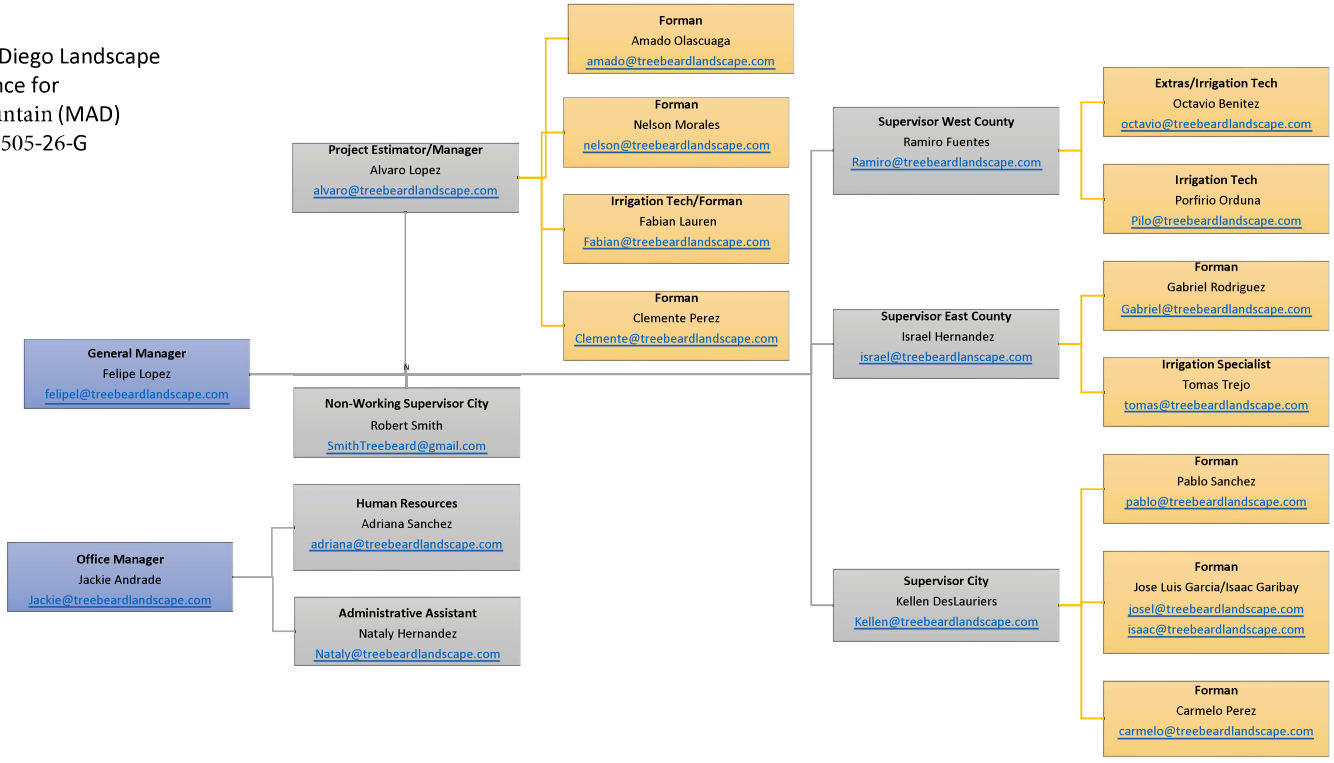
(619) 697-8302

info@treebeardlandscape.com
treebeard@treebeardlandscape.com

P.O. Box 2777
Spring Valley, CA. 91979

Treebeard Landscape Organization Chart

City of San Diego Landscape Maintenance for Black Mountain (MAD)
RFP 10090505-26-G



10090505-26-G

Landscape Maintenance for Black Mountain (MAD) Maintenance Assessment District

AVAILABILITY/GEOGRAPHICAL LOCATION OF PERSONNEL

Treebeard Landscape has the geographical knowledge of areas to be serviced throughout Black Mountain (MAD) Maintenance Assessment District. Listed below are additional City of San Diego Maintenance Assessment Districts that are currently maintained by our company.

Bay Terrace Park MAD Current Landscape Contractor Maintenance Services Provided for
City of San Diego
Calle Cristobal MAD Current Landscape Contractor Maintenance Services Provided
City of San Diego
Carmel Valley #10 MAD Current Landscape Maintenance Contractor Services Provided
City of San Diego
Carmel Valley (CVREP) Current Landscape Maintenance Contractor Services Provided
City of San Diego
FSDRIP MAD Current Landscape Contractor Maintenance Services Provided
City of San Diego
Genesee North Torrey MAD Current Landscape Maintenance Contractor Services Provided
City Of San Diego
Kings Row MAD Current Landscape Contractor Maintenance Services Provided
City of San Diego
Pacific Highlands MAD Current Landscape Contractor Maintenance Services Provided
City of San Diego
PUD – Current Landscape Contractor Maintenance Services Provided
City of San Diego
Rancho Encantada/Stonebridge Estates (Sycamore) MAD Current Landscaper Contractor Maintenance Services Provided City Of San Diego
North Park MAD Current Landscape Contractor Maintenance Services Provided
City of San Diego
Tierrasanta MAD Current Landscape Contractor Maintenance Services Provided
City of San Diego
Torrey Highlands MAD Current Landscape Contractor Maintenance Services Provided
City of San Diego
Rancho Encantada-Sycamore-Current Landscape Contractor Maintance Service Provided
City of San Diego

City of San Diego

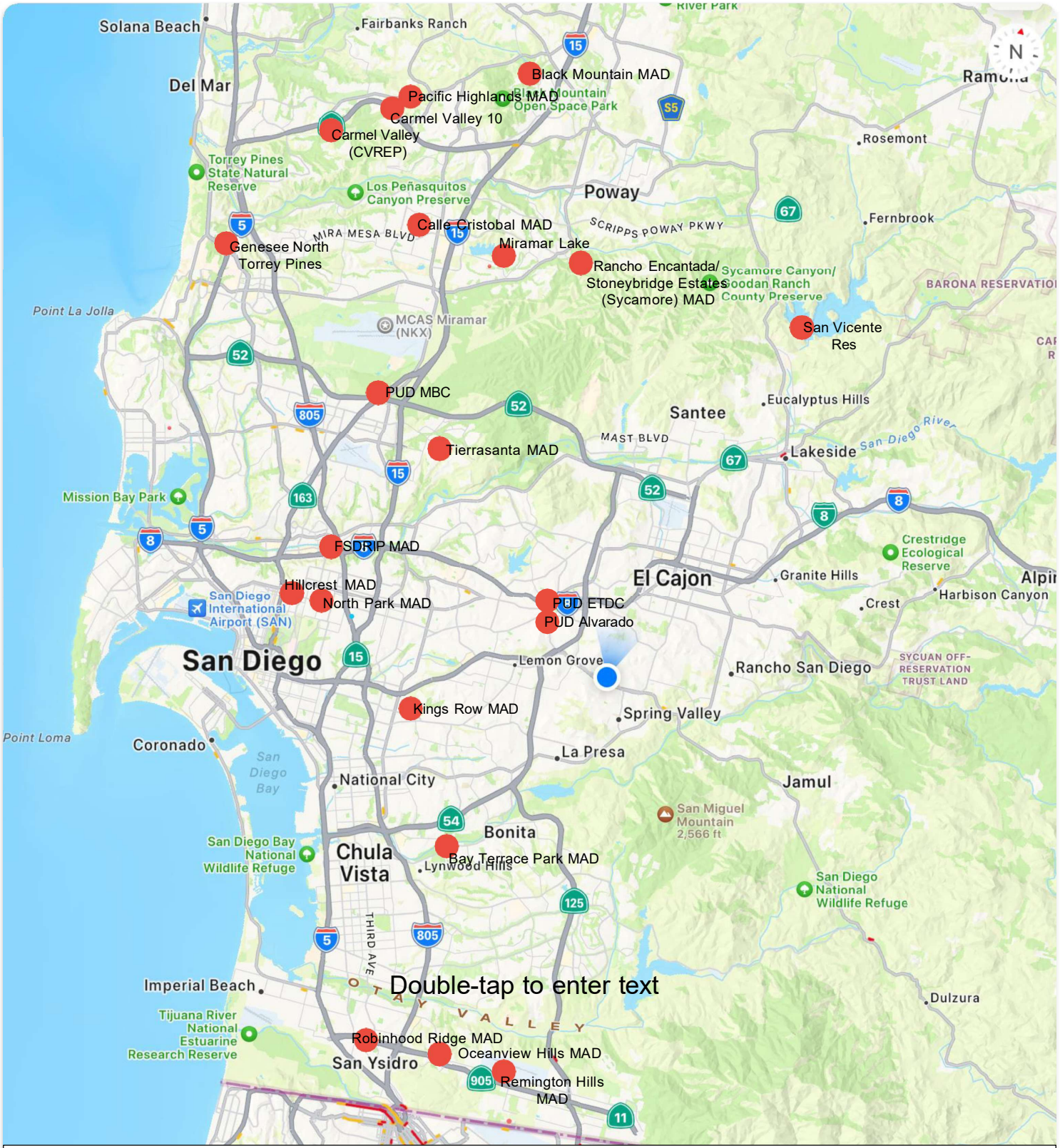
(619) 697-8302

info@treebeardlandscape.com
treebeard@treebeardlandscape.com

P.O. Box 2777
Spring Valley, CA. 91979

City of San Diego
Landscape Maintenance
for Black Mountain
(MAD) RFP
10090505-26-G

Availability/Geographical Location of Personnel Map



As the incumbent, we possess the geographical knowledge of areas to be services throughout Black Mountain (MAD) Maintenance Assessment District.

Listed above are additional City of San Diego Maintenance Districts that are currently maintained by our company and Maintenance Assessment Districts that we have maintained in past years, showing our complete knowledge of geographical locations throughout The City of San Diego

City of San Diego RFP 10090505-26-G Landscape Maintenance for Black Mountain (MAD) Maintenance Assessment District

Expertise and Past Performance Projects:

The Cottages HOA
Project Contact: Ron Ficalora (Property Manager)
Estimated Cost: $141,500.00 Completed Project Cost: $141,500.00
Turf Reduction project
Scope of Work:
Provide labor, equipment, and materials to remove approximately 31,000 square feet of grass and to replant with drought tolerant plant material. Work included retrofitting existing irrigation with a new drip irrigation system.

Work to included:
Application of herbicide and removal of dead grasses throughout the HOA (approximately 31,000 square feet of grass.
Installation of water retention rock garden, importing 25-2' to 3' boulders throughout the turf reduction areas, replanting all areas with drought tolerant plant material, capping off existing irrigation, installation of drip irrigation to all new plant material and installation of premium mulch as ground cover at approximately 3" in depth





(619) 697-8302

info@treebeardlandscape.com
treebeard@treebeardlandscape.com

P.O. Box 2777
Spring Valley, CA. 91979

City of San Diego RFP 10090505-26-G Landscape Maintenance for Black Mountain (MAD) Maintenance Assessment District

Expertise and Past Performance Projects:

Country View HOA
Project Contact: Robyn Maze (Board Member)
Estimated Cost: $45,000.00 Completed Project Cost: $45,000.00
Turf Reduction project
Scope of Work:
Provide labor, equipment, and materials to remove approximately 12,500 square feet of grass and to replant with drought tolerant plant material. Work included retrofitting existing irrigation with a new drip irrigation system.

Work to included:
Application of herbicide and removal of dead grasses throughout the HOA (approximately 12,500 square feet of grass). Installation of water retention rock garden, importing 10-3'' boulders throughout the turf reduction areas, replanting all areas with drought tolerant plant material, capping off existing irrigation, installation of drip irrigation to all new plant material and installation of premium mulch as ground cover at approximately 3" in depth





(619) 697-8302

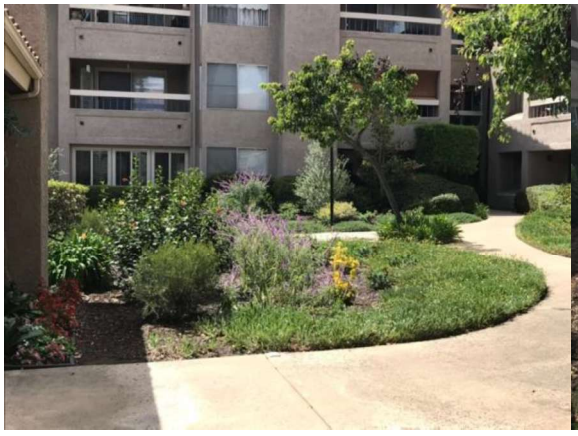
info@treebeardlandscape.com
treebeard@treebeardlandscape.com

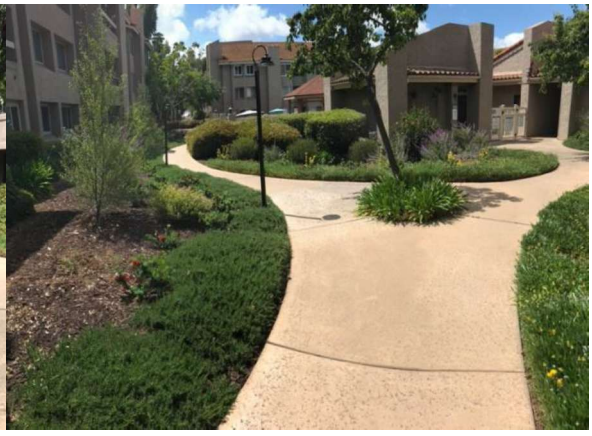
P.O. Box 2777
Spring Valley, CA. 91979

City of San Diego RFP 10090505-26-G Landscape Maintenance for Black Mountain (MAD) Maintenance Assessment District

Expertise and Past Performance Projects:
Mission Ridge HOA
Project Contact: Tina Rozycki (Property Manager)
Estimated Cost: $22,592.00 Completed Project Cost: $22,592.00
Turf Reduction Project
Scope of Work:
Provide labor, equipment, and materials to remove approximately 5,250 square feet of grass and to replant with drought tolerant plant material. Work included retrofitting existing irrigation with a new drip irrigation system.

Work to included:
Application of herbicide and removal of dead grasses throughout the HOA (approximately 5,250 square feet of grass). Installation of water retention rock garden, importing 5-2 ’’ boulders throughout the turf reduction areas, replanting all areas with drought tolerant plant material, capping off existing irrigation, installation of drip irrigation to all new plant material and installation of premium mulch as ground cover at approximately 3” in depth





(619) 697-8302

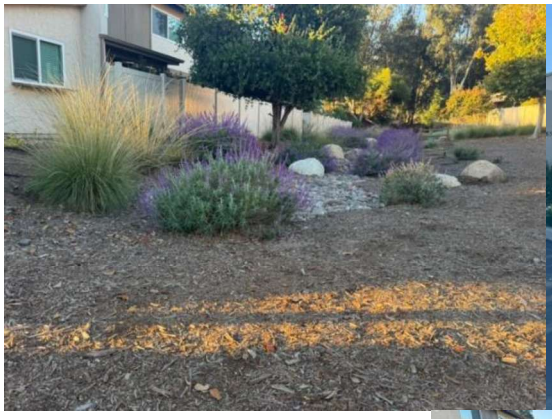
info@treebeardlandscape.com
treebeard@treebeardlandscape.com

P.O. Box 2777
Spring Valley, CA. 91979

City of San Diego RFP 10090505-26-G Landscape Maintenance for Black Mountain (MAD) Maintenance Assessment District

Expertise and Past Performance Projects:
Casa Del Sol HOA
Project Contact: Joanne Pernicano (Property Manager)
Estimated Cost: $111,367.00 Completed Project Cost: $111,367.00
Turf Reduction Project
Scope of Work:
Provide labor, equipment, and materials to remove approximately 34,110 square feet of grass and to replant with drought tolerant plant material. Work included retrofitting existing irrigation with a new drip irrigation system.

Work to included:
Application of herbicide and removal of dead grasses throughout the HOA (approximately 34,110 square feet of grass). Installation of water retention rock dry stream, importing 15-2'' boulders throughout the turf reduction areas, replanting all areas with drought tolerant plant material, capping off existing irrigation, installation of drip irrigation to all new plant material and installation of premium mulch as ground cover at approximately 3" in depth





(619) 697-8302

info@treebeardlandscape.com
treebeard@treebeardlandscape.com

P.O. Box 2777
Spring Valley, CA. 91979

City of San Diego RFP 10090505-26-G Landscape Maintenance for Black Mountain (MAD) Maintenance Assessment District

Expertise and Past Performance Projects:
Lakeridge HOA
Project Contact: Ron Ficalora (Property Manager)
Estimated Cost: $138,229.00 Completed Project Cost: $138,229.00
Turf Reduction project
Scope of Work:
Provide labor, equipment, and materials to remove approximately 31,700 square feet of grass and to replant with drought tolerant plant material. Work included retrofitting existing irrigation with a new drip irrigation system.

Work to included:
Application of herbicide and removal of dead grasses throughout the HOA (approximately 31,700 square feet of grass.
Installation of water retention rock garden, importing 15-2' to 3' boulders throughout the turf reduction areas, replanting all areas with drought tolerant plant material, capping off existing irrigation, installation of drip irrigation to all new plant material and installation of premium mulch as ground cover at approximately 3" in depth





(

619) 697-8302

info@treebeardlandscape.com
treebeard@treebeardlandscape.com

P.O. Box 2777
Spring Valley, CA. 91979

City of San Diego RFP 10090505-26-G Landscape Maintenance for Black Mountain (MAD) Maintenance Assessment District

Expertise and Past Performance Projects:
Rancho San Diego HOA
Project Contact: Ferdinand Ecija (Property Manager)
Estimated Cost: $239,215.00 Completed Project Cost: $239,215.00
Turf Reduction project
Scope of Work:
Provide labor, equipment, and materials to remove approximately 47,400 square feet of grass and to replant with drought tolerant plant material. Work included retrofitting existing irrigation with a new drip irrigation system.

Work to included:
Application of herbicide and removal of dead grasses throughout the HOA (approximately 47,400 square feet of grass.
Installation of three water retention rock garden, importing 30-2' to 3' boulders throughout the turf reduction areas, replanting all areas with drought tolerant plant material, capping off existing irrigation, installation of drip irrigation to all new plant material and installation of premium mulch as ground cover at approximately 3" in depth

WORK IN PROGRESS






(619) 697-8302

info@treebeardlandscape.com
treebeard@treebeardlandscape.com

P.O. Box 2777
Spring Valley, CA. 91979

TREEBEARD
LANDSCAPE

EXHIBIT C

TREEBEARD
LANDSCAPE
Since 1978

Landscape Maintenance for the
Black Mountain
(MAD) Maintenance Assessment District
10090505-26-G

(619) 697-8302

info@treebeardlandscape.com
treebeard@treebeardlandscape.com

P.O. Box 2777
Spring Valley, CA. 91979

EXHIBIT C

THE CITY OF SAN DIEGO

GENERAL CONTRACT TERMS AND PROVISIONS

APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS

ARTICLE I
SCOPE AND TERM OF CONTRACT

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

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

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

ARTICLE II
CONTRACT ADMINISTRATOR

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

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

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

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

ARTICLE III
COMPENSATION

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

3.2 Invoices.

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

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

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

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

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

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

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

3.2.6.2 Monthly Invoicing and Payments. Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5^{th}) 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 Contact, 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.

TREEBEARD
LANDSCAPE

EXHIBIT D

TREEBEARD
LANDSCAPE
Since 1978

Landscape Maintenance for the
Black Mountain
(MAD) Maintenance Assessment District
10090505-26-G

(619) 697-8302

info@treebeardlandscape.com
treebeard@treebeardlandscape.com

P.O. Box 2777
Spring Valley, CA. 91979

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 sections1810 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.

TREEBEARD
LANDSCAPE

EXHIBIT E

TREEBEARD
LANDSCAPE
Since 1978

Landscape Maintenance for the
Black Mountain
(MAD) Maintenance Assessment District
10090505-26-G

(619) 697-8302

info@treebeardlandscape.com
treebeard@treebeardlandscape.com

P.O. Box 2777
Spring Valley, CA. 91979

Pricing Schedule Template

PRICING SCHEDULE	**0**
PROPOSER NAME	**Treebeard Landscape Inc**
INSTRUCTIONS	**Black Mountain Ranch South MAD**

INSTRUCTIONS:	**Complete proposer name and all pricing entries highlighted in yellow under the Proposer Input tab. Failure to complete the City's Pricing Schedule in its entirety may result in a rejection of proposal as non-responsive. No other formats or forms for pricing will be accepted.**

Proposer's Input tab	
Contractor's Estimated Hours	Enter the minimum estimated time required to complete each task.
Labor Price per Hour	Enter the hourly rate charged to the City to complete each task.
Materials Price	Enter the estimated price for all materials required to complete each task.
Extraordinary Labor Price per Hour	Enter the hourly rate charged to the City for Extraordinary Labor.

Calculations for all columns are as follows:				
Contractor's Estimated Hours		(Provided by the Contractor)		
Labor Price per Hour		(Provided by the Contractor)		
Labor Price	=	Contractor's Estimated Hours	X	Labor Price per Hour
Materials Price		(Provided by the Contractor)		
Total (1) Time Price	=	Labor Price	+	Materials Price
Yearly Frequency		[Provided by the City]		
Yearly Task Price	=	Total (1) Time Price	X	Yearly Frequency
Yearly Hours	=	Contractor's Estimated Hours	X	Yearly Frequency
Monthly Task Price	=	Yearly Task Price (does not include Infrequent Tasks)	÷	12 months
Yearly Infrequent Task Price	=	Total (1) Time Price	X	Yearly Frequency
Extraordinary Labor Hours		[Provided by the City]		
Labor Price per Hour		(Provided by the Contractor)		
Materials for Extraordinary Labor		[Provided by the City]		

Auto Calc Summary Pricing tab		
Section A Totals:		**All Scheduled Tasks including Infrequent Tasks.**
Section B Total:		**Extraordinary Labor**
	Section A & B Total:	All Scheduled Tasks & Extraordinary Labor
Section C Total:		**Materials for Extraordinary Labor**
	Section A, B, & C Total	All Scheduled Tasks, Extraordinary Labor, and Materials for Extraordinary Labor
Grand Total:		**Estimated Contract Value for One (1) Year Term**

Pricing Schedule Template

PRICING SCHEDULE
PROPOSER NAME **Treebeard Landscape Inc**
PROPOSERS INPUT **Black Mountain Ranch South 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 (A)	*Medians Landscaped with Trees, Shrubs, Groundcover - Black Mountain Road/Carmel Valley Road). (Approximate Area: 218,857 sq. ft.). Black Mountain Road (Approximate Area: 6,511 sq. ft.) and Carmel Valley Road (Approximate Area: 212,346 sq. ft.)*										
A	1. Supervisory Inspection		1	$ 35.00	$ 34.00	$ -	$ 34.00	52	$ 1,768.00	52.0	$ 147.33	
A	2. Irrigation Inspection		16	$ 35.00	$ 560.00	$ 10.00	$ 570.00	26	$ 14,820.00	416.0	$ 1,235.00	
A	3. Litter Removal		4	$ 34.00	$ 136.00	$ 3.00	$ 139.00	52	$ 7,228.00	208.0	$ 602.33	
A	4. Weed Removal		16	$ 34.00	$ 544.00	$ 5.00	$ 549.00	26	$ 14,274.00	416.0	$ 1,189.50	
A	5. Pruning - Trees		16	$ 34.00	$ 544.00	$ 48.00	$ 592.00	2	$ 1,184.00	32.0		$ 1,184.00
A	6. Pruning – Shrubs and Groundcover		72	$ 34.00	$ 2,448.00	$ 48.00	$ 2,496.00	6	$ 14,976.00	432.0		$ 14,976.00
A	7. Fertilization-Complete		8	$ 34.00	$ 272.00	$ 679.00	$ 951.00	3	$ 2,853.00	24.0		$ 2,853.00
							Category II (A)	**Total:**	**$ 57,103.00**	**1,580.0**	**$ 3,174.17**	**$ 19,013.00**
	Category II (B)	*Medians Landscaped with Trees, Shrubs, Groundcover - Camino Del Sur Approximately 323,533 Sq. Ft.*										
A	1. Supervisory Inspection		1	$ 35.00	$ 35.00	$ -	$ 35.00	52	$ 1,820.00	52.0	$ 151.67	
A	2. Irrigation Inspection		16	$ 35.00	$ 560.00	$ 10.00	$ 570.00	26	$ 14,820.00	416.0	$ 1,235.00	
A	3. Litter Removal		4	$ 34.00	$ 136.00	$ 3.00	$ 139.00	52	$ 7,228.00	208.0	$ 602.33	
A	4. Weed Removal		24	$ 34.00	$ 816.00	$ 5.00	$ 821.00	26	$ 21,346.00	624.0	$ 1,778.83	
A	5 Pruning - Trees		8	$ 34.00	$ 272.00	$ 48.00	$ 320.00	4	$ 1,280.00	32.0		$ 1,280.00
A	6 Pruning – Shrubs and Groundcover		96	$ 34.00	$ 3,264.00	$ 48.00	$ 3,312.00	12	$ 39,744.00	1,152.0	$ 3,312.00	
A	7 Edging		8	$ 34.00	$ 272.00	$ 24.00	$ 296.00	12	$ 3,552.00	96.0	$ 296.00	
A	8 Fertilization-Complete		16	$ 34.00	$ 544.00	$ 1,003.00	$ 1,547.00	3	$ 4,641.00	48.0		$ 4,641.00
							Category II (B)	**Total:**	**$ 94,431.00**	**2,628.0**	**$ 7,375.83**	**$ 5,921.00**
	Category III	*Medians Hardscaped Black Mountain Road Approximate Area: 3,100 sq. ft*										
A	1. Supervisory Inspection		0.5	$ 35.00	$ 17.50	$ -	$ 17.50	52	$ 910.00	26.0	$ 75.83	
A	2. Litter Removal		0.5	$ 34.00	$ 17.00	$ 3.00	$ 20.00	52	$ 1,040.00	26.0	$ 86.67	
A	3. Weed Removal		0.5	$ 34.00	$ 17.00	$ 2.00	$ 19.00	12	$ 228.00	6.0	$ 19.00	
A	4. Sweeping- Concrete		1	$ 34.00	$ 34.00	$ -	$ 34.00	4	$ 136.00	4.0		$ 136.00
							Category III	**Total:**	**$ 2,314.00**	**62.0**	**$ 181.50**	**$ 136.00**
	Category V (A)	*Rights-of-Way or Adjacent Areas Landscaped with Trees, Shrubs, Groundcover - Black Mountain Road/Carmel Valley Road Approximate Area 317,866 Sq Ft (21,209 Sq Ft Black Mountain Road) and (296,657 Sq Ft Carmel Valley Road)*										
A	1. Supervisory Inspection		1	$ 35.00	$ 35.00	$ -	$ 35.00	52	$ 1,820.00	52.0	$ 151.67	
A	2. Irrigation Inspection		16	$ 35.00	$ 560.00	$ 10.00	$ 570.00	26	$ 14,820.00	416.0	$ 1,235.00	
A	3. Litter Removal		4	$ 34.00	$ 136.00	$ 5.00	$ 141.00	52	$ 7,332.00	208.0	$ 611.00	
A	4. Weed Removal		24	$ 34.00	$ 816.00	$ 3.00	$ 819.00	26	$ 21,294.00	624.0	$ 1,774.50	
A	5. Pruning - Trees		8	$ 34.00	$ 272.00	$ 48.00	$ 320.00	2	$ 640.00	16.0		$ 640.00
A	6 Pruning – Shrubs and Groundcover		72	$ 34.00	$ 2,448.00	$ 48.00	$ 2,496.00	4	$ 9,984.00	288.0		$ 9,984.00
A	7 Fertilization-Complete		8		$ -	$ 985.00	$ 985.00	3	$ 2,955.00	24.0		$ 2,955.00
							Category V (A)	**Total:**	**$ 58,845.00**	**1,628.0**	**$ 3,772.17**	**$ 13,579.00**
	Category V (B)	*Rights-of-Way or Adjacent Areas Landscaped with Trees, Shrubs, Groundcover - Camino Del Sur/San Dieguito Road Approximate Area 76,884 Sq Ft Carmel Valley Road to Bridge at North Lights*										
A	1. Supervisory Inspection		1	$ 35.00	$ 35.00	$ -	$ 35.00	52	$ 1,820.00	52.0	$ 151.67	
A	2. Irrigation Inspection		16	$ 35.00	$ 560.00	$ 10.00	$ 570.00	26	$ 14,820.00	416.0	$ 1,235.00	
A	3. Litter Removal		4	$ 34.00	$ 136.00	$ 5.00	$ 141.00	52	$ 7,332.00	208.0	$ 611.00	
A	4. Weed Removal		8	$ 34.00	$ 272.00	$ 3.00	$ 275.00	26	$ 7,150.00	208.0	$ 595.83	
A	5. Pruning - Trees		4	$ 34.00	$ 136.00	$ 48.00	$ 184.00	4	$ 736.00	16.0		$ 736.00
A	6. Pruning – Shrubs and Groundcover		24	$ 34.00	$ 816.00	$ 48.00	$ 864.00	12	$ 10,368.00	288.0	$ 864.00	
A	7. Edging		2	$ 34.00	$ 68.00	$ 24.00	$ 92.00	12	$ 1,104.00	24.0	$ 92.00	
A	8. Fertilization-Complete		4	$ 34.00	$ 136.00	$ 238.00	$ 374.00	3	$ 1,122.00	12.0		$ 1,122.00
							Category V (B)	**Total:**	**$ 44,452.00**	**1,224.0**	**$ 3,549.50**	**$ 1,858.00**

Pricing Schedule Template

	Category VI	*Slopes Landscaped with Trees, Shrubs, Groundcover - Camino Del Sur /San Dieguito Road* *Approximate Area: 975,575 sq. ft. (792,595 sq. ft. – Camino del Sur / Carmel Valley Road to Bridge at Northern Lights) and (182,980 sq. ft. – San Dieguito Road / Bridge at Encendido to Fairbanks Ranch).*																
A		1. Supervisory Inspection	1	$ 35.00	$ 35.00	$ -	$ 35.00	52	$ 1,820.00	52.0	$ 151.67							
A		2. Irrigation Inspection	20	$ 35.00	$ 700.00	$ 10.00	$ 710.00	26	$ 18,460.00	520.0	$ 1,538.33							
A		3. Litter Removal	4	$ 34.00	$ 136.00	$ 10.00	$ 146.00	52	$ 7,592.00	208.0	$ 632.67							
A		4. Weed Removal	16	$ 34.00	$ 544.00	$ 5.00	$ 549.00	26	$ 14,274.00	416.0	$ 1,189.50							
A		5. Pruning - Trees	8	$ 34.00	$ 272.00	$ 48.00	$ 320.00	2	$ 640.00	16.0		$ 640.00						
A		6. Pruning – Shrubs and Groundcover	120	$ 34.00	$ 4,080.00	$ 48.00	$ 4,128.00	4	$ 16,512.00	480.0		$ 16,512.00						
A		7. Fertilization-Complete	24	$ 34.00	$ 816.00	$ 3,024.00	$ 3,840.00	3	$ 11,520.00	72.0		$ 11,520.00						
A		8. Weed Whipping of Grasslands	20	$ 34.00	$ 680.00	$ -	$ 680.00	2	$ 1,360.00	40.0		$ 1,360.00						
							Category VI	**Total:**	**$ 72,178.00**	**1,804.0**	**$ 3,512.17**	**$ 30,032.00**						
	Category VII	*Fire Station 46* *Approximate Area 16,898 Sq Ft*																
A		1. Irrigation Inspection	0.5	$ 35.00	$ 17.50	$ 5.00	$ 22.50	12	$ 270.00	6.0	$ 22.50							
A		2. Weed Removal	8	$ 34.00	$ 272.00	$ 3.00	$ 275.00	12	$ 3,300.00	96.0	$ 275.00							
A		3. Pruning – Shrubs and Groundcover	8	$ 34.00	$ 272.00	$ 48.00	$ 320.00	4	$ 1,280.00	32.0		$ 1,280.00						
A		4. Pruning - Trees	2	$ 34.00	$ 68.00	$ 48.00	$ 116.00	2	$ 232.00	4.0		$ 232.00						
A		5. Fertilization-Complete	0.5	$ 34.00	$ 17.00	$ 52.00	$ 69.00	4	$ 276.00	2.0		$ 276.00						
A		6. Sweeping - Hardscape	0.5	$ 34.00	$ 17.00	$ -	$ 17.00	12	$ 204.00	6.0	$ 17.00							
							Category VII	**Total:**	**$ 5,562.00**	**146.0**	**$ 314.50**	**$ 1,788.00**						
	Category XI	*Gutters* *Approximate Area: 81,684 lin Ft (3,947 lin Ft Black Mountain road), (28,032 lin Ft Carmel Valley Road), (38,825 lin Ft Camino Del Sur) and (10,880 lin Ft Sandieguito*																
A		1. Supervisory Inspection	1	$ 35.00	$ 35.00	$ -	$ 35.00	52	$ 1,820.00	52.0	$ 151.67							
A		2. Litter Removal	2	$ 34.00	$ 68.00	$ 5.00	$ 73.00	52	$ 3,796.00	104.0	$ 316.33							
A		3. Weed Removal	2	$ 34.00	$ 68.00	$ 3.00	$ 71.00	12	$ 852.00	24.0	$ 71.00							
A		4. Sweeping Curbs, Gutters	48	$ 34.00	$ 1,632.00	$ -	$ 1,632.00	12	$ 19,584.00	576.0	$ 1,632.00							
							Category XI	**Total:**	**$ 26,052.00**	**756.0**	**$ 2,171.00**	**$ -**						
	Category XII	*Concrete Brow Ditches* *Approximate Area: 4,241 lin ft (10 lin ft Black Mountain Road), (152 lin ft Carmel Valley Road), (640 lin ft Camino Del Sur) and (3,439 lin ft Sandieguito Road)*																
A		1. Supervisory Inspection	0.5	$ 35.00	$ 17.50	$ -	$ 17.50	52	$ 910.00	26.0	$ 75.83							
A		2. Litter Removal	2	$ 34.00	$ 68.00	$ -	$ 68.00	4	$ 272.00	8.0		$ 272.00						
A		3. Weed Removal	2	$ 34.00	$ 68.00	$ 3.00	$ 71.00	4	$ 284.00	8.0		$ 284.00						
A		4. Cleaning- Brow Ditches	6	$ 34.00	$ 204.00	$ -	$ 204.00	4	$ 816.00	24.0		$ 816.00						
							Category XII	**Total:**	**$ 2,282.00**	**66.0**	**$ 75.83**	**$ 1,372.00**						
	Category XIV (A)	*Other - Focal Points Black Mountain Road/ Carmel Valley Road* *Approximate Area: 2,600 sq ft*																
A		1. Supervisory Inspection	1	$ 35.00	$ 35.00	$ -	$ 35.00	52	$ 1,820.00	52.0	$ 151.67							
A		2. Irrigation Inspection	2	$ 35.00	$ 70.00	$ 5.00	$ 75.00	26	$ 1,950.00	52.0	$ 162.50							
A		3. Litter Removal	1	$ 34.00	$ 34.00	$ 2.00	$ 36.00	52	$ 1,872.00	52.0	$ 156.00							
A		4. Weed Removal	1	$ 34.00	$ 34.00	$ 2.00	$ 36.00	26	$ 936.00	26.0	$ 78.00							
A		5. Edging	1	$ 34.00	$ 34.00	$ 10.00	$ 44.00	12	$ 528.00	12.0	$ 44.00							
A		6. Pruning - Trees	2	$ 34.00	$ 68.00	$ 10.00	$ 78.00	4	$ 312.00	8.0		$ 312.00						
A		7. Pruning – Shrubs and Groundcover	2	$ 34.00	$ 68.00	$ 10.00	$ 78.00	12	$ 936.00	24.0	$ 78.00							
A		8. Fertilization - Complete	0.5	$ 34.00	$ 17.00	$ 8.00	$ 25.00	3	$ 75.00	1.5		$ 75.00						
							Category XIV (A)	**Total:**	**$ 8,429.00**	**227.5**	**$ 670.17**	**$ 387.00**						
	Category XIV (B)	*Other Sidewalks/ Bridge Hardscape – Black Mountain Ranch South* *Approximate Area: 201,644 sq ft (15,542 sq ft Black Mountain Road), (106,115 sq ft Carmel Valley Road), (78,482 sq ft Camino Del Sur) and (1,505 sq ft Sandieguito Road*																
A		1. Supervisory Inspection	1	$ 35.00	$ 35.00	$ -	$ 35.00	52	$ 1,820.00	52.0	$ 151.67							
A		2. Litter Removal	1	$ 34.00	$ 34.00	$ 3.00	$ 37.00	52	$ 1,924.00	52.0	$ 160.33							
A		3. Weed Removal	2	$ 34.00	$ 68.00	$ 3.00	$ 71.00	12	$ 852.00	24.0	$ 71.00							
A		4. Sweeping - Hardscape	1	$ 34.00	$ 34.00	$ -	$ 34.00	26	$ 884.00	26.0	$ 73.67							
							Category XIV (B)	**Total:**	**$ 5,480.00**	**154.0**	**$ 456.67**	**$ -**						

Pricing Schedule Template

	Category XIV (C)	*Other - Carmel Valley Road Medians Mulched* *Approximate Area 181,572 sq ft*																	
A		1. Supervisory Inspection		1	$ 35.00	$ 35.00	$ -	$ 35.00	52	$ 1,820.00	52.0	$ 151.67							
A		2. Litter Removal		2	$ 34.00	$ 68.00	$ 5.00	$ 73.00	52	$ 3,796.00	104.0	$ 316.33							
A		3. Weed Removal		2	$ 34.00	$ 68.00	$ 5.00	$ 73.00	26	$ 1,898.00	52.0	$ 158.17							
								Category XIV (C)	**Total:**	**$ 7,514.00**	**208.0**	**$ 626.17**	**$ -**						
A	**Routine Service**	All scheduled tasks including infrequent tasks.	**Section A:**					**Estimated Yearly Task Price**	**Total:**	**$ 384,642.00**	N/A	N/A	N/A						
								Estimated Yearly Hours	**Total:**	N/A	**10,483.50**	N/A	N/A						
								Estimated Monthly Task Price	**Total:**	N/A	N/A	**$ 25,879.67**	N/A						
								Estimated Infrequent Task Price	**Total:**	N/A	N/A	N/A	**$ 74,086.00**						
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	$ 35.00	$ 70,000.00	N/A	N/A	N/A	$ 70,000.00	N/A	N/A	N/A						
			Section B:					**Estimated Yearly Extraordinary Labor Price**	**Total:**	**$ 70,000.00**									
C	**Materials for Extraordinary Labor**	The cost of five thousand ($5,000) dollars [Provided by the City] will be added to the bid price to determine the overall lowest bid.		N/A	N/A	N/A	$ 5,000.00	N/A	N/A	$ 5,000.00	N/A	N/A	N/A						
			Section C:					**Estimated Yearly Materials for Extraordinary Labor Price**	**Total:**	**$ 5,000.00**									

Pricing Schedule Template

PRICING SCHEDULE 0
PROPOSER NAME Treebeard Landscape Inc
AUTO CALC SUMMARY PRICING Black Mountain Ranch South 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 (A)	Medians Landscaped with Trees, Shrubs, Groundcover - Black Mountain Road/Carmel Valley Road). (Approximate Area: 218,857 sq. ft.). Black Mountain Road (Approximate Area: 6,511 sq. ft.) and Carmel Valley Road (Approximate Area: 212,346 sq. ft.)	$ 57,103.00	1,580.00	$ 3,174.17	$ 19,013.00
A	Category II (B)	Medians Landscaped with Trees, Shrubs, Groundcover - Camino Del Sur Approximately 323,533 Sq. Ft.	$ 94,431.00	2,628.00	$ 7,375.83	$ 5,921.00
A	Category III	Medians Hardscaped Black Mountain Road Approximate Area: 3,100 sq. ft	$ 2,314.00	62.00	$ 181.50	$ 136.00
A	Category V (A)	Rights-of-Way or Adjacent Areas Landscaped with Trees, Shrubs, Groundcover - Black Mountain Road/Carmel Valley Road Approximate Area 317,866 Sq Ft (21,209 Sq Ft Black Mountain Road) and (296,657 Sq Ft Carmel Valley Road)	$ 58,845.00	1,628.00	$ 3,772.17	$ 13,579.00
A	Category V (B)	Rights-of-Way or Adjacent Areas Landscaped with Trees, Shrubs, Groundcover - Camino Del Sur/San Dieguito Road Approximate Area 76,884 Sq Ft Carmel Valley Road to Bridge at North Lights	$ 44,452.00	1,224.00	$ 3,549.50	$ 1,858.00
A	Category VI	Slopes Landscaped with Trees, Shrubs, Groundcover - Camino Del Sur /San Dieguito Road Approximate Area: 975,575 sq. ft. (792,595 sq. ft. – Camino del Sur / Carmel Valley Road to Bridge at Northern Lights) and (182,980 sq. ft. – San Dieguito Road / Bridge at Encendido to Fairbanks Ranch).	$ 72,178.00	1,804.00	$ 3,512.17	$ 30,032.00
A	Category VII	Fire Station 46 Approximate Area 16,898 Sq Ft	$ 5,562.00	146.00	$ 314.50	$ 1,788.00
A	Category XI	Gutters Approximate Area: 81,684 lin Ft (3,947 lin Ft Black Mountain road), (28,032 lin Ft Carmel Valley Road), (38,825 lin Ft Camino Del Sur) and (10,880 lin Ft Sandieguito	$ 26,052.00	756.00	$ 2,171.00	$ -
A	Category XII	Concrete Brow Ditches Approximate Area: 4,241 lin ft (10 lin ft Black Mountain Road), (152 lin ft Carmel Valley Road), (640 lin ft Camino Del Sur) and (3,439 lin ft Sandieguito Road)	$ 2,282.00	66.00	$ 75.83	$ 1,372.00
A	Category XIV (A)	Other - Focal Points Black Mountain Road/ Carmel Valley Road Approximate Area: 2,600 sq ft	$ 8,429.00	227.50	$ 670.17	$ 387.00
A	Category XIV (B)	Other Sidewalks/ Bridge Hardscape – Black Mountain Ranch South Approximate Area: 201,644 sq ft (15,542 sq ft Black Mountain Road), (106,115 sq ft Carmel Valley Road), (78,482 sq ft Camino Del Sur) and (1,505 sq ft Sandieguito Road	$ 5,480.00	154.00	$ 456.67	$ -
A	Category XIV (C)	Other - Carmel Valley Road Medians Mulched Approximate Area 181,572 sq ft	$ 7,514.00	208.00	$ 626.17	$ -
A	**Routine Service**	All Scheduled Tasks including Infrequent Tasks.	**Section A Totals:** **$ 384,642.00**	**10,483.50**	**$ 25,879.67**	**$ 74,086.00**

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:** **$ 70,000.00**	2,000

Section A and B Total: **$ 454,642.00**

Section		Description	Estimated Total Price Per Year
C	**Materials for Extraordinary Labor**	The cost of five thousand ($5,000) dollars [Provided by the City] will be added to the bid price to determine the overall lowest bid.	**Section C Total:** **$ 5,000.00**

Pricing Schedule Template

			Section A, B, and C Total:	$ 459,642.00
A, B, C	Grand Total	Estimated Contract Value, One (1) Year Term:	Total Proposal (One Year)	$ 459,642.00