



**CONTRACT BETWEEN
THE CITY OF SAN DIEGO
AND
CENTER FOR EMPLOYMENT OPPORTUNITIES (CEO)
FOR BRUSH AND WEED ABATEMENT PROJECTS**

CONTRACT

This Contract is entered into by and between the City of San Diego, a municipal corporation (City), and Center for Employment Opportunities (Contractor).

RECITALS

City needs brush and weed abatement services as further described in the Scope of Services (Services), attached hereto as Exhibit A.

Contractor has the expertise, experience, equipment, and personnel necessary to provide the Services and City forces are presently unable to adequately provide the required Services.

City and Contractor (collectively, the Parties) wish to enter into an agreement whereby City will retain Contractor to provide the Services.

Contractor is a Non-Profit Organization under Section 501(c)(3) of the U.S. Internal Revenue Code.

Pursuant to SDMC section 22.3210, the Purchasing Agent has certified that this Contract is exempt from competitive bidding requirements because this Contract furthers a specific public policy, is in the public interest, and does not exceed the threshold set forth in the SDMC.

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 Services. Contractor shall provide the Services described in Exhibit A, which is incorporated herein by reference.

1.2 Contract Administrator. The Transportation & Storm Water Department (Department) is the Contract Administrator for this Contract. The Contract Administrator's contact information is as follows:

Juan Aguirre
2781 Caminito Chollas, San Diego CA 92105 Mail Station 44
(619) 527-8050
JGAguirre@sandiego.gov

1.3 General Contract Terms and Provisions. This Contract incorporates by reference City's General Contract Terms and Provisions, attached hereto as Exhibit B.

1.4 Submittals Required with the Contract. Contractor is required to submit all forms and information listed in Exhibit C before this Contract is executed.

ARTICLE II DURATION OF CONTRACT

2.1 Contract Term. This Contract shall be for a period of five (5) year beginning Decemember 16, 2019 through Decmember 15, 2024. City may, in its sole discretion, extend this Contract for 0 additional 1 year period(s). Unless otherwise terminated, this Contract shall be effective until completion of Services or December 15, 2024 whichever is the earliest. 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. The City shall pay the Contractor for performance of all Services rendered in accordance with this Contract, including reasonably related expenses, in an amount not to exceed \$1,000,000.

3.2 Annual Appropriation of Funds. Contractor acknowledges that the Contract Term may extend over multiple City fiscal years, and Contractor understands and agrees 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. City may terminate the Contract if sufficient funds are not duly appropriated and authorized for any given fiscal year, or if funds appropriated and authorized for this Contract are exhausted before the fiscal year concludes. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by the City Council.

ARTICLE IV WAGE REQUIREMENTS

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

4.1 Living Wages. This Contract is subject to the City's Living Wage Ordinance (LWO), codified at SDMC sections 22.4201 through 22.4245. The LWO requires payment of minimum hourly wage rates and other benefits unless an exemption applies. SDMC section 22.4225 requires each Contractor to fill out and file a living wage certification with the City Manager within thirty (30) days of Award of the Contract. LWO wage and health benefit rates are adjusted annually in accordance with SDMC 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. In addition, Contractor 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.

4.1.1 Exemption from Living Wage Ordinance. Pursuant to SDMC section 22.4215, this Contract may be exempt from the LWO. For a determination on this exemption, Contractor must complete the Living Wage Ordinance Application for Exemption.

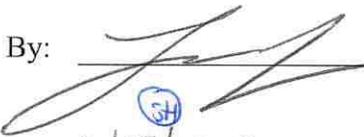
**ARTICLE V
CONTRACT DOCUMENTS**

5.1 Contract Documents. This Contract and the aforementioned exhibits constitute the Contract Documents. The Contract Documents completely describes the Services to be provided.

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

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

CONTRACTOR

By: 
Date: 1/27/2020

CITY OF SAN DIEGO

By: 
Director, Purchasing & Contracting
Date: 30 Jan 2020

Approved as to form this 3rd day of February, 2020.
MARA W. ELLIOTT, City Attorney

BY: 
Deputy City Attorney
Cassandra Mouglin

**EXHIBIT A
SCOPE OF SERVICES**

A. OVERVIEW

Contractor shall provide all weed abatement and brush management services for land managed by the Transportation and Storm Water Department, in the public right-of-way in the City of San Diego at locations (1) designated Priority Level 5 and 6 by SD Fire Marshall and (2) curb, parkways and sidewalk edges where vegetation encroaches on sidewalks, as will be assigned to Contractor by City.

Contractor shall maintain a minimum 8 person crew during all weed abatement and brush management project assignments.

Contractor shall provide and invoice for services using agreed daily rate method for all brush management and weed abatement services.

Contractor understands that other nonprofit contractors will be providing weed abatement and brush management services for locations designated as Priority Level 1, 2, and 4 as well as locations including paper streets, bike paths, center medians and shoulders considered medium to high density and center medians and shoulders with vegetation above certain heights considered low to medium density.

B. REQUIREMENTS AND TASKS

The Contractor shall perform the following Services at the direction of the City of San Diego.

Contractor shall provide labor and materials to perform citywide brush management and debris removal for locations managed by the Transportation and Storm Water Department in the public right-of-way and paper street right-of-way. Complete all work assigned, monitor, and evaluate completed work. Follow all resource agencies regulations (i.e. sensitive habitat, nesting season, access entry point, and storm water regulations). Complete work in a timely and efficient manner within project deadlines determined by the Contract Administrator.

The Contractor shall accomplish all services required under this contract between the hours of 7:00 a.m. and 5:00 p.m. The Contract Administrator may grant, on an individual basis, permission to perform contract maintenance at other hours.

No maintenance functions that generate excess noise, e.g., operations of power equipment which would cause annoyance to residents of the area, shall be commenced before 8:00 a.m. A copy of the site locations and work required at each location shall be provided to the Contractor's on-site crew at the start of the work. Additional work beyond what is initially specified may be given. The Contractor must be able to accommodate a flexible work schedule. Required work may vary from a partial day to several days or weeks. The Contractor shall conduct the work at all times in a manner which will not unreasonably

interfere with pedestrian traffic on adjacent sidewalks or vehicular traffic on adjacent streets.

Each Monday, Contractor shall report in writing, the previous weeks' completed work, to the Contract Administrator either through a fax transmittal, email communication, or on-site meeting. Written reporting shall include:

- Project Location
- Date Assigned
- Date Completed
- Hours of Work Performed Each Day
- Acres of Weeds Abated

The Contractor shall promptly remove all debris generated by Contractor's work required in the specifications of this contract. Immediately after working in areas of public streets, work site shall be swept "broom clean" and all other areas, where practical shall be raked clean. Contractor shall abide by all Federal, State, and local laws, and shall assume all liability for correct disposal methods. The Contractor shall be responsible for paying any and all fees associated with the disposal of debris under the terms of this contract.

The Contractor shall be responsible for all damages to trees, plants, materials, people, and/or property that occur as a result of the fault or negligence of Contractor with the performance of this work. Contractor personnel will immediately report any hazards, damages, defects, leaks, power outages, or any other problems or irregularities to the Street Division Emergency Line at 619-527-7500.

The Contractor and its employees shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible annoyance to the public. Contractor's staff shall work in neat and clean uniforms while at a job site. The Contractor will furnish their employees with a shirt, or some other type of upper body wear, bearing the company's identification. The Contract Administrator may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interest of the City of San Diego.

The Contractor shall maintain all work sites free of hazards to persons and/or property resulting from Contractor's operations. Any hazardous conditions noted by the Contractor which are not a result of the Contractor's operations shall be immediately reported to the Contract Administrator. All work under this contract shall be performed in such manner as to provide maximum safety to the public and, where applicable, to comply with all safety standards required by OSHA. The Contract Administrator reserves the right to issue restraint or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this contract.

Contractor shall maintain books, records, logs, documents, and other evidence sufficient to record all actions taken with respect to rendering the Services under this Contract throughout the performance of the Services and for five (5) years following completion of the Services under this Contract. Contractor further agrees to allow the City to inspect,

copy and audit such books, records, documents, logs, and other evidence at all reasonable times.