

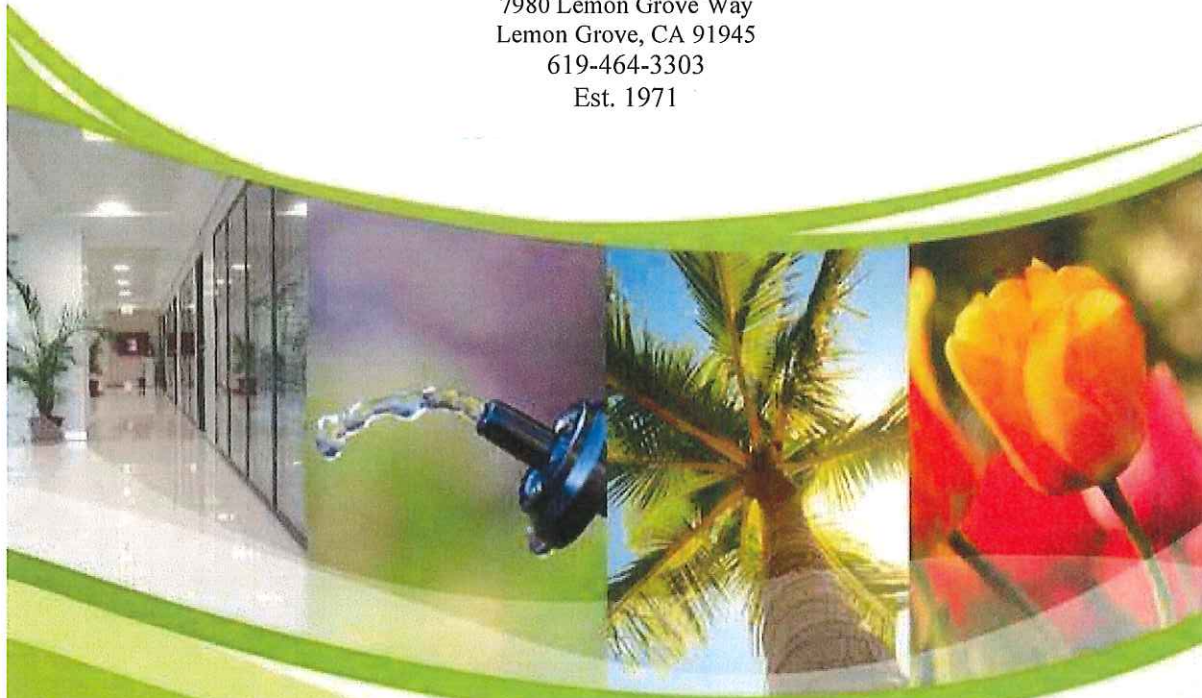


1200 Third Avenue, Suite 200
San Diego, CA 92021

Solicitation Number: 10087194-20-G
Landscape Maintenance for the designated center medians, rights-of-way and areas within the Gas Tax program

Due December 10, 2019 2:00 PM

Prepared by:
Aztec Landscaping, Inc.
7980 Lemon Grove Way
Lemon Grove, CA 91945
619-464-3303
Est. 1971



Maintenance | Tree Service | Landscape Development | Janitorial
www.azteclandscaping.com

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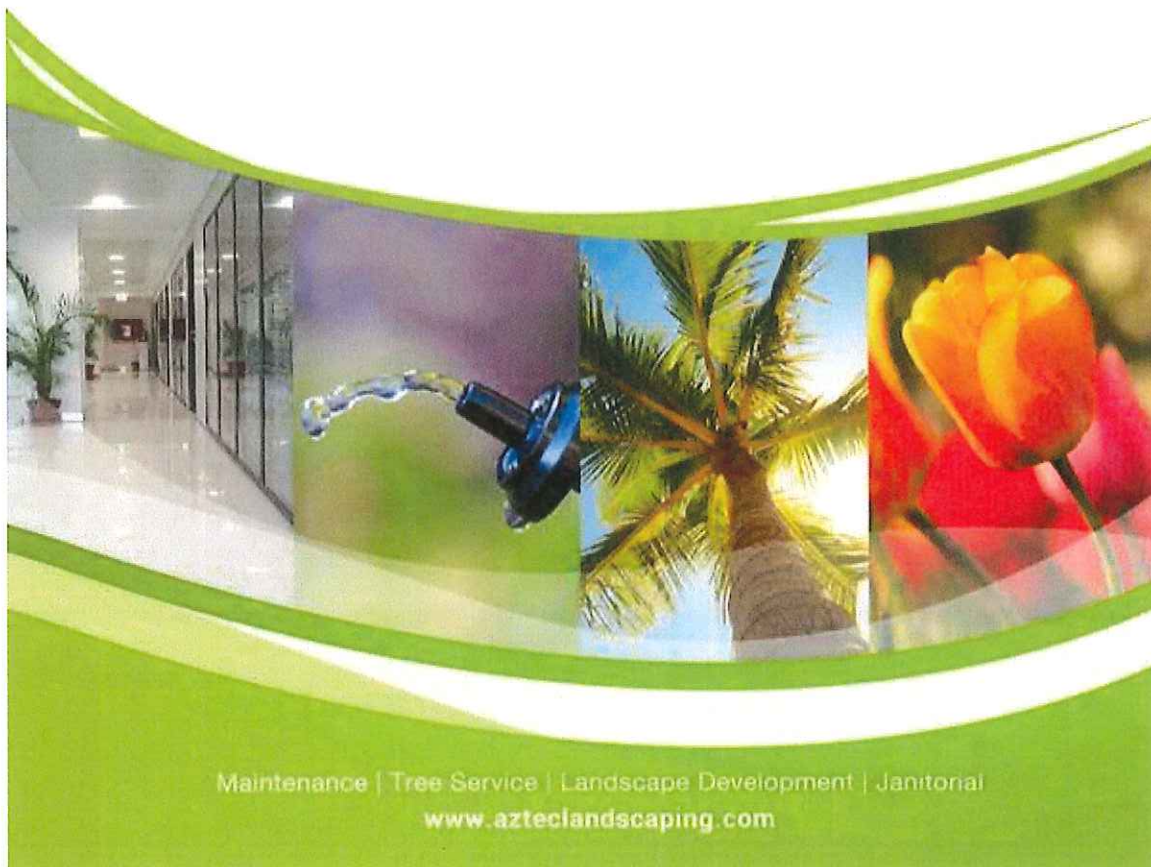
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ATTACHMENTS

- Addendum A
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- Remaining Pages of RFP

TAB A



Maintenance | Tree Service | Landscape Development | Janitorial
www.azteclandscaping.com

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

CONTRACTOR

Aztec Landscaping, Inc.
Proposer


7980 Lemon Grove Way
Street Address

Lemon Grove
City

(619) 464-3303
Telephone No.

rafael@azteclandscaping.com
E-Mail

CITY OF SAN DIEGO
A Municipal Corporation

BY: 

Kristina Peralta
Director, Purchasing & Contracting Department

15 FEB 2020
Date Signed

BY:


Signature of
Proposer's Authorized
Representative

Rafael A. Aguilar
Print Name

V.P. of Operations
Title

December 4, 2019
Date

Approved as to form this 11th day of
February, 2020.
MARA W. ELLIOTT, City Attorney

BY: 
Deputy City Attorney



AZTEC LANDSCAPING, INC.

LANDSCAPE MAINTENANCE • COMMERCIAL • INDUSTRIAL
7980 LEMON GROVE WAY, LEMON GROVE, CA. 91945 (619) 464-3303
STATE CONTRACTOR'S LICENSE NO. 642504

"Our Policy is Quality"

December 4, 2019

City of San Diego
Attn: Jerry Gibbs, Procurement Contracting Officer
1200 Third Avenue, Suite 200
San Diego, CA. 92101-4195

Re: RFP 10087194-20-G Landscape Maintenance for the Designated Center Medians, Rights-of-Way, and Areas within the Gas Tax Program.

Aztec Landscaping, Inc. (AZTEC) is prepared and committed to accept all terms and conditions outlined in RFP 10087194-20-G

We acknowledge receipt of Addendum A and B.

Thank you for your consideration.

Best regards,

Rafael A. Aguilar
V.P. of Operations

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

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

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

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

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

A. BID/PROPOSAL/SOLICITATION TITLE:

Landscape Maintenance for the designated center medians, rights-of-way and areas Gas Tax Program

B. BIDDER/PROPOSER INFORMATION:

Aztec Landscaping, Inc.			
Legal Name		DBA	
7980 Lemon Grove Way	Lemon Grove	CA	91945
Street Address	City	State	Zip
Rafael A. Aguilar, V.P. of Operations	(619) 464-3303	(619) 460-1106	
Contact Person, Title	Phone	Fax	

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

* The precise nature of the interest includes:

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

** 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.

Genaro Garcia	President
Name	Title/Position
San Diego, California	
City and State of Residence	Employer (if different than Bidder/Proposer)
Safety	
Interest in the transaction	

Rafael A. Aguilar	V.P. of Operations
Name	Title/Position
El Cajon, California	
City and State of Residence	Employer (if different than Bidder/Proposer)
Project Manager / Estimating	
Interest in the transaction	

Rafael C. Aguilar	Treasurer
Name	Title/Position
El Cajon, California	
City and State of Residence	Employer (if different than Bidder/Proposer)
Owner	
Interest in the transaction	

Ramon C. Aguilar	Secretary
Name	Title/Position
Jamul, California	
City and State of Residence	Employer (if different than Bidder/Proposer)
Owner	
Interest in the transaction	

Susana Michel	Financial Director
Name	Title/Position
Chula Vista, California	
City and State of Residence	Employer (if different than Bidder/Proposer)
Financial Manager/Account Receivable/Human Resources/ Insurance Compliance	
Interest in the transaction	

Alejandra Martinez	Accounts Payable
Name	Title/Position
El Cajon, California	
City and State of Residence	Employer (if different than Bidder/Proposer)
Account Payable/Prism Data Entry	
Interest in the transaction	

Mirian Escobedo	Human Resource Assistant
Name	Title/Position
Lemon Grove, California	
City and State of Residence	Employer (if different than Bidder/Proposer)
Payroll	
Interest in the transaction	

Rocio Alcalá	Administrative Assistant
Name	Title/Position
San Diego, California	
City and State of Residence	Employer (if different than Bidder/Proposer)
Preparing and submitting bids, proposals, invoices, licensing and other documents	
Interest in the transaction	

Elizabeth Salazar	Administrative Assistant
Name	Title/Position
EL Cajon, California	
City and State of Residence	Employer (if different than Bidder/Proposer)
Preparing and submitting proposals and invoices	
Interest in the transaction	

C. OWNERSHIP AND NAME CHANGES:

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

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

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

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

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

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

D. BUSINESS ORGANIZATION/STRUCTURE:

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

Corporation Date incorporated: 04/19/1989 State of incorporation: California

List corporation's current officers: President: Genaro Garcia
 Vice Pres: Rafael A. Aguilar
 Secretary: Ramon C. Aguilar
 Treasurer: Rafael C. Aguilar

Type of corporation: C Subchapter S

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

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

Is your firm a publicly traded corporation? Yes No

If **Yes**, how and where is the stock traded? N/A

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

N/A

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: N/A

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

N/A

Partnership Date formed: _____ State of formation: N/A

List names of all firm partners:

N/A

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:

N/A

Joint Venture Date formed: _____

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

N/A

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

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Name of Bank: Wells Fargo Bank

Point of Contact: Prash Patel

Address: 500 La Terraza Blvd. Suite 200 Escondido, CA 92025

Phone Number: (760) 432-5343

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

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

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

Business Tax Certificate No.: B1981004304 Year Issued: 2018

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: See Attached References

Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date: _____

Contract Amount: _____

Requirements of Contract: _____

Company Name: _____

Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date: _____

Contract Amount: _____

Requirements of Contract: _____

Company Name: _____

Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date: _____

Contract Amount: _____

Requirements of Contract: _____

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?
 Yes No

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

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?
 Yes No

REFERENCES

- Company:** City of San Diego
Contact: Steve Lucas, Grounds Maintenance Manager
Address: 202 C Street Floor 5 San Diego, CA 92101
Phone No.: (619) 685-1317
Email: SLucas@sandiego.gov
Contract Value: \$ 130,956.16 per year
Contract Term: 2017 - Current
Project Name: Landscape maintenance services of the Rights of Way and Areas within Gas Tax Medians
Scope of Services: Supervision, irrigation inspections and repairs, litter and weed control, fertilization of shrubs, turf and trees, sweeping walkways, brow ditch maintenance, pest control. This contract was and is performed 100% by AZTEC resources.
- Company:** San Diego Regional Airport Authority
Contact: Jeronimo Chavez, Contracts Specialist/Engineer
Address: P.O. Box 82776, San Diego, CA. 92138
Phone No.: 619-400-2733
Email: jchavez@san.org
Contract Value: \$ 2,887,789.00
Contract Term: 2006-2013 / 2013- 2018 / 2018-Current
Project Name: Landscape maintenance services at San Diego Airport
Scope of Services: Supervision, weed removal, litter removal, planter maintenance, disease and pest control, mowing, edging and trimming, pruning, post emergent' s, pre-emergent' s, fertilization of lawns, shrubs, and turf, top dressing, aerification, maintenance of irrigation systems and irrigation of lawns. Also includes landscape construction projects located at San Diego Airport, such as new landscape installation, xeriscapes design and install and design and installation of a "one-of-a-kind" and first Airport dog park. Aztec is proud to mention that we have been the Landscape Contractor for the San Diego Regional Airport for 17 consecutive years. This contract was and is performed 100% by AZTEC resources.
- Company:** City of Chula Vista
Contact: Quito Barajas, Open Space Inspector
Address: 1800 Maxwell Road Chula Vista, CA. 91911
Phone No.: 619-397-6259
Email: QBarajas@ci.chula-vista.ca.us
Contract Value: \$ 4,227,120.00 per year
Contract Term: 2019 - Current
Project Name: BID NO. B27-18/19 Landscape maintenance services at Open Space Areas – 7 Groups / 1, 2, 3, 5, 6, 7 and 10
Scope of Services: Supervision, weed removal, litter removal, planter maintenance, disease and pest control, mowing, edging and trimming, pruning, post emergent' s, pre-emergent' s, fertilization of lawns, shrubs, and turf, top dressing, aerification, maintenance of irrigation systems and irrigation of lawns. This contract is performed 100% by AZTEC resources.

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

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?
 Yes **No**

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

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?
 Yes **No**

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

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?
 Yes **No**

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

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?
 Yes **No**

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

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?
 Yes **No**

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?
 Yes **No**

Certification # N/A

3. Are you certified as any of the following:
a. Disabled Veteran Business Enterprise Certification # N/A
b. Woman or Minority Owned Business Enterprise Certification # N/A
c. Disadvantaged Business Enterprise Certification # N/A

J. WAGE COMPLIANCE:

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

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

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: Bee Best Bee Removal
Address: 9461 Grossmont Summit Dr Suite G, La Mesa, CA 91941
Contact Name: Jeff Lutz Phone: (619) 464-2057 Email: beebestinc@sbcglobal.net
Contractor License No.: PR6346 DIR Registration No.: 1000014931
Sub-Contract Dollar Amount: \$ TBD (per year) \$ TBD (total contract term)
Scope of work subcontractor will perform: Bee Removal
Identify whether company is a subcontractor or supplier: Subcontractor
Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified
Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: Atlas Environmental Inc.
Address: 9032 Olive Dr. Spring Valley, CA 91977
Contact Name: John Hamilton Phone: (619) 463-1707 Email: john@aztlastree.com
Contractor License No.: 593660 DIR Registration No.: 1000006871
Sub-Contract Dollar Amount: \$ TBD (per year) \$ TBD (total contract term)
Scope of work subcontractor will perform: Certified Arborist/Tree Pruning
Identify whether company is a subcontractor or supplier: subcontractor
Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified
Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

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

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

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

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

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

Complete all questions and sign below.

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

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

- (a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).
- (c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

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

Rafael Aguilar, V.P. of Operations

Name and Title



Signature

December 5, 2019

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.

CPL Cable Pipe Leak Detection
Dispatch - (619) 873-1530
Mpecoraro@cpldetection.com
1483 N 2nd Street # 201 El Cajon, CA 92021
License # 860181 DIR# 1000010206

Ahlee Backflow
Dispatch - (619) 239-1591
jan@ahleebackflow.com
9920 Prospect Ave # 104 Santee, CA 92071
License # 516561 DIR# 1000015816

James C Thompson
Cornerstone Consulting's
(760) 505-3683
jimtconerstone@gmail.com
P.O. Box 721764, San Diego, CA 92172

Hudson Safe T Lite
Amber Gibb
(619) 441-3644
amber@hudsonsafetlite.com
1215 N. Marshall Ave. El Cajon, CA 92022
License # 537523 DIR# 100008256
SLBE Certification # 11RC0312 / WBE

Bob's Crane Service
Michelle Drosis (619) 443-5887
Leo Zent (619) 443-5887
mdrosis@bobs Crane.com
leozent@bobs Crane.com
12101 CA 67 Lakeside CA. 92040
License# 971800 DIR# 100008256

SiteOne/Green Tech
Darin Thompson - (919) 455-7465
3 Chrysler Irvine, CA 92618
License # 995244 DIR# 1000017523

M.B. Oliver, Inc.
(DBA) - Agricultural Pest Control
Bobby Oliver
(858)538-8204
boliver@agpest.com
9917 Maine Ave.
Lakeside, CA 92040-3107
SB(Micro) Certification ID 26893
License PR2133 / DIR# 1000016208

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

Rafael A. Aguilar, V.P. of Operations

Print Name, Title



Signature

December 5, 2019

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 minority 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 Council Policy 100-10. 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 Council Policy 100-10 are cumulative to all other rights and remedies available to the City.

VII. Certifications.

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

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

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

VIII. List of Attachments.

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

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

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

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN
	None				

Contractor Name: Aztec Landscaping, Inc.

Certified By Rafael A. Aguilar Title V.P. of Operations
Name

 Date December 5, 2019
Signature

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue, Suite 200 • San Diego, CA 92101
Phone: (619) 236-6000 • Fax: (619) 236-5904

BB. WORK FORCE REPORT

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

**NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION**

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

Name of Company: Aztec Landscaping, Inc.

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 7980 Lemon Grove Way

City: Lemon Grove County: San Diego State: California Zip: 91945

Telephone Number: (619) 464-3303 Fax Number: (619) 460-1106

Name of Company CEO: Genaro Garcia

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

Address: same as above

City: same as above County: same as above State: same as above Zip: same as above

Telephone Number: (619) 464-3303 Fax Number: (619) 460-1106 Email: ggarcia@azteclandscaping.co

Type of Business: Service Provider Type of License: B C27 C61/D49 C61/D38

The Company has appointed: Mirian Escobedo

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

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

Telephone Number: (619)464-3303 ext. 107 Fax Number: (619)460-1106 Email: mirian@azteclandscaping.com

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

Check the box above that applies to this WFR.

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

I, the undersigned representative of Aztec Landscaping, Inc.

(Firm Name)

San Diego, California hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 5th day of December, 2019

(Authorized Signature)

Rafael A. Aguilar

(Print Authorized Signature Name)

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WORK FORCE REPORT – Page 2

NAME OF FIRM: Aztec Landscaping, Inc. DATE: 12/05/2019
 OFFICE(S) or BRANCH(ES): 7980 Lemon Grove Way 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			3	2										
Professional														
A&E, Science, Computer														
Technical														
Sales			13	1										
Administrative Support			1	6										
Services			7	9							1			
Crafts														
Operative Workers			2											
Transportation														
Laborers*			253	5										

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

Totals Each Column			279	23							1			
--------------------	--	--	-----	----	--	--	--	--	--	--	---	--	--	--

Grand Total All Employees 303

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: Aztec Landscaping, Inc.

DATE: 12/05/2019

OFFICE(S) or BRANCH(ES): 7980 Lemon Grove Way

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															
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Work Force Report

HISTORY

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

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report¹. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county². If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

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

TYPES OF WORK FORCE REPORTS:

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

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

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

RACE/ETHNICITY CATEGORIES

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

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

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

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

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

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

Exhibit A: Work Force Report Job Categories – Administration

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

Management & Financial

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

Professional

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

Architecture & Engineering, Science, Computer

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

Technical

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

Sales

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

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

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

Services

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

Crafts

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics, 26

Installers, and Repairers
Woodworkers

Operative Workers

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

Transportation

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

Laborers

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

Exhibit B: Work Force Report Job Categories -Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

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

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

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

Glaziers

Helpers, Construction Trade

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

Millwrights

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

Misc. Const. Equipment Operators

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

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

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

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

Workers, Extractive Crafts, Miners

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

COMPANY INFORMATION

Company Name: Aztec Landscaping, Inc.
 Company Address: 7980 Lemon Grove Way, Lemon Grove, CA 91945
 Company Contact Name: Rafael A. Aguilar Contact Phone: (619)464-3303

CONTRACT INFORMATION

Contract Number (if no number, state location): 10087194-20-G Start Date: TBD
 Contract Title (or description): Landscape Maintenance for Designated Center Medians, rights of way and areas within the Gas Tax Program End Date: TBD
 Purpose/Service Provided: Landscape Maintenance

TERMS OF COMPLIANCE

A contractor or subcontractor working on or under the authority of an agreement subject to the Living Wage Ordinance [LWO] must comply with all applicable provisions of the LWO 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;
- (g) Maintain wage and benefit records for covered employees for 3 years after final payment;
- (h) Perform at least fifty percent (50%) of the work with its own employees; and
- (i) File a Living Wage Ordinance Certification of Compliance with the City within 30 days of becoming a covered employer.

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 comply with the requirements of the Living Wage Ordinance.

Rafael A. Aguilar
 Name of Signatory

V.P. of Operations
 Title of Signatory


 Signature

December 5, 2019
 Date

FOR OFFICIAL CITY USE ONLY

Date of Receipt: _____ LWO Analyst: _____ Contract Number: _____

EXHIBIT B
SPECIFICATIONS

A. LANDSCAPE MAINTENANCE SPECIFICATIONS

Contractor shall perform complete landscape maintenance and improvements of all contract areas identified in **Paragraph N** of these Specifications (Contract Sites) within the Gas Tax Median Maintenance Program, 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 aerification; sweeping; irrigation; and all other maintenance required to maintain the Contract Sites included in this Contract 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. The Contractor shall provide all equipment, labor and materials necessary for performing landscape maintenance and irrigation services according to the following specifications.

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

	Registration No.	Expiration Date	Name
DIR Registration No.	1000007415	June 30, 2020	Aztec Landscaping, Inc.

C. LICENSES

To perform the work described in these Specifications, the 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 the 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. The Contractor must also hold a Pest Control Business License and retain the services of a licensed Pest Control Advisor (PCA), and must be registered with the County Agriculture Commissioner. The Contractor must possess the below licenses prior to submitting their proposal.

	License Number	Expiration Date	Name
State of California Contractors License	Class:C-27 No.: 642504	04/30/2020	Aztec Landscaping, Inc.
Qualified Applicator Certificate	QAC 92975	12/31/2019	Jaime Rocha
Pest Control Business License	30311	12/31/2020	Aztec Landscape Company
Pest Control Advisor	75356	12/31/2020	Timothy Faucett
Recycled Water Site Supervisor Certificate	ID# 4897	05/17/2022	Jonathan Bermudez

D. SCHEDULING OF WORK

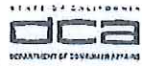
The Contractor shall establish an annual schedule of work (Work Schedule) to be followed in the performance of this Contract. In addition, the Contractor shall provide the Contract Administrator (as defined in this Exhibit B, **Paragraph G** of this Contract) with a list(s) of exact start dates for fertilization, renovation, aerification and other infrequent operations at each of the Contract Sites at least ten working days in advance of performing any of these operations.

Unless otherwise specified, the Contractor shall accomplish all normal landscape maintenance required under this Contract between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday, excluding holidays (normal working hours). If a specific task falls on a holiday, Contractor must complete the task on the following business day, or on an acceptable alternate date as authorized by the Contract Administrator in writing. The Contract Administrator may grant, on an individual basis, permission to perform contract maintenance at other hours where the public's use of the Contract Sites is too great to allow for proper maintenance during normal working hours. Maintenance functions that generate excess noise, which would cause unreasonable annoyance to residents of the area, e.g., operations of power equipment, shall not commence before 8:00 a.m.

The Work Schedule, provided by the Contractor, must be completed and submitted to the Contract Administrator prior to the commencement of work on this Contract. Any changes in scheduling shall be reported, in writing, to the Contract Administrator immediately. This Work Schedule shall include routine work as well as infrequent operations such as fertilization and pruning.

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.

Registration Number	Legal Entity Name	Registration Start Date	Registration Expiration Date	Status	Mailing Address	DBA Name	Craft Name
1000007145		7/1/2019	6/30/2020	Active	7980 LEMON GROVE WAY LEMON GROVE United States of America 91945		Landscape
1000007145		7/1/2019	6/30/2020	Active	7980 LEMON GROVE WAY LEMON GROVE United States of America 91945	LANDSCAPE	



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **642504**

Entity **CORP**

Entity Name **AZTEC LANDSCAPING INC**

Classification **B C27 C61/D49 C61/D38**



Expiration Date **04/30/2020**

www.cslb.ca.gov

dpr DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM

QAC

QUALIFIED APPLICATOR CERTIFICATE

LICENSE #: **92975** EXPIRES: **12/31/2019**
Categories: B Issued: **1/1/2018**

JAIME ROCHA
4171 FRANKLIN AVE
SAN DIEGO, CA, 92113



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



CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION

1001 I STREET
SACRAMENTO, CALIFORNIA 95814

ISSUED: January 01, 2019
EXPIRES: December 31, 2020

Pest Control Business - Main
LICENSE
LICENSE NO. 30311

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

Mailing Address

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

Business Location

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

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

Licensee Name	Type	Number	Issued or Renewed	Expiration Date	Address	City	County	Categories
FARIA, ZACHARY R	POA	143406	01/01/2019	12/31/2020	PO BOX 369	GOSHEN	TULARE	ABCDEFG
FARIA, ZACHARY R	QAL	141278	01/01/2019	12/31/2020	PO BOX 369	GOSHEN	TULARE	D
FARIAS, ANGEL	QAL	140834	01/01/2019	12/31/2020	2770 LOCUST ST	SUTTER	SUTTER	C
FARIAS, NOE	QAL	134550	01/01/2019	12/31/2020	1160 OLYMPIC DR STE 207	CORONA	RIVERSIDE	BCF
FARIAS, RICARDO	QAC	131606	01/01/2019	12/31/2020	512 HUMMINGBIRD WAY	SUISUN	SOLANO	C
FARIAS, ROBERTO	QAL	140720	01/01/2019	12/31/2020	PO BOX 175	OROSI	TULARE	D
FARINHA, ROBERT A	QAL	130072	02/05/2019	12/31/2020	3443 MONTPELIER RD PO BOX 400	HICKMAN	STANISLAUS	A
FARIS, NATALIE A	DDA	146053	01/01/2019	12/31/2020	1680 SAMOA BLVD	ARCATA	HUMBOLDT	B
FARLEY, JOHN P	QAL	99466	01/01/2019	12/31/2020	816 BUENA TIERRA DR	WOODLAND	YOLO	B
FARMEN, MICHAEL	DDA	109690	01/01/2019	12/31/2020	7417 N GREGORY AVE	FRESNO	FRESNO	F
FARMER, JEFFERY E	QAL	97959	01/01/2019	12/31/2020	67536 LONG CANYON LN	DESERT HOT SPRINGS	RIVERSIDE	F
Farnsworth, Wayne E	QAL	139538	02/22/2019	12/31/2020	4962 Shenandoah St	Ventura	VENTURA	B
FARNUM, MATTHEW J	QAC	133613	01/01/2019	12/31/2020	1555 AVOCADO RD	OCEANSIDE	SAN DIEGO	BF
FARR, BRUCE D	QAC	93925	01/16/2019	12/31/2020	320 HARVEST DR	WATSONVILLE	SANTA CRUZ	C
FARR, DREW P	QAC	144855	01/18/2019	12/31/2020	PO BOX 290	FAMNSKIN	SAN BERNARDINO	F
FARR, MITCHELL R	QAL	115745	01/01/2019	12/31/2020	27941 TEAL	MISSION VIEJO	ORANGE	BEF
FARRINGTON, RICK	QAC	120319	01/30/2019	12/31/2020	962 SWAN DR	MANTECA	SAN JOAQUIN	B
FARRINGTON, SUSAN P	QAC	124315	01/31/2019	12/31/2020	224 LORINDA DR	SUTTER CREEK	AMADOR	P
FASANELLO, CHANAAN P	QAL	136994	01/09/2019	12/31/2020	2212 NE ARAPAHOE CT	REDMOND	OUT OF STATE	B
FASHBINDER, RICHARD A	QAC	81598	01/14/2019	12/31/2020	845 CRINELLA DR	PETALUMA	SONOMA	Q
FASI, MARK C	QAC	129568	01/01/2019	12/31/2020	1733 CRINELLA DR	ST HELENA	NAPA	P
FASOLI, STUART J	QAC	87767	01/01/2019	12/31/2020	1366 W 2ND ST	SAN PEDRO	LOS ANGELES	B
FASSLER, JOHN M	PCA	125345	01/01/2019	12/31/2020	2118 LAURA CT.	HUGHSON	STANISLAUS	ABCDEFG
FAST, BEN R	QAL	139537	01/01/2019	12/31/2020	2039 WEGIS AVE	BAKERSFIELD	KERN	D
FAUCETT, TIMOTHY J	PCA	75356	01/30/2019	12/31/2020	12715 MATANZA RD	SAN DIEGO	SAN DIEGO	ABCDEFG
FAUCHER, JACOB E	QAL	146877	01/01/2019	12/31/2020	3658 LAFAGETTE ST	RIVERSIDE	RIVERSIDE	F
FAUGHT, CHRISTOPHER	QAC	86304	01/16/2019	12/31/2020	999 LAS PALMAS DR	SANTA CLARA	SANTA CLARA	BCF
FAULK, DAVID	QAC	132975	01/16/2019	12/31/2020	2801 LADD AVE	LIVERMORE	ALAMEDA	B
FAULK, INTA	QAL	146314	01/01/2019	12/31/2020	4669 JAMES AVE	CASTRO VALLEY	ALAMEDA	B



**Recycled Water
Site Supervisor Training**

Completed 5/18/2017
ID # 4897

Jonathan Bermudez

This card expires 5/17/2022
640804(b)S.D.M.C.

**The City of San Diego
Public Utilities Department**

This is to certify that

Jonathan Bermudez

Has successfully completed:

RECYCLED WATER SITE SUPERVISOR TRAINING

Awarded on: 5/18/2017

0.40 Continuing Education Units / 4.00 Contact Hours

Instructor – Joe Coratti

Public Utilities Department Training Section
5510 Kiowa Drive, La Mesa, CA 91942 (619) 668-2010

Kevin Sullivan

Training Section Authorization



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) 506-3275

CURRENT AND PAST PERFORMANCE

Aztec Landscaping, Inc. has accumulated an extensive list of several prominent satisfied customers, which include some of the following:

San Diego County Regional Airport \$2,887,789.00	Term	15 years	<ul style="list-style-type: none"> •Landscape/tree maintenance •Landscape enhancements
San Diego Unified Port District \$300,000.00	Per year	15 years	<ul style="list-style-type: none"> •Landscape/tree maintenance •Landscape enhancements
City of San Diego Over 9 million	Per Year	30 years	<ul style="list-style-type: none"> •Landscape/tree maintenance •Brush/Vegetation clearance •Park medians •Slopes •Open spaces •Sports fields •Sports turf renovations •Baseball field preparation •Maintenance assessment Districts •Community facilities •City libraries •City pump stations
San Diego Housing Commission \$400,000.00	Per Year	16 years	<ul style="list-style-type: none"> •Landscape maintenance •Tree/shrub maintenance •Site cleaning
Department of Transportation (Caltrans) \$1,500,000.00	Per year	10 years	<ul style="list-style-type: none"> •Herbicide spraying •Fertilization spraying •Pre-emergent application •Tree trimming
County of San Diego Airports \$100,000.00	Per year	3 years	<ul style="list-style-type: none"> •Field/runway mowing
Alliant University \$150,000.00	Per year	6 years	<ul style="list-style-type: none"> •Landscape maintenance •Street sweeping

<u>CURRENT AND PAST PERFORMANCE</u>		
Fallbrook detached military base \$ 550,000.00 Per year	2 years	<ul style="list-style-type: none"> •Landscape/tree maintenance •Brush clearance •Tractor mowing
Seal Beach Naval Base \$350,000.00 Per year	3 years	<ul style="list-style-type: none"> •Landscape/tree maintenance •Brush clearance •Tractor mowing
California State University San Marcos \$300,000.00 Per year	5 years	<ul style="list-style-type: none"> •Campus landscape maintenance •Sports field & sports turf maintenance
City of Chula Vista \$1.45 million Per year	9 years	<ul style="list-style-type: none"> •Landscape/tree maintenance •Landscape enhancements
City of Del Mar \$200,000.00 Per year	6 years	<ul style="list-style-type: none"> •Landscape maintenance •Sports field renovations •Irrigation retrofits
City of Lemon Grove \$120,000.00 Per year	6 years	<ul style="list-style-type: none"> •Landscape/ tree maintenance
City of Vista \$900,000.00 Per year	14 years	<ul style="list-style-type: none"> •Landscape maintenance •Irrigation upgrades •Sports field/infield maintenance
City of Poway \$200,000.00 Per year	8 years	<ul style="list-style-type: none"> •Landscape maintenance •Irrigation retrofits •Landscape enhancements •Power washing
City of Imperial Beach \$90,000.00 Per year	7 years	<ul style="list-style-type: none"> •Landscape/tree maintenance •Right-of-Way herbicide spraying
City of El Cajon Per year	3 years	<ul style="list-style-type: none"> •Weed abatement
City of Coronado \$175,000.00 Per year	7 years	<ul style="list-style-type: none"> •Landscape maintenance •Power washing

Purchase Order: 4000064730

This purchase order was delivered by Ariba Network. For more information about Ariba and Ariba Network, visit <http://www.ariba.com>.



From:
Open Space
202 C Street, 5th Floor
San Diego , CA 92101
United States

To:
Aztec Landscaping, Inc.
7980 Lemon Grove Way
Lemon Grove , CA 91945
United States
Phone:
Fax:
Email: ralcala@azteclandscaping.com
com

Purchase Order
(New)
4000064730
Amount: \$143,402.16 USD
Version: 1

Payment Terms

NET 30

Comments

Comment Type:
General
Comment Body:

Comment By:
Danisha Jackett
Comment Date:
2019-09-25T16:13:23-07:00

Comment Type:
General
Comment Body:

Comment By:
Danisha Jackett
Comment Date:
2019-09-25T16:13:42-07:00

Comment Type: Terms and Conditions
Body: COSD Purchase Order Terms and conditions

Other Information

Legal Terms and Conditions of Purchase:

<https://www.sandiego.gov/purchasing/vendor>

ATTACHMENTS

[copier@sandiego.gov_20190924_065241.pdf \(application/pdf\)](#) [copier@sandiego.gov_20190924_065342.pdf \(application/pdf\)](#)

SHIP ALL ITEMS TO

P & R OPEN SPACE DIVISION
 202" C STREET, FLOOR 5"
 San Diego , CA 92101-4806
 United States
 Ship To Code: 0000205106
 Email: PACAriba@sandiego.gov

BILL TO

Open Space
 202 C Street, 5th Floor
 San Diego , CA 92101
 United States

ATTENTION OF

ARIBA SYS USER BA 9913
 P & R OPEN SPACE DIVISION

Line Items

Line #	Part # / Description	Type	Qty (Unit)	Need By	Unit Price	Subtotal	Tax
1	1	Material	4 (EA)	30 Jun 2020	\$2,385.33 USD	\$9,541.32 USD	\$0.00 USD
FY20 WEEKLY - CAT 1							

STATUS

4 Unconfirmed

Tax

Tax Category	Tax Rate (%)	Taxable Amount	Tax Amount	Tax Location	Description	Exempt Detail
Sales Tax	0	\$9,541.32 USD	\$0.00 USD		City of San Diego Non Taxable	

Other Information

Req. Line No.: 1
 Requester: ARIBA SYS USER BA 9913
 PR No.: PR85975
 Classification Domain: unspsc
 Classification Code: 72102902

Line #	Part # / Description	Type	Qty (Unit)	Need By	Unit Price	Subtotal	Tax
2	2	Material	4 (EA)	30 Jun 2020	\$299.00 USD	\$1,196.00 USD	\$0.00 USD
FY20 WEEKLY - CAT III							

STATUS

4 Unconfirmed

Tax

Tax Category	Tax Rate (%)	Taxable Amount	Tax Amount	Tax Location	Description	Exempt Detail
Sales Tax	0	\$1,196.00 USD	\$0.00 USD		City of San Diego Non Taxable	

Other Information

Req. Line No.: 2
 Requester: ARIBA SYS USER BA 9913
 PR No.: PR85975

Classification Domain: unspsc
 Classification Code: 72102902

Line #	Part # / Description	Type	Qty (Unit)	Need By	Unit Price	Subtotal	Tax
3	3	Material	4 (EA)	30 Jun 2020	\$1,004.25 USD	\$4,017.00 USD	\$0.00 USD
FY20 WEEKLY - CAT X							

STATUS

4 Unconfirmed

Tax

Tax Category	Tax Rate (%)	Taxable Amount	Tax Amount	Tax Location	Description	Exempt Detail
Sales Tax	0	\$4,017.00 USD	\$0.00 USD		City of San Diego Non Taxable	

Other Information

Req. Line No.: 3
 Requester: ARIBA SYS USER BA 9913
 PR No.: PR85975
 Classification Domain: unspsc
 Classification Code: 72102902

Line #	Part # / Description	Type	Qty (Unit)	Need By	Unit Price	Subtotal	Tax
4	4	Material	4 (EA)	30 Jun 2020	\$5,044.00 USD	\$20,176.00 USD	\$0.00 USD
FY20 BI-WEEKLY - CAT II							

STATUS

4 Unconfirmed

Tax

Tax Category	Tax Rate (%)	Taxable Amount	Tax Amount	Tax Location	Description	Exempt Detail
Sales Tax	0	\$20,176.00 USD	\$0.00 USD		City of San Diego Non Taxable	

Other Information

Req. Line No.: 4
 Requester: ARIBA SYS USER BA 9913
 PR No.: PR85975
 Classification Domain: unspsc
 Classification Code: 72102902

Line #	Part # / Description	Type	Qty (Unit)	Need By	Unit Price	Subtotal	Tax
5	5	Material	4 (EA)	30 Jun 2020	\$912.17 USD	\$3,648.68 USD	\$0.00 USD
FY20 BI-WEEKLY - CAT III							

STATUS

4 Unconfirmed

Tax

Tax Category	Tax Rate (%)	Taxable Amount	Tax Amount	Tax Location	Description	Exempt Detail
Sales Tax	0	\$3,648.68 USD	\$0.00 USD		City of San Diego	Non Taxable

Other Information

Req. Line No.:	5
Requester:	ARIBA SYS USER BA 9913
PR No.:	PR85975
Classification Domain:	unspsc
Classification Code:	72102902

Line #	Part # / Description	Type	Qty (Unit)	Need By	Unit Price	Subtotal	Tax
6	6 FY20 BI-WEEKLY - CAT X	Material	4 (EA)	30 Jun 2020	\$1,457.63 USD	\$5,830.52 USD	\$0.00 USD

STATUS

4 Unconfirmed

Tax

Tax Category	Tax Rate (%)	Taxable Amount	Tax Amount	Tax Location	Description	Exempt Detail
Sales Tax	0	\$5,830.52 USD	\$0.00 USD		City of San Diego	Non Taxable

Other Information

Req. Line No.:	6
Requester:	ARIBA SYS USER BA 9913
PR No.:	PR85975
Classification Domain:	unspsc
Classification Code:	72102902

Line #	Part # / Description	Type	Qty (Unit)	Need By	Unit Price	Subtotal	Tax
7	7 FY20 MONTHLY - CAT III	Material	4 (EA)	30 Jun 2020	\$2,857.00 USD	\$11,428.00 USD	\$0.00 USD

STATUS

4 Unconfirmed

Tax

Tax Category	Tax Rate (%)	Taxable Amount	Tax Amount	Tax Location	Description	Exempt Detail
Sales Tax	0	\$11,428.00 USD	\$0.00 USD		City of San Diego	Non Taxable

Other Information

Req. Line No.:	7
Requester:	ARIBA SYS USER BA 9913
PR No.:	PR85975
Classification Domain:	unspsc
Classification Code:	72102902

Line #	Part # / Description	Type	Qty (Unit)	Need By	Unit Price	Subtotal	Tax
8	8	Material	4 (EA)	30 Jun 2020	\$10,663.50 USD	\$42,654.00 USD	\$0.00 USD
FY20 MONTHLY - CAT V							

STATUS

4 Unconfirmed

Tax

Tax Category	Tax Rate (%)	Taxable Amount	Tax Amount	Tax Location	Description	Exempt Detail
Sales Tax	0	\$42,654.00 USD	\$0.00 USD		City of San Diego Non Taxable	

Other Information

Req. Line No.:	8
Requester:	ARIBA SYS USER BA 9913
PR No.:	PR85975
Classification Domain:	unspsc
Classification Code:	72102902

Line #	Part # / Description	Type	Qty (Unit)	Need By	Unit Price	Subtotal	Tax
9	9	Material	4 (EA)	30 Jun 2020	\$2,689.00 USD	\$10,756.00 USD	\$0.00 USD
FY20 MONTHLY - CAT X							

STATUS

4 Unconfirmed

Tax

Tax Category	Tax Rate (%)	Taxable Amount	Tax Amount	Tax Location	Description	Exempt Detail
Sales Tax	0	\$10,756.00 USD	\$0.00 USD		City of San Diego Non Taxable	

Other Information

Req. Line No.:	9
Requester:	ARIBA SYS USER BA 9913
PR No.:	PR85975
Classification Domain:	unspsc
Classification Code:	72102902

Line #	Part # / Description	Type	Qty (Unit)	Need By	Unit Price	Subtotal	Tax
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Material

10 10 Material 4 (EA) 30 Jun 2020 \$112.33 USD \$449.32 USD \$0.00 USD
 FY20 QUARTERLY - CAT III

STATUS

4 Unconfirmed

Tax

Tax Category	Tax Rate (%)	Taxable Amount	Tax Amount	Tax Location	Description	Exempt Detail
Sales Tax	0	\$449.32 USD	\$0.00 USD		City of San Diego Non Taxable	

Other Information

Req. Line No.: 10
 Requester: ARIBA SYS USER BA 9913
 PR No.: PR85975
 Classification Domain: unspsc
 Classification Code: 72102902

Line #	Part # / Description	Type	Qty (Unit)	Need By	Unit Price	Subtotal	Tax
11	11	Material	4 (EA)	30 Jun 2020	\$1,848.50 USD	\$7,394.00 USD	\$0.00 USD

FY20 QUARTERLY - CAT VII

STATUS

4 Unconfirmed

Tax

Tax Category	Tax Rate (%)	Taxable Amount	Tax Amount	Tax Location	Description	Exempt Detail
Sales Tax	0	\$7,394.00 USD	\$0.00 USD		City of San Diego Non Taxable	

Other Information

Req. Line No.: 11
 Requester: ARIBA SYS USER BA 9913
 PR No.: PR85975
 Classification Domain: unspsc
 Classification Code: 72102902

Line #	Part # / Description	Type	Qty (Unit)	Need By	Unit Price	Subtotal	Tax
12	12	Material	4 (EA)	30 Jun 2020	\$140.33 USD	\$561.32 USD	\$0.00 USD

FY20 QUARTERLY - X

STATUS

4 Unconfirmed

Tax

Tax Category	Tax Rate (%)	Taxable Amount	Tax Amount	Tax Location	Description	Exempt Detail

Tax Category	Rate (%)	Taxable Amount	Tax Amount	Tax Location	Description	Exempt Detail
Sales Tax	0	\$561.32 USD	\$0.00 USD		City of San Diego Non Taxable	

Other Information

Req. Line No.:	12
Requester:	ARIBA SYS USER BA 9913
PR No.:	PR85975
Classification Domain:	unspsc
Classification Code:	72102902

Line #	Part # / Description	Type	Qty (Unit)	Need By	Unit Price	Subtotal	Tax
13	13 FY20 EXTRA LABOR	Material	750 (EA)	30 Jun 2020	\$21.00 USD	\$15,750.00 USD	\$0.00 USD

STATUS

750 Unconfirmed

Tax

Tax Category	Tax Rate (%)	Taxable Amount	Tax Amount	Tax Location	Description	Exempt Detail
Sales Tax	0	\$15,750.00 USD	\$0.00 USD		City of San Diego Non Taxable	

Other Information

Req. Line No.:	13
Requester:	ARIBA SYS USER BA 9913
PR No.:	PR85975
Classification Domain:	unspsc
Classification Code:	72102902

Line #	Part # / Description	Type	Qty (Unit)	Need By	Unit Price	Subtotal	Tax
14	14 FY20 MATERIAL COSTS	Material	10,000 (EA)	30 Jun 2020	\$1.00 USD	\$10,000.00 USD	\$0.00 USD

STATUS

10,000 Unconfirmed

Tax

Tax Category	Tax Rate (%)	Taxable Amount	Tax Amount	Tax Location	Description	Exempt Detail
Sales Tax	0	\$10,000.00 USD	\$0.00 USD		City of San Diego Non Taxable	

Other Information

Req. Line No.:	14	47
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Purchase Order: 4000049905

This purchase order was delivered by Ariba Network. For more information about Ariba and Ariba Network, visit <http://www.ariba.com>.



From:
Open Space
202 C Street, 5th Floor
San Diego , CA 92101
United States

To:
Aztec Landscaping, Inc.
7980 Lemon Grove Way
Lemon Grove , CA 91945
United States
Phone:
Fax:
Email: ralcala@azteclandscaping.com

Purchase Order
(New)
4000049905
Amount: \$143,402.16 USD
Version: 1

Payment Terms

NET 30

Comments

Comment Type:

Submit

Comment Body:

Provide complete landscape maintenance for the designated center median, rights-of-way and areas within the Gas Tax Program for a period of 4 months (July 1st, 2019 through October 31st, 2019) in accordance with the request for quote.

ATTN:

Steve Lucas

slucas@san-diego.gov

202 C Street 5th Floor

San Diego, CA 92101

Comment By:

Danisha Jackett

Comment Date:

2019-07-01T11:47:28-07:00

Comment Type:

General

Comment Body:

Comment By:

Danisha Jackett

Comment Date:

2019-06-28T10:59:38-07:00

Comment Type: Terms and Conditions

Body: COSD Purchase Order Terms and conditions

Other Information

Legal Terms and Conditions of <https://www.sandiego.gov/purchasing/vendor>
Purchase:

ATTACHMENTS

FY20_PR70489.pdf (application/pdf)

<p>SHIP ALL ITEMS TO</p> <p>P & R OPEN SPACE DIVISION 202" C STREET, FLOOR 5" San Diego , CA 92101-4806 United States Ship To Code: 0000205106 Email: pacsaphelpdesk@sandiego.gov</p>	<p>BILL TO</p> <p>Open Space 202 C Street, 5th Floor San Diego , CA 92101 United States</p>	<p>ATTENTION OF</p> <p>ARIBA SYS USER BA 9913 P & R OPEN SPACE DIVISION</p>
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Line Items							
Line #	Part # / Description	Type	Qty (Unit)	Need By	Unit Price	Subtotal	Tax
1	1	Material	4 (EA)	30 Jun 2020	\$2,385.33 USD	\$9,541.32 USD	\$0.00 USD
FY20 WEEKLY - CAT 1							

STATUS

4
Unconfirmed

Tax

Tax Category	Tax Rate (%)	Taxable Amount	Tax Amount	Tax Location	Description	Exempt Detail
Sales Tax	0	\$9,541.32 USD	\$0.00 USD		City of San Diego Non Taxable	

Other Information

Req. Line No.: 1
Requester: ARIBA SYS USER BA 9913
PR No.: PR70489
Classification Domain: unspsc
Classification Code: 72102902

Line #	Part # / Description	Type	Qty (Unit)	Need By	Unit Price	Subtotal	Tax
2	2	Material	4 (EA)	30 Jun 2020	\$299.00 USD	\$1,196.00 USD	\$0.00 USD
FY20 WEEKLY - CAT III							

STATUS

4
Unconfirmed

Tax

Tax Category	Tax Rate (%)	Taxable Amount	Tax Amount	Tax Location	Description	Exempt Detail

Sales Tax	0	\$1,196.00	\$0.00	City of San Diego Non Taxable
		USD	USD	

Other Information

Req. Line No.:	2
Requester:	ARIBA SYS USER BA 9913
PR No.:	PR70489
Classification Domain:	unspsc
Classification Code:	72102902

Line #	Part # / Description	Type	Qty (Unit)	Need By	Unit Price	Subtotal	Tax
3	3	Material	4 (EA)	30 Jun 2020	\$1,004.25 USD	\$4,017.00 USD	\$0.00 USD
FY20 WEEKLY - CAT X							

STATUS

4	Unconfirmed
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Tax

Tax Category	Tax Rate (%)	Taxable Amount	Tax Amount	Tax Location	Description	Exempt Detail
Sales Tax	0	\$4,017.00	\$0.00	City of San Diego Non Taxable		
		USD	USD			

Other Information

Req. Line No.:	3
Requester:	ARIBA SYS USER BA 9913
PR No.:	PR70489
Classification Domain:	unspsc
Classification Code:	72102902

Line #	Part # / Description	Type	Qty (Unit)	Need By	Unit Price	Subtotal	Tax
4	4	Material	4 (EA)	30 Jun 2020	\$5,044.00 USD	\$20,176.00 USD	\$0.00 USD
FY20 BI-WEEKLY - CAT II							

STATUS

4	Unconfirmed
---	-------------

Tax

Tax Category	Tax Rate (%)	Taxable Amount	Tax Amount	Tax Location	Description	Exempt Detail
Sales Tax	0	\$20,176.00	\$0.00	City of San Diego Non Taxable		
		USD	USD			

Other Information

Req. Line No.:	4
Requester:	ARIBA SYS USER BA 9913

PR No.: PR70489
 Classification Domain: unspsc
 Classification Code: 72102902

Line #	Part # / Description	Type	Qty (Unit)	Need By	Unit Price	Subtotal	Tax
5	5	Material	4 (EA)	30 Jun 2020	\$912.17 USD	\$3,648.68 USD	\$0.00 USD
FY20 BI-WEEKLY - CAT III							

STATUS

4
Unconfirmed

Tax

Tax Category	Tax Rate (%)	Taxable Amount	Tax Amount	Tax Location	Description	Exempt Detail
Sales Tax	0	\$3,648.68 USD	\$0.00 USD		City of San Diego Non Taxable	

Other Information

Req. Line No.: 5
 Requester: ARIBA SYS USER BA 9913
 PR No.: PR70489
 Classification Domain: unspsc
 Classification Code: 72102902

Line #	Part # / Description	Type	Qty (Unit)	Need By	Unit Price	Subtotal	Tax
6	6	Material	4 (EA)	30 Jun 2020	\$1,457.63 USD	\$5,830.52 USD	\$0.00 USD
FY20 BI-WEEKLY - CAT X							

STATUS

4
Unconfirmed

Tax

Tax Category	Tax Rate (%)	Taxable Amount	Tax Amount	Tax Location	Description	Exempt Detail
Sales Tax	0	\$5,830.52 USD	\$0.00 USD		City of San Diego Non Taxable	

Other Information

Req. Line No.: 6
 Requester: ARIBA SYS USER BA 9913
 PR No.: PR70489
 Classification Domain: unspsc
 Classification Code: 72102902

Line #	Part # / Description	Type	Qty (Unit)	Need By	Unit Price	Subtotal	Tax
7	7	Material	4 (EA)	30 Jun 2020	\$2,857.00 USD	\$11,428.00 USD	\$0.00 USD
FY20 MONTHLY - CAT III							

STATUS

4
Unconfirmed

Tax

Tax Category	Tax Rate (%)	Taxable Amount	Tax Amount	Tax Location	Description	Exempt Detail
Sales Tax	0	\$11,428.00 USD	\$0.00 USD		City of San Diego Non Taxable	

Other Information

Req. Line No.: 7
Requester: ARIBA SYS USER BA 9913
PR No.: PR70489
Classification Domain: unspsc
Classification Code: 72102902

Line #	Part # / Description	Type	Qty (Unit)	Need By	Unit Price	Subtotal	Tax
8	8 FY20 MONTHLY - CAT V	Material	4 (EA)	30 Jun 2020	\$10,663.50 USD	\$42,654.00 USD	\$0.00 USD

STATUS

4
Unconfirmed

Tax

Tax Category	Tax Rate (%)	Taxable Amount	Tax Amount	Tax Location	Description	Exempt Detail
Sales Tax	0	\$42,654.00 USD	\$0.00 USD		City of San Diego Non Taxable	

Other Information

Req. Line No.: 8
Requester: ARIBA SYS USER BA 9913
PR No.: PR70489
Classification Domain: unspsc
Classification Code: 72102902

Line #	Part # / Description	Type	Qty (Unit)	Need By	Unit Price	Subtotal	Tax
9	9 FY20 MONTHLY - CAT X	Material	4 (EA)	30 Jun 2020	\$2,689.00 USD	\$10,756.00 USD	\$0.00 USD

STATUS

4
Unconfirmed

Tax

Tax Category	Tax Rate (%)	Taxable Amount	Tax Amount	Tax Location	Description	Exempt Detail
Tax						

Tax Category	Rate (%)	Taxable Amount	Tax Amount	Tax Location	Description	Exempt Detail
Sales Tax	0	\$10,756.00 USD	\$0.00 USD		City of San Diego Non Taxable	

Other Information

Req. Line No.:	9
Requester:	ARIBA SYS USER BA 9913
PR No.:	PR70489
Classification Domain:	unspsc
Classification Code:	72102902

Line #	Part # / Description	Type	Qty (Unit)	Need By	Unit Price	Subtotal	Tax
10	10	Material	4 (EA)	30 Jun 2020	\$112.33 USD	\$449.32 USD	\$0.00 USD
FY20 QUARTERLY - CAT III							

STATUS

4 Unconfirmed

Tax

Tax Category	Tax Rate (%)	Taxable Amount	Tax Amount	Tax Location	Description	Exempt Detail
Sales Tax	0	\$449.32 USD	\$0.00 USD		City of San Diego Non Taxable	

Other Information

Req. Line No.:	10
Requester:	ARIBA SYS USER BA 9913
PR No.:	PR70489
Classification Domain:	unspsc
Classification Code:	72102902

Line #	Part # / Description	Type	Qty (Unit)	Need By	Unit Price	Subtotal	Tax
11	11	Material	4 (EA)	30 Jun 2020	\$1,848.50 USD	\$7,394.00 USD	\$0.00 USD
FY20 QUARTERLY - CAT VII							

STATUS

4 Unconfirmed

Tax

Tax Category	Tax Rate (%)	Taxable Amount	Tax Amount	Tax Location	Description	Exempt Detail
Sales Tax	0	\$7,394.00 USD	\$0.00 USD		City of San Diego Non Taxable	

Other Information

Req. Line No.: 11
 Requester: ARIBA SYS USER BA 9913
 PR No.: PR70489
 Classification Domain: unspsc
 Classification Code: 72102902

Line #	Part # / Description	Type	Qty (Unit)	Need By	Unit Price	Subtotal	Tax
12	12	Material	4 (EA)	30 Jun 2020	\$140.33 USD	\$561.32 USD	\$0.00 USD
FY20 QUARTERLY - X							

STATUS

4
 Unconfirmed

Tax

Tax Category	Tax Rate (%)	Taxable Amount	Tax Amount	Tax Location	Description	Exempt Detail
Sales Tax	0	\$561.32 USD	\$0.00 USD		City of San Diego Non Taxable	

Other Information

Req. Line No.: 12
 Requester: ARIBA SYS USER BA 9913
 PR No.: PR70489
 Classification Domain: unspsc
 Classification Code: 72102902

Line #	Part # / Description	Type	Qty (Unit)	Need By	Unit Price	Subtotal	Tax
13	13	Material	750 (EA)	30 Jun 2020	\$21.00 USD	\$15,750.00 USD	\$0.00 USD
FY20 EXTRA LABOR							

STATUS

750
 Unconfirmed

Tax

Tax Category	Tax Rate (%)	Taxable Amount	Tax Amount	Tax Location	Description	Exempt Detail
Sales Tax	0	\$15,750.00 USD	\$0.00 USD		City of San Diego Non Taxable	

Other Information

Req. Line No.: 13
 Requester: ARIBA SYS USER BA 9913
 PR No.: PR70489
 Classification Domain: unspsc
 Classification Code: 72102902

Line #	Part # / Description	Type	Qty (Unit)	Need By	Unit Price	Subtotal	Tax
		Material					

14 14 Material 10,000 (EA) 30 Jun 2020 \$1.00 USD \$10,000.00 USD \$0.00 USD
 FY20 MATERIAL COSTS

STATUS

10,000
 Unconfirmed

Tax

Tax Category	Tax Rate (%)	Taxable Amount	Tax Amount	Tax Location	Description	Exempt Detail
Sales Tax	0	\$10,000.00 USD	\$0.00 USD		City of San Diego Non Taxable	

Other Information

Req. Line No.: 14
 Requester: ARIBA SYS USER BA 9913
 PR No.: PR70489
 Classification Domain: unspsc
 Classification Code: 72102902

Order submitted on: Wednesday 10 Jul 2019 10:33 AM GMT-07:00
 Received by Ariba Network on: Wednesday 10 Jul 2019 10:34 AM GMT-07:00
 This Purchase Order was sent by City of San Diego AN01037897144 and delivered by Ariba Network.
 There are attachment(s) associated with this order that can be viewed online.

Sub-total:	\$	143,402.16	USD
Est. Total Tax:	\$	0.00	USD
Est. Grand Total:	\$	143,402.16	USD

PDF generated by Rocio Alcalá on Wednesday 10 Jul 2019 10:36 AM GMT-07:00

ORIGINAL
SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY
First Amendment to Agreement
with
Aztec Landscaping, Inc.

The parties to this First Amendment to Agreement are the SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY, a local governmental entity of regional government ("Authority"), and Aztec Landscaping, Inc., a California Corporation ("Contractor").

Recital:

The Authority and Contractor are parties to a service Agreement ("Agreement"). The Agreement is on file in the office of the Authority Clerk as Document 800567 OB dated March 26, 2018. The Agreement began March 20, 2018 and expires on March 19, 2021 with an option for two one-year renewal periods, at the sole discretion of the Authority. The purpose of this First Amendment is to revise Exhibit A "Scope of Work", Schedule A "Frequency of Landscaping Services", and Exhibit B "Compensation & Payment Schedule" to include two (2) additional Service Locations: Terminal 2 Parking Plaza and Federal Inspection Station Building (FIS). This Amendment does not increase the maximum amount payable under the Agreement (\$2,887,789) or extend the term of the Agreement.

The Parties Agree:

1. **Exhibit A** of the Agreement, **paragraph 13** entitled "**Landscape Irrigation (Manual)**" is hereby deleted in its entirety and replaced with the following:

"13) **Landscape Irrigation (Manual)**. Contractor shall take appropriate action to properly irrigate all landscaped areas including all potted plants at the Airport and Authority properties:

- a. **ARFF Station:**
The Aircraft Rescue Fire Fighting Station located within the Airport's secured Airside.
- b. **Quieter Home Facility:**
Located at 2722 Truxton Road, San Diego, CA.
- c. **Terminal 2 West:**
Above ground round concrete planters along the front of the terminal building.
- d. **Future Site.**
- e. **Terminal 2 Parking Plaza:** Authority's new terminal 2, parking structure located directly south of Terminal 2 Federal Inspection Station Building (FIS)
- f. **Federal Inspection Station Building (FIS).**
- g. **Observation Platform Park:** Authority's proposed observation deck at the southwest corner of Pacific Highway and Palm Avenue.
- h. **FMD:**
Facilities Management Department, 2515 Winship Lane, San Diego CA 92101."

2. **SCHEDULE A** of the Agreement entitled, "**Frequency of Landscaping Services**", shall be amended to add the following:

Servicing Location: Terminal 2 Parking Plaza:

ORIGINAL

The Services listed below are performed per the following schedule:

The Services listed below are performed per the following schedule:

1. Weed Removal: Performed One (1) time per week scheduled on Mondays.
2. Litter Removal: Performed Two (2) times per week scheduled on Mondays and Fridays.
3. Planter Maintenance: Performed One (1) time per month on a weekday to be determined.
4. Disease and Pest Control Service: Performed One (1) time per month on a weekday to be determined. Monitor daily / Performed daily, as needed basis.
5. Pruning- Shrub and Ground Cover: Performed One (1) time per three (3) months.
6. Pruning – Bougainvillea and Lantana: Performed One (1) time per month on a weekday to be determined.
7. Fertilization - Lawns: Performed One (1) time per Two (2) months on a weekday to be determined.
8. Fertilization - Shrubs: Performed One (1) time per Three (3) months on a weekday to be determined.
9. Irrigation System Inspection & Maintenance Repair Service: Performed One (1) time per month on a weekday to be determined.
10. Landscape Irrigation (Manual): Performed Two (2) times per week scheduled on Mondays and Fridays.
11. Irrigation System GPS/GIS Mapping: Performed One (1) time.

Landscaping Service Description	Frequency Per Month											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Weed Removal	4	4	4	4	4	4	4	4	4	4	4	4
Litter Removal	8	8	8	8	8	8	8	8	8	8	8	8
Planter Maintenance	1	1	1	1	1	1	1	1	1	1	1	1
Disease and Pest Control	1	1	1	1	1	1	1	1	1	1	1	1
Pruning – Shrub and Ground Cover			1			1			1			1
Pruning – Bougainvillea and Lantana	1	1	1	1	1	1	1	1	1	1	1	1
Fertilization - Lawns		1		1		1		1		1		1
Fertilization - Shrubs			1			1			1			1
Irrigation System Inspection & Maintenance Repair Service	1	1	1	1	1	1	1	1	1	1	1	1
Landscape Irrigation (Manual)	4	4	4	4	4	4	4	4	4	4	4	4
Tree Maintenance	1	1	1	1	1	1	1	1	1	1	1	1
Lawns – Mowing, Edging and Trimming	4	4	4	4	4	4	4	4	4	4	4	4
Post-emergent Weed Control – Lawns		1		1		1		1			1	
Pre-emergent Weed Control - Lawns			1			1			1			

ORIGINAL

Pre-emergent Weed Control - Shrubs				1						1		
Delthatching Lawns				1					1			
Aerification - Lawns					1				1			
Over Seeding and Top Dressing			1			1						
Irrigation Systems GPS/GIS Mapping (Lump Sum)												

Servicing Location: Federal Inspection Station Building (FIS):

The Services listed below are performed per the following schedule:

1. Weed Removal: Performed One (1) time per week scheduled on Mondays.
2. Litter Removal: Performed Two (2) times per week scheduled on Mondays and Fridays.
3. Planter Maintenance: Performed One (1) time per month on a weekday to be determined.
4. Disease and Pest Control Service: Performed One (1) time per month on a weekday to be determined. Monitor daily / Performed daily, as needed basis.
5. Pruning- Shrub and Ground Cover: Performed One (1) time per three (3) months.
6. Pruning – Bougainvillea and Lantana: Performed One (1) time per month on a weekday to be determined.
7. Fertilization - Lawns: Performed One (1) time per Two (2) months on a weekday to be determined.
8. Fertilization - Shrubs: Performed One (1) time per Three (3) months on a weekday to be determined.
9. Irrigation System Inspection & Maintenance Repair Service: Performed One (1) time per month on a weekday to be determined.
10. Landscape Irrigation (Manual): Performed Two (2) times per week scheduled on Mondays and Fridays.

The Services listed below are performed per the following monthly schedule. If not notes, the services performed on a weekday to be determined.

Landscaping Service Description	Frequency Per Month											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Weed Removal	4	4	4	4	4	4	4	4	4	4	4	4
Litter Removal	8	8	8	8	8	8	8	8	8	8	8	8
Planter Maintenance	1	1	1	1	1	1	1	1	1	1	1	1
Disease and Pest Control	1	1	1	1	1	1	1	1	1	1	1	1
Tree Maintenance	1	1	1	1	1	1	1	1	1	1	1	1
Pruning – Shrub and Ground Cover			1			1			1			1
Pruning – Bougainvillea and Lantana	1	1	1	1	1	1	1	1	1	1	1	1

ORIGINAL

Fertilization - Lawns		1		1		1		1		1		1
Fertilization - Shrubs			1			1			1			1
Irrigation System Inspection & Maintenance Repair Service	1	1	1	1	1	1	1	1	1	1	1	1
Landscape Irrigation (Manual)	4	4	4	4	4	4	4	4	4	4	4	4

3. EXHIBIT B of the Agreement entitled, "Compensation & Payment Schedule", shall be amended to add the following:

"e. Servicing Location: Federal Inspection Station Building (FIS). For performing....

Landscaping Service Description	Fixed Fee Per Description and Occurrence				
	1st Year Fixed Fee per Occurrence	2nd Year Fixed Fee per Occurrence	3rd Year Fixed Fee per Occurrence	Optional 4th Year Fixed Fee per Occurrence	Optional 5th Year Fixed Fee per Occurrence
Weed Removal	N/A	\$24.49	\$24.49	\$24.49	\$24.49
Litter Removal	N/A	\$16.33	\$16.33	\$16.33	\$16.33
Planter Maintenance	N/A	\$32.65	\$32.65	\$32.65	\$32.65
Disease and Pest Control	N/A	\$16.33	\$16.33	\$16.33	\$16.33
Pruning – Shrub and Ground Cover	N/A	\$97.95	\$97.95	\$97.95	\$97.95
Pruning – Bougainvillea and Lantana	N/A	\$0.00	\$0.00	\$0.00	\$0.00
Fertilization - Lawns	N/A	\$0.00	\$0.00	\$0.00	\$0.00
Fertilization - Shrubs	N/A	\$34.33	\$34.33	\$34.33	\$34.33
Irrigation System Inspection & Maintenance Repair Service	N/A	\$24.49	\$24.49	\$24.49	\$24.49
Landscape Irrigation (Manual)	N/A	\$8.16	\$8.16	\$8.16	\$8.16

f. Servicing Location: Terminal 2 Parking Plaza. For performing

Landscaping Service Description	Fixed Fee Per Description and Occurrence				
	1st Year Fixed Fee per Occurrence	2nd Year Fixed Fee Onetime cost	3rd Year Fixed Fee Onetime cost	Optional 4th Year Fixed Fee Onetime cost	Optional 5th Year Fixed Fee Onetime cost
Weed Removal	N/A	\$587.70	\$587.70	\$587.70	\$587.70
Litter Removal	N/A	\$195.90	\$195.90	\$195.90	\$195.90

ORIGINAL

Planter Maintenance	N/A	\$2,089.60	\$2,089.60	\$2,089.60	\$2,089.60
Disease and Pest Control	N/A	\$65.30	\$65.30	\$65.30	\$65.30
Pruning – Shrub and Ground Cover	N/A	\$4,701.60	\$4,701.60	\$4,701.60	\$4,701.60
Pruning – Bougainvillea and Lantana	N/A	\$293.85	\$293.85	\$293.85	\$293.85
Pre-emergent Weed Control - Shrubs	N/A	\$261.20	\$261.20	\$261.20	\$261.20
Fertilization - Shrubs	N/A	\$661.00	\$661.00	\$661.00	\$661.00
Irrigation System Inspection & Maintenance Repair Service	N/A	\$228.55	\$228.55	\$228.55	\$228.55
Landscape Irrigation (Manual)	N/A	\$32.65	\$32.65	\$32.65	\$32.65

4. All other terms and conditions of the Agreement shall remain in full force and effect.

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

Dated: 8/26/19

By [Signature]
 Name: Kimberly J. Becker
 Title: President/CEO

Approved as to Form:
APPROVED AS TO FORM

CONTRACTOR
 Aztec Landscaping, Inc.

By [Signature]
 Name: Amy Gonzalez
 Title: General Counsel

By [Signature]
 Name: Rafael A. Aguilan
 Title: V.P. of Operations

Gregory J. Halsey
 Attorney, Office of General Counsel
 SDCRAA

I hereby certify under penalty of perjury under the laws of the State of California, that I am an officer or employee of the organization with authority to obligate the organization.



Purchase Order

Fiscal Year 2020

Page: 1 of 3

BILL TO

PUBLIC WORKS
1800 MAXWELL
CHULA VISTA, CA 91911
Email: mvinas@chulavistaca.gov

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **2200303**

Delivery must be made within doors of specified destination.

VENDOR

AZTEC LANDSCAPING INC.
7980 LEMON GROVE WAY
LEMON GROVE, CA 91945
Email: SUSANA@AZTECLANDSCAPING.COM
Fax: 619-464-3305

SHIP TO

PUBLIC WORKS
1800 MAXWELL
CHULA VISTA, CA 91911
Email: soludunfe@chulavistaca.gov

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
		619-464-3305		1200247		RESO NO. 2019-119	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location		
07/17/2019	201940	07/01/2019	FOB DEST/NET 30		Public Works		
Item#	Description/PartNo			QTY	UOM	Unit Price	Extended Price
	LANDSCAPE MAINTENANCE SERVICES The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading						
1	LANDSCAPE MAINTENANCE SERVICES FOR THE OPEN SPACE GROUP 1 DISTRICTS FOR THE PERIOD JULY 1, 2019 TO JUNE 30, 2020			1.0	EA	\$34,284.00	\$34,284.00
	District 1 - 354638						
	GL Account: 354638 - 6301		\$34,284.00				
	Cross Reference: 35400-6301						
	Commodity Code: 98836		Grounds Maintenance: Mowing, Edging, Plant (Not Tree) Trimming, etc.				
2	District 17 - 369652			1.0	EA	\$4,908.00	\$4,908.00
	GL Account: 369652 - 6301		\$4,908.00				
	Cross Reference: 36900-6301						
	Commodity Code: 98836		Grounds Maintenance: Mowing, Edging, Plant (Not Tree) Trimming, etc.				
3	District 20 - Zone 2 - 372655			1.0	EA	\$10,512.00	\$10,512.00
	GL Account: 372655 - 6301		\$10,512.00				
	Cross Reference: 37220-6301						
	Commodity Code: 98836		Grounds Maintenance: Mowing, Edging, Plant (Not Tree) Trimming, etc.				
4	District 20 - Zone 3- 372656			1.0	EA	\$19,860.00	\$19,860.00
	GL Account: 372656 - 6301		\$19,860.00				

CONTINUED ON
NEXT PAGE



Purchase Order

Fiscal Year 2020

Page: 2 of 3

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **2200303**

Delivery must be made within doors of specified destination.

BILL TO

PUBLIC WORKS
1800 MAXWELL
CHULA VISTA, CA 91911
Email: mvinas@chulavistaca.gov

VENDOR

AZTEC LANDSCAPING INC.
7980 LEMON GROVE WAY
LEMON GROVE, CA 91945
Email: SUSANA@AZTECLANDSCAPING.COM
Fax: 619-464-3305

SHIP TO

PUBLIC WORKS
1800 MAXWELL
CHULA VISTA, CA 91911
Email: soludunfe@chulavistaca.gov

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference		
		619-464-3305	1200247	RESO NO. 2019-119		
Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location		
07/17/2019	201940	07/01/2019	FOB DEST/NET 30	Public Works		
Item#	Description/PartNo		QTY	UOM	Unit Price	Extended Price
	Cross Reference: 37230-6301					
	Commodity Code: 98836 Grounds Maintenance: Mowing, Edging, Plant (Not Tree) Trimming, etc.					
5	District 20 - Zone 4 - 372657		1.0	EA	\$65,112.00	\$65,112.00
	GL Account: 372657 - 6301		\$65,112.00			
	Cross Reference: 37240-6301					
	Commodity Code: 98836 Grounds Maintenance: Mowing, Edging, Plant (Not Tree) Trimming, etc.					
6	District 20 - Zone 5 - 372658		1.0	EA	\$430,164.00	\$430,164.00
	GL Account: 372658 - 6301		\$430,164.00			
	Cross Reference: 37250-6301					
	Commodity Code: 98836 Grounds Maintenance: Mowing, Edging, Plant (Not Tree) Trimming, etc.					
7	District 20 - Zone 6 - 372659		1.0	EA	\$110,292.00	\$110,292.00
	GL Account: 372659 - 6301		\$110,292.00			
	Cross Reference: 37260-6301					
	Commodity Code: 98836 Grounds Maintenance: Mowing, Edging, Plant (Not Tree) Trimming, etc.					
8	District 20 - Zone 7 - 372660		1.0	EA	\$169,452.00	\$169,452.00
RESOLUTION NO. 2019-119 CONTRACT AGREEMENT NO. 19050						



Purchase Order

Fiscal Year 2020

Page: 3 of 3

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PUBLIC WORKS
1800 MAXWELL
CHULA VISTA, CA 91911
Email: mvinas@chulavistaca.gov

THIS NUMBER MUST APPEAR ON ALL
INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **2200303**

Delivery must be made within doors of
specified destination.

V
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AZTEC LANDSCAPING INC.
7980 LEMON GROVE WAY
LEMON GROVE, CA 91945
Email: SUSANA@AZTECLANDSCAPING.COM
Fax: 619-464-3305

S
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PUBLIC WORKS
1800 MAXWELL
CHULA VISTA, CA 91911
Email: soludunfe@chulavistaca.gov

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference			
	619-464-3305	1200247	RESO NO. 2019-119			
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location	
07/17/2019	201940	07/01/2019	FOB DEST/NET 30		Public Works	
Item#	Description/PartNo		QTY	UOM	Unit Price	Extended Price
	GL Account: 372660 - 6301 Cross Reference: 37270-6301					\$169,452.00
	Commodity Code: 98836					
	Grounds Maintenance: Mowing, Edging, Plant (Not Tree) Trimming, etc.					
	***** GL SUMMARY *****					
	354638 - 6301					\$34,284.00
	369652 - 6301					\$4,908.00
	372655 - 6301					\$10,512.00
	372656 - 6301					\$19,860.00
	372657 - 6301					\$65,112.00
	372658 - 6301					\$430,164.00
	372659 - 6301					\$110,292.00
	372660 - 6301					\$169,452.00

By: David Biegy
Authorized Signature

	63
Total Ext. Price	\$844,584.00
PO Total	\$844,584.00



Purchase Order

Fiscal Year 2020

Page: 1 of 2

BILL TO

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1800 MAXWELL
CHULA VISTA, CA 91911
Email: mvinas@chulavistaca.gov

THIS NUMBER MUST APPEAR ON ALL
INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **2200304**

Delivery must be made within doors of specified destination.

VENDOR

AZTEC LANDSCAPING INC.
7980 LEMON GROVE WAY
LEMON GROVE, CA 91945
Email: SUSANA@AZTECLANDSCAPING.COM
Fax: 619-464-3305

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1800 MAXWELL
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Email: soludunfe@chulavistaca.gov

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
		619-464-3305		1200250		RESO NO. 2019-119	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location		
07/17/2019	201940	07/01/2019	FOB DEST/NET 30		Public Works		
Item#	Description/PartNo			QTY	UOM	Unit Price	Extended Price
1	LANDSCAPE MAINTENANCE SERVICES The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading LANDSCAPE MAINTENANCE SERVICES FOR THE OPEN SPACE GROUP 2 DISTRICTS FOR THE PERIOD JULY 1, 2019 TO JUNE 30, 2020 ELMD - Zone A - 353633 GL Account: 353633 - 6301 \$49,644.00 Cross Reference: 35310-6301 Commodity Code: 98836 Grounds Maintenance: Mowing, Edging, Plant (Not Tree) Trimming, etc.			1.0	EA	\$49,644.00	\$49,644.00
2	ELMD - Zone B - 353634 GL Account: 353634 - 6301 \$48,684.00 Cross Reference: 35320-6301 Commodity Code: 98836 Grounds Maintenance: Mowing, Edging, Plant (Not Tree) Trimming, etc.			1.0	EA	\$48,684.00	\$48,684.00
3	ELMD - Zone D - 353636 GL Account: 353636 - 6301 \$49,044.00 Cross Reference: 35340-6301 Commodity Code: 98836 Grounds Maintenance: Mowing, Edging, Plant (Not Tree) Trimming, etc.			1.0	EA	\$49,044.00	\$49,044.00
4	District 31 - 376666 RESOLUTION NO. 2019-119 CONTRACT AGREEMENT NO. 19050			1.0	EA	\$73,584.00	\$73,584.00

**CONTINUED ON
NEXT PAGE**



Purchase Order

Fiscal Year 2020

Page: 2 of 2

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Purchase Order # **2200304**

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VENDOR

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Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
		619-464-3305		1200250		RESO NO. 2019-119	
Date Ordered		Vendor Number		Date Required		Freight Method/Terms	
07/17/2019		201940		07/01/2019		FOB DEST/NET 30	
						Department/Location	
						Public Works	
Item#	Description/PartNo			QTY	UOM	Unit Price	Extended Price
	GL Account: 376666 - 6301						\$73,584.00
	Cross Reference: 37600-6301						
	Commodity Code: 98836						
	Grounds Maintenance: Mowing, Edging, Plant (Not Tree) Trimming, etc.						
	***** GL SUMMARY *****						
	353633 - 6301						\$49,644.00
	353634 - 6301						\$48,684.00
	353636 - 6301						\$49,044.00
	376666 - 6301						\$73,584.00

By: David Biecy
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	65
Total Ext. Price	\$220,956.00
PO Total	\$220,956.00



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Purchase Order # **2200305**

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Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
		619-464-3305		1200253		RESO NO. 2019-119	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location		
07/17/2019	201940	07/01/2019	FOB DEST/NET 30		Public Works		
Item#	Description/PartNo			QTY	UOM	Unit Price	Extended Price
1	LANDSCAPE MAINTENANCE SERVICES The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading LANDSCAPE MAINTENANCE SERVICES FOR THE OPEN SPACE GROUP 3 DISTRICTS FOR THE PERIOD JULY 1, 2019 TO JUNE 30, 2020 CFD 12-M (Area 1) Vil 7 McMillin - 343616 GL Account: 343616 - 6301 \$235,320.00 Cross Reference: 34310-6301 Commodity Code: 98836 Grounds Maintenance: Mowing, Edging, Plant (Not Tree) Trimming, etc.			1.0	EA	\$235,320.00	\$235,320.00
2	CFD 12-M (Area 2) - Vil 7 Otoy Ranch - 345618 RESOLUTION NO. 2019-119 CONTRACT AGREEMENT NO. 19050 GL Account: 345618 - 6301 \$238,968.00 Cross Reference: 34500-6301 Commodity Code: 98836 Grounds Maintenance: Mowing, Edging, Plant (Not Tree) Trimming, etc.			1.0	EA	\$238,968.00	\$238,968.00
***** GL SUMMARY *****							
		343616 - 6301				\$235,320.00	
		345618 - 6301				\$238,968.00	

	66
Total Ext. Price	\$474,288.00
PO Total	\$474,288.00

By: David Biegy
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Purchase Order # **2200306**

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Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
		619-464-3305		1200255		RESO NO. 2019-119	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location		
07/17/2019	201940	07/01/2019	FOB DEST/NET 30		Public Works		
Item#	Description/PartNo			QTY	UOM	Unit Price	Extended Price
1	LANDSCAPE MAINTENANCE SERVICES The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading LANDSCAPE MAINTENANCE SERVICES FOR THE OPEN SPACE GROUP 5 DISTRICTS FOR THE PERIOD JULY 1, 2019 TO JUNE 30, 2020 District 14 - 367650 GL Account: 367650 - 6301 \$132,996.00 Cross Reference: 36700-6301 Commodity Code: 98836 Grounds Maintenance: Mowing, Edging, Plant (Not Tree) Trimming, etc.			1.0	EA	\$132,996.00	\$132,996.00
2	District 15 - 368651 GL Account: 368651 - 6301 \$5,652.00 Cross Reference: 36800-6301 Commodity Code: 98836 Grounds Maintenance: Mowing, Edging, Plant (Not Tree) Trimming, etc.			1.0	EA	\$5,652.00	\$5,652.00
3	District 24 - 374664 GL Account: 374664 - 6301 \$6,024.00 Cross Reference: 37400-6301 Commodity Code: 98836 Grounds Maintenance: Mowing, Edging, Plant (Not Tree) Trimming, etc.			1.0	EA	\$6,024.00	\$6,024.00
4	CFD 08-M (Area 1) - Vil 6 McMillin - 379623 GL Account: 379623 - 6301 \$256,920.00			1.0	EA	\$256,920.00	\$256,920.00

CONTINUED ON
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Purchase Order

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Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
		619-464-3305		1200255		RESO NO. 2019-119	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location		
07/17/2019	201940	07/01/2019	FOB DEST/NET 30		Public Works		
Item#	Description/PartNo			QTY	UOM	Unit Price	Extended Price
	Cross Reference: 37910-6301						
	Commodity Code: 98836		Grounds Maintenance: Mowing, Edging, Plant (Not Tree) Trimming, etc.				
5	CFD 08-M (Area 2) - Vil 6 Otay Ranch - 379624			1.0	EA	\$203,004.00	\$203,004.00
	RESOLUTION NO. 2019-119 CONTRACT AGREEMENT NO. 19050						
	GL Account: 379624 - 6301		\$203,004.00				
	Cross Reference: 37920-6301						
	Commodity Code: 98836		Grounds Maintenance: Mowing, Edging, Plant (Not Tree) Trimming, etc.				
	***** GL SUMMARY *****						
	367650 - 6301		\$132,996.00				
	368651 - 6301		\$5,652.00				
	374664 - 6301		\$6,024.00				
	379623 - 6301		\$256,920.00				
	379624 - 6301		\$203,004.00				

	68
Total Ext. Price	\$604,596.00
PO Total	\$604,596.00

By: David Billy
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Purchase Order

Fiscal Year 2020

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Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
		619-464-3305		1200256		RESO NO. 2019-119	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location		
07/17/2019	201940	07/01/2019	FOB DEST/NET 30		Public Works		
Item#	Description/PartNo			QTY	UOM	Unit Price	Extended Price
1	LANDSCAPE MAINTENANCE SERVICES The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading LANDSCAPE MAINTENANCE SERVICES FOR THE OPEN SPACE GROUP 6 DISTRICTS FOR THE PERIOD JULY 1, 2019 TO JUNE 30, 2020 CFD 99-2 Otay Ranch Vil One West (North Slopes) - 382626 GL Account: 382626 - 6301 \$281,340.00 Cross Reference: 38200-6301 Commodity Code: 98836 Grounds Maintenance: Mowing, Edging, Plant (Not Tree) Trimming, etc.			1.0	EA	\$281,340.00	\$281,340.00
2	CFD 99-2 Otay Ranch Vil One West (South Slopes) - 382626 GL Account: 382626 - 6301 \$106,104.00 Cross Reference: 38200-6301 Commodity Code: 98836 Grounds Maintenance: Mowing, Edging, Plant (Not Tree) Trimming, etc.			1.0	EA	\$106,104.00	\$106,104.00
3	CFD 97-1 Otay Ranch STA-B - 388629 GL Account: 388629 - 6301 \$658,908.00 Cross Reference: 38820-6301 Commodity Code: 98836 Grounds Maintenance: Mowing, Edging, Plant (Not Tree) Trimming, etc.			1.0	EA	\$658,908.00	\$658,908.00
4	CFD 99-2 OR Vil One West - TCRD - 382626 GL Account: 382626 - 6301 \$7,274.00			1.0	EA	\$7,274.00	\$7,274.00



Purchase Order

Fiscal Year 2020

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Purchase Order #	2200307

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VENDOR

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7980 LEMON GROVE WAY
LEMON GROVE, CA 91945
Email: SUSANA@AZTECLANDSCAPING.COM
Fax: 619-464-3305

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Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference			
	619-464-3305	1200256	RESO NO. 2019-119			
Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location		
07/17/2019	201940	07/01/2019	FOB DEST/NET 30	Public Works		
Item#	Description/PartNo		QTY	UOM	Unit Price	Extended Price
	Cross Reference: 38200-6301					
	Commodity Code: 98836 Grounds Maintenance: Mowing, Edging, Plant (Not Tree) Trimming, etc.					
5	CFD 98-3 Sunbow II - TCRD - 387627		1.0	EA	\$55,315.00	\$55,315.00
	GL Account: 387627 - 6301 \$55,315.00					
	Cross Reference: 38700-6301					
	Commodity Code: 98836 Grounds Maintenance: Mowing, Edging, Plant (Not Tree) Trimming, etc.					
6	CFD 97-1 Otay Ranch Area A - TCRD - 388628		1.0	EA	\$110,787.00	\$110,787.00
	RESOLUTION NO. 2019-119 CONTRACT AGREEMENT NO. 19050					
	GL Account: 388628 - 6301 \$110,787.00					
	Cross Reference: 38810-6301					
	Commodity Code: 98836 Grounds Maintenance: Mowing, Edging, Plant (Not Tree) Trimming, etc.					
	***** GL SUMMARY *****					
	382626 - 6301				\$394,718.00	
	387627 - 6301				\$55,315.00	
	388628 - 6301				\$110,787.00	
	388629 - 6301				\$658,908.00	

	70
Total Ext. Price	\$1,219,728.00
PO Total	\$1,219,728.00

By: David Biley
Authorized Signature



Purchase Order

Fiscal Year 2020

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Purchase Order # **2200308**

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Fax: 619-464-3305

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Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
		619-464-3305		1200259		RESO NO. 2019-119	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location		
07/17/2019	201940	07/01/2019	FOB DEST/NET 30		Public Works		
Item#	Description/PartNo			QTY	UOM	Unit Price	Extended Price
1	LANDSCAPE MAINTENANCE SERVICES The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading LANDSCAPE MAINTENANCE SERVICES FOR THE OPEN SPACE GROUP 7 DISTRICTS FOR THE PERIOD JULY 1, 2019 TO JUNE 30, 2020 CFD 13-M Vil 2 (Olympic Pkwy/SantaVenetia) - 344617 GL Account: 344617 - 6301 \$87,072.00 Cross Reference: 34400-6301 Commodity Code: 98836 Grounds Maintenance: Mowing, Edging, Plant (Not Tree) Trimming, etc.			1.0	EA	\$87,072.00	\$87,072.00
2	CFD 13-M Vil 2 (SL16, SL22, & SV7) - 344617 GL Account: 344617 - 6301 \$68,028.00 Cross Reference: 34400-6301 Commodity Code: 98836 Grounds Maintenance: Mowing, Edging, Plant (Not Tree) Trimming, etc.			1.0	EA	\$68,028.00	\$68,028.00
3	CFD 08-M (Area 2 - Vil 6 OR) - OP - 379624 GL Account: 379624 - 6301 \$35,025.00 Cross Reference: 37920-6301 Commodity Code: 98836 Grounds Maintenance: Mowing, Edging, Plant (Not Tree) Trimming, etc.			1.0	EA	\$35,025.00	\$35,025.00
4	CFD 99-2 OR Vil One West - OP - 382626			1.0	EA	\$36,958.00	\$36,958.00

CONTINUED ON NEXT PAGE



Purchase Order

Fiscal Year 2020

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Purchase Order #	2200308

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VENDOR

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Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
		619-464-3305		1200259		RESO NO. 2019-119	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location		
07/17/2019	201940	07/01/2019	FOB DEST/NET 30		Public Works		
Item#	Description/PartNo			QTY	UOM	Unit Price	Extended Price
	GL Account: 382626 - 6301 Cross Reference: 38200-6301						\$36,958.00
	Commodity Code: 98836 Grounds Maintenance: Mowing, Edging, Plant (Not Tree) Trimming, etc.						
5	CFD 98-3 Sunbow II - OP - 387627			1.0	EA	\$132,702.00	\$132,702.00
	GL Account: 387627 - 6301 Cross Reference: 38700-6301						\$132,702.00
	Commodity Code: 98836 Grounds Maintenance: Mowing, Edging, Plant (Not Tree) Trimming, etc.						
6	CFD 97-1 Otay Ranch Area A - OP - 388628			1.0	EA	\$74,939.00	\$74,939.00
	RESOLUTION NO. 2019-119 CONTRACT AGREEMENT NO. 19050						
	GL Account: 388628 - 6301 Cross Reference: 38810-6301						\$74,939.00
	Commodity Code: 98836 Grounds Maintenance: Mowing, Edging, Plant (Not Tree) Trimming, etc.						
	***** GL SUMMARY *****						
	344617 - 6301						\$155,100.00
	379624 - 6301						\$35,025.00
	382626 - 6301						\$36,958.00
	387627 - 6301						\$132,702.00
	388628 - 6301						\$74,939.00

	72
Total Ext. Price	\$434,724.00
PO Total	\$434,724.00

By: David Biegy
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Purchase Order

Fiscal Year 2020

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Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
		619-464-3305		1200262		RESO NO. 2019-119	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location		
07/17/2019	201940	07/01/2019	FOB DEST/NET 30		Public Works		
Item#	Description/PartNo			QTY	UOM	Unit Price	Extended Price
	LANDSCAPE MAINTENANCE SERVICES The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading						
1	LANDSCAPE MAINTENANCE SERVICES FOR THE OPEN SPACE GROUP 10 DISTRICTS FOR THE PERIOD JULY 1, 2019 TO JUNE 30, 2020 CFD 11-M Rolling Hills Ranch - 342615 GL Account: 342615 - 6301 \$45,576.00 Cross Reference: 34200-6301 Commodity Code: 98836 Grounds Maintenance: Mowing, Edging, Plant (Not Tree) Trimming, etc.			1.0	EA	\$45,576.00	\$45,576.00
2	District 3 - 356640 GL Account: 356640 - 6301 \$21,648.00 Cross Reference: 35600-6301 Commodity Code: 98836 Grounds Maintenance: Mowing, Edging, Plant (Not Tree) Trimming, etc.			1.0	EA	\$21,648.00	\$21,648.00
3	District 4 - 357641 GL Account: 357641 - 6301 \$68,184.00 Cross Reference: 35700-6301 Commodity Code: 98836 Grounds Maintenance: Mowing, Edging, Plant (Not Tree) Trimming, etc.			1.0	EA	\$68,184.00	\$68,184.00
4	District 8 - 362645 GL Account: 362645 - 6301 \$40,248.00			1.0	EA	\$40,248.00	\$40,248.00

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Purchase Order

Fiscal Year 2020

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Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference			
	619-464-3305	1200262	RESO NO. 2019-119			
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location	
07/17/2019	201940	07/01/2019	FOB DEST/NET 30		Public Works	
Item#	Description/PartNo		QTY	UOM	Unit Price	Extended Price
	Cross Reference: 36200-6301					
	Commodity Code: 98836	Grounds Maintenance: Mowing, Edging, Plant (Not Tree) Trimming, etc.				
5	CFD 07-M (Area 1) Eastlake Woods & Vistas - 378621		1.0	EA	\$194,100.00	\$194,100.00
	GL Account: 378621 - 6301				\$194,100.00	
	Cross Reference: 37810-6301					
	Commodity Code: 98836	Grounds Maintenance: Mowing, Edging, Plant (Not Tree) Trimming, etc.				
6	CFD 07-M (Area 2) - Land Swap Parcel - 378622		1.0	EA	\$58,488.00	\$58,488.00
	RESOLUTION NO. 2019-119 CONTRACT AGREEMENT NO. 19050					
	GL Account: 378622 - 6301				\$58,488.00	
	Cross Reference: 37820-6301					
	Commodity Code: 98836	Grounds Maintenance: Mowing, Edging, Plant (Not Tree) Trimming, etc.				
	***** GL SUMMARY *****					
	342615 - 6301				\$45,576.00	
	356640 - 6301				\$21,648.00	
	357641 - 6301				\$68,184.00	
	362645 - 6301				\$40,248.00	
	378621 - 6301				\$194,100.00	
	378622 - 6301				\$58,488.00	

	74
Total Ext. Price	\$428,244.00
PO Total	\$428,244.00

By: David Biley
Authorized Signature

COMPLETED PROJECTS

Project # 1

Location: City of Coronado

Project Contact: Arturo Valdivia

Scope of Work: Demo, grading, weed abatement, soil preparation, planting of selected plant palette, removal and upgrading of existing irrigation to low volume drip system in existing plant area. Installation of specified cobble along with installation of Mirafi N. Series filter fabric throughout planters in Coronado Cays

Project Value: \$99,423.00

City of Coronado – Coronado Cay’s Median Enhancement Phase 2 – Project Photos



Coronado Cay's Median Enhancement Phase 2 – Project Photos



Coronado Cay's Median Enhancement Phase 2 – Project Photos



Coronado Cay's Median Enhancement Phase 2 – Project Photos



Coronado Cay's Median Enhancement Phase 2 – Project Photos



Coronado Cay's Median Enhancement Phase 2 – Project Photos



Project # 2

Location: City of San Diego

Project Contact: Joe Storniolo

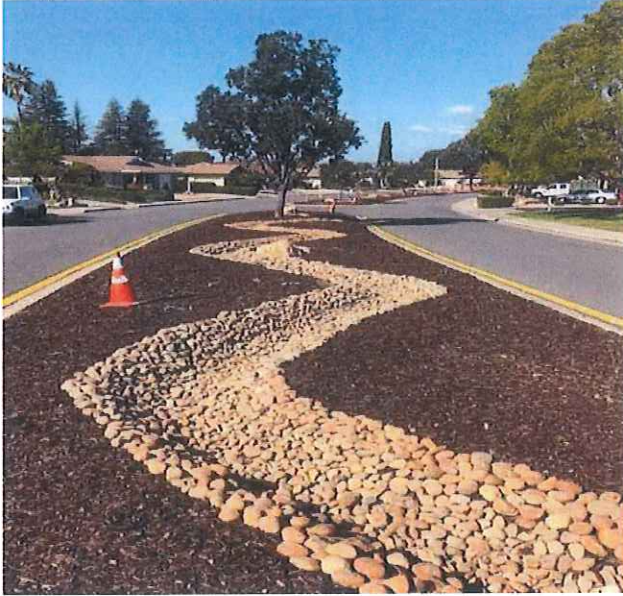
Scope of Work: The following proposal is for the installation of dry river bed to (6) medians along Bernardo Oaks. Native soil to be removed in order to make swell for river bed. All exported material will be hauled off site. The dry creek bed will use 1-3" and 3-5" Mexican Sunburst cobble at 36" max width.

Project Value: \$45,055.00

City of San Diego – Bernardo Oaks Riverbed Install Project – Before Photos



City of San Diego – Bernardo Oaks Riverbed Install Project – After Photos



Project # 3

Location: San Diego County Regional Airport Authority

Project Contact: Jeronimo Chavez

Project Value: \$ 121,802.25

Scope of Work: Project to remove all existing plant material and turf, leaving Coral trees in place. Turf median to be retro-fitted by removing all over head irrigation and using Netafim Techline to irrigate new drought tolerant plant pallet. AZTEC designed and installed new circular median utilizing (3) different aggregate sizes and incorporating new plants into design. All areas received weed fabric layer under aggregate. New electrical outlets were installed and all new low voltage lighting was furnished and installed.



Project # 4

Location: San Diego County Regional Airport Authority

Project Contact: Jeronimo Chavez

Scope of Work: Complete installation of the pet relief station at Terminal 1 adjacent to the Guillermo Statue. Price to include the installation of Black vinyl fence to enclose the area , leaving an opening off main sidewalk. Existing shrubs and soil to be removed by hand since area is not accessible with equipment and all debris disposed off site. Approximately 3" of native soil to be exported and new Class II Base to be installed and compacted in place for proper drainage of artificial turf. New artificial turf to be installed using a Tall Fescue variety . All irrigation to be retrofitted to accommodate new layout. of artificial turf and shrubs which will remain in place. One (1) new pet and human fountain to be installed along with one (1) pet relief station waste basket and dispenser for bags, in addition one (1) mock fire to be installed and to match existing pet relief stations. All new plumbing for fountain to be installed using existing irrigation main line potable water.

Project Value: \$23,575.00

Artificial Turf Installation - Before



Artificial Turf Installation - After



Project # 5

Location: City of San Diego – Carmel Valley Recreation Center

Project Contact: Sarah Erazo

Scope of Work: Complete renovation of field at Carmel Valley Park. Entire 30,625 sq. ft. of existing grass to be removed by 1/2". All material to be hauled off and disposed off-site. Native soil to be rototilled and amended before new topsoil to be installed and laser leveled. Approx. 70 tons of material will be imported and used for the finish grade and to ensure a smooth finish and appropriate flow. All irrigation heads to be adjusted to new laser leveled height, in order to lay flush with new sod. All irrigation to have head to head coverage with adequate pressure prior to the commencement of the project. Price does not include the spraying of any wire grass.

Project Value: \$113,540.00

Carmel Valley Recreation Center Project – Before Photos



Carmel Valley Recreation Center Project – After Photos



Project # 6

Location: City of San Diego – Urban Village

Project Contact: Raul Contreras

Scope of Work: Hydro-seeding of the north and south sections of the Rosa Parks field using Sports mix choice turf seed (Perennial Rye/Bermuda Blend (winter blend)) at rate of 10# per 1000 sq. ft. or using Sports mix # 2i at a rate of 12# per 1000 sq. ft. depending on time of year. Price included the installation of material to approx. 214,000 sq. ft. (94,000 north field and 120,000 south field per time).

Project Value: \$64,473.20

Hydo-seeding



Project # 7

Location: San Diego County Regional Airport Authority

Project Contact: Jeronimo Chavez

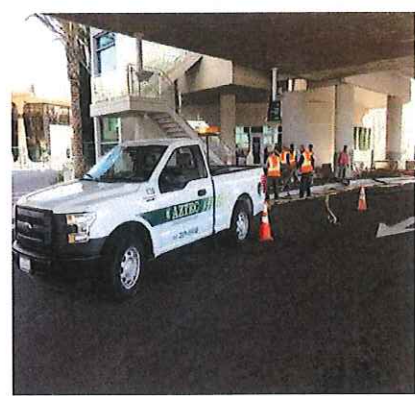
Scope of Work: Project is to retro-fit existing cobble planters located at the USO staging area at Terminal 2. Three (3) planters have been identified to have existing 6-8” cobble, large boulders, Sago palms and Sansevieria installed in them which will be removed and replaced with color matching concrete with Acid Etching finish. Breakdown includes LED up-lighting, light bollard relocating, plant, cobble and boulder relocating. All plants that will be removed from existing planters and will be transplanted and re-used in new pots since same plant material is used in other parts of the Airport. All boulders and cobble will be staged at location indicated by Airport, for future Xeriscape projects.

Project Value: \$ 135,548.37

San Diego Airport –USO Project – Before Photos



San Diego Airport –USO Project – After Photos





Rafael A. Aguilar

7980 Lemon Grove Way Lemon Grove, CA 91945 Tel # 619-464-3303 ext. 106

Profile:

Vice-President of Operations for Aztec Landscaping, Inc. since 1995. The objective in this position is to deliver quality, consistent, reliable and efficient landscape services through each Team Leader and Member

Certifications:

- Certified Qualified Pesticide Applicator for Category B License No. QAL 102595
- Certified Arborist # WE-8438A
- Certificate holder for Sports Fields Maintenance
- Certificate holder for Storm Drain Prevention
- Certificate holder for Water Conservation
- Certified in Storm Water Pollution Prevention Planning (SWPP's)
- Certificate of training in "traffic control" and "traffic control flagger"
- Ornamental Horticulturist

Memberships:

- Member of California Landscape Contractor's Association
- Member of Pesticide Applicator's Professional Association
- Member of UCD Family Business Forum
- Member of Hispanic Chamber of Commerce
- Member of Greater San Diego Chamber of Commerce

SKILLS:

- Extensive experience with State, Federal, local and private landscape/grounds maintenance specifications
- Knowledge of pesticide regulations and procedures
- Tree and shrub trimming, sod installation, fertilizing, de-thatch, aerification, hydro-seeding, topdressing, checking and maintaining irrigation systems including Calsense irrigation, Maxi Com, Hunter ICC, pest control, weed control and prevention.
- Working knowledge of landscape construction and new installation
- Warehousing, production control, quality control, and inventory control
- Fundamental knowledge in repair and maintenance of irrigation systems. Knowledge of Calsense Irrigation Systems, MaxiCom, Hunter ICC.
- Extensive knowledge in estimating/bidding procedures
- Manages over 110 active accounts in tree work, landscape and all phases of landscape construction
- Manages over 271 full time employees
- Capable of design and installation of Xeriscape Gardens
- Knowledge of Xeriscape plants, natives, noxious weeds, drought tolerant plant material
- Experienced in installation and maintenance of sports fields

EQUIPMENT EXPERIENCE:

- Wheel horses
- Chain Saws
- Spray Tanks w/ boom attachment
- Tractors (back hoe, dozer, bobcat)
- Riding lawn mowers
- Automatic control timers
- Calsense Irrigation Systems

EQUIPMENT
EXPERIENCE:

- Boom Trucks
- Chippers
- Sod cutters, rototillers
- De-thatches / flair mowers
- Dump trucks w/ swap loader attachments

WORK
EXPERIENCE:

Vice-President of Operations; Aztec Landscaping, Inc., San Diego, CA. 1995 - Present

Currently Manages over 300 full times employees, Supervises nine Account Managers, oversees Production of company, Quality Assurance, Recruits, interviews, hires, disciplines, evaluates and terminates landscape maintenance field staff, is fluent both in English and Spanish, manages inventory of materials and equipment for entire company, Supervises the mixing and application of herbicides and pesticides, negotiates and binds landscape contracts, conducts walkthroughs with client, promotes landscape maintenance and Tree programs offered by company. Company representative for public affairs and is responsible for purchasing and implementing of latest landscape tools and products to improve quality and productivity. Recognized leader with ability to prioritize, coordinate and direct multiple tasks, ensuring accuracy and regulatory compliance.

Jonathan Bermudez

7980 Lemon Grove Way, Lemon Grove, Ca 91945
Tele. No. (619) 997-7107

Profile:

Progressive, practical, hands-on people-oriented Landscape Supervisor specializing in managing all aspects of Grounds and Facilities maintenance programs. **Takes pride** in quality and workmanship. **Extremely Conscientious and self motivated** working effectively with persons in all levels and of diverse personalities and backgrounds. **Well organized** and ability to coordinate and complete projects in an accurate, timely and efficient manner. **Able to communicate in Spanish and English. Recognized leader** with ability to prioritize, coordinate and direct multiple tasks, ensuring accuracy and regulatory compliance. **Good health and a positive attitude** towards both life and work. **Recognized** for *reliability and committed to professionalism.*

Experience & Skills:

- Municipal and Commercial grounds maintenance
- Chemical cleaning solutions including safety precautions and pest control
- Landscape Industry Certified Technician – Ornamental Maintenance
- Certified in “Reclaimed Water” thru City of San Diego
- Tree and shrub trimming, sodding, fertilizing and weed control
- Warehousing, production control, quality control, and inventory control
- Landscape plan reading, drainage
- Repair, maintenance and installation of irrigation systems.
- Knowledge of: Calsense, Maxicon, Hunter, RainBird, Toro, and Irritrol irrigation systems
- Budget requirements including projected and unplanned expenditures.
- Knowledge of new, existing and retrofitting irrigation systems

Equipment Experience:

- Wheel horses
- Chain Saws
- Tractors
- Riding lawn mowers
- Automatic control timers
- Calsense Irrigation Systems, Maxicon, Hunter, Rainbird, Irritrol
- Skid Steers and Landscape tractors
- Ride-on and walk behind trenchers
- Toner
- Leak detection

Work Experience:

Grounds Supervisor Aztec Landscaping, San Diego, Ca. May 2012- Present
Supervised various areas throughout the County of San Diego including the City of San Diego, City of Imperial Beach, County of San Diego. Currently he is supervising contracts at City of Lemon Grove, City of San Diego and County of San Diego in conjunction with various commercial sites. He has experience in managing a total of over 16 employees in landscape maintenance services.

- Foreman / Irrigation Tech, Aztec Landscaping, San Diego, Ca. **September 2008 – May 2012**
- Reliable Truss Inc. Fontana, CA 92334 **August 2004 – August 2007**

FOREMEN RESUME

Foreman poses between 6-8 years' experience in the landscape industry. All foremen will report to the site supervisor on a daily basis. Foremen assigned to Gas Tax Program Contract are:

- ❖ Cesar Benitez – AZTEC Employee since – December 2014; previous experience from
- ❖ Brian Villalpando – AZTEC Employee since – February 2013; previous experience from

FOREMEN Qualifications include:

- 6 -8 years of commercial landscape experience
- Trained in fundamental irrigation programming ie, Rain Master Remote Control Irrigations Systems, Weather Matrix Remote Control Irrigations Systems, Maxi-Com Satellite Systems, Calsence Satellite Systems, Hunter ICC Systems, SmartLine, Weather Staintian, ET Station
- Fully trained in all aspects of pesticide application and handling including transportation, mixing and labeling
- Able to read, speak and write in English sufficiently enough to convey information
- Advanced pruning and trimming skills
- Proficient in the use of landscape tools and equipment: pole pruner, ride-on mowers, large walk behind mowers, push spreaders
- Prune trees and shrubs to encourage healthy growth
- Stake and tie trees and shrubs
- Identifies general needs of plants
- Recognizes plant material under stress or in a problem state
- Uses proper chemical application techniques
- Understands irrigation principals including clock programming, adjusting and repairs.
- Trains and delegates work to crewmembers
- Maintains equipment in good operating condition
- Plant identification and complete planting skills

LABORERS RESUME

Maintenance Laborers have between 3-5 years' experience in the landscape industry. All laborers will report to their foreman on a daily basis. Laborers assigned to Gas Tax Program Contract are:

- ❖ Jose Eduardo Ramirez Santiago
- ❖ Luis Fernando Granados
- ❖ Sergio Ramos
- ❖ Hector Santiago
- ❖ Eliseo Ramos

Laborers Qualifications are:

- 3 -5 years in commercial landscape industry
- Legal documentation to verify employment eligibility
- Uses tools properly
- Communicate with Foreman regarding progress of tasks
- Basic pruning and trimming skills
- Litter control
- Proficient in use of basic hand tools: rake, broom, hoe, shovel, cultivator, water hose, hand pruners, hedge sheers
- Proficient in use of power equipment, hedge trimmers, line trimmers, 21" lawn mowers and leaf blowers
- Basic planting skills
- Loading and unloading of truck and trailer

Capacity and Capability to provide enhanced services:

As the incumbent, we have provided services for Gas Tax program sites for over six (6) years. Four (4) of which included the monthly, quarterly and semi-annual sites and within the last two (2) years we have been providing services for weekly sites to both contracts which were consolidated into one contract. This has made it easy for the City of San Diego to track work orders, staff by only having one point of contact for the entire contract.

We plan on having the same team who have been servicing these sites which will be a seamless continuation of the contract. Jonathan Bermudez has been the manager and main contact for the City of San Diego since commencement of the project. He is knowledgeable of all the sites, its requirements, including areas that require manual watering with our water truck.

We have upgraded old manual valves to automatic battery-operated valves which has reduced over watering and improved overall health of the plant material by our suggested retrofits. We have developed a working relationship with the community members and business owners with in the gas tax medians (reference Completed Work in proposal section for additional projects AZTEC has completed for various entities including City of San Diego).

Our staff are trained in proper set up and take down of traffic control, pesticide and herbicide handling and application, first aid and safe working practices around vehicular traffic. All of our trucks have state of the art LED light beacons which help protect the community and our employees while servicing the sites. We use the latest in landscape equipment to provide professional landscape care while being efficient and environmentally conscious.

We have created an annual schedule of work that has a detailed approach so all activates are programmed and are adhered to. We employ over three hundred (300) employees which allows us a larger labor force where we can pull from on days that employees get sick, have an emergency or go on vacation. This allows us the flexibility to maintain eight (8) men full time available to meet the contract requirements. AZTEC also owns all of its equipment, which enables us to provide a quicker response time on routine and non-routine work (reference Current Capacity in proposal response).

CURRENT CAPACITY				
QUANTITY	ITEM NAME	MANUFACTURER	MODEL	YEAR
GENERAL LANDSCAPE /CONSTRUCTION SPECIALTY EQUIPMENT				
1	Street Sweeper	Tymco	K582S	2010
8	200 gal. Hot Pressure Washer	Hydro-tech & Hotsy		2001,2009,2019
1	10 Wheeler Tractor Trailer	Western Star	8/9/1915	2018
1	Dump Truck	Freightliner	M6	2006
1	Ferightliner Chipper Truck	Freightliner	M2	2018
8	40 Yard Containers Trash Dumpster	ConFab	Swap	2017
1	24 yard Chipper Truck with swap loader frame	ConFab	Swap	2017
1	Skid Steer	Caterpillar Hi-Flow	262D	2017
SPORTS TURF / TURF CARE EQUIPMENT				
1	16' Ground-Master	Toro	5900	2016
8	72" Rotary Mower	Exmark	Laser	2010
5	48" Rotary Mower	Exmark	Laser	2009
1	36" Toro Grand Stand with bagger	Toro	Grandstand	2019
1	48" Mower with bagger	Toro	Grandstand	2019
1	Tripleplex 7' Reel Mower	Toro	Reelmaster	2001
1	Turf Sweeper	SmithCo	SSD60	2010
2	Tractor -attachments include (fertilizer spreader, renovator, aerator, de-thatcher & brush mower)	Kubota	MX5100	2009
2	Tractor	Kubota	9000 Series	2010
1	1100 Lb. PTO Driven Fertilizer Spreader	Lely		2009
1	800 Lb. PTO Driver Fertilizer Spreader	Lely	Tow-behind	2004
1	Soil Spreader	Tierratopper	2 cu. yd. cap	1999
	Spike & Chain drags			
1	42" Spike			
1	80" Drag			
1	42" Drag			
4	Walk behind Aerator	Ryan		2010
2	Tow-behind Aerator	12'	Lawnaire V	2000
OPEN SPACE /FIELD MOWING / BRUSH MANAGEMENT				
1	PTO Driven tow-behind brush mower	John Deere	60"	2006
1	11' Flail Mower	Befco	132"	2010
1	48" Heavy duty Flair Mower / Alamo renovator with straight & hook knives	Alamo	SH7410301	1998
1	Agriculture Closed Cab Tractor with Alamo Broom Buzz Bar	John Deere	605 M	2014
4	Chippers	Vermeer	BC1500	2013
1	Water Buffalo	Custom	500 gal.	2019

CURRENT CAPACITY				
QUANTITY	ITEM NAME	MANUFACTURER	MODEL	YEAR
	GENERAL SERVICE VEHICLES			
106	Work Trucks	Ford	F150/F350	2000- Newer
4	Econo-line Van	Ford	Van	2007-2008
16	Transit Van	Ford	Transit	2016
1	Dump Truck (4yd) capacity	Ford	F450	2019
3	Polaris Ranger	Polaris	4WD	2008
1	Gator	John Deere	4WD	2010
12	Small Work Truck	Ford	Ranger	2004- Newer
6	EZ-Go Golfcarts			
1	Utility Cart	Kabota	UTV Diesel	2014
3	Taylor Dunn Electric Trucks	Taylor Dunn		2015
	GENERAL SERVICE EQUIPMENT			
1	Seeder / Slicer	Ryan		
15	Remote Control Irrigation Remotes	Rainmaster		
26	Edgers	McLane		
219	Hand Blowers & Backpack Blowers	Red Max		
50	Backpack Sprayers	Red Max / Solo		
32	Chainsaws	Stihl		
172	Weed Whips	Red Max & Stihl		
330	Loppers / small hand tools	Corona		
24	Trailers	Texas Trailers/Ronco		
151	Hedge Trimmer	Stihl		
	Misc. Tools			
31	21" Recycler Mower	Toro		
8	36" Recycler Mower	Exmark		
3	48" Recycler Mower	Exmark		
1	61" Recycler Mower	Ferris	15700Z	
3	72" Recycler Mower	Exmark		
1	36" Toro Grandstand with bagger	Toro	Grandstand	2019
1	48" Mower with bagger	Toro	Grandstand	2019
1	4000 D - 160	Toro		

Specialty Equipment Equipment Owned and Operated by AZTEC

2000 – Newer Fleet of over 89 vehicles consisting of Irrigation Transit Vans, Landscape Maintenance Crew F150 – F550.



2018 Skid Steer Caterpillar Hi-flow 262D with grappler, smooth and brush buckets.



2014 John Deere Agriculture Closed Cab Tractor 605 M with Alamo renovator with straight and hook knives used for plant renovation, slope vegetation management and hard to reach area mowing and trimming.



2006 Freightliner M6 2000 Gal. Water Truck



2010 Kubota 9000 Series Tractor with attachments; i.e. fertilizer spreader, renovator, aerator, de-thacher and brush mower used for turf and open spaces.



2018 Western Star 10 Wheeler and 40 yard container trash dumpster. AZTEC owns and operates (10) interchangeable 40 yard containers for general trash, green waste and large area clean-ups.



Power Washers - Hydro-Tek Pro Mobile Wash Skid 3000 psi 16HP Pressure Washer Model SC30005VH (990 lbs.) and hot water with boiler used for all phases of power washing and disinfecting.



2010 Tymco Street Sweeper K582S used for median and right of way gutters



GAS TAX PROGRAM

Task	Frequency											
	January 2020	February 2020	March 2020	April 2020	May 2020	June 2020	July 2020	August 2020	September 2020	October 2020	November 2020	December 2020
CATEGORY - I - Street Medians Landscaped with Trees, Shrubs, and Groundcover - WEEKLY												
SUPERVISORY INSPECTION	1w	1w	1w	1w	1w	1w	1w	1w	1w	1w	1w	1w
IRRIGATION INSPECTION	1w	1w	1w	1w	1w	1w	1w	1w	1w	1w	1w	1w
MAINTENANCE & REPAIR OF IRRIGATION SYSTEMS	1w	1w	1w	1w	1w	1w	1w	1w	1w	1w	1w	1w
LITTER REMOVAL	1w	1w	1w	1w	1w	1w	1w	1w	1w	1w	1w	1w
WEED REMOVAL	1w	1w	1w	1w	1w	1w	1w	1w	1w	1w	1w	1w
PRUNING/EDGEING SHRUBS & GROUNDCOVER	1w	1w	1w	1w	1w	1w	1w	1w	1w	1w	1w	1w
FERTILIZATION - COMPLETE												
PEST CONTROL												
FUNGICIDE OR OTHER SPECIAL TREATMENT												
PLANT REPLACEMENT												
CATEGORY - IA - Street Medians Landscaped with Trees, Shrubs, and Groundcover - BI-WEEKLY												
SUPERVISORY INSPECTION												
IRRIGATION INSPECTION												
MAINTENANCE & REPAIR OF IRRIGATION SYSTEMS												
LITTER REMOVAL												
WEED REMOVAL												
PRUNING/EDGEING SHRUBS & GROUNDCOVER												
FERTILIZATION - COMPLETE												
PEST CONTROL												
FUNGICIDE OR OTHER SPECIAL TREATMENT												
PLANT REPLACEMENT												
CATEGORY - IB - Street Medians Landscaped with Trees, Shrubs, and Groundcover - MONTHLY												
SUPERVISORY INSPECTION												
IRRIGATION INSPECTION												
MAINTENANCE & REPAIR OF IRRIGATION SYSTEMS												
LITTER REMOVAL												
WEED REMOVAL												
PRUNING/EDGEING SHRUBS & GROUNDCOVER												
FERTILIZATION - COMPLETE												
PEST CONTROL												
FUNGICIDE OR OTHER SPECIAL TREATMENT												
PLANT REPLACEMENT												
CATEGORY - IIC - Street Medians Landscaped with Trees, Shrubs, and Groundcover - QUARTERLY												
SUPERVISORY INSPECTION												
IRRIGATION INSPECTION												
MAINTENANCE & REPAIR OF IRRIGATION SYSTEMS												
LITTER REMOVAL												
WEED REMOVAL												
PRUNING/EDGEING SHRUBS & GROUNDCOVER												
FERTILIZATION - COMPLETE												
PEST CONTROL												
FUNGICIDE OR OTHER SPECIAL TREATMENT												
PLANT REPLACEMENT												

GAS TAX PROGRAM

Task	Frequency											
	January 2020	February 2020	March 2020	April 2020	May 2020	June 2020	July 2020	August 2020	September 2020	October 2020	November 2020	December 2020
CATEGORY II - Stamped Concrete/Hardscape Medians - WEEKLY												
52	1w	1w	1w	1w	1w	1w	1w	1w	1w	1w	1w	1w
52	1w	1w	1w	1w	1w	1w	1w	1w	1w	1w	1w	1w
52	1w	1w	1w	1w	1w	1w	1w	1w	1w	1w	1w	1w
52	1w	1w	1w	1w	1w	1w	1w	1w	1w	1w	1w	1w
CATEGORY IIIA - Stamped Concrete/Hardscape Medians - BI-WEEKLY												
25	B-weekly	X	X	X	X	X	X	X	X	X	X	X
26	B-weekly	X	X	X	X	X	X	X	X	X	X	X
26	B-weekly	X	X	X	X	X	X	X	X	X	X	X
25	B-weekly	X	X	X	X	X	X	X	X	X	X	X
CATEGORY II B - Stamped Concrete/Hardscape Medians - MONTHLY												
12	Monthly	X	X	X	X	X	X	X	X	X	X	X
12	Monthly	X	X	X	X	X	X	X	X	X	X	X
12	Monthly	X	X	X	X	X	X	X	X	X	X	X
12	Monthly	X	X	X	X	X	X	X	X	X	X	X
CATEGORY II C - Stamped Concrete/Hardscape Medians - QUARTERLY												
4	Quarterly											
4	Quarterly											
4	Quarterly											
4	Quarterly											
CATEGORY III - Gutters - WEEKLY												
52	1w	1w	1w	1w	1w	1w	1w	1w	1w	1w	1w	1w
52	1w	1w	1w	1w	1w	1w	1w	1w	1w	1w	1w	1w
52	1w	1w	1w	1w	1w	1w	1w	1w	1w	1w	1w	1w
52	1w	1w	1w	1w	1w	1w	1w	1w	1w	1w	1w	1w
CATEGORY IIIA - Gutters - BI-WEEKLY												
26	B-weekly	X	X	X	X	X	X	X	X	X	X	X
26	B-weekly	X	X	X	X	X	X	X	X	X	X	X
26	B-weekly	X	X	X	X	X	X	X	X	X	X	X
26	B-weekly	X	X	X	X	X	X	X	X	X	X	X
CATEGORY II B - Gutters - MONTHLY												
12	Monthly	X	X	X	X	X	X	X	X	X	X	X
12	Monthly	X	X	X	X	X	X	X	X	X	X	X
12	Monthly	X	X	X	X	X	X	X	X	X	X	X
12	Monthly	X	X	X	X	X	X	X	X	X	X	X
CATEGORY II B - Gutters - QUARTERLY												
4	Quarterly											
4	Quarterly											
4	Quarterly											
4	Quarterly											

SAFETY DATA SHEET



MERIT® 75 WSP INSECTICIDE

Version 3.0 / USA
102000007120

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

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

Product identifier

Trade name MERIT® 75 WSP INSECTICIDE

Product code (UVP) 04399455

SDS Number 102000007120

EPA Registration No. 432-1318

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

Use Insecticide

Restrictions on use See product label for restrictions.

Information on supplier

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

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

Emergency telephone no.

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

Product Information Telephone Number 1-800-331-2867

SECTION 2: HAZARDS IDENTIFICATION

Classification in accordance with regulation HCS 29CFR §1910.1200

Acute toxicity(Oral, Inhalation): Category 4
Combustible dust

Labelling in accordance with regulation HCS 29CFR §1910.1200



Signal word: Warning

Hazard statements

Harmful if swallowed.

Harmful if inhaled.

May form combustible dust - air mixtures.

Conduct Dust Hazard Assessment (DHA).

SAFETY DATA SHEET



MERIT® 75 WSP INSECTICIDE

Version 3.0 / USA
102000007120

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

Precautionary statements

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

Hazards Not Otherwise Classified (HNOC)

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

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

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

SECTION 4: FIRST AID MEASURES

Description of first aid measures

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

Most important symptoms and effects, both acute and delayed

Symptoms To date no symptoms are known.

SAFETY DATA SHEET



MERIT® 75 WSP INSECTICIDE

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Indication of any immediate medical attention and special treatment needed

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

SECTION 5: FIREFIGHTING MEASURES

Extinguishing media

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

Unsuitable High volume water jet

Advice for firefighters

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

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

Flash point Not applicable

Auto-ignition temperature No data available

Lower explosion limit Not applicable

Upper explosion limit Not applicable

Explosivity No data available

Dust explosion class No data available

SECTION 6: ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures

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

Methods and materials for containment and cleaning up

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

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

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

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SECTION 7: HANDLING AND STORAGE

Precautions for safe handling

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

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

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

Conditions for safe storage, including any incompatibilities

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

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

Control parameters

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

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

Exposure controls

Personal protective equipment

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

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

Hand protection Chemical resistant nitrile rubber gloves

Eye protection Tightly fitting safety goggles

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

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

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

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

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

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SECTION 10: STABILITY AND REACTIVITY

Reactivity

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

SECTION 11: TOXICOLOGICAL INFORMATION

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

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sensitisation

Assessment STOT Specific target organ toxicity – repeated exposure

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

Assessment mutagenicity

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

Assessment carcinogenicity

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

ACGIH

None.

NTP

None.

IARC

None.

OSHA

None.

Assessment toxicity to reproduction

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

Assessment developmental toxicity

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

Further information

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

SECTION 12: ECOLOGICAL INFORMATION

Toxicity to fish

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

Toxicity to aquatic invertebrates

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

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

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

SECTION 13: DISPOSAL CONSIDERATIONS

Waste treatment methods

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

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SECTION 14: TRANSPORT INFORMATION

49CFR Not dangerous goods / not hazardous material

IMDG

UN number **3077**
Class **9**
Packaging group **III**
Marine pollutant **YES**
Proper shipping name **ENVIRONMENTALLY HAZARDOUS SUBSTANCE, SOLID, N.O.S. (IMIDACLOPRID MIXTURE)**

IATA

UN number **3077**
Class **9**
Packaging group **III**
Environm. Hazardous Mark **YES**
Proper shipping name **ENVIRONMENTALLY HAZARDOUS SUBSTANCE, SOLID, N.O.S. (IMIDACLOPRID MIXTURE)**

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

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

SECTION 15: REGULATORY INFORMATION

EPA Registration No. 432-1318

US Federal Regulations

TSCA list

Sodium lignosulphonate 8061-51-6
Naphthalenesulfonic acid, bis(1-methylethyl)-, Me derivs., sodium salts 68909-82-0
Sodium aluminium silicate 1344-00-9

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

Not applicable.

SARA Title III - Section 302 - Notification and Information

None.

SARA Title III - Section 313 - Toxic Chemical Release Reporting

None.

US States Regulatory Reporting

CA Prop65

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

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

US State Right-To-Know Ingredients

Sodium aluminium silicate 1344-00-9 CA, MN

EPA/FIFRA Information:

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

Signal word: Caution!

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

SECTION 16: OTHER INFORMATION

Abbreviations and acronyms

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

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NFPA 704 (National Fire Protection Association):

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

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

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

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

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

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

MONSANTO COMPANY
Safety Data Sheet
Commercial Product

1. PRODUCT AND COMPANY IDENTIFICATION

1.1. Product identifier

Ranger PRO® Herbicide

1.1.1. Chemical name

Not applicable.

1.1.2. Synonyms

None.

1.1.3. EPA Reg. No.

524-517

1.2. Product use

Herbicide

1.3. Company

MONSANTO COMPANY, 800 N. Lindbergh Blvd., St. Louis, MO, 63167

Telephone: 800-332-3111, Fax: 314-694-5557

E-mail: safety.datasheet@monsanto.com

1.4. Emergency numbers

FOR CHEMICAL EMERGENCY, SPILL LEAK, FIRE, EXPOSURE, OR ACCIDENT Call
CHEMTREC - Day or Night: 1-800-424-9300 toll free in the continental U.S., Puerto Rico, Canada, or
Virgin Islands. For calls originating elsewhere: 703-527-3887 (collect calls accepted).
FOR MEDICAL EMERGENCY - Day or Night: +1 (314) 694-4000 (collect calls accepted).

2. HAZARDS IDENTIFICATION

2.1. Classification

OSHA Hazard Communication Standard, 29 CFR 1910.1200 (2012)

Acute toxicity, inhalation - Category 4

2.2. Label elements

2.2.1. Signal word

WARNING!

2.2.2. Hazard pictogram/pictograms



2.2.3. Hazard statement/statements

Harmful if inhaled.

2.2.4. Precautionary statement/statements

Avoid breathing dust/fume/gas/mist/vapours/spray.

Use only outdoors or in a well-ventilated area.

IF INHALED: Remove person to fresh air and keep comfortable for breathing.

Call a POISON CENTER or doctor/physician if you feel unwell.

2.3. Appearance and odour (colour/form/odour)

Amber /Liquid / Sweet

2.4. OSHA Status

This product is hazardous according to the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

Refer to section 11 for toxicological and section 12 for environmental information.

3. COMPOSITION/INFORMATION ON INGREDIENTS

Active ingredient

Isopropylamine salt of N-(phosphonomethyl)glycine; {Isopropylamine salt of glyphosate}

Composition

COMPONENT	CAS No.	% by weight (approximate)
Isopropylamine salt of glyphosate	38641-94-0	41
Other ingredients		59

The specific chemical identity is being withheld because it is trade secret information of Monsanto Company.

4. FIRST AID MEASURES

Use personal protection recommended in section 8.

4.1. Description of first aid measures

- 4.1.1. **Eye contact:** If in eyes, hold eye open and rinse slowly and gently for 15-20 minutes. Remove contact lenses, if present, after first 5 minutes, then continue rinsing. Call a poison control center or doctor for treatment advice. Immediately flush with plenty of water.
- 4.1.2. **Skin contact:** 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.
- 4.1.3. **Inhalation:** If inhaled, move person to fresh air. If person is not breathing, call emergency number or ambulance, then give artificial respiration, preferably mouth-to-mouth, if possible. Call a poison control center or doctor for treatment advice.
- 4.1.4. **Ingestion:** Call poison control center or doctor immediately for treatment advice. Have person sip a glass of water if able to swallow. Do not induce vomiting unless told to do so by the poison center or doctor. Do not give anything by mouth to an unconscious person.

4.2. Most important symptoms and effects, both acute and delayed

- 4.2.1. **Eye contact, short term:** May cause temporary eye irritation.
- 4.2.2. **Skin contact, short term:** Not expected to produce significant adverse effects when recommended use instructions are followed.
- 4.2.3. **Inhalation, short term:** Not expected to produce significant adverse effects when recommended use instructions are followed.
- 4.2.4. **Single ingestion:** Not expected to produce significant adverse effects when recommended use instructions are followed.

4.3. Indication of any immediate medical attention and special treatment needed

- 4.3.1. **Advice to doctors:** This product is not an inhibitor of cholinesterase.
- 4.3.2. **Antidote:** Treatment with atropine and oximes is not indicated.

5. FIRE-FIGHTING MEASURES

5.1. Extinguishing media

5.1.1. **Recommended:** Water, foam, dry chemical, carbon dioxide (CO₂)

5.2. Special hazards

5.2.1. Unusual fire and explosion hazards

Minimise use of water to prevent environmental contamination.

Environmental precautions: see section 6.

5.2.2. Hazardous products of combustion

Carbon monoxide (CO), phosphorus oxides (P_xO_y), nitrogen oxides (NO_x)

5.3. **Fire fighting equipment:** Self-contained breathing apparatus. Equipment should be thoroughly decontaminated after use.

5.4. Flash point

Does not flash.

6. ACCIDENTAL RELEASE MEASURES

6.1. Personal precautions

Use personal protection recommended in section 8.

6.2. Environmental precautions

SMALL QUANTITIES:

Low environmental hazard.

LARGE QUANTITIES:

Minimise spread.

Keep out of drains, sewers, ditches and water ways.

Notify authorities.

6.3. Methods for cleaning up

SMALL QUANTITIES:

Flush spill area with water.

LARGE QUANTITIES:

Absorb in earth, sand or absorbent material.

Dig up heavily contaminated soil.

Collect in containers for disposal.

Refer to section 7 for types of containers.

Flush residues with small quantities of water.

Minimise use of water to prevent environmental contamination.

Refer to section 13 for disposal of spilled material.

Use handling recommendations in Section 7 and personal protection recommendations in Section 8.

7. HANDLING AND STORAGE

Good industrial practice in housekeeping and personal hygiene should be followed.

7.1. Precautions for safe handling

When using do not eat, drink or smoke. Wash hands thoroughly after handling or contact. Thoroughly clean equipment after use. Do not contaminate drains, sewers and water ways when disposing of equipment rinse water. Refer to section 13 of the safety data sheet for disposal of rinse water.

7.2. Conditions for safe storage

Minimum storage temperature: -15 °C

Maximum storage temperature: 50 °C

Compatible materials for storage: stainless steel, fibreglass, plastic, glass lining

Incompatible materials for storage: galvanised steel, unlined mild steel, see section 10.

Keep out of reach of children.

Keep away from food, drink and animal feed.

Keep only in the original container.

Partial crystallization may occur on prolonged storage below the minimum storage temperature.

If frozen, place in warm room and shake frequently to put back into solution.

Minimum shelf life: 5 years.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

8.1. Airborne exposure limits

Components	Exposure Guidelines
Isopropylamine salt of glyphosate	No specific occupational exposure limit has been established.
Other ingredients	No specific occupational exposure limit has been established.

8.2. Engineering controls: No special requirement when used as recommended.

8.3. Recommendations for personal protective equipment

8.3.1. Eye protection: If there is significant potential for contact: Wear chemical goggles.

8.3.2. Skin protection: No special requirement when used as recommended. If repeated or prolonged contact: Wear chemical resistant gloves.

8.3.3. Respiratory protection: No special requirement when used as recommended.

When recommended, consult manufacturer of personal protective equipment for the appropriate type of equipment for a given application.

9. PHYSICAL AND CHEMICAL PROPERTIES

These physical data are typical values based on material tested but may vary from sample to sample. Typical values should not be construed as a guaranteed analysis of any specific lot or as specifications for the product.

Colour/colour range:	Amber
Odour:	Sweet
Form:	Liquid
Physical form changes (melting, boiling, etc.):	
Melting point:	Not applicable.
Boiling point:	No data.
Flash point:	Does not flash.
Explosive properties:	No data.
Auto ignition temperature:	No data.
Self-accelerating decomposition temperature (SADT):	No data.

Oxidizing properties:	No data.
Specific gravity:	1.162 @ 20 °C / 15.6 °C
Vapour pressure:	No significant volatility.
Vapour density:	Not applicable.
Evaporation rate:	No data.
Dynamic viscosity:	No data.
Kinematic viscosity:	No data.
Density:	1.162 g/cm ³ @ 20 °C
Solubility:	Water: Completely miscible.
pH:	4.4 - 5.0
Partition coefficient:	log Pow: < 0.00

10. STABILITY AND REACTIVITY

10.1. Reactivity

Reacts with galvanised steel or unlined mild steel to produce hydrogen, a highly flammable gas that could explode.

10.2. Stability

Stable under normal conditions of handling and storage.

10.3. Possibility of hazardous reactions

Reacts with galvanised steel or unlined mild steel to produce hydrogen, a highly flammable gas that could explode.

10.4. Incompatible materials

galvanised steel; unlined mild steel; see section 10.;
Compatible materials for storage: see section 7.2.

10.5. Hazardous decomposition

Thermal decomposition: Hazardous products of combustion: see section 5.

11. TOXICOLOGICAL INFORMATION

This section is intended for use by toxicologists and other health professionals.

Likely routes of exposure: Skin contact, eye contact

Potential health effects

Eye contact, short term: May cause temporary eye irritation.

Skin contact, short term: Not expected to produce significant adverse effects when recommended use instructions are followed.

Inhalation, short term: Not expected to produce significant adverse effects when recommended use instructions are followed.

Single ingestion: Not expected to produce significant adverse effects when recommended use instructions are followed.

Data obtained on similar products and on components are summarized below.

Similar formulation

Acute oral toxicity

Rat, LD50: 5,108 mg/kg body weight

Practically non-toxic.

Acute dermal toxicity

Rat, LD50 (limit test): > 5,000 mg/kg body weight
Practically non-toxic. No mortality.

Skin irritation

Rabbit, 6 animals, OECD 404 test:
Days to heal: 3
Primary Irritation Index (PII): 0.5/8.0
Essentially non irritating.

Eye irritation

Rabbit, 6 animals, OECD 405 test:
Days to heal: 3
Slight irritation.

Acute inhalation toxicity

Rat, LC50, 4 hours, aerosol: 2.9 mg/L
Other effects: weight loss, breathing difficulty
Practically non-toxic.

Skin sensitization

Guinea pig, 3-induction Buehler test:
Positive incidence: 0 %

N-(phosphonomethyl)glycine: { glyphosate acid}

Genotoxicity

Not genotoxic.

Carcinogenicity

Not carcinogenic in rats or mice. Listed as Category 2A by the International Agency for Research on Cancer (IARC) but our expert opinion is that classification as a carcinogen is not warranted.

Reproductive/Developmental Toxicity

Developmental effects in rats and rabbits only in the presence of significant maternal toxicity.
Reproductive effects in rats only in the presence of significant maternal toxicity.

12. ECOLOGICAL INFORMATION

This section is intended for use by ecotoxicologists and other environmental specialists.

Data obtained on similar products and on components are summarized below.

Similar formulation

Aquatic toxicity, fish

Rainbow trout (*Oncorhynchus mykiss*):
Acute toxicity, 96 hours, static, LC50: 5.4 mg/L
Moderately toxic.

Aquatic toxicity, invertebrates

Water flea (*Daphnia magna*):
Acute toxicity, 48 hours, static, EC50: 11 mg/L
Slightly toxic.

Arthropod toxicity

Honey bee (*Apis mellifera*):
Oral/contact, 48 hours, LD50: > 100 µg/bee
Practically non-toxic.

Similar formulation

Aquatic toxicity, algae/aquatic plants

Green algae (*Selenastrum capricornutum*):

Acute toxicity, 72 hours, static, EbC50 (biomass): 12.4 mg/L
Slightly toxic.

Green algae (*Selenastrum capricornutum*):

Acute toxicity, 72 hours, static, NOEC: 6.3 mg/L

N-(phosphonomethyl)glycine: { glyphosate acid}

Bioaccumulation

Bluegill sunfish (*Lepomis macrochirus*):

Whole fish: BCF: < 1
No significant bioaccumulation is expected.

Dissipation

Soil, field:

Half life: 2 - 174 days
Koc: 884 - 60,000 L/kg
Adsorbs strongly to soil.

Water, aerobic:

Half life: < 7 days

13. DISPOSAL CONSIDERATIONS

13.1. Waste treatment methods

13.1.1. Product

Excess product may be disposed of by agricultural use according to label instructions. Keep out of drains, sewers, ditches and water ways. Recycle if appropriate facilities/equipment available. Burn in proper incinerator. Follow all local/regional/national/international regulations.

13.1.2. Container

See the individual container label for disposal information. Emptied containers retain vapour and product residue. Observe all labeled safeguards until container is cleaned, reconditioned or destroyed. Empty packaging completely. Triple or pressure rinse empty containers. Do NOT contaminate water when disposing of rinse waters. Ensure packaging cannot be reused. Do NOT re-use containers. Store for collection by approved waste disposal service. Recycle if appropriate facilities/equipment available. Follow all local/regional/national/international regulations.

Use handling recommendations in Section 7 and personal protection recommendations in Section 8.

14. TRANSPORT INFORMATION

The data provided in this section is for information only. Please apply the appropriate regulations to properly classify your shipment for transportation.

14.1. US Dept. of Transportation (DOT) Hazardous Materials Regulations (49 CFR Parts 105-180)

Proper Shipping Name (Technical Name if required):	Not regulated for domestic ground transportation. ()
---	--

14.2. IMDG Code

Proper Shipping Name	Not regulated for transport under IMO Regulations ()
----------------------	--

(Technical Name if required):	
-------------------------------	--

14.3. IATA/ICAO

Proper Shipping Name (Technical Name if required):	Not regulated for transport under IATA/ICAO Regulations ()
---	--

15. REGULATORY INFORMATION

15.1. Environmental Protection Agency

15.1.1. TSCA Inventory

All components are on the US EPA's TSCA Inventory

15.1.2. SARA Title III Rules

Section 311/312 Hazard Categories: Immediate
Section 302 Extremely Hazardous Substances: Not applicable.
Section 313 Toxic Chemical(s): Not applicable.

15.1.3. CERCLA Reportable quantity

Not applicable.

15.1.4. Federal Insecticide, Fungicide, Rodenticide Act (FIFRA)

This chemical is a pesticide product regulated by the United States 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 (SDS), and for workplace labels of non-pesticide chemicals. The hazard information required on the pesticide label is reproduced below. The pesticide label also includes other important information, including directions for use.

CAUTION!
CAUSES EYE IRRITATION

Acute oral toxicity: FIFRA category IV.
Acute dermal toxicity: FIFRA category IV.
Acute inhalation toxicity: FIFRA category IV.
Skin irritation: FIFRA category IV.
Eye irritation: FIFRA category III.

16. OTHER INFORMATION

The information given here is not necessarily exhaustive but is representative of relevant, reliable data. Follow all local/regional/national/international regulations. Please consult supplier if further information is needed. In this document the British spelling was applied. || Significant changes versus previous edition.

NFPA	Health	Flammability	Instability	Additional Markings
	1	1	1	

0 = Minimal hazard, 1 = Slight hazard, 2 = Moderate hazard, 3 = Severe hazard, 4 = Extreme hazard

Full denomination of most frequently used acronyms. BCF (Bioconcentration Factor), BOD (Biochemical Oxygen Demand), COD (Chemical Oxygen Demand), EC50 (50% effect concentration), ED50 (50% effect dose), I.M. (intramuscular), I.P. (intraperitoneal), I.V. (intravenous), Koc (Soil adsorption coefficient), LC50 (50% lethality concentration), LD50 (50% lethality dose), LDLo (Lower limit of lethal dosage), LEL (Lower Explosion Limit), LOAEC (Lowest Observed Adverse Effect Concentration), LOAEL (Lowest Observed Adverse Effect Level), LOEC (Lowest Observed Effect Concentration), LOEL (Lowest Observed Effect Level), MEL (Maximum Exposure limit), MTD (Maximum Tolerated Dose), NOAEC (No Observed Adverse Effect Concentration), NOAEL (No Observed Adverse Effect Level), NOEC (No Observed Effect Concentration), NOEL (No Observed Effect Level), OEL (Occupational Exposure Limit), PEL (Permissible Exposure Limit), PII (Primary Irritation Index), Pow (Partition coefficient n-octanol/water), S.C. (subcutaneous), STEL (Short-Term Exposure Limit), STOT SE (Specific Target Organ Toxicity, Single Exposure), STOT RE (Specific Target Organ Toxicity, Repeated Exposure), TLV-C (Threshold Limit Value-Ceiling), TLV-TWA (Threshold Limit Value - Time Weighted Average), UEL (Upper Explosion Limit)

This Safety Data Sheet (SDS) serves different purposes than and DOES NOT REPLACE OR MODIFY THE EPA-APPROVED PRODUCT LABELING (attached to and accompanying the product container). This SDS provides important health, safety, and environmental information for employers, employees, emergency responders and others handling large quantities of the product in activities generally other than product use, while the labeling provides that information specifically for product use in the ordinary course.

Use, storage and disposal of pesticide products are regulated by the EPA under the authority of the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) through the product labeling, and all necessary and appropriate precautionary, use, storage, and disposal information is set forth on that labeling. It is a violation of federal law to use a pesticide product in any manner not prescribed on the EPA-approved label.

Although the information and recommendations set forth herein (hereinafter "Information") are presented in good faith and believed to be correct as of the date hereof, MONSANTO Company or any of its subsidiaries makes no representations as to the completeness or accuracy thereof. Information is supplied upon the condition that the persons receiving same will make their own determination as to its suitability for the purposes prior to use. In no event will MONSANTO Company or any of its subsidiaries be responsible for damages of any nature whatsoever resulting from the use of or reliance upon information. NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OF ANY OTHER NATURE ARE MADE HEREUNDER WITH RESPECT TO INFORMATION OR TO THE PRODUCT TO WHICH INFORMATION REFERS.

Best Nitra King 21-2-4-2.0 Fe

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

SECTION 1: Identification

1.1. Identification

Product form : Mixture
Product name : Best Nitra King 21-2-4-2.0 Fe
Product code : M827857

1.2. Recommended use and restrictions on use

No additional information available

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 2B	H320	Causes 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) :

H320 - Causes 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
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 ...

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. Substance

Not applicable

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3.2. Mixture

Name	Product identifier	%	GHS-US classification
ASN-26 26-0-0			Eye Irrit. 2B, H320 STOT SE 3, H335
ammonium sulfate	(CAS No) 7783-20-2		Eye Irrit. 2B, H320 STOT SE 3, H335
potassium sulfate	(CAS No) 7778-80-5		Not classified
Monoammonium Phosphate	(CAS No) 7722-76-1		Eye Irrit. 2B, H320 STOT SE 3, H335
Iron Oxysulfate			Eye Irrit. 2B, H320
wax (paraffins- petroleum)	(CAS No) 64771-72-8		Not classified

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).
First-aid measures after inhalation	: Remove person to fresh air and keep comfortable for breathing. Remove victim to fresh air and keep at rest in a position comfortable for breathing. Call a POISON CENTER or doctor/physician 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 eyes with water as a precaution.
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/injuries after inhalation	: May cause respiratory irritation.
Symptoms/injuries after eye contact	: Causes 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	: Foam. Dry powder. Carbon dioxide. Water spray. Sand.
Unsuitable extinguishing media	: Do not use a heavy water stream.

5.2. Specific hazards arising from the chemical

Reactivity	: The product is non-reactive under normal conditions of use, storage and transport.
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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 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.
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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.

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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 : Recover mechanically the product. On land, sweep or shovel into suitable containers. Minimize 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 : Wear personal protective equipment. 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. Avoid breathing dust/fume/gas/mist/vapours/spray. Use only outdoors or in a well-ventilated area.

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 tightly closed. Store in a well-ventilated place. 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

Monoammonium Phosphate (7722-76-1)	Not applicable
potassium sulfate (7778-80-5)	Not applicable
Iron Oxysulfate	Not applicable
wax (paraffins- petroleum) (64771-72-8)	Not applicable
ASN-26 26-0-0	Not applicable
ammonium sulfate (7783-20-2)	Not applicable

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

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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	: Multi-colored
Odour	: characteristic
Odour 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
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	: Not applicable
Solubility	: Soluble.
Log Pow	: No data available
Auto-ignition temperature	: Not applicable
Decomposition temperature	: No data available
Viscosity, kinematic	: Not applicable
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 : Not classified

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Monoammonium Phosphate (7722-76-1)	
LD50 oral rat	5750 mg/kg (Rat)
LD50 dermal rat	> mg/kg
LD50 dermal rabbit	> 7940 mg/kg (Rabbit)
ATE US (oral)	5750 mg/kg bodyweight

potassium sulfate (7778-80-5)	
LD50 oral rat	6600 mg/kg (Rat)
ATE US (oral)	6600 mg/kg bodyweight

wax (paraffins- petroleum) (64771-72-8)	
LD50 oral rat	> 5000 mg/kg (Rat)
LD50 dermal rabbit	> 2000 mg/kg (Rabbit)

ammonium sulfate (7783-20-2)	
LD50 oral rat	2840 mg/kg (Rat)
LD50 dermal rat	> 2000 mg/kg
ATE US (oral)	2840 mg/kg bodyweight

Skin corrosion/irritation	: Not classified
Serious eye damage/irritation	: Causes eye irritation.
Respiratory or skin sensitisation	: Not classified
Germ cell mutagenicity	: Not classified
Carcinogenicity	: Not classified
Reproductive toxicity	: Not classified
Specific target organ toxicity (single exposure)	: May cause respiratory irritation.
Specific target organ toxicity (repeated exposure)	: Not classified
Aspiration hazard	: Not classified
Potential adverse human health effects and symptoms	: Based on available data, the classification criteria are not met.
Symptoms/injuries after inhalation	: May cause respiratory irritation.
Symptoms/injuries after eye contact	: Causes eye irritation.

SECTION 12: Ecological information

12.1. Toxicity

Ecology - general : The product is not considered harmful to aquatic organisms or to cause long-term adverse effects in the environment.

Monoammonium Phosphate (7722-76-1)	
LC50 fish 1	155 ppm (96 h; Pimephales promelas)

potassium sulfate (7778-80-5)	
LC50 fish 1	1692.4 mg/l (96 h; Alburnus alburnus)
LC50 other aquatic organisms 1	> 1000 mg/l (96 h)
EC50 Daphnia 1	890 mg/l (48 h; Daphnia magna; Static system)
LC50 fish 2	653 - 796 mg/l (96 h; Lepomis macrochirus)
EC50 Daphnia 2	1180 mg/l (96 h; Crustacea)
TLM fish 1	3550 ppm (96 h; Lepomis sp.)
Threshold limit other aquatic organisms 1	> 1000 mg/l (96 h)
Threshold limit algae 1	2900 mg/l (72 h; Scenedesmus subspicatus)

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)

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ammonium sulfate (7783-20-2)	
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)

12.2. Persistence and degradability

Best Nitra King 21-2-4-2.0 Fe	
Persistence and degradability	Not established.
Monoammonium Phosphate (7722-76-1)	
Persistence and degradability	Biodegradability in water: no data available. Not established.
potassium sulfate (7778-80-5)	
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
Iron Oxysulfate	
Persistence and degradability	Not established.
wax (paraffins- petroleum) (64771-72-8)	
Persistence and degradability	Readily biodegradable in water.
ASN-26 26-0-0	
Persistence and degradability	Not established.
ammonium sulfate (7783-20-2)	
Persistence and degradability	Biodegradability in water: no data available. Not established.

12.3. Bioaccumulative potential

Best Nitra King 21-2-4-2.0 Fe	
Bioaccumulative potential	Not established.
Monoammonium Phosphate (7722-76-1)	
Bioaccumulative potential	Not bioaccumulative. Not established.
potassium sulfate (7778-80-5)	
Bioaccumulative potential	Not bioaccumulative. Not established.
Iron Oxysulfate	
Bioaccumulative potential	Not established.
wax (paraffins- petroleum) (64771-72-8)	
Bioaccumulative potential	No bioaccumulation data available.
ASN-26 26-0-0	
Bioaccumulative potential	Not established.
ammonium sulfate (7783-20-2)	
Log Pow	-5.1
Bioaccumulative potential	Bioaccumulation: not applicable. Not established.

12.4. Mobility in soil

No additional information available

12.5. Other adverse effects

Effect on the global warming : No known effects from this product.
 GWPmix comment : No known effects from this product.

Other information : Avoid release to the environment.

Best Nitra King 21-2-4-2.0 Fe

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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 release to the environment.

SECTION 14: Transport information

Department of Transportation (DOT)

In accordance with DOT

Other information : No supplementary information available.

TDG

Transport by sea

Air transport

SECTION 15: Regulatory information

15.1. US Federal regulations

All components of this product are listed, or excluded from listing, on the United States Environmental Protection Agency Toxic Substances Control Act (TSCA) inventory except for:

	CAS No	%
Iron Oxysulfate		%
wax (paraffins- petroleum)	CAS No 64771-72-8	%
ASN-26 26-0-0	CAS No	%

15.2. International regulations

CANADA

No additional information available

EU-Regulations

No additional information available

National regulations

No additional information available

15.3. US 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

Other information : None.

Full text of H-statements:

H320	Causes eye irritation
H335	May cause respiratory irritation

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SDS US (GHS HazCom 2012)

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Safety Data Sheet

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SECTION 1: Identification

1.1. Identification

Product form : Mixture
Product name : Best Triple Pro 15-15-15
Product code : M74102

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

No additional information available

1.3. Details of the supplier of the safety data sheet

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 2B H320
Specific target organ toxicity — Single exposure, Category 3, Respiratory tract irritation H335

Full text of H statements : see section 16

2.2. Label elements

GHS-US labelling

Hazard pictograms (GHS-US) :



GHS07

Signal word (GHS-US) : Warning
Contains : ammonium sulfate; Monoammonium Phosphate; urea; Sand
Hazard statements (GHS-US) : H320 - Causes 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
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

No additional information available

2.4. Unknown acute toxicity (GHS US)

Not applicable

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SECTION 3: Composition/information on ingredients

3.1. Substance

Not applicable

3.2. Mixture

Name	Product identifier	%	GHS-US classification
ammonium sulfate	(CAS No) 7783-20-2		Eye Irrit. 2B, H320 STOT SE 3, H335
potassium chloride	(CAS No) 7447-40-7		Not classified
Monoammonium Phosphate	(CAS No) 7722-76-1		Eye Irrit. 2B, H320 STOT SE 3, H335
urea	(CAS No) 57-13-6		Skin Irrit. 2, H315 Eye Irrit. 2B, H320 STOT SE 3, H335
wax (paraffins- petroleum)	(CAS No) 64771-72-8		Not classified
Sand			STOT SE 3, H335

Full text of 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).
- First-aid measures after inhalation : Remove victim to fresh air and keep at rest in a position comfortable for breathing. Call a POISON CENTER or doctor/physician if you feel unwell. Allow breathing of fresh air. Allow the victim to rest.
- 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.
- 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 persist.
- First-aid measures after ingestion : Rinse mouth. Do NOT induce vomiting. Obtain emergency medical attention.

4.2. Most important symptoms and effects, both acute and delayed

- Symptoms/injuries : Not expected to present a significant hazard under anticipated conditions of normal use.
- Symptoms/injuries after inhalation : May cause respiratory irritation.
- Symptoms/injuries after eye contact : Causes eye irritation.

4.3. Indication of any immediate medical attention and special treatment needed

No additional information available

SECTION 5: Firefighting measures

5.1. Extinguishing media

- Suitable extinguishing media : Foam. Dry powder. Carbon dioxide. Water spray. Sand.
- Unsuitable extinguishing media : Do not use a heavy water stream.

5.2. Special hazards arising from the substance or mixture

No additional information available

5.3. Advice for firefighters

- Firefighting instructions : Use water spray or fog for cooling exposed containers. Exercise caution when fighting any chemical fire. Prevent fire-fighting water from entering environment.
- Protection during firefighting : Do not enter fire area without proper protective equipment, including respiratory protection.

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

6.1.1. For non-emergency personnel

- Emergency procedures : Evacuate unnecessary personnel.

6.1.2. For emergency responders

- Protective equipment : Equip cleanup crew with proper protection.
- Emergency procedures : Ventilate area.

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6.2. Environmental precautions

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 : On land, sweep or shovel into suitable containers. Minimize generation of dust. Store away from other materials.

6.4. Reference to other sections

See Heading 8. Exposure controls and personal protection.

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. Avoid breathing dust/fume/gas/mist/vapours/spray. Use only outdoors or in a well-ventilated area.

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 tightly closed. Keep container closed when not in use.

Incompatible products : Strong bases. Strong acids.

Incompatible materials : Sources of ignition. Direct sunlight.

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

ammonium sulfate (7783-20-2)	Not applicable
Monoammonium Phosphate (7722-76-1)	Not applicable
potassium chloride (7447-40-7)	Not applicable
urea (57-13-6)	Not applicable
wax (paraffins- petroleum) (64771-72-8)	Not applicable
Sand	Not applicable

8.2. Exposure controls

Personal protective equipment : Avoid all unnecessary exposure.

Hand protection : Wear protective gloves.

Eye protection : Chemical goggles or safety glasses.

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

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Melting point	: No data available
Freezing point	: No data available
Boiling point	: No data available
Flash point	: No data available
Relative evaporation rate (butylacetate=1)	: No data available
Flammability (solid, gas)	: No data available
Explosive limits	: No data available
Explosive properties	: No data available
Oxidising properties	: No data available
Vapour pressure	: No data available
Relative density	: No data available
Relative vapour density at 20 °C	: No data available
Solubility	: Soluble. Water: Solubility in water of component(s) of the mixture : • ammonium sulfate: 77 g/100ml • Monoammonium Phosphate: 38 g/100ml • potassium chloride: 34 g/100ml • urea: 100 g/100ml • wax (paraffins- petroleum): insoluble
Log Pow	: No data available
Auto-ignition temperature	: No data available
Decomposition temperature	: No data available
Viscosity	: No data available
Viscosity, kinematic	: No data available
Viscosity, dynamic	: No data available

9.2. Other information

No additional information available

SECTION 10: Stability and reactivity

10.1. Reactivity

No additional information available

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 : Not classified

ammonium sulfate (7783-20-2)	
LD50 oral rat	2840 mg/kg (Rat)
LD50 dermal rat	> 2000 mg/kg
ATE US (oral)	2840.000 mg/kg bodyweight
Monoammonium Phosphate (7722-76-1)	
LD50 oral rat	5750 mg/kg (Rat)
LD50 dermal rat	> mg/kg
LD50 dermal rabbit	> 7940 mg/kg (Rabbit)
ATE US (oral)	5750.000 mg/kg bodyweight

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potassium chloride (7447-40-7)	
LD50 oral rat	2600 mg/kg (Rat)
ATE US (oral)	2600.000 mg/kg bodyweight
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)
ATE US (oral)	8471.000 mg/kg bodyweight
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 eye irritation. pH: 6 - 7
Respiratory or skin sensitisation	: Not classified
Germ cell mutagenicity	: Not classified Based on available data, the classification criteria are not met
Carcinogenicity	: Not classified
Reproductive toxicity	: Not classified Based on available data, the classification criteria are not met
Specific target organ toxicity (single exposure)	: May cause respiratory irritation.
Specific target organ toxicity (repeated exposure)	: Not classified
Aspiration hazard	: Not classified
Potential adverse human health effects and symptoms	: Based on available data, the classification criteria are not met.
Symptoms/injuries after inhalation	: May cause respiratory irritation.
Symptoms/injuries after eye contact	: Causes eye irritation.

SECTION 12: Ecological information

12.1. Toxicity

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)

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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)	
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)	
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.)
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.

Best Triple Pro 15-15-15

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12.4. Mobility in soil

No additional information available

12.5. Other adverse effects

Effect on the global warming : No known ecological damage caused by this product.

Other information : Avoid release to the environment.

SECTION 13: Disposal considerations

13.1. Waste treatment methods

Waste disposal recommendations : Dispose in a safe manner in accordance with local/national regulations.

Ecology - waste materials : Avoid release to the environment.

SECTION 14: Transport information

Department of Transportation (DOT)

In accordance with DOT

Not regulated for transport

TDG

No additional information available

Transport by sea

No additional information available

Air transport

No additional information available

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

Sand

Not listed on the United States TSCA (Toxic Substances Control Act) inventory

15.2. International regulations

CANADA

No additional information available

EU-Regulations

No additional information available

National regulations

No additional information available

15.3. US State regulations

No additional information available

Best Triple Pro 15-15-15

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SECTION 16: Other information

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
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.

TruGyp (Micro, Mini, Standard)

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SECTION 1: Identification of the substance/mixture and of the company/undertaking

1.1. Product identifier

Product form : Mixture
Product name : TruGyp (Micro, Mini, Standard)
Product code : M77958

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

1.3. Details of the supplier of the safety data sheet

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: Hazards identification

2.1. Classification of the substance or mixture

GHS-US classification

Eye Irrit. 2B H320
STOT SE 3 H335
Full text of H-phrases: see section 16

2.2. Label elements

GHS-US labelling

Hazard pictograms (GHS-US) :



GHS07

Signal word (GHS-US) : Warning
Hazard statements (GHS-US) : H320 - Causes eye irritation
H335 - May cause respiratory irritation
Precautionary statements (GHS-US) : P261 - Avoid breathing dust/fume/gas/mist/vapours/spray
P264 - Wash ... thoroughly after handling
P271 - Use only outdoors or in a well-ventilated area
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/national regulations

2.3. Other hazards

No additional information available

2.4. Unknown acute toxicity (GHS-US)

Not applicable

SECTION 3: Composition/information on ingredients

3.1. Substance

Not applicable

3.2. Mixture

TruGyp (Micro, Mini, Standard)

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Name	Product identifier	%	GHS-US classification
calcium sulfate, dihydrate	(CAS No) 10101-41-4	89 - 95	Not classified
CALCIUM LIGNOSULFONATE	(CAS No) 8061-52-7	1 - 2	Not classified

Full text of H-phrases: 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).
- First-aid measures after inhalation : Remove victim to fresh air and keep at rest in a position comfortable for breathing. Call a POISON CENTER or doctor/physician 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.
- 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.
- First-aid measures after ingestion : Rinse mouth. Do NOT induce vomiting. Obtain emergency medical attention.

4.2. Most important symptoms and effects, both acute and delayed

- Symptoms/injuries after inhalation : May cause respiratory irritation.
- Symptoms/injuries after eye contact : Causes eye irritation.

4.3. Indication of any immediate medical attention and special treatment needed

No additional information available

SECTION 5: Firefighting measures

5.1. Extinguishing media

- Suitable extinguishing media : Foam. Dry powder. Carbon dioxide. Water spray. Sand.
- Unsuitable extinguishing media : Do not use a heavy water stream.

5.2. Special hazards arising from the substance or mixture

No additional information available

5.3. Advice for firefighters

- Firefighting instructions : Use water spray or fog for cooling exposed containers. Exercise caution when fighting any chemical fire. Prevent fire-fighting water from entering environment.
- Protection during firefighting : Do not enter fire area without proper protective equipment, including respiratory protection.

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

6.1.1. For non-emergency personnel

- Emergency procedures : Evacuate unnecessary personnel.

6.1.2. For emergency responders

- Protective equipment : Equip cleanup crew with proper protection.
- Emergency procedures : Ventilate area.

6.2. Environmental precautions

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 : On land, sweep or shovel into suitable containers. Minimize generation of dust. Store away from other materials.

6.4. Reference to other sections

See Heading 8. Exposure controls and personal protection.

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. Avoid breathing dust/fume/gas/mist/vapours/spray. Use only outdoors or in a well-ventilated area.

TruGyp (Micro, Mini, Standard)

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according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

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 tightly closed.

Incompatible products : Strong bases. Strong acids.

Incompatible materials : Sources of ignition. Direct sunlight.

7.3. Specific end use(s)

No additional information available

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

TruGyp (Micro, Mini, Standard)		
ACGIH	Not applicable	
OSHA	Not applicable	
calcium sulfate, dihydrate (10101-41-4)		
ACGIH	ACGIH TWA (mg/m ³)	10 mg/m ³
OSHA	Not applicable	
CALCIUM LIGNOSULFONATE (8061-52-7)		
ACGIH	Not applicable	
OSHA	Not applicable	

8.2. Exposure controls

Personal protective equipment : Avoid all unnecessary exposure.

Hand protection : Wear protective gloves.

Eye protection : Chemical goggles or safety glasses.

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 : Granule.

Colour : light brown

Odour : slight

Odour threshold : No data available

pH : No data available

Melting point : No data available

Freezing point : No data available

Boiling point : No data available

Flash point : No data available

Relative evaporation rate (butylacetate=1) : No data available

Flammability (solid, gas) : Not Flammable

Explosive limits : No data available

Explosive properties : No data available

Oxidising properties : No data available

Vapour pressure : No data available

Relative density : No data available

Relative vapour density at 20 °C : No data available

Solubility : Water: 2.1 g/l @20C

Log Pow : No data available

Log Kow : No data available

Auto-ignition temperature : No data available

TruGyp (Micro, Mini, Standard)

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Decomposition temperature : No data available
Viscosity : No data available
Viscosity, kinematic : No data available
Viscosity, dynamic : No data available

9.2. Other information

No additional information available

SECTION 10: Stability and reactivity

10.1. Reactivity

No additional information available

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 : Not classified

calcium sulfate, dihydrate (10101-41-4)

LD50 oral rat	> 2000 mg/kg bodyweight (Rat; OECD 420: Acute Oral toxicity – Acute Toxic Class Method; Experimental value)
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Skin corrosion/irritation : Not classified.

Serious eye damage/irritation : Causes eye irritation.

Respiratory or skin sensitisation : Not classified

Germ cell mutagenicity : Not classified

Carcinogenicity : Not classified

Reproductive toxicity : Not classified

Specific target organ toxicity (single exposure) : May cause respiratory irritation.

Specific target organ toxicity (repeated exposure) : Not classified

Aspiration hazard : Not classified

Potential adverse human health effects and symptoms : Based on available data, the classification criteria are not met.

Symptoms/injuries after inhalation : May cause respiratory irritation.

Symptoms/injuries after eye contact : Causes eye irritation.

SECTION 12: Ecological information

12.1. Toxicity

calcium sulfate, dihydrate (10101-41-4)

LC50 fish 1	2980 mg/l (96 h; Lepomis macrochirus; Anhydrous form)
LC50 fish 2	> 56000 mg/l (96 h; Gambusia affinis; Anhydrous form)

TruGyp (Micro, Mini, Standard)

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12.2. Persistence and degradability

TruGyp (Micro, Mini, Standard)	
Persistence and degradability	Not established.
calcium sulfate, dihydrate (10101-41-4)	
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
CALCIUM LIGNOSULFONATE (8061-52-7)	
Persistence and degradability	Not established.

12.3. Bioaccumulative potential

TruGyp (Micro, Mini, Standard)	
Bioaccumulative potential	Not established.
calcium sulfate, dihydrate (10101-41-4)	
Bioaccumulative potential	No bioaccumulation data available. Not established.
CALCIUM LIGNOSULFONATE (8061-52-7)	
Bioaccumulative potential	Not established.

12.4. Mobility in soil

No additional information available

12.5. Other adverse effects

Effect on the global warming : No known ecological damage caused by this product.

Other information : Avoid release to the environment.

SECTION 13: Disposal considerations

13.1. Waste treatment methods

Waste disposal recommendations : Dispose in a safe manner in accordance with local/national regulations.

Ecology - waste materials : Avoid release to the environment.

SECTION 14: Transport information

Department of Transportation (DOT)

In accordance with DOT

Not regulated for transport

Additional Information

Other information : No supplementary information available.

ADR

No additional information available

Transport by sea

No additional information available

Air transport

No additional information available

SECTION 15: Regulatory information

15.1. US Federal regulations

All components of this product are listed, or excluded from listing, on the United States Environmental Protection Agency Toxic Substances Control Act (TSCA) inventory except for:

calcium sulfate, dihydrate	CAS No 10101-41-4	89 - 95
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TruGyp (Micro, Mini, Standard)

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This product or mixture does not contain a toxic chemical or chemicals in excess of the applicable de minimis concentration as specified in 40 CFR §372.38(a) subject to the reporting requirements of section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 and 40 CFR Part 372.

15.2. International regulations

CANADA

No additional information available

EU-Regulations

No additional information available

Classification according to Regulation (EC) No. 1272/2008 [CLP]

No additional information available

Classification according to Directive 67/548/EEC [DSD] or 1999/45/EC [DPD]

Not classified

National regulations

No additional information available

15.3. US State regulations

California Proposition 65 - This product does not contain any substances known to the state of California to cause cancer and/or reproductive harm

SECTION 16: Other information

Other information : None.

Full text of H-phrases:

Eye Irrit. 2B	Serious eye damage/eye irritation, Category 2B
STOT SE 3	Specific target organ toxicity — Single exposure, Category 3, Respiratory tract irritation
H320	Causes eye irritation
H335	May cause respiratory irritation

SDS US (GHS HazCom 2012)

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Turf Supreme 16-6-8

Safety Data Sheet

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SECTION 1: Identification

1.1. Identification

Product form : Mixture
Product name : Turf Supreme 16-6-8
Product code : M74025

1.2. Recommended use and restrictions on use

No additional information available

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 2B	H320	Causes 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) :

H320 - Causes 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
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 ... specify in accordance with local/regional/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

Turf Supreme 16-6-8

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SECTION 3: Composition/information on ingredients

3.1. Substance

Not applicable

3.2. Mixture

Name	Product identifier	%	GHS-US classification
ammonium sulfate	(CAS No) 7783-20-2		Eye Irrit. 2B, H320 STOT SE 3, H335
Monoammonium Phosphate	(CAS No) 7722-76-1		Eye Irrit. 2B, H320 STOT SE 3, H335
potassium chloride	(CAS No) 7447-40-7		Not classified
Iron Oxsulfate			Eye Irrit. 2B, H320
Manganese Oxsulfate			Eye Irrit. 2B, H320
Wax	(CAS No) 64771-72-8		Not classified

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).
- First-aid measures after inhalation : Remove person to fresh air and keep comfortable for breathing. Allow breathing of fresh air. Allow the victim to rest.
- 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 : Rinse immediately with plenty of water. Obtain medical attention if pain, blinking or redness persist. Rinse eyes with water as a precaution.
- 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/injuries : Not expected to present a significant hazard under anticipated conditions of normal use.

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 : Foam. Dry powder. Carbon dioxide. Water spray. Sand.
- Unsuitable extinguishing media : Do not use a heavy water stream.

5.2. Specific hazards arising from the chemical

- Reactivity : The product is non-reactive under normal conditions of use, storage and transport.

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 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.

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".

Turf Supreme 16-6-8

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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 : Recover mechanically the product. On land, sweep or shovel into suitable containers. Minimize 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 : Ensure good ventilation of the work station. Wear personal protective equipment. 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.

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 in a well-ventilated place. 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

ammonium sulfate (7783-20-2)

Not applicable

Monoammonium Phosphate (7722-76-1)

Not applicable

Wax (64771-72-8)

Not applicable

Iron Oxysulfate

Not applicable

Manganese Oxysulfate

Not applicable

potassium chloride (7447-40-7)

Not applicable

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

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according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

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	: Gray granules.
Colour	: Gray
Odour	: Odorless
Odour threshold	: No data available
pH	: No data available
Melting point	: No data available
Freezing point	: Not applicable
Boiling point	: No data available
Flash point	: Non-flammable
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	: Not applicable
Density	: 63 lbs/ft ³
Solubility	: Water: 60 g/100ml
Log Pow	: No data available
Auto-ignition temperature	: Not applicable
Decomposition temperature	: No data available
Viscosity, kinematic	: Not applicable
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

Stable. Not established.

10.3. Possibility of hazardous reactions

Not established.

10.4. Conditions to avoid

Extremely high temperatures. Direct sunlight. Extremely high or low temperatures.

10.5. Incompatible materials

Oxidizing agent. Prolonged contact may cause oxidation of unprotected metals. Strong acids. Strong bases.

10.6. Hazardous decomposition products

Extremely high temperatures. The product may reach melting point and decompose to release NH₃, SO_x, PO_x, or CN. fume. Carbon monoxide. Carbon dioxide.

Turf Supreme 16-6-8

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Acute toxicity : Not classified

ammonium sulfate (7783-20-2)	
LD50 oral rat	2840 mg/kg (Rat)
LD50 dermal rat	> 2000 mg/kg
ATE US (oral)	2840 mg/kg bodyweight

Monoammonium Phosphate (7722-76-1)	
LD50 oral rat	5750 mg/kg (Rat)
LD50 dermal rat	> mg/kg
LD50 dermal rabbit	> 7940 mg/kg (Rabbit)
ATE US (oral)	5750 mg/kg bodyweight

Manganese Oxysulfate	
LD50 oral rat	2150 mg/kg
ATE US (oral)	2150 mg/kg bodyweight

potassium chloride (7447-40-7)	
LD50 oral rat	2600 mg/kg (Rat)
ATE US (oral)	2600 mg/kg bodyweight

Skin corrosion/irritation : Not classified
 Serious eye damage/irritation : Causes eye irritation.
 Respiratory or skin sensitisation : Not classified
 Germ cell mutagenicity : Not classified
 Based on available data, the classification criteria are not met
 Carcinogenicity : Not classified

Reproductive toxicity : Not classified
 Based on available data, the classification criteria are not met

Specific target organ toxicity (single exposure) : May cause respiratory irritation.

Specific target organ toxicity (repeated exposure) : Not classified

Aspiration hazard : Not classified

Potential adverse human health effects and symptoms : Based on available data, the classification criteria are not met.

Symptoms/injuries : Not expected to present a significant hazard under anticipated conditions of normal use.

SECTION 12: Ecological information

12.1. Toxicity

Ecology - general : The product is not considered harmful to aquatic organisms or 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)

Turf Supreme 16-6-8

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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)

12.2. Persistence and degradability

Turf Supreme 16-6-8	
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.
Wax (64771-72-8)	
Persistence and degradability	Not established.
Iron Oxysulfate	
Persistence and degradability	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

12.3. Bioaccumulative potential

Turf Supreme 16-6-8	
Bioaccumulative potential	Not established.
ammonium sulfate (7783-20-2)	
Log Pow	-5.1
Bioaccumulative potential	Bioaccumulation: not applicable. Not established.
Monoammonium Phosphate (7722-76-1)	
Bioaccumulative potential	Not bioaccumulative. Not established.
Wax (64771-72-8)	
Bioaccumulative potential	Not established.
Iron Oxysulfate	
Bioaccumulative potential	Not established.
potassium chloride (7447-40-7)	
Log Pow	-0.46 (Estimated value)
Bioaccumulative potential	Bioaccumulation: not applicable. Not established.

12.4. Mobility in soil

No additional information available

12.5. Other adverse effects

Effect on the global warming : No known effects from this product.
 GWPmix comment : No known effects from this product.

Other information : Avoid release to the environment.

Turf Supreme 16-6-8

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

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 release to the environment.

SECTION 14: Transport information

Department of Transportation (DOT)

In accordance with DOT

Other information : No supplementary information available.

TDG

Transport by sea

Air transport

SECTION 15: Regulatory information

15.1. US Federal regulations

All components of this product are listed, or excluded from listing, on the United States Environmental Protection Agency Toxic Substances Control Act (TSCA) inventory except for:

	CAS No	%
Iron Oxysulfate		
Manganese Oxysulfate		

15.2. International regulations

CANADA

ammonium sulfate (7783-20-2)

Listed on the Canadian DSL (Domestic Substances List)

EU-Regulations

No additional information available

National regulations

No additional information available

15.3. US 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

- 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.

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Full text of H-statements:

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



FUSILADE® II TURF AND ORNAMENTAL HERBICIDE

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

1. PRODUCT IDENTIFICATION

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

Product No.: A12460A

Use: Herbicide

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

Manufacturer Phone: 1-800-334-9481

Emergency Phone: 1-800-888-8372

2. HAZARDS IDENTIFICATION

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

Signal Word (OSHA): Danger

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

Hazard Symbols:



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

Safety Data Sheet



FUSILADE® II TURF AND ORNAMENTAL HERBICIDE

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

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

Other Hazard Statements: None

3. COMPOSITION/INFORMATION ON INGREDIENTS

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

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

4. FIRST AID MEASURES

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

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

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

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

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

Most important symptoms/effects:

Allergic skin reaction

Indication of immediate medical attention and special treatment needed:

There is no specific antidote if this product is ingested.
Treat symptomatically.

Safety Data Sheet



FUSILADE® II TURF AND ORNAMENTAL HERBICIDE

Date: 6/24/2016

Replaces: 6/9/2016

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

Contains petroleum distillate - vomiting may cause aspiration pneumonia.

5. FIRE FIGHTING MEASURES

Suitable (and unsuitable) extinguishing media:

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

Specific Hazards:

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

Special protective equipment and precautions for firefighters:

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

6. ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment, and emergency procedures:

Follow exposure controls/personal protection outlined in Section 8.

Methods and materials for containment and cleaning up:

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

7. HANDLING AND STORAGE

Precautions for safe handling:

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

Conditions for safe storage, including any incompatibilities:

Store locked up.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

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

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

Occupational Exposure Limits:

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

Safety Data Sheet



FUSILADE® II TURF AND ORNAMENTAL HERBICIDE

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

Fluazifop-P-Butyl	Not Established	Not Established	0.5 mg/m ³ TWA	Syngenta
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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

Safety Data Sheet



FUSILADE® II TURF AND ORNAMENTAL HERBICIDE

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

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:	Slightly Irritating (Rabbit)	
Skin Contact:	Moderately Irritating (Rabbit)	
Skin Sensitization:	See "Other Toxicity Information", Sec. 11	

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
Petroleum distillates, light paraffinic	No
Other ingredients	No

Safety Data Sheet



FUSILADE® II TURF AND ORNAMENTAL HERBICIDE

Date: 6/24/2016

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Solvent Naptha (Petroleum), Heavy Aromatic No

Butyl((RS)-2-[4-[[5-(trifluoromethyl)-2-pyridinyl]oxy]phenoxy]propanoate No

Other Toxicity Information

Repeated and/or prolonged contact may cause skin sensitization.

Toxicity of Other Components

Aromatic Solvent

May cause irritation to the eyes, skin and respiratory system.
May cause dizziness or drowsiness. Aspiration hazard.

Other ingredients

Not Established

Petroleum distillates, light paraffinic

May cause respiratory tract irritation. Harmful if swallowed. Pulmonary aspiration hazard.

Target Organs

Active Ingredients

Fluazifop-P-Butyl : Blood, bone marrow, liver, spleen

Inert Ingredients

Aromatic Solvent: Eye, skin, respiratory system, nervous system

Other ingredients: Not Established

Petroleum distillates, light paraffinic: Respiratory tract

12. ECOLOGICAL INFORMATION

Eco-Acute Toxicity

Fluazifop-P-Butyl :

Invertebrate (Water Flea) Daphnia Magna 48-hour EC50 6.02 ppm

Green Algae 4-day EC50 > 1.8 ppm

Bird (Mallard Duck) 14-day LD50 > 3528 mg/kg

Environmental Fate

Fluazifop-P-Butyl :

The information presented here is for the active ingredient, fluazifop-p-butyl.

Not persistent in soil or water.

13. DISPOSAL CONSIDERATIONS

Disposal:

Do not reuse product containers. Dispose of product containers, waste containers, and residues according to local, state, and federal health and environmental regulations.

Characteristic Waste: Not Applicable

Listed Waste: Not Applicable

Safety Data Sheet



FUSILADE® II TURF AND ORNAMENTAL HERBICIDE

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

14. TRANSPORT INFORMATION

DOT Classification

Ground Transport - NAFTA
< 300 gallons: Not regulated
> 300 gallons:
Proper Shipping Name: Other Regulated Substances, Liquid, N.O.S. (RQ - Naphthalene)
Hazard Class: Class 9
Identification Number: NA 3082
Packing Group: PG III

Comments

Water Transport - International
Proper Shipping Name: Environmentally Hazardous Substance, Liquid, N.O.S. (Fluazifop), Marine Pollutant
Hazard Class: Class 9
Identification Number: UN 3082
Packing Group: PG III

Air Transport

Proper Shipping Name: Environmentally Hazardous Substance, Liquid, N.O.S. (Fluazifop)
Hazard Class: Class 9
Identification Number: UN 3082
Packing Group: PG III

15. REGULATORY INFORMATION

Pesticide Registration:

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

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

EPA Registration Number(s):

100-1084

EPCRA SARA Title III Classification:

Section 311/312 Hazard Classes: Acute Health Hazard
Chronic Health Hazard

Section 313 Toxic Chemicals: Aromatic Solvent <30.0% (CAS No. 64742-94-5)

California Proposition 65:

This product contains a chemical(s) known to the state of California to cause cancer and birth defects or other reproductive harm.

CERCLA/SARA 304 Reportable Quantity (RQ):

Report product spills > 305 gal. (based on naphthalene [RQ = 100 lbs.] content in the formulation)

RCRA Hazardous Waste Classification (40 CFR 261):

Not Applicable

TSCA Status:

Safety Data Sheet



FUSILADE® II TURF AND ORNAMENTAL HERBICIDE

Date: 6/24/2016

Replaces: 6/9/2016

Exempt from TSCA, subject to FIFRA

16. OTHER INFORMATION

NFPA Hazard Ratings

Health: 2
Flammability: 1
Instability: 0

HMIS Hazard Ratings

Health: 2
Flammability: 1
Physical Hazard: 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: 11/25/1998

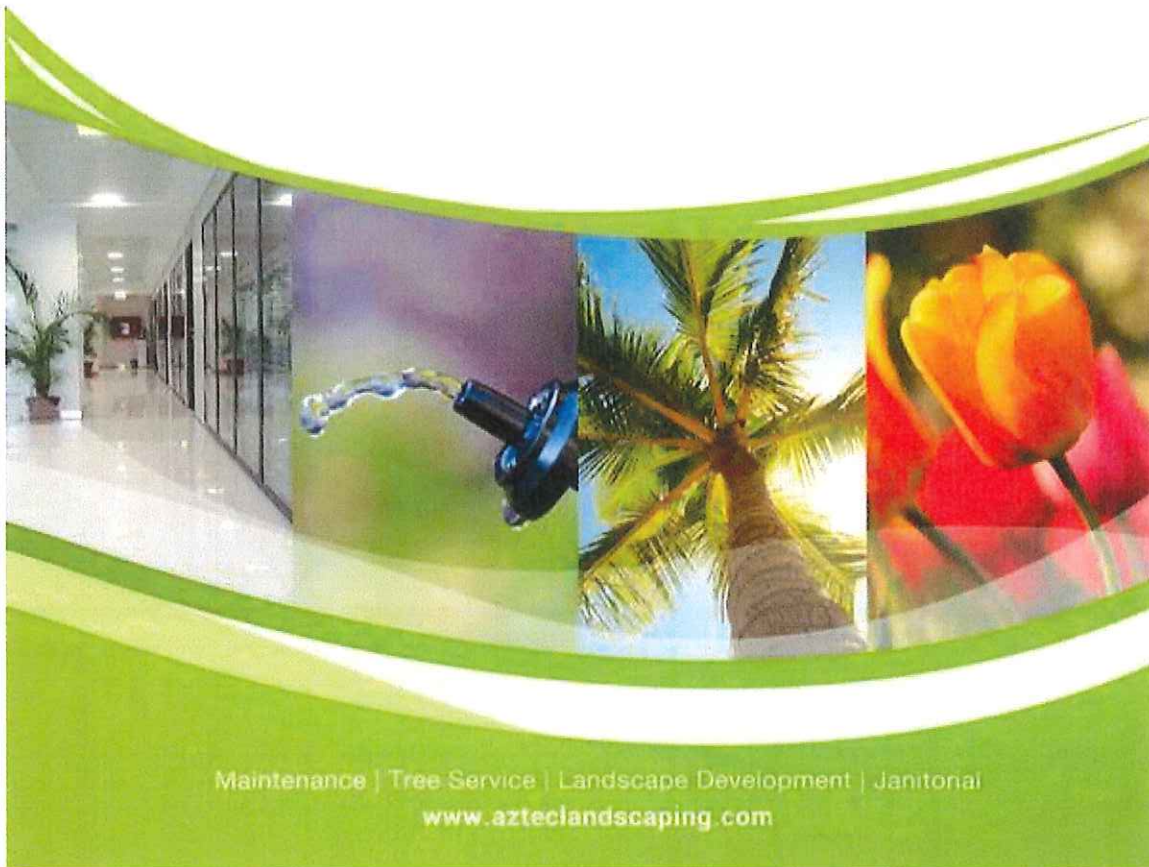
Revision Date: 6/24/2016

Replaces: 6/9/2016

Section(s) Revised: 2, 11, 16

The information and recommendations contained herein are based upon data believed to be correct. However, no guarantee or warranty of any kind, expressed or implied, is made with respect to the information contained herein.

TAB B



Maintenance | Tree Service | Landscape Development | Janitorial
www.azteclandscaping.com



AZTEC LANDSCAPING, INC.

LANDSCAPE MAINTENANCE, INDUSTRIAL, RESIDENTIAL
7980 LEMON GROVE WAY, LEMON GROVE, CA 91945 (619) 464-3303
STATE CONTRACTOR'S LICENSE NO.642504

December 3, 2019

City of San Diego
Purchasing and Contracting
Attn: Jerry Gibbs
1200 Third Ave, Suite 200
San Diego, CA 92101

RE: Executive Summary for RFP # 10087194-20-G Landscape Maintenance for the designated center medians, rights-of-way and areas within the Gas Tax program

Thank you for the opportunity to demonstrate our continued service and commitment to you. Aztec Landscaping, Inc. (AZTEC) has read Request for Proposal 100887194-20-G in its entirety including the Scope of Services and understands the requirements outlined in the Solicitation. We are prepared to provide you with a comprehensive maintenance service that meets and exceeds your expectations and are committed to the professional level of maintenance services the City of San Diego and the Residents of The Gas Tax Program are requesting.

SERVICES AND EXPERIENCE

AZTEC is a full service maintenance company specializing in commercial landscape maintenance with three (3) sub-divisions, 1. Full Service Landscape Construction 2. Commercial Custodial Services including Power Washing and 3. Complete Tree Care. AZTEC is a local, FAMILY owned business with over 48 years' experience in commercial, municipal and industrial landscape maintenance, commercial custodial services, landscape construction services and tree services throughout San Diego, Riverside, and Orange Counties. We are considered among the leaders in our industry and our full-service experienced staff is dedicated to focusing on your specific maintenance needs. A performance schedule that outlines how we execute the requirements and provide professional landscape maintenance services requested in RFP 10087194-20-G. We pride ourselves in knowing that as the incumbent we are capable of successfully providing an effective maintenance program for you and the residents of The Gas Tax Program are requesting.

LICENCES AND CERTIFICATIONS

AZTEC possesses the following California State License and classification B, C-27, C61 D49 and D38 under our Contractor's State License 642504. AZTEC brings to the table (1) Certified Horticulturist with specialty in Sports Turf, Design Installation and Maintenance. (3) Certified Arborist, (6) Pesticide License holders, AZTEC's equipment is among the best the industry has to offer to provide professional results with maximum efficiency. AZTEC also employ's (6) Planet Certified Landscape Technician, (10) Certified Reclaimed Water Managers (2) Full-time Mechanics whom service and repair all machines /equipment in-house to avoid/minimize down time.

REGULATORY COMPLIANCE

AZTEC certifies that it has the sufficient operating capital to properly fund the services identified in this Agreement. We are fully bonded and insured for up to two million dollars in excess liability. We are an equal opportunity employer, we are a drug free company with mandatory drug testing policy. We abide by all local, state, federal, CAL/OSHA, OSHA, District safety codes and policies and we are also an E verify employer. We have also conducted

"We Strive Towards Excellence, One Step At A Time"

Equal Opportunity Employer

employee background checks, when contracts required to do so. We have submitted employee background checks for County of San Diego, San Diego County Regional Airport Authority, City of Temecula, City of Murrieta, and for the Federal Government (i.e. Camp Pendleton, Naval Weapons Seal Beach, Seal Beach Fallbrook Detachment, 32nd Street and North Island (see attached list of employees who have been successful in background checks).

AZTEC is also committed to the implementation of the Best Management Practices (BMP's) in all phases. Our employees are fully trained in all aspects of our industry including job training and safety procedures.

AZTEC is able to perform and execute all of this contract requirements with our own resources. However we have added additional services with the following subcontractor(s) for professional leak detection, pest control company, bee removal, backflow testing, laser leveling, crane services, tree services, traffic control, registered consulting arborist, crane services, SiteOne Green Tech Specialists, of which Traffic Control Company is small business certified with City of San Diego (see attached certificate). We look forward to being able to provide you with our expertise in the maintenance industry.

If you should have any questions or comments, please feel free to contact me **Rafael Aguilar, V.P. of Operations**. I have the authority to enter into a binding agreement and am authorize to approve changes to the scope, terms, and conditions of the agreement. I can be reached at:

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

Office: 619-464-3303 ext. 106

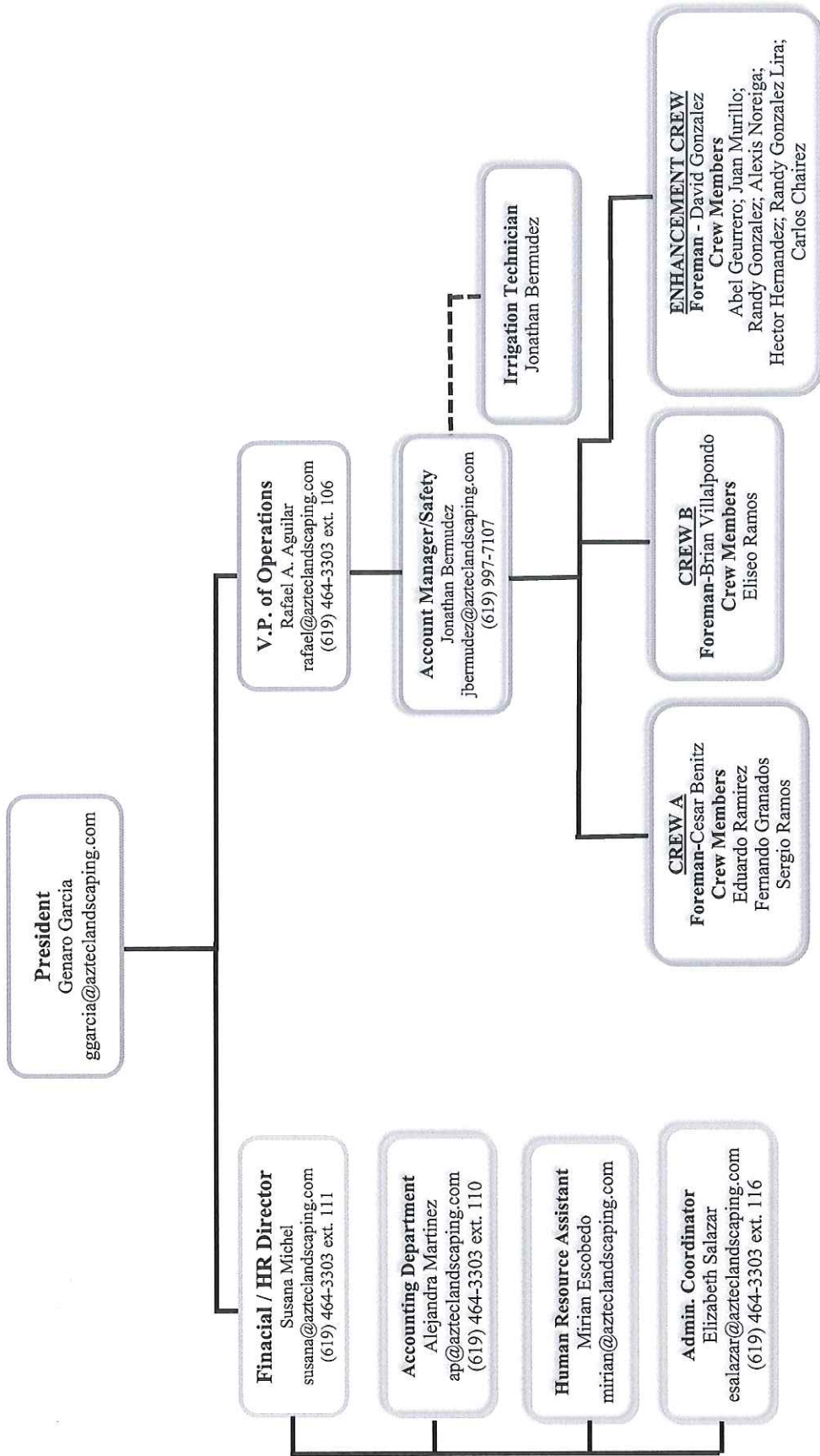
Cell Phone: 619-572-4016

Fax: 619-460-1106

E-mail: Rafael@azteclandscaping.com.

AZTEC LANDSCAPING, INC - ORGANIZATIONAL CHART

CSD - RFP- 10087194-20-G Landscape Maintenance for the designated center medians, rights-of-way and areas within the Gas Tax Program



EXPERIENCE AND QUALIFICATIONS

AZTEC is a local, family owned and operated California Corporation in operations since 1971. It is comprised of four primary divisions:

- Landscape Services (General Grounds Landscaping Maintenance Services)
- Landscape Construction Division (General Landscaping New Construction and Site Modifications)
- Tree Maintenance (Tree Pruning and Certified Arborist Services, Including Arborist Consultation Services)
- Commercial Custodial Division (General Custodial Maintenance Services)

AZTEC has over our 48 years of local landscaping experience and over 185 combined years of managerial experience! AZTEC has had a professional working relationship with the City of San Diego for over 30 years.

As the incumbent landscape maintenance provider for the Gas Tax Program, AZTEC is very familiar with:

- Pre-existing and existing conditions, this gives us the advantage with proper understanding of landscape site conditions
- Policies related to rules and regulations including safety codes and practices
- Unique contract requirements such as irrigation, pruning, shaping, and training trees, shrubs, turf, and groundcover plants; fertilization; litter control; weed control; control of all plant diseases and pests; mowing; edging; renovation; and aerification; sweeping; gutter maintenance and sweeping stamped concrete
- Aerator, greenery 40 yard container, herbicide sprayer and street sweeper
- Traffic control permitting including proper set-up and take-down of traffic control
- Living Wage Ordinance, Benefits and State Prevailing Wages
- Day Emergency Work
- Turn-key operation with no learning curve

Throughout our extensive professional history with the City of San Diego, we have provided professional landscape maintenance service, site enhancements, upgrades, retrofits, large mainline repairs and replacement and tree maintenance services to various locations near and around Gas Tax Program. Previous landscaping projects include design concept and complete median retro-fit which includes: traffic control plans, permits and installation, complete demo of existing landscape, haul away and dispose in proper recycling facility, complete irrigation retro-fit, large boulder and riverbed installation with stabilized Decomposed Granite walkways, planting and mulch installation. Complete turnkey median retro-fits at Mira Mesa MAD, Calle Cristobal, Black Mountain Rd., Mercy Rd., Coronado Cays, City of San Diego median retrofits which include new irrigation installation and planting at Ranch Bernardo MAD, Torrey Hills MAD and City of Vista, San Diego Airport, Port of San Diego.

Locally based, AZTEC is capable of responding to the City of San Diego emergency needs within 1 hour of notification, if not sooner due to presence in area with other vendors.

AZTEC complies with all existing state and federal laws including all OSHA standards and requirements. We comply with all Local, State and Federal environmental laws.

GENERAL WORK PLAN

Our Landscape Service Program will address how AZTEC plans to meet the service requirements for RFP 10087194-20-G—Landscape Maintenance Services for The Gas Tax Program. We are committed to successfully providing the City San Diego and Residents of The Gas Tax Program with quality workmanship and professionalism.

1. **Study the Contract:**

All technical and administrative aspects of the contract will be studied completely in order to specifically recognize:

- Locations (property limits)
- Maintenance services and frequencies
- Experience and qualifications of personnel needed
- Equipment to be used/purchased- special required equipment-
- Critical areas of maintenance
- Administrative requirements

2. **Selection of Personnel for Organizational Structure:**

Based on the conditions and requirements of this contract, minimum 3-5 years' experience. All employees a part of our extensive training program.

3. **Selection of Equipment:**

All of AZTEC's equipment is selected to bring quality, efficiency and professionalism to the work. All equipment is on a maintenance program AZTEC's corporate office and satellite offices in San Diego County, Orange County and in Lemon Grove CA, consisting of 80,000 sq. ft. includes a 2,500 sq. ft. mechanic shop with full time technicians to ensure equipment is kept in GOOD condition.

4. **Preparation of Activities Calendar / Excel Spread -sheet:**

To ensure compliance with the requirements of the contract, we generate an Annual Work Schedule. AZTEC's Annual Work Schedule is electronically custom made outlining each staff's work schedules, daily, weekly and monthly tasks. Any changes to the Annual Work Schedule will be discussed with our Client for approval (annual work plan to be provided within 30 calendar days after City executes Contract).

5. **Communication forms:**

AZTEC key employees are assigned smart cell phones with email, text and internet capabilities for faster communication with Client, staff and administrative office. This enables for quicker response to any emergencies that may arise and efficient project administration.

6. **Initial "Kick-Off" Meeting with Client:**

Upon award of contract, we shall request a "kick-off" meeting with our Client. The objective is to meet our point of contact, review expectations, discuss areas with specific requirements and discuss pre-existing conditions.

7. **Initial Meeting with our Staff and Conduct Walk-through of the Areas:**

Before the initiation of the contract, an initial meeting will take place with AZTEC's personnel assigned to City of San Diego Contract. AZTEC requires that all proposed staff be familiar with the entirety of the contract, including all locations. AZTEC's initial meeting will address:

- Schedules and distribution of work areas
- Explain functions and obligations
- Address safety issues
- Additional training (if needed)
- Address contract specific topics/concerns

8. **Staffing Plan:**

AZTEC's staffing plan for this contract includes:

- V.P of Operations
- Site Supervisor /Quality Control Manager (1)
- Foreperson (2)
- Irrigation Technician
- Landscape Laborers (5)
- Spray Technician (part of landscape laborers)
- Administrative Support (4)

9. **Planned Staff Substitutes for Vacations, PTO:** In preparation for planned days off AZTEC's Human Resource Department maintains a list of "on-call" employees. . There will be no loss in work standards as the temporary employees will be professional and experienced. Our "on-call" employees have past our hiring procedures and have met our work qualifications, including background checks. The temporary staff will be trained through our effective "shadowing effect" plan. Specific facility information, hands on experience and introduction to clients during the "shadowing effect" is accomplished. In preparation for planning a substitute, the Project Supervisor:

- a. Advises Client of planned "shadowing effect".
- b. Meets with potential "substitutes".
- c. Makes the best selection.
- d. Makes a temporary work offer.
- e. Plans 5-days of shadowing with the employee(s).
- f. Plans his/ her Supervision during "shadowing effect" training.

PRIMARY PROPOSED STAFF AND QUALIFICATIONS DESCRIPTIONS

AZTEC is committed to providing quality service and agrees to provide sufficient and qualified personnel to meet the requirements of RFP.

VICE PRESIDENT OF OPERATIONS:

- Over 25 years' experience in commercial landscape industry
- Contract negotiations, including on-site field changes
- Large scale price quotes
- Large scale equipment procurement
- Overall accountable for Contract adherence to requirements
- Certified Horticulturist
- Certified Arborist WE-8438A
- Experienced in all phases of the landscape industry
- Qualified Pesticide License Applicator for Category B.
- Trained and Certified in all methods of traffic control, including traffic control flagging
- Certified in Storm Water Pollution Prevention Planning
- Certified Storm Drain Prevention and Water Conservation
- Member of several local, state and national industry groups such as the California Landscape Contractors Association, Professional Tree Care Association, P.A.P.A.-
- Xeriscape design and installation
- Certified in Sports Turf Management

SITE SUPERVISOR/QUALITY CONTROL MANAGER:

- Over 9 years' experience in commercial landscape industry
- Primary Point-of-Contact for routine day-to-day activities
- Maintains correspondence with Client via e-mail
- Routine price quotes
- Manages, Supervises and disciplines crewmembers
- Hire/Termination of landscape staff
- Schedules and executes daily tasks
- Oversees productions and quality control
- Required to respond to calls within 1-hr
- Required to be available 24 / 7 to respond to any emergency within 1 hr. of notification
- Certified in Storm Water Pollution Prevention Planning, Storm Drain Prevention and Water Conservation
- Certified in Reclaimed Water
- Ability to identify irrigation deficiencies
- Trained in accident prevention and first aid
- Trained in pesticide application and handling

FOREPERSON Minimum Qualifications:

- 6 years of commercial landscape experience
- Trained in fundamental irrigation programming
- Fully trained in all aspects of pesticide application and handling including transportation, mixing and labeling
- Able to read, speak and write in English sufficiently enough to convey information
- Advanced pruning and trimming skills
- Proficient in the use of landscape tools and equipment: pole pruner, ride-on mowers, large walk behind mowers, push spreaders
- Prune trees and shrubs to encourage healthy growth
- Stake and tie trees and shrubs
- Identifies general needs of plants
- Recognizes plant material under stress or in a problem state

- Uses proper chemical application techniques
- Understands irrigation principals including clock programming, adjusting and repairs.
- Trains and delegates work to crewmembers
- Maintains equipment in good operating condition
- Plant identification and complete planting skills

IRRIGATION TECHNICIAN Minimum Qualifications:

- Rain Master Remote Control Irrigations Systems
- Weather Matrix Remote Control Irrigations Systems
- Maxi-Com Satellite Systems
- Calsence Satellite Systems
- Hunter ICC Systems
- SmartLine
- Weather Staintian
- ET Station

LANDSCAPE LABORERS Minimum Qualifications:

- 3 years in commercial landscape industry
- Legal documentation to verify employment eligibility
- Uses tools properly
- Communicates with Foreman regarding progress of tasks
- Basic pruning and trimming skills
- Litter control
- Proficient in use of basic hand tools: rake, broom, hoe, shovel, cultivator, water hose, hand pruners, hedge sheers
- Proficient in use of power equipment, hedge trimmers, line trimmers, 21" lawn mowers and leaf blowers
- Basic planting skills
- Loading and unloading of truck and trailer

SPRAY TECHNICIAN Minimum Qualifications:

- 3 years in commercial landscape industry
- Works closely with manager to schedule spray application
- Properly trained to handle, mix, apply, dispose and calibrate all chemical equipment an material
- Maintains log of chemical usage for proper submittal
- Fluent in English and Spanish
- Possess California Driver's License

ADMINISTRATIVE SUPPORT Minimum Qualifications:

- Communicates directly with Account Manager and completes any assigned task
- Answers phone calls concerning Account and distributes to appropriate department, person, voicemail box
- Manages contract files, completed work, work in progress, accounts payable & receivables and invoices all work
- Updates and files information pertaining to Account
- Types and sends out pricing proposals, received by Account Manager or Project Manager
- Manages computer generated reports and schedule spreadsheets and sends to appropriate representative.

DAILY WORK PLAN

PROJECT MANAGER:

- Horticultural expert which aids with all technical aspects of the contract
- Responsible for cost estimates all new work, enhancements, and special projects
- Provides the designs and experience for upgrades
- Overall responsibility for fulfillment and success of landscape program and firm

SITE SUPERVISOR:

- Meets with all site staff
- Review all scheduled activity for Scope of Work compliance
- Provides recommendation on pest and weed control
- Review all traffic and pedestrian traffic control scheduled for the day
- Review all traffic and pedestrian traffic control scheduled for the day
- Conduct morning tail gate Safety Meeting
- Contact Authority project inspector to review daily activity
- Conduct a morning project “walking inspection” of all airport scheduled maintenance area
- Supervise all pedestrian and vehicle traffic control at all scheduled landscaping areas

IRRIGATION TECHNICIAN:

- Fills out all necessary reports and schedules all irrigation issues
- Conduct all scheduled inspections and report all discrepancies / activity to site supervisor
- Repair all airport approved irrigation discrepancies
- Confirm all scheduled irrigation clocks and irrigation station are working properly
- Provides daily correspondence with project Inspector
- Oversees proper storm water compliance
- Manages efficient watering of all types of plant material

GENERAL LANDSCAPING STAFF:

- Carries out day-to-day landscape duties
- Perform all scheduled landscaping maintenance as requested by site supervisor
- Respond to any un-scheduled Airport directed landscaping requirement
- Conducts all work in safe and efficient manner
- Provides professional image of company

SAFETY PLAN

It is the policy of AZTEC that accident prevention shall be considered of primary importance in all phases of operations and administration.

The prevention of accidents is an objective affecting all levels of the organization and its activities. It is therefore, a basic requirement that each supervisor make the safety of employees an integral part of his or her regular management function. It is equally the duty of each employee to accept and follow established safety regulations and procedures.

Employees are expected to assist management in accident prevention activities. Unsafe conditions must be reported and followed up with corrective action. Fellow employees that need help should be assisted.

Any injury that occurs on the job, even a slight cut or strain, must be reported to management as soon as possible. In no circumstance, except an emergency, should an employee leave shift without reporting an injury that occurred.

AZTEC has a drug and alcohol free work environment. We have a **ZERO TOLERANCE for drug and alcohol use**. We drug test all new hires. We also drug test after any incident or accident. Management is trained to recognize the signs of behavior, appearance and conduct of someone who indicatively is under the influence of a controlled substance so as they can refer the employee to be drug tested under the "reasonable suspicion" reason. Anyone testing positive for drugs or alcohol while on the job is terminated. Any new hire who tests positive for drugs or alcohol will be immediately disqualified.

AZTEC complies with **OSHA Hazard Communication Standard**, Title 20 Code of Federal Regulations 1910-1200, by compiling a hazardous chemicals list, by using Material Safety Data Sheets, by ensuring that containers are labeled, and by providing training. This program applies to all work operations at AZTEC.

Everyone who works with or is potentially exposed to hazardous chemicals will receive **initial training** on the Hazard Communication Standard and the safe use of those hazardous chemicals by the Safety Coordinator. Whenever a new hazard is introduced, additional training will be provided. Regular safety meetings will also be used to review the information presented in the initial training. Supervisory personnel will be extensively trained regarding hazard and appropriate protective measures so that they will be available to answer questions from employees and provide daily monitoring of safe work practices.

AZTEC believes it is our obligation to provide a hazard free environment to our employees. Any employee encountering hazardous conditions must be protected against the potential hazards. AZTEC takes all necessary steps to minimize injury resulting from various occupational hazards by providing them with **Personal Protective Equipment**. This includes: safety goggles and/or face shields, ear plugs, gloves, hard hats (if applicable), safety vests, and company uniform. Employees are required to wear proper foot protection and long pants at all times during working hours. The purpose of protective clothing and equipment is to shield or isolate individuals from chemical, physical, biological, or other hazards that may be present in the workplace.

At AZTEC our employees are our main asset. The **safety rules** that we have established are central to our goal of protecting the safety of our staff and developing a safety culture throughout our organization. Our primary safety rules include:

- Employees are required to wear PPE at all times during working hours
- Anyone testing positive for drugs or alcohol while on the job is terminated
- Handheld cell phone use is strictly prohibited. This includes texting.

All accident, no matter how small, are to be reported to Safety Coordinator. Documentation is required. Employees are not permitted to utilize any equipment / pesticide they are not trained in

SAFETY WORK PLAN

Daily Safety Work Plan

- Tailgate meeting with all site staff
- Review all scheduled activity for safety compliance with Scope of Work
- Coordinate with general staff Daily Safety Plan
- Review all traffic and pedestrian traffic control procedures scheduled for the day

Weekly Safety Work Plan

- Review previous week Safety Work Plan to confirm compliance was met
- Review new week Safety Work Plan to for compliance
- Clean and Inspect all site equipment / replace if damaged
- Clean and Inspect all equipment storage containers
- Clean and Inspect all hazard/chemical storage containers
- Clean and Inspect all staff Personal Protective Equipment

Monthly Safety Work Plan

- Attend Corporate safety meetings and training
- Review previous and future week Safety Work Plan with General Staff
- Inspect all site equipment
- Inspect all equipment storage containers
- Inspect all hazard/chemical storage containers

QUALITY CONTROL MANAGEMENT PLAN

SCOPE:

This document covers the requirements for a performance system that will ensure quality and compliance with all regulations performed AZTEC. This document describes the inspection system used to evaluate services rendered by AZTEC and specifies how, when, and who shall inspect each location. This document also describes how questionable service shall be identified before service becomes unacceptable, the methods used to record quality control inspections, and the disposition of inspection records.

PURPOSE:

The purpose of AZTEC's Quality Control Program is to ensure responsive, effective operations and adherence to all provisions of the subject contract. The Quality Control Program is an inspection process that identifies future areas of concern, evaluates work in progress, and ensures that all maintenance services are within contract specifications.

OBJECTIVE:

The primary objective of the Quality Control Program is to evaluate all services rendered by AZTEC. Our goal is to ensure that the grounds covered under this contract have a neat, clean, and professional appearance.

RESPONSIBILITY:

The Vice-President of Operations of AZTEC has the overall responsibility for ensuring complete compliance with all provisions of the subject contract. At the contract level including the day to day activities, responsibility for compliance with this program is assigned to the Quality Controller. Based on the work load and extent of the contract, the quality control duties can be assigned to the Supervisor who is supported by the Corporate Officers and all team members. At the operating level, quality control begins with the assignment of qualified personnel and their understanding of the services to be performed. AZTEC believes that the only way to complete the task is the right way. We provide qualified individuals and the necessary tools to deliver quality and efficiency in every assigned task(s).

SAFETY:

AZTEC emphasis on a safe working environment therefore a Safety Coordinator is part of our Quality Control Plan. The Safety Coordinator is available to ensure that the team members are complying with our safety guidelines which are introduced (via a televised program) to each team member as part of the hiring procedures. The Safety Coordinator can check that the team members are "practicing safety" by multiple channels, including conducting random drive-by inspections, checking daily work reports and conducting tailgate safety meetings.

ADMINISTRATION:

Aztec Landscaping administrative activities shall ensure that all employees comply with regulations for employment in the areas covered under the subject contract.

1. Ensuring all employees has proper identification badges and licenses or background checks.
2. Maintaining all employees' records, including W-4 forms, I-9 forms, and employee training records.
3. Checking all work schedules.
4. Submitting all monthly or annual reports if required under the subject contract.
5. Ensuring that response times comply with contract time limits.

QUALITY CONTROLLER:

The Quality Controller (QC) shall be responsible for inspecting all maintenance areas and services covered under the subject contract by means of checklists, documenting inspection results, and making recommendations for any corrective actions. Corrective actions may be designated as:

1. Rework, for unsatisfactory work.

2. To be completed, for work in progress.
3. Schedule, for work to be performed on the next operational cycle.

QC has the authority to direct any individual to perform work or rework in order to insure compliance with the subject contract. Performance criteria, timing and inspections are defined in the following stages.

INSPECTIONS:

The Quality Controller (QC) shall make inspections on a regular basis, conforming to the workload and established schedule. AZTEC shall employ two methods of inspections, spot checks and checklists.

Patrolling inspections and maintenance areas in or around the contracted areas or sites shall be performed by walk-through inspections. A Walk-through inspection shall be performed at random during and after work areas have been serviced. Subsequent walk-through inspections shall be made during the day to identify any problems with work in progress and to assign corrective action to be performed in a timely basis per contract.

AZTEC provide will generate a punch list based on inspection checklist. This punch list shall be consistent with the work of service scheduled for the maintenance area. If unsatisfactory work has been performed, QC shall note problems on the Quality Control Deficiency Record with the corrective action to be taken. After rework is completed, QC shall re-inspect the work to sure that it meets standards established in the subject contract. Records of all inspections and deficiency records shall be kept on file at AZTEC's Corporate Office located at 7980 Lemon Grove Way, Lemon Grove CA 91945.

SUBCONTRACTOR'S

Sub-Contractors	Address	License	DIR Number	Years In Business	Previous Sub with AZTEC	Previously Provided Services with City of San Diego
Bee Best Bee Removal	9461 Grossmont Summit Dr. Suite G, La Mesa, CA 91941	PR6346	1000014931	21	2 year	Yes
<p>Firm Experience and Specialty – “For more than 20 years, we have provided bee removal services for homes and businesses in Chula Vista, El Cajon, San Diego, and the surrounding areas. We specialize in all types of bee problems; from live bee removal, ground hive extraction, opening and repairing structures, bee proofing and prevention to controlling other pests such as wasps, hornets, and yellow jackets.</p> <p>In addition, we offer pesticide free environmentally safe bee removal and elimination services (only when needed). Our bee removal specialists have expertise with all types of bees in San Diego. We are certified by the California Structural Pest Control Board as Africanized Honey Bee Removal Specialists.”</p>						

Sub-Contractors	Address	License	DIR Number	Years In Business	Previous Sub with AZTEC	Previously Provided Services with City of San Diego
Atlas Environmental	9032 Olive Dr. Spring Valley, CA 91977	593660	1000006871	29	4 years	Yes
<p>Firm Experience and Specialty – “We've been caring for trees in Southern California for over 28 years, and every job is supervised by one of our certified arborists, who will ensure that your trees are healthy and cared for properly.”</p>						

Sub-Contractors	Address	License	DIR Number	Years In Business	Previous Sub with AZTEC	Previously Provided Services with City of San Diego
(CPL) Cable, Pipe Leak Detection	1483 N 2nd St #201, El Cajon, CA 92021	860181	1000010206	31	13 years	Yes
<p>Firm Experience and Specialty – “Cable, Pipe and Leak Detection has been locating leaks and utilities for over 30 years and has worked with just about every type of company imaginable, from Federal, County and City Offices, Military Bases, School Districts, Hospitals, Correctional Facilities, Architects, Attorneys, Electricians, Engineers, Landscapers, Home Owners, Plumbers, Property Managers, Water Districts, Parks and Recreation Areas, Building Contractors and Developers.”</p>						

Sub-Contractors	Address	License	DIR Number	Years In Business	Previous Sub with AZTEC	Previously Provided Services with City of San Diego
Alhee Backflow	9920 Prospect Ave # 104, Santee, CA 92071	516561	1000015816	34	13 years	Yes

Firm Experience and Specialty –

“Ahlee Backflow Service is a San Diego based, family owned company that was founded in 1985. Providing backflow services including installation, repair and testing of backflow assemblies, we ensure compliance with your water authority. Ahlee Backflow is state licensed, bonded and insured, and has the expertise and equipment to test and service all types of backflow assemblies. Our certified technicians receive ongoing training to remain current with all backflow and water authority regulations and specifications. With over 30 years of industry experience, our experience and professionalism will exceed your expectations and the standards set by the water authorities.”

Sub-Contractors	Address	License	DIR Number	Years In Business	Previous Sub with AZTEC	Previously Provided Services with City of San Diego
AG Pest	9917 Maine Ave. Lakeside, CA 92040	792790	1000049486	37 years	11 years	Yes

Firm Experience and Specialty –

“**Agricultural Pest Control** has been successfully providing **Pest Management Solutions in California** since 1982. The principal owner is a graduate of Cal Poly Pomona who majored in Agricultural Biology & Pest Management.

All of our Management Personnel have **over 15 years** of field experience and many of our employees have been with us for more than 20 years. Our technicians are State Certified Pesticide Applicators with comprehensive training in **pest control, identification, damage recognition, management methods and safety**. We serve both residential and commercial customers in the **Southern California** area.”

Sub-Contractors	Address	License	DIR Number	Years In Business	Previous Sub with AZTEC	Previously Provided Services with City of San Diego
SITEONE –Green Tech	3 Chrysler, Irvine, CA 92618	995244	N/A	32		Yes

Firm Experience and Specialty –

“Pioneers of Innovation Excellence...

Founded in 1986, what is known today as SiteOne - Green Tech began as a small, regional company developing computerized technology and a range of cutting-edge products for landscape management and the green industry. Known then as United Green Tech, the company was first to recognize and meet the need for technical expertise and field engineering capability on the new generation of sophisticated, computer-based irrigation control equipment just beginning to emerge. Since then, the company has expanded throughout the USA, assisting public and private organizations, contractors and end-users alike, with modern landscape management tools and water conservation efforts.

Proven Industry Leaders ...

Green Tech boasts over forty years of specialized know-how, application experience, technical support and field service, with more than 100,000 products installed and maintained for the who's who of private corporations, developers, governments and public agencies. We created a new high-tech blueprint by perfecting pre-packaged

systems engineering from specification to installation and certification, setting the standard relied upon by landscape and irrigation professionals everywhere today.”

Sub-Contractors	Address	License	DIR Number	Years In Business	Previous Sub with AZTEC	Previously Provided Services with City of San Diego
Bob's Crane Service	12101 CA 67 Lakeside, CA 92040	971800	100008256	35	14 Years	Yes

Firm Experience and Specialty –

“The business was established in 1983, by Bob Turner, and services all of San Diego, Imperial, and Riverside Counties. The various hydraulic crane available range in capacity from 12 Ton to 350 Ton, with boom lengths from 40’ to 389’. Our Owner and Field Service Representatives have extensive experience, 20-30 years each, in all types of crane rental applications. Our crane operators are members of the Operating Engineers Local 12 and longtime employees, whose experience ranges from 10-35 years each. Our customers tell us they appreciate the knowledge, experience, and level of personal attention given to each of their projects.”

Sub-Contractors	Address	License	DIR Number	Years In Business	Previous Sub with AZTEC	Previously Provided Services with City of San Diego
Cornerstone Consulting's James Thompson	P.O. Box 721764 San Diego, CA 92172	385	N/A	12	9 years	New Relationship

Firm Experience and Specialty –

Cornerstone Consulting's -Registered Consulting Arborist #385, “American Society of Consulting Arborists, Forensic Examiner, Diplomat & Fellow Status #19157, American Board & College of Forensic Examiners Institute/International, Certified Arborist #WE 0740 A International Society of Arboriculture.”

Sub-Contractors	Address	License	DIR Number	Years In Business	Previous Sub with AZTEC	Previously Provided Services with City of San Diego
Hudson Safe-T-Lite Rentals	1215 N. Marshall, El Cajon, CA 92020	788289	1000004051	61	11 years	Has provided services for City of San Diego

Firm Experience and Specialty –

“The pioneers in traffic control safety throughout San Diego and Imperial counties. Since 1958, we have been designing traffic control plans, handling traffic through and around construction sites, and providing traffic control devices for rent and purchase. Our motto is “Exceed Customer Expectations” as we insure your traffic control needs are met quickly, efficiently, and professionally. We strive to provide unparalleled services by listening to our clients to determine their needs and then creatively developing a strategy for their specific project that exceeds expectations.”

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



Office of Small Business & DVBE Services

Certification ID: 26893

Legal Business Name:

M.B. OLIVER, INC

Doing Business As (DBA) Name 1:

AGRICULTURAL PEST CONTROL SERVICES

Doing Business As (DBA) Name 2:

Address:

9917 MAINE AVE

LAKESIDE

CA 92040-3107

Email Address:

kadams@agpest.com

Business Web Page:

<http://www.agpest.com>

Business Phone Number:

858/536-2999

Business Fax Number:

619/561-0462

Business Types:

Service

Certification Type	Status	From	To
SB(Micro)	Approved	05/15/2018	05/31/2020

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!

-LOG IN at [CaleProcure.CA.GOV](https://www.caleprocure.ca.gov)

Questions?

Email: OSDSHELP@DGS.CA.GOV

Call OSDS Main Number: 916-375-4940

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

City of San Diego



**Small Local Business Enterprise (SLBE)
Program Certification**

**Robcar Corporation DBA Hudson Safe-T-Lite Rentals
Small Local Business Enterprise (SLBE)
Specialty Construction**

(NAICS: 237310, 339950, 561990)

Certification Number: 11RC0312

Effective: 1/25/2017 - 1/25/2019

A handwritten signature in cursive script, appearing to read "Claudia Abarca".

Claudia Abarca
Interim Program Manager
Equal Opportunity Contracting

BUSINESS ENTERPRISE CERTIFICATE

HUDSON SAFE-T-LITE RENTALS

777 GABLE WAY
EL CAJON, CA 92020

Owner: GEORGINA EICHHORST

Business Structure: CORPORATION

STATE WOMEN BUSINESS ENTERPRISE

This Certification Not Valid For Federal Aid Contracts

This certificate acknowledges that said firm is approved by the California Department of Transportation as a State Minority Business Enterprise or State Women Business Enterprise (or in some cases both) in accordance with Assembly Bill Number 486, Chapter 1329 and the California Public Code, Chapter 2.5 (commencing with Section 2050), for the following NAICS codes:

* 532412 Construction, Mining, and Forestry Machinery and Equipment Rental and Leasing


* Indicates primary NAICS code

CERTIFYING AGENCY:
DEPARTMENT OF TRANSPORTATION
1823 14TH STREET, MS 79
SACRAMENTO, CA 95814 0000
(916) 324-1700

Firm Number: 7250

Renewal Date: April 1, 2019.

March 20, 2017


JANICE SALAIS, Assistant Director

Office of Business and Economic Opportunity



**SUPPLIER CLEARINGHOUSE
CERTIFICATE OF ELIGIBILITY**

CERTIFICATION EXPIRATION DATE: October 28, 2019

The Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities Commission hereby certifies that it has audited and verified the eligibility of:

***Robcar Corporation DBA Hudson Safe-T-Lite Rentals
Women Business Enterprise (WBE)***

pursuant to Commission General Order 156, and the terms and conditions stipulated in the Verification Application Package. This Certificate shall be valid only with the Clearinghouse seal affixed hereto.

Eligibility must be maintained at all times, and renewed within 30 days of any changes in ownership or control. Failure to comply may result in a denial of eligibility. The Clearinghouse may reconsider certification if it is determined that such status was obtained by false, misleading or incorrect information. Decertification may occur if any verification criterion under which eligibility was awarded later becomes invalid due to Commission ruling. The Clearinghouse may request additional information or conduct on-site visits during the term of verification to verify eligibility.

This certification is valid only for the period that the above firm remains eligible as determined by the Clearinghouse. Utility companies may direct inquiries concerning this Certificate to the Clearinghouse at (800) 359-7998 in Los Angeles.

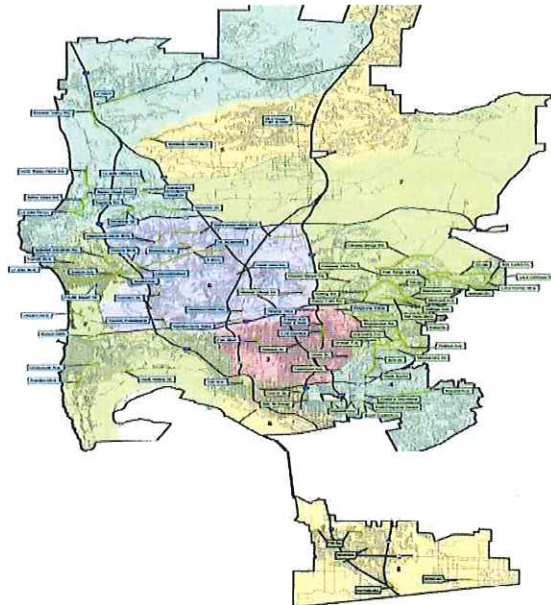
VON: 7FN00011

DETERMINATION DATE: October 28, 2016

GEOGRAPHICAL KNOWLEDGE

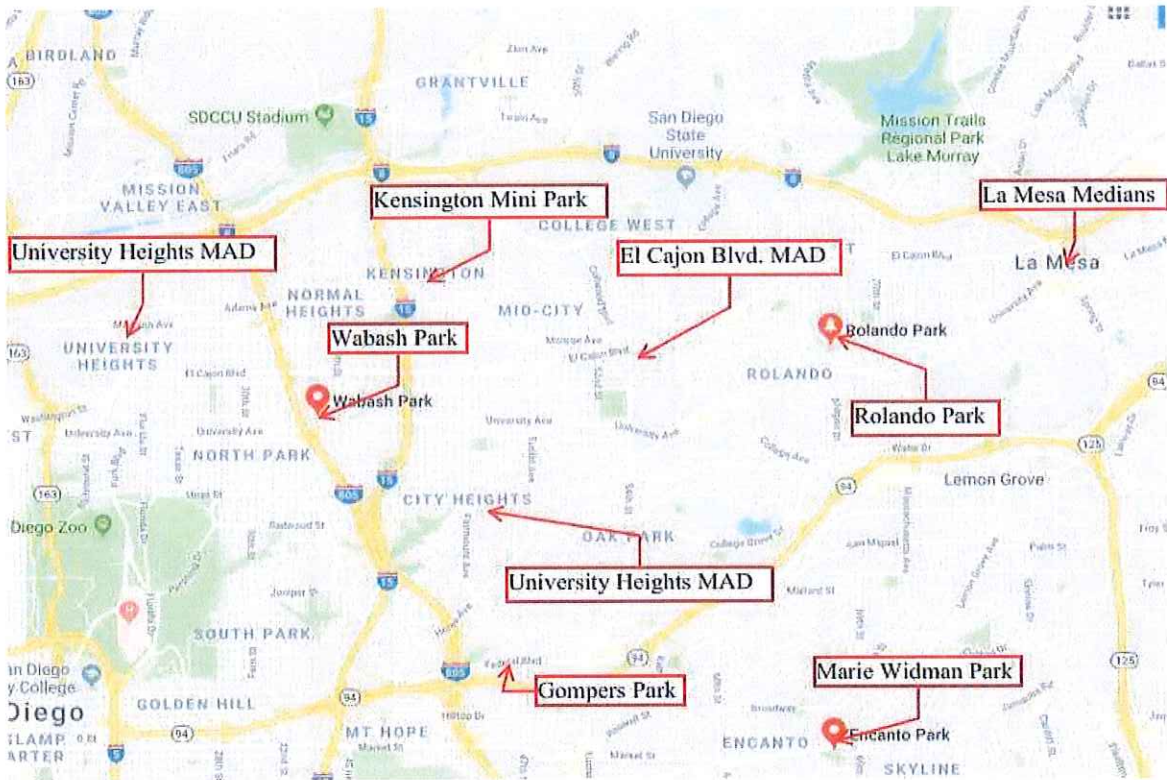
As the incumbent, we possess the geographical knowledge of area to be serviced within the scope of work establish in RFP 10087194-20-G Landscape Services for The Gas Tax Program. In addition we are including sites we continue and have previously maintained in general vicinity.

RFQ – Gas Tax Medians Contract 8694-07-Y	Gas Tax Medians	Currently providing landscape services in interim basis and completed 5 yrs.
RFQ – Kensington Mini Park	Kensington Mini Park	Currently providing landscape services
RFQ – Wabash & Rolando	Wabash and Rolando	Currently providing landscape services
RFQ – Marie Widman	Marie Widman Park	Currently providing landscape services
RFQ – Gompers	Gomper Park	Currently providing landscape services
Contract - 10083128-17-M	El Cajon Blvd.	Currently providing landscape services
Agreement DSDP	Downtown San Diego Partnership	Currently providing power washing services
Contract 19050	Chula Vista - Open Space Landscape Maintenance	Currently providing landscape services and completed 5 yrs.
RFP -Imperial Beach	Imperial Beach State Route 75	Currently providing landscape services
Agreement 19-PSE-DN-016	City of Coronado Planter Maint.	Currently providing landscape services
Contract - 10025238-13-W	Mira Mesa and Calle Cristobal MAD	Currently providing landscape services in interim basis and completed 5 years
Contract - 10074586-17-M	Torrey Hills MAD	Currently providing landscape services 2 yrs.
Contract – 10089347-18-M Contract - 10030695-13-W	Ranch Bernardo and Peñasquitos East MAD	Currently providing landscape services and provided services on interim basis and completed 5 yrs.
Contract – 10089377-18-M	Torrey Highlands MAD	Currently providing landscape services
Contract - 2WLAND-11-B-0032	Rancho Carmel Drive - United States Postal Service	Currently providing landscape services 7 yrs.
Contract – Proposal	Alliant International University of San Diego	Currently providing landscape services 6 yrs.
Contract – 545649	4S Ranch Parks	Landscape services provided for 3 yrs.
Contract – Quote	Thurgood Marshall Middle School	Landscape services provided for 8 mnths.
Contract - 9967-11-Q	Rancho Bernardo	Landscape services provided for 5 yrs.
Contract – 9966-11-Q	Spring Canyon Comfort Station	Landscape services provided for 5 yrs.
Contract - 9948-10-Q	Stonebridge Neighborhood Park	Landscape services provided for 5 yrs.
Contract – 9719-09-Q	Ashley Falls Neighborhood Park	Landscape services provided for 5 yrs.
Contract - 9704-09-Q	Carmel Del Mar	Landscape services provided for 7 yrs.
Contract - 9702-09-Q	Scripps Ranch Community Park	Landscape services provided for 8 yrs.
Contract – 8837-07-Q	Carmel Valley MAD	Landscape services provided for 20 yrs.

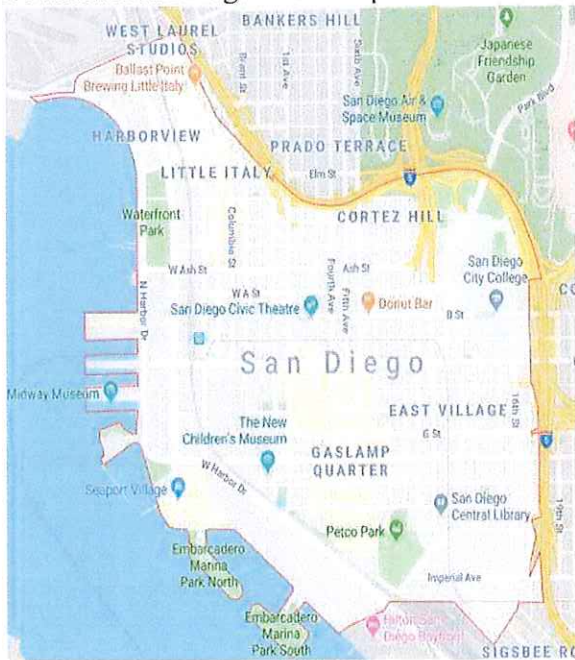


Locations within the Gas Tax Program

Balboa Avenue - 1-5 to I 805 , Waring Road - Camino Rico to I-8, including triangle to Zion, Mission Gorge Road - at Zion to Greenbrier, La Jolla Parkway - north west triangle at La Jolla Shores Dr., medians at School Access Rd, Hidden Valley, Ardath Road and Torrey Pines Road., Imperial/Marketplace - Center medians in front of Home Depot, Navajo Road - SR -125 to Waring, Montezuma Road - Fairmount to Campanile, Palm Avenue - Saturn West to 14th/Imperial Beach border, Adobe Falls Road - East of Waring Road, east and west sides of street including bowl area., Jackson Drive - Navajo to Lake Murray, La Jolla Boulevard, Turquoise St. to Loring St, includes triangle median at Turquoise St., North Harbor Dr. - ROW west side Lanning Rd. to Nimitz Blvd. and ROW west side, bridge south of Lanning Rd., North Torrey Pines Road - North Torrey Pines Rd. to Torrey Pines Scenic Dr., Torrey Pines Road - Two center medians at Pottery Park Driveway, Sorrento Valley Road - 11339 Sorrento Valley Rd. to Carmel Mt. Rd., La Jolla Village Drive - Genesee Ave. to Towne Center Dr., Nobel Drive - Genesee Ave. to Towne Center Dr., Lombard Place - North of Nobel at the shopping center, Regents Road - Lahitte Ct. to Governor Dr, curb to drainage ditch, Balboa Avenue/Pacific Beach - Morrell St. to Soledad Mt. Rd., Grand Avenue - Mission Blvd. to Figueroa, Mission Boulevard - Two center medians West Mission Bay Dr. to San Fernando Pl., Catalina Boulevard - Talbot St. to Rosecroft Ln. (west side only), 12th Avenue/Park Boulevard - Ash St. to C St., Sunset Cliffs - West Point Loma Blvd. to Nimitz, Foothill Boulevard - Corner at Fanuel St., I-15 Corridor - All side medians (on east side), Terrace/Central and (on west side), 40th St. from Adams to Landis, Adams Park and Ride - North and South ROW at Adams and Terrace Dr., Ridgeway Circle - Cul-de-sac east of Marlborough, Mission View - Canterbury Dr. at Palisades Rd., Market Street - I-15 west to 33rd St., Imperial Avenue - Center Medians 47th to 49th and 61st to Flicker St., South Euclid - side median, east side Imperial to Trinidad Way, North Euclid at 54th Street - Center and side medians Marilou Rd. to Elm St., 36th Street Bridge - East side ROW between Imperial Ave. North to Market St. and west side ROW from Imperial Ave. to K St., including Tompkins St.; Island Ave. to Market St., Mira Mesa Park and Ride, I-15 at Mira Mesa Boulevard east of Best Buy, Morena/Balboa Interchange - 4 sides of interchange and Balboa Ave. under bridge, Morena Crossroads - Morena Blvd. at Linda Vista Rd. and medians north at Morena/West Morena and Cushman Pl., Genesee Avenue - Derrick to Mt. Herbert, Clairemont Mesa Boulevard - Genesee to I-15 and side medians Onondaga to Kleefield, Camino de la Reina - Mission Center Rd. to Camino de la Siesta, Fairmount Avenue - South of I-8 to Camino Del Rio South, Mission Center Road at Friars - 4 sides of interchange, Mt. Abernathy - Balboa Arms Dr. to Chateau Dr., Lake Murray Boulevard Center and side medians Dallas to Navajo, to San Carlos & Beaver Lake Drive San Carlos Drive - Lake Murray to Bisby Lave Ave., Parkridge Boulevard - Navajo to Wandermere Dr., Del Cerro Boulevard - Trinity to Madra, College Avenue - I-8 to Rockhurst, Mission Gorge Road - Princess View to Golfcrest, Lake Ashmere - East Lake Dr., west of SR -125, University Avenue - Shiloh to College, College Avenue - 94 to University, College Avenue - Rockhurst to Camino Rico, San Ysidro - Center medians 650 San Ysidro Blvd. east to Beyer Rd. North and south sides of San Ysidro Blvd. from I-805 to Border Village Rd., Del Sol Boulevard - Center median Del Sur Blvd. east to Picador Blvd., Palm Avenue - Center medians Picador/Beyer west to Lanao, Siempre Viva - West of Britannia, in front of RCP Block and Brick, Soledad Mountain Road - Beryl St. to Soledad Rancho, Governor Drive - North Right of Way Edmonton to Panel, Torrey Pines Road - Caminito Del Cid to Dunaway Dr., Chatsworth Avenue - 1515 Chatsworth Ave. to Garrison St., Pacific Beach Drive - Kendall St. to Jewell St., Menlo Avenue - Thorn St. to Quince St., Euclid/Imperial - Southwest corner with tree wells, Euclid at Groveland - ROW at Groveland, Fairmount Avenue - East and west side Home Avenue to Ridgeview, Sorrento Valley Boulevard - North and South ROW 4245 Sorrento Valley Blvd. to Sea, Mist Dr., Frankfort Street - Morena Blvd north to Tonopah St. and Lister north to Jellett St., Linda Vista Road - Baltic to Markham, Morena Boulevard - East side slope from Balboa Ave. to Avati Dr., Governor Drive - Landscaped medians, Agee St. to west of Stresemann St., Mission Village Road - East and west ROW 10' from curb Ronda Ave. to Friars Rd., Streamview Drive - Lynn St. to Gayle St., 54th Street - Slope west side ROW, south of bus stop to Lea St. access at Wightman (top of slope), 54th Street - Center and side medians Euclid Ave. to Streamview Dr., Orange Avenue - 54th St. at 54th Pl., Navajo Road at Waring - Corner ROW Waring to Margerum Ave., Navajo Road ROW - Boulder Lake and Cowles Mt. Rd., Princess View Drive - tree planter boxes south Mission Gorge Rd., Rockhurst Drive - Madra to College, Elmhurst Avenue - Madra to Calvin Way, Del Cerro East - Madra to 6710 Del Cerro, University Avenue ROW - 50 cement tree planters at north side from 58th to 60th and sloped area curb to access road.



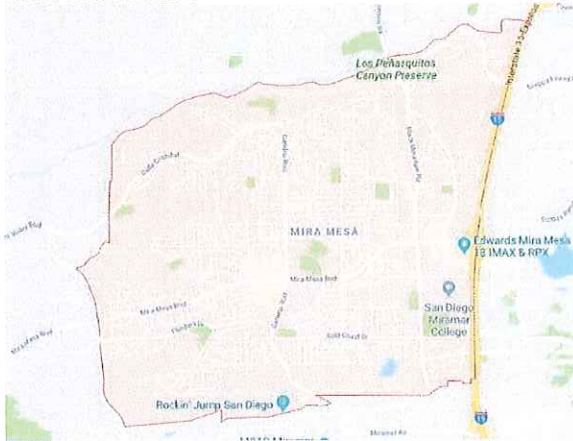
Downtown San Diego Partnership



Chula Vista – Open Space



Mira Mesa MAD



Calle Cristobal MAD



Rancho Bernardo MAD



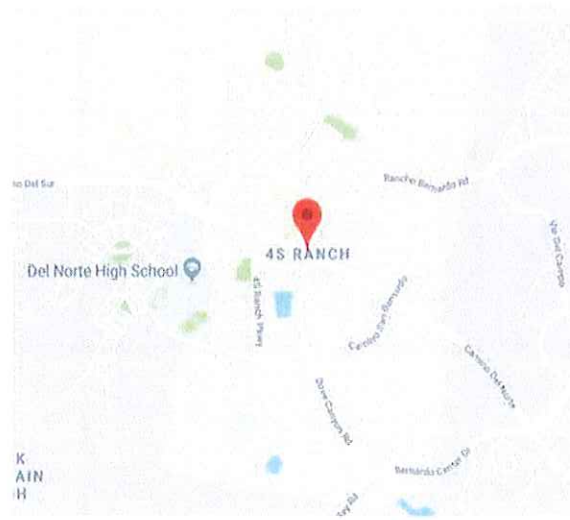
Peñasquitos East MAD



USPS – Rancho Carmel Dr.



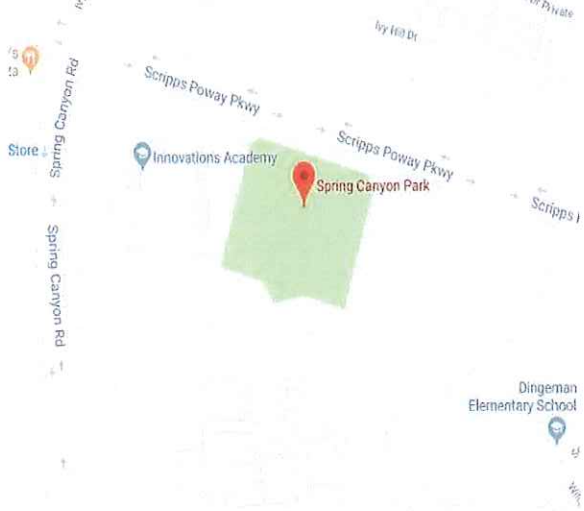
4S Ranch



Thurgood Marshall / Alliant International University



Spring Canyon Park



Stonebridge Neighborhood Park



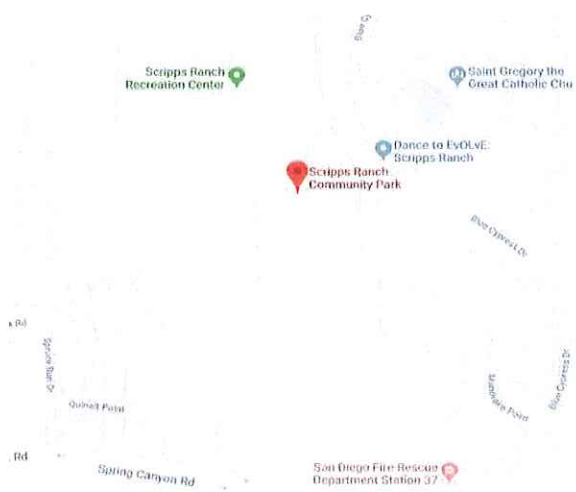
Ashley Falls Park



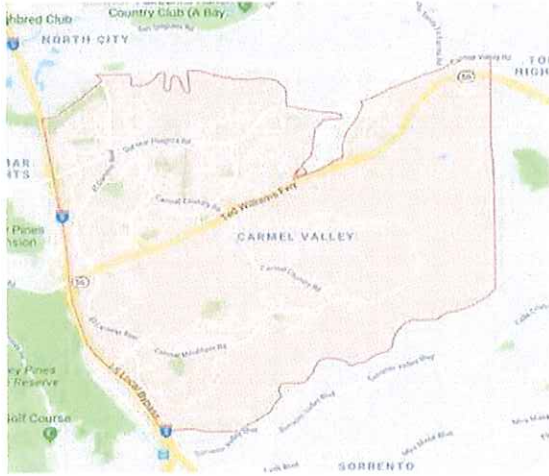
Carmel Del Mar



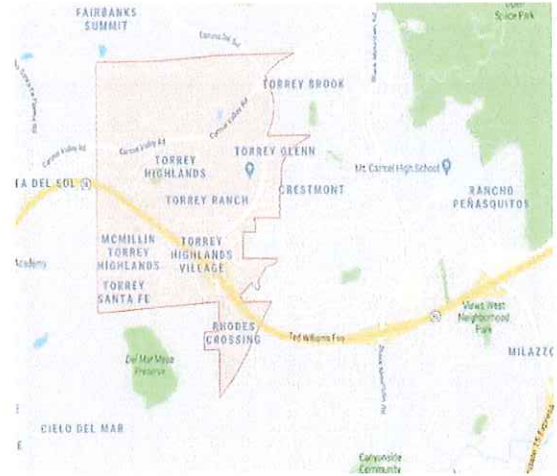
Scripps Ranch Community Park



Carmel Valley MAD



Torrey Highlands MAD



EMPLOYEE BACKGROUND CHECKS

Live Scan – Background Check

Employees:

- Bryce Dessert
- Betty Dutra
- Marcela Kahelin
- Susana Castellano
- Jonathan Castellano
- Robert Dutra
- Sergio Garcia
- Martha Castillo
- Maria Roman

County of San Diego – Background Check

Employees:

- Arynne Mehl
- Arturo Marquez Mendoza
- Rogelio Hernandez
- Fernando Murillo
- Serafin Rodriguez Mora
- Jesus Gonzalez Ramos
- Luis Reyes

San Diego County Regional Airport Authority – Background Check

Employees:

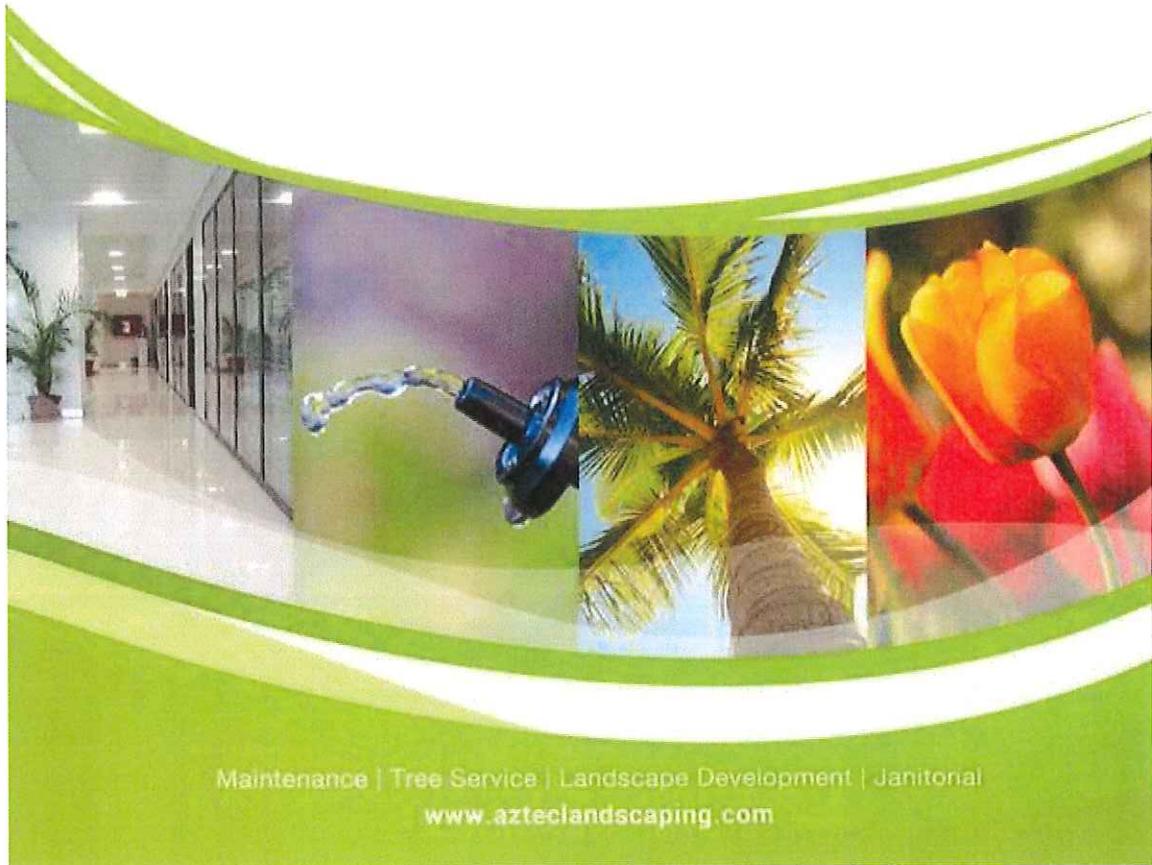
- Arynne Mehl
- Juan Murillo
- Rodrigo Muñoz
- David Gonzalez

Federal Government – Camp Pendleton, 32nd, North Island, NWS Seal Beach, NWS Seal Beach Fallbrook Detachment – Background Check

Employees:

- | | |
|-------------------------------|-----------------------------------|
| • Armando Martinez | • Arturo Serrato Caballero |
| • David Gonzalez Silva | • Efigenio Sanchez |
| • Higinio Sarabia Martinez | • Jesus Marcelino Barriga Camacho |
| • Jose Abel Guerrero Ochoa | • Juan Manuel Murillo |
| • Luis Alberto Casillas Velez | • Manuel R Celedon Ramos |
| • Rafael Armando Aguilar | • Rodrigo Pinedo Muñoz |
| • Arturo Farias | • Carlos Damian Aguilar Rivera |
| • Jaime Ayala Jr. | • Norberto Serrato Caballero |
| • Ricardo Saucedo | • Alberto Zapatero |
| • Ramon Eugene Aguilar | • Hector E. Zuazo |
| • Juvenal Benavidez | |

TAB C



Maintenance | Tree Service | Landscape Development | Janitorial
www.azteclandscaping.com

SCHEDULE OF TASK COSTS

All cells must be filled out. If no cost, enter a zero. Failure to complete all cells may be cause for rejection.

Category I: Street Medians Landscaped with Trees, Shrubs, and Groundcover. (Weekly Sites) Approximately 96,919 sq. ft.

TASK DESCRIPTION	EST HOURS	LABOR RATE	LABOR COST	MATERIALS COST	TOTAL ONE TIME COST	YEARLY FREQUENCY	YEARLY COST
CATEGORY I:			Hourly Rate X Time				
Irrigation Inspection	3	\$ 24.50	\$ 73.50	\$ 2.00	\$ 75.50	52	\$ 3,926.00
Litter Removal	5	\$ 24.50	\$ 122.50	\$ 0.75	\$ 123.25	52	\$ 6,409.00
Weed Removal	7	\$ 24.50	\$ 171.50	\$ 10.00	\$ 181.50	52	\$ 9,438.00
Pruning/Edging Shrubs & Groundcover	38	\$ 24.50	\$ 931.00	\$ 0.00	\$ 931.00	26	\$ 24,206.00
Fertilization - Complete	4	\$ 24.50	\$ 98.00	\$ 145.00	\$ 243.00	3	\$ 729.00

TOTAL PRICE PER YEAR FOR CATEGORY I:
(Enter proposed price on pages 53-54)

\$ 44,708.00

NOTE: To determine the yearly task cost for each category, multiply the one time task cost by the yearly service frequency for that particular task, then add all task totals together.

All cells must be filled out. If no cost, enter a zero. Failure to complete all cells may be cause for rejection.

SCHEDULE OF TASK COSTS

Category IA: Street Medians Landscaped with Trees, Shrubs, and Groundcover. (Bi Weekly Sites) Approximately 347,672 sq. ft.

TASK DESCRIPTION	EST HOURS	LABOR RATE	LABOR COST	MATERIALS COST	TOTAL ONE TIME COST	YEARLY FREQUENCY	YEARLY COST
CATEGORY IA:			Hourly Rate X Time				
Irrigation Inspection	12	\$ 24.50	\$ 294.00	\$ 2.00	\$ 296.00	26	\$ 7,696.00
Litter Removal	40	\$ 24.50	\$ 980.00	\$ 1.00	\$ 981.00	26	\$ 25,506.00
Weed Removal	16	\$ 24.50	\$ 392.00	\$ 15.00	\$ 407.00	26	\$ 10,582.00
Pruning/Edging Shrubs & Groundcover	80	\$ 24.50	\$ 1,960.00	\$ 0.00	\$ 1,960.00	12	\$ 23,520.00
Fertilization - Complete	24	\$ 24.50	\$ 588.00	\$ 550.00	\$ 1,138.00	3	\$ 3,414.00

TOTAL PRICE PER YEAR FOR CATEGORY IA
 (Enter proposed price on Pricing Pages 53-54)

\$ 70,718.00

NOTE: To determine the yearly task cost for each category, multiply the one time task cost by the yearly service frequency for that particular task, then add all task totals together.

All cells must be filled out. If no cost, enter a zero. Failure to complete all cells may be cause for rejection.

SCHEDULE OF TASK COSTS

Category IB: Street Medians Landscaped with Trees, Shrubs, and Groundcover. (Monthly Sites) Approximately 1,247,094 sq. ft.

TASK DESCRIPTION	EST HOURS	LABOR RATE	LABOR COST	MATERIALS COST	TOTAL ONE TIME COST	YEARLY FREQUENCY	YEARLY COST
CATEGORY I B:			Hourly Rate X Time				
Irrigation Inspection	48	\$ 24.50	\$ 1,176.00	\$ 3.50	\$ 1,179.50	12	\$ 14,154.00
Litter Removal	70	\$ 24.50	\$ 1,715.00	\$ 0.00	\$ 1,715.00	12	\$ 20,580.00
Weed Removal	30	\$ 24.50	\$ 735.00	\$ 20.00	\$ 735.00	12	\$ 9,060.00
Pruning/Edging Shrubs & Groundcover	325	\$ 24.50	\$ 7,962.50	\$ 0.00	\$ 7,962.50	12	\$ 95,550.00
Fertilization - Complete	72	\$ 24.50	\$ 1,764.00	\$ 2,850.00	\$ 4,614.00	2	\$ 9,228.00

TOTAL PRICE PER YEAR FOR CATEGORY IB:
(Enter proposed price on pages 53-54)

\$ 148,572.00

NOTE: To determine the yearly task cost for each category, multiply the one-time task cost by the yearly service frequency for that particular task, then add all task totals together. All cells must be filled out. If no cost, enter a zero. Failure to complete all cells may be cause for rejection.

All cells must be filled out. If no cost, enter a zero. Failure to complete all cells may be cause for rejection.

SCHEDULE OF TASK COSTS

Category IC: Street Medians Landscaped with Trees, Shrubs, and Groundcover. (Quarterly sites) Approximately 545,921 sq. ft.

TASK DESCRIPTION	EST HOURS	LABOR RATE	LABOR COST	MATERIALS COST	TOTAL ONE TIME COST	YEARLY FREQUENCY	YEARLY COST
CATEGORY I C:			Hourly Rate X Time				
Litter Removal	26	\$ 24.50	\$ 637.00	\$ 1.50	\$ 638.50	4	\$ 2,554.00
Weed Removal	20	\$ 24.50	\$ 490.00	\$ 18.00	\$ 508.00	4	\$ 2,032.00
Pruning/Edging Shrubs & Groundcover	200	\$ 24.50	\$ 4,900.00	\$ 0.00	\$ 4,900.00	4	\$ 19,600.00

TOTAL PRICE PER YEAR FOR CATEGORY IC:
(Enter proposed price on pages 53-54)

\$ 24,186.00

NOTE: To determine the yearly task cost for each category, multiply the one time task cost by the yearly service frequency for that particular task, then add all task totals together. All cells must be filled out. If no cost, enter a zero. Failure to complete all cells may be cause for rejection.

All cells must be filled out. If no cost, enter a zero. Failure to complete all cells may be cause for rejection.

SCHEDULE OF TASK COSTS

Category II: Stamped Concrete/Hardscape Medians (Weekly Sites) Approximately 55,184 sq. ft.

TASK DESCRIPTION	EST HOURS	LABOR RATE	LABOR COST	MATERIALS COST	TOTAL ONE TIME COST	YEARLY FREQUENCY	YEARLY COST
CATEGORY II:			Hourly Rate X Time				
Litter Removal	1.5	\$ 24.50	\$ 36.75	\$ 1.50	\$ 38.25	52	\$ 1,989.00
Weed Removal	1	\$ 24.50	\$ 24.50	\$ 4.00	\$ 28.50	52	\$ 1,482.00
Sweeping Stamped Concrete	4	\$ 24.50	\$ 98.00	\$ 0.00	\$ 98.00	52	\$ 5,096.00

TOTAL PRICE PER YEAR FOR CATEGORY II:
(Enter proposed price on pages 53-54)

\$ 8,567.00

NOTE: To determine the yearly task cost for each category, multiply the one time task cost by the yearly service frequency for that particular task, then add all task totals together.

All cells must be filled out. If no cost, enter a zero. Failure to complete all cells may be cause for rejection.

SCHEDULE OF TASK COSTS

Category II A: Stamped Concrete/Hardscape Medians. (Bi-weekly sites) Approximately 74,797 sq. ft.

TASK DESCRIPTION	EST HOURS	LABOR RATE	LABOR COST	MATERIALS COST	TOTAL ONE TIME COST	YEARLY FREQUENCY	YEARLY COST
CATEGORY II A :			Hourly Rate X Time				
Litter Removal	8	\$ 24.50	\$ 196.00	\$ 0.00	\$ 196.00	26	\$ 5,096.00
Weed Removal	5	\$ 24.50	\$ 122.50	\$ 4.00	\$ 126.50	26	\$ 3,289.00
Sweeping Stamped Concrete	16	\$ 24.50	\$ 392.00	\$ 0.00	\$ 392.00	26	\$ 10,192.00

TOTAL PRICE PER YEAR FOR CATEGORY II A:
(Enter proposed price on pages 53-54)

\$ 18,577.00

NOTE: To determine the yearly task cost for each category, multiply the one time task cost by the yearly service frequency for that particular task, then add all task totals together.

All cells must be filled out. If no cost, enter a zero. Failure to complete all cells may be cause for rejection.

SCHEDULE OF TASK COSTS

Category II B: Stamped Concrete/Hardscape Medians. (Monthly sites) Approximately 669,940 sq. ft.

TASK DESCRIPTION	EST HOURS	LABOR RATE	LABOR COST	MATERIALS COST	TOTAL ONE TIME COST	YEARLY FREQUENCY	YEARLY COST
CATEGORY II B :			Hourly Rate X Time				
• Litter Removal	22	\$ 24.50	\$ 539.00	\$ 1.50	\$ 540.00	12	\$ 6,480.00
• Weed Removal	10	\$ 24.50	\$ 245.00	\$ 6.00	\$ 251.00	12	\$ 3,012.00
• Sweeping Stamped Concrete	80	\$ 24.50	\$ 1,960.00	\$ 0.00	\$ 1,960.00	12	\$ 23,520.00

TOTAL PRICE PER YEAR FOR CATEGORY II B:
(Enter proposed price on pages 53-54)

\$ 33,012.00

NOTE: To determine the yearly task cost for each category, multiply the one time task cost by the yearly service frequency for that particular task, then add all task totals together.

All cells must be filled out. If no cost, enter a zero. Failure to complete all cells may be cause for rejection.

SCHEDULE OF TASK COSTS

Category II C: Stamped Concrete/Hardscape Medians. (Quarterly sites) Approximately 134,268 sq. ft.

TASK DESCRIPTION	EST HOURS	LABOR RATE	LABOR COST	MATERIALS COST	TOTAL ONE TIME COST	YEARLY FREQUENCY	YEARLY COST
CATEGORY II C:			Hourly Rate X Time				
Litter Removal	3	\$ 24.50	\$ 73.50	\$ 1.00	\$ 74.50	4	\$ 298.00
Weed Removal	5	\$ 24.50	\$ 122.50	\$ 4.00	\$ 126.50	4	\$ 506.00
Sweeping Stamped Concrete	12	\$ 24.50	\$ 294.00	\$ 0.00	\$ 294.00	4	\$ 1,176.00

TOTAL PRICE PER YEAR FOR CATEGORY II C:

\$ 1,980.00

(Enter proposed price on page 53 - 54.)

NOTE: To determine the yearly task cost for each category, multiply the one time task cost by the yearly service frequency for that particular task, then add all task totals together.

All cells must be filled out. If no cost, enter a zero. Failure to complete all cells may be cause for rejection.

SCHEDULE OF TASK COSTS

Category III: Gutters (Weekly) Approximately 37,576 lin. ft.

TASK DESCRIPTION	EST HOURS	LABOR RATE	LABOR COST	MATERIALS COST	TOTAL ONE TIME COST	YEARLY FREQUENCY	YEARLY COST
CATEGORY III:			Hourly Rate X Time				
Litter Removal	3	\$ 24.50	\$ 73.50	\$ 1.50	\$ 75.00	52	\$ 3,900.00
Weed Removal	1	\$ 24.50	\$ 24.50	\$ 4.00	\$ 28.50	52	\$ 1,482.00
Sweeping Gutters	18	\$ 24.50	\$ 441.00	\$ 0.00	\$ 441.00	52	\$ 22,932.00

TOTAL PRICE PER YEAR FOR CATEGORY III:

\$ 28,314.00

(Enter proposed price on page 53-54)

NOTE: To determine the yearly task cost for each category, multiply the one time task cost by the yearly service frequency for that particular task, then add all task totals together.

All cells must be filled out. If no cost, enter a zero. Failure to complete all cells may be cause for rejection.

SCHEDULE OF TASK COSTS

Category III A: Gutters (Bi-weekly) Approximately 74,797 lin. ft.

TASK DESCRIPTION	EST HOURS	LABOR RATE	LABOR COST	MATERIALS COST	TOTAL ONE TIME COST	YEARLY FREQUENCY	YEARLY COST
CATEGORY III A:							
Litter Removal	3	\$ 24.50	Hourly Rate X Time \$ 73.50	\$ 0.75	\$ 74.25	26	\$ 1,930.50
Weed Removal	2	\$ 24.50	\$ 49.00	\$ 4.00	\$ 53.00	26	\$ 1,378.00
Sweeping Gutters	24	\$ 24.50	\$ 588.00	\$ 0.00	\$ 588.00	26	\$ 15,288.00

TOTAL PRICE PER YEAR FOR CATEGORY III A:

\$ 18,596.50

(Enter proposed price on page 53 - 54)

NOTE: To determine the yearly task cost for each category, multiply the one time task cost by the yearly service frequency for that particular task, then add all task totals together.

All cells must be filled out. If no cost, enter a zero. Failure to complete all cells may be cause for rejection.

SCHEDULE OF TASK COSTS

Category III B: Gutters (Monthly) Approximately 250,068 lin. ft.

TASK DESCRIPTION	EST HOURS	LABOR RATE	LABOR COST	MATERIALS COST	TOTAL ONE TIME COST	YEARLY FREQUENCY	YEARLY COST
CATEGORY III B:			Hourly Rate X Time				
Litter Removal	8	\$ 24.50	\$ 196.00	\$ 1.00	\$ 197.00	12	\$ 2,364.00
Weed Removal	4	\$ 24.50	\$ 98.00	\$ 4.00	\$ 102.00	12	\$ 1,224.00
Sweeping Gutters	32	\$ 24.50	\$ 784.00	\$ 0.00	\$ 784.00	12	\$ 9,408.00

TOTAL PRICE PER YEAR FOR CATEGORY III B:

\$ 12,996.00

(Enter proposed price on page 53-54)

NOTE: To determine the yearly task cost for each category, multiply the one time task cost by the yearly service frequency for that particular task, then add all task totals together.

All cells must be filled out. If no cost, enter a zero. Failure to complete all cells may be cause for rejection.

SCHEDULE OF TASK COSTS

Category III C: Gutters (Quarterly) Approximately 81,292 lin. ft.

TASK DESCRIPTION	EST HOURS	LABOR RATE	LABOR COST	MATERIALS COST	TOTAL ONE TIME COST	YEARLY FREQUENCY	YEARLY COST
CATEGORY III C:			Hourly Rate X Time				
Litter Removal	14	\$ 24.50	\$ 343.00	\$ 0.00	\$ 343.00	4	\$ 1,372.00
Weed Removal	14	\$ 24.50	\$ 343.00	\$ 6.00	\$ 349.00	4	\$ 1,396.00
Sweeping Gutters	50.5	\$ 24.50	\$ 1,237.25	\$ 0.00	\$ 1,237.25	4	\$ 4,949.00

TOTAL PRICE PER YEAR FOR CATEGORY III C:

\$ 7,717.00

(Enter proposed price on page 53 - 54)

NOTE: To determine the yearly task cost for each category, multiply the one time task cost by the yearly service frequency for that particular task, then add all task totals together.

All cells must be filled out. If no cost, enter a zero. Failure to complete all cells may be cause for rejection.

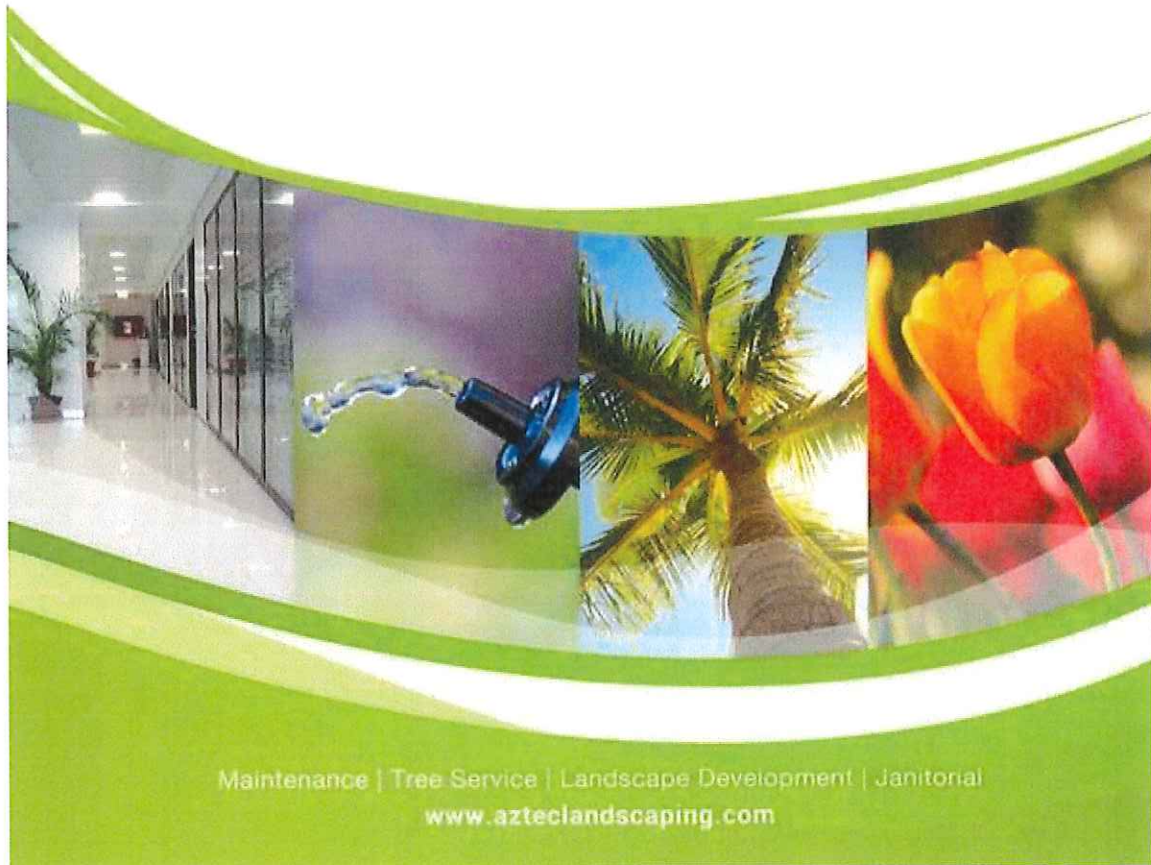
SCHEDULE OF TASK COSTS

1. Pricing Pages

a. Gas Tax Median Maintenance Program

Category	Est. Qty.	U/M	Description	Total Cost Per Category Per Month	Total Cost Per Category Per Year
I	96,919	SQ.FT	Street Medians Landscaped with Trees, Shrubs Ground Cover (Weekly)	\$ 3,725.6666	\$ 44,708.00
IA	317,672	SQ.FT	Street Medians Landscaped with Trees, Shrubs Ground Cover (Bi-weekly)	\$ 5,893.1666	\$ 70,718.00
IB	1,247,094	SQ.FT	Street Medians Landscaped with Trees, Shrubs Ground Cover (Monthly)	\$ 12,381.00	\$ 148,572.00
IC	545,921	SQ.FT	Street Medians Landscaped with Trees, Shrubs Ground Cover (Quarterly)	\$ 2,015.50	\$ 24,186.00
II	55,184	SQ.FT	Stamped Concrete/Hardscape Medians (Weekly)	\$ 713.9166	\$ 8,567.00
IIA	171,308	SQ.FT	Stamped Concrete/Hardscape Medians (Bi-weekly)	\$ 1,548.0833	\$ 18,577.00
IIB	669,940	SQ.FT	Stamped Concrete/Hardscape Medians (Monthly)	\$ 2,751.00	\$ 33,012.00
IIC	134,268	SQ.FT.	Stamped Concrete/Hardscape Medians (Quarterly)	\$ 165.00	\$ 1,980.00
III	37,576	LIN. FT.	Gutters (Weekly)	\$ 2,359.50	\$ 28,314.00
IIIA	74,797	LIN. FT.	Gutters (Bi-Weekly)	\$ 1,549.7083	\$ 18,596.50
IIIB	250,068	LIN. FT.	Gutters (Monthly)	\$ 1,083.00	\$ 12,996.00
IIIC	81,292	LIN. FT.	Gutters (Quarterly)	\$ 643.0833	\$ 7,717.00

ATTACHMENTS



Maintenance | Tree Service | Landscape Development | Janitorial
www.azteclandscaping.com

CITY OF SAN DIEGO
PURCHASING & CONTRACTING DEPARTMENT
1200 Third Avenue, Suite 200
San Diego, CA 92101-4195
Fax: (619)236-5904

ADDENDUM B

RFP No. 10087194-20-G

RFP Closing Date: December 10, 2019
@2:00p.m.

Bid for furnishing the City of San Diego with **Landscape Maintenance for the Designated Center Medians, Rights-of-Way and Areas within the Gas Tax Program.**

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

1. Delete the original Request for Proposal Cover Page and replace with the attached Addendum B Request for Proposal Cover Page. Please note revision to the Due Date in Bold.
2. Delete the Addendum A Request for Proposal Signature Page 3 and replace with the attached Addendum B Request for Proposal Signature Page 3.
3. Add four (4) pages "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.)
4. Add one (1) page "Attachment A – Map".

CITY OF SAN DIEGO PURCHASING & CONTRACTING DEPARTMENT



Jerry Gibbs
Procurement Contracting Officer
(619) 236-5510

December 2, 2019



**Request for Proposal (RFP) for
Landscape Maintenance for the designated center medians, rights-of-way and areas within
the Gas Tax program**

Solicitation Number: 10087194-20-G

Solicitation Issue Date: November 1, 2019

Mandatory Pre-Proposal Conference: November 15, 2019 @ 9:30am
Purchasing & Contracting
Conference Room 1
1200 Third Avenue, Suite 200
San Diego, CA 92101

Questions and Comments Due: November 22, 2019 @ 12:00 pm

Response Due Date and Time ("Closing Date"): December 10, 2019 @ 2:00 pm

Contract Terms: Five (5) years from Effective Date, as defined in Article I, Section 1.2 of the City's General Contract Terms and Conditions.

City Contact: Jerry Gibbs
Procurement Contracting Officer
1200 Third Avenue, Suite 200
San Diego, California 92101
jggibbs@sandiego.gov
(619) 236-5510

Submissions: Respondent is required to provide four (4) originals and one (1) electronic copy (e.g. thumb drive or CD) of their response as described herein.

Completed and signed RFP signature page is required, with most recent addendum listed as acknowledgement of all addenda issued.

Note: Emailed submissions will not be accepted.

Landscape Maintenance for the Designated Center Medians, Rights-of-Way and Areas within the Gas Tax Program

QUESTIONS AND ANSWERS

1. Question:

Addendum A shows December 10th as closing date. Planet Bids system shows December 6th as closing date. Can you clarify which date is correct.

Response:

Closing Date has been extended to Tuesday, December 10, 2019.

2. Question:

Please provide current contract amount, current contract term, and current contractor for the Landscape Maintenance for the designated center medians, rights-of-way and areas within the Gas Tax program.

Response:

Aztec Landscaping currently has the contract on a 4-month quote from November 1, 2019 to February 29, 2020. The total amount is \$143,402.16

3. Question:

What percentage contract sites require Traffic Control?

Response:

The current contractor uses basic traffic control (cones) at every site and they shut down a lane on one monthly site at College Ave Rockhurst to Camino Rico.

4. Question:

Will we be given a map soon to the areas listed for maintenance?

Response:

See "Attachment A – Map" of this Addendum B

5. Question:

Who is the current service provider for these sites?

Response:

Aztec Landscaping

6. Question:

Does the City have current maps of the areas listed in the RFP? Can the City provide these?

Response:

See "Attachment A – Map" of this Addendum B

7. Question:

CALTRANS MUTCD - Section 6G.09 Work Within the Median States the following: Guidance:02 If work in the median of a divided highway is within 15 feet from the edge of the traveled way for either direction of travel, TTC should be used through the use of advance warning signs and channelizing devices. During the Pre-bid meeting a question was asked about traffic control and or lane closures, and the answer was provided that they will not occur. Can the City provide additional information on how the contractor is to meet the MUTCD requirement without use of lane channelization?

Response:

See Exhibit B, Section 12 - Traffic Control Plans, of the RFP

8. Question:

What is the current contract value of the existing contractor?

Response:

See the response to question 2, above.

9. Question:

In Item 3.6 Evaluation Criteria Part B Item 6, The City is scoring the contractor on Documentation proof for Staff who have passed/cleared any security background checks. Is there any concern for FOIA requests that individuals personal information is discoverable when providing such in a proposal document? Could this better be provided under separate information post proposal?

Response:

Pursuant to Section 9 of Exhibit A– Public Records, of the RFP:

“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.”

Please note that this RFP is subject to the California Public Records Act, not the Freedom of Information Act.

10. Question:

Are the gutters of the sidewalks across from the center medians also included in the bid for maintenance? Ex: Balboa maintenance I-5 –I-805 sidewalk gutters

Response:

No, just the center medians.

11. Question:

What details are to be provided in regards to background check documentation of staff? Exhibit A 3.6 Evaluation Criteria B.

Response:

As set forth in Section 5.13.1 of Exhibit D, General Contract Terms and Provisions, of the RFP “ 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.”

12. Question:

Is the maintenance of K-Rail dividers included in the bid as center medians? Ex: Waring Rd at Adobe Falls. If so we would need to administer a lane closure to complete work for safety reasons. What would be the expense of this closure if there is a cost?

Response:

No, the K-Rails are not included.

**ADDENDUM B
DECEMBER 2, 2019**

13. Question:

In regards to the water truck needed during the summer months at what frequency are we expected to provide water at these non-irrigated sites? Also will the water be provided by the city or the contractor? If the city, where will our water truck be filled? Exhibit B M. Method of Performing Work 1. Irrigation d.

Response:

The water truck frequencies depend on the weather. As a result the need for a water truck may be weekly, bi-weekly or monthly. The water will come from the Contractor's site and the Contractor will invoice the City for the cost in accordance with the Contract.

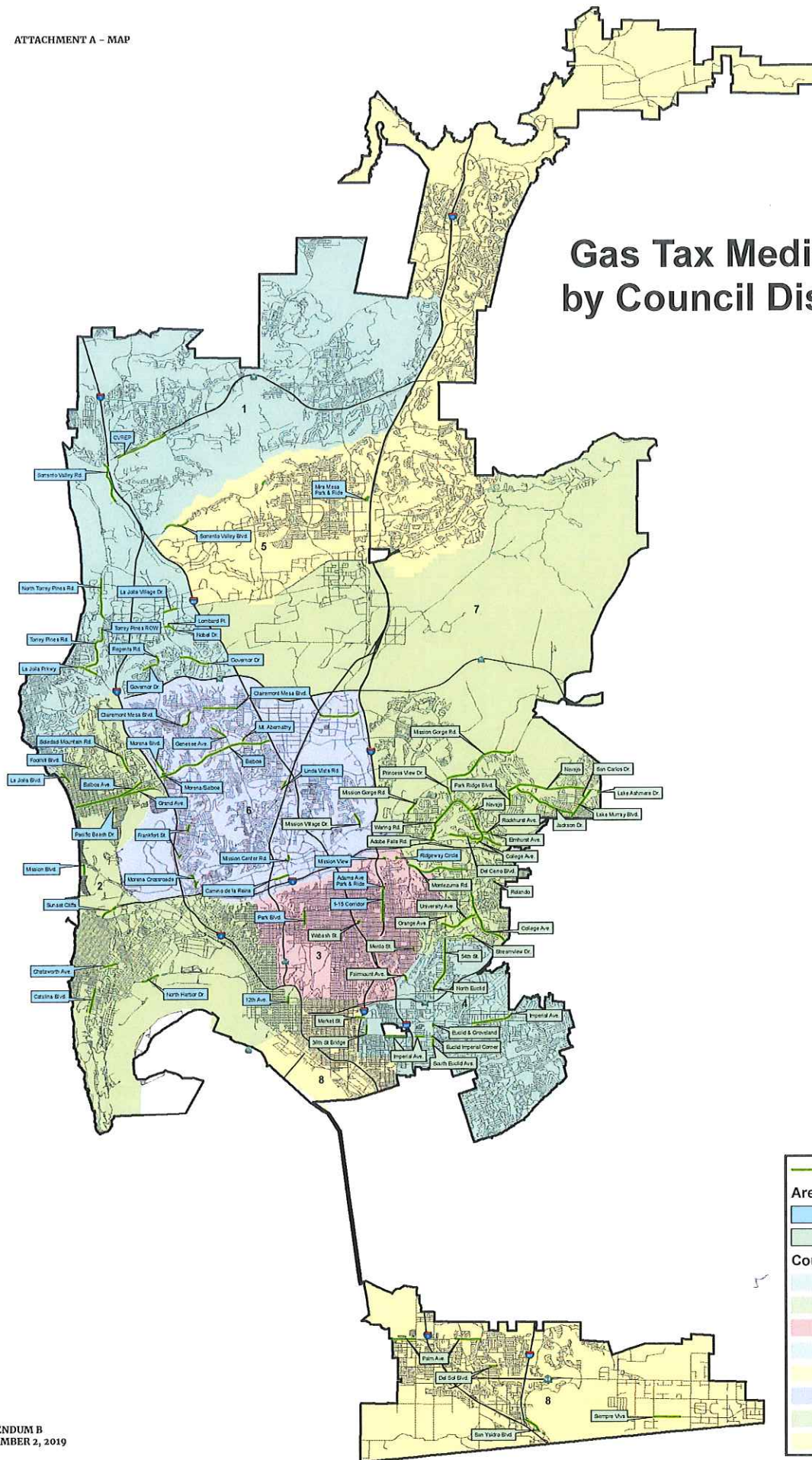
14. Question:

I can see the sites listed in the RFP, but can we also have a map highlighting areas in detail that are included in the scope?

Response:

See "Attachment A – Map" of this Addendum B

Gas Tax Medians by Council District



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

ADDENDUM A

RFP No. 10087194-20-G

RFP Closing Date: December 6, 2019
@3:00p.m.

Bid for furnishing the City of San Diego with Landscape Maintenance for the Designated Center Medians, Right-of-Way and Areas within the Gas Tax Program

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

1. Delete the original Request for Proposal Signature Page 3 and replace with the attached Addendum A Request for Proposal Signature Page 3.
2. Delete the original Request for Proposal Exhibit D – WAGE REQUIREMENTS pages 1-4 and replace with the attached Addendum A WAGE REQUIREMENTS page 1-5.

CITY OF SAN DIEGO PURCHASING & CONTRACTING DEPARTMENT



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

November 13, 2019

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

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

CONTRACTOR

CITY OF SAN DIEGO
A Municipal Corporation

Proposer

BY:

Street Address

Print Name:

City

Director, Purchasing & Contracting Department

Telephone No.

Date Signed

E-Mail

BY:

Signature of
Proposer's Authorized
Representative

Approved as to form this ____ day of

_____, 20____.
MARA W. ELLIOTT, City Attorney

Print Name

BY: _____
Deputy City Attorney

Title

Date

EXHIBIT D

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

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

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

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

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

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

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

2. **Penalties for Violations.** Bidder and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.
3. **Payroll Records.** Bidder and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Bidder shall require its subcontractors to also comply with section 1776. Bidder and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Bidder is responsible for ensuring its subcontractors submit certified payroll records to the City. Bidder and its subcontractors shall also furnish the records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required in Labor Code section 1771.4.
4. **Apprentices.** Bidder and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Bidder shall be held responsible for their compliance as well as the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
5. **Working Hours.** Bidder and its subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.
6. **Required Provisions for Subcontracts.** Bidder shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
7. **Labor Code Section 1861 Certification.** Bidder in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Bidder certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."
8. **Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**Request for Proposal (RFP) for
Landscape Maintenance for the designated center medians, rights-of-way and areas within
the Gas Tax program**

Solicitation Number: 10087194-20-G

Solicitation Issue Date: November 1, 2019

Mandatory Pre-Proposal Conference: November 15, 2019 @ 9:30am
Purchasing & Contracting
Conference Room 1
1200 Third Avenue, Suite 200
San Diego, CA 92101

Questions and Comments Due: November 22, 2019 @ 12:00 pm

Response Due Date and Time ("Closing Date"): December 6, 2019 @ 2:00 pm

Contract Terms: Five (5) years from Effective Date, as defined in Article I, Section 1.2 of the City's General Contract Terms and Conditions.

City Contact: Jerry Gibbs
Procurement Contracting Officer
1200 Third Avenue, Suite 200
San Diego, California 92101
jggibbs@sandiego.gov
(619) 236-5510

Submissions: Respondent is required to provide four (4) originals and one (1) electronic copy (e.g. thumb drive or CD) of their response as described herein.

Completed and signed RFP signature page is required, with most recent addendum listed as acknowledgement of all addenda issued.

Note: Emailed submissions will not be accepted.

CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10087194-20-G

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) # 10087194-20-G (Contractor).

RECITALS

On or about 11/1/2019, 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 and improvements to Contract Areas 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 five (5) years 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 the Contract Pricing Schedule.

**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

**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. Pre-proposal conference information is noted on the eBidding System.

1.4.1 Proposers are required to attend the pre-proposal conference. Proposer's failure to attend will result in disqualification.

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 Completed and executed Contract Signature Page. If an addendum is issued, the latest Addendum Contract Signature Page is required.

2.2 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.

2.3 The Contractor Standards Pledge of Compliance Form.

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

2.5 Living Wage Ordinance Certification of Compliance.

2.6 Licenses as required in Exhibit B.

2.7 Reserved.

2.8 Additional Information as required in Exhibit B.

2.9 Reserved.

2.10 Reserved.

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

Tab B - Executive Summary and Responses to Specifications.

2.12 A title page.

2.13 A table of contents.

2.14 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.

2.15 Proposer's response to the RFP.

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

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

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

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

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

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

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

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

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

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

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

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

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

B. PRICING

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

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

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

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

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

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

C. EVALUATION OF PROPOSALS

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

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

3. Evaluation Process.

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

3.2 Reserved.

3.3 Reserved.

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

3.5 Inspection. The City reserves the right to inspect the proposer's equipment and facilities to determine if the proposer is capable of fulfilling this Contract. Inspection will include, but not limited to, survey of proposer's physical assets and financial capability. Proposer, by signing the proposal agrees to the City's right of access to physical assets and financial records for the sole purpose of determining proposer's capability to perform the

Contract. Should the City conduct this inspection, the City reserves the right to disqualify a proposer who does not, in the City's judgment, exhibit the sufficient physical and financial resources to perform this Contract.

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

	MAXIMUM EVALUATION POINTS
A. Responsiveness to the RFP.	15
1. Requested information included and thoroughness of response	
2. Understanding of the project and ability to deliver as exhibited in the Executive Summary.	
3. Technical Aspects	
B. Staffing Plan.	40
1. Qualifications of personnel	
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 defined Roles/Responsibilities of personnel	
5. Resumes demonstrate required experience	
6. Documentation proof for Staff who have passed/cleared any security background checks	
C. Firm's Capability to provide the services and expertise and Past Performance as it relates to this Contract.	30
1. Relevant experience of the Proposer and subcontractors	
2. Previous relationship of Proposer and subcontractors on similar projects of comparable size and scope	
3. Landscape experience	
4. Other pertinent experience	
5. Location in the general geographical area of the project and knowledge of the locality of the Project	
6. Past/Prior Performances: relevant experience and quality of performance	
7. Capacity/Capability to meet The City of San Diego needs in a timely manner	
8. Reference checks	
D. Price.	15
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.

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In performing periodic operations required in this Contract, the Contractor shall continue routine grounds maintenance services within all Contract Sites without interruption.

E. QUALITY OF WORK

The 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. The Contract Administrator shall periodically inspect all maintenance operations and approve or reject the work performed and methods or materials used.

F. CONTRACTOR'S RESPONSIBILITIES

1. Company Representative.

A company representative of Contractor, authorized to discuss matters related to this Contract, must be available during normal working hours, Monday through Friday between 6:00a.m. and 6:00 p.m. All calls from the Contract Administrator shall be returned within a one-hour period.

2. Emergency Calls.

The 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 Contract Administrator shall be referred to the Contractor for immediate disposition.

Emergency calls relating to irrigation shall be referred to the Contractor. A 24-hour emergency telephone number shall be provided by the Contractor for this purpose.

3. Reporting of Damages.

Upon finding any 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), the Contractor shall notify the Contract Administrator immediately. Safety problems must be reported by calling the Contract Administrator during the City's normal business hours, Monday through Friday between 7:00a.m. and 4:00p.m. (City's normal business hours). If these problems are encountered outside of the City's normal business hours, Contractor shall call (619) 685-1317 and email the Contract Administrator, and provide the name and address of the Contract Site and a description of the problem.

Other hazards, damages, defects, other problems or irregularities, or maintenance issues must be reported to the Contract Administrator within 24 hours of discovery.

4. Staffing

a. Supervision

The Contractor shall furnish sufficient supervisory and working personnel capable of promptly accomplishing on schedule, and to the satisfaction of the

Contract Administrator, all work required under this Contract during the regular and prescribed hours.

Contractor shall provide a minimum of one qualified working field supervisor (Field Supervisor) who shall be at the Contract Sites at all times work is being performed by the Contractor. The Field Supervisor shall provide the necessary supervision to ensure work is completed as specified under the Contract. The Field Supervisor(s) must have at least three years of experience overseeing, implementing and maintaining landscape enhancement projects and personnel, on a site of comparable acreage and plant material. It is desirable that the Field Supervisor have over three years of qualifying experience and highly desirable for the Field Supervisor to have over five years of qualifying experience. Contractor must submit a resume of the assigned Field Supervisor(s) with the proposal. The Field Supervisor will be interviewed by the Contract Administrator prior to acceptance. Payroll records may be utilized to verify experience. The Field Supervisor(s) must be employed by the successful Contractor at the time this Contract is awarded. Any changes in Field Supervisor(s) must be submitted in writing to the Contract Administrator.

In addition, the Field Supervisor shall inspect all Contract Sites a minimum of once per week. These inspections shall include a written punch list (to be completed by the Field Supervisor) of deficient items and dates of correction. Punch lists are to be given to the Contract Administrator on a weekly basis. Date and time will be determined by the Contract Administrator upon approval.

b. Adequate Personnel

The Contractor shall maintain the sufficient amount of full-time employees for each project/assignment during working hours/days specified, Monday through Friday. Staffing for this Contract requires a total minimum of eight (8) full time employees as described in further detail in Exhibit B, Subsection U.

All of the landscape maintenance workers, also referred to as laborers in this document, must have at least one year of fulltime paid experience in performing all aspects of landscape maintenance. It is desirable that all the landscape maintenance workers/laborers have more than one year of fulltime paid experience, and highly desirable for all the landscape maintenance workers/laborers to have more than four years of fulltime paid experience. Qualifying paid experience must include all the following: 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.

c. Ability to Perform Work

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 experience implementing and maintaining similar projects and personnel, and overseeing all phases of landscape maintenance and personnel for a site of comparable square footage, scope of work and plant materials. This includes, but is not limited to, 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.

Contractor shall provide all the following with the proposal:

- 1) References for work completed by Contractor for a similar scope of work and size with similar dollar value as it compares to this RFP.
- 2) 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.
- 3) Examples and references for work completed as it relates to enhanced Open Space habitat, sports turf, field renovation, large system irrigation and community events.
- 4) References and resumes for the working Field Supervisor(s) and Irrigation Specialist(s) proposed for work on this Contract and currently employed by Contractor. Resumes should include description of working knowledge of sports turf, smart controllers and related software.
- 5) A statement demonstrating the capacity and capability to provide enhanced service to the Gas Tax Median Maintenance Program as it relates to this Exhibit B and the associated frequencies in a timely manner.
- 6) A proposed work schedule that demonstrates the fulfillment of the established frequencies.
- 7) References and resumes of landscape maintenance workers/laborers proposed to work on this Contract and are currently employed by the Contractor. Resumes should include a description of the work experience and type of landscape maintenance performed.

Some priority projects may need to be performed immediately. In the event Contractor is awarded Extraordinary Work (as described in this Exhibit B, **Paragraph X** of this Contract), the Contractor shall provide a separate specific work crew to accomplish projects as may be required.

d. Proper Conduct

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

e. Uniforms

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

f. Removal of Employee

The Contract Administrator may require the Contractor to remove from any of the Contract Sites any employee(s) if the Contract Administrator reasonably determines the employee(s) to be: (a) careless or incompetent, (b) unable to fulfill any of Contractor's material obligations under this Contract, or (c) has engaged in acts or omissions contrary to public health, safety, welfare, or morals.

g. Communication Skills

The Contractor shall ensure that all on-site supervisors and Field Supervisor(s) can communicate in English both verbally and in writing. The on-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.

h. Repairs to Existing Facilities and Irrigation Systems

1) Damage or Alteration Resulting from Contract Performance

- i. The Contractor shall be responsible, at no cost to the City, for the repair or replacement of all portions of existing structures or facilities, including irrigation systems, which are damaged or altered in any way as a result of the performance of this Contract. Contractor shall immediately, in writing, report all damages and alterations to the Contract Administrator. Damages and alternations shall be repaired or replaced in kind, as approved by the Contract Administrator.
- ii. 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. A comprehensive testing and check of all irrigation systems shall be made approximately thirty (30) days prior to the end of the Contract, and any repairs deemed the responsibility of the Contractor shall be made by the Contractor prior to the end of the Contract. If repairs are not made by the Contractor to the satisfaction of the Contract Administrator, deductions shall be made from the final payment in the amount to cover the cost of repairs, as determined by the Contract Administrator. Any difference of cost shall be paid by the Contractor.

2) Other Damage or Alteration

- i. All portions of existing structures or facilities, including irrigation systems, which require repair must be pre-approved by the Contract Administrator. All work will be repaired or replaced in kind, unless otherwise approved by the Contract Administrator. Compensation for labor and materials associated with irrigation systems repair shall be in accordance with the terms identified in Exhibit B, **Paragraph X** of this Contract.

i. Maintenance of Controller Cabinets and Battery Numbers

At no cost to the City, the 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.

j. Operation of Automatic Irrigation Controllers

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

- 1) Not duplicate any coded City key furnished by the City of access and operation of the controller.
- 2) Surrender all keys furnished by the City, promptly at the end of the Contract Term, or at any time deemed necessary by the Contract Administrator to prevent serious loss to the City of San Diego.
- 3) Protect the security of the City's property by keeping controller cabinet and building doors locked at all times.
- 4) Refrain from using premises behind locked doors for storage of materials, supplies, or tools except as approved by the Contract Administrator.

k. Safety Requirements

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 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.

l. Hazardous Conditions

The Contractor shall maintain all Contract Sites and work sites free of hazards to persons and property resulting from Contractor's operations. Contractor shall immediately report to the Contract Administrator any hazardous conditions, within or affecting a Contract Site, noted by the Contractor which are not a result of the 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.

m. Hazardous Wastes Disposal Procedure

In all areas covered by this Contract the 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:

- 1) Cordon off the area where the material has been found, to the extent possible.
- 2) 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
- 3) Inform the appropriate supervisor and the City Contract Administrator as soon as possible.
- 4) Remain at site until the Fire Department arrives.
- 5) Do not move, touch, or sniff any of the material.

n. Use of Chemicals

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

A Monthly Pesticide Use Report shall be submitted monthly with the Contractor's invoices for payment. This report shall include a statement of all applications of herbicides, insecticides, and rodenticides, detailing the chemical used, undiluted quantity, rate of application, area in which used, applicator's name and the date and purpose of the application. For months in which no pesticides are applied, state "No Pesticide Used" on the Monthly Pesticide Use Report.

o. Litter

1) Contractor Generated Trash

The Contractor shall promptly remove all debris generated by Contractor's pruning, trimming, weeding, edging and other work required in the Specifications of this Contract. Immediately after working in areas of public streets and park walks, gutters, driveways, and paved areas, the Contractor shall clean them with suitable equipment. A green waste tonnage report is required at the end of each calendar year.

2) Litter Pick-Up

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

3) Hazardous Litter

Hazardous litter, including but not limited to wire, broken glass, jagged metal, and similar kinds of litter, shall be immediately picked up and removed from the site by the Contractor upon notice or observation thereof.

G. CONTRACT ADMINISTRATION

The Contract Administrator for this Contract is the City Parks and Recreation Department's designee specified on the Notice to Proceed letter issued under this Contract. The Contract Administrator will provide daily oversight of this Contract to ensure compliance to the scope of work and/or performance to Contract Specifications. The Contract Administrator, or designee, is also responsible for oversight of all invoice payments and billing questions for Purchase Orders issued under this Contract.

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

H. FAILURE TO PERFORM SATISFACTORILY

It is agreed and understood that if the Contractor fails to perform the work as specified herein, the City will pay only for the amount of service actually received, as determined by the Contract Administrator, with an appropriate downward adjustment in Contract price. Such adjustments may be in accordance with the Pricing Page or the Schedule of Task Costs provided herein by the Contractor.

The City shall perform inspections of the Contract Sites to ensure that staffing and maintenance is adequate and that all work complies with these Specifications. Discrepancies and deficiencies will be noted on Field Inspection Notices (FIN) and shall be corrected within the time frame specified. If the Contractor fails to take corrective action within the noted time frame on the FIN, the City may withhold payment and/or proceed with termination of this Contract. If City finds, upon inspection, that staffing on a Contract Site does not meet Contract Specifications, Contract Administrator may withhold payment for charges associated with the staffing deficiency. Billing adjustments for unsatisfactory service shall be a permanent retention of the estimated monthly cost for work that is incomplete or deficient as stated herein.

When negligence on the part of the 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 the 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 the Contractor unless cause to the contrary is substantiated to the satisfaction of the Contract Administrator.

I. PAYMENTS WITHHELD

1. The City may withhold payment to such extent as may be necessary to protect the City from loss due to any of the following:
 - a. Work required in the Specifications which is defective, incomplete, or not performed.
 - b. Staffing not provided as required under the Specifications or as proposed by Contractor.

- c. Claims filed against the City for damage caused by the Contractor's acts or omissions, or reasonable evidence indicating probable filing of such claims.
- d. Failure of the Contractor to make payments properly to subcontractors for materials or labor.
- e. A reasonable doubt that this Contract can be completed for the balance then unpaid.

J. INVOICING PROCEDURES

The Contractor shall be paid in accordance with Article III of the City's General Contract Terms and Provisions for work performed satisfactorily. The Contractor shall be paid monthly, in arrears, for work performed satisfactorily. Billing shall be in accordance with the current Purchasing Contract, allowing for City approved adjustments if any. Invoices shall be submitted to the Contract Administrator or designee, at the address specified on the Purchase Order(s).

The Contractor shall submit an invoice to the Contract Administrator by the tenth of the following month in which work was performed. The invoice shall reference the purchase order number, include a description of the work performed in each maintenance category outlined in the Contract, and correspond with the Pricing Agreement provided by Purchasing and Contracting Department.

Any invoices for payment related to Extraordinary Labor and/or Extraordinary Work shall include the location the work was performed and attached written authorization from the Contract Administrator approving Extraordinary Labor and/or Extraordinary Work. Failure to do so will result in payment being withheld for such services. Compensation for materials associated with Extraordinary Labor shall be the wholesale cost of the items involved plus 10 percent for the Contractor's cost of handling.

A Monthly Pesticide Use Report shall also be submitted in accordance with this Exhibit B, Paragraph F, Subsection 4n, **Use of Chemicals**. This report shall accompany the above invoice.

K. WATER CONSERVATION

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. The 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).

RECLAIMED WATER:

Reclaimed water is used to irrigate the landscaped areas in this Contract. The Contractor is required to adhere to all rules and regulations for reclaimed water use in the City.

In accordance with the Regional Water Quality Control Board, the on-site Field Supervisor must have a Recycled Water Site Supervisor Certification. In addition, the City requires the Irrigation Specialist to possess the same certification. Proof of the above certification must be provided to the Contract Administrator at time of award of this Contract.

The County Department of Health conducts quarterly inspections of all faucets and sprinkler heads, and checks for compliance with recycled water regulations.

L. IRRIGATION WATER - COSTS

The City of San Diego shall bear all the costs for water used in the maintenance of sites covered by this Contract with the exception of negligent water waste, which will be charged to the Contractor.

M. METHOD OF PERFORMING WORK

1. Irrigation

Irrigation shall be done by the use of automatic, mechanical sprinkler systems where available and operable; however, failure of the existing irrigation system to provide full and proper coverage shall not relieve the 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, the Contractor shall once a week, thoroughly inspect the operation of the system for any malfunction. The Contractor shall advise the Contract Administrator within 24 hours of those malfunctions.

The 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. The 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 explained in this Exhibit B, **Paragraphs K-M**.

Irrigation shall be accomplished as follows:

- a. Landscaped improved banks and slopes shall be irrigated Monday through Thursday as required to maintain horticulturally acceptable growth and color, and to encourage deep rooting.
- b. Shrub beds shall be irrigated 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. The irrigation rate shall be adjusted 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. Adequate water and fertilizer shall be applied to promote normal, healthy growth. Proper berms or basins shall be maintained during the establishment period.
- d. During the hot summer months (June, July, August and September), sites without irrigation will need water provided by a Water Truck. For example: water is turned off at Morena/Balboa, the trees will need water; main break or construction in La Jolla resulting in no water for medians, a water truck is needed.

The Contractor shall comply, at all times, 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. The Contractor must obtain prior written approval from the Contract Administrator before exceeding any applicable water regulations.

When excessive use or waste of irrigation water results from the Contractor's or any Sub-Contractor's performance under this Contract, the estimated cost of such water shall be deducted from the City's payment. The Contractor shall also pay any monetary fines or other damages assessed to the City for failure to follow water conservation regulations imposed by the State of California, The County Water Authority, or other legal entity arising out of performance of this Contract.

2. Pruning Shrubs and Groundcover Plants

All shrubs and groundcover plants growing in the work areas shall be pruned as required to maintain plants in a healthy, growing condition; to maintain plant growth within reasonable bounds; and to prevent encroachment of passage ways, walks, streets, or view of signs; or encroachment in any manner deemed objectionable by the Contract Administrator. Dead or damaged limbs shall be removed with sharp pruning tools, with no stubs remaining. Any pruning cut which exceeds 2" in diameter shall be sealed with an approved pruning paint when required by the Contract Administrator. Pruning shall be done so as to permit plants to grow naturally in accordance with their normal growth characteristics except where box hedging is required by the Contract Administrator. Shearing, hedging or severe pruning of plants, unless authorized by the Contract Administrator, shall not be permitted. Contractor shall perform any and all corrective pruning methods to all plant materials as directed by the Contract Administrator. 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.

3. Tree Maintenance

The 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 Contract Administrator. Replacement shall be made by the

Contractor in the kind and size of tree determined by the Contract Administrator. 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 Contract Administrator, using the latest International Society of Arboriculture (I.S.A.) guidelines for value determination.

- a. All newly planted trees shall be securely staked with two "lodge pole" type stakes placed on opposite sides of the tree, outside the root ball, and secured to the tree with at least two flexible rubber tree ties.
- b. Tree ties shall be inspected regularly to ensure against girdling and abrasion.
- c. Trees and shrubs that are uprooted and/or broken due to storms, regardless of size, shall be up righted immediately, if possible. If this is not possible, they shall be removed immediately (including roots) and the holes must be filled. The Contractor shall be responsible for paying any and all fees associated with the disposal of tree debris under the terms of this contract.
- d. All sucker growth is to be removed as it appears by Contractor.

4. Fertilization

The Contractor shall inform the Contract Administrator 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. Submission of the fertilizer schedule does not release the Contractor from any of the other obligations described in this Subsection 4 or any other provisions. The fertilization schedule, regardless of its intensity, timing, or the number of sites covered daily or weekly, shall not excuse the Contractor from performing any other work regularly required under this Contract.

Fertilizer shall be delivered to the site only in the original unopened containers bearing the manufacturer's guaranteed analysis. Damaged packages will not be accepted. The Contractor shall furnish the Contract Administrator 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 the City and the Contractor's copy must be signed by the Contract Administrator, on site, before any material may be used.

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

Fertilizers shall be applied 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:
Best Turf Supreme 16-6-8, Poly Supreme 23-5-10, Best Nitra King 21-2-4 with 2% iron, Milorganite (Organic)

- **Contractors shall include in their proposals material costs for the following specified fertilizer products:**

- J.R. Simplot or Best Turf Supreme 16-6-8. One (1) time per year in March (Weekly/Biweekly and Monthly sites only (202 bags)
- Best Nitra King 21-2-4. One (1) time per year in October (Weekly/Biweekly and Monthly sites only (156 bags)
- Best Triple Pro 15-15-15. One (1) time per year in July Weekly/Biweekly sites only (53 bags)

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

As deemed necessary by the Contract Administrator to achieve required results, other materials including, but not limited to, iron chelate, soil sulfur, gypsum, surfactant enzymes such as Sarvon or Naiad, etc., may be needed and shall be applied as necessary at the Contractor's expense.

Adequate irrigation shall immediately follow the application of fertilizers and/or amendments to force fertilizer material to rest directly on the soil surface. Drip irrigated areas shall be adequately hand watered using quick coupler valves and hoses to dissolve fertilizer.

Fertilization must occur in prescribed months, and shall be accomplished in a manner so as to achieve an even green. If fertilization results are patchy, remedial fertilizer must be applied immediately.

5. Weed Control

Weeds shall be removed from all shrub and groundcover beds, planters, tree wells, cracks in paved areas, including sidewalks, and areas covered with ornamental rocks, as shown in Service Frequencies Schedule.

This means complete removal of all weed growth. For the purpose of this specification, a weed will be considered "any undesirable or misplaced plant". Weeds shall be controlled by manual, mechanical, or chemical methods.

The Contract Administrator may restrict the use of chemical weed control in certain areas.

Center Island maintenance shall include the removal of weed growing in all paved or unpaved surfaces of the Center Island.

6. Disease and Pest Control

The Contractor shall regularly inspect all landscaped areas for presence of disease, insect, or rodent infestation. The Contractor shall advise the Contract Administrator

within four 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 approval of the Contract Administrator, the Contractor shall implement the approved control measures, exercising extreme caution in the application of all sprays, dusts, or other materials utilized. Approved control measures shall be continued until the disease, insect or rodent is controlled to the satisfaction of the Contract Administrator. The Contractor shall utilize all safeguards necessary during disease, insect, or rodent control operations to ensure safety of the public and the employees of the Contractor, in accordance with current standard practices accepted by the State of 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.

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 State Department of Food and Agriculture and submit to the Contract Administrator within 30 days of expiration a copy of the valid certificate.

7. Replacement of Plant Material

The Contractor shall notify the Contract Administrator within four days of the loss of plant material due to any cause.

- a. The 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 Contract Administrator.
- b. In order to ensure maximum healthy growth and overall aesthetic appearance of planting in the work area, it may be desirable to replace certain plants. The necessity or desirability of such plant replacement shall be determined by the Contract Administrator. If for any reason, such plant replacements are deemed necessary, the City will pay for labor at the Contractor's extraordinary labor rate in accordance with rates quoted for Extraordinary Labor. For plantings, plant material shall be reimbursed to the Contractor at the wholesale cost of the plants required plus 10 percent for the Contractor's cost of handling.

8. 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.

a. Irrigation

All areas planted with groundcovers shall be adequately irrigated and fertilized to maintain the planting in a healthy condition. Frequent, light irrigations shall be avoided.

b. Edging

Groundcover beds shall be maintained within their intended bounds and shall not be permitted to encroach into lawns, shrub beds, sidewalks, or adjacent areas, or to encroach in any manner deemed undesirable by the Contract Administrator. Edging is to be completed as specified in the Service Frequencies and 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. Chemical edging is unacceptable.

c. Pruning

All groundcover plantings shall be thinned and pruned as necessary to maintain them within their intended bounds, and at such other times as directed by the Contract Administrator for the health of the planting and the appearance of the site.

d. Replanting

Replanting will be required to maintain the continuity of the groundcover area, and replacements shall be as approved by the Contract Administrator, according to this Exhibit B, Paragraph M, Subsection 7, **Replacement of Plant Material**.

e. Cultivation

The open soil between plants shall be cultivated where the planting permits.

9. Facility Maintenance

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

All sidewalks and other paved surfaces shall be maintained in a safe, non-hazardous, and useable condition at all times. The Contractor shall remove fecal matter, stones, glass, paper, leaves, twigs, and all other debris from paved areas. Any damage or repairs required shall be reported within 24 hours to the Contract Administrator. See Service Frequencies Schedule.

b. Repair of Damage or Malfunction

Damage to or malfunction of any facility not specifically provided for shall be reported within 24 hours to the Contract Administrator.

10. Inspection

The Contractor shall provide comprehensive ongoing inspection of the Contract Sites. This inspection shall be performed by the Field Supervisor who shall provide the Contract Administrator with a written punch list each week of items requiring remedial action or attention together with dates when the required work will be performed. Failure to provide such a punch list will indicate that no remedial action is required and that all work has been performed in accordance with the Contract Specifications.

The City shall provide continuing inspection of the work area to ensure that maintenance is adequate and that all work complies with these Specifications. Discrepancies and deficiencies will be noted on FIN and shall be corrected within the time frame specified. If the Contractor fails to take corrective action within the noted time frame on the FIN, the City may withhold payment and/or proceed with termination of the contract.

11. Site Inspection and Turnover

- a. Approximately 30 days prior to the end of the Contract Term, the Contract Administrator 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. The 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 Contract Administrator, the City will correct the deficiencies that remain. All costs incurred by the City to correct deficiencies will be deducted from the current Contractor's final payment. The City shall be the sole judge as to what constitutes a reasonable cost for work authorized.
- b. Approximately ten days after commencing work, the Contractor shall tour Contract Sites with the Contract Administrator. The Contract Administrator may authorize a mutually agreed upon one-time payment to the Contractor for correcting any identified and agreed upon deficiencies. If payment and work are authorized, the Contractor shall bring the Contract Sites into compliance with these Contract Specifications and thereafter maintain them at that level.

12. Traffic Control Plans

On those occasions when the requested work requires a street, sidewalk, alley, or bikeway to be blocked, wholly or partially, the 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.

N. CONTRACT SITES

The sites to be maintained under the terms of this Contract, collectively referred to as the "Contract Sites," include Medians, Rights-of-Way, Slopes, Streets, Brow Ditches, Gutters and Curbs, and other specified areas throughout the Gas Tax Median Maintenance Program, as specified in the subsequent pages. The Contract Sites are divided into categories as described below:

1. **CATEGORY I:** Street Medians Landscaped with Trees, Shrubs, and Groundcover (Weekly Sites)
2. **CATEGORY IA:** Street Medians Landscaped with Trees, Shrubs, and Groundcover (Bi Weekly Sites)
3. **CATEGORY IB:** Street Medians Landscaped with Trees, Shrubs, and Groundcover (Monthly Sites)
4. **CATEGORY IC:** Non-Irrigated Street Medians Landscaped with Trees, Shrubs, and Groundcover (Quarterly Sites)
5. **CATEGORY II:** Stamped Concrete/Hardscape Medians (Weekly Sites)
6. **CATEGORY II A:** Stamped Concrete/Hardscape Medians (Bi Weekly Sites)
7. **CATEGORY II B:** Stamped Concrete/Hardscape Medians (Monthly Sites)
8. **CATEGORY II C:** Stamped Concrete/Hardscape Medians (Quarterly Sites)
9. **CATEGORY III:** Gutters (Weekly Sites)
10. **CATEGORY IIIA:** Gutters (Bi Weekly Sites)
11. **CATEGORY IIIB:** Gutters (Monthly Sites)
12. **CATEGORY IIIC:** Gutters (Quarterly Sites)

The Contract Sites are as follows:

WEEKLY SITES

Category I: Street Medians Landscaped with Trees, Shrubs and Ground Cover

Category II: Stamped Concrete/Hardscape Medians

Category III: Gutters

Balboa Avenue - 1-5 to I 805

Waring Road - Camino Rico to I-8, including triangle to Zion

Mission Gorge Road - at Zion to Greenbrier

BI WEEKLY SITES

Category IA: Street Medians Landscaped with Trees, Shrubs, and Groundcover

Category IIA: Stamped Concrete/Hardscape Medians

Category IIIA: Gutters

La Jolla Parkway - north west triangle at La Jolla Shores Dr., medians at School Access Rd, Hidden Valley, Ardath Road and Torrey Pines Road. Does not include Fire Station.

Imperial/Marketplace - Center medians in front of Home Depot

Navajo Road - SR -125 to Waring

Montezuma Road - Fairmount to Campanile

Palm Avenue - Saturn West to 14th/Imperial Beach border

Adobe Falls Road - East of Waring Road, east and west sides of street including bowl area.

Jackson Drive - Navajo to Lake Murray

MONTHLY SITES

CATEGORY IB: Street Medians Landscaped with Trees, Shrubs, and Groundcover

CATEGORY II B: Stamped Concrete/Hardscape Medians

CATEGORY IIIB: Gutters

La Jolla Boulevard

Turquoise St. to Loring St, includes triangle median at Turquoise St.

North Harbor Dr. – ROW west side Lanning Rd. to Nimitz Blvd. and ROW west side bridge south of Lanning Rd.

North Torrey Pines Road – North Torrey Pines Rd. to Torrey Pines Scenic Dr.

Torrey Pines Road – Two center medians at Pottery Park Driveway

Sorrento Valley Road – 11339 Sorrento Valley Rd. to Carmel Mt. Rd.

La Jolla Village Drive – Genesee Ave. to Towne Center Dr.

Nobel Drive – Genesee Ave. to Towne Center Dr.

Lombard Place – North of Nobel at the shopping center

Regents Road – Lahitte Ct. to Governor Dr, curb to drainage ditch

Balboa Avenue/Pacific Beach – Morrell St. to Soledad Mt. Rd.

Grand Avenue – Mission Blvd. to Figueroa

Mission Boulevard – Two center medians West Mission Bay Dr. to San Fernando Pl.

Catalina Boulevard – Talbot St. to Rosecroft Ln. (west side only)

12th Avenue/Park Boulevard – Ash St. to C St.

Sunset Cliffs – West Point Loma Blvd. to Nimitz

Foothill Boulevard – Corner at Fanuel St.

I-15 Corridor – All side medians (on east side), Terrace/Central and (on west side), 40th St. from Adams to Landis

I-15 Corridor Overpasses – Adams, Monroe, Meade, University, Wightman, North Side Orange and Landis walkways from Terrace/Central over the I-15 (University and El Cajon Boulevard) are NOT included.

Adams Park and Ride – North and South ROW at Adams and Terrace Dr.

Ridgeway Circle – Cul-de-sac east of Marlborough

Mission View – Canterbury Dr. at Palisades Rd.

Market Street – I-15 west to 33rd St.

Imperial Avenue – Center Medians 47th to 49th and 61st to Flicker St.

South Euclid – side median, east side Imperial to Trinidad Way

North Euclid at 54th Street – Center and side medians Marilou Rd. to Elm St.

36th Street Bridge – East side ROW between Imperial Ave. North to Market St. and west side ROW from Imperial Ave. to K St., including Tompkins St.; Island Ave. to Market St.

Mira Mesa Park and Ride

I-15 at Mira Mesa Boulevard east of Best Buy

Morena/Balboa Interchange – 4 sides of interchange and Balboa Ave. under bridge

Morena Crossroads – Morena Blvd. at Linda Vista Rd. and medians north at Morena/West Morena and Cushman Pl.

Genesee Avenue – Derrick to Mt. Herbert

Clairemont Mesa Boulevard – Genesee to I-15 and side medians Onondaga to Kleefield

Camino de la Reina – Mission Center Rd. to Camino de la Siesta

Fairmount Avenue – South of I-8 to Camino Del Rio South

Mission Center Road at Friars – 4 sides of interchange

Mt. Abernathy – Balboa Arms Dr. to Chateau Dr.

Lake Murray Boulevard Center and side medians Dallas to Navajo, to San Carlos & Beaver Lake Drive

MONTHLY SITES (continued)

San Carlos Drive – Lake Murray to Bisby Lave Ave.
Parkridge Boulevard – Navajo to Wandermere Dr.
Del Cerro Boulevard – Trinity to Madra
College Avenue – I-8 to Rockhurst
Mission Gorge Road – Princess View to Golfcrest
Lake Ashmere – East Lake Dr., west of SR -125
University Avenue – Shiloh to College
College Avenue – 94 to University
College Avenue – Rockhurst to Camino Rico
San Ysidro – Center medians 650 San Ysidro Blvd. east to Beyer Rd. North and south sides of San Ysidro Blvd. from I-805 to Border Village Rd.
Del Sol Boulevard – Center median Del Sur Blvd. east to Picador Blvd.
Palm Avenue – Center medians Picador/Beyer west to Lanao
Siempre Viva – West of Britannia, in front of RCP Block and Brick

QUARTERLY SITES

CATEGORY IC: Non-Irrigated Street Medians Landscaped with Trees, Shrubs, and Groundcover

CATEGORY II C: Stamped Concrete/Hardscape Medians

CATEGORY IIIC: Gutters

Soledad Mountain Road – Beryl St. to Soledad Rancho
Governor Drive – North Right of Way Edmonton to Panel
Torrey Pines Road – Caminito Del Cid to Dunaway Dr.
Chatsworth Avenue – 1515 Chatsworth Ave. to Garrison St.
Pacific Beach Drive – Kendall St. to Jewell St.
Menlo Avenue – Thorn St. to Quince St.
Euclid/Imperial – Southwest corner with tree wells
Euclid at Groveland – ROW at Groveland
Fairmount Avenue – East and west side Home Avenue to Ridgeview
Sorrento Valley Boulevard – North and South ROW 4245 Sorrento Valley Blvd. to Sea Mist Dr.
Frankfort Street – Morena Blvd north to Tonopah St. and Lister north to Jellett St.
Linda Vista Road – Baltic to Markham
Morena Boulevard – East side slope from Balboa Ave. to Avati Dr.
Governor Drive – Landscaped medians, Agee St. to west of Stresemann St.
Mission Village Road – East and west ROW 10' from curb Ronda Ave. to Friars Rd.
Streamview Drive – Lynn St. to Gayle St.
54th Street – Slope west side ROW, south of bus stop to Lea St. access at Wightman (top of slope)
54th Street – Center and side medians Euclid Ave. to Streamview Dr.
Orange Avenue – 54th St. at 54th Pl.
Navajo Road at Waring – Corner ROW Waring to Margerum Ave.
Navajo Road ROW – Boulder Lake and Cowles Mt. Rd.
Princess View Drive – tree planter boxes south Mission Gorge Rd.

Rockhurst Drive – Madra to College
 Elmhurst Avenue – Madra to Calvin Way
 Del Cerro East – Madra to 6710 Del Cerro
 University Avenue ROW – 50 cement tree planters at north side from 58th to 60th and sloped area curb to access road

O. SERVICE FREQUENCIES

Category I: Street Medians Landscaped with Trees, Shrubs, and Groundcover (Weekly)

Supervisory Inspection	The Field Supervisor shall inspect <u>all</u> areas under the contract weekly and submit a written punch list of deficiencies. All major problems shall be reported to the Contract Administrator within 24 hours.
Irrigation Inspection	Weekly, all systems (including drip) are to be thoroughly inspected to ensure complete electronic operation and proper distribution of water. An irrigation checklist shall be completed as each system is inspected. The checklists will be provided and must be submitted weekly to the Contract Administrator.
Maintenance & Repair of Irrigation Systems	As needed, to ensure proper operation of irrigation systems.
Litter Removal	Once a week, to keep areas litter free.
Weed Removal	Once a week to maintain areas in a weed free condition.
Pruning/Edging Shrubs & Groundcover	Once every other week, to shape, train, and prevent encroachment into public thoroughfare/sidewalk or into other plant material, and to ensure clear visibility of all street signs and traffic signals. Edge along curbs, sidewalks, around sprinkler heads, and all fixtures. All sucker growth is to be removed as it appears. All edging must be perpendicular to the hard surface and not removed from it. Chemical edging is unacceptable.
Fertilization - Complete	Three times a year, in March, July and October, to promote healthy plant growth.

Pest Control	Prompt remedial action as necessary to maintain plant material in optimum condition.
Fungicide or other Special Treatment	Prompt remedial action as necessary to maintain plant material in optimum condition.
Plant Replacement	As deemed necessary by Contract Administrator to replace plant material damaged or killed due to Contractors negligence.

Category I A: Street Medians Landscaped with Trees, Shrubs, and Groundcover (Bi-weekly)

Supervisory Inspection	The Field Supervisor shall inspect all areas under the contract once every other week and submit a written punch list of deficiencies. All major problems shall be reported to the Contract Administrator within 24 hours.
Irrigation Inspection	Once, every other week, all systems (including drip) are to be thoroughly inspected to ensure complete electronic operation and proper distribution of water. An irrigation checklist shall be completed as each system is inspected. The checklists will be provided and must be submitted every other week to the Contract Administrator.
Maintenance & Repair of Irrigation Systems	As needed, to ensure proper operation of irrigation systems.
Litter Removal	Once every other week, to keep areas litter free.
Weed Removal	Once every other week, to maintain areas in a weed free condition.
Pruning/Edging Shrubs & Groundcover	Once every other week, to shape, train, and prevent encroachment into public thoroughfare/sidewalk or into other plant material, and to ensure clear visibility of all street signs and traffic signals. Edge along curbs, sidewalks, around sprinkler heads, and all fixtures. All sucker growth is to be removed as it appears. All edging must be perpendicular to the hard surface and not removed from it. Chemical edging is unacceptable.

Fertilization - Complete	Three times a year, in March, July and October, to promote healthy plant growth.
Pest Control	Prompt remedial action as necessary to maintain plant material in optimum condition.
Fungicide or other Special Treatment	Prompt remedial action as necessary to maintain plant material in optimum condition.
Plant Replacement	As deemed necessary by Contract Administrator to replace plant material damaged or killed due to Contractors negligence.

**Category I B: Street Medians Landscaped with Trees, Shrubs, and Groundcover
(Monthly)**

Supervisory Inspection	The Field Supervisor shall inspect <u>all</u> areas under the contract a minimum of <u>once a month</u> and submit a written punch list of deficiencies. All major problems shall be reported to the Contract Administrator within 24 hours.
Irrigation Inspection	Once a month all systems (including drip) are to be thoroughly inspected to ensure complete electronic operation and proper distribution of water. An irrigation checklist shall be completed as each system is inspected. The checklists will be provided and must be submitted to the Contract Administrator.
Maintenance & Repair of Irrigation Systems	As needed, to ensure proper operation of irrigation systems.
Litter Removal	Once a month, to keep areas litter free.
Weed Removal	Once every month, to maintain areas in a weed free condition.

Pruning/Edging Shrubs & Groundcover	Once a month, to shape, train, and prevent encroachment into public thoroughfare/sidewalk or into other plant material, and to ensure clear visibility of all street signs and traffic signals. Edge along curbs, sidewalks, around sprinkler heads, and all fixtures. All sucker growth is to be removed as it appears. All edging must be perpendicular to the hard surface and not removed from it. Chemical edging is unacceptable.
Fertilization - Complete	Two times a year in March and October to promote healthy plant growth.
Pest Control	Prompt remedial action as necessary to maintain plant material in optimum condition.
Fungicide or other Special Treatment	Prompt remedial action as necessary to maintain plant material in optimum condition.
Plant Replacement	As deemed necessary by Contract Administrator to replace plant material damaged or killed due to Contractors negligence.

Category IC: Non Irrigated Street Medians Landscaped with Trees, Shrubs, and Groundcover (Quarterly)

Supervisory Inspection	The Field Supervisor shall inspect <u>all</u> areas under the contract once every three months and submit a written punch list of deficiencies. All major problems shall be reported to the Contract Administrator within 24 hours.
Litter Removal	Four times a year (March, May, July and September) to maintain areas in a litter/debris free condition. All litter removal must be completed by last working day of the months listed above.
Weed Removal	Four times a year (March, May, July and September) to maintain areas in a weed free condition.

Pruning/Edging Shrubs & Groundcover	Four times a year (March, May, July and September) to shape, train, and prevent encroachment into public thoroughfare/sidewalk or into other plant material, and to ensure clear visibility of all street signs and traffic signals. Edge along curbs, sidewalks, around sprinkler heads, and all fixtures. All sucker growth is to be removed as it appears. All edging must be perpendicular to the hard surface and not removed from it. Chemical edging is unacceptable.
Pest Control	Prompt remedial action as necessary to maintain plant material in optimum condition.
Fungicide or other Special Treatment	Prompt remedial action as necessary to maintain plant material in optimum condition.
Plant Replacement	As deemed necessary by Contract Administrator to replace plant material damaged or killed due to Contractors negligence.

Category II: Stamped Concrete/Hardscape Medians (Weekly)

Supervisory Inspection	The Field Supervisor shall inspect <u>all</u> areas under the contract weekly and submit a written punch list of deficiencies. All major problems shall be reported to the Contract Administrator within 24 hours..
Litter Removal	Once a week, to keep areas litter free.
Weed Removal	Weekly, to maintain areas in a weed free condition.
Sweeping – Stamped Concrete	Weekly to keep 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 from the site by the Contractor

Category II A: Stamped Concrete/Hardscape Medians (Bi-weekly)

Supervisory Inspection	The Field Supervisor shall inspect <u>all</u> areas under the contract once every two weeks and submit a written punch list of deficiencies. All major problems shall be reported to the Contract Administrator within 24 hours.
Litter Removal	Once every two weeks, to keep areas litter free.
Weed Removal	Once every two weeks, to maintain areas in a weed free condition.
Sweeping – Stamped Concrete	Once every two weeks, to keep areas free of dirt, leaves and other debris. <u>Blowers may be used in a responsible manner.</u> Dirt, dust and debris shall be controlled, blown into a pile and removed from the site by the Contractor

Category II B: Stamped Concrete/Hardscape Medians (Monthly)

Supervisory Inspection	The Field Supervisor shall inspect <u>all</u> areas under the contract a minimum of once per month and submit a written punch list of deficiencies. All major problems shall be reported to the Contract Administrator within 24 hours.
Litter Removal	Once a month, to keep areas litter free.
Weed Removal	Once a month, to maintain areas in a weed free condition.
Sweeping – Stamped Concrete	Once a month, to keep areas free of dirt, leaves and other debris. <u>Blowers may be used in a responsible manner.</u> Dirt, dust and debris shall be controlled, blown into a pile and removed from the site by the Contractor.

Category II C: Stamped Concrete/Hardscape Medians (Quarterly)

Supervisory Inspection	The Field Supervisor shall inspect <u>all</u> areas under the contract a minimum of <u>once a quarter</u> and submit a written punch list of deficiencies. All major problems shall be reported to the Contract Administrator within 24 hours.
Litter Removal	Bi-weekly, to keep all areas litter free.
Weed Removal	Once a quarter, to maintain areas in a weed free condition.
Sweeping – Stamped Concrete	Once a quarter, to keep 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 from the site by the Contractor

Category III: Gutters (Weekly)

Supervisory Inspection	The Field Supervisor shall inspect <u>all</u> areas under the contract a minimum of <u>once a week</u> and submit a written punch list of deficiencies. All major problems shall be reported to the Contract Administrator within 24 hours.
Litter Removal	Once a week, to keep areas litter free.
Weed Removal	Once a week, to maintain areas in a weed free condition.
Sweeping – Gutters	Once a week, to keep 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 from the site by the Contractor.

Category III A: Gutters (Bi-weekly)

Supervisory Inspection	The Field Supervisor shall inspect <u>all</u> areas under the contract a minimum of <u>once every other week</u> and submit a written punch list of deficiencies. All major problems shall be reported to the Contract Administrator within 24 hours.
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Litter Removal	Once every other week, to keep areas litter free.
Weed Removal	Once every other week, to maintain areas in a weed free condition.
Sweeping - Gutters	Once every other week, to keep areas free of dirt, leaves and other debris. <u>Blowers may be used in a responsible manner.</u> Dirt, dust and debris shall be controlled, blown into a pile and removed from the site by the Contractor.

Category III B: Gutters (Monthly)

Supervisory Inspection	The Field Supervisor shall inspect <u>all</u> areas under the contract a minimum of once a month and submit a written punch list of deficiencies. All major problems shall be reported to the Contract Administrator within 24 hours.
Litter Removal	Once a month, to keep areas litter free.
Weed Removal	Once a month, to maintain areas in a weed free condition.
Sweeping - Gutters	Once a month, to keep areas free of dirt, leaves and other debris. <u>Blowers may be used in a responsible manner.</u> Dirt, dust and debris shall be controlled, blown into a pile and removed from the site by the Contractor.

Category III C: Gutters (Quarterly)

Supervisory Inspection	The Field Supervisor shall inspect <u>all</u> areas under the contract a minimum of once a quarter and submit a written punch list of deficiencies. All major problems shall be reported to the Contract Administrator within 24 hours.
Litter Removal	Once a quarter, to keep areas litter free.
Weed Removal	Once a quarter, to maintain areas in a weed free condition.

Sweeping - Gutters	Once a quarter, to keep 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 from the site by the Contractor.
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P. ESTIMATED HOURS

City staff estimates over 16,640 annual hours are required to fulfill all routine task frequencies required by this contract. The hours and material costs listed in this **Paragraph o and Paragraph Q**, below, are estimates required to accomplish tasks in a satisfactory manner. Contractor shall recognize that all hours listed on Schedules of Task Costs are based on historical data and observation by City staff.

Q. MATERIALS

Contractor must be able to verify any and all material costs and quantities listed in its proposal. Upon request, Contractor shall provide information for material(s) identifying and verifying various vendors, (company name, address, phone number and contact person), along with cost quotes for each individual material submitted for consideration.

City staff estimates over \$12,000 in annual material costs, (inclusive of approximately \$9,042 in fertilizer costs), will be required by the Contractor to fulfill all routine task frequencies under in contract, in accordance with market pricing at time of award of contract. City's estimate is based on current market pricing. It is recommended that Contractor include any/all material costs including irrigation, weed control, litter control, fertilization, dumping, etc., on the Schedule of Task Costs pages.

The Contract Administrator shall evaluate all material costs associated with tasks specified under this Contract and may reject any proposal that under or over estimates the material costs associated with task requirements. It is recommended that Contractor consider all factors including project square footage, task frequencies, and specifications impacting material costs.

R. FERTILIZATION

Fertilizer shall be hand watered in using quick coupler valves and hoses on those areas with drip irrigation systems. The Contract Administrator shall specify which complete and organic fertilizers shall be applied. Specific fertilizer type/brand and application rates are specified in proposal Specifications herein.

In accordance with Specifications including square footage specified, Contractors are required to provide the following materials. Fertilizer bag quantities listed are 50 pound bags/each:

- Qty. 53 bags – Best Triple Pro 15-15-15 (weekly/bi weekly sites only) July

- Qty. 156 bags – J.R. Simplot or Best Nitra King 21-2-4 with 2% iron. (Weekly/bi weekly and monthly sites only) October
- Qty. 202 bags – J.R. Simplot or Best Super Turf 16-6-8. (Weekly/bi weekly and monthly sites only) March

S. 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 passage ways, walks, streets, or view signs or encroachment in any manner deemed objectionable by the Contract Administrator. Contractor is required to mechanically or chemically 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 District 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 so as to maintain their natural appearance. Any mechanical hedging must be approved by the Contract Administrator.

Contract Administrator shall provide direction for performing maintenance of any/all pruning throughout the Gas Tax Median Maintenance Program at any time at no additional cost to the City.

T. PEST CONTROL

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:

1. Scale on lantana and pine trees
2. Snails throughout areas in the District
3. Gophers and ground squirrels throughout areas 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.
4. Rats have been found nesting in plant material.
5. Bees nesting in valve boxes.
6. Ants nesting in valve boxes and irrigation controllers.
7. Snakes.

U. STAFFING REQUIREMENTS

In addition to the requirements described above in Paragraph F, subsection 4, **Staffing** of this Contract requires the following:

1. Staffing

- a. At least forty-six percent (46%) of an annual position (.46 + FTE) for the Irrigation Specialist.
- b. A minimum of over 7 annual positions (7.54 + FTE) for crew employees which include a full time working Field Supervisor.

2. Supervision

At least one working Field Supervisor/Irrigation Specialist shall be on duty eight hours per day, Monday through Friday. Work hours shall be between 6:00 a.m. to 6:00 p.m. with a half hour lunch break.

The Irrigation Specialist(s) must arrive on site no later than 7:00 a.m. and shall be employed by the successful Contractor at the time this Contract is awarded.

Additionally, Field Supervisors and Irrigation Specialists are subject to the following requirements:

a. Field Supervisor(s)

Contractor shall have on the job site at all times, competent Supervisors (may be working Field Supervisors) capable of discussing all matters pertaining to this Contract with the Contract Administrator. The working Field Supervisor must have all of the following: A minimum of three years of experience overseeing all phases of landscape maintenance and personnel for a site of comparable square footage, scope of work and plant materials; 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, ability to communicate effectively (orally and in writing) with the Contract Administrator and with public citizens. It is desirable that the Field Supervisor have over three (3) years of qualifying experience and highly desirable for the field supervisor to have over five (5) years qualifying experience.

The onsite working Field Supervisor shall have a cell phone in their possession for communication with the Contract Administrator. A minimum of one qualified working Field Supervisor shall be on the job at all times work is being performed to provide the necessary supervision to ensure work is completed as specified by this Contract.

A resume of the assigned working Field Supervisor must be submitted with proposal. Failure to do so may result in considering your proposal submittal as non-responsive.

The working Field Supervisor(s) shall be interviewed by the Contract Administrator and acceptance is subject to the Contract Administrator's approval. Payroll records may be utilized to verify experience. The working Field Supervisor must be employed by the successful Contractor at the time this Contract is awarded. Any changes in working Field Supervisor personnel must be submitted in writing to the Contract Administrator and is subject to approval based on compliance to the aforementioned requirements.

b. Irrigation Specialist(s)

Irrigation Specialist(s) must have all of the following: at least 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; verifiable (resume) experience and will be interviewed for acceptance by the Contract Administrator; ability to communicate effectively (orally and in writing) with the Contract Administrator and with public citizens; knowledge and experience in programming controllers and irrigating plant material in addition to knowledge and experience in troubleshooting and repairing all irrigation components utilized in the district; and, must have completed approved training and has all certifications to work with reclaimed/recycled water. It is desirable that the Irrigation Specialist have over three (3) years of qualifying experience and highly desirable that the Irrigation Specialist have over five (5) years of qualifying experience.

c. Adequate Personnel

The Contractor must have knowledge and personnel with experience having performed on projects of similar size and plant pallets. The plant material(s) on this site require uncommon maintenance practices.

All of the landscape maintenance workers/laborers that make up the crew shall have at least one year of fulltime paid experience in performing all aspects of landscape maintenance. It is desirable that all of the landscape maintenance workers/laborers have more than one (1) year of fulltime paid experience and highly desirable for all of the landscape maintenance workers/laborers to have more than four (4) years of fulltime paid experience.

Adequate personnel must be assigned full time to this Contract Monday through Friday excluding holidays, as well as including an on-site working Field Supervisor, Irrigation Specialist, and a crew to perform all other work.

The Monday through Friday full-time crew shall not be taken away from their routine Work Schedule to complete Extraordinary Labor assignments for miscellaneous projects. Exceptions include illegal dump pick-up, planting replacement plants (Contractor neglect) or specific litter situations beyond the routine litter or maintenance requirements of this contract. If Contractor has questions, Contractor shall contact the Contract Administrator.

The Contractor shall maintain a minimum of eight (8) full-time employees on site during the normal working hours/days specified in this contract (Monday through Friday). The Contract Administrator will evaluate each Contractor's time submitted with respect to each individual proposal task and overall throughout each category. The Contractor shall ensure that these time elements meet the Contract Administrator requirements for full-time labor.

A minimum of one (1) Field Supervisor and one (1) laborer must be able to communicate in English, orally and in writing. These staff members must be part of the Monday through Friday full-time staff.

Upon award of this Contract, Contractor shall submit, to the Contract Administrator, a complete list to include the full names of employees assigned to the job site. Contractor shall replace any and all missing crew members with other fully competent employees for the same work day. There will be no exceptions, unless approved by the Contract Administrator.

V. EQUIPMENT

The following equipment is required, (list on the "Contractor's Statement of Available Equipment" form):

Numerous Power and Manual Tools including: Edger's, Blowers, Weed Whips, Backpack Sprayers, Small Fertilizer Spreaders, Pruning Tools and all other hand tools necessary to accomplish the maintenance requirements.

W. BLOWERS

Unless specifically stated otherwise, blowers may be used at Contractor's discretion. The 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.

X. EXTRAORDINARY LABOR

The use of Extraordinary Labor for miscellaneous projects is estimated at approximately 1500 hours annually. Contractor will utilize Extraordinary Labor for additional miscellaneous projects (Extraordinary Work) in the Gas Tax Median Maintenance Program. The Contractor must have the staffing, expertise, and knowledge to perform projects in a timely manner with a quality end product. Some priority projects may need to be done immediately. All Extraordinary Labor must be approved in writing by the Contract Administrator prior to conducting the Extraordinary Work.

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

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. Contractor shall include RCA's current hourly rate on the Contractor's Statement of Sub-Contractors form.
- Bee nest removals (if not on Contractor's staff, he/she must be included in the Contractor's Statement of Sub-Contractors form.
- Locate and repair damaged irrigation services or electrical services for broken lines, cut wires to controllers and valves, etc.
- Clean-up of illegal dumps.
- Spread wood chips/mulch.
- Pour concrete pads, (if concrete Contractor is not on Contractor's staff, he/she must be included in the Contractor's Statement of Sub-Contractors form.
- Replace irrigation controllers and irrigation cabinets. |

Extraordinary Labor shall be used for the following types of Extraordinary Work:

1. Extraordinary Labor Hours for Plantings

The following quantities and number of hours are to be utilized for Extraordinary Labor planting needs. Estimated quantities and hours listed are based on historical knowledge, practices and observation of operations in the Gas Tax Median Maintenance Program and will be utilized when planting needs arise. Contractor shall agree to perform any and all planting needs at the quantities and hours noted below during the term of this contract. Contract Term. Any/all changes must be approved in advance and in writing by the Contract Administrator.

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.

Groundcover – Flat	4 flats/hr.
Shrub – 1 Gallon	10 plants/hr
Shrub – 5 Gallon	4-5 plants/hr
Shrub/Tree – 15 Gallon	2-3 plants/hr
Tree/Shrub – 24" Box	4 hours/ea
Tree /Shrub – 36" Box	12 hours/ea
Tree/Shrub – 48" Box	24 ours/ea

2. Extraordinary Labor Hours for Irrigation Systems

Certain portions of the irrigation systems within the Contract Sites may be equipped with new Smart Controllers as existing systems require replacement, or as otherwise determined by the Contract Administrator 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 the City to Contractor. Compensation for labor shall be the estimated repair times specified below using the labor rate specified on the proposal form.

Except as described above in this **Paragraph X(2)**, compensation for irrigation systems materials shall be at the cost of the items involved plus 10 percent markup fee for the Contractor's cost of handling. Compensation for Extraordinary Labor shall be for the estimated repair times specified below using the labor rate specified on the proposal form. All repairs must be pre-approved by the Contract Administrator.

Repair or replacement includes, but is not limited to: 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 existing system. Any compensation for irrigation parts and/or labor not in conformance with the existing system. Any deviation must be approved in writing by the Contract Administrator.

<u>Repairs to Sprinkler Irrigation Systems and Water Lines</u>	<u>Estimated Repair Time</u>
Broken lateral sprinkler line (surface)	0.5 hour
Broken lateral sprinkler line (subsurface)	1.0 hour
Damaged auto-sprinkler valve	1.5 hours
Damaged gate valve, manual control, or quick coupler valve	0.5 hour
Replace sprinkler head and/or riser (if digging required) and subsurface sprinkler Does not include screw on shrub heads	0.25 hour
Replace solenoid or bleed plug	0.25 hour

3. Extraordinary Labor for Graffiti

Graffiti shall be addressed by the Contractor within 48 hours of receiving notice of such graffiti or discovery, whichever occurs first. The Contractor shall notify the Contract Administrator and receive approval prior to the purchase of materials. Repairs necessary to correct damage due to graffiti will be performed by the City or by Contractor as Extraordinary Labor, subject to Contract Administrator approval.

Compensation for job-specific materials required to remove graffiti shall be at the cost of the job-specific items plus 10 percent markup fee for the Contractor's cost of handling. Compensation for graffiti removal shall be at the Extraordinary Labor Rate. All repairs must be pre-approved by the Contract Administrator.

Y. SUBCONTRACTORS

During the Contract Term, functions/tasks may arise which require the need for professional services associated with the maintenance of the Gas Tax Median Maintenance Program. These functions/tasks may require license(s), certification(s), permit(s), etc. The Contractor shall list any/all subcontractor on the Contractor's Statement of subcontractor form. Requests must be submitted in advance for changes or additions to the subcontractor's list and must be approved and incorporated into the Contract by the Purchasing and Contracting Department. Copies may be required upon request. Subcontractor include but are not limited to the following:

- Pest Control Advisor
- A Registered Consulting Arborist (RCA) for various tree needs. RCA Must be able to utilize as an expert in a court of law
- Concrete, masonry and asphalt work required as needed.
- Certified Pest Control Operator for the removal/elimination of bee colonies/hives, vertebrates and other pests.

Z. SCHEDULE OF TASK COSTS AND PRICING PAGES

Schedule of Task Costs and Instructions

The Contractor shall submit a one-time total cost for labor and materials for each of the tasks to be performed in each of the Contract Sites under this Contract. The Contractor must enter an hourly labor rate, the time required to accomplish the specified task one time, and multiply to produce the Labor Cost, add the Materials Cost which will provide the total cost for performing the task one time.

Example of how Exhibit B, Schedule of Task Costs must be completed:

Task	Labor Rate	Labor Costs	Material Cost	Total One Time Cost	Annual Frequency	Annual Cost
Litter Removal	\$22.55	\$22.55	\$2.75	=\$25.30	x 52	=\$1315.60

Labor costs shall include all costs required to place and keep maintenance personnel on the job site, including but not limited to payroll and insurance costs. Material costs shall include the cost of materials plus any costs associated with transporting the materials to the job site. All material costs must be stated as such and shall not be included in the labor cost.

The Contractor may be required to justify its one-time cost based on the City's estimate of reasonable time to perform specific tasks and materials required. The City reserves the right to reject any proposal when, in its opinion, the Contractor cannot perform the contract in accordance with the specifications herein.

The information in Exhibit B, Schedule of Task Costs, may be used to determine amounts withheld for non-performance when inspections by the City indicate a specified task was not performed.

EXHIBIT C



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

**ARTICLE I
SCOPE AND TERM OF CONTRACT**

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

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

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

**ARTICLE II
CONTRACT ADMINISTRATOR**

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

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

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

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

ARTICLE III COMPENSATION

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

3.2 Invoices.

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

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

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

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

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

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

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

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

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

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

ARTICLE IV SUSPENSION AND TERMINATION

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

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

otherwise); and (2) complete any and all additional work necessary for the orderly filing of documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

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

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

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

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

4.5 Contractor's Right to Payment Following Contract Termination.

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

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

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

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

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

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

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

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

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

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

proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

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

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

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

ARTICLE VII INDEMNIFICATION AND INSURANCE

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

7.2 Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

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

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

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

ARTICLE VIII BONDS

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

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

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

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

8.1.4 Non-Renewal or Cancellation. The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or

material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

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

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

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

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

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

9.1.3 Non-Discrimination Requirements.

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

9.1.3.2 Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of

subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

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

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

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

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

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

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

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

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

9.1.9 Product Endorsement. Contractor shall comply with Council Policy 000-41 concerning product endorsement which requires that any advertisement referring to City as a user of a good or service will require the prior written approval of the Mayor.

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 Equal Pay Ordinance throughout the duration of the Contract.

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. Contractor shall require subcontractors performing work for contractor under their contract with the City to certify compliance with the Equal Pay Ordinance in their written subcontracts.

9.1.11.2 Notice Requirement. Contractor must post a notice informing its employees of their rights under the Equal Pay Ordinance in their workplace or job site.

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

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

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

10.3 Contractor's Financial or Organizational Interests. In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom

Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

10.4 Certification of Non-Collusion. Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

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

ARTICLE XI DISPUTE RESOLUTION

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

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

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

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

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

**ARTICLE XII
MANDATORY ASSISTANCE**

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

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

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

**ARTICLE XIII
MISCELLANEOUS**

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

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

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

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

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

13.6 Compliance with Controlling Law. Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT D

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

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

A. PREVAILING WAGES. Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, Bidder and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below. This requirement is in addition to the requirement to pay Living Wage pursuant to San Diego Municipal Code sections 22.4201 through 22.4245. Bidder must determine which per diem rate is highest for each classification of work (i.e. Prevailing Wage Rate or Living Wage Rate), and pay the highest of the two rates to their employees. Living Wage applies to workers who are not subject to Prevailing Wage Rates.

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

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

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

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

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

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

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

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

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

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

8. Labor Compliance Program. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other

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

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

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

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

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

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

11. List of all Subcontractors. The City may ask Bidder for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this contract at any time during performance of this contract, and Bidder

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

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

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

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

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