



THE CITY OF SAN DIEGO  
**REPORT TO THE CITY COUNCIL**

DATE ISSUED: October 15, 2014 REPORT NO: 14-059

ATTENTION Economic Development and Intergovernmental Relations Committee  
Agenda of October 22, 2014

SUBJECT: Living Wage Ordinance Annual Report for Fiscal Year 2014

REFERENCE: Living Wage Ordinance: San Diego Municipal Code Chapter 2, Article 2,  
Division 42

REQUESTED ACTION: This is an information only item.

STAFF RECOMMENDATION: This is an information only item.

BACKGROUND:

This annual report describes administration of the Living Wage Ordinance [LWO] during Fiscal Year 2014 (July 1, 2013 – June 30, 2014). The LWO was adopted in June 2005 and became effective July 1, 2006. The Ordinance requires employers to compensate employees who perform work on applicable service contracts under a predetermined wage structure.

For reference, full text of the Living Wage Ordinance, *San Diego Municipal Code* [SDMC] *Chapter 2, Article 2, Division 42*, (Attachment A) is included with this report. A one-page summary of LWO applicability, exemptions, and requirements is also provided as *LWO Synopsis for Fiscal Year 2014* (Attachment B).

EXECUTIVE SUMMARY:

The Living Wage Program was moved into Purchasing & Contracting Department on July 1, 2013, the first day of Fiscal Year 2014. For the previous four years, the program had been situated in the now-dissolved Administration Department.

The Living Wage Ordinance was modified during Fiscal Year 2014 for only the second time since its inception. [See Chart 2.] To aid in the strengthened enforcement, an additional staff

position (Senior Management Analyst) was added to the budget effective July 1, 2015.

During Fiscal Year 2014, the Living Wage hourly rate was \$11.65 plus \$2.34 in health benefits for a total of \$13.99. This reflected a 1.6% cost-of-living increase from the prior calendar year. The LWO hourly rate for Fiscal Year 2015 is \$11.80 plus \$2.37 in health benefits for a total of \$14.17. During the nine years since passage of the Living Wage Ordinance, the hourly wage rate has increased \$2.17 (16.8%, the region's cost-of-living increase as published by the Department of Labor). [See Chart 3.]

A total of 149 LWO contracts were active in FY 2014 with a combined value of \$37,327,082, as measured by the Purchasing Agreement amount. Landscaping services were the largest portion (49% of all LWO contracts and 41% of LWO contract dollars). Sixty-eight covered employers held LWO contracts. [See Charts 5, 6, 7 and 8.]

LWO Compliance Reviews have been conducted for 35 firms since inception of the Ordinance. The reviews found 43% of examined firms underpaid covered employees and 40% did not provide required compensated leave time. Discrepancies were identified in 51.4% of all LWO Compliance Reviews. [See Charts 10, 11, 12 and 13.]

Ten LWO Employee Complaints were received during FY 2014, and all were found to be violations. Back pay in the amount of \$102,535 was recovered for covered employees. Additional back pay from Jani-King of California is being sought through a civil action by the City Attorney's Office; debarment proceedings are also being initiated against this contractor. In the history of the LWO, 57 LWO Complaints were investigated; 57.9% were found to be violations. Backpay in a total amount of \$385,853 has been recovered for employees. [See Charts 14, 15 and 16.]

Sixty-four covered employers (98.4%) submitted an Annual Contractor Compliance Report as required by SDMC section 22.4225(d). In response to an inquiry, 58% stated they believed the LWO reduced their firm's absenteeism or turnover; 58% also confirmed the LWO improved their firm's quality of service. [See Chart 17.]

The Living Wage Program continues to assist covered employers in meeting their obligations regarding the Living Wage Ordinance. The Program maintains thorough compliance information on Purchasing & Contracting Department's website. Annually, contractors are provided with direct correspondence outlining Ordinance requirements and notifying them of wage adjustments and any changes that may have occurred during the year. The LWO Program remains aggressive in investigations of allegations of noncompliance with the Ordinance. Additionally, the Program serves as a resource for all City departments with contracts for services.

Information in the Executive Summary is expanded upon in the body of this report.

## LWO PROGRAM ADMINISTRATION DURING FISCAL YEAR 2014

### **LWO Administration**

In accordance with SDMC §22.4235(a), *Rules Implementing the Living Wage Ordinance* (provided for Fiscal Year 2014 with this report as Attachment C) are posted on the City's website at [sandiego.gov/purchasing/programs/livingwage](http://sandiego.gov/purchasing/programs/livingwage). Sections in the Rules clarify components of the LWO:

- Applicability;
- Exemptions;
- Employer Requirements;
- Recordkeeping and Reports;
- Monitoring and Investigation;
- Enforcement; and
- Employee Complaint Process.

Appendices to the *Rules* include relevant notices and forms:

- Current Living Wage Rates;
- LWO Notice to Employees (English, Spanish);
- Affordable Care Act information sheet (English, Spanish);
- Earned Income Tax Credit information sheet (English, Spanish);
- LWO Certification of Compliance form;
- LWO Application for Exemption form; and
- LWO Employee Complaint Form (English, Spanish).

Additional information is maintained on the City's website and updated as required.

The Living Wage Program consists of two staff positions, one Supervising Management Analyst and one Senior Management Analyst; these positions also administer the City's Equal Benefits Program. An additional Senior Management Analyst position was added for Fiscal Year 2015. Program staffing costs are shown in Chart 1, *LWO Program Staff Costs in FY 2014*.

| CHART 1: LWO PROGRAM STAFF COSTS IN FISCAL YEAR 2014 |                  |                 |                   |   |                  |
|--|------------------|-----------------|-------------------|---|------------------|
| <u>Classification</u>                                | <u>Employees</u> | <u>Salary</u>   | <u>Fringe</u>     |   | <u>Total</u>     |
| Supervising Management Analyst                       | 1.00 FTE         | \$79,261        | + \$65,028        | = | \$144,289        |
| Senior Management Analyst                            | <u>1.00 FTE</u>  | <u>\$69,647</u> | + <u>\$54,473</u> | = | <u>\$124,120</u> |
| TOTAL  | 2.00 FTE         | \$148,908       | + \$119,501       | = | \$268,409        |

LWO Program functions include: determination of applicability; investigation and resolution of complaints; performance of contract compliance reviews; compilation of annual compliance report from covered employers; record maintenance; provision of information in response to requests from contractors, workers, City Facility operators, the public, and City staff; and posting and distribution of informational materials including annual wage adjustment and *Rules*

### *Implementing the LWO.*

The City Attorney's Office expended staff time to support Living Wage enforcement during Fiscal Year 2014 by providing advice on issues upon request including detailed analysis and support during the process to modify the Ordinance. No litigation expenses were incurred during this fiscal year.

### **Modifications to the LWO**

When the *Living Wage Annual Report for Fiscal Year 2013* was presented to the Budget and Finance Committee on October 30, 2013, the Committee directed staff to return with recommendations to clarify the Ordinance and strengthen its enforcement. Previously, the LWO had been modified only once before, in November 2008.

Subsequently, on January 15, 2014, staff presented the Committee with twenty-six proposed changes to the Ordinance; eleven were intended to clean up and clarify the language of the Ordinance and fifteen were intended to provide enforcement strength. These proposals were developed with input from the City Attorney's Office and from various community-based organizations including the Center on Policy Initiatives, Maintenance Cooperation Trust Fund, Employee Rights Center, San Diego and Imperial Counties Labor Council, and the Interfaith Committee for Worker Justice. The Living Wage Program also engaged in discussions with the City of Los Angeles Living Wage Program and San Francisco's Office of Labor Standards Enforcement.

The resulting modifications received unanimous support from the full City Council on January 28, 2014, with a second reading on February 10, 2014. Modifications became effective on March 28, 2014. The most important changes to the Ordinance are listed in Chart 2, *Living Wage Ordinance Modifications*:

| CHART 2: LIVING WAGE ORDINANCE MODIFICATIONS |   |
|--|---|
| <u>Municipal Code</u>                        | <u>Living Wage Ordinance Modification</u>   |
| § 22.4210(a)(1)                              | City service contracts are covered by the LWO regardless of value (the \$25,000 threshold was removed) as contracts are awarded, amended, renewed or extended.  |
| § 22.4210(c)                                 | A prime service contractor must use its own employees to perform at least 50% of the work.  |
| § 22.4220(e)                                 | When both Living Wage and Prevailing Wage apply, a covered employer must pay the higher rate (including hourly wages, health benefits, and compensated leave).  |
| § 22.4225(b)                                 | With the first paycheck after July 1, a covered employer must annually distribute to covered employees the LWO Notice to Employees; the Affordable Care Act Notice; and the Earned Income Tax Credit Notice.  |
| § 22.4230(f-g)                               | If a covered employer violates the LWO two or more times in a two-year period, enforcement sanctions will be undertaken even if the violations were substantially cured; such sanctions may include contract termination, debarment, and fines (up to \$100 per day per covered employee for each violation). |

Staff updated all forms and notices, posted new information on the City's website, and informed

covered employers and City Facility operators of the changes through direct correspondence.

### Annual LWO Wage Adjustment

SDMC §22.4220(b) stipulates an upward adjustment of hourly wage and health benefit rates to take effect each year on July 1 and requires new rates to be posted on the City’s website prior to April 1. This adjustment is based on the prior calendar year’s Consumer Price Index for All Urban Consumers for the San Diego–Carlsbad–San Marcos Metropolitan Statistical Area as published (in February) by the U.S. Department of Labor, Bureau of Labor Statistics.

Chart 3, *City of San Diego Living Wage Rates*, lists a history of LWO wage and health benefit rates.

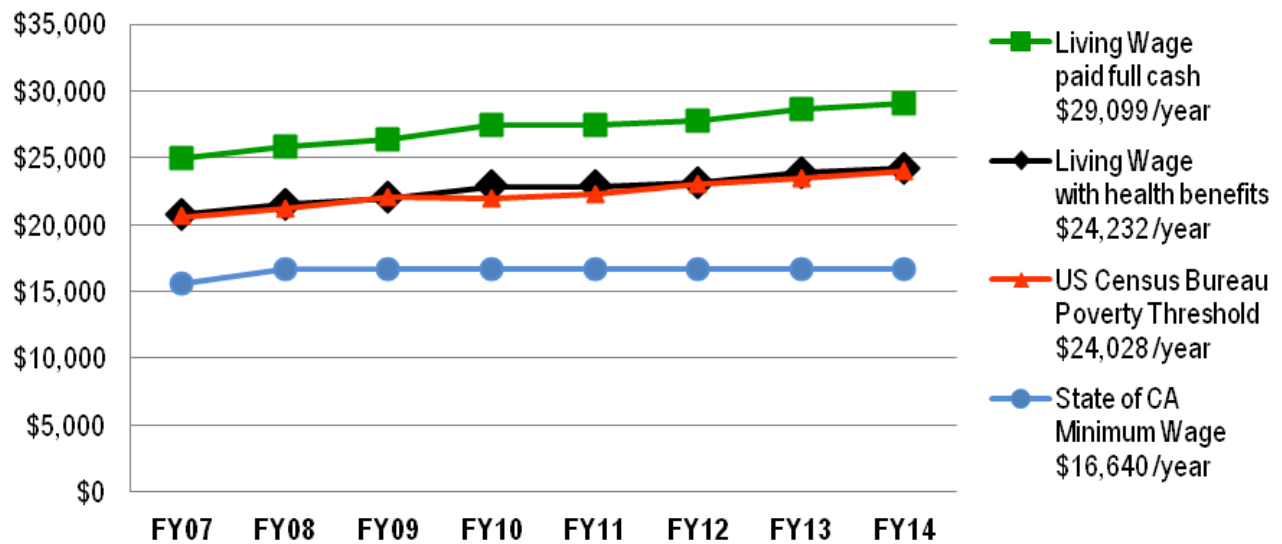
| CHART 3: CITY OF SAN DIEGO LIVING WAGE RATES |                              |                 |                              |                       |
|--|------------------------------|-----------------|------------------------------|-----------------------|
| <u>Year</u>                                  | <u>Effective Dates</u>       | <u>Increase</u> | <u>Wage + Health Benefit</u> | <u>Full Cash Wage</u> |
| FY 2015                                      | July 1, 2014 – June 30, 2015 | 1.3%            | \$11.80 + \$2.37 /hr         | \$14.17 /hr           |
| FY 2014                                      | July 1, 2013 – June 30, 2014 | 1.6%            | \$11.65 + \$2.34 /hr         | \$13.99 /hr           |
| FY 2013                                      | July 1, 2012 – June 30, 2013 | 3.0%            | \$11.47 + \$2.30 /hr         | \$13.77 /hr           |
| FY 2012                                      | July 1, 2011 – June 30, 2012 | 1.3%            | \$11.14 + \$2.23 /hr         | \$13.37 /hr           |
| FY 2011                                      | July 1, 2010 – June 30, 2011 | 0.0%            | \$11.00 + \$2.20 /hr         | \$13.20 /hr           |
| FY 2010                                      | July 1, 2009 – June 30, 2010 | 3.9%            | \$11.00 + \$2.20 /hr         | \$13.20 /hr           |
| FY 2009                                      | July 1, 2008 – June 30, 2009 | 2.3%            | \$10.58 + \$2.12 /hr         | \$12.70 /hr           |
| FY 2008                                      | July 1, 2007 – June 30, 2008 | 3.4%            | \$10.34 + \$2.07 /hr         | \$12.41 /hr           |
| FY 2007                                      | July 1, 2006 – June 30, 2007 | N/A             | \$10.00 + \$2.00 /hr         | \$12.00 /hr           |

The Purpose and Intent (SDMC §22.4201) of the Living Wage Ordinance states, in part:

“It is the experience of the *City* that many of these services to the public and to the City are provided by workers who live at or below the poverty line. This division provides that when agreements ... are extended by the *City* to private *businesses* these taxpayer funded benefits are used in a way that advances the interests of the *City* as a whole, by creating jobs that keep workers and their families out of poverty.”

Chart 4, *Annual Earnings for Various Wage Rates*, compares annual incomes for Living Wage rates, California minimum wage rate and the U.S. Census Bureau’s poverty threshold.

**CHART 4: ANNUAL EARNINGS FOR VARIOUS WAGE RATES**

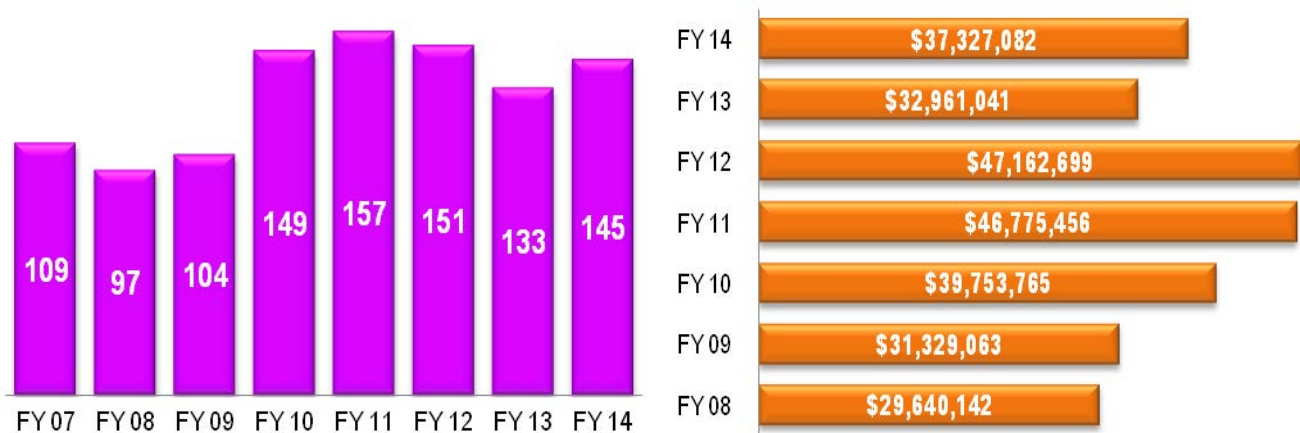


### LWO Contracts

During Fiscal Year 2014, there were a total of 145 active LWO contracts with a value of \$37,327,082, as measured by the Purchasing Agreement amount.

Chart 5, *Number and Value of LWO Contracts in Prior Years*, compares totals during current and previous fiscal years. Values are total costs for Purchasing Agreements at time of award.

**CHART 5: NUMBER AND VALUE OF LWO CONTRACTS IN PRIOR YEARS**



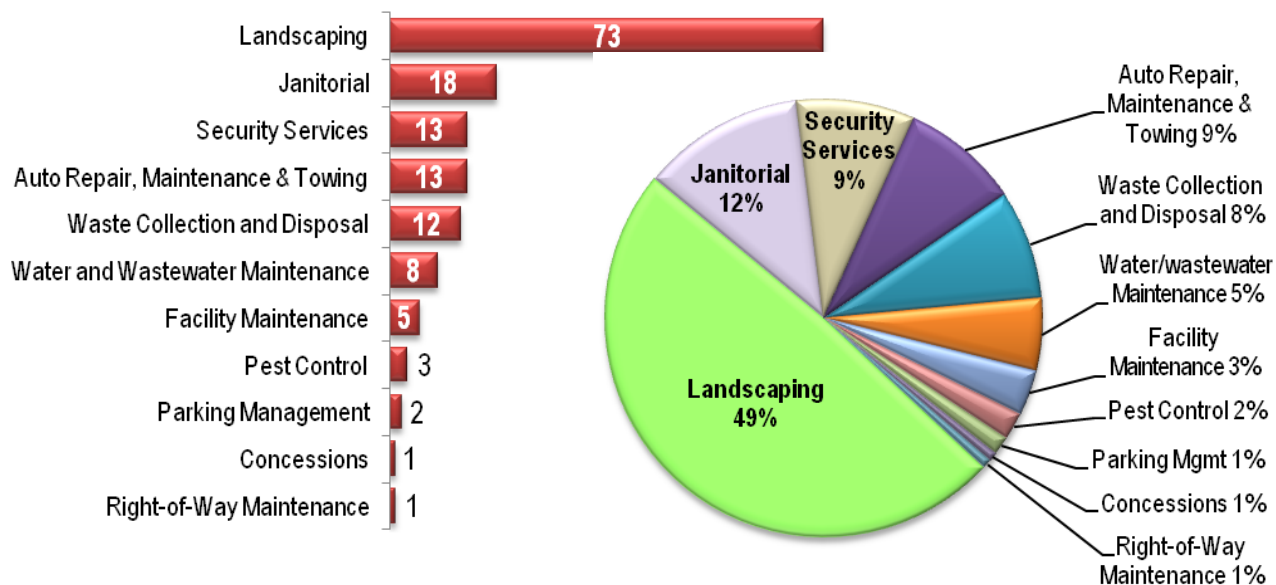
Detailed spreadsheets are provided as attachments to this report in three views:

- *LWO Contracts in Fiscal Year 2014, Sorted by Contract Number* [Attachment D];
- *LWO Contracts in Fiscal Year 2014, Sorted by Bid Number* [Attachment E]; and
- *LWO Contracts in Fiscal Year 2014, Sorted by Commodity Type* [Attachment F].

Chart 6, *Number of Living Wage Contracts in FY14*, shows a comparison of contracts for various

commodity types based on the number of contracts and the percentage of the total.

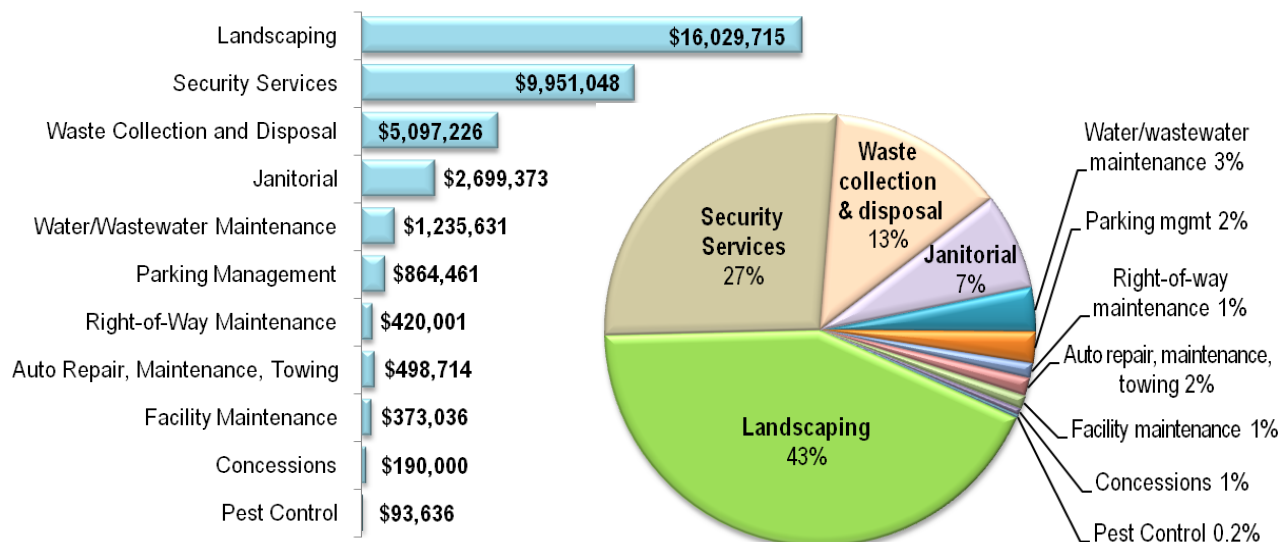
**CHART 6: NUMBER OF LIVING WAGE CONTRACTS IN FY14**



Landscaping contracts (73) were nearly half of all LWO contracts. The second largest commodity by number of contracts was Janitorial (18); followed by Security Services (13); Auto Repair, Maintenance and Towing (13); Waste Collection and Disposal (12); and Water and Wastewater Maintenance (8).

Chart 7, *Value of Living Wage Contracts in FY14* is a graphic representation of the value of contracts for various commodity types. The value is the Purchasing Agreement amount for each contract for the fiscal year.

**CHART 7: VALUE OF LIVING WAGE CONTRACTS IN FY14**





An analysis of contract costs shows that Landscaping (\$16,029,715) remained the greatest portion of LWO-covered contracts (41%). Security services were the second largest portion in value (\$9,951,048), followed by Waste Collection and Disposal (\$5,097,226). Janitorial services comprised the second greatest number of contracts and the fourth highest total value (\$2,699,373).

### **LWO Covered Employers**

During Fiscal Year 2014, sixty-eight covered employers held LWO contracts. Detailed information is provided as attachments to this report in three views:

- *LWO Contracts in Fiscal Year 2014, Sorted by Contractors* [Attachment G];
- *LWO Contractors in Fiscal Year 2014, Sorted by Contractor Earnings* [Attachment H]; and
- *LWO Contractors in Fiscal Year 2014, Sorted by Total Number of Contracts for Each Contractor* [Attachment I].

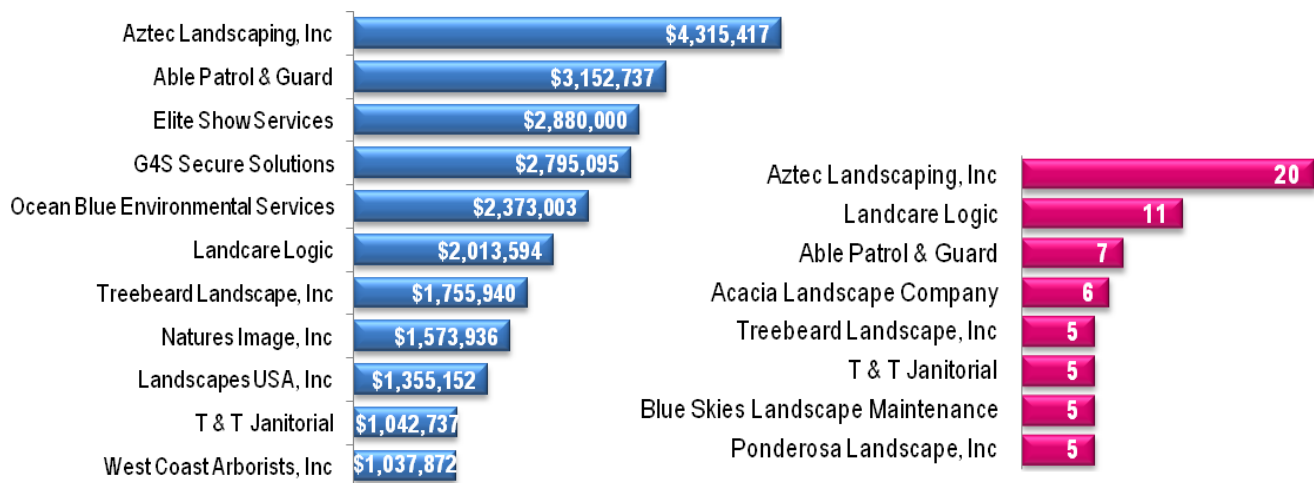
All covered employers are listed in Chart 8, *LWO Covered Employers in Fiscal Year 2014*:

| Chart 8: LWO COVERED EMPLOYERS IN FISCAL YEAR 2014 |                                   |                                 |
|--|-----------------------------------|---------------------------------|
| A to Z Enterprises                                 | Cortes Towing                     | Powerland Equipment, Inc        |
| Able Patrol and Guard                              | Coverall Health Based Cleaning    | Prizm Janitorial Services Inc   |
| Acacia Landscape Company                           | Diamond Environmental Services    | Quality Coast, Inc              |
| Ace Parking Management, Inc                        | DMS Services                      | Qualityway Building Service     |
| Advantage Towing                                   | Elite Show Services               | Reliable Tire Company           |
| Allied Waste Services                              | Epic Pest Control                 | Road Works, Inc                 |
| American Towing                                    | FRS Environmental Inc             | San Diego Power Clean           |
| Angelo's Towing & Recovery                         | G4S Secure Solutions              | Securitas Security Services USA |
| Anytime Towing                                     | Guardian Towing                   | So Cal Tree Care, Inc           |
| Atlas Pumping Service                              | Jani-King of California, Inc      | South Bay Fence, Inc            |
| Aztec Landscaping, Inc                             | Kovatch Mobile Equipment Corp     | T & T Janitorial                |
| B & Z Builders, Inc                                | Landcare Logic                    | Terra Renewal                   |
| Blue Skies Landscape Maintenance                   | Landscapes USA, Inc               | TP Janitorial Services          |
| Brewer Lawn Maintenance, Inc                       | MEK Enterprises                   | Treebeard Landscape, Inc        |
| Burns and Sons Trucking, Inc                       | Merchants Building Maintenance    | Tried & True Corporate Cleaning |
| C&D Towing Specialists                             | Miller Environmental, Inc         | United Pumping Service, Inc     |
| Cannon Pacific                                     | Nature's Image, Inc               | United Sites Services of CA Inc |
| Cartwright Termite & Pest Control                  | Nissho of California, Inc         | US Security Associates, Inc     |
| Centerplate  | NMS Management, Inc               | Utility Tree Service, Inc       |
| Clean Harbors Environmental                        | Ocean Blue Environmental Services | Ware Disposal                   |
| Complete Relocation Services, Inc                  | Patriot Environmental Services    | West Coast Arborists, Inc       |
| Contemporary Design Landscape                      | Pestmaster Services               | Westturf Landscape Maintenance  |
| Contemporary Services Corp                         | Ponderosa Landscape, Inc          |                                 |

Chart 9, *Contractors with Highest Value and Number of LWO Contracts in FY14*, shows the highest-earning contractors' totals for LWO-covered contracts by dollar value and total contracts. Aztec Landscaping, Inc., held 20 contracts (13.4% of all LWO contracts) for a total value of \$4,315,417 (11.6% of the total LWO contract value).



**CHART 9: CONTRACTORS WITH HIGHEST VALUE AND NUMBER OF LWO CONTRACTS IN FY14**



During this fiscal year, no contractors requested an exemption from LWO requirements because their firm employed twelve or fewer employees in accordance with SDMC §22.4215(c)(1). Contractors do not receive a universal exempt status, but are granted exemptions on a per contract basis; sufficient documentation must be provided.

### **LWO Compliance Reviews**

SDMC §22.4235(a) requires periodic reviews of appropriate records to verify compliance with LWO requirements. Proactive LWO Compliance Reviews are conducted as part of an integrative approach to ensure compliance through diligent oversight. The City strengthens working relationships with covered employers while identifying and resolving errors before they become longstanding. Compliance Reviews help ensure a level playing field for all participants in the City's service contract bid process.

Contracts for review may be selected randomly or based on concerns of possible noncompliance; selection of a firm for review does not imply wrongdoing. During the review, payroll records, employee manuals, project files, and other documents, as needed, are examined by LWO Program staff. At the job site, staff conducts interviews with covered employees in English or Spanish. Discrepancies, if identified, are resolved before a Compliance Review is closed out. At conclusion, the subject firm receives a report of Compliance Review findings. A response is required from the firm within 30 days to affirm the findings and its intent to follow recommendations, if any.

Chart 10, shows *LWO Contract Compliance Reviews in Fiscal Year 2014*:

**CHART 10: LWO CONTRACT COMPLIANCE REVIEWS IN FISCAL YEAR 2014**

| <u>Review</u> | <u>Firm</u>                    | <u>Result</u>             | <u>Backpay</u> |
|---------------|--------------------------------|---------------------------|----------------|
| #R14-001      | So Cal Tree Care, Inc          | Discrepancies found       | \$329          |
| #R14-002      | Eric J Friend                  | No discrepancies found    | --             |
| #R14-003      | Coverall Health Based Cleaning | Discrepancies found       | \$1,577        |
| #R14-004      | Aztec Landscaping, Inc         | No discrepancies found    | --             |
| #R14-005      | Landcare Logic                 | Discrepancies found       | <u>\$380</u>   |
| TOTAL         | 5 REVIEWS                      | 3 FIRM WITH DISCREPANCIES | \$2,286        |

Over the years, LWO Program staff have conducted a total of 35 Compliance Reviews as summarized in Chart 11, *Annual Record of LWO Compliance Reviews*:

**CHART 11: ANNUAL RECORD OF LWO COMPLIANCE REVIEWS**

|         | <u>Reviews</u> | <u>No Discrepancies</u> | <u>Discrepancies</u> | <u>Funds Recovered</u> |
|---------|----------------|-------------------------|----------------------|------------------------|
| FY 2014 | 5              | 2                       | 3                    | \$2,286                |
| FY 2013 | 4              | 3                       | 1                    | \$0                    |
| FY 2012 | 0              | --                      | --                   | --                     |
| FY 2011 | 3              | 2                       | 1                    | \$0                    |
| FY 2010 | 12             | 4                       | 8                    | \$8,906                |
| FY 2009 | <u>11</u>      | <u>6</u>                | <u>5</u>             | <u>\$28,019</u>        |
| TOTAL   | 35             | 17                      | 18                   | \$39,221               |

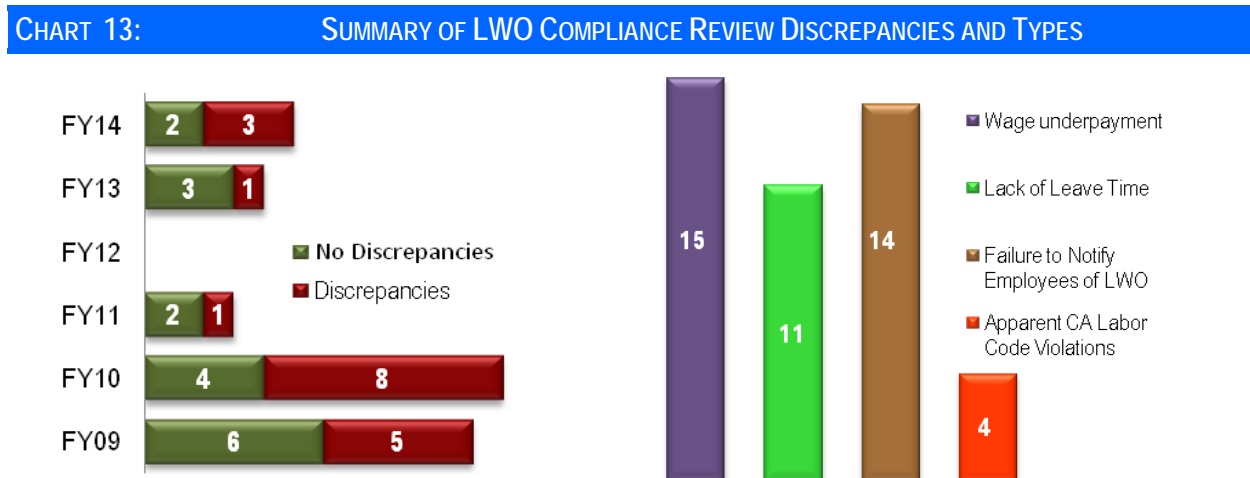
More than half (51.4%) of LWO Compliance Reviews found discrepancies. These include wage underpayment; failure to allocate 10 compensated leave days per year; lack of method to track accrual of leave time; and failure to notify covered employees of their LWO rights.

Chart 12, *Summary of LWO Compliance Review Violation Types*, lists the different LWO requirements found to be violated and shows number of times each violation was found to occur:

**CHART 12: SUMMARY OF LWO COMPLIANCE REVIEW VIOLATION TYPES**

| <u>Municipal Code</u> | <u>Requirement</u>                                 | <u>Violations</u> | <u>% of Reviews</u> |
|-----------------------|--|-------------------|---------------------|
| §22.4220(a)           | Pay covered employees specified wage and benefits  | 15                | 43%                 |
| §22.4225(b)           | Notify covered employees of LWO requirements       | 11                | 31%                 |
| §22.4220(c)           | Provide minimum 10 compensated leave days per year | 14                | 40%                 |
| Other                 | CA Labor Code                                      | 4                 | 11%                 |

A graphical summary of these findings is presented in Chart 13, *Summary of LWO Compliance Review Discrepancies and Types*:



### LWO Complaints

The LWO Program is required by SDMC §22.4230(e) to investigate and address an alleged LWO violation within 60 days, with reasonable 30-day extensions. Resolution of Employee Complaints includes: complaint receipt and written acknowledgement to claimant and firm; investigation, including review of records and interviews; issuance of determination of violation or non-violation; and, when required, calculation of back pay and verification of payment. If a complaint is not resolved within 60 days, the claimant and the subject receive status updates from the Living Wage Program every 30 days until completion.

Ten LWO Employee Complaints were received during Fiscal Year 2014 and all were found to be violations, as shown in Chart 14, *LWO Complaints in Fiscal Year 2014*:

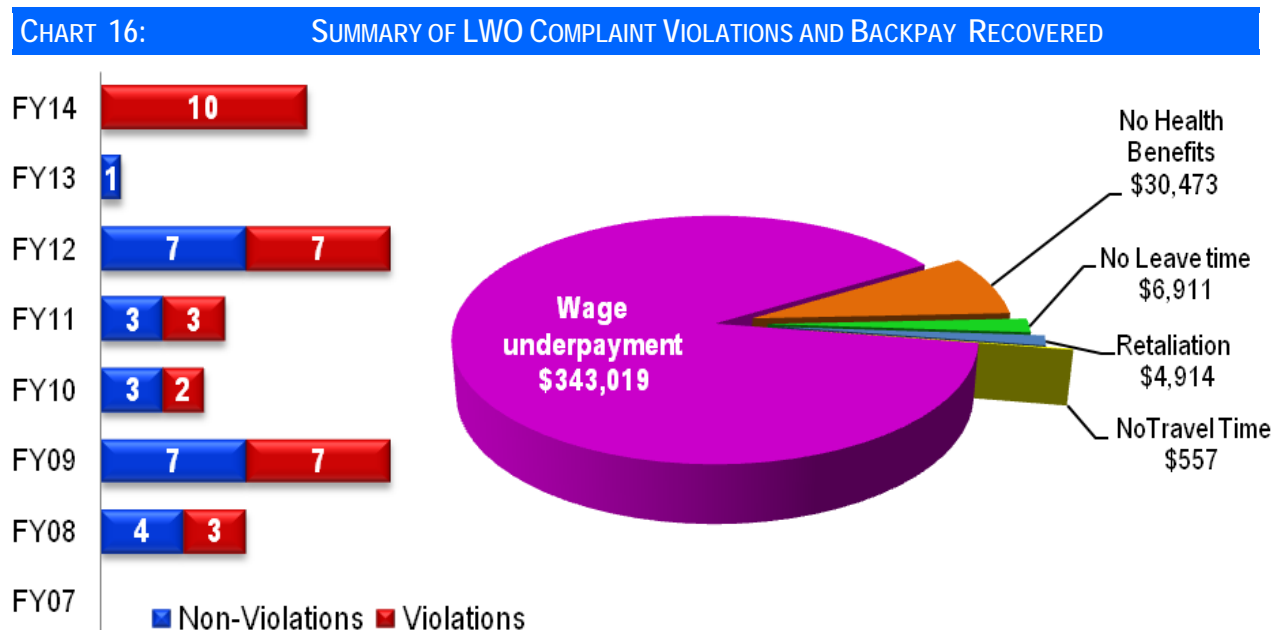
| CHART 14: LWO COMPLAINTS IN FISCAL YEAR 2014 |                                      |               |           |
|--|--------------------------------------|---------------|-----------|
| Complaint                                    | Allegation                           | Result        | Back Pay  |
| #C14-001                                     | Nonpayment of LWO rates              | Violation     | \$6,313   |
| #C14-002                                     | Nonpayment of LWO rates              | Violation     |           |
| #C14-003                                     | Nonpayment of LWO rates              | Violation     | \$54,474  |
| #C14-004                                     | Nonpayment of LWO rates              | Violation     | combined  |
| #C14-005                                     | Nonpayment of LWO rates              | Violation     | \$25,282  |
| #C14-006                                     | Nonpayment of LWO rates              | Violation     | \$15,831  |
| #C14-007                                     | Nonpayment of LWO rates              | Violation     | \$150     |
| #C14-008                                     | Nonpayment of LWO rates              | Violation     | TBD       |
| #C14-009                                     | Nonpayment of compensated leave time | Violation     | \$485     |
| #C14-010                                     | Nonpayment of LWO rates              | Violation     | TBD       |
| TOTAL  | 10 COMPLAINTS                        | 10 VIOLATIONS | \$102,535 |

During Fiscal Year 2014, two complaints (#C14-008 and #C14-010) were filed against Jani-King of California for underpayment of janitors at Qualcomm Stadium. The Living Wage Program determined violations occurred, but the contractor refused to cooperate. In accordance with the Living Wage Ordinance, the City Attorney's Office is initiating a civil action against Jani-King of California, and Purchasing & Contracting Department has requested convening of a Debarment Hearing Panel.

Chart 15, *Annual Record of LWO Employee Complaints*, lists LWO Employee Complaints since inception of the Ordinance:

| CHART 15: ANNUAL RECORD OF LWO EMPLOYEE COMPLAINTS |                   |                       |                   |                 |
|--|-------------------|-----------------------|-------------------|-----------------|
|  | <u>Complaints</u> | <u>Non-Violations</u> | <u>Violations</u> | <u>Back Pay</u> |
| FY 2014  | 10                | 0                     | 10                | \$102,535       |
| FY 2013  | 1                 | 1                     | 0                 | \$0             |
| FY 2012  | 14                | 7                     | 7                 | \$6,696         |
| FY 2011  | 6                 | 3                     | 3                 | \$11,669        |
| FY 2010  | 5                 | 3                     | 2                 | \$224           |
| FY 2009  | 14                | 7                     | 7                 | \$211,888       |
| FY 2008  | 7                 | 3                     | 4                 | \$52,841        |
| FY 2007  | <u>0</u>          | <u>0</u>              | <u>0</u>          | <u>\$0</u>      |
| TOTAL  | 57                | 24                    | 33                | \$385,853       |

Chart 16, *Summary of LWO Complaint Violations and Backpay Recovered*, exhibits trends for the number of complaints (57) and back payment amounts (\$385,853 total) during the history of the Ordinance.



Over half (57.9%) of all LWO Employee Complaints in the history of the Ordinance have been found to be violations. When measured by amount of back payment, the majority of violations were for Wage Underpayment (88.9%). Nonpayment of Health Benefits (7.9%) comprised the next largest category. Lack of Compensated Leave Time (1.8%) and Retaliation (1.3%) followed. One small amount (0.1%) was recovered when an employer did not pay LWO rates for covered employees' time spent traveling to and from the jobsite.

### Contractor Compliance Reports

Covered employers are required to complete an annual Contractor Compliance Report in accordance with SDMC §22.4225(d). The Living Wage Program distributed a single-page form to all covered employers with active LWO contracts in April 2014. This Contractor Compliance Report was included in a packet sent to each firm with:

- notice of the annual wage increase;
- request for a newly-signed *LWO Certification of Compliance* for active contracts ;
- updated *LWO Notice to Employees*;
- information sheet for the Earned Income Tax Credit, in English and Spanish;
- information sheet for the Affordable Care Act, in English and Spanish; and
- description of modifications to the Ordinance that became effective in March 2014.

Results are shown in Chart 17, *Annual Compliance Report Responses from Covered Employers*:

| CHART 17: ANNUAL COMPLIANCE REPORT RESPONSES FROM COVERED EMPLOYERS |               |                |
|---|---------------|----------------|
|   | <u>Number</u> | <u>Percent</u> |
| LWO covered employers who submitted Contractor Compliance Report    | 63            | 98.4%          |
| Number of LWO covered employees                                     | 2,304         | 29.4%          |
| LWO covered employers offering health benefit option                | 33            | 52.3%          |
| LWO covered employees receiving health benefits                     | 778           | 33.8%          |
| Covered employers reporting LWO improved firm's quality of service  | 37            | 58.7%          |
| Covered employers reporting LWO reduced absenteeism or turnover     | 37            | 58.7%          |

Responses reflect self-reporting by contractors.

### City Facility Agreements

LWO requirements are applicable to contracts and subcontracts at City facilities, in accordance with SDMC §22.4210(a)(4). City facilities are defined in the ordinance as Petco Park, Qualcomm Stadium, San Diego Sports Arena, San Diego Convention Center, San Diego City Concourse, and San Diego Civic Theatre.

As soon as the wage adjustment amount becomes available, LWO Program staff sends correspondence to notify City facilities. Prior to the start of the fiscal year, the Living Wage Program sends a notice to each City facility to remind them of the adjusted wage rate, re-state their obligations regarding LWO requirements, request signed *LWO Certification of Compliance*

forms for contractors and subcontractors, and offer assistance. Throughout the year, contact is maintained to support City facilities in understanding and attaining LWO compliance.

During Fiscal Year 2014, three LWO Complaints were alleged at City facilities; all were found to be violations. Over the years, there have been nine LWO Employee Complaints filed for City facilities; prior to this year, none had resulted in a violation.

### **Financial Assistance Agreements**

LWO requirements are applicable to certain financial assistance agreements for (a) economic development, job creation, or job retention or (b) tourism, arts, and cultural programs, in accordance with SDMC §22.4210(a)(2-3). To date, this section has been found to apply in only one instance. The San Diego Tourism Marketing District requested and received exemption status with less than twelve employees; subcontractors have provided *LWO Certifications of Compliance* or requested exemption approval.

**FISCAL CONSIDERATIONS:** There was a 1.6% upward adjustment of LWO wages for Fiscal Year 2014. During the nine years since passage of the Living Wage Ordinance, the hourly wage rate increased \$2.17 (16.8%, the region's cost-of-living increase as published by the Department of Labor). All bidders must pay the same wage rates, and a successful low bid is the result of increased efficiencies or a narrower profit margin rather than suppressed wages.

**PREVIOUS COUNCIL and/or COMMITTEE ACTION:** None regarding this report.

**COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:** The City continues to provide convenient access to LWO information for contractors and workers. The Living Wage Program maintains accurate, up-to-date information on the Purchasing & Contracting Department's website, including Municipal Code text, *Rules Implementing the LWO*, all forms and notices (most with Spanish translations), and all past annual reports on LWO administration. Brochures summarizing LWO requirements are available. Living Wage Program staff present at citywide Purchasing & Contracting Department workshops entitled "How to Do Business with the City."

Various community-based organizations maintain an active interest in the City's LWO administration including the Center on Policy Initiatives, the Maintenance Cooperation Trust Fund, and the Interfaith Committee for Worker Justice. During Fiscal Year 2014, the Living Wage Program maintained working relationships with representatives from the Department of Industrial Relations, Division of Labor Standards Enforcement; County of San Diego District Attorney's Office, Insurance Fraud Division; and San Francisco's Office of Labor Standards Enforcement Manager.

**KEY STAKEHOLDERS AND PROJECTED IMPACTS:** Key stakeholders for the LWO remain the City of San Diego citizens, covered employees, and covered employers. The City's Living

Wage Program employs efficient methods to provide information about the Living Wage Ordinance, monitor compliance with ordinance requirements, assist covered employers in meeting their obligations, and conduct investigations in response to allegations of noncompliance.

Official version signed by

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Dennis Gakunga, Director  
Purchasing & Contracting Department

Official version signed by

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Ronald H. Villa  
Deputy Chief Operating Officer

Attachment A: San Diego Municipal Code Chapter 2, Article 2, Division 42

Attachment B: LWO Synopsis for Fiscal Year 2014

Attachment C: Rules Implementing the Living Wage Ordinance (for Fiscal Year 2014)

Attachment D: LWO Contracts in Fiscal Year 2014, Sorted by Contract Number

Attachment E: LWO Contracts in Fiscal Year 2014, Sorted by Bid Number

Attachment F: LWO Contracts in Fiscal Year 2014, Sorted by Commodity Type

Attachment G: LWO Contracts in Fiscal Year 2014, Sorted by Contractors

Attachment H: LWO Contracts in Fiscal Year 2014, Sorted by Total Contract Value

Attachment I: LWO Contracts in Fiscal Year 2014, Sorted by Total Number of Contracts for  
Each Contractor



## Article 2: Administrative Code

### Division 42: City of San Diego Living Wage Ordinance (Added 6/6/2005 by O-19386 N.S.)

#### § 22.4201 Purpose and Intent

The *City* awards many taxpayer-funded agreements to *businesses* that provide *services* to the public and to the *City* or that are intended to promote economic development, job creation, and retention. The *City* also owns, operates, manages, or leases sports, entertainment, or convention facilities and contracts with *businesses* to use these facilities or provide *services* at these locations to the public. It is the experience of the *City* that many of these *services* to the public and to the *City* are provided by workers who live at or below the poverty line. This Division provides that when agreements, including *service contracts*, *financial assistance agreements*, and *City facilities agreements* are extended by the *City* to *businesses* these taxpayer funded benefits are used in a way that advances the interests of the *City* as a whole, by creating jobs that keep workers and their families out of poverty. This Division therefore requires *covered employers* and their subcontractors to pay their employees a wage that will enable a full-time worker to meet basic needs and avoid economic hardship. Paying *services* employees a living wage is intended to improve the quality of *services* provided to the *City* and to the public by reducing high turnover, absenteeism, and instability in the workplace. This Division also promotes the *City's* policies and programs that seek to meet the employment and economic development needs of the *City* and its workforce. *Businesses* that do not fall into any of the above described categories are not required to comply with this Division.

(Added 6-6-2005 by O-19386 N.S.)

(Amended 2-26-2014 by O-20352 N.S.; effective 3-28-2014.)

#### §22.4202 Citation

This Division shall be cited as the City of San Diego Living Wage Ordinance.  
(Added 6-6-2005 by O-19386 N.S.)

**§22.4205 Definitions**

Each word or phrase that is defined in this Division appears in the text of this Division in italicized letters. For purposes of this Division, the following definitions shall apply:

*Affordable Care Act* means the Patient Protection and Affordable Care Act and the Health Care and Education Reconciliation Act of 2010, and any subsequent federal legislation and applicable federal regulations.

*Business* means any corporation, partnership, limited liability corporation, joint venture, sole proprietorship, association, or trust, other than a public entity.

*City* means the City of San Diego, its organizational subdivisions, agencies, offices, or boards, but does not include independent agencies, such as the Housing Authority, and the Retirement Board, each of which is encouraged to adopt its own living wage policy.

*City facility* means any of the following facilities that are owned, operated, managed, or leased by the *City*:

- (a) Petco Park;
- (b) Qualcomm Stadium;
- (c) San Diego Sports Arena;
- (d) San Diego Convention Center;
- (e) San Diego City Concourse; or
- (f) Civic Theatre, including the portion of the Civic Center Plaza directly adjacent to the Civic Theatre when theatre-related activities are held there. This subsection is not intended to extend to the Living Wage Ordinance to other structures located in the Civic Center Plaza.

*City facility agreement* means an agreement between the *City* and a *business* for the lease, use, or management of a *City facility*. *City facility agreement* includes (a) subleases or other agreements for use of the *City facility* for thirty days or more in any calendar year; and (b) subcontracts and concession agreements for *services* at the *City facility* with a combined annual value of payments in excess of \$25,000 for any single subcontractor or concessionaire, and with a term of more than ninety days.

*City facility employer* means any *business* that has entered into a *City facility agreement*. For the purposes of this Division, *City facility employer* includes any sublessee, subcontractor, or concessionaire that retains employees to provide *services* at a *City facility*.

*City Manager* means the City Manager and his/her delegates and representatives.

*Compensated leave* means any paid sick leave, vacation leave, or personal leave provided by a *covered employer* to a *covered employee*. *Compensated leave* does not include paid holidays that are provided by a *covered employer* under the *covered employer's* established policy.

*Covered employee* means any individual employed on a full-time, part-time, temporary, or seasonal basis by (a) a *service contractor* with regard to any hours worked in performance of a *service contract*; (b) a *financial assistance recipient* who works at least 20 hours a month at the site that is the subject of the *financial assistance agreement* or at least 20 hours a month on the program that is the subject of the *financial assistance agreement*; or (c) a *City facility employer* with regard to any hours worked at a *City facility*. *Covered employee* does not include: (a) individuals who, in addition to wages, receive academic credit for their work from an accredited educational institution; or (b) individuals who participate in job training and education programs that have as their express purpose the provision of basic job skills or education.

*Covered employer* means any *service contractor*, *financial assistance recipient*, *City facility employer*, or any authorized agent thereof.

*Financial assistance agreement* means an agreement between the *City* and a *business* to provide direct financial assistance with the expressly articulated and identified purpose of encouraging, facilitating, supporting, or enabling: (a) economic development, job creation, or job retention; or (b) tourism, arts, and cultural programs. As to economic development, job creation, or job retention, this Division applies to *financial assistance agreements* with a combined value over a period of five years of \$500,000 or more. As to tourism, arts, and cultural programs, this Division applies to *financial assistance agreements* with a combined annual value of \$750,000 or more. Direct financial assistance includes funds, below-market loans, rebates, deferred payments, forgivable loans, land write-downs, infrastructure or public improvements, or other action of economic value identified in the *financial assistance agreement*. Financial assistance does not include below-market leases to non-profit organizations or indirect financial assistance, such as that provided through broadly applicable tax reductions or services performed by *City* staff. *Financial assistance agreement* includes subcontracts to perform *services* at the site that is the subject of the *financial assistance agreement* or for the program that is the subject of the *financial assistance agreement*.

*Financial assistance recipient* means any *business* that has entered into a *financial assistance agreement*. For purposes of this Division, *financial assistance recipient* includes all subcontractors retained by a *business* to perform *services* at the site that is the subject of the *financial assistance agreement*, or for the program that is the subject of the *financial assistance agreement*.

*Health benefits* means benefits related to medical, dental, vision, and other health services, and excludes benefits related to retirement, disability, accidental death and dismemberment insurance, and life insurance.

*Health benefits rate* means a minimum dollar amount per hour toward the cost of *health benefits* for *covered employees* and their dependents.

*Prime service contractor* means any *business* that enters into a contract for *services* directly with the *City*.

*Service contract* means a contract between the *City* and a *business*, and any applicable subcontracts or franchises, to furnish *services*. For purposes of this Division, *service contract* includes all contracts for *services* provided through the managed competition program under Charter section 117(c).

*Service contractor* means any *business* that has been awarded a *service contract* subject to this Division. For purposes of this Division, *service contractor* includes all subcontractors or franchisees retained by a *business* to perform any or all of the functions covered by a *service contract*.

*Services* means the following types of employment activities and any other non-managerial, non-supervisory, or non-professional services that are consistent with the intent of this Division and designated in a *City facility agreement*, *financial assistance agreement*, or *service contract*:

- (a) Automotive repair and maintenance;
- (b) Cashiers;
- (c) Child care;
- (d) Concessions/retail sales;
- (e) Facility and building maintenance;
- (f) On-site food service/preparation;
- (g) Janitorial, custodial, street cleaning and housekeeping;
- (h) Landscaping;

- (i) Laundry services;
- (j) Office/clerical;
- (k) Parking services;
- (l) Pest control;
- (m) Security services;
- (n) Ushers and wheelchair attendants;
- (o) Ticket takers;
- (p) Warehouse workers.
- (q) Waste collection and waste disposal, including recycling;
- (r) Right-of-way maintenance; and
- (s) Water and wastewater maintenance

*Unfair immigration-related practice* has the same meaning as in California Labor Code section 1019(b)(1).

*Willful violation* means a *covered employer's* intentional failure or refusal to perform an act which is required under this Division. Such failure or refusal need not be based on a deliberate malicious purpose or intent to defraud. A *covered employer's* failure or refusal to comply with this Division is prima facie evidence of a *willful violation* if the contract for *services* states that this Division applies.

(Added 6-6-2005 by O-19386 N.S.)  
(Amended 11-24-2008 by O-19809 N.S.; effective 1-1-2010.)  
(Amended 2-26-2014 by O-20352 N.S.; effective 3-28-2014.)

**§22.4210 Applicability of Living Wage Ordinance**

- (a) This division shall apply to:
- (1) any *service contract*, including any applicable subcontract, except for *service contracts* with a combined value of payments of \$25,000 or less that are entered into, awarded, amended, renewed, or extended before April 1, 2014. Compliance with this Division is required during the term of the *service contract*.
  - (2) any *financial assistance agreement* subject to the \$500,000 threshold, including any applicable subcontract. Compliance with this Division is required for a period of five years after the threshold amount has been received by the *business*.
  - (3) any *financial assistance agreement* subject to the \$750,000 threshold, including any applicable subcontract. Compliance is required for one year after the threshold amount has been received by the *business*.
  - (4) any *City facility agreement*, including any applicable sublease, subcontract, or concession agreement. Compliance with this Division is required during the term of the *City facility agreement*.
- (b) *Service contracts, financial assistance agreements, and City facility agreements* shall not be subdivided into two or more contracts that logically should be made as a single transaction if the purpose of the subdividing is to avoid the requirements of this Division.
- (c) For any contract subject to this Division, the *prime service contractor* must use its own employees to perform at least fifty percent of the work described in the contract.

(Added 6-6-2005 by O-19386 N.S.)

(Amended 2-26-2014 by O-20352 N.S.; effective 3-28-2014.)

**§22.4215 Exemptions.**

- (a) The following contracts are exempt from the requirements of this Division:
- (1) contracts subject to federal or state law or regulations that preclude the applicability of this Division's requirements;
  - (2) contracts that involve programs where the *City* shares management authority with other jurisdictions, unless all the signatory jurisdictions agree to the applicability of this Division's requirements to the contract;

- (3) contracts for *services* by any other governmental agency;
  - (4) contracts for public works construction;
  - (5) cooperative procurement contracts, including contracts that use a bidding process that substantially complies with *City* requirements;
  - (6) contracts for the purchase of goods, property, or the leasing of property;
  - (7) contracts for professional services, as described in California Labor Code Section 515(a), such as design, engineering, financial, technical, legal, banking, medical, management, operating, advertising, or other services.
  - (8) contracts where compliance with this division is not in the best interests of the City as certified by the *City Manager* and approved by the *City Council*.
- (b) Notwithstanding section 22.4215(a)(1)-(8), *City facility agreements* are not exempt from the requirements of this Division.
- (c) The following *businesses*, even if otherwise qualified as a *covered employer*, are exempt from the requirements of this Division:
  - (1) *Businesses*, including their parent and subsidiary entities, employing twelve or fewer employees for each working day in each of twenty or more calendar weeks in the current or preceding calendar year, so long as the *City* determines that the *business*, including any of its subcontractors, will not need to retain more than twelve employees to perform work related to a *service contract*, *financial assistance agreement*, or *City facility agreement*.
  - (2) *Businesses* organized under Internal Revenue Service Code, section 501(c)(3) to provide community-based social services, other than child care services, and whose highest paid officer earns a salary that, when calculated on an hourly basis, is less than eight times the hourly wage rate of the lowest paid full-time employee.
- (d) The definitions of *service contract*, *financial assistance agreement*, or *City facility agreement* shall be liberally interpreted so as to further the policy objectives of this Division.

(Added 6-6-2005 by O-19386 N.S.)

(Amended 11-24-2008 by O-19809 N.S.; effective 1-1-2010.)

(Amended 2-26-2014 by O-20352 N.S.; effective 3-28-2014.)



**§22.4220 Payment of Living Wage and Provision of Benefits**

- (a) *Covered employers* subject to this Division must pay *covered employees* the hourly wage rate and *health benefits rate* posted on the *City's* web site for that fiscal year.
- (b) The hourly wage rates will be upwardly adjusted each July 1 to reflect the change in the Consumer Price Index for All Urban Consumers for the San Diego – Carlsbad – San Marcos Metropolitan Statistical Area for the twelve-month period preceding December 31. The *health benefits rate* will be consistent with the *Affordable Care Act* and any other applicable federal and state law provisions. Prior to April 1 of each year, the *City* will calculate the new rates and provide notice to all *covered employers* by posting on the *City's* web site the rates in effect for the next fiscal year.
- (c) *Covered employers* must provide to each *covered employee* a minimum of ten days per year of *compensated leave*. *Compensated leave* must vest as accrued, in accordance with applicable state law. Part-time employees must accrue *compensated leave* at a rate proportional to full-time employees. *Covered employees* must be eligible to use accrued days off after the first six months of employment or consistent with employer policy, whichever is earlier.
- (d) *Covered employers* must also permit *covered employees* to take a minimum of ten additional days of uncompensated leave per year to be used for sick leave for the illness of the *covered employee* or a member of his or her immediate family, where the *covered employee* has exhausted all accrued *compensated leave*. This section does not mandate the accrual from year to year of uncompensated days off.
- (e) *Covered employers* must pay *covered employees* the state prevailing wage rate as specified in section 22.3019 if the prevailing wage rate is higher than the wage rate specified in this Division. For purposes of this section, “wage rate” means the sum of required hourly wages, *health benefits*, and *compensated leave*.

(Added 6-6-2005 by O-19386 N.S.)

(Amended 2-26-2014 by O-20352 N.S.; effective 3-28-2014.)

**§22.4225 Reporting and Notification Requirements**

- (a) Every *service contract, financial assistance agreement, and City facility agreement* must require that the party contracting with the *City* be subject to the terms of this Division and all regulations and rules promulgated under this Division and that all applicable subcontractors, sublessees, and concessionaires comply with the terms of this Division and all regulations and rules promulgated under this Division.
- (b) Each *covered employer* must annually distribute a notice with the first paycheck to occur after July 1 to its *covered employees* of the requirements of this Division, the possible availability of health insurance coverage under the *Affordable Care Act*, and the possible availability of the Earned Income Tax Credit.
- (c) Each *covered employer* must file a living wage certification with the *City Manager* within thirty days of becoming a *covered employer*. *Covered employers* must ensure that all applicable subcontractors, sublessees, and concessionaires file a living wage certification within thirty days of becoming covered by the requirements of this Division. The living wage certification must be completed on a form provided by the *City Manager*.
- (d) Each *covered employer* must file with the *City Manager* an annual report documenting compliance with this Division. The *covered employer* must maintain records documenting compliance for at least three years, but is not required to maintain records for more than seven years, after the *City's* final payment on the *service contract, financial assistance agreement, or City facility agreement*. Such records must be made available to the *City* upon request. The records to be maintained must include all wage records, proof of payment for *health benefits*, *covered employee* name, address, date of hire, job classification, rate of pay, cost and amount paid for *health benefits*, hours worked in each pay period, and paid and unpaid time off (accrued and used).
- (e) Each *covered employer* must post a notice informing *covered employees* of their rights under this Division, and any applicable exemptions from the hourly wage rate requirements of this Division. The poster must be at the site of work, or a site frequently accessed by *covered employees*, in a prominent and accessible place where it can easily be seen by *covered employees*. Each *covered employer* must update this notice annually and within thirty days of receiving notice from the *City* of the amended hourly wage rates under this Division.

(Added 6-6-2005 by O-19386 N.S.)

(Amended 11-24-2008 by O-19809 N.S.; effective 1-1-2010.)

(Amended 2-26-2014 by O-20352 N.S.; effective 3-28-2014.)

**§22.4230 Enforcement and Remedies**

- (a) A *covered employee* claiming a violation of this Division may file an action against a *covered employer* in a court of competent jurisdiction within three years after discovery of the alleged violation.
- (b) The court may award the following monetary damages to a *covered employee* who proves a violation of this Division:
  - (1) For failure to pay the required hourly wage on applicable *service contracts, financial assistance agreements, and City facilities agreements*, the difference between the hourly wage required by this Division and the amount actually paid to the *covered employee*, plus interest, and penalties for *willful violations*.
  - (2) For failure to pay the *health benefits rate* on applicable *service contracts, financial assistance agreements, and City facilities agreements*, the difference between the *health benefits rate* required by this Division and the amount actually paid towards the *health benefits rate* for the *covered employee*, plus interest, and penalties for *willful violations*.
  - (3) For retaliation for exercise of any rights provided for under this Division, reinstatement, back pay, or any other relief that a court may deem appropriate.
  - (4) For a *willful violation* of this Division, a penalty of up to three times the amount of damages awarded pursuant to section 22.4230(b)(1) and/or (b)(2).
  - (5) Reasonable attorneys' fees and costs to a *covered employee* who prevails in any such private action.
- (c) The court may award reasonable attorneys' fees to a *covered employer* who prevails if the *covered employee's* suit is found to be frivolous.
- (d) A *covered employer* shall not:
  - (1) Retaliate against a *covered employee* who alleges non-compliance with this Division or cooperates with an investigation regarding compliance with this Division. Retaliation includes but is not limited to *unfair immigration-related practices*, or any other discriminatory practice that violates federal or state law; or

- (2) Discharge, reduce in compensation, or otherwise discriminate against any *covered employee* for complaining with regard to the *covered employer's* practices with respect to this Division, for opposing any practice proscribed by this Division, for participating in proceedings related to this Division, for seeking to enforce his or her rights under this Division by any lawful means, or for otherwise asserting rights under this Division.
- (e) A *covered employee* claiming a violation of the Division may file a complaint with the *City*. The *City* shall investigate and address any alleged violation of this Division's requirements, and shall convey the results of the investigation to the complainant within sixty days, with reasonable thirty-day extensions. However, the *City's* failure to investigate an alleged violation or otherwise enforce any of the provisions of this Division does not create any right of action to recover damages from the *City* by any person, including but not limited to an aggrieved *covered employee*.
- (f) Whether based upon a complaint or otherwise, where the *City Manager* has determined that a *covered employer* has violated this Division, the *City Manager* shall issue a written notice to the *covered employer* that the violation is to be corrected within thirty days. If the *covered employer* does not demonstrate to the *City Manager* within such period that it has substantially cured any material violation, the *City Manager* shall take one or more of the following enforcement actions:
  - (1) Declare a material breach of the *service contract*, *financial assistance agreement*, or *City facility agreement* and exercise the *City's* contractual remedies, which are to include, but not be limited to, suspension or termination of the *service contract*, *financial assistance agreement*, or *City facility agreement* and the return of monies paid by the *City* for services not yet rendered.
  - (2) Institute proceedings under Chapter 2, Article 2, Division 8 to debar the *covered employer* from future *City* contracts for three years or until all penalties or restitution have been fully paid, whichever occurs last.
  - (3) Request a determination of non-responsibility under Chapter 2, Article 2, Division 30.
  - (4) Request that the City Attorney bring a civil action against the *covered employer* seeking any legal remedies, including but not limited to:

- (A) Where applicable, payment to the *covered employee* of all unpaid wages or *health benefits* prescribed by this Division, plus interest;
  - (B) A fine payable to the *City* in the amount of up to one hundred dollars (\$100) per *covered employee* for each violation for each day the violation remains uncured; and
  - (C) The *City's* administrative costs.
- (5) Refer violations of this Division to appropriate local, state, and/or federal agencies and authorities.
- (g) If a *covered employer* is determined by the *City Manager* to have violated this Division two or more times in a two-year period, the *City Manager* shall take enforcement action pursuant to section 22.4230(f), even if the *covered employer* has substantially cured any material violations.
- (h) A violation of this Division is not subject to prosecution as a misdemeanor or infraction, notwithstanding any other provision of this Code.
- (i) This Division is not to be construed to limit a *covered employee's* right to bring legal action for a violation of any other laws concerning wages, hours, or other standards or rights, nor is exhaustion of remedies under this Division a prerequisite to the assertion of any other such right.

(“Enforcement” added 6-6-2005 by O-19386 N.S.)

(Amended 11-24-08 by O-19809 N.S; effective 12-24-2008.)

(Retitled to “Enforcement and Remedies” and amended 2-26-2014 by O-20352 N.S.; effective 3-28-2014.)

## §22.4235 Administration

- (a) The *City Manager* shall develop and implement administrative policies, rules, and regulations to carry out the intent of this Division, including procedures for handling complaints by *covered employees*. The *City Manager* shall monitor compliance, including conducting periodic reviews of appropriate records maintained by *covered employers* to verify compliance and to investigate claimed violations. To secure compliance with this Division, the *City Manager* is authorized to take any appropriate enforcement action pursuant to Chapter 1, Article 2, Division 1 of this Code.

- (b) The *City Manager* is authorized to create a citizens advisory committee for the purpose of making recommendations regarding how the policies and purposes of this Division may be advanced.
- (c) On July 1 of each year, or as soon thereafter as is practicable, the *City Manager* shall submit an annual report to the City Council generally describing the effects of the City of San Diego Living Wage Ordinance upon the *City*.

*(Added 6-6-2005 by O-19386 N.S.)*

*(Amended 11-24-2008 by O-19809 N.S.; effective 1-1-2010.)*

*(Amended 2-26-2014 by O-20352 N.S.; effective 3-28-2014.)*

#### **§22.4240 Collective Bargaining Agreements**

The provisions of this Division shall not be superseded by any collective bargaining agreement unless the supersession is specifically agreed to in writing by the parties to the collective bargaining agreement.

*(Added 6-6-2005 by O-19386 N.S.)*

*(Amended 2-26-2014 by O-20352 N.S.; effective 3-28-2014.)*

#### **§22.4245 Severability**

All provisions in this Division are intended to be consistent with all applicable federal and state laws. If any provision of this Division is declared legally invalid by a final judgment rendered in a court of competent jurisdiction, the provision declared invalid shall be deemed to be severable to the extent that the remaining provisions of this Division can be enforced in a manner that substantially carries out the objectives of this Division.

*(Added 6-6-2005 by O-19386 N.S.)*

*(Amended 2-26-2014 by O-20352 N.S.; effective 3-28-2014.)*

# LWO Synopsis for Fiscal Year 2014

**APPLIES** in three types of contractual situations:

- **City service contracts** of any value or length of time.
- **Facility Agreements** defined as Petco Park, San Diego Sports Arena, Qualcomm Stadium, San Diego Convention Center, San Diego City Concourse, and San Diego Civic Theatre with term over 90 days and annual value over \$25,000.
- **Financial Assistance Agreements** defined as direct financial assistance to encourage, facilitate, support or enable economic development, job creation, or job retention when combined value over five years is \$500,000 or more; and tourism, arts, and cultural programs with annual value of \$750,000 or more.

**REQUIRES** a covered employer to:

- pay covered employees at the Fiscal Year 2014 rate of \$11.65/hour plus \$2.34/hour toward health benefits for total of \$13.99 (rate adjusted annually on July 1);
- provide covered employees 10 compensated and 10 additional uncompensated days off per year;
- submit a signed *Certification of Compliance* for each agreement
- allow City to inspect LWO records;
- inform employees of availability of Affordable Care Act and their possible right to Federal Earned Income Tax Credit;
- maintain wage and benefit records for covered employees (for 3 years after final payment); and
- prohibit retaliation against an employee for allegation of LWO non-compliance.

**EXEMPTION REQUESTS** may be applied for by contractors and subcontractors if:

- the business employs a total of 12 or fewer employees, including parent and subsidiaries;
- the business is organized under IRS section 501(c)(3) and highest officer's pay is less than eight times lowest workers pay;
- the LWO is specifically superseded in a collective bargaining agreement; or
- academic credit or job training is expressly provided.

Request must be submitted on *LWO Application for Exemption* form and include required documentation. Exemptions are subject to LWO Program approval.



**NOT COVERED BY LWO** are:

- contracts subject to Federal or State laws or regulations that preclude LWO applicability;
- cooperative procurement contracts, contracts for services by other governmental entities, or contracts where the City shares management authority with other jurisdictions;
- public works construction contracts;
- contracts for purchase of goods, property, or lease of property with City as lessee unless included services are more than incidental;
- contracts for design, engineering, financial, legal, technical, banking, operating, management, advertising, medical or other professional services; and
- contracts where compliance with the LWO is not in the best interests of the City as certified by the Mayor and approved by the City Council.



**CITY OF SAN DIEGO**

**RULES IMPLEMENTING THE LIVING WAGE ORDINANCE**

Effective date July 1, 2006; revision date March 28, 2014

**LIVING WAGE PROGRAM**

202 C Street, M.S. 9A, San Diego, CA 92101  
Phone: (619) 236-6682 Fax: (619) 533-3240

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## RULES IMPLEMENTING THE LIVING WAGE ORDINANCE

The purpose of these Rules Implementing the Living Wage Ordinance [Rules] is to provide guidance for *covered employers* to comply fully with the requirements of the City of San Diego's Living Wage Ordinance, Chapter 2, Article 2, Division 42 of the San Diego Municipal Code (SDMC) [the Living Wage Ordinance or simply "LWO"]. These Rules are intended as an administrative aide to carry out the intent of the LWO and should not be construed to extend, modify, or otherwise alter the substantive provisions of the LWO.

### A. DEFINITIONS

In addition to the definitions in SDMC §22.4205, the following definitions shall apply in these Rules (several terms found in Section 22.4205 are duplicated here for convenience):

***Bidder*** means a person or firm who submits a bid, proposal, or other document to the City seeking award of a contract.

***Business*** means any corporation, partnership, limited liability corporation, joint venture, sole proprietorship, association, or trust, other than a public entity.

***City*** means the City of San Diego, its organizational subdivisions, agencies, offices, or boards, but does not include independent agencies, such as the Housing Authority and the Retirement Board, each of which is encouraged to adopt its own living wage policy.

***City facility*** means any of the following facilities that are owned, operated, managed, or leased by the *City*:

- (a) Petco Park;
- (b) Qualcomm Stadium;
- (c) San Diego Sports Arena;
- (d) San Diego Convention Center;
- (e) San Diego City Concourse; or
- (f) Civic Theatre, including the portion of the Civic Center Plaza directly adjacent to the Civic Theatre when theatre-related activities are held there. This subsection is not intended to extend the Living Wage Ordinance to other structures located in the Civic Center Plaza.

***City facility agreement*** means an agreement between the *City* and a *business* for the lease, use, or management of a *City facility*. *City facility agreement* includes:

- (a) subleases or other agreements for use of the *City facility* for 30 days or more in any

calendar year; and

- (b) subcontracts and concession agreements for *services* at the *City facility* with a combined annual value of payments in excess of \$25,000 for any single subcontractor or concessionaire, and with a term of more than 90 days.

***City facility employer*** means any *business* that has entered into a *City facility agreement*. For the purposes of this Division, *City facility employer* includes any sublessee, subcontractor, or concessionaire that retains employees to provide *services* at a *City facility*.

***City Manager*** means the City Manager and his/her delegates and representatives.

***Compensated leave*** means any paid sick leave, vacation leave, or personal leave provided by a *covered employer* to a *covered employee*. *Compensated leave* does not include paid holidays that are provided by a *covered employer* under the *covered employer's* established policy.

***Complaint*** means a report of an alleged violation of the LWO whether from a *covered employee* or otherwise alleged.

***Covered employee*** means:

- (a) any individual employed on a full-time, part-time, temporary, or seasonal basis by:
  - (1) a *service contractor* with regard to any hours worked in performance of a *service contract*;
  - (2) a *financial assistance recipient* who works at least 20 hours a month at the site that is the subject of the *financial assistance agreement* or at least 20 hours a month on the program that is the subject of the *financial assistance agreement*; or
  - (3) a *City facility employer* with regard to any hours worked at a *City facility*.
- (b) *Covered employee* does not include:
  - (1) a supervisor or manager;
  - (2) an individual who, in addition to wages, receives academic credit for their work from an accredited educational institution;
  - (3) an individual who participates in job training and education programs that have as their express purpose the provision of basic job skills or education;
  - (4) an owner of a *business*; and
  - (5) an “executive, administrative, or professional employee” who, as described in California Labor Code Section 515(a):

- (a) customarily and regularly exercises discretion and independent judgment in performing duties;
- (b) meets the criteria of “executive, administrative, or professional employee” for at least one-half of work time; and
- (c) earns a monthly salary equivalent to no less than two times the California minimum wage for full-time employment.

If the description of an “executive, administrative, or professional employee” is amended in the California Labor Code, such description shall also apply to these Rules.

***Covered employer*** means any *service contractor, financial assistance recipient, or City facility employer*, or any authorized agent thereof.

***Financial assistance agreement*** means an agreement between the *City* and a *business* to provide direct financial assistance with the expressly articulated and identified purpose of encouraging, facilitating, supporting, or enabling: (a) economic development, job creation, or job retention; or (b) tourism, arts, and cultural programs. Direct financial assistance includes funds, below-market loans, rebates, deferred payments, forgivable loans, land write-downs, infrastructure or public improvements, or other action of economic value identified in the *financial assistance agreement*. Financial assistance does not include below-market leases to non-profit organizations or indirect financial assistance, such as that provided through broadly applicable tax reductions or services performed by *City* staff. *Financial assistance agreement* includes subcontracts to perform *services* at the site that is the subject of the *financial assistance agreement* or for the program that is the subject of the *financial assistance agreement*.

***Financial assistance recipient*** means any *business* that has entered into a *financial assistance agreement*. For the purposes of this division, *financial assistance recipient* includes all subcontractors retained by a *business* to perform *services* at the site that is the subject of the *financial assistance agreement* or for the program that is the subject of the *financial assistance agreement*.

***Health benefits*** means benefits related to medical, dental, vision, and other health services, and excludes benefits related to retirement, disability, accidental death and dismemberment insurance, and life insurance.

***Health benefits rate*** means a minimum dollar amount per hour toward the cost of *health benefits* for *covered employees* and their dependents.

***Incidental services*** means services that are:

- (a) part of an agreement for whose primary purpose is to purchase or rent goods or equipment; and
- (b) performed on a non-recurring and irregular basis. Services are not incidental, even if

the primary purpose of the agreement is to purchase goods or equipment, if the agreement provides that services are to be performed on a regular schedule.

**Managerial employee** and **supervisory employee** both mean a person compensated above the living wage rate and who has authority to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other subordinate employees, or the responsibility to direct them, adjust their grievances, or recommend such action, if the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

**Prime service contractor** means any *business* that enters into a contract for *services* directly with the *City*. For any contract subject to the LWO, a *prime contractor* must use its own employees to perform at least fifty percent (50%) of the work described in the contract.

**Service contract** means a contract between the *City* and a *business*, and any applicable subcontracts or franchises, to furnish *services*. For purposes of this Division, *service contract* includes all contracts for *services* provided through the managed competition program under Charter section 117(c).

**Service contractor** means any *business* that has been awarded a *service contract* subject to this Division. For the purposes of this Division, *service contractor* includes all subcontractors or franchisees retained by a *business* to perform any or all of the functions covered by a *service contract*. Subcontractors include sublessees and concessionaires.

**Services** means the following types of employment activities and any other non-managerial, non-supervisory, or non-professional services that are consistent with the intent of this Division and designated in a *City facility agreement*, *financial assistance agreement*, or *service contract*:

- (a) Automotive repair and maintenance;
- (b) Cashiers;
- (c) Child care;
- (d) Concessions/retail sales;
- (e) Facility and building maintenance;
- (f) On-site food service/preparation;
- (g) Janitorial, custodial, street cleaning, and housekeeping;
- (h) Landscaping;
- (i) Laundry services;
- (j) Office/clerical;

- (k) Parking services;
- (l) Pest control;
- (m) Security services;
- (n) Ushers and wheelchair attendants;
- (o) Ticket takers;
- (p) Warehouse workers;
- (q) Waste collection and waste disposal, including recycling;
- (r) Right-of-way maintenance; and
- (s) Water and wastewater maintenance.

***Unfair immigration-related practice*** has the same meaning as in California Labor Code section 1019(b)(1).

***Wages*** means the amount paid to a *covered employee* as compensation for labor performed. The term does not include any amount paid to a *covered employee* not directly related to the labor performed, such as for parking, uniforms, meals, and contributions to retirement plans.

***Willful violation*** means a *covered employer's* intentional failure or refusal to perform an act which is required under this Division. Such failure or refusal need not be based on a deliberate malicious purpose or intent to defraud. A *covered employer's* failure or refusal to comply with this Division is prima facie evidence of a *willful violation* if the contract for *services* states that this Division applies.

## **B. APPLICABILITY OF LWO**

**1. Types of Covered Agreements.** The LWO's provisions apply only to the following types of agreements with the *City*: *service contracts*, *City facility agreements*, and *financial assistance agreements*.

### **a. Service Contracts.**

- (1) Compliance with the LWO is required during the term of any *service contract* or any applicable subcontract.
  - (a) A *service contract* with a combined annual value of payment of \$25,000 or less is not covered if it was entered into, awarded, amended, renewed or extended before April 1, 2014.
  - (b) A *service contract*, or applicable subcontract, that was previously exempt

because it did not meet the monetary threshold before April 1, 2014, becomes subject to the LWO if contract payments later exceed \$25,000 in a year.

- (c) A *service contract*, or applicable subcontract, that was previously exempt because it did not meet the monetary threshold before April 1, 2014, may become subject to the LWO if it later is amended, modified, renewed or extended.
- (d) For any contract subject to the LWO, a *prime contractor* must use its own employees to perform at least fifty percent (50%) of the work described in the contract.
- (e) The provision of *incidental services* do not subject agreements for the purchase or rental of property, goods or equipment to the LWO.
- (2) *City* agreements that may otherwise be deemed a *service contract* are not subject to the requirements of the LWO unless they involve expenditures of funds entirely within the *City's* control.
- (3) Contracts for *services* that are to be performed on an as-needed basis are subject to the LWO.
- b. **City Facility Agreements.** *City facility agreement* means an agreement between the *City* and a *business* for the lease, use, or management of a *City facility*. *City facility agreements* apply to Petco Park; Qualcomm Stadium; San Diego Sports Arena; San Diego Convention Center; San Diego City Concourse; and the Civic Theatre, including the portion of the Civic Center Plaza directly adjacent to the Civic Theatre when theatre-related activities are held there (but not other structures located in the Civic Center Plaza). A *City facility agreement* also includes:
  - (1) Subleases or other agreements between a *City facility* entity and another *business* for use of the *City facility* for 30 days or more in any calendar year.
  - (2) Subcontracts and concession agreements between a *City facility* entity and another *business* for *services* at the *City facility* with a combined annual value of payments in excess of \$25,000 for any single subcontractor or concessionaire, and with a term of more than 90 days. In determining whether a contract for *services* at a *City facility* exceeds \$25,000 annually, the total amount of the contract shall be calculated by adding together the amount provided for in the original contract and all amendments, modifications, renewals, or extensions. As-needed contracts become subject to the LWO when the expended amount exceeds \$25,000.
- c. **Financial Assistance Agreements.** *Financial assistance agreements* are subject to the LWO under either of the following conditions:
  - (1) The *financial assistance agreement* is for economic development, job creation,



or job retention and has a combined value over a period of five years of \$500,000 or more. Compliance with the LWO must continue for a period of 5 years after the threshold amount has been received by the *business*.

- (2) The *financial assistance agreement* is for tourism, arts, and cultural programs and has a combined annual value of \$750,000 or more. Compliance with the LWO must continue for one year after the threshold amount has been received by the *business*.

2. **Presumption of Coverage.** An agreement, request for proposal, request for bid, or request for quote for any of the agreements in the foregoing paragraph [Rules, B.1] is presumed to be covered by the LWO unless specifically exempted by the LWO.
3. **Final Authority.** The Purchasing & Contracting Director has the final authority in determining whether an agreement is subject to the LWO.

## C. EXEMPTIONS

1. **Categorical Exemptions.** Except for *City facility agreements*, which are not exempt from LWO requirements, the following categories of agreements shall be exempt from the LWO:
  - a. Contracts subject to federal or state law or regulations that preclude applicability of the LWO's requirements.
  - b. Contracts where the *City* shares management authority with other jurisdictions unless all those jurisdictions agree to the applicability of the LWO to the contract.
  - c. Contracts for *services* by other governmental entities.
  - d. Contracts for public works construction.
  - e. Cooperative procurement contracts.
  - f. Contracts for purchase of goods, property, or a lease of property, unless the contract includes a component for services that are more than *incidental services*.
  - g. Contracts for professional services, as described in California Labor Code Section 515(a), such as design, engineering, financial, technical, legal, banking, medical, management, operating, advertising, or other services.
  - h. Contracts where compliance with the LWO is not in the best interests of the *City* as certified by the *City Manager* and approved by the City Council.
2. **Exemptions Requiring City's Approval.** In order to qualify for the following exemptions, contractors must submit an Application for Exemption on the form included in Appendix B. The exemption is not valid until the Living Wage Manager approves the contractor's application. The following may be exempt from the LWO upon the City's

approval:

- a. The *business* employs 12 or fewer employees for each working day in each of 20 or more calendar weeks in the current or preceding calendar year, and the *City* determines that the *business*, including its subcontractors, will not need to retain more than 12 employees to perform work related to the subject agreement.
  - (1) The number of employees includes:
    - (a) The contractor's employees as of the date the contract is signed;
    - (b) The employees the contractor reasonably believes it will hire during the course of the contract, whether those employees will work on the *City* contract or not;
    - (c) The employees of the contractor's parent and subsidiary entities; and
    - (d) The employees of any *subcontractors* the contractor proposes to use to perform all or a portion of the service covered by the contract.
  - (2) Along with the Application for Exemption, the contractor must provide written documentation of the number of employees. Acceptable documentation shall include a letter on the contractor's letterhead and signed by an officer who is authorized to legally bind the entity and a copy of the firm's State of California Employment Development Department Quarterly Contribution Return and Report of Wages (Continuation) [form DE9C].
  - (3) A previously exempt contract may later become subject to the LWO if the number of employees exceeds 12 as calculated according to these Rules.
- b. A *business* organized under section 501(c)(3) of the United States Internal Revenue Code, 26 U.S.C. section 501(c)(3) to provide community-based social services, other than child care services. Such *businesses* must provide the following additional documents in support of an Application for Exemption:
  - (1) A copy of the most recent IRS letter indicating that the *business* is recognized as a non-profit corporation under section 501(c)(3) of the United States Internal Revenue Code.
  - (2) A statement showing that the *business*' highest paid officer's salary, when calculated on an hourly basis, is less than eight times the hourly wage rate of the lowest paid full-time employee.
    - (a) The "lowest paid full-time employee" refers to the lowest paid full-time employee of the *business*, regardless of whether that employee works on the *City* agreement.
    - (b) In calculating the salary of the highest paid officer and the wage rate of the

lowest paid full-time employee, items such as cash allowances for car expenses, meals, parking, or the value of pension plan contributions shall not be included.

- c. **Collective Bargaining Agreement:** A collective bargaining agreement may exempt a contract from the LWO provided such waiver or exemption is explicitly stated in the collective bargaining agreement.
  - (1) If the collective bargaining agreement does not specifically indicate that it is exempt from, or waives, the provisions of the LWO, the employer shall submit written confirmation from the union representing the employees that the union and the employer have agreed that the collective bargaining agreement supersedes the LWO.
  - (2) The provisions of the LWO shall not be interpreted to require an employer to reduce the wages and benefits required by a collective bargaining agreement.
- d. **Negotiation of Collective Bargaining Agreement:** An employer subject to the LWO may apply for provisional exemption from the LWO if the employer and the union are engaged in negotiations and the issue of supersession of the LWO has been proposed. If provisional exemption status is granted, it is valid until the end of the negotiation process.
  - (1) The employer must provide sufficient documentation with the application and shall provide status reports upon request from the *City*.
  - (2) At the end of the negotiation process, the employer shall provide the Living Wage Manager with a copy of the final collective bargaining agreement to verify whether it supersedes the LWO and the effective dates.
    - (a) If the final collective bargaining agreement supersedes the LWO, the employer shall be exempt for the time period covered by the effective dates. However, the employer remains subject to all applicable provisions of the LWO for the time period not covered by that collective bargaining agreement and if the employer has not complied with the LWO during the time period not covered by that collective bargaining agreement, the employer shall make retroactive corrections.
    - (b) If the final collective bargaining agreement does not supersede the LWO, the employer shall be required to comply with all applicable LWO requirements, including the wage and benefits provisions. Compliance shall also be required retroactively to the date the employer first became subject to the LWO. If necessary, the employer shall provide retroactive payments to *covered employees*.

- 3. Determination of Exemption.** The Living Wage Manager shall review Applications for Exemption and, upon approval from the Purchasing & Contracting Director, provide a final determination within 10 working days after receipt of all forms, documentation, and,

if necessary, legal opinions.

- a. A determination by the Living Wage Manager that a bidder or employer is exempt from the LWO exempts the bidder or employer only for the agreement for which the application was submitted. Approval does not exempt the bidder or employer for any other bid or agreement.
- b. An exemption approval does not extend to any *subcontractor* unless the *subcontractor* separately applies for and is granted an exemption from the LWO or unless the Living Wage Manager has categorically exempted the agreement.
- c. If the Living Wage Manager categorically exempts an agreement from the LWO, then neither the prime contractor nor any *subcontractor* working on the agreement will be subject to the LWO.

4. **Liberal Interpretation of Definitions.** In accordance with SDMC §22.4215(d), the definitions of *service contract*, *financial assistance agreement*, or *City facility agreement* shall be liberally interpreted so as to further the policy objectives of the LWO.

## **D. EMPLOYER REQUIREMENTS**

All *covered employers*, including subcontractors, who perform work or provide *services* pursuant to an agreement that is subject to the LWO are subject to requirements of the LWO and these Rules.

### **1. LWO Requirement of Minimum Compensation.**

- a. *Covered employers* must pay *covered employees* a “living wage” which shall be the amount as defined in the LWO and as specified in Appendix A. If the *covered employer* offers no health benefits, the *covered employer* shall pay the *covered employee* the full cash living wage rate. If the *covered employer* offers health benefits in order to satisfy the requirements of the LWO, the terms must be in accordance with the LWO and these Rules.
- b. The Living Wage Manager shall upwardly adjust the wage rate and *health benefits rate* each fiscal year, effective July 1, to reflect the change in the regional Consumer Price Index for All Urban Consumers. The Living Wage Manager shall provide notice of the new wage rate and *health benefits rate* by publishing an announcement of such rate adjustments on the *City’s* website prior to April 1 of each year.
- c. *Covered employers* are required to pay the living wage rate and benefits to *covered employees* working on the *City* agreement for each hour the *covered employee* works on the subject agreement. Benefits include health benefits or cash equivalent, *compensated leave* time, and uncompensated days off.
- d. A *covered employer* shall not use tips or gratuities earned by a *covered employee* to offset the wage rate required by the LWO.

- e. When a contract is subject to the requirements of both Living Wage and Prevailing Wage laws, the *covered employer* must pay a *covered employee* the higher wage rate as determined by the sum of required hourly wages, *health benefits* and *compensated leave*.

**2. LWO Health Benefits.** *Covered employers* may pay *covered employees* the living wage either fully in cash or as a cash payment for the wage rate combined with a health benefits payment of a minimum dollar amount per hour toward the cost of health benefits as defined in the LWO and these Rules.

- a. If the *covered employer* elects not to provide health benefits, the *covered employer* must pay the full cash wage, as specified in Appendix A, to a *covered employee*.
- b. If the *covered employer* elects to provide a *covered employee* with health benefits, proof of the provision of health benefits must be submitted to the Living Wage Manager no later than 10 calendar days after a request for such documentation.
  - (1) If the submitted documentation does not demonstrate that health benefits are provided in accordance with the LWO, the *covered employer* will be considered to be out of compliance with the LWO until sufficient documentation is received.
  - (2) In addition to remedies provided for by the LWO, failure to provide the requested information may result in payment being withheld until documents are submitted.
- c. If the *covered employer* elects to provide health benefits through a plan costing less than the minimum dollar amount per hour as specified in the LWO, the difference shall be added to the *covered employee's* hourly wage rate as a cash payment.
- d. A co-premium may be required of a *covered employee* only if the cost of health benefits is greater than the minimum dollar amount per hour as specified in the LWO.

**3. Compensated and Uncompensated Leave.** A *covered employer* must provide a *covered employee* working on the *City* agreement at least 10 compensated leave days per year for sick leave, vacation leave, or personal leave, and 10 additional uncompensated days off per year for sick leave for illness of the *covered employee* or an immediate family member, when the *covered employee* has exhausted all accrued compensated leave days off.

- a. A full-time *covered employee* shall accrue a minimum of 10 compensated leave days per year based on the *covered employee's* regularly scheduled work hours. A part-time *covered employee* shall accrue compensated leave days in increments proportional to that accrued by a full-time *covered employee*.
  - (1) A *covered employer* may not unreasonably deny a *covered employee's* request to use an accrued compensated leave.
  - (2) A *covered employee's* request for time off is presumed to be a request for paid

time off unless the *covered employee* specifically asked for unpaid time off.

- (3) A *covered employee* shall be eligible to use accrued compensated leave after the first 6 months of employment or consistent with company policy, whichever is sooner.
  - (4) A *covered employee* shall accrue compensated leave unless the *covered employee* has been on a leave of absence without pay for over 30 calendar days.
  - (5) Upon return to work following an unpaid leave of absence of more than 30 calendar days, a *covered employee* shall begin to accrue compensated leave at the appropriate applicable full-time or part-time rate.
- b. Paid holidays that are provided under established employer policy shall not be counted toward the provision of the 10 compensated leave days.
- (1) Payment of premium pay for work performed on a holiday does not constitute compensated leave for purposes of the LWO.
  - (2) For a holiday to qualify as one of the minimum 10 compensated leave days required under the LWO, a *covered employee* who works on a holiday must be allowed to take another paid day off in lieu, even if the *covered employee* is provided with premium pay for the hours worked on the holiday.
- c. Unused compensated leave accrued by a *covered employee* working on a subject agreement shall be carried over for at least one year, with the carryover date based on the date of accrual.
- d. The LWO does not require the *covered employer* to cash out compensated leave upon a *covered employee's* termination unless otherwise required by law.
- e. A *covered employer* may choose to provide *covered employees* with more compensated leave than is required under the LWO.
- f. The Living Wage Manager, upon approval from the Purchasing & Contracting Director, may allow a *covered employer's* established compensated leave policy to remain in place, even though it does not meet the accrual rate and eligibility deadlines required in these Rules, if the Living Wage Manager determines all of the following conditions are met:
- (1) The *covered employer's* established policy provides *covered employees* with more than 10 paid days off per year;
  - (2) At least a portion of the paid days off are available for use by *covered employees* within the first year of employment; and
  - (3) The Living Wage Manager determines requiring the covered employer to change its policy to comply with these Rules will result in *covered employees* receiving



fewer benefits.

- g. At least 10 uncompensated days off shall be made available, as needed, for personal or immediate family illness after a *covered employee* has exhausted his or her compensated leave days.
- h. A *covered employer* working on or under the authority of a *City* agreement who fails to provide *covered employees* with compensated leave in accordance with the LWO shall provide the affected *covered employees* with the time off retroactive to the effective date of the agreement or amendment. A *covered employer* required to provide *covered employees* with compensated leave retroactively shall:
  - (1) Calculate the amount of compensated leave the *covered employee* should have accrued under the LWO and pay the *covered employee* the cash value at the correct wage rate due to the *covered employee* when the compensated leave should have accrued. Such calculation shall be subject to approval by the Living Wage Manager.
  - (2) Calculate the amount of uncompensated time off that the *covered employee* should have accrued under the LWO and add the additional amount of uncompensated leave to the uncompensated leave already accrued by the *covered employee*.

**4. LWO Notice to Employees.** A *covered employer* shall annually distribute to its *covered employees* with the first paycheck to occur after July 1 a copy of the LWO Notice to Employees included in Appendix B to ensure *covered employees* are advised of the adjusted wage and health benefits rates.

- a. A *covered employer* shall notify each current *covered employee* and each new *covered employee* at time of hire, of his or her rights under provisions of the LWO by providing *covered employees* with a copy of the LWO Notice to Employees in Appendix B.
- b. *Covered employers* shall post a notice to *covered employees* in a prominent place in an area frequented by *covered employees* informing them of any applicable exemptions from the LWO.

**5. Affordable Care Act (ACA).** Within 30 days of commencement of work on a *City* agreement or subcontract subject to the LWO the *covered employer* shall inform all *covered employees* of the possible availability of health insurance coverage under the Affordable Care Act (ACA). Annually with the first paycheck to occur after July 1, a *covered employer* shall distribute information regarding ACA with employee paychecks.

**6. Federal Earned Income Tax Credit (EITC).** Within 30 days of commencement of work on a *City* agreement or subcontract subject to the LWO the *covered employer* shall inform all *covered employees* of their possible right to EITC. Annually with the first paycheck to occur after July 1, a *covered employer* shall distribute information regarding EITC with employee paychecks.

## **7. Reporting Requirements.**

- a. Each *covered employer* shall file an LWO Certification of Compliance with the Living Wage Manager within 30 days of becoming a *covered employer*.
  - (1) *Covered employers* are required to ensure that all applicable *subcontractors* file an LWO Certification of Compliance within 30 days of becoming covered by the LWO.
  - (2) The LWO Certification of Compliance shall be completed on the form included in Appendix B.
  - (3) Failure to file an LWO Certification of Compliance may result in payment being withheld until the document is submitted.
- b. *Covered employers* shall maintain, and shall require subcontractors covered by the LWO to maintain, payroll records on *covered employees* containing the following information:
  - (1) Name.
  - (2) Address.
  - (3) Date of hire.
  - (4) Job classification.
  - (5) Rate of pay.
  - (6) Hours worked in each pay period with time on LWO-covered contracts clearly indicated.
  - (7) Cost and amount paid for health benefits.
  - (8) Compensated leave days (accrued and used) and uncompensated leave days (accrued and used).
- c. *Covered employers* and subcontractors must maintain the records referred to in these Rules to document compliance with the LWO for at least 3 years after the *City's* final payment on the contract.
- d. *Covered employers* and subcontractors shall make these records available for inspection to the *City* upon request. *Covered employers* shall make a *covered employee's* individual records available for inspection to the *covered employee* upon such a request.

## **8. Contractor Annual Reports.** Each *covered employer* shall file an annual report with the



Living Wage Manager regarding compliance with the LWO. The Living Wage Manager shall send correspondence to each covered employer with a format for completion of requested information and a due date. The *City* may require a *covered employer* to submit additional reports.

**9. City Access to Employer Records to Monitor Compliance with the LWO.** A *covered employer*, subject to the LWO, shall allow authorized *City* representatives access to work sites, upon request, to monitor compliance and investigate employee *complaints*. A *covered employer* shall submit, upon request, copies of payrolls, health benefit statements, and related documents to comply with the LWO. The *City* may require the *covered employer* to submit other documentation. Failure to submit documents or allow access to the work sites as requested may be deemed as non-compliance with the LWO. In addition to remedies provided for by the LWO, such non-compliance may result in a recommendation that the *covered employer's* subject agreement be terminated and/or payments to the *covered employer* be withheld until access is provided and documentation is submitted.

**10. Disclosure of Documents and Information.** Documents and information obtained in the course of administration of the LWO become *City* records. Disclosure is subject to provisions and limitations of the California Public Records Act. Consistent with the Public Records Act, documents and information obtained during the course of an investigation or inquiry shall remain confidential while the investigation or inquiry is ongoing.

**11. Subcontractors Subject to the LWO.** A subcontractor performing work or providing *services* on an agreement subject to the LWO shall also comply with the LWO unless the subcontractor qualifies for an exemption. A subcontractor may be subject to the LWO even if the prime contractor has been granted an exemption.

- a. A prime contractor must inform its subcontractor of the subcontractor's obligation to comply with the LWO. Language obligating the subcontractor to comply with the LWO shall be included in each subcontract between the prime contractor and the subcontractor. Regardless of whether such language is included in the subcontract, the subcontractor is obligated to comply with the LWO.
- b. If the *City* finds that an employer classified an employee as an independent contractor in order to avoid complying with the LWO, the Living Wage Manager may require the employer to comply with the LWO and/or recommend terminating the employer's agreement. The Living Wage Manager may consider the following factors in determining whether an employee is a bona fide independent contractor:
  - (1) Whether the employee has the right to control or discretion to determine how to perform the work required under the *City* agreement.
  - (2) Whether similar employees in the industry or field are customarily engaged as independent contractors for the type of work.
  - (3) Whether the employee has any substantial investment other than personal

services in the business.

- (4) Whether the employee has control over the time and place of work.
- (5) Whether the employee supplies his or her own tools or equipment, if they are normally used by persons engaged in such work.
- (6) Whether the subject employee hires employees.

## **E. ADMINISTRATIVE RECORDKEEPING AND REPORTS**

- 1. LWO Administrative Records and Reports.** The Purchasing & Contracting Director shall maintain a list of all subject and exempt agreements and a file of all *complaints*, findings, and results. The Purchasing & Contracting Director may provide special reports and recommendations on significant issues of interest to the City Council.
- 2. Report to Council.** In accordance with SDMC §22.4235(c), on July 1 of each year, or as soon thereafter as is practicable, the Purchasing & Contracting Director shall provide an annual report to the City Council generally describing the effects of the LWO upon the City.
- 3. Annual LWO Wage Rate Adjustment.** The hourly wage rates and health benefits rate shall be upwardly adjusted each July 1 to reflect the change in the regional Consumer Price Index for All Urban Consumers for the twelve-month period preceding December 31 of the previous year. Prior to April 1 of each year, the Living Wage Manager shall calculate the new rates and provide notice by posting on the *City's* website the rates in effect for the next fiscal year.

## **F. MONITORING AND INVESTIGATION**

These Rules will augment the *City's* normal and customary procedure for administering its contracts.

- 1. LWO Contract Language.** The Living Wage Manager will make available standard LWO contract language for agreements subject to the LWO.
- 2. Employer Monitoring.** The Living Wage Manager will monitor the operations of *covered employers* for compliance by conducting site visits and payroll reviews. The Living Wage Manager may review the provision of wages and health benefits by a *covered employer* as part of site visits. A *covered employer* shall cooperate with the Living Wage Manager when a meeting, a site visit, or documentation is requested. Cooperation includes providing:
  - a. Full access to the work site for employer and employee interviews.
  - b. Copies of certified payrolls, timesheets, health and benefit statements, employee policy manuals, and any other document that would assist in determining if a *covered employer* is providing or has provided the wages and health benefits required by the

LWO.

3. **Investigation in Response to Specific Concerns or Complaints.** Whether based upon a complaint or otherwise, the *City* shall initiate an investigation when there is a specific concern or complaint about a *covered employer* related to the LWO. If a *covered employee* alleges noncompliance with the LWO or retaliation by the *covered employer* as a result of an allegation, the *City* shall initiate an investigation pursuant to these Rules.
4. **Employer's Failure to Reasonably Cooperate.** If a *covered employer* fails to produce requested documentation, fails to allow access to the work site or the *covered employees* for employee interviews, or otherwise unreasonably fails to cooperate, the Living Wage Manager may consider the *covered employer* to be out of compliance with the LWO. In addition to remedies provided in the LWO, the Living Wage Manager may request payments to the *covered employer* be withheld until the *covered employer* cooperates.

## G. ENFORCEMENT

1. **Notice to Employer of LWO Violations.** Whether based upon a complaint or otherwise, if the Living Wage Manager determines that a *covered employer* is not in compliance with the LWO, the Living Wage Manager will issue a written notice to the *covered employer* that the violation is to be corrected within 30 days. Requests for reasonable extensions of time may be approved by the Living Wage Manager.
2. **Remedies.** If a *covered employer* has not demonstrated within 30 days that it has substantially cured any material violation of the LWO, the Living Wage Manager upon approval from the Purchasing & Contracting Director shall initiate one or more of the following:
  - a. Request the *City* to declare a material breach of the *service contract*, *financial assistance agreement*, or *City facility agreement* and exercise its contractual remedies including but are not limited to termination of the *service contract*, *financial assistance agreement*, or *City facility agreement* and the return of monies paid by the *City* for services not rendered.
  - b. Recommend debarment under Chapter 2, Article 2, Division 8 of the San Diego Municipal Code to debar the *covered employer* from future *City* contracts for a period of three years or until all penalties and/or restitution have been fully paid, whichever occurs last.
  - c. Request a determination of non-responsibility under Chapter 2, Article 2, Division 30 of the San Diego Municipal Code.
  - d. Request that the City Attorney bring a civil action against the employer seeking any legal remedies, including but not limited to:
    - (1) Where applicable, payment to the *covered employee* of all unpaid wages or *health benefits* prescribed by the LWO; and/or

- (2) A fine payable to the City in the amount of up to one hundred dollars (\$100) per *covered employee* for each day the violation remains uncured.
  - (3) The City's administrative costs.
- e. Refer violations of the LWO to appropriate local state, and/or federal agencies and authorities.
- 3. **Consequence for Two or More Violations.** If a *covered employer* is determined by the City to have violated the LWO two or more times in a two-year period, the City shall take enforcement actions described in San Diego Municipal Code section 22.4230(f) even if the *covered employer* has substantially cured any material violations.
- 4. **Prime Contractor Responsible for Subcontractor.** A *covered employer* who is a prime contractor is responsible to:
  - a. Inform covered subcontractors of their obligation to comply with the LWO;
  - b. Include language requiring the subcontractor to comply with the LWO in each subcontract between the prime contractor and a covered subcontractor;
  - c. Inform covered *subcontractors* that they are required to file a Certification of Compliance within 30 days of becoming a *covered employer*; and
  - d. Cooperate with the City's investigation of covered *subcontractors*.
- 5. **Employee's Right to File Action.** A *covered employee* claiming a violation of the LWO shall have the right to file an action against his or her *covered employer* in the appropriate court within three years after discovery of the alleged violation. The court shall award the following:
  - a. For failure to pay the required living wage: the difference between the required living wage rate and the amount actually paid to the *covered employee*, plus interest, and penalties for *willful violations*.
  - b. For failure to pay the health benefits rate: the difference between the required health benefits rate and the amount actually paid towards the health benefits rate for the *covered employee*, plus interest, and penalties for *willful violations*.
  - c. For retaliation for exercise of any rights provided for under the LWO: reinstatement, back pay, and/or any other relief that a court may deem appropriate.
  - d. For a *willful violation* of this division, a court shall award as a penalty up to three times the amount of damages.
  - e. The court shall award reasonable attorney's fees and costs to a *covered employee* who prevails in any such private action and to a *covered employer* who prevails if the *covered employee's* suit is found to be frivolous.

**6. Prohibition against Retaliation.** Neither a *covered employer* nor a *covered employer's* representative shall take any action against a *covered employee* in retaliation for alleging noncompliance with the LWO or for providing information towards or cooperating in an investigation regarding compliance with the LWO. When undertaken for retaliatory purposes, *unfair immigration-related practice* has the same meaning as in California Labor Code section 1019(b)(1).

a. California Labor Code section 1019(b)(1) prohibits any of the following practices:

- (1) Requesting more or different documents than required or refusal to honor documents that reasonably appear to be genuine.
- (2) Using the federal E-Verify system to check employment authorization status of a person in a manner not required or not authorized.
- (3) Threatening to file or the filing of a false police report.
- (4) Threatening to contact or contacting immigration authorities.

b. *Unfair immigration-related practice* does not include conduct undertaken at the express and specific direction or request of the federal government.

## **H. EMPLOYEE COMPLAINT PROCESS**

- 1. Employee Complaints.** A *covered employee* who alleges violation of any provision of the LWO by a *covered employer* may report such acts to the Living Wage Manager and, at the *covered employee's* discretion, exhaust available employer internal remedies. An employee making a complaint regarding a *covered employer's* compliance with the LWO may submit the complaint in writing to the Living Wage Manager, on the LWO Employee Complaint Form, which is included in Appendix B.
- 2. Complaints Alleging Retaliation.** A *covered employee* claiming retaliation (such as termination, reduction in wages or benefits, adverse changes in working conditions, or an *unfair immigration-related practice*) under terms of the LWO may report the alleged retaliation to the Living Wage Manager in writing, on the LWO Employee Complaint Form, which is included in Appendix B.
- 3. Confidentiality of Information during Investigation.** Consistent with the California Public Records Act, information and records obtained by the *City* in the course of its complaint investigations, including identity of the complainants and witnesses, shall be considered confidential and exempt from public disclosure during the course of the investigation.
- 4. Investigation of Employee Complaints.** Upon receipt of a *covered employee's* written *complaint*, the *City* shall investigate and address any alleged violation of LWO requirements. Upon conclusion of the investigation, the Living Wage Manager shall notify the employee of the results.

- 5. Resolution of Investigation into Employee Complaints.** The *City* will attempt to complete an investigation into an employee's *complaint* within 30 to 60 days. If the investigation is not complete within 60 days, the Living Wage Manager will notify the *covered employee* of the status of the investigation and provide regular status reports to the *covered employee* every 30 days until the investigation is completed.
- 6. Submission of Additional Information after Completion of Investigation.** Upon completion of an investigation and upon approval from the Purchasing & Contracting Director, the Living Wage Manager will notify the *covered employee*, and the *covered employer* if appropriate, of the investigation results.
- a. Either the *covered employee* or the *covered employer* may request reconsideration of the Living Wage Manager's investigation findings. Such request for reconsideration shall be based solely on discovery of new information, which, along with the written reconsideration request, shall be submitted to the Living Wage Manager, within 30 days of receiving notice of the findings.
  - b. If the request for reconsideration and new information is received before the 30 day deadline, the Living Wage Manager upon approval from the Purchasing & Contracting Director will re-evaluate the original *complaint* and notify the employee and the employer the result of the reconsideration.
  - c. If the request for reconsideration and the new information is submitted after the 30 day deadline, the discretion of whether to reopen the investigation shall lie solely with the Purchasing & Contracting Director.
- 7. Payment of Amounts Due to Employees.** If corrective payments are required to be paid to *covered employees* in order to comply with the LWO, the *covered employer* shall pay the entire amount due to each *covered employee* in one payment within the time period required by the *City* in its notice to the *covered employer*.

**City of San Diego**  
**LIVING WAGE RATES**

| EFFECTIVE DATES                     | INCREASE    | CASH WAGE + HEALTH BENEFITS                         | FULL CASH WAGE          |
|-------------------------------------|-------------|---|-------------------------|
| July 1, 2014 – June 30, 2015        | 1.3%        | \$11.80 + \$2.37 per hour in Health Benefits        | \$14.17 per hour        |
| <b>July 1, 2013 – June 30, 2014</b> | <b>1.6%</b> | <b>\$11.65 + \$2.34 per hour in Health Benefits</b> | <b>\$13.99 per hour</b> |
| July 1, 2012 – June 30, 2013        | 3.0%        | \$11.47 + \$2.30 per hour in Health Benefits        | \$13.77 per hour        |
| July 1, 2011 – June 30, 2012        | 1.3%        | \$11.14 + \$2.23 per hour in Health Benefits        | \$13.37 per hour        |
| July 1, 2010 – June 30, 2011        | 0.0%        | \$11.00 + \$2.20 per hour in Health Benefits        | \$13.20 per hour        |
| July 1, 2009 – June 30, 2010        | 3.9%        | \$11.00 + \$2.20 per hour in Health Benefits        | \$13.20 per hour        |
| July 1, 2008 – June 30, 2009        | 2.3%        | \$10.58 + \$2.12 per hour in Health Benefits        | \$12.70 per hour        |
| July 1, 2007 – June 30, 2008        | 3.4%        | \$10.34 + \$2.07 per hour in Health Benefits        | \$12.41 per hour        |
| July 1, 2006 – June 30, 2007        | N/A         | \$10.00 + \$2.00 per hour in Health Benefits        | \$12.00 per hour        |

For additional information, please contact:

City of San Diego Living Wage Program  
 202 C Street, MS 9A  
 San Diego, CA 92101-4195  
 Phone: 619/236-6682  
 Fax: 619/533-3240

**City of San Diego**

**LIVING WAGE ORDINANCE  
NOTICE AND FORMS**

The notice and forms listed below are approved by the City for use in conjunction with these Rules. When these Rules refer to the use of a notice or form, only the current version included in this Appendix B may be used.

**NOTICES:**

Living Wage Ordinance Notice to Employees (English, Spanish)

Affordable Care Act Information (English, Spanish)

Earned Income Tax Credit Information (English, Spanish)

**FORMS:**

Living Wage Ordinance Certification of Compliance

Living Wage Ordinance Application for Exemption

Living Wage Ordinance Employee Complaint Form (English, Spanish)



# LIVING WAGE ORDINANCE



# ORDENANZA DEL SUELDO DIGNO

## NOTICE TO EMPLOYEES

This employer is a contractor with the City of San Diego. This contract is subject to the Living Wage Ordinance. You must be paid "a living wage" for any hours you work on this contract.

## THESE ARE YOUR RIGHTS...

### MINIMUM HOURLY PAY:

♦ \$13.99/hour without health benefits.

OR

♦ \$11.65/hour plus at least \$2.34/hour in health benefits.

- ♦ It's the employer's choice whether to provide health benefits.
- ♦ If health benefits cost less than \$2.34/hour, the difference is added to the hourly wage.
- ♦ Rates are adjusted annually; listed rates are effective from July 1, 2013, through June 30, 2014.

### MINIMUM DAYS OFF PER YEAR:

- ♦ 10 paid days for vacation, sick leave, or other personal need
  - ♦ Days off are in addition to paid holidays.
  - ♦ Days off are pro-rated based on hours worked at living wage rate.

AND

♦ 10 unpaid days for personal or family illness.

### RETALIATION IS PROHIBITED:

- ♦ Employers may not fire, reduce pay or discriminate against a worker for filing a complaint.

## FOR MORE INFORMATION

For more information or to obtain a complaint form if you believe your rights are being violated, please contact:

## AVISO PARA EMPLEADOS

Este empleador es contratista de la Ciudad de San Diego. Este contrato está sujeto a la Ordenanza del Sueldo Digno. Usted debe ser pagado "un sueldo digno" por cada hora trabajada bajo este contrato.

## ESTOS SON SUS DERECHOS...

### COMPENSACIÓN MÍNIMA POR HORA:

♦ \$13.99/hora sin prestaciones médicas.

O

♦ \$11.65/hora más un mínimo de \$2.34/hora de beneficios médicos.

- ♦ Es la elección del empleador de ofrecer beneficios médicos.
- ♦ Si los beneficios médicos cuestan menos de \$2.34/hora, la diferencia es añadida al salario.
- ♦ El sueldo se ajusta anualmente; el sueldo actual tiene vigencia de Julio 1, 2013, hasta Junio 30, 2014.

### MÍNIMO DÍAS LIBRES CADA AÑO:

- ♦ 10 días pagados para vacaciones, enfermedad, o razones personales
  - ♦ Días libres son agregados a los días festivos.
  - ♦ Días libres son ajustados por horas trabajadas al sueldo digno.

Y

♦ 10 días sin paga personales o por enfermedad familiar.

### SE PROHIBE CUALQUIER TIPO DE REPRESALIA:

- ♦ Los empleadores no pueden despedir, reducir la paga, ni discriminar contra un trabajador que solicita una queja..

## PARA MAYOR INFORMACION

Para más información o para obtener un formulario de quejas si usted considera que sus derechos han sido violados, por favor llame:

## LIVING WAGE PROGRAM

PURCHASING & CONTRACTING DEPARTMENT, CITY OF SAN DIEGO

202 C Street, MS 9A, San Diego, CA 92101

Phone (619) 236-6682 Fax (619) 533-3240

[www.sandiego.gov/administration/programs/livingwage](http://www.sandiego.gov/administration/programs/livingwage)

# A.C.A.

## AFFORDABLE CARE ACT

The federal law called the *Patient Protection and Affordable Care Act* provides a number of ways to help make quality health care coverage more affordable.

For individuals, financial assistance is available on a sliding scale, with more support for those who earn less.

Millions of Californians will qualify for government assistance to make insurance more affordable.

## LEY DE CUIDADO DE SALUD ASEQUIBLE

La ley federal de *Protección al Paciente y Cuidado de Salud Asequible* brinda varias maneras para hacer que su cobertura de cuidado de salud sea más accesible.

Las personas pueden recibir ayuda financiera de acuerdo a una escala proporcional que dará más ayuda a quienes tengan menos ingresos.

Millones de californianos calificarán para obtener ayuda del gobierno haciendo el seguro médico más accesible.

## COVERED CALIFORNIA

Covered California is a state agency created to help Californians who don't get health insurance from their job or a public program.

If you have health insurance through work or a public program, keep it. But if not, Covered California can help.

Assistance is based on your income. If your income is limited, you may be eligible for free coverage through Medi-Cal. And no one can be denied for having a pre-existing medical condition.

## COVERED CALIFORNIA

Covered California es una agencia estatal creada para ayudar a los californianos que no reciben seguro médico de su trabajo o de un programa público.

Si tiene seguro médico a través de su trabajo o un programa público, consérvelo. Si no, Covered California le puede ayudar.

La ayuda se basa en sus ingresos. Si su ingreso es limitado, usted puede ser elegible para la cobertura gratuita a través de Medi-Cal. Y no pueden negársela a nadie por tener una condición médica preexistente.

## FOR MORE INFORMATION

CALL 800-300-1506

VISIT [www.CoveredCA.com](http://www.CoveredCA.com)

## PARA MÁS INFORMACIÓN

LLAME AL 800-300-0213

VISITE [www.CoveredCA.com/espanol/](http://www.CoveredCA.com/espanol/)

العربية (Arabic)  
800-826-6317

فارسی (Farsi)  
800-921-8879

ខ្មែរ (Khmer)  
800-906-8528

Español (Spanish)  
800-300-0213

Հայերեն (Armenian)  
800-996-1009

Filipino  
800-983-8816

한국어 (Korean)  
800-738-9116

Русский (Russian)  
800-778-7695

中文 (Chinese)  
800-300-1533

Hmoob (Hmong)  
800-771-2156

ພາສາລາວ (Lao)  
800-357-7976

Tiếng Việt (Vietnamese)  
800-652-9528

# E.I.T.C.

## Earned Income Tax Credit

The Earned Income Tax Credit, or EITC, is a tax break for people who work but do not earn high incomes. Taxpayers who qualify and claim the credit could pay less federal tax, pay no tax, or receive a refund.

### All people eligible for EITC have 7 things in common:

1. Must have earned income.
2. Must have a valid Social Security number.
3. Cannot file as married filing separately.
4. Generally cannot be a nonresident alien.
5. Cannot be a qualifying child of another person.
6. Cannot be filing Form 2555 or Form 2555-EZ.
7. Investment income amount is limited.

### The 4 most common EITC filing errors:

1. Claiming a child who's not a qualifying child.
2. Married taxpayers who incorrectly file as single or head of household.
3. Misreporting income.
4. Incorrect Social Security Numbers.

### For more information:

CALL 1.800.829.1040  
VISIT [www.irs.gov/eitc](http://www.irs.gov/eitc)  
ASK YOUR TAX PREPARER

## El Crédito Tributario por Ingreso del Trabajo

El Crédito Tributario por Ingreso de Trabajo, o EITC, es un beneficio tributario para las personas que trabajan pero que no ganan mucho dinero. Los contribuyentes que reúnen los requisitos y reclaman el crédito podrían pagar menos impuesto federal, no pagar ningún impuesto federal o hasta recibir un reembolso.

### Todas las personas que reúnen los requisitos para el EITC tienen 7 cosas en común:

1. Tienen que tener ingreso de trabajo
2. Tienen que tener un número de seguro social válido
3. No pueden presentar la declaración como casados que presentan por separado
4. Por lo general, no pueden ser extranjeros no residentes
5. No pueden ser hijo calificado de otra persona
6. No pueden presentar el Formulario 2555 o el Formulario 2555-EZ
7. El ingreso de inversiones es limitado

### Los 4 errores más frecuentes que se cometen cuando se reclama el EITC:

1. Reclamar un hijo que no es un hijo calificado
2. Contribuyentes casados que presentan la declaración incorrectamente como soltero o cabeza de familia
3. Declarar el ingreso incorrectamente
4. Números de seguro social incorrectos

### Para más información:

LLAME AL 1.800.829.1040  
VISITE [www.irs.gov/espanol](http://www.irs.gov/espanol)  
PREGÚNTELE A SU PREPARADOR DE IMPUESTOS

# LIVING WAGE ORDINANCE CERTIFICATION OF COMPLIANCE



Send form to:

**CITY OF SAN DIEGO**  
**LIVING WAGE PROGRAM**  
202 C Street, MS 9A, San Diego, CA 92101  
Phone (619) 236-6682 Fax (619) 533-3240

## COMPANY INFORMATION

Company Name:

Company Address:

Company Contact Name:

Contact Phone:

## CONTRACT INFORMATION

Contract Number (if no number, state location):

Start Date:

Contract Amount:

End Date:

Purpose/Service Provided:

## 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. The basic requirements of the LWO obligate contractors and subcontractors to:

- (a) Pay covered employees the current fiscal year's hourly wage rate of \$11.65 and health benefits rate of \$2.34 (adjusted annually on July 1).
- (b) If any lesser amount is applied toward the health benefits rate, to add this difference to the hourly wage rate as cash payment.
- (c) Provide a minimum of 10 compensated leave days per year for vacation, sick leave, or other personal need at the employee's request and permit 10 additional uncompensated leave days for personal or family illness when accrued compensated leave days have been used.
- (d) Annually distribute a notice with the first paycheck after July 1 to inform all covered employees of requirements of the LWO, their possible right to Federal Earned Income Tax Credit, and the 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 relevant 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.
- (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 withhold 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.

\_\_\_\_\_  
Name of Signatory

\_\_\_\_\_  
Title of Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## FOR OFFICIAL CITY USE ONLY

Date of Receipt:

LWO Analyst:

Contract Number:

# LIVING WAGE ORDINANCE APPLICATION FOR EXEMPTION



Send form to:

**CITY OF SAN DIEGO**  
**LIVING WAGE PROGRAM**  
202 C Street, MS 9A, San Diego, CA 92101  
Phone (619) 236-6682 Fax (619) 533-3240

## COMPANY INFORMATION

Company Name:

Company Address:

Company Contact Name:

Contact Phone:

## CONTRACT INFORMATION

Contract Number (if no number, state location):

Start Date:

Contract Amount:

End Date:

Purpose/Service Provided:

## EXEMPTION BASIS

Check one option and submit required supporting documentation.

- ☐ **Business employs 12 or fewer employees**, including parent and subsidiary entities, for each working day in each of 20 or more calendar weeks in current or preceding calendar year and, in the City's determination, will not need to retain more than a total of 12 employees (including subcontractors) to perform work related to the City contract. §SDMC 22.4215 (c)(1).

Required documentation: Correspondence on company letterhead and signed by a legally authorized officer documenting number of employees AND copy of firm's State of California Employment Development Department *Quarterly Contribution Return and Report of Wages (Continuation)* [form DE9C] for prior two quarters.

- ☐ **Business organized under IRS section 501(c)(3)** and highest officer's salary, when calculated on an hourly basis, is less than eight times the hourly wage rate of the lowest paid full-time employee. §SDMC 22.4215 (c)(2).

Required documentation: Copy of IRS letter recognizing status as non-profit organized under section 501(c)(3) AND statement of salary listing corporation's highest paid officer and lowest paid worker, both computed on an hourly basis.

- ☐ **Collective Bargaining Agreement** is in place which specifically supersedes the Living Wage Ordinance. §SDMC 22.4240.

Required documentation: Copy of collective bargaining agreement OR written confirmation from union representing employees working on the contract.

- ☐ **Other – Cite LWO Municipal Code section:** \_\_\_\_\_

Required documentation: Correspondence explaining basis of request for exemption.

## CONTRACTOR CERTIFICATION

By signing, the contractor certifies under penalty of perjury under laws of the State of California that information submitted in support of this application is true and correct to the best of the contractor's knowledge.

\_\_\_\_\_  
Name of Signatory

\_\_\_\_\_  
Title of Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Approval of this application exempts only the listed contractor from the LWO during performance of this contract. A subcontractor performing work on this contract is not exempt unless separate exemption has been applied for and approved.

## FOR OFFICIAL CITY USE ONLY

- ☐ Not Approved – Reason: \_\_\_\_\_

- ☐ Approved

LWO Analyst: \_\_\_\_\_

Date: \_\_\_\_\_

**EMPLOYEE COMPLAINT FORM**  
**FORMULARIO DE QUEJAS**



Send form to:

**CITY OF SAN DIEGO**  
**LIVING WAGE PROGRAM**  
202 C Street, MS 9A, San Diego, CA 92101  
Phone (619) 236-6682 Fax (619) 533-3240

**COMPANY INFORMATION**  
**INFORMACIÓN SOBRE LA COMPAÑÍA**

|  |
|--|
| Company Name:<br><i>Nombre de la Compañía:</i>       |
| Company Address:<br><i>Dirección de la Compañía:</i> |
| Company Phone:<br><i>Teléfono de la Compañía:</i>    |
| Work Site Address:<br><i>Sitio de Trabajo:</i>       |
| Supervisor Name:<br><i>Supervisor Gerente:</i>       |

**EMPLOYEE INFORMATION**  
**INFORMACIÓN SOBRE EL EMPLEADO**

|   |  |
|---|--|
| Your Name:<br><i>Su Nombre:</i>   | Social Security Number:<br><i>Número de Seguro Social:</i>   |
| Address:<br><i>Dirección:</i>   |  |
| Telephone number<br><i>Número de teléfono</i>                               | Home:<br><i>Residencia:</i>  |
| Work:<br><i>Trabajo:</i>  |  |
| Hourly Rate Paid:<br><i>Sueldo por hora:</i>                                | Overtime Rate Paid:<br><i>Sueldo por horas extras:</i>   |
| Current job title:<br><i>Puesto:</i>  | How long have you worked for this company?<br><i>¿Cuánto tiempo ha trabajado para esta compañía?</i>               |
| Do you receive health benefits?<br><i>¿Recibe usted beneficios médicos?</i> | If Yes, how much do you pay for your benefits?<br><i>¿Si Sí, cuánto le hacen pagar por sus beneficios médicos?</i> |

**EMPLOYEE COMPLAINT**  
**QUEJA DEL EMPLEADO**

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Use reverse side if needed  
*Use el reverso si requiere de mas espacio*

Signature · *Firma del Empleado*

Date · *Fecha*

**FOR OFFICIAL CITY USE ONLY**  
**PARA USO OFICIAL DE LA CIUDAD SOLAMENTE**

|                  |              |                  |
|------------------|--------------|------------------|
| Date of Receipt: | LWO Analyst: | Contract Number: |
|------------------|--------------|------------------|

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Sorted by Contract No.

| <u>Contract #</u> | <u>Bid #</u> | <u>Bid Title</u>  | <u>Contractor</u>               | <u>Start</u> | <u>End</u> | <u>Contract Amount</u> |
|-------------------|--------------|---|---------------------------------|--------------|------------|------------------------|
| 4600000004        | 9680-09-Z    | Abatement Services  | B & Z Builders, Inc             | 07/28/2009   | 07/14/2014 | \$147,552              |
| 4600000005        | 9704-09-Q    | Landscape Maintenance of Carmel Del Mar Park & Comfort Station  | Aztec Landscaping, Inc          | 07/28/2009   | 07/31/2014 | \$30,381               |
| 4600000007        | 9679-09-Q    | Tree Maintenance Service in the Carmel Valley MAD   | So Cal Tree Care, Inc           | 08/03/2009   | 07/31/2014 | \$180,883              |
| 4600000019        | 9637-09-Q    | Landscape Maintenance of So Bay Wastewater  | Aztec Landscaping, Inc          | 08/22/2009   | 09/30/2014 | \$35,059               |
| 4600000032        | 9615-09-L    | Cleaning of Sludge Hopper Bay Area at Metro Biosolids Center  | Quality Coast, Inc              | 09/08/2009   | 09/30/2014 | \$85,106               |
| 4600000038        | 9740-09-Q    | Landscape Maintenance of Various Metro Wastewater Dept Reclamation Plants                               | Acacia Landscape Company        | 09/14/2009   | 10/31/2014 | \$113,954              |
| 4600000041        | 9702-09-Q    | Landscape & Comf Sta Maintenance for Scripps Ranch Comm Park & Joint Use Turf                           | Aztec Landscaping, Inc          | 09/02/2009   | 09/30/2014 | \$74,484               |
| 4600000082        | 9918-10-L    | Removal & Transport of Scum/Sludge, Grit & Storm Water w/in City Facility as needed                     | Clean Harbors Environmental     | 11/13/2009   | 11/30/2014 | \$38,798               |
| 4600000091        | 9716-09-Q    | Landscape Maintenance w/in Coral Gate MAD   | Aztec Landscaping, Inc          | 11/29/2009   | 12/31/2014 | \$56,292               |
| 4600000112        | 9703-09-V    | 40 Cubic Yard Roll-Off Containers & Disposal Services as needed   | Ware Disposal                   | 12/19/2009   | 02/14/2015 | \$3,899                |
| 4600000118        | 9613-09-L    | Janitorial Maintenance Service at Various Wastewater/Water Facilities, Sched 2, 8                       | T & T Janitorial                | 01/11/2010   | 03/31/2015 | \$110,574              |
| 4600000120        | 9613-09-L    | Janitorial Maintenance Service at Various Wastewater/Water Facilities                                   | DMS Services, LLC               | 01/12/2010   | 03/31/2015 | \$150,162              |
| 4600000121        | 9613-09-L    | Janitorial Maintenance Service at Various Wastewater/Water Facilities, Sched 4, 5, 6, 7                 | Prizm Janitorial Services Inc   | 01/12/2010   | 03/31/2015 | \$51,871               |
| 4600000122        | 9613-09-L    | Janitorial Maintenance Service at Various Wastewater/Water Facilities, Sched 9                          | NMS Management, Inc             | 01/12/2010   | 03/31/2015 | \$3,899                |
| 4600000126        | 9613-09-L    | Janitorial Maintenance Service at Various Wastewater/Water Facilities, Sched 3                          | Merchants Building Maintenance  | 01/13/2010   | 03/31/2015 | \$38,083               |
| 4600000130        | 9901-10-Q    | Landscape Maintenance of designated Rights-of-Ways, Medians, & Areas w/in East Village Redev & Ballpark | Landcare Logic                  | 01/15/2010   | 01/31/2015 | \$80,200               |
| 4600000135        | 9690-10-W    | Wastewater Pumping Svc, Lot 2, Sec 1 & Lot 5  | United Sites Services of CA Inc | 01/22/2010   | 01/31/2015 | \$39,000               |
| 4600000147        | 9610-10-L    | Janitorial Maintenance Service at Various City Facilities   | NMS Management, Inc             | 02/11/2010   | 03/31/2015 | \$72,877               |
| 4600000157        | 9105-08-Z    | Parking Mgmt Services for Evan Jones Parkade & World Trade Center                                       | Ace Parking Management, Inc     | 02/19/2010   | 02/17/2015 | \$665,463              |
| 4600000174        | 9719-09-Q    | Landscape Maintenance of Ashley Falls Neighborhood Park & Comfort Station                               | Aztec Landscaping, Inc          | 03/13/2010   | 04/14/2015 | \$48,378               |
| 4600000195        | 9678-10-V    | Refuse and Recyclable Collection Services   | Allied Waste Services           | 03/28/2010   | 03/31/2015 | \$475,089              |
| 4600000206        | 9945-10-Q    | Landscape Maintenance for Views West Neighborhood Park & Comfort Station                                | Westturf Landscape Maintenance  | 04/06/2010   | 04/30/2015 | \$37,693               |
| 4600000214        | 9949-10-Q    | Landscape Maintenance of Designated Rights-of-Way and Slope Areas w/in Washington St                    | Ponderosa Landscape, Inc        | 04/11/2010   | 05/31/2015 | \$25,215               |



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|-------------------|---------------|---|---------------------------------------|--------------|------------|------------------------|
| 4600000250        | 9950-10-Q     | Landscape Maintenance of Thurgood Marshall Middle School Joint Use Turf                                       | Landcare Logic                        | 05/22/2010   | 06/30/2015 | \$34,622               |
| 4600000251        | 9944-10-Q     | Landscape Maintenance of Designated Median, Rights-of-Way & Areas Adj to Rights-of-Way w/in Eastgate Tech MAD | Blue Skies Landscape Maintenance, Inc | 05/22/2010   | 06/30/2015 | \$44,620               |
| 4600000256        | 9954-10-Q     | Landscape Maintenance for Imperial Marketplace  | Landcare Logic                        | 05/27/2010   | 06/30/2015 | \$29,640               |
| 4600000266        | 9639-09-W     | Household Hazardous Waste Collection & Disposal Services  | Clean Harbors Environmental           | 06/10/2010   | 06/30/2014 | \$737,000              |
| 4600000268        | 9900-10-Q     | Landscape Maintenance Park Village MAD  | Landcare Logic                        | 06/10/2010   | 05/31/2015 | \$136,151              |
| 4600000269        | 9948-10-Q     | Landscape Maintenance of Stonebridge Neighborhood Park & Comfort Station                                      | Aztec Landscaping, Inc                | 06/14/2010   | 06/30/2015 | \$27,336               |
| 4600000271        | 10006520-10P  | On Call Asphalt Crack Sealing   | Road Works, Inc                       | 06/15/2010   | 06/30/2013 | \$420,001              |
| 4600000293        | 9617-10-L     | Janitorial Maintenance @ Marian Bear Park, Mow Shop & Various Comfort Stations                                | TP Janitorial Services                | 07/02/2010   | 03/31/2015 | \$80,912               |
| 4600000311        | 10007601-10W  | Wastewater Pumping Services @ Miramar Landfill  | Atlas Pumping Service                 | 07/26/2010   | 07/31/2015 | \$51,074               |
| 4600000314        | 10007128-10Z  | Pest Control for Public Utilities Department  | Cartwright Termite & Pest Control     | 08/02/2010   | 08/31/2015 | \$30,053               |
| 4600000342        | 10005711-10L  | Janitorial Maintenance Service for City of San Diego Branch Libraries, Schedule B                             | Coverall Health Based Cleaning        | 09/22/2010   | 10/18/2015 | \$174,042              |
| 4600000348        | 10005711-10L  | Janitorial Maintenance Service for City of San Diego Branch Libraries, Schedules A & C                        | T & T Janitorial                      | 09/24/2010   | 10/18/2015 | \$347,001              |
| 4600000352        | 10005550-10L  | Janitorial Maintenance Service at Various Police Department Facilities  | Qualityway Building Service           | 09/30/2010   | 07/31/2015 | \$240,569              |
| 4600000364        | 9968-11-Q     | Landscape Maintenance of Dusty Rhodes Neighborhood Park & Dog Park  | Aztec Landscaping, Inc                | 10/23/2010   | 10/31/2015 | \$46,589               |
| 4600000365        | 100008910-11L | Wastewater Pumping at Torrey Pines, Sched A   | Diamond Environmental Services        | 10/25/2010   | 11/14/2015 | \$62,741               |
| 4600000366        | 10008910-11L  | Wastewater Pumping at Torrey Pines, Sched B   | Atlas Pumping Service                 | 10/25/2010   | 11/14/2015 | \$285,240              |
| 4600000368        | 9955-11-Q     | Landscape Maintenance of Desig Rights-of-Way/Parkways, Parks & Adj Slopes w/in Miramar Ranch No MAD           | Blue Skies Landscape Maintenance, Inc | 10/27/2010   | 10/31/2015 | \$751,349              |
| 4600000439        | 9972-11-Q     | Landscape Maintenance of Carmel Valley Comm Park & Comf Sta   | Acacia Landscape Company              | 11/06/2010   | 11/30/2015 | \$75,657               |
| 4600000441        | 9973-11-Q     | Landscape Maintenance for Alvarado Water Treatment Campus   | Landcare Logic                        | 11/07/2010   | 11/30/2015 | \$74,697               |
| 4600000467        | 10008610-11Z  | General and Agricultural Pest Control Services for Park & Recreation Department, Community Parks I Division   | Epic Pest Control                     | 11/29/2010   | 01/02/2016 | \$32,122               |
| 4600000491        | 9970-11-Q     | Landscape Maintenance of Black Mountain Ranch South MAD   | Treebeard Landscape, Inc              | 12/23/2010   | 01/31/2016 | \$337,550              |
| 4600000492        | 9966-11-Q     | Landscape Maintenance of Spring Cyn Park & Comf Sta & Dingeman School Field                                   | Aztec Landscaping, Inc                | 12/24/2010   | 01/31/2016 | \$66,937               |



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|-------------------|--------------|---|---------------------------------------|--------------|------------|------------------------|
| 4600000500        | 10012279-11W | Asbestos and Lead Abatement Services  | Miller Environmental Inc              | 12/29/2010   | 01/14/2013 | \$174,524              |
| 4600000517        | 10013522-11P | Office Relocation Services  | Complete Relocation Services Inc      | 01/31/2011   | 01/30/2014 | \$32,165               |
| 4600000522        | 9967-11-Q    | Landscape Maint for Rancho Bernardo Comm Park & Dog Park & Comfort Stations   | Aztec Landscaping, Inc                | 01/26/2011   | 01/31/2016 | \$79,825               |
| 4600000526        | 9979-11-Q    | Landscape Maintenance of So Creek Neighborhood Pk & Comfort Station   | Ponderosa Landscape, Inc              | 01/27/2011   | 02/29/2016 | \$40,635               |
| 4600000535        | 10013916-11P | Chain Link Fence, Installation, Repairs & Parts   | South Bay Fence, Inc                  | 02/07/2011   | 01/14/2016 | \$47,993               |
| 4600000570        | 10009350-11L | Janitorial Maintenance @ Various City of San Diego Operation Facilities - Chollas, Central Ops & Rose Cyn, Sched B, C                       | Prizm Janitorial Services Inc         | 02/22/2011   | 03/20/2016 | \$36,068               |
| 4600000577        | 9977-11-Q    | Landscape Maintenance of Designated Medians, Greenbelt/Mini Parks, Rights-of-Way, Areas Adj to Rights-of-Way & Slopes w/in Torrey Hills MAD | Nissho of California Inc              | 02/25/2011   | 02/29/2016 | \$597,998              |
| 4600000579        | 9983-11-Q    | Landscape Maintenance of Carmel Creek Neighborhood Park & Comf Sta  | Acacia Landscape Company              | 02/28/2011   | 02/29/2016 | \$43,391               |
| 4600000580        | 9982-11-Q    | Landscape Maintenance for So Village Park & Comf Sta & Torrey Del Mar Park  | Tried & True Corporate Cleaning, Inc  | 02/28/2011   | 04/30/2014 | \$60,168               |
| 4600000594        | 10004984-10E | Fire Apparatus Body Repair and Paint Services   | Kovatch Mobile Equipment Corp.        | 03/12/2011   | 03/16/2015 | \$173,711              |
| 4600000637        | 9075-08-A    | Hazardous Waste Management Services for All City Sites  | Ocean Blue Environmental Services     | 03/28/2011   | 10/31/2013 | \$973,000              |
| 4600000641        | 9981-11-Q    | Landscape Maintenance of Designated Medians, Rights-of-Way & Areas w/in Carmel Mtn Ranch MAD  | Landcare Logic                        | 03/30/2011   | 03/29/2016 | \$224,559              |
| 4600000675        | 9984-11-Q    | Landscape Maintenance w/in Gateway Ctr East MAD   | Aztec Landscaping, Inc                | 04/25/2011   | 04/30/2016 | \$105,998              |
| 4600000707        | 10014695-11Q | Landscape Maintenance of Various MWWDD Reclamation Plants   | Acacia Landscape Company              | 05/13/2011   | 05/31/2016 | \$109,878              |
| 4600000717        | 10014050-11Q | Landscape Maintenance of Desig Buffer Zones & Riparian Open Space w/in 1st San Diego River Improvement                                      | Blue Skies Landscape Maintenance, Inc | 05/26/2011   | 06/30/2016 | \$92,143               |
| 4600000743        | 10014925-11L | Janitorial Maintenance Service @ Montgomery Field & Brown Field   | TP Janitorial Services                | 06/07/2011   | 06/30/2016 | \$29,840               |
| 4600000745        | 10013883-11L | Janitorial Maintenance Service for Events and Post-Events @ Qualcomm Stadium  | Jani-King of California, Inc          | 06/09/2011   | 07/02/2014 | \$637,343              |
| 4600000757        | 10014496-11Z | Bee & Wasp Removal & Extermination Services   | Pestmaster Services                   | 06/20/2011   | 06/19/2016 | \$31,461               |
| 4600000798        | 10015260-12Q | Landscape Maintenance for Sabre Springs Park & Comfort Station  | Ponderosa Landscape, Inc              | 07/21/2011   | 08/31/2016 | \$36,479               |
| 4600000816        | 8502-07-W    | Security Guard Services @ Various City Sites  | G4S Secure Solutions                  | 07/29/2011   | 09/13/2012 | \$2,795,095            |
| 4600000831        | 10020213-12V | Concession/Catering @ Qualcomm  | Centerplate                           | 08/09/2011   | 02/15/2015 | \$190,000              |
| 4600000841        | 10015801-12Q | Landscape Maintenance w/in Pacific Highland Ranch MAD   | Treebeard Landscape, Inc              | 08/12/2011   | 08/31/2016 | \$120,373              |

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|-------------------|----------------|---|---|--------------|------------|------------------------|
| 4600000872        | 100498002-12-V | Provide City w/ Impound Services in Zones: 2b,3,4,5,8                                 | A to Z Enterprises/<br>Allied Gardens Towing/<br>Road One | 09/02/2011   | 08/26/2016 | \$1                    |
| 4600000873        | 100498014-12-V | Provide City w/ Towing Services in Zones: 1,2,3,4,5,6,7,8                             | A to Z Enterprises/<br>Allied Gardens Towing/<br>Road One | 09/02/2011   | 08/26/2016 | \$75,000               |
| 4600000874        | 100498003-12-V | Provide City w/ Towing Services in Zones: 3,5   | Advantage Towing  | 09/02/2011   | 09/14/2016 | \$25,000               |
| 4600000876        | 100498004-12-V | Provide City w/ Impound Services in Zones: 6,7  | A to Z Enterprises/<br>Allied Gardens Towing/<br>Road One | 09/02/2011   | 09/05/2016 | \$1                    |
| 4600000877        | 100498015-12-V | Provide City w/ Towing Services in Zones: 1,2,3,4,5,6,7,8                             | A to Z Enterprises/<br>Allied Gardens Towing/<br>Road One | 09/02/2011   | 08/26/2016 | \$75,000               |
| 4600000878        | 100498005-12-V | Provide City w/ Towing Services in Zone 8   | American Towing   | 09/02/2011   | 08/26/2016 | \$25,000               |
| 4600000879        | 100498006-12-V | Provide City w/ Towing Services in Zones: 3,4,5,6,7                                   | Angelo's Towing &<br>Recovery                             | 09/02/2011   | 09/05/2016 | \$25,000               |
| 4600000880        | 100498007-12-V | Provide City w/ Impound Services in Zones: 1, 2a                                      | Anytime Towing  | 09/02/2011   | 09/14/2016 | \$1                    |
| 4600000881        | 100498008-12-V | Provide City w/ Towing Services in Zones: 1, 2, 3, 4                                  | Anytime Towing  | 09/02/2011   | 09/14/2016 | \$25,000               |
| 4600000882        | 100498009-12-V | Provide City w/ Towing Services in Zones: 2, 4, 5, 6, 7                               | C&D Towing Specialists                                    | 09/02/2011   | 09/05/2016 | \$25,000               |
| 4600000883        | 100498010-12-V | Provide City w/ Towing Services in Zone 8   | Cortes Towing   | 09/02/2011   | 08/26/2016 | \$25,000               |
| 4600000885        | 100498012-12-V | Provide City w/ Towing Services in Zone 1   | Guardian Towing   | 09/02/2011   | 09/14/2016 | \$25,000               |
| 4600000895        | 10020257-12L   | Used and Waste Tire Recycling & Disposal  | Reliable Tire Company                                     | 09/14/2011   | 09/20/2016 | \$62,399               |
| 4600000918        | 10016536-12W   | Landscape Maintenance of Four Parks   | Aztec Landscaping, Inc                                    | 09/25/2011   | 09/30/2016 | \$49,490               |
| 4600000983        | 10013973-11Z   | Parking Mgmt Svcs for Qualcomm Stadium  | Ace Parking<br>Management, Inc                            | 11/04/2011   | 11/06/2016 | \$198,998              |
| 4600000986        | 10021974-12E   | Rental of Various Operated Trucks, Grades & Large Capacity Loaders @ Qualcomm         | Burns & Sons Trucking, Inc                                | 11/07/2011   | 11/06/2016 | \$67,932               |
| 4600001013        | 10019874-12W   | Landscape Maintenance w/in Sage Cyn & Torrey Hills Neighborhood Parks & Comf Stations | Ponderosa Landscape, Inc                                  | 12/12/2011   | 01/01/2017 | \$82,772               |
| 4600001017        | 10019947-12W   | Landscape Maintenance w/in Otay Int'l Center MAD                                      | Aztec Landscaping, Inc                                    | 12/14/2011   | 12/31/2016 | \$175,542              |
| 4600001021        | 10016714-12W   | Landscape Maintenance for Carmel Valley #10 MAD                                       | Treebeard Landscape, Inc                                  | 12/15/2011   | 12/30/2016 | \$129,223              |
| 4600001026        | 10022142-12Q   | Security Services for Various Park & Recreation Facilities                            | Able Patrol & Guard                                       | 01/01/2012   | 12/31/2017 | \$24,977               |
| 4600001027        | 10016715-12W   | Landscape Maintenance for Carmel Valley MAD   | Landscapes USA, Inc                                       | 12/22/2011   | 12/31/2016 | \$797,469              |
| 4600001030        | 10001592-12Q   | Security Gate Services @ Various Community Parks                                      | Securitas Security<br>Services USA                        | 01/01/2012   | 12/31/2016 | \$44,447               |
| 4600001032        | 10021604-12W   | Landscape Maintenance w/in Solana Highlands Neighborhood Park                         | Acacia Landscape<br>Company                               | 12/28/2011   | 02/15/2017 | \$32,135               |

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|-------------------|--------------|--|--------------------------------|--------------|------------|------------------------|
| 4600001033        | 10021966-12L | Janitorial Maintenance 24/7 @ Civic Ctr & Gaslamp Square Park Comfort Stations   | T & T Janitorial               | 12/28/2011   | 12/31/2016 | \$290,643              |
| 4600001038        | 10021500-12W | Brush Management Services  | Aztec Landscaping, Inc         | 01/19/2012   | 01/19/2013 | \$724,760              |
| 4600001040        | 10019948-12W | Landscape Maintenance of Trees & Hardscape on Mission Bl   | Acacia Landscape Company       | 01/09/2012   | 12/31/2016 | \$37,945               |
| 4600001069        | 9901-10-Q    | Landscape Maintenance of Desig Rights-of-Way/ Parkways Medians & Areas w/in East Village Redev & Ballpark Infrastructure                     | Landcare Logic                 | 01/23/2012   | 01/31/2015 | \$76,706               |
| 4600001101        | 10019182-12L | Janitorial Maintenance at NTC Harbor & Alvarado Water Treatment Plant  | T & T Janitorial               | 02/07/2012   | 03/18/2017 | \$126,423              |
| 4600001149        | 10022861-12L | Janitorial Maintenance at Central Library  | T & T Janitorial               | 02/27/2012   | 03/31/2017 | \$168,096              |
| 4600001154        | 10021272-12W | Landscape Maintenance of Desig Medians, Rights-of-Way, Open Space, Parks & Comf Stations w/in Scripps Miramar Ranch MAD                      | Landscapes USA, Inc            | 03/02/2012   | 04/15/2017 | \$422,914              |
| 4600001238        | 1002284-12W  | Brush Management for Open Space  | Aztec Landscaping, Inc         | 04/27/2012   | 08/01/2013 | \$1,577,171            |
| 4600001298        | 10023248-12W | Landscape Maintenance for Ocean View Hills, Robinhood Ridge & Remington Hills MAD  | Brewer Lawn Maintenance, Inc   | 06/06/2012   | 08/31/2017 | \$307,834              |
| 4600001309        | 10024890-12L | Sweeping Service @ Montgomery Field & Brown Field  | Cannon Pacific                 | 06/12/2012   | 08/15/2014 | \$101,320              |
| 4600001347        | 10024689-12W | Landscape Maintenance for Camino Santa Fe MAD  | Brewer Lawn Maintenance, Inc   | 07/09/2012   | 07/13/2017 | \$83,612               |
| 4600001377        | 10022632-12W | Landscape Maintenance for Torrey Highlands MAD   | Landcare Logic                 | 07/19/2012   | 07/31/2017 | \$302,349              |
| 4600001411        | 10022719-12W | Landscape Maintenance for Stonecrest Village MAD   | Contemporary Design Landscape  | 08/10/2012   | 07/31/2017 | \$297,261              |
| 4600001448        | 10025899-12W | Landscape Maintenance for Open Space Street Mediums  | Landscapes USA, Inc            | 08/13/2012   | 09/24/2017 | \$85,053               |
| 4600001449        | 10025899-12W | Landscape Maintenenace for Open Space Street Medium  | Aztec Landscaping, Inc         | 08/31/2012   | 09/24/2017 | \$229,469              |
| 4600001515        | 10026314-13W | Landscape Maintenance of Desig Medians, Rights-of-Way, & Open Space w/in 5 MADs: El Cajon, Hillcrest, No Park, Talmadge & University Heights | Landcare Logic                 | 10/10/2012   | 10/31/2017 | \$359,936              |
| 4600001547        | 10023966-12W | Landscape Maintenance for Genessee & North Torrey Pines MAD  | Contemporary Design Landscape  | 11/05/2012   | 12/16/2017 | \$71,245               |
| 4600001548        | 10025238-13W | Landscape Maintenance of Desig Medians & Park Areas w/in City Heights Urban Village & Police Station   | Aztec Landscaping, Inc         | 11/05/2012   | 12/09/2017 | \$99,215               |
| 4600001567        | 10030695-13W | Landscape Maintenance for Rancho Bernardo & Penasquitos East MAD   | Aztec Landscaping, Inc         | 11/29/2012   | 12/16/2017 | \$288,369              |
| 4600001571        | 10023989-12Q | Security Guard Service for Public Utilities MOC  | Able Patrol & Guard            | 11/28/2012   | 11/27/2014 | \$122,647              |
| 4600001592        | 10031045-13L | On call 24/7 Scheduled & Emergency Wastewater Pumping Service, as needed   | Diamond Environmental Services | 12/28/2012   | 01/14/2018 | \$591,801              |

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|-------------------|---------------|---|---------------------------------------|--------------|------------|------------------------|
| 4600001601        | 10030783-13W  | Landscape Maintenance for Linda Vista MAD   | Contemporary Design Landscape         | 01/16/2013   | 03/31/2018 | \$97,094               |
| 4600001602        | 10024288-13W  | Landscape Maintenance for Mira Mesa & Calle Cristobal MAD   | Aztec Landscaping, Inc                | 01/16/2013   | 02/28/2018 | \$505,884              |
| 4600001610        | 10026343-13W  | Landscape Maintenance for Public Utilities  | Landscapes USA, Inc                   | 01/17/2013   | 02/28/2014 | \$49,716               |
| 4600001611        | 10024960-13W  | Landscape Maintenance for Sabre Springs & Rancho Encantada MAD  | Landcare Logic                        | 01/17/2013   | 02/28/2018 | \$106,237              |
| 4600001666        | 10032302-13W  | Landscape Maintenance of Torrey Hills MAD   | Landcare Logic                        | 03/14/2013   | 03/31/2018 | \$588,497              |
| 4600001683        | 10029689-13W  | MAD Tierrasanta   | Treebeard Landscape, Inc              | 04/02/2013   | 04/30/2018 | \$668,019              |
| 4600001765        | 10034571-14V  | Security Services for Qualcomm Stadium 24/7   | Contemporary Services                 | 07/01/2013   | 06/30/2018 | \$551,881              |
| 4600001766        | 10034571-14V  | Security Services for Qualcomm Stadium-Events   | Contemporary Services Corp            | 07/01/2013   | 06/30/2018 | \$407,999              |
| 4600001797        | 10025675-13W  | Furnish the City w/ Brush Management Services for Open Space Park & Rec                                   | Natures Image, Inc                    | 08/12/2013   | 08/08/2018 | \$1,573,936            |
| 4600001844        | 10037252-14C  | Security Guard Services for Brown Field and Montgomery Field Airports                                     | Able Patrol & Guard                   | 11/01/2013   | 10/31/2018 | \$125,052              |
| 4600001855        | —             | Tree Trimming   | Utility Tree Service, Inc             | 11/08/2013   | 06/30/2014 | \$1                    |
| 4600001880        | 10037093-14W  | Hazardous Waste Management Service for All City Sites   | Ocean Blue Environmental              | 12/05/2013   | 12/03/2018 | \$3                    |
| 4600001884        | 10039720-14V  | Security Guard Services at Environmental Services Operations Station & Miramar Landfill                   | Able Patrol & Guard                   | 12/16/2013   | 12/15/2018 | \$256,530              |
| 4600001893        | 10038012-14W  | Tree Trimming Services for P&R MADs   | West Coast Arborists,                 | 01/14/2014   | 01/13/2015 | \$401                  |
| 4600001915        | 10013522-11P  | Relocation Services, as needed  | MEK Enterprises                       | 01/24/2014   | 01/31/2016 | \$32,946               |
| 4600001918        | 10043628-14J  | Security Guard Services at Park & Rec Sites   | Able Patrol & Guard                   | 02/01/2014   | 01/31/2019 | \$234,742              |
| 4600001921        | 10041851-14L  | Removal, Hauling & Disposal or Recycling of Estimated 420 Wet Tons of Contained Sewage Scum               | United Pumping Service, Inc           | 01/28/2014   | 04/06/2019 | \$89,154               |
| 4600001995        | 10042813-14-L | Steam Clean Sidewalks, Sidewalk Furniture & Trash Receptacles w/in North Park MAD                         | San Diego Power Clean                 | 05/20/2014   | 05/19/2015 | \$39,650               |
| 4600002003        | 10028480-13Q  | Security Guard Services at Various City Sites   | Able Patrol & Guard                   | 06/23/2014   | 06/22/2015 | \$1,355,856            |
| C008090214        | 8649-07-Y     | Tree Removal, Stump Grinding and Backfilling as required  | West Coast Arborists, Inc             | 06/27/2009   | 06/30/2014 | \$34,646               |
| C008090216        | 8622-07-Y     | Landscape Maintenance at Various Metro Wastewater Operations Sites  | Blue Skies Landscape Maintenance, Inc | 06/27/2009   | 05/31/2012 | \$73,061               |
| C008100071        | 8781-07-Y     | Mowing & Grounds Maintenance at Montgomery & Brown Fields   | Powerland Equipment, Inc              | 06/27/2009   | 09/30/2012 | \$168,671              |
| C008100138        | 9057-08-Q     | Landscape Maintenance of Designated Planted & Paved Center Islands in Sabre Springs Landscape MAD         | Aztec Landscaping, Inc                | 06/27/2009   | 12/31/2013 | \$58,225               |
| C008100176        | 9216-08-Q     | Tree Trimming/Tree Planting for approx 5,000 Trees  | West Coast Arborists, Inc             | 06/27/2009   | 04/14/2013 | \$281,021              |
| C008100186        | 9093-08-Q     | Landscape Maintenance of Designated Parks, Medians, Rights-of-Way & Open Space Areas w/in Tierrasanta MAD | Treebeard Landscape, Inc              | 06/29/2009   | 04/30/2013 | \$500,775              |

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| <u>Contract #</u>           | <u>Bid #</u> | <u>Bid Title</u>   | <u>Contractor</u>                     | <u>Start</u>               | <u>End</u> | <u>Contract Amount</u> |
|-----------------------------|--------------|--|---------------------------------------|----------------------------|------------|------------------------|
| C008100214                  | 9144-08-Q    | Landscape Maintenance of Various Library Sites   | Ponderosa Landscape, Inc              | 06/27/2009                 | 6/31/2013  | \$390,244              |
| C008200013                  | 9331-08-B    | Security Guard Services at Various City Sites  | Able Patrol & Guard                   | 06/27/2009                 | 07/31/2013 | \$1,032,933            |
| C008200046                  | 9427-08-W    | Incident Clean-up & Disposal Services  | Patriot Environmental Services        | 06/27/2009                 | 09/04/2013 | \$274,099              |
| C008200052                  | 9379-08-W    | Aqueous Part Cleaner Maintenance Services for Customer Owned Equipment & Rentals               | FRS Environmental, Inc                | 06/27/2009                 | 04/30/2014 | \$634,748              |
| C008200054                  | 9474-09-B    | Security Guard Service for Various Park & Recreation Sites                                     | US Security Associates, Inc           | 06/27/2009                 | 10/31/2013 | \$118,889              |
| C008200056                  | 9075-08-A    | Hazardous Waste Management Service   | Ocean Blue Environmental Services     | 06/27/2009                 | 10/31/2013 | \$1,400,000            |
| C008200067                  | 9398-09-L    | Removal & Disposal of a Estimated 475 Wet Tons of Sewage Scum                                  | Terra Renewal LLC                     | 06/27/2009                 | 11/30/2013 | \$81,871               |
| C008200093                  | 9489-09-Q    | Palm Tree Trimming for approx 30,000 Queen, Fan & Date Palms, incl Plant New Trees             | West Coast Arborists, Inc             | 06/27/2009                 | 12/31/2013 | \$721,804              |
| C008200110                  | 9502-09-Q    | Landscape Maintenance of Carmel Mtn Ranch, Sabre Springs Park & Comfort Stations               | Aztec Landscaping, Inc                | 06/27/2009                 | 03/14/2014 | \$36,013               |
| C008200135                  | 9616-09-Q    | Landscape Maintenance of Various Police Dept Facilities  | Westturf Landscape Maintenance        | 09/08/2009                 | 05/31/2014 | \$100,386              |
| C008200162                  | 9661-09-Q    | Landscape Maintenance of Desig Rights-of-Way & Slopes w/in Campus Pt & LaJolla Village Dr MADs | Blue Skies Landscape Maintenance, Inc | 06/27/2009                 | 06/30/2014 | \$25,480               |
| Sole Source                 | 2191         | Management of City Concourse   | DMS Services, LLC                     | 11/02/2009                 | 11/30/2011 | \$192,000              |
| Sole Source                 | 1479         | Qualcomm Stadium Security  | Elite Show Services                   | 06/01/2009                 | 05/31/2010 | \$2,880,000            |
| <b><u>149 CONTRACTS</u></b> |              |  | <b><u>68 CONTRACTORS</u></b>          | <b><u>\$37,327,082</u></b> |            |                        |

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| <u>Bid #</u> | <u>Contract #</u> | <u>Bid Title</u>  | <u>Contractor</u>                     | <u>Start</u> | <u>End</u> | <u>Contract Amount</u> |
|--------------|-------------------|---|---------------------------------------|--------------|------------|------------------------|
| 1479         | Sole Source       | Qualcomm Stadium Security   | Elite Show Services                   | 06/01/2009   | 05/31/2010 | \$2,880,000            |
| 2191         | Sole Source       | Management of City Concourse  | DMS Services, LLC                     | 11/02/2009   | 11/30/2011 | \$192,000              |
| 8502-07-W    | 4600000816        | Security Guard Services @ Various City Sites  | G4S Secure Solutions                  | 07/29/2011   | 09/13/2012 | \$2,795,095            |
| 8622-07-Y    | C008090216        | Landscape Maintenance at Various Metro Wastewater Operations Sites  | Blue Skies Landscape Maintenance, Inc | 06/27/2009   | 05/31/2012 | \$73,061               |
| 8649-07-Y    | C008090214        | Tree Removal, Stump Grinding and Backfilling as required  | West Coast Arborists, Inc             | 06/27/2009   | 06/30/2014 | \$34,646               |
| 8781-07-Y    | C008100071        | Mowing & Grounds Maintenance at Montgomery & Brown Fields   | Powerland Equipment, Inc              | 06/27/2009   | 09/30/2012 | \$168,671              |
| 9057-08-Q    | C008100138        | Landscape Maintenance of Designated Planted & Paved Center Islands in Sabre Springs Landscape MAD         | Aztec Landscaping, Inc                | 06/27/2009   | 12/31/2013 | \$58,225               |
| 9075-08-A    | 4600000637        | Hazardous Waste Management Services for All City Sites  | Ocean Blue Environmental Services     | 03/28/2011   | 10/31/2013 | \$973,000              |
| 9075-08-A    | C008200056        | Hazardous Waste Management Service  | Ocean Blue Environmental Services     | 06/27/2009   | 10/31/2013 | \$1,400,000            |
| 9093-08-Q    | C008100186        | Landscape Maintenance of Designated Parks, Medians, Rights-of-Way & Open Space Areas w/in Tierrasanta MAD | Treebeard Landscape, Inc              | 06/29/2009   | 04/30/2013 | \$500,775              |
| 9105-08-Z    | 4600000157        | Parking Mgmt Services for Evan Jones Parkade & World Trade Center   | Ace Parking Management, Inc           | 02/19/2010   | 02/17/2015 | \$665,463              |
| 9144-08-Q    | C008100214        | Landscape Maintenance of Various Library Sites  | Ponderosa Landscape, Inc              | 06/27/2009   | 6/31/2013  | \$390,244              |
| 9216-08-Q    | C008100176        | Tree Trimming/Tree Planting for approx 5,000 Trees  | West Coast Arborists, Inc             | 06/27/2009   | 04/14/2013 | \$281,021              |
| 9331-08-B    | C008200013        | Security Guard Services at Various City Sites   | Able Patrol & Guard                   | 06/27/2009   | 07/31/2013 | \$1,032,933            |
| 9379-08-W    | C008200052        | Aqueous Part Cleaner Maintenance Services for Customer Owned Equipment & Rentals                          | FRS Environmental, Inc                | 06/27/2009   | 04/30/2014 | \$634,748              |
| 9398-09-L    | C008200067        | Removal & Disposal of a Estimated 475 Wet Tons of Sewage Scum   | Terra Renewal LLC                     | 06/27/2009   | 11/30/2013 | \$81,871               |
| 9427-08-W    | C008200046        | Incident Clean-up & Disposal Services   | Patriot Environmental Services        | 06/27/2009   | 09/04/2013 | \$274,099              |
| 9474-09-B    | C008200054        | Security Guard Service for Various Park & Recreation Sites  | US Security Associates, Inc           | 06/27/2009   | 10/31/2013 | \$118,889              |
| 9489-09-Q    | C008200093        | Palm Tree Trimming for approx 30,000 Queen, Fan & Date Palms, incl Plant New Trees                        | West Coast Arborists, Inc             | 06/27/2009   | 12/31/2013 | \$721,804              |
| 9502-09-Q    | C008200110        | Landscape Maintenance of Carmel Mtn Ranch, Sabre Springs Park & Comfort Stations                          | Aztec Landscaping, Inc                | 06/27/2009   | 03/14/2014 | \$36,013               |
| 9610-10-L    | 4600000147        | Janitorial Maintenance Service at Various City Facilities   | NMS Management, Inc                   | 02/11/2010   | 03/31/2015 | \$72,877               |
| 9613-09-L    | 4600000118        | Janitorial Maintenance Service at Various Wastewater/Water Facilities, Sched 2, 8                         | T & T Janitorial                      | 01/11/2010   | 03/31/2015 | \$110,574              |
| 9613-09-L    | 4600000120        | Janitorial Maintenance Service at Various Wastewater/Water Facilities                                     | DMS Services, LLC                     | 01/12/2010   | 03/31/2015 | \$150,162              |



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|--------------|-------------------|--|---------------------------------------|--------------|------------|------------------------|
| 9613-09-L    | 4600000121        | Janitorial Maintenance Service at Various Wastewater/Water Facilities, Sched 4, 5, 6, 7                                  | Prizm Janitorial Services Inc         | 01/12/2010   | 03/31/2015 | \$51,871               |
| 9613-09-L    | 4600000122        | Janitorial Maintenance Service at Various Wastewater/Water Facilities, Sched 9   | NMS Management, Inc                   | 01/12/2010   | 03/31/2015 | \$3,899                |
| 9613-09-L    | 4600000126        | Janitorial Maintenance Service at Various Wastewater/Water Facilities, Sched 3   | Merchants Building Maintenance        | 01/13/2010   | 03/31/2015 | \$38,083               |
| 9615-09-L    | 4600000032        | Cleaning of Sludge Hopper Bay Area at Metro Biosolids Center   | Quality Coast, Inc                    | 09/08/2009   | 09/30/2014 | \$85,106               |
| 9616-09-Q    | C008200135        | Landscape Maintenance of Various Police Dept Facilities  | Westturf Landscape Maintenance        | 09/08/2009   | 05/31/2014 | \$100,386              |
| 9617-10-L    | 4600000293        | Janitorial Maintenance @ Marian Bear Park, Mow Shop & Various Comfort Stations   | TP Janitorial Services                | 07/02/2010   | 03/31/2015 | \$80,912               |
| 9637-09-Q    | 4600000019        | Landscape Maintenance of So Bay Wastewater Reclamation Plant & Grove Av Pump Station                                     | Aztec Landscaping, Inc                | 08/22/2009   | 09/30/2014 | \$35,059               |
| 9639-09-W    | 4600000266        | Household Hazardous Waste Collection & Disposal Services   | Clean Harbors Environmental           | 06/10/2010   | 06/30/2014 | \$737,000              |
| 9661-09-Q    | C008200162        | Landscape Maintenance of Desig Rights-of-Way & Slopes w/in Campus Pt & LaJolla Village Dr MADs                           | Blue Skies Landscape Maintenance, Inc | 06/27/2009   | 06/30/2014 | \$25,480               |
| 9678-10-V    | 4600000195        | Refuse and Recyclable Collection Services  | Allied Waste Services                 | 03/28/2010   | 03/31/2015 | \$475,089              |
| 9679-09-Q    | 4600000007        | Tree Maintenance Service in the Carmel Valley MAD  | So Cal Tree Care, Inc                 | 08/03/2009   | 07/31/2014 | \$180,883              |
| 9680-09-Z    | 4600000004        | Abatement Services   | B & Z Builders, Inc                   | 07/28/2009   | 07/14/2014 | \$147,552              |
| 9690-10-W    | 4600000135        | Wastewater Pumping Svc, Lot 2, Sec 1 & Lot 5   | United Sites Services of CA Inc       | 01/22/2010   | 01/31/2015 | \$39,000               |
| 9702-09-Q    | 4600000041        | Landscape & Comf Sta Maintenance for Scripps Ranch Comm Park & Joint Use Turf  | Aztec Landscaping, Inc                | 09/02/2009   | 09/30/2014 | \$74,484               |
| 9703-09-V    | 4600000112        | 40 Cubic Yard Roll-Off Containers & Disposal Services as needed  | Ware Disposal                         | 12/19/2009   | 02/14/2015 | \$3,899                |
| 9704-09-Q    | 4600000005        | Landscape Maintenance of Carmel Del Mar Park & Comfort Station   | Aztec Landscaping, Inc                | 07/28/2009   | 07/31/2014 | \$30,381               |
| 9716-09-Q    | 4600000091        | Landscape Maintenance w/in Coral Gate MAD  | Aztec Landscaping, Inc                | 11/29/2009   | 12/31/2014 | \$56,292               |
| 9719-09-Q    | 4600000174        | Landscape Maintenance of Ashley Falls Neighborhood Park & Comfort Station  | Aztec Landscaping, Inc                | 03/13/2010   | 04/14/2015 | \$48,378               |
| 9740-09-Q    | 4600000038        | Landscape Maintenance of Various Metro Wastewater Dept Reclamation Plants  | Acacia Landscape Company              | 09/14/2009   | 10/31/2014 | \$113,954              |
| 9900-10-Q    | 4600000268        | Landscape Maintenance Park Village MAD   | Landcare Logic                        | 06/10/2010   | 05/31/2015 | \$136,151              |
| 9901-10-Q    | 4600000130        | Landscape Maintenance of designated Rights-of-Ways, Medians, & Areas w/in East Village Redev & Ballpark                  | Landcare Logic                        | 01/15/2010   | 01/31/2015 | \$80,200               |
| 9901-10-Q    | 4600001069        | Landscape Maintenance of Desig Rights-of-Way/ Parkways Medians & Areas w/in East Village Redev & Ballpark Infrastructure | Landcare Logic                        | 01/23/2012   | 01/31/2015 | \$76,706               |
| 9918-10-L    | 4600000082        | Removal & Transport of Scum/Sludge, Grit & Storm Water w/in City Facility as needed                                      | Clean Harbors Environmental           | 11/13/2009   | 11/30/2014 | \$38,798               |

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|--------------|-------------------|---|---------------------------------------|--------------|------------|------------------------|
| 9944-10-Q    | 4600000251        | Landscape Maintenance of Designated Median, Rights-of-Way & Areas Adj to Rights-of-Way w/in Eastgate Tech MAD                               | Blue Skies Landscape Maintenance, Inc | 05/22/2010   | 06/30/2015 | \$44,620               |
| 9945-10-Q    | 4600000206        | Landscape Maintenance for Views West Neighborhood Park & Comfort Station  | Westturf Landscape Maintenance        | 04/06/2010   | 04/30/2015 | \$37,693               |
| 9948-10-Q    | 4600000269        | Landscape Maintenance of Stonebridge Neighborhood Park & Comfort Station  | Aztec Landscaping, Inc                | 06/14/2010   | 06/30/2015 | \$27,336               |
| 9949-10-Q    | 4600000214        | Landscape Maintenance of Designated Rights-of-Way and Slope Areas w/in Washington St MAD  | Ponderosa Landscape, Inc              | 04/11/2010   | 05/31/2015 | \$25,215               |
| 9950-10-Q    | 4600000250        | Landscape Maintenance of Thurgood Marshall Middle School Joint Use Turf   | Landcare Logic                        | 05/22/2010   | 06/30/2015 | \$34,622               |
| 9954-10-Q    | 4600000256        | Landscape Maintenance for Imperial Marketplace  | Landcare Logic                        | 05/27/2010   | 06/30/2015 | \$29,640               |
| 9955-11-Q    | 4600000368        | Landscape Maintenance of Desig Rights-of-Way/Parkways, Parks & Adj Slopes w/in Miramar Ranch No MAD   | Blue Skies Landscape Maintenance, Inc | 10/27/2010   | 10/31/2015 | \$751,349              |
| 9966-11-Q    | 4600000492        | Landscape Maintenance of Spring Cyn Park & Comf Sta & Dingeman School Field   | Aztec Landscaping, Inc                | 12/24/2010   | 01/31/2016 | \$66,937               |
| 9967-11-Q    | 4600000522        | Landscape Maint for Rancho Bernardo Comm Park & Dog Park & Comfort Stations   | Aztec Landscaping, Inc                | 01/26/2011   | 01/31/2016 | \$79,825               |
| 9968-11-Q    | 4600000364        | Landscape Maintenance of Dusty Rhodes Neighborhood Park & Dog Park  | Aztec Landscaping, Inc                | 10/23/2010   | 10/31/2015 | \$46,589               |
| 9970-11-Q    | 4600000491        | Landscape Maintenance of Black Mountain Ranch South MAD   | Treebeard Landscape, Inc              | 12/23/2010   | 01/31/2016 | \$337,550              |
| 9972-11-Q    | 4600000439        | Landscape Maintenance of Carmel Valley Comm Park & Comf Sta   | Acacia Landscape Company              | 11/06/2010   | 11/30/2015 | \$75,657               |
| 9973-11-Q    | 4600000441        | Landscape Maintenance for Alvarado Water Treatment Campus   | Landcare Logic                        | 11/07/2010   | 11/30/2015 | \$74,697               |
| 9977-11-Q    | 4600000577        | Landscape Maintenance of Designated Medians, Greenbelt/Mini Parks, Rights-of-Way, Areas Adj to Rights-of-Way & Slopes w/in Torrey Hills MAD | Nissho of California Inc              | 02/25/2011   | 02/29/2016 | \$597,998              |
| 9979-11-Q    | 4600000526        | Landscape Maintenance of So Creek Neighborhood Pk & Comfort Station   | Ponderosa Landscape, Inc              | 01/27/2011   | 02/29/2016 | \$40,635               |
| 9981-11-Q    | 4600000641        | Landscape Maintenance of Designated Medians, Rights-of-Way & Areas w/in Carmel Mtn Ranch MAD  | Landcare Logic                        | 03/30/2011   | 03/29/2016 | \$224,559              |
| 9982-11-Q    | 4600000580        | Landscape Maintenance for So Village Park & Comf Sta & Torrey Del Mar Park  | Tried & True Corporate Cleaning, Inc  | 02/28/2011   | 04/30/2014 | \$60,168               |
| 9983-11-Q    | 4600000579        | Landscape Maintenance of Carmel Creek Neighborhood Park & Comf Sta  | Acacia Landscape Company              | 02/28/2011   | 02/29/2016 | \$43,391               |
| 9984-11-Q    | 4600000675        | Landscape Maintenance w/in Gateway Ctr East MAD   | Aztec Landscaping, Inc                | 04/25/2011   | 04/30/2016 | \$105,998              |



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|---------------|-------------------|---|---------------------------------------|--------------|------------|------------------------|
| 100008910-11L | 4600000365        | Wastewater Pumping at Torrey Pines, Sched A   | Diamond Environmental Services        | 10/25/2010   | 11/14/2015 | \$62,741               |
| 10001592-12Q  | 4600001030        | Security Gate Services @ Various Community Parks  | Securitas Security Services USA       | 01/01/2012   | 12/31/2016 | \$44,447               |
| 10004984-10E  | 4600000594        | Fire Apparatus Body Repair and Paint Services   | Kovatch Mobile Equipment Corp.        | 03/12/2011   | 03/16/2015 | \$173,711              |
| 10005550-10L  | 4600000352        | Janitorial Maintenance Service at Various Police Department Facilities  | Qualityway Building Service           | 09/30/2010   | 07/31/2015 | \$240,569              |
| 10005711-10L  | 4600000342        | Janitorial Maintenance Service for City of San Diego Branch Libraries, Schedule B                                     | Coverall Health Based Cleaning        | 09/22/2010   | 10/18/2015 | \$174,042              |
| 10005711-10L  | 4600000348        | Janitorial Maintenance Service for City of San Diego Branch Libraries, Schedules A & C                                | T & T Janitorial                      | 09/24/2010   | 10/18/2015 | \$347,001              |
| 10006520-10P  | 4600000271        | On Call Asphalt Crack Sealing   | Road Works, Inc                       | 06/15/2010   | 06/30/2013 | \$420,001              |
| 10007128-10Z  | 4600000314        | Pest Control for Public Utilities Department  | Cartwright Termite & Pest Control     | 08/02/2010   | 08/31/2015 | \$30,053               |
| 10007601-10W  | 4600000311        | Wastewater Pumping Services @ Miramar Landfill  | Atlas Pumping Service                 | 07/26/2010   | 07/31/2015 | \$51,074               |
| 10008610-11Z  | 4600000467        | General and Agricultural Pest Control Services for Park & Recreation Department, Community                            | Epic Pest Control                     | 11/29/2010   | 01/02/2016 | \$32,122               |
| 10008910-11L  | 4600000366        | Wastewater Pumping at Torrey Pines, Sched B   | Atlas Pumping Service                 | 10/25/2010   | 11/14/2015 | \$285,240              |
| 10009350-11L  | 4600000570        | Janitorial Maintenance @ Various City of San Diego Operation Facilities - Chollas, Central Ops & Rose Cyn, Sched B, C | Prizm Janitorial Services Inc         | 02/22/2011   | 03/20/2016 | \$36,068               |
| 10012279-11W  | 4600000500        | Asbestos and Lead Abatement Services  | Miller Environmental Inc              | 12/29/2010   | 01/14/2013 | \$174,524              |
| 10013522-11P  | 4600000517        | Office Relocation Services  | Complete Relocation Services Inc      | 01/31/2011   | 01/30/2014 | \$32,165               |
| 10013522-11P  | 4600001915        | Relocation Services, as needed  | MEK Enterprises                       | 01/24/2014   | 01/31/2016 | \$32,946               |
| 10013883-11L  | 4600000745        | Janitorial Maintenance Service for Events and Post-Events @ Qualcomm Stadium  | Jani-King of California, Inc          | 06/09/2011   | 07/02/2014 | \$637,343              |
| 10013916-11P  | 4600000535        | Chain Link Fence, Installation, Repairs & Parts   | South Bay Fence, Inc                  | 02/07/2011   | 01/14/2016 | \$47,993               |
| 10013973-11Z  | 4600000983        | Parking Mgmt Svcs for Qualcomm Stadium  | Ace Parking                           | 11/04/2011   | 11/06/2016 | \$198,998              |
| 10014050-11Q  | 4600000717        | Landscape Maintenance of Desig Buffer Zones & Riparian Open Space w/in 1st San Diego River Improvement                | Blue Skies Landscape Maintenance, Inc | 05/26/2011   | 06/30/2016 | \$92,143               |
| 10014496-11Z  | 4600000757        | Bee & Wasp Removal & Extermination Services   | Pestmaster Services                   | 06/20/2011   | 06/19/2016 | \$31,461               |
| 10014695-11Q  | 4600000707        | Landscape Maintenance of Various MWWDD Reclamation Plants   | Acacia Landscape Company              | 05/13/2011   | 05/31/2016 | \$109,878              |
| 10014925-11L  | 4600000743        | Janitorial Maintenance Service @ Montgomery Field & Brown Field   | TP Janitorial Services                | 06/07/2011   | 06/30/2016 | \$29,840               |
| 10015260-12Q  | 4600000798        | Landscape Maintenance for Sabre Springs Park & Comfort Station  | Ponderosa Landscape, Inc              | 07/21/2011   | 08/31/2016 | \$36,479               |
| 10015801-12Q  | 4600000841        | Landscape Maintenance w/in Pacific Highland Ranch MAD   | Treebeard Landscape, Inc              | 08/12/2011   | 08/31/2016 | \$120,373              |
| 10016536-12W  | 4600000918        | Landscape Maintenance of Four Parks   | Aztec Landscaping, Inc                | 09/25/2011   | 09/30/2016 | \$49,490               |

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## Living Wage Ordinance Contracts in Fiscal Year 2014

Sorted by Bid No.

| <u>Bid #</u> | <u>Contract #</u> | <u>Bid Title</u>  | <u>Contractor</u>             | <u>Start</u> | <u>End</u> | <u>Contract Amount</u> |
|--------------|-------------------|---|-------------------------------|--------------|------------|------------------------|
| 10016714-12W | 4600001021        | Landscape Maintenance for Carmel Valley #10 MAD   | Treebeard Landscape, Inc      | 12/15/2011   | 12/30/2016 | \$129,223              |
| 10016715-12W | 4600001027        | Landscape Maintenance for Carmel Valley MAD   | Landscapes USA, Inc           | 12/22/2011   | 12/31/2016 | \$797,469              |
| 10019182-12L | 4600001101        | Janitorial Maintenance at NTC Harbor & Alvarado Water Treatment Plant   | T & T Janitorial              | 02/07/2012   | 03/18/2017 | \$126,423              |
| 10019874-12W | 4600001013        | Landscape Maintenance w/in Sage Cyn & Torrey Hills Neighborhood Parks & Comf Stations                                   | Ponderosa Landscape, Inc      | 12/12/2011   | 01/01/2017 | \$82,772               |
| 10019947-12W | 4600001017        | Landscape Maintenance w/in Otay Int'l Center MAD  | Aztec Landscaping, Inc        | 12/14/2011   | 12/31/2016 | \$175,542              |
| 10019948-12W | 4600001040        | Landscape Maintenance of Trees & Hardscape on Mission Bl  | Acacia Landscape Company      | 01/09/2012   | 12/31/2016 | \$37,945               |
| 10020213-12V | 4600000831        | Concession/Catering @ Qualcomm  | Centerplate                   | 08/09/2011   | 02/15/2015 | \$190,000              |
| 10020257-12L | 4600000895        | Used and Waste Tire Recycling & Disposal  | Reliable Tire Company         | 09/14/2011   | 09/20/2016 | \$62,399               |
| 10021272-12W | 4600001154        | Landscape Maintenance of Desig Medians, Rights-of-Way, Open Space, Parks & Comf Stations w/in Scripps Miramar Ranch MAD | Landscapes USA, Inc           | 03/02/2012   | 04/15/2017 | \$422,914              |
| 10021500-12W | 4600001038        | Brush Management Services   | Aztec Landscaping, Inc        | 01/19/2012   | 01/19/2013 | \$724,760              |
| 10021604-12W | 4600001032        | Landscape Maintenance w/in Solana Highlands Neighborhood Park   | Acacia Landscape Company      | 12/28/2011   | 02/15/2017 | \$32,135               |
| 10021966-12L | 4600001033        | Janitorial Maintenance 24/7 @ Civic Ctr & Gaslamp Square Park Comfort Stations  | T & T Janitorial              | 12/28/2011   | 12/31/2016 | \$290,643              |
| 10021974-12E | 4600000986        | Rental of Various Operated Trucks, Grades & Large Capacity Loaders @ Qualcomm   | Burns & Sons Trucking, Inc    | 11/07/2011   | 11/06/2016 | \$67,932               |
| 10022142-12Q | 4600001026        | Security Services for Various Park & Recreation Facilities  | Able Patrol & Guard           | 01/01/2012   | 12/31/2017 | \$24,977               |
| 10022632-12W | 4600001377        | Landscape Maintenance for Torrey Highlands MAD  | Landcare Logic                | 07/19/2012   | 07/31/2017 | \$302,349              |
| 10022719-12W | 4600001411        | Landscape Maintenance for Stonecrest Village MAD  | Contemporary Design Landscape | 08/10/2012   | 07/31/2017 | \$297,261              |
| 1002284-12W  | 4600001238        | Brush Management for Open Space   | Aztec Landscaping, Inc        | 04/27/2012   | 08/01/2013 | \$1,577,171            |
| 10022861-12L | 4600001149        | Janitorial Maintenance at Central Library   | T & T Janitorial              | 02/27/2012   | 03/31/2017 | \$168,096              |
| 10023248-12W | 4600001298        | Landscape Maintenance for Ocean View Hills, Robinhood Ridge & Remington Hills MAD                                       | Brewer Lawn Maintenance, Inc  | 06/06/2012   | 08/31/2017 | \$307,834              |
| 10023966-12W | 4600001547        | Landscape Maintenance for Genessee & North Torrey Pines MAD   | Contemporary Design Landscape | 11/05/2012   | 12/16/2017 | \$71,245               |
| 10023989-12Q | 4600001571        | Security Guard Service for Public Utilities MOC   | Able Patrol & Guard           | 11/28/2012   | 11/27/2014 | \$122,647              |
| 10024288-13W | 4600001602        | Landscape Maintenance for Mira Mesa & Calle Cristobal MAD   | Aztec Landscaping, Inc        | 01/16/2013   | 02/28/2018 | \$505,884              |
| 10024689-12W | 4600001347        | Landscape Maintenance for Camino Santa Fe MAD   | Brewer Lawn Maintenance, Inc  | 07/09/2012   | 07/13/2017 | \$83,612               |
| 10024890-12L | 4600001309        | Sweeping Service @ Montgomery Field & Brown Field   | Cannon Pacific                | 06/12/2012   | 08/15/2014 | \$101,320              |

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## Living Wage Ordinance Contracts in Fiscal Year 2014

Sorted by Bid No.

| <u>Bid #</u>   | <u>Contract #</u> | <u>Bid Title</u>   | <u>Contractor</u>                          | <u>Start</u> | <u>End</u> | <u>Contract Amount</u> |
|----------------|-------------------|--|--|--------------|------------|------------------------|
| 10024960-13W   | 4600001611        | Landscape Maintenance for Sabre Springs & Rancho Encantada MAD   | Landcare Logic                             | 01/17/2013   | 02/28/2018 | \$106,237              |
| 10025238-13W   | 4600001548        | Landscape Maintenance of Desig Medians & Park Areas w/in City Heights Urban Village & Police Station   | Aztec Landscaping, Inc                     | 11/05/2012   | 12/09/2017 | \$99,215               |
| 10025675-13W   | 4600001797        | Furnish the City w/ Brush Management Services for Open Space Park & Rec  | Natures Image, Inc                         | 08/12/2013   | 08/08/2018 | \$1,573,936            |
| 10025899-12W   | 4600001448        | Landscape Maintenance for Open Space Street Mediums  | Landscapes USA, Inc                        | 08/13/2012   | 09/24/2017 | \$85,053               |
| 10025899-12W   | 4600001449        | Landscape Maintenance for Open Space Street Medium   | Aztec Landscaping, Inc                     | 08/31/2012   | 09/24/2017 | \$229,469              |
| 10026314-13W   | 4600001515        | Landscape Maintenance of Desig Medians, Rights-of-Way, & Open Space w/in 5 MADs: El Cajon, Hillcrest, No Park, Talmadge & University Heights | Landcare Logic                             | 10/10/2012   | 10/31/2017 | \$359,936              |
| 10026343-13W   | 4600001610        | Landscape Maintenance for Public Utilities   | Landscapes USA, Inc                        | 01/17/2013   | 02/28/2014 | \$49,716               |
| 10028480-13Q   | 4600002003        | Security Guard Services at Various City Sites  | Able Patrol & Guard                        | 06/23/2014   | 06/22/2015 | \$1,355,856            |
| 10029689-13W   | 4600001683        | MAD Tierrasanta  | Treebeard Landscape,                       | 04/02/2013   | 04/30/2018 | \$668,019              |
| 10030695-13W   | 4600001567        | Landscape Maintenance for Rancho Bernardo & Penasquitos East MAD   | Aztec Landscaping, Inc                     | 11/29/2012   | 12/16/2017 | \$288,369              |
| 10030783-13W   | 4600001601        | Landscape Maintenance for Linda Vista MAD  | Contemporary Design                        | 01/16/2013   | 03/31/2018 | \$97,094               |
| 10031045-13L   | 4600001592        | On call 24/7 Scheduled & Emergency Wastewater Pumping Service, as needed   | Diamond Environmental Services             | 12/28/2012   | 01/14/2018 | \$591,801              |
| 10032302-13W   | 4600001666        | Landscape Maintenance of Torrey Hills MAD  | Landcare Logic                             | 03/14/2013   | 03/31/2018 | \$588,497              |
| 10034571-14V   | 4600001765        | Security Services for Qualcomm Stadium 24/7  | Contemporary Services                      | 07/01/2013   | 06/30/2018 | \$551,881              |
| 10034571-14V   | 4600001766        | Security Services for Qualcomm Stadium-Events  | Contemporary Services Corp                 | 07/01/2013   | 06/30/2018 | \$407,999              |
| 10037093-14W   | 4600001880        | Hazardous Waste Management Service for All City Sites  | Ocean Blue Environmental                   | 12/05/2013   | 12/03/2018 | \$3                    |
| 10037252-14C   | 4600001844        | Security Guard Services for Brown Field and Montgomery Field Airports  | Able Patrol & Guard                        | 11/01/2013   | 10/31/2018 | \$125,052              |
| 10038012-14W   | 4600001893        | Tree Trimming Services for P&R MADs  | West Coast Arborists,                      | 01/14/2014   | 01/13/2015 | \$401                  |
| 10039720-14V   | 4600001884        | Security Guard Services at Environmental Services Operations Station & Miramar Landfill  | Able Patrol & Guard                        | 12/16/2013   | 12/15/2018 | \$256,530              |
| 10041851-14L   | 4600001921        | Removal, Hauling & Disposal or Recycling of Estimated 420 Wet Tons of Contained Sewage Scum  | United Pumping Service, Inc                | 01/28/2014   | 04/06/2019 | \$89,154               |
| 10042813-14L   | 4600001995        | Steam Clean Sidewalks, Sidewalk Furniture & Trash Receptables w/in North Park MAD  | San Diego Power Clean                      | 05/20/2014   | 05/19/2015 | \$39,650               |
| 10043628-14J   | 4600001918        | Security Guard Services at Park & Rec Sites  | Able Patrol & Guard                        | 02/01/2014   | 01/31/2019 | \$234,742              |
| 100498002-12W  | 4600000872        | Provide City w/ Impound Services in Zones: 2b,3,4,5,8  | A to Z Enterprises/ Allied Gardens Towing/ | 09/02/2011   | 08/26/2016 | \$1                    |
| 100498003-12-W | 4600000874        | Provide City w/ Towing Services in Zones: 3,5  | Advantage Towing                           | 09/02/2011   | 09/14/2016 | \$25,000               |

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**Living Wage Ordinance Contracts in Fiscal Year 2014**  
Sorted by Bid No.

| <u>Bid #</u>  | <u>Contract #</u> | <u>Bid Title</u>   | <u>Contractor</u>                             | <u>Start</u> | <u>End</u> | <u>Contract Amount</u> |
|---------------|-------------------|--|---|--------------|------------|------------------------|
| 100498004-12W | 4600000876        | Provide City w/ Impound Services in Zones: 6,7               | A to Z Enterprises/<br>Allied Gardens Towing/ | 09/02/2011   | 09/05/2016 | \$1                    |
| 100498005-12W | 4600000878        | Provide City w/ Towing Services in Zone 8                    | American Towing                               | 09/02/2011   | 08/26/2016 | \$25,000               |
| 100498006-12W | 4600000879        | Provide City w/ Towing Services in Zones:<br>3,4,5,6,7       | Angelo's Towing &<br>Recovery                 | 09/02/2011   | 09/05/2016 | \$25,000               |
| 100498007-12W | 4600000880        | Provide City w/ Impound Services in Zones: 1,<br>2a          | Anytime Towing                                | 09/02/2011   | 09/14/2016 | \$1                    |
| 100498008-12W | 4600000881        | Provide City w/ Towing Services in Zones: 1, 2,<br>3, 4      | Anytime Towing                                | 09/02/2011   | 09/14/2016 | \$25,000               |
| 100498009-12W | 4600000882        | Provide City w/ Towing Services in Zones: 2, 4,<br>5, 6, 7   | C&D Towing Specialists                        | 09/02/2011   | 09/05/2016 | \$25,000               |
| 100498010-12W | 4600000883        | Provide City w/ Towing Services in Zone 8                    | Cortes Towing<br>Enterprises                  | 09/02/2011   | 08/26/2016 | \$25,000               |
| 100498012-12W | 4600000885        | Provide City w/ Towing Services in Zone 1                    | Guardian Towing                               | 09/02/2011   | 09/14/2016 | \$25,000               |
| 100498014-12W | 4600000873        | Provide City w/ Towing Services in Zones:<br>1,2,3,4,5,6,7,8 | A to Z Enterprises/<br>Allied Gardens Towing/ | 09/02/2011   | 08/26/2016 | \$75,000               |
| 100498015-12W | 4600000877        | Provide City w/ Towing Services in Zones:<br>1,2,3,4,5,6,7,8 | A to Z Enterprises/<br>Allied Gardens Towing/ | 09/02/2011   | 08/26/2016 | \$75,000               |
| —             | 4600001855        | Tree Trimming  | Utility Tree Service, Inc                     | 11/08/2013   | 06/30/2014 | \$1                    |

**149 CONTRACTS**

**68 CONTRACTORS**

**\$37,327,082**

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## Living Wage Ordinance Contracts in Fiscal Year 2014

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| <u>Contract #</u>                    | <u>Bid #</u>  | <u>Contract Title</u>   | <u>Contractor</u>                                   | <u>Start</u>     | <u>End</u> | <u>Amount</u> |
|--------------------------------------|---------------|---|---|------------------|------------|---------------|
| AUTO REPAIR, MAINTENANCE AND TOWING: |               |   |   |                  |            |               |
| 4600000594                           | 10004984-10E  | Fire Apparatus Body Repair and Paint Services                             | Kovatch Mobile Equipment Corp.                      | 03/12/2011       | 03/16/2015 | \$173,711     |
| 4600000872                           | 100498002-12W | Provide City w/ Impound Services in Zones: 2b,3,4,5,8                     | A to Z Enterprises/ Allied Gardens Towing/ Road One | 09/02/2011       | 08/26/2016 | \$1           |
| 4600000873                           | 100498014-12W | Provide City w/ Towing Services in Zones: 1,2,3,4,5,6,7,8                 | A to Z Enterprises/ Allied Gardens Towing/ Road One | 09/02/2011       | 08/26/2016 | \$75,000      |
| 4600000874                           | 100498003-12W | Provide City w/ Towing Services in Zones: 3,5                             | Advantage Towing                                    | 09/02/2011       | 09/14/2016 | \$25,000      |
| 4600000876                           | 100498004-12W | Provide City w/ Impound Services in Zones: 6,7                            | A to Z Enterprises/ Allied Gardens Towing/ Road One | 09/02/2011       | 09/05/2016 | \$1           |
| 4600000877                           | 100498015-12W | Provide City w/ Towing Services in Zones: 1,2,3,4,5,6,7,8                 | A to Z Enterprises/ Allied Gardens Towing/ Road One | 09/02/2011       | 08/26/2016 | \$75,000      |
| 4600000878                           | 100498005-12W | Provide City w/ Towing Services in Zone 8                                 | American Towing                                     | 09/02/2011       | 08/26/2016 | \$25,000      |
| 4600000879                           | 100498006-12W | Provide City w/ Towing Services in Zones: 3,4,5,6,7                       | Angelo's Towing & Recovery                          | 09/02/2011       | 09/05/2016 | \$25,000      |
| 4600000880                           | 100498007-12W | Provide City w/ Impound Services in Zones: 1, 2a                          | Anytime Towing                                      | 09/02/2011       | 09/14/2016 | \$1           |
| 4600000881                           | 100498008-12W | Provide City w/ Towing Services in Zones: 1, 2, 3, 4                      | Anytime Towing                                      | 09/02/2011       | 09/14/2016 | \$25,000      |
| 4600000882                           | 100498009-12W | Provide City w/ Towing Services in Zones: 2, 4, 5, 6, 7                   | C&D Towing Specialists                              | 09/02/2011       | 09/05/2016 | \$25,000      |
| 4600000883                           | 100498010-12W | Provide City w/ Towing Services in Zone 8                                 | Cortes Towing Enterprises                           | 09/02/2011       | 08/26/2016 | \$25,000      |
| 4600000885                           | 100498012-12W | Provide City w/ Towing Services in Zone 1                                 | Guardian Towing                                     | 09/02/2011       | 09/14/2016 | \$25,000      |
| <u>13 CONTRACTS</u>                  |               |   | <u>9 CONTRACTORS</u>                                | <u>\$498,714</u> |            |               |
| CONCESSIONS:                         |               |   |   |                  |            |               |
| 4600000831                           | 10020213-12V  | Concession/Catering @ Qualcomm  | Centerplate   | 08/09/2011       | 02/15/2015 | \$190,000     |
| <u>1 CONTRACT</u>                    |               |   | <u>1 CONTRACTOR</u>                                 | <u>\$190,000</u> |            |               |
| FACILITY MAINTENANCE:                |               |   |   |                  |            |               |
| 4600000517                           | 10013522-11P  | Office Relocation Services  | Complete Relocation Services Inc                    | 01/31/2011       | 01/30/2014 | \$32,165      |
| 4600000535                           | 10013916-11P  | Chain Link Fence, Installation, Repairs & Parts                           | South Bay Fence, Inc                                | 02/07/2011       | 01/14/2016 | \$47,993      |
| 4600000986                           | 10021974-12E  | Rental of Var Operated Trucks, Grades & Large Capacity Loaders @ Qualcomm | Burns & Sons Trucking, Inc                          | 11/07/2011       | 11/06/2016 | \$67,932      |
| 4600001915                           | 1--13522-11P  | Relocation Services, as needed  | MEK Enterprises                                     | 01/24/2014       | 01/31/2016 | \$32,946      |

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## Living Wage Ordinance Contracts in Fiscal Year 2014

Sorted by Commodity Type

| <u>Contract #</u>   | <u>Bid #</u> | <u>Contract Title</u>   | <u>Contractor</u>              | <u>Start</u> | <u>End</u> | <u>Amount</u>      |
|---------------------|--------------|---|--------------------------------|--------------|------------|--------------------|
| Sole Source         | 2191         | Management of City Concourse  | DMS Services, LLC              | 11/02/2009   | 11/30/2011 | \$192,000          |
| <u>5 CONTRACTS</u>  |              |   | <u>5 CONTRACTORS</u>           |              |            | <u>\$373,036</u>   |
| <b>JANITORIAL:</b>  |              |   |                                |              |            |                    |
| 4600000118          | 9613-09-L    | Janitorial Maintenance Service at Various Wastewater/Water Facilities   | T & T Janitorial               | 01/11/2010   | 03/31/2015 | \$110,574          |
| 4600000120          | 9613-09-L    | Janitorial Maintenance Service at Various Wastewater/Water Facilities   | DMS Services, LLC              | 01/12/2010   | 03/31/2015 | \$150,162          |
| 4600000121          | 9613-09-L    | Janitorial Maintenance Service at Various Wastewater/Water Facilities, Sched 4, 5, 6, 7                               | Prizm Janitorial Services Inc  | 01/12/2010   | 03/31/2015 | \$51,871           |
| 4600000122          | 9613-09-L    | Janitorial Maintenance Service at Various Wastewater/Water Facilities, Sched 9  | NMS Management, Inc            | 01/12/2010   | 03/31/2015 | \$3,899            |
| 4600000126          | 9613-09-L    | Janitorial Maintenance Service at Various Wastewater/Water Facilities, Sched 3  | Merchants Building Maintenance | 01/13/2010   | 03/31/2015 | \$38,083           |
| 4600000147          | 9610-10-L    | Janitorial Maintenance Service at Various City Facilities   | NMS Management, Inc            | 02/11/2010   | 03/31/2015 | \$72,877           |
| 4600000293          | 9617-10-L    | Janitorial Maintenance at Various City Facilities incl Comf Stations & Mission Trails Visitors Ctr                    | TP Janitorial Services         | 07/02/2010   | 03/31/2015 | \$80,912           |
| 4600000342          | 10005711-10L | Janitorial Maintenance Service for City of San Diego Branch Libraries, Schedule B                                     | Coverall Health Based Cleaning | 09/22/2010   | 10/18/2015 | \$174,042          |
| 4600000348          | 10005711-10L | Janitorial Maintenance Service for City of San Diego Branch Libraries, Schedules A & C                                | T & T Janitorial               | 09/24/2010   | 10/18/2015 | \$347,001          |
| 4600000352          | 10005550-10L | Janitorial Maintenance Service at Various Police Department Facilities  | Qualityway Building Service    | 09/30/2010   | 07/31/2015 | \$240,569          |
| 4600000570          | 10009350-11L | Janitorial Maintenance @ Various City of San Diego Operation Facilities - Chollas, Central Ops & Rose Cyn, Sched B, C | Prizm Janitorial Services Inc  | 02/22/2011   | 03/20/2016 | \$36,068           |
| 4600000743          | 10014925-11L | Janitorial Maintenance Service @ Montgomery Field & Brown Field   | TP Janitorial Services         | 06/07/2011   | 06/30/2016 | \$29,840           |
| 4600000745          | 10013883-11L | Janitorial Maintenance Service for Events and Post-Events @ Qualcomm Stadium  | Jani-King of California, Inc   | 06/09/2011   | 07/02/2014 | \$637,343          |
| 4600001033          | 10021966-12L | Janitorial Maintenance 24/7 @ Civic Ctr & Gaslamp Square Park Comfort Stations  | T & T Janitorial               | 12/28/2011   | 12/31/2016 | \$290,643          |
| 4600001101          | 10019182-12L | Janitorial Maintenance at NTC Harbor & Alvarado Water Treatment Plant   | T & T Janitorial               | 02/07/2012   | 03/18/2017 | \$126,423          |
| 4600001149          | 10022861-12L | Janitorial Maintenance at Central Library   | T & T Janitorial               | 02/27/2012   | 03/31/2017 | \$168,096          |
| 4600001309          | 10024890-12L | Sweeping Service @ Montgomery Field & Brown Field   | Cannon Pacific                 | 06/12/2012   | 08/15/2014 | \$101,320          |
| 4600001995          | 10042813-14L | Steam Clean Sidewalks, Sidewalk Furniture & Trash Receptacles w/in North Park MAD                                     | San Diego Power Clean          | 05/20/2014   | 05/19/2015 | \$39,650           |
| <u>18 CONTRACTS</u> |              |   | <u>11 CONTRACTORS</u>          |              |            | <u>\$2,699,373</u> |



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## Living Wage Ordinance Contracts in Fiscal Year 2014

Sorted by Commodity Type

| <u>Contract #</u>   | <u>Bid #</u> | <u>Contract Title</u>   | <u>Contractor</u>                     | <u>Start</u> | <u>End</u> | <u>Amount</u> |
|---------------------|--------------|---|---------------------------------------|--------------|------------|---------------|
| <b>LANDSCAPING:</b> |              |   |                                       |              |            |               |
| 4600000005          | 9704-09-Q    | Landscape Maintenance of Carmel Del Mar Park & Comfort Station  | Aztec Landscaping, Inc                | 07/28/2009   | 07/31/2014 | \$30,381      |
| 4600000007          | 9679-09-Q    | Tree Maintenance Service in the Carmel Valley MAD   | So Cal Tree Care, Inc                 | 08/03/2009   | 07/31/2014 | \$180,883     |
| 4600000019          | 9637-09-Q    | Landscape Maintenance of So Bay Wastewater  | Aztec Landscaping, Inc                | 08/22/2009   | 09/30/2014 | \$35,059      |
| 4600000038          | 9740-09-Q    | Landscape Maintenance of Various Metro Wastewater Dept Reclamation Plants                                     | Acacia Landscape Company              | 09/14/2009   | 10/31/2014 | \$113,954     |
| 4600000041          | 9702-09-Q    | Landscape & Comf Sta Maintenance for Scripps Ranch Comm Park & Joint Use Turf                                 | Aztec Landscaping, Inc                | 09/02/2009   | 09/30/2014 | \$74,484      |
| 4600000091          | 9716-09-Q    | Landscape Maintenance w/in Coral Gate MAD   | Aztec Landscaping, Inc                | 11/29/2009   | 12/31/2014 | \$56,292      |
| 4600000130          | 9901-10-Q    | Landscape Maintenance w/in East Village Redevelopment & Ballpark Infrastructure                               | Landcare Logic                        | 01/15/2010   | 01/31/2015 | \$80,200      |
| 4600000174          | 9719-09-Q    | Landscape Maintenance of Ashley Falls Neighborhood Park & Comfort Station                                     | Aztec Landscaping, Inc                | 03/13/2010   | 04/14/2015 | \$48,378      |
| 4600000206          | 9945-10-Q    | Landscape Maintenance for Views West Neighborhood Park & Comfort Station                                      | Westturf Landscape Maintenance        | 04/06/2010   | 04/30/2015 | \$37,693      |
| 4600000214          | 9945-10-Q    | Landscape Maintenance of Desig Rights-of-Way & Slope Areas w/in Washington St                                 | Ponderosa Landscape, Inc              | 04/11/2010   | 05/31/2015 | \$25,215      |
| 4600000250          | 9950-10-Q    | Landscape Maintenance of Thurgood Marshall Middle School Joint Use Turf                                       | Landcare Logic                        | 05/22/2010   | 06/30/2015 | \$34,622      |
| 4600000251          | 9944-10-Q    | Landscape Maintenance of Designated Median, Rights-of-Way & Areas Adj to Rights-of-Way w/in Eastgate Tech MAD | Blue Skies Landscape Maintenance, Inc | 05/22/2010   | 06/30/2015 | \$44,620      |
| 4600000256          | 9954-10-Q    | Landscape Maintenance for Imperial Marketplace  | Landcare Logic                        | 05/27/2010   | 06/30/2015 | \$29,640      |
| 4600000268          | 9900-10-Q    | Landscape Maintenance Park Village MAD  | Landcare Logic                        | 06/10/2010   | 05/31/2015 | \$136,151     |
| 4600000269          | 9948-10-Q    | Landscape Maintenance of Stonebridge Neighborhood Park & Comfort Station                                      | Aztec Landscaping, Inc                | 06/14/2010   | 06/30/2015 | \$27,336      |
| 4600000364          | 9968-11-Q    | Landscape Maintenance of Dusty Rhodes Neighborhood Park & Dog Park  | Aztec Landscaping, Inc                | 10/23/2010   | 10/31/2015 | \$46,589      |
| 4600000368          | 9955-11-Q    | Landscape Maintenance of Desig Rights-of-Way/Parkways, Parks & Adj Slopes w/in Miramar Ranch No MAD           | Blue Skies Landscape Maintenance, Inc | 10/27/2010   | 10/31/2015 | \$751,349     |
| 4600000439          | 9972-11-Q    | Landscape Maintenance of Carmel Valley Comm Park & Comf Sta   | Acacia Landscape Company              | 11/06/2010   | 11/30/2015 | \$75,657      |
| 4600000441          | 9973-11-Q    | Landscape Maintenance for Alvarado Water Treatment Campus   | Landcare Logic                        | 11/07/2010   | 11/30/2015 | \$74,697      |
| 4600000491          | 9970-11-Q    | Landscape Maintenance of Black Mountain Ranch South MAD   | Treebeard Landscape, Inc              | 12/23/2010   | 01/31/2016 | \$337,550     |
| 4600000492          | 9966-11-Q    | Landscape Maintenance of Spring Cyn Park & Comf Sta & Dingeman School Field                                   | Aztec Landscaping, Inc                | 12/24/2010   | 01/31/2016 | \$66,937      |

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| <u>Contract #</u> | <u>Bid #</u> | <u>Contract Title</u>   | <u>Contractor</u>                     | <u>Start</u> | <u>End</u> | <u>Amount</u> |
|-------------------|--------------|---|---------------------------------------|--------------|------------|---------------|
| 4600000522        | 9967-11-Q    | Landscape Maint for Rancho Bernardo Comm Park & Dog Park & Comfort Stations   | Aztec Landscaping, Inc                | 01/26/2011   | 01/31/2016 | \$79,825      |
| 4600000526        | 9979-11-Q    | Landscape Maintenance of So Creek Neighborhood Pk & Comfort Station   | Ponderosa Landscape, Inc              | 01/27/2011   | 02/29/2016 | \$40,635      |
| 4600000577        | 9977-11-Q    | Landscape Maintenance of Designated Medians, Greenbelt/Mini Parks, Rights-of-Way, Areas Adj to Rights-of-Way & Slopes w/in Torrey Hills MAD | Nissho of California Inc              | 02/25/2011   | 02/29/2016 | \$597,998     |
| 4600000579        | 9983-11-Q    | Landscape Maintenance of Carmel Creek Neighborhood Park & Comf Sta  | Acacia Landscape Company              | 02/28/2011   | 02/29/2016 | \$43,391      |
| 4600000580        | 9982-11-Q    | Landscape Maintenance for So Village Park & Comf Sta & Torrey Del Mar Park  | Tried & True Corporate Cleaning, Inc  | 02/28/2011   | 03/31/2016 | \$60,168      |
| 4600000641        | 9981-11-Q    | Landscape Maintenance of Designated Medians, Rights-of-Way & Areas w/in Carmel Mtn Ranch MAD  | Landcare Logic                        | 03/30/2011   | 03/29/2016 | \$224,559     |
| 4600000675        | 9984-11-Q    | Landscape Maintenance w/in Gateway Ctr East MAD   | Aztec Landscaping, Inc                | 04/25/2011   | 04/30/2016 | \$105,998     |
| 4600000707        | 10014695-11Q | Landscape Maintenance of Various MWWd Reclamation Plants  | Acacia Landscape Company              | 05/13/2011   | 05/31/2016 | \$109,878     |
| 4600000717        | 10014050-11Q | Landscape Maintenance of Desig Buffer Zones & Riparian Open Space w/in 1st San Diego River Improvement                                      | Blue Skies Landscape Maintenance, Inc | 05/26/2011   | 06/30/2016 | \$92,143      |
| 4600000798        | 10015260-12Q | Landscape Maintenance for Sabre Springs Park & Comfort Station  | Ponderosa Landscape, Inc              | 07/21/2011   | 08/31/2016 | \$36,479      |
| 4600000841        | 10015801-12Q | Landscape Maintenance w/in Pacific Highland Ranch MAD   | Treebeard Landscape, Inc              | 08/12/2011   | 08/31/2016 | \$120,373     |
| 4600000918        | 10016536-12W | Landscape Maintenance of Four Parks   | Aztec Landscaping, Inc                | 09/25/2011   | 09/30/2016 | \$49,490      |
| 4600001013        | 10019874-12W | Landscape Maintenance w/in Sage Cyn & Torrey Hills Neighborhood Parks & Comf Stations   | Ponderosa Landscape, Inc              | 12/12/2011   | 01/01/2017 | \$82,772      |
| 4600001017        | 10019947-12W | Landscape Maintenance w/in Otay Int'l Center MAD  | Aztec Landscaping, Inc                | 12/14/2011   | 12/31/2016 | \$175,542     |
| 4600001021        | 10016714-12W | Landscape Maintenance for Carmel Valley #10 MAD   | Treebeard Landscape, Inc              | 12/15/2011   | 12/30/2016 | \$129,223     |
| 4600001027        | 10016715-12W | Landscape Maintenance for Carmel Valley MAD   | Landscapes USA, Inc                   | 12/22/2011   | 12/31/2016 | \$797,469     |
| 4600001032        | 10021604-12W | Landscape Maintenance w/in Solana Highlands Neighborhood Park   | Acacia Landscape Company              | 12/28/2011   | 02/15/2017 | \$32,135      |
| 4600001038        | 10021500-12W | Brush Management Services   | Aztec Landscaping, Inc                | 01/19/2012   | 12/31/9999 | \$724,760     |
| 4600001040        | 10019948-12W | Landscape Maintenance of Trees & Hardscape on Mission Bl  | Acacia Landscape Company              | 01/09/2012   | 12/31/2016 | \$37,945      |
| 4600001069        | 9901-10-Q    | Landscape Maintenance of Desig Rights-of-Way/ Parkways Medians & Areas w/in East Village Redev & Ballpark Infrastructure                    | Landcare Logic                        | 01/23/2012   | 01/31/2015 | \$76,706      |



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| <u>Contract #</u> | <u>Bid #</u> | <u>Contract Title</u>  | <u>Contractor</u>             | <u>Start</u> | <u>End</u> | <u>Amount</u> |
|-------------------|--------------|--|-------------------------------|--------------|------------|---------------|
| 4600001154        | 10021272-12W | Landscape Maintenance of Desig Medians, Rights-of-Way, Open Space, Parks & Comf Stations w/in Scripps Miramar Ranch MAD                    | Landscapes USA, Inc           | 03/02/2012   | 04/15/2017 | \$422,914     |
| 4600001238        | 1002284-12W  | Brush Management for Open Space  | Aztec Landscaping, Inc        | 04/27/2012   | 08/01/2013 | \$1,577,171   |
| 4600001298        | 10023248-12W | Landscape Maintenance for Ocean View Hills, Robinhood Ridge & Remington Hills MAD  | Brewer Lawn Maintenance, Inc  | 06/06/2012   | 06/30/2017 | \$307,834     |
| 4600001347        | 10024689-12W | Landscape Maintenance for Camino Santa Fe MAD  | Brewer Lawn Maintenance, Inc  | 07/09/2012   | 07/13/2017 | \$83,612      |
| 4600001377        | 10022632-12W | Landscape Maintenance for Torrey Highlands MAD   | Landcare Logic                | 07/19/2012   | 07/31/2017 | \$302,349     |
| 4600001411        | 10022719-12W | Landscape Maintenance for Stonecrest Village MAD   | Contemporary Design Landscape | 08/10/2012   | 07/31/2017 | \$297,261     |
| 4600001448        | 10025899-12W | Landscape Maintenance for Open Space Street Mediums  | Landscapes USA, Inc           | 08/13/2012   | 09/24/2017 | \$85,053      |
| 4600001449        | 10025899-12W | Landscape Maintenance for Open Space Street Mediums  | Aztec Landscaping, Inc        | 08/31/2012   | 09/24/2017 | \$229,469     |
| 4600001515        | 10026314-13W | Landscape Maintenance of Desig Medians, Rights-of-Way & Open Space w/in 5 MADs: El Cajon, Hillcrest, NO Park, Talmade & University Heights | Landcare Logic                | 10/10/2012   | 10/31/2017 | \$359,936     |
| 4600001547        | 10023966-12W | Landscape Maintenance for Genessee & North Torrey Pines MAD  | Contemporary Design Landscape | 11/05/2012   | 12/16/2017 | \$71,245      |
| 4600001548        | 10025238-13W | Landscape Maintenance of Desig Medians & Park Areas w/in City Heights Urban Village & Police Station                                       | Aztec Landscaping, Inc        | 11/05/2012   | 12/09/2017 | \$99,215      |
| 4600001567        | 10030695-13W | Landscape Maintenance for Rancho Bernardo & Penasquitos East MAD   | Aztec Landscaping, Inc        | 11/29/2012   | 12/16/2017 | \$288,369     |
| 4600001601        | 10030783-13W | Landscape Maintenance for Linda Vista MAD  | Contemporary Design Landscape | 01/16/2013   | 03/31/2018 | \$97,094      |
| 4600001602        | 10024288-13W | Landscape Maintenance for Mira Mesa & Calle Cristobal MAD  | Aztec Landscaping, Inc        | 01/16/2013   | 02/28/2018 | \$505,884     |
| 4600001610        | 10026343-13W | Landscape Maintenance for Public Utilities   | Landscapes USA, Inc           | 01/17/2013   | 02/28/2014 | \$49,716      |
| 4600001611        | 10024960-13W | Landscape Maintenance for Sabre Springs & Rancho Encantada MAD   | Landcare Logic                | 01/17/2013   | 02/28/2018 | \$106,237     |
| 4600001666        | 10032302-13W | Landscape Maintenance of Torrey Hills MAD  | Landcare Logic                | 03/14/2013   | 03/31/2018 | \$588,497     |
| 4600001683        | 10029689-13W | MAD Tierrasanta  | Treebeard Landscape, Inc      | 04/02/2013   | 04/30/2018 | \$668,019     |
| 4600001797        | 10025675-13W | Furnish the City with Brush Management Services for Open Space Park & Rec  | Natures Image, Inc            | 08/12/2013   | 08/08/2018 | \$1,573,936   |
| 4600001855        |              | Tree Trimming  | Utility Tree Service, Inc     | 11/08/2013   | 06/30/2014 | \$1           |
| 4600001893        | 1003812-14W  | Tree Trimming Services for P&R MADs  | West Coast Arborists, Inc     | 01/14/2014   | 01/13/2015 | \$401         |
| C008090214        | 8649-07-Y    | Tree Removal, Stump Grinding & Backfilling, as required  | West Coast Arborists, Inc     | 06/27/2009   | 06/30/2014 | \$34,646      |

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| Contract #          | Bid #        | Contract Title  | Contractor                            | Start               | End        | Amount    |
|---------------------|--------------|---|---------------------------------------|---------------------|------------|-----------|
| C008090216          | 8622-07-Y    | Landscape Maintenance at Various Metro Wastewater Operations Sites  | Blue Skies Landscape Maintenance, Inc | 06/27/2009          | 05/31/2012 | \$73,061  |
| C008100071          | 8781-07-Y    | Mowing & Grounds Maintenance at Montgomery & Brown Fields   | Powerland Equipment, Inc              | 06/27/2009          | 09/30/2012 | \$168,671 |
| C008100138          | 9057-08-Q    | Landscape Maintenance of Designated Planted & Paved Center Islands in Sabre Springs Landscape MAD           | Aztec Landscaping, Inc                | 06/27/2009          | 12/31/2013 | \$58,225  |
| C008100176          | 9216-08-Q    | Tree Trimming/Tree Planting for approx 5,000 Trees  | West Coast Arborists, Inc             | 06/27/2009          | 04/14/2013 | \$281,021 |
| C008100186          | 9093-08-Q    | Landscape Maintenance of Designated Parks, Medians, Rights-of-Way & Open Space Areas w/in Tierrasanta MAD   | Treebeard Landscape, Inc              | 06/29/2009          | 04/30/2013 | \$500,775 |
| C008100214          | 9144-08-Q    | Landscape Maintenance of Various Library Sites  | Ponderosa Landscape, Inc              | 06/27/2009          | 05/31/2013 | \$390,244 |
| C008200093          | 9489-09-Q    | Palm Tree Trimming for approx 30,000 Queen, Fan & Date Palms, incl Plant New Trees                          | West Coast Arborists, Inc             | 06/27/2009          | 12/31/2013 | \$721,804 |
| C008200110          | 9502-09-Q    | Landscape Maintenance of Carmel Mtn Ranch, Sabre Springs Park & Comfort Stations                            | Aztec Landscaping, Inc                | 06/27/2009          | 03/14/2014 | \$36,013  |
| C008200135          | 9616-09-Q    | Landscape Maintenance of Various Police Dept Facilities   | Westturf Landscape Maintenance        | 09/08/2009          | 05/31/2014 | \$100,386 |
| C008200162          | 9661-09-Q    | Landscape Maintenance of Desig Rights-of-Way & Slopes w/in Campus Pt & LaJolla Village Dr MADs              | Blue Skies Landscape Maintenance, Inc | 06/27/2009          | 06/30/2014 | \$25,480  |
| <u>73 CONTRACTS</u> |              |   | <u>17 CONTRACTORS</u>                 | <u>\$16,029,715</u> |            |           |
| PARKING MANAGEMENT: |              |   |                                       |                     |            |           |
| 4600000157          | 9105-08-Z    | Parking Management Services for Evan Jones Parkade  | Ace Parking Management, Inc           | 02/19/2010          | 02/17/2015 | \$665,463 |
| 4600000983          | 10013973-11Z | Parking Mgmt Svcs for Qualcomm Stadium  | Ace Parking Management, Inc           | 11/04/2011          | 11/06/2016 | \$198,998 |
| <u>2 CONTRACTS</u>  |              |   | <u>1 CONTRACTOR</u>                   | <u>\$864,461</u>    |            |           |
| PEST CONTROL:       |              |   |                                       |                     |            |           |
| 4600000314          | 10007128-10Z | Pest Control for Public Utilities Department  | Cartwright Termite & Pest Control     | 08/02/2010          | 08/31/2015 | \$30,053  |
| 4600000467          | 10008610-11Z | General and Agricultural Pest Control Services for Park & Recreation Department, Community Parks I Division | Epic Pest Control                     | 11/29/2010          | 01/02/2016 | \$32,122  |
| 4600000757          | 10014496-11Z | Bee & Wasp Removal & Extermination Services   | Pestmaster Services                   | 06/20/2011          | 06/19/2016 | \$31,461  |
| <u>3 CONTRACTS</u>  |              |   | <u>3 CONTRACTORS</u>                  | <u>\$93,636</u>     |            |           |

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| <u>Contract #</u>                                   | <u>Bid #</u> | <u>Contract Title</u>   | <u>Contractor</u>                 | <u>Start</u>       | <u>End</u> | <u>Amount</u> |
|---|--------------|---|-----------------------------------|--------------------|------------|---------------|
| RIGHT-OF-WAY MAINTENANCE:                           |              |   |                                   |                    |            |               |
| 4600000271  | 10006520-10P | On Call Asphalt Crack Sealing   | Road Works, Inc                   | 06/15/2010         | 06/30/2013 | \$420,001     |
| <u>1 CONTRACT</u>                                   |              |   | <u>1 CONTRACTOR</u>               | <u>\$420,001</u>   |            |               |
| SECURITY SERVICES:                                  |              |   |                                   |                    |            |               |
| 4600000816  | 8502-07-W    | Security Guard Services @ Various City Sites                                    | G4S Secure Solutions              | 07/29/2011         | 06/22/2014 | \$2,795,095   |
| 4600001026  | 10022142-12Q | Security Services for Various Park & Recreation Facilities                      | Able Patrol & Guard               | 12/21/2011         | 12/31/2017 | \$24,977      |
| 4600001030  | 10001592-12Q | Security Gate Services @ Various Community Parks                                | Securitas Security Services USA   | 12/23/2011         | 12/31/2016 | \$44,447      |
| 4600001571  | 10023989-12Q | Security Guard Service for Public Utilities MOC                                 | Able Patrol & Guard               | 12/03/2012         | 11/27/2014 | \$122,647     |
| 4600001765  | 10034571-14V | Security Services for Qualcomm Stadium 24/7                                     | Contemporary Services Corp        | 07/01/2013         | 06/30/2018 | \$551,881     |
| 4600001766  | 10034571-14V | Security Services for Qualcomm Stadium - Events                                 | Contemporary Services Corp        | 07/01/2013         | 06/30/2018 | \$407,999     |
| 4600001844  | 10037252-14C | Security Guard Services for Brown Field & Montgomery Field Airports             | Able Patrol & Guard               | 11/01/2013         | 10/31/2018 | \$125,052     |
| 4600001884  | 10039720-14V | Security Guard Services @ Environmental Services Ops Station & Miramar Landfill | Able Patrol & Guard               | 12/16/2013         | 12/15/2018 | \$256,530     |
| 4600001918  | 10032628-14J | Security Guard Services @ P&R Sites   | Able Patrol & Guard               | 02/01/2014         | 01/31/2019 | \$234,742     |
| 4600002003  | 10028480-13Q | Security Guard Services @ Various City Sites                                    | Able Patrol & Guard               | 06/23/2014         | 06/22/2015 | \$1,355,856   |
| C008200013  | 9331-08-B    | Security Guard Services at Various City Sites                                   | Able Patrol & Guard               | 06/27/2009         | 07/31/2013 | \$1,032,933   |
| C008200054  | 9474-09-B    | Security Guard Service for Various Park & Recreation Sites                      | US Security Associates, Inc       | 06/27/2009         | 10/31/2013 | \$118,889     |
| Sole Source   | 1479         | Qualcomm Stadium Security   | Elite Show Services               | 06/01/2009         | 05/31/2010 | \$2,880,000   |
| <u>13 CONTRACTS</u>                                 |              |   | <u>6 CONTRACTORS</u>              | <u>\$9,951,048</u> |            |               |
| WASTE COLLECTION AND DISPOSAL, INCLUDING RECYCLING: |              |   |                                   |                    |            |               |
| 4600000004  | 9680-09-Z    | Abatement Services  | B & Z Builders, Inc               | 07/28/2009         | 07/14/2014 | \$147,552     |
| 4600000112  | 9703-09-V    | 40 Cubic Yard Roll-Off Containers & Disposal Services as needed                 | Ware Disposal                     | 12/19/2009         | 02/14/2015 | \$3,899       |
| 4600000195  | 9678-10-V    | Refuse and Recyclable Collection Services                                       | Allied Waste Services             | 03/28/2010         | 03/31/2015 | \$475,089     |
| 4600000266  | 9639-09-W    | Household Hazardous Waste Collection & Disposal Services                        | Clean Harbors Environmental       | 06/10/2010         | 06/30/2014 | \$737,000     |
| 4600000500  | 10012279-11W | Asbestos and Lead Abatement Services  | Miller Environmental Inc          | 12/29/2010         | 01/14/2013 | \$174,524     |
| 4600000637  | 9075-08-A    | Hazardous Waste Management Services for All City Sites                          | Ocean Blue Environmental Services | 03/28/2011         | 10/31/2013 | \$973,000     |
| 4600000895  | 10020257-12L | Used and Waste Tire Recycling & Disposal  | Reliable Tire Company             | 09/14/2011         | 09/20/2016 | \$62,399      |
| 4600001880  | 10037093-14W | Hazardous Waste Management Services for All City Sites                          | Ocean Blue Environmental Services | 12/05/2013         | 12/03/2018 | \$3           |

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| <u>Contract #</u>                        | <u>Bid #</u>  | <u>Contract Title</u>   | <u>Contractor</u>                 | <u>Start</u> | <u>End</u> | <u>Amount</u>              |
|--|---------------|---|-----------------------------------|--------------|------------|----------------------------|
| 4600001921                               | 10041851-14L  | Removal, Hauling & Disposal or Recycling of Estimated 420 Wet Tons of Contained Sewage Scum | United Pumping Service, Inc       | 01/28/2014   | 04/06/2019 | \$89,154                   |
| C008200046                               | 9427-08-W     | Incident Clean-up & Disposal Services   | Patriot Environmental Services    | 06/27/2009   | 09/04/2013 | \$274,099                  |
| C008200052                               | 9379-08-W     | Aqueous Part Cleaner Maintenance Services for Customer Owned Equipment & Rentals            | FRS Environmental, Inc            | 06/27/2009   | 10/14/2013 | \$634,748                  |
| C008200056                               | 9075-08-A     | Hazardous Waste Management Service  | Ocean Blue Environmental Services | 06/27/2009   | 10/31/2013 | \$1,400,000                |
| <b><u>12 CONTRACTS</u></b>               |               |   | <b><u>10 CONTRACTORS</u></b>      |              |            | <b><u>\$4,971,467</u></b>  |
| <b>WATER AND WASTEWATER MAINTENANCE:</b> |               |   |                                   |              |            |                            |
| 4600000032                               | 9615-09-L     | Cleaning of Sludge Hopper Bay Area at Metro Biosolids Center                                | Quality Coast, Inc                | 09/08/2009   | 09/30/2014 | \$85,106                   |
| 4600000082                               | 9918-10-L     | Removal & Transport of Scum/Sludge, Grit & Storm Water w/in City Facility as needed         | Clean Harbors Environmental       | 11/13/2009   | 11/30/2014 | \$38,798                   |
| 4600000135                               | 9690-10-W     | Wastewater Pumping Svc, Lot 2, Sec 1 & Lot 5  | United Sites Services of CA Inc   | 01/22/2010   | 01/31/2015 | \$39,000                   |
| 4600000311                               | 10007601-10W  | Wastewater Pumping Services at Miramar Landfill   | Atlas Pumping Service             | 07/26/2010   | 07/31/2015 | \$51,074                   |
| 4600000365                               | 100008910-11L | Wastewater Pumping at Torrey Pines, Sched A   | Diamond Environmental Services    | 10/25/2010   | 11/14/2015 | \$62,741                   |
| 4600000366                               | 10008910-11L  | Wastewater Pumping at Torrey Pines, Sched B   | Atlas Pumping Service             | 10/25/2010   | 11/14/2015 | \$285,240                  |
| 4600001592                               | 10031045-13L  | On call 24/7 Scheduled & Emergency Wastewater Pumping Service, as needed                    | Diamond Environmental Services    | 12/28/2012   | 01/14/2018 | \$591,801                  |
| C008200067                               | 9398-09-L     | Removal & Disposal of a Estimated 475 Wet Tons of Sewage Scum                               | Terra Renewal LLC                 | 06/27/2009   | 11/30/2013 | \$81,871                   |
| <b><u>8 CONTRACTS</u></b>                |               |   | <b><u>7 CONTRACTORS</u></b>       |              |            | <b><u>\$1,235,631</u></b>  |
| <b>2014 FISCAL YEAR TOTALS:</b>          |               |   |                                   |              |            |                            |
| <b><u>149 CONTRACTS</u></b>              |               |   | <b><u>68 CONTRACTORS</u></b>      |              |            | <b><u>\$37,327,082</u></b> |

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| <u>Contractor</u>  | <u>Contract #</u> | <u>Bid #</u>   | <u>Bid Title</u>  | <u>Contract Amount</u> |
|--|-------------------|----------------|---|------------------------|
| <b>A to Z Enterprises/ Allied Gardens Towing/ Road One</b> | 4600000872        | 100498002-12-W | Provide City w/ Impound Services in Zones: 2b,3,4,5,8                     | \$1                    |
|  | 4600000873        | 100498014-12-W | Provide City w/ Towing Services in Zones: 1,2,3,4,5,6,7,8                 | \$75,000               |
|  | 4600000876        | 100498004-12-W | Provide City w/ Impound Services in Zones: 6,7                            | \$1                    |
|  | 4600000877        | 100498015-12-W | Provide City w/ Towing Services in Zones: 1,2,3,4,5,6,7,8                 | \$75,000               |
|  |                   |                |   | <b>\$150,002</b>       |
| <b>Able Patrol &amp; Guard</b>                             | 4600001026        | 10022142-12Q   | Security Services for Various Park & Recreation Facilities                | \$24,977               |
|  | 4600001571        | 10023989-12Q   | Security Guard Service for Public Utilities MOC                           | \$122,647              |
|  | 4600001844        | 10037252-14C   | Security Guard Services for Brown Field and Montgomery Field              | \$125,052              |
|  | 4600001884        | 10039720-14V   | Security Guard Services at Environmental Services Operations              | \$256,530              |
|  | 4600001918        | 10043628-14J   | Security Guard Services at Park & Rec Sites                               | \$234,742              |
|  | 4600002003        | 10028480-13Q   | Security Guard Services at Various City Sites                             | \$1,355,856            |
|  | C008200013        | 9331-08-B      | Security Guard Services at Various City Sites                             | \$1,032,933            |
|  |                   |                |   | <b>\$3,152,737</b>     |
| <b>Acacia Landscape Company</b>                            | 4600000038        | 9740-09-Q      | Landscape Maintenance of Various Metro Wastewater Dept Reclamation Plants | \$113,954              |
|  | 4600000439        | 9972-11-Q      | Landscape Maintenance of Carmel Valley Comm Park & Comf Sta               | \$75,657               |
|  | 4600000579        | 9983-11-Q      | Landscape Maintenance of Carmel Creek Neighborhood Park & Comf Sta        | \$43,391               |
|  | 4600000707        | 10014695-11Q   | Landscape Maintenance of Various MWWd Reclamation Plants                  | \$109,878              |
|  | 4600001032        | 10021604-12W   | Landscape Maintenance w/in Solana Highlands Neighborhood Park             | \$32,135               |
|  | 4600001040        | 10019948-12W   | Landscape Maintenance of Trees & Hardscape on Mission Bl                  | \$37,945               |
|  |                   |                |   | <b>\$412,960</b>       |
| <b>Ace Parking Management, Inc</b>                         | 4600000157        | 9105-08-Z      | Parking Mgmt Services for Evan Jones Parkade                              | \$665,463              |
|  | 4600000983        | 10013973-11Z   | Parking Mgmt Svcs for Qualcomm Stadium                                    | \$198,998              |
|  |                   |                |   | <b>\$864,461</b>       |
| <b>Advantage Towing</b>                                    | 4600000874        | 100498003-12-W | Provide City w/ Towing Services in Zones: 3,5                             | <b>\$25,000</b>        |
| <b>Allied Waste Services</b>                               | 4600000195        | 9678-10-V      | Refuse and Recyclable Collection Services                                 | <b>\$475,089</b>       |
| <b>American Towing</b>                                     | 4600000878        | 100498005-12-W | Provide City w/ Towing Services in Zone 8                                 | <b>\$25,000</b>        |
| <b>Angelo's Towing &amp; Recovery</b>                      | 4600000879        | 100498006-12-W | Provide City w/ Towing Services in Zones: 3,4,5,6,7                       | <b>\$25,000</b>        |
| <b>Anytime Towing</b>                                      | 4600000880        | 100498007-12-W | Provide City w/ Impound Services in Zones: 1, 2a                          | \$1                    |
|  | 4600000881        | 100498008-12-W | Provide City w/ Towing Services in Zones: 1, 2, 3, 4                      | \$25,000               |
|  |                   |                |   | <b>\$25,001</b>        |
| <b>Atlas Pumping Service</b>                               | 4600000311        | 10007601-10W   | Wastewater Pumping Services @ Miramar Landfill                            | \$51,074               |
|  | 4600000366        | 10008910-11L   | Wastewater Pumping at Torrey Pines, Sched B                               | \$285,240              |
|  |                   |                |   | <b>\$336,314</b>       |

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## Living Wage Ordinance Contracts in Fiscal Year 2014

Sorted by Contractors

| <u>Contractor</u>                     | <u>Contract #</u> | <u>Bid #</u> | <u>Bid Title</u>  | <u>Contract Amount</u> |
|---------------------------------------|-------------------|--------------|---|------------------------|
| Aztec Landscaping, Inc                | 4600000005        | 9704-09-Q    | Landscape Maintenance of Carmel Del Mar Park & Comfort Station  | \$30,381               |
|                                       | 4600000019        | 9637-09-Q    | Landscape Maintenance of So Bay Wastewater Reclamation  | \$35,059               |
|                                       | 4600000041        | 9702-09-Q    | Landscape & Comf Sta Maintenance for Scripps Ranch Comm Park & Joint Use Turf                                 | \$74,484               |
|                                       | 4600000091        | 9716-09-Q    | Landscape Maintenance w/in Coral Gate MAD   | \$56,292               |
|                                       | 4600000174        | 9719-09-Q    | Landscape Maintenance of Ashley Falls Neighborhood Park & Comfort Station                                     | \$48,378               |
|                                       | 4600000269        | 9948-10-Q    | Landscape Maintenance of Stonebridge Neighborhood Park &  | \$27,336               |
|                                       | 4600000364        | 9968-11-Q    | Landscape Maintenance of Dusty Rhodes Neighborhood Park & Dog Park  | \$46,589               |
|                                       | 4600000492        | 9966-11-Q    | Landscape Maintenance of Spring Cyn Park & Comf Sta &   | \$66,937               |
|                                       | 4600000522        | 9967-11-Q    | Landscape Maint for Rancho Bernardo Comm Park & Dog Park  | \$79,825               |
|                                       | 4600000675        | 9984-11-Q    | Landscape Maintenance w/in Gateway Ctr East MAD   | \$105,998              |
|                                       | 4600000918        | 10016536-12W | Landscape Maintenance of Four Parks   | \$49,490               |
|                                       | 4600001017        | 10019947-12W | Landscape Maintenance w/in Otay Int'l Center MAD  | \$175,542              |
|                                       | 4600001038        | 10021500-12W | Brush Management Services   | \$724,760              |
|                                       | 4600001238        | 1002284-12W  | Brush Management for Open Space   | \$1,577,171            |
|                                       | 4600001449        | 10025899-12W | Landscape Maintenance for Open Space Street Medium  | \$229,469              |
|                                       | 4600001548        | 10025238-13W | Landscape Maintenance of Desig Medians & Park Areas w/in City Heights Urban Village & Police Station          | \$99,215               |
|                                       | 4600001567        | 10030695-13W | Landscape Maintenance for Rancho Bernardo & Penasquitos East MAD  | \$288,369              |
|                                       | 4600001602        | 10024288-13W | Landscape Maintenance for Mira Mesa & Calle Cristobal MAD   | \$505,884              |
|                                       | C008100138        | 9057-08-Q    | Landscape Maintenance of Designated Planted & Paved Center  | \$58,225               |
|                                       | C008200110        | 9502-09-Q    | Landscape Maintenance of Carmel Mtn Ranch, Sabre Springs  | \$36,013               |
|                                       |                   |              |   | <b>\$4,315,417</b>     |
| B & Z Builders, Inc                   | 4600000004        | 9680-09-Z    | Abatement Services  | <b>\$147,552</b>       |
| Blue Skies Landscape Maintenance, Inc | 4600000251        | 9944-10-Q    | Landscape Maintenance of Designated Median, Rights-of-Way & Areas Adj to Rights-of-Way w/in Eastgate Tech MAD | \$44,620               |
|                                       | 4600000368        | 9955-11-Q    | Landscape Maintenance of Desig Rights-of-Way/Parkways, Parks & Adj Slopes w/in Miramar Ranch No MAD           | \$751,349              |
|                                       | 4600000717        | 10014050-11Q | Landscape Maintenance of Desig Buffer Zones & Riparian Open Space w/in 1st San Diego River Improvement        | \$92,143               |
|                                       | C008090216        | 8622-07-Y    | Landscape Maintenance at Various Metro Wastewater Operations Sites  | \$73,061               |
|                                       | C008200162        | 9661-09-Q    | Landscape Maintenance of Desig Rights-of-Way & Slopes w/in  | \$25,480               |
|                                       |                   |              |   | <b>\$986,653</b>       |
| Brewer Lawn Maintenance, Inc          | 4600001298        | 10023248-12W | Landscape Maintenance for Ocean View Hills, Robinhood Ridge   | \$307,834              |



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## Living Wage Ordinance Contracts in Fiscal Year 2014

Sorted by Contractors

| <u>Contractor</u>                     | <u>Contract #</u> | <u>Bid #</u>   | <u>Bid Title</u>  | <u>Contract Amount</u> |
|---------------------------------------|-------------------|----------------|---|------------------------|
|                                       | 4600001347        | 10024689-12W   | Landscape Maintenance for Camino Santa Fe MAD   | \$83,612               |
|                                       |                   |                |   | <b>\$391,446</b>       |
| <b>Burns &amp; Sons Trucking, Inc</b> | 4600000986        | 10021974-12E   | Rental of Various Operated Trucks, Grades & Large Capacity Loaders @ Qualcomm                               | <b>\$67,932</b>        |
| <b>C&amp;D Towing Specialists</b>     | 4600000882        | 100498009-12W  | Provide City w/ Towing Services in Zones: 2, 4, 5, 6, 7   | <b>\$25,000</b>        |
| <b>Cannon Pacific</b>                 | 4600001309        | 10024890-12L   | Sweeping Service @ Montgomery Field & Brown Field   | <b>\$101,320</b>       |
| <b>Cartwright Termite &amp; Pest</b>  | 4600000314        | 10007128-10Z   | Pest Control for Public Utilities Department  | <b>\$30,053</b>        |
| <b>Centerplate</b>                    | 4600000831        | 10020213-12V   | Concession/Catering @ Qualcomm  | <b>\$190,000</b>       |
| <b>Clean Harbors Environmental</b>    | 4600000082        | 9918-10-L      | Removal & Transport of Scum/Sludge, Grit & Storm Water w/in   | \$38,798               |
|                                       | 4600000266        | 9639-09-W      | Household Hazardous Waste Collection & Disposal Services  | \$737,000              |
|                                       |                   |                |   | <b>\$775,798</b>       |
| <b>Complete Relocation Services</b>   | 4600000517        | 10013522-11P   | Office Relocation Services  | <b>\$32,165</b>        |
| <b>Contemporary Design Landscape</b>  | 4600001411        | 10022719-12W   | Landscape Maintenance for Stonecrest Village MAD  | \$297,261              |
|                                       | 4600001547        | 10023966-12W   | Landscape Maintenance for Genessee & No Torrey Pines MAD  | \$71,245               |
|                                       | 4600001601        | 10030783-13W   | Landscape Maintenance for Linda Vista MAD   | \$97,094               |
|                                       |                   |                |   | <b>\$465,600</b>       |
| <b>Contemporary Services Corp</b>     | 4600001765        | 10034571-14V   | Security Services for Qualcomm Stadium 24/7   | \$551,881              |
|                                       | 4600001766        | 10034571-14V   | Security Services for Qualcomm Stadium-Events   | \$407,999              |
|                                       |                   |                |   | <b>\$959,880</b>       |
| <b>Cortes Towing Enterprises</b>      | 4600000883        | 100498010-12-W | Provide City w/ Towing Services in Zone 8   | <b>\$25,000</b>        |
| <b>Coverall Health Based Cleaning</b> | 4600000342        | 10005711-10L   | Janitorial Maintenance Service for City of San Diego Branch Libraries, Schedule B                           | <b>\$174,042</b>       |
| <b>Diamond Environmental</b>          | 4600000365        | 100008910-11L  | Wastewater Pumping at Torrey Pines, Sched A   | \$62,741               |
|                                       | 4600001592        | 10031045-13L   | On call 24/7 Scheduled & Emergency Wastewater Pumping   | \$591,801              |
|                                       |                   |                |   | <b>\$654,542</b>       |
| <b>DMS Services, LLC</b>              | 4600000120        | 9613-09-L      | Janitorial Maintenance Service at Various Wastewater/Water  | \$150,162              |
|                                       | Sole Source       | 2191           | Management of City Concourse  | \$192,000              |
|                                       |                   |                |   | <b>\$342,162</b>       |
| <b>Elite Show Services</b>            | Sole Source       | 1479           | Qualcomm Stadium Security   | <b>\$2,880,000</b>     |
| <b>Epic Pest Control</b>              | 4600000467        | 10008610-11Z   | General and Agricultural Pest Control Services for Park & Recreation Department, Community Parks I Division | <b>\$32,122</b>        |
| <b>FRS Environmental, Inc</b>         | C008200052        | 9379-08-W      | Aqueous Part Cleaner Maintenance Services for Customer  | <b>\$634,748</b>       |
| <b>G4S Secure Solutions</b>           | 4600000816        | 8502-07-W      | Security Guard Services @ Various City Sites  | <b>\$2,795,095</b>     |
| <b>Guardian Towing</b>                | 4600000885        | 100498012-12-W | Provide City w/ Towing Services in Zone 1   | <b>\$25,000</b>        |

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## Living Wage Ordinance Contracts in Fiscal Year 2014

Sorted by Contractors

| <u>Contractor</u>              | <u>Contract #</u> | <u>Bid #</u> | <u>Bid Title</u>   | <u>Contract Amount</u> |
|--------------------------------|-------------------|--------------|--|------------------------|
| Jani-King of California, Inc   | 4600000745        | 10013883-11L | Janitorial Maintenance Service for Events and Post-Events @ Qualcomm Stadium   | <b>\$637,343</b>       |
| Kovatch Mobile Equipment Corp  | 4600000594        | 10004984-10E | Fire Apparatus Body Repair and Paint Services  | <b>\$173,711</b>       |
| Landcare Logic                 | 4600000130        | 9901-10-Q    | Landscape Maintenance of designated Rights-of-Ways,  | \$80,200               |
|                                | 4600000250        | 9950-10-Q    | Landscape Maintenance of Thurgood Marshall Middle School   | \$34,622               |
|                                | 4600000256        | 9954-10-Q    | Landscape Maintenance for Imperial Marketplace   | \$29,640               |
|                                | 4600000268        | 9900-10-Q    | Landscape Maintenance Park Village MAD   | \$136,151              |
|                                | 4600000441        | 9973-11-Q    | Landscape Maintenance for Alvarado Water Treatment Campus  | \$74,697               |
|                                | 4600000641        | 9981-11-Q    | Landscape Maintenance of Designated Medians, Rights-of-Way & Areas w/in Carmel Mtn Ranch MAD                               | \$224,559              |
|                                | 4600001069        | 9901-10-Q    | Landscape Maintenance of Desig Rights-of-Way/ Parkways   | \$76,706               |
|                                | 4600001377        | 10022632-12W | Landscape Maintenance for Torrey Highlands MAD   | \$302,349              |
|                                | 4600001515        | 10026314-13W | Landscape Maintenance of Desig Medians, Rights-of-Way, &   | \$359,936              |
|                                | 4600001611        | 10024960-13W | Landscape Maintenance for Sabre Springs & Rancho   | \$106,237              |
|                                | 4600001666        | 10032302-13W | Landscape Maintenance of Torrey Hills MAD  | \$588,497              |
|                                |                   |              |  | <b>\$2,013,594</b>     |
| Landscapes USA, Inc            | 4600001027        | 10016715-12W | Landscape Maintenance for Carmel Valley MAD  | \$797,469              |
|                                | 4600001154        | 10021272-12W | Landscape Maintenance of Desig Medians, Rights-of-Way,   | \$422,914              |
|                                | 4600001448        | 10025899-12W | Landscape Maintenance for Open Space Street Mediums  | \$85,053               |
|                                | 4600001610        | 10026343-13W | Landscape Maintenance for Public Utilities   | \$49,716               |
|                                |                   |              |  | <b>\$1,355,152</b>     |
| MEK Enterprises                | 4600001915        | 10013522-11P | Relocation Services, as needed   | <b>\$32,946</b>        |
| Merchants Building Maintenance | 4600000126        | 9613-09-L    | Janitorial Maintenance Service at Various Wastewater/Water Facilities, Sched 3   | <b>\$38,083</b>        |
| Miller Environmental Inc       | 4600000500        | 10012279-11W | Asbestos and Lead Abatement Services   | <b>\$174,524</b>       |
| Natures Image, Inc             | 4600001797        | 10025675-13W | Furnish the City w/ Brush Management Services for Open Space Park & Rec  | <b>\$1,573,936</b>     |
| Nissho of California Inc       | 4600000577        | 9977-11-Q    | Landscape Maintenance of Designated Medians, Greenbelt/Mini Parks, Rights-of-Way, Areas Adj to Rights-of-Way & Slopes w/in | <b>\$597,998</b>       |
| NMS Management, Inc            | 4600000122        | 9613-09-L    | Janitorial Maintenance Service at Various Wastewater/Water   | \$3,899                |
|                                | 4600000147        | 9610-10-L    | Janitorial Maintenance Service at Various City Facilities  | \$72,877               |
|                                |                   |              |  | <b>\$76,776</b>        |
| Ocean Blue Environmental       | 4600001880        | 10037093-14W | Hazardous Waste Management Service for All City Sites  | \$3                    |
|                                | 4600000637        | 9075-08-A    | Hazardous Waste Management Services for All City Sites   | \$973,000              |
|                                | C008200056        | 9075-08-A    | Hazardous Waste Management Service   | \$1,400,000            |
|                                |                   |              |  | <b>\$2,373,003</b>     |



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| <u>Contractor</u>              | <u>Contract #</u> | <u>Bid #</u>  | <u>Bid Title</u>   | <u>Contract Amount</u> |
|--------------------------------|-------------------|---------------|--|------------------------|
| Patriot Environmental Services | C008200046        | 9427-08-W     | Incident Clean-up & Disposal Services  | \$274,099              |
| Pestmaster Services            | 4600000757        | 10014496-11Z  | Bee & Wasp Removal & Extermination Services  | \$31,461               |
| Ponderosa Landscape, Inc       | 4600000214        | 9949-10-Q     | Landscape Maintenance of Designated Rights-of-Way and Slope Areas w/in Washington St MAD | \$25,215               |
|                                | 4600000526        | 9979-11-Q     | Landscape Maintenance of So Creek Neighborhood Pk & Comfort Station                      | \$40,635               |
|                                | 4600000798        | 10015260-12Q  | Landscape Maintenance for Sabre Springs Park & Comfort                                   | \$36,479               |
|                                | 4600001013        | 10019874-12W  | Landscape Maintenance w/in Sage Cyn & Torrey Hills                                       | \$82,772               |
|                                | C008100214        | 9144-08-Q     | Landscape Maintenance of Various Library Sites   | \$390,244              |
|                                |                   |               |  | <b>\$575,345</b>       |
| Powerland Equipment, Inc       | C008100071        | 8781-07-Y     | Mowing & Grounds Maintenance at Montgomery & Brown Fields                                | \$168,671              |
| Prizm Janitorial Services Inc  | 4600000121        | 9613-09-L     | Janitorial Maintenance Service at Various Wastewater/Water                               | \$51,871               |
|                                | 4600000570        | 10009350-11L  | Janitorial Maintenance @ Various City of San Diego Operation                             | \$36,068               |
|                                |                   |               |  | <b>\$87,939</b>        |
| Quality Coast, Inc             | 4600000032        | 9615-09-L     | Cleaning of Sludge Hopper Bay Area at Metro Biosolids Center                             | \$85,106               |
| Qualityway Building Service    | 4600000352        | 10005550-10L  | Janitorial Maintenance Service at Various Police Department                              | \$240,569              |
| Reliable Tire Company          | 4600000895        | 10020257-12L  | Used and Waste Tire Recycling & Disposal   | \$62,399               |
| Road Works, Inc                | 4600000271        | 10006520-10P  | On Call Asphalt Crack Sealing  | \$420,001              |
| San Diego Power Clean          | 4600001995        | 10042813-14-L | Steam Clean Sidewalks, Sidewalk Furniture & Trash  | \$39,650               |
| Securitas Security Services    | 4600001030        | 10001592-12Q  | Security Gate Services @ Various Community Parks   | \$44,447               |
| So Cal Tree Care, Inc          | 4600000007        | 9679-09-Q     | Tree Maintenance Service in the Carmel Valley MAD  | \$180,883              |
| South Bay Fence, Inc           | 4600000535        | 10013916-11P  | Chain Link Fence, Installation, Repairs & Parts  | \$47,993               |
| T & T Janitorial               | 4600000118        | 9613-09-L     | Janitorial Maintenance Service at Various Wastewater/Water Facilities                    | \$110,574              |
|                                | 4600000348        | 10005711-10L  | Janitorial Maintenance Service for City of San Diego Branch Libraries, Schedules A & C   | \$347,001              |
|                                | 4600001033        | 10021966-12L  | Janitorial Maintenance 24/7 @ Civic Ctr & Gaslamp Square                                 | \$290,643              |
|                                | 4600001101        | 10019182-12L  | Janitorial Maintenance at NTC Harbor & Alvarado Water                                    | \$126,423              |
|                                | 4600001149        | 10022861-12L  | Janitorial Maintenance at Central Library  | \$168,096              |
|                                |                   |               |  | <b>\$1,042,737</b>     |
| Terra Renewal LLC              | C008200067        | 9398-09-L     | Removal & Disposal of a Estimated 475 Wet Tons of Sewage Scum                            | \$81,871               |
| TP Janitorial Services         | 4600000293        | 9617-10-L     | Janitorial Maintenance at Various City Facilities incl Comf                              | \$80,912               |
|                                | 4600000743        | 10014925-11L  | Janitorial Maintenance Service @ Montgomery Field, Brown                                 | \$29,840               |
|                                |                   |               |  | <b>\$110,752</b>       |

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**Living Wage Ordinance Contracts in Fiscal Year 2014**  
Sorted by Contractors

| <u>Contractor</u>               | <u>Contract #</u> | <u>Bid #</u> | <u>Bid Title</u>  | <u>Contract Amount</u>      |
|---------------------------------|-------------------|--------------|---|-----------------------------|
| Treebeard Landscape, Inc        | 4600000491        | 9970-11-Q    | Landscape Maintenance of Black Mountain Ranch South MAD   | \$337,550                   |
|                                 | 4600000841        | 10015801-12Q | Landscape Maintenance w/in Pacific Highland Ranch MAD   | \$120,373                   |
|                                 | 4600001021        | 10016714-12W | Landscape Maintenance for Carmel Valley #10 MAD   | \$129,223                   |
|                                 | 4600001683        | 10029689-13W | MAD Tierrasanta   | \$668,019                   |
|                                 | C008100186        | 9093-08-Q    | Landscape Maintenance of Designated Parks, Medians, Rights-of-Way & Open Space Areas w/in Tierrasanta MAD | \$500,775                   |
|                                 |                   |              |   | <b>\$1,755,940</b>          |
| Tried & True Corporate          | 4600000580        | 9982-11-Q    | Landscape Maintenance for So Village Park & Comf Sta &  | <b>\$60,168</b>             |
| United Pumping Service, Inc     | 4600001921        | 10041851-14L | Removal, Hauling & Disposal or Recycling of Estimated 420   | <b>\$89,154</b>             |
| United Sites Services of CA Inc | 4600000135        | 9690-10-W    | Wastewater Pumping Svc, Lot 2, Sec 1 & Lot 5  | <b>\$39,000</b>             |
| US Security Associates, Inc     | C008200054        | 9474-09-B    | Security Guard Service for Various Park & Recreation Sites  | <b>\$118,889</b>            |
| Utility Tree Service, Inc       | 4600001855        | —            | Tree Trimming   | <b>\$1</b>                  |
| Ware Disposal                   | 4600000112        | 9703-09-V    | 40 Cubic Yard Roll-Off Containers & Disposal Services as  | <b>\$3,899</b>              |
| West Coast Arborists, Inc       | 4600001893        | 10038012-14W | Tree Trimming Services for P&R MADs   | \$401                       |
|                                 | C008090214        | 8649-07-Y    | Tree Removal, Stump Grinding and Backfilling as required  | \$34,646                    |
|                                 | C008100176        | 9216-08-Q    | Tree Trimming/Tree Planting for approx 5,000 Trees  | \$281,021                   |
|                                 | C008200093        | 9489-09-Q    | Palm Tree Trimming for approx 30,000 Queen, Fan & Date Palms, incl Plant New Trees                        | \$721,804                   |
|                                 |                   |              |   | <b>\$1,037,872</b>          |
| Westturf Landscape              | 4600000206        | 9945-10-Q    | Landscape Maintenance for Views West Neighborhood Park &  | \$37,693                    |
|                                 | C008200135        | 9616-09-Q    | Landscape Maintenance of Various Police Dept Facilities   | \$100,386                   |
|                                 |                   |              |   | <b>\$138,079</b>            |
| <b><u>68 CONTRACTORS</u></b>    |                   |              |   | <b><u>149 CONTRACTS</u></b> |
|                                 |                   |              |   | <b><u>\$37,327,082</u></b>  |

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Living Wage Ordinance Contractors in Fiscal Year 2014  
Sorted by Contractor Earnings

| <u>Contractor</u>                     | <u>Number of Contracts</u> | <u>Total Amount</u> |
|---------------------------------------|----------------------------|---------------------|
| Aztec Landscaping, Inc                | 20                         | \$4,315,417         |
| Able Patrol & Guard                   | 7                          | \$3,152,737         |
| Elite Show Services                   | 1                          | \$2,880,000         |
| G4S Secure Solutions                  | 1                          | \$2,795,095         |
| Ocean Blue Environmental Services     | 3                          | \$2,373,003         |
| Landcare Logic                        | 11                         | \$2,013,594         |
| Treebeard Landscape, Inc              | 5                          | \$1,755,940         |
| Natures Image, Inc                    | 1                          | \$1,573,936         |
| Landscapes USA, Inc                   | 4                          | \$1,355,152         |
| T & T Janitorial                      | 5                          | \$1,042,737         |
| West Coast Arborists, Inc             | 4                          | \$1,037,872         |
| Blue Skies Landscape Maintenance, Inc | 5                          | \$986,653           |
| Contemporary Services Corp            | 2                          | \$959,880           |
| Ace Parking Management, Inc           | 2                          | \$864,461           |
| Clean Harbors Environmental           | 2                          | \$775,798           |
| Diamond Environmental Services        | 2                          | \$654,542           |
| Jani-King of California, Inc          | 1                          | \$637,343           |
| FRS Environmental, Inc                | 1                          | \$634,748           |
| Nissho of California Inc              | 1                          | \$597,998           |
| Ponderosa Landscape, Inc              | 5                          | \$575,345           |
| Allied Waste Services                 | 1                          | \$475,089           |
| Contemporary Design Landscape         | 3                          | \$465,600           |
| Road Works, Inc                       | 1                          | \$420,001           |
| Acacia Landscape Company              | 6                          | \$412,960           |
| Brewer Lawn Maintenance, Inc          | 2                          | \$391,446           |
| DMS Services, LLC                     | 2                          | \$342,162           |
| Atlas Pumping Service                 | 2                          | \$336,314           |
| Patriot Environmental Services        | 1                          | \$274,099           |
| Qualityway Building Service           | 1                          | \$240,569           |
| Centerplate                           | 1                          | \$190,000           |

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Living Wage Ordinance Contractors in Fiscal Year 2014  
Sorted by Contractor Earnings

| <u>Contractor</u>                                 | <u>Number of Contracts</u> | <u>Total Amount</u> |
|---|----------------------------|---------------------|
| So Cal Tree Care, Inc                             | 1                          | \$180,883           |
| Miller Environmental Inc                          | 1                          | \$174,524           |
| Coverall Health Based Cleaning                    | 1                          | \$174,042           |
| Kovatch Mobile Equipment Corp                     | 1                          | \$173,711           |
| Powerland Equipment, Inc                          | 1                          | \$168,671           |
| A to Z Enterprises/Allied Gardens Towing/Road One | 4                          | \$150,002           |
| B & Z Builders, Inc                               | 1                          | \$147,552           |
| Westturf Landscape Maintenance                    | 2                          | \$138,079           |
| US Security Associates, Inc                       | 1                          | \$118,889           |
| TP Janitorial Services                            | 2                          | \$110,752           |
| Cannon Pacific                                    | 1                          | \$101,320           |
| United Pumping Service, Inc                       | 1                          | \$89,154            |
| Prizm Janitorial Services Inc                     | 2                          | \$87,939            |
| Quality Coast, Inc                                | 1                          | \$85,106            |
| Terra Renewal LLC                                 | 1                          | \$81,871            |
| NMS Management, Inc                               | 2                          | \$76,776            |
| Burns & Sons Trucking, Inc                        | 1                          | \$67,932            |
| Reliable Tire Company                             | 1                          | \$62,399            |
| Tried & True Corporate Cleaning, Inc              | 1                          | \$60,168            |
| South Bay Fence, Inc                              | 1                          | \$47,993            |
| Securitas Security Services USA                   | 1                          | \$44,447            |
| San Diego Power Clean                             | 1                          | \$39,650            |
| United Sites Services of CA Inc                   | 1                          | \$39,000            |
| Merchants Building Maintenance                    | 1                          | \$38,083            |
| MEK Enterprises                                   | 1                          | \$32,946            |
| Complete Relocation Services Inc                  | 1                          | \$32,165            |
| Epic Pest Control                                 | 1                          | \$32,122            |
| Pestmaster Services                               | 1                          | \$31,461            |
| Cartwright Termite & Pest Control                 | 1                          | \$30,053            |
| Anytime Towing                                    | 2                          | \$25,001            |

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Living Wage Ordinance Contractors in Fiscal Year 2014  
Sorted by Contractor Earnings

| <u>Contractor</u>          | <u>Number of Contracts</u> | <u>Total Amount</u> |
|----------------------------|----------------------------|---------------------|
| Advantage Towing           | 1                          | \$25,000            |
| American Towing            | 1                          | \$25,000            |
| Angelo's Towing & Recovery | 1                          | \$25,000            |
| C&D Towing Specialist      | 1                          | \$25,000            |
| Cortes Towing Enterprises  | 1                          | \$25,000            |
| Guardian Towing            | 1                          | \$25,000            |
| Ware Disposal              | 1                          | \$3,899             |
| Utility Tree Service, Inc  | 1                          | \$1                 |
| <u>68 CONTRACTORS</u>      | <u>149 CONTRACTS</u>       | <u>\$37,327,082</u> |

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Living Wage Ordinance Contractors in Fiscal Year 2014  
Sorted by Total Number of Contracts for Each Contractor

| <u>Contractor</u>                                 | <u>Number of Contracts</u> | <u>Total Amount</u> |
|---|----------------------------|---------------------|
| Aztec Landscaping, Inc                            | 20                         | \$4,315,417         |
| Landcare Logic                                    | 11                         | \$2,013,594         |
| Able Patrol & Guard                               | 7                          | \$3,152,737         |
| Acacia Landscape Company                          | 6                          | \$412,960           |
| Treebeard Landscape, Inc                          | 5                          | \$1,755,940         |
| T & T Janitorial                                  | 5                          | \$1,042,737         |
| Blue Skies Landscape Maintenance, Inc             | 5                          | \$986,653           |
| Ponderosa Landscape, Inc                          | 5                          | \$575,345           |
| Landscapes USA, Inc                               | 4                          | \$1,355,152         |
| West Coast Arborists, Inc                         | 4                          | \$1,037,872         |
| A to Z Enterprises/Allied Gardens Towing/Road One | 4                          | \$150,002           |
| Ocean Blue Environmental Services                 | 3                          | \$2,373,003         |
| Contemporary Design Landscape                     | 3                          | \$465,600           |
| Contemporary Services Corp                        | 2                          | \$959,880           |
| Ace Parking Management, Inc                       | 2                          | \$864,461           |
| Clean Harbors Environmental                       | 2                          | \$775,798           |
| Diamond Environmental Services                    | 2                          | \$654,542           |
| Brewer Lawn Maintenance, Inc                      | 2                          | \$391,446           |
| DMS Services, LLC                                 | 2                          | \$342,162           |
| Atlas Pumping Service                             | 2                          | \$336,314           |
| Westturf Landscape Maintenance                    | 2                          | \$138,079           |
| TP Janitorial Services                            | 2                          | \$110,752           |
| Prizm Janitorial Services Inc                     | 2                          | \$87,939            |
| NMS Management, Inc                               | 2                          | \$76,776            |
| Anytime Towing                                    | 2                          | \$25,001            |
| Elite Show Services                               | 1                          | \$2,880,000         |
| G4S Secure Solutions                              | 1                          | \$2,795,095         |
| Natures Image, Inc                                | 1                          | \$1,573,936         |
| Jani-King of California, Inc                      | 1                          | \$637,343           |
| FRS Environmental, Inc                            | 1                          | \$634,748           |

07/01/2013 -  
06/30/2014

Living Wage Ordinance Contractors in Fiscal Year 2014  
Sorted by Total Number of Contracts for Each Contractor

| <u>Contractor</u>                    | <u>Number of Contracts</u> | <u>Total Amount</u> |
|--------------------------------------|----------------------------|---------------------|
| Nissho of California Inc             | 1                          | \$597,998           |
| Allied Waste Services                | 1                          | \$475,089           |
| Road Works, Inc                      | 1                          | \$420,001           |
| Patriot Environmental Services       | 1                          | \$274,099           |
| Qualityway Building Service          | 1                          | \$240,569           |
| Centerplate                          | 1                          | \$190,000           |
| So Cal Tree Care, Inc                | 1                          | \$180,883           |
| Miller Environmental Inc             | 1                          | \$174,524           |
| Coverall Health Based Cleaning       | 1                          | \$174,042           |
| Kovatch Mobile Equipment Corp        | 1                          | \$173,711           |
| Powerland Equipment, Inc             | 1                          | \$168,671           |
| B & Z Builders, Inc                  | 1                          | \$147,552           |
| US Security Associates, Inc          | 1                          | \$118,889           |
| Cannon Pacific                       | 1                          | \$101,320           |
| United Pumping Service, Inc          | 1                          | \$89,154            |
| Quality Coast, Inc                   | 1                          | \$85,106            |
| Terra Renewal LLC                    | 1                          | \$81,871            |
| Burns & Sons Trucking, Inc           | 1                          | \$67,932            |
| Reliable Tire Company                | 1                          | \$62,399            |
| Tried & True Corporate Cleaning, Inc | 1                          | \$60,168            |
| South Bay Fence, Inc                 | 1                          | \$47,993            |
| Securitas Security Services USA      | 1                          | \$44,447            |
| San Diego Power Clean                | 1                          | \$39,650            |
| United Sites Services of CA Inc      | 1                          | \$39,000            |
| Merchants Building Maintenance       | 1                          | \$38,083            |
| MEK Enterprises                      | 1                          | \$32,946            |
| Complete Relocation Services Inc     | 1                          | \$32,165            |
| Epic Pest Control                    | 1                          | \$32,122            |
| Pestmaster Services                  | 1                          | \$31,461            |
| Cartwright Termite & Pest Control    | 1                          | \$30,053            |


07/01/2013 -  
06/30/2014

Living Wage Ordinance Contractors in Fiscal Year 2014  
Sorted by Total Number of Contracts for Each Contractor

| <u>Contractor</u>          | <u>Number of Contracts</u> | <u>Total Amount</u> |
|----------------------------|----------------------------|---------------------|
| Advantage Towing           | 1                          | \$25,000            |
| American Towing            | 1                          | \$25,000            |
| Angelo's Towing & Recovery | 1                          | \$25,000            |
| C&D Towing Specialist      | 1                          | \$25,000            |
| Cortes Towing Enterprises  | 1                          | \$25,000            |
| Guardian Towing            | 1                          | \$25,000            |
| Ware Disposal              | 1                          | \$3,899             |
| Utility Tree Service, Inc  | 1                          | \$1                 |
| <u>68 CONTRACTORS</u>      | <u>149 CONTRACTS</u>       | <u>\$37,327,082</u> |




# Annual Report for Fiscal Year 2014



THE CITY OF SAN DIEGO

# Living Wage Ordinance



***“advances the interests of the City as a whole by creating jobs that keep workers and their families out of poverty”***

*– San Diego Municipal Code*



# LWO Applicability

## City of San Diego service contracts:

- Includes subcontracts
- No thresholds (dollar amount or contract length)
- Covers employees for hours worked on contract

## LWO does not apply on:

- Purchase of goods
- Construction (except right-of-way maintenance)
- “Professional” services (legal, banking, financial, technical, engineering, medical, management, etc.)



# Employer Requirements

- **Pay fixed wages to covered employees:**
  - \$11.65/hr + \$2.34/hr in health benefits
  - \$13.99/hr total [FY14]
  - Annual increase on July 1
- **Provide days off:** 10 paid + 10 additional unpaid per year
- **Submit:** *LWO Certification of Compliance*
- **Post/Distribute:** *LWO Notice to Employees*



# Wage Rate History

|         | <u>Increase</u> | <u>Wage + Health Benefits</u> | <u>Full Cash</u> |
|---------|-----------------|-------------------------------|------------------|
| FY 2015 | 1.3%            | \$11.80 + \$2.37 /hr          | \$14.17 /hr      |
| FY 2014 | 1.6%            | \$11.65 + \$2.34 /hr          | \$13.99 /hr      |
| FY 2013 | 3.0%            | \$11.47 + \$2.30 /hr          | \$13.77 /hr      |
| FY 2012 | 1.3%            | \$11.14 + \$2.23 /hr          | \$13.37 /hr      |
| FY 2011 | 0.0%            | \$11.00 + \$2.20 /hr          | \$13.20 /hr      |
| FY 2010 | 3.9%            | \$11.00 + \$2.20 /hr          | \$13.20 /hr      |
| FY 2009 | 2.3%            | \$10.58 + \$2.12 /hr          | \$12.70 /hr      |
| FY 2008 | 3.4%            | \$10.34 + \$2.07 /hr          | \$12.41 /hr      |
| FY 2007 | N/A             | \$10.00 + \$2.00 /hr          | \$12.00 /hr      |

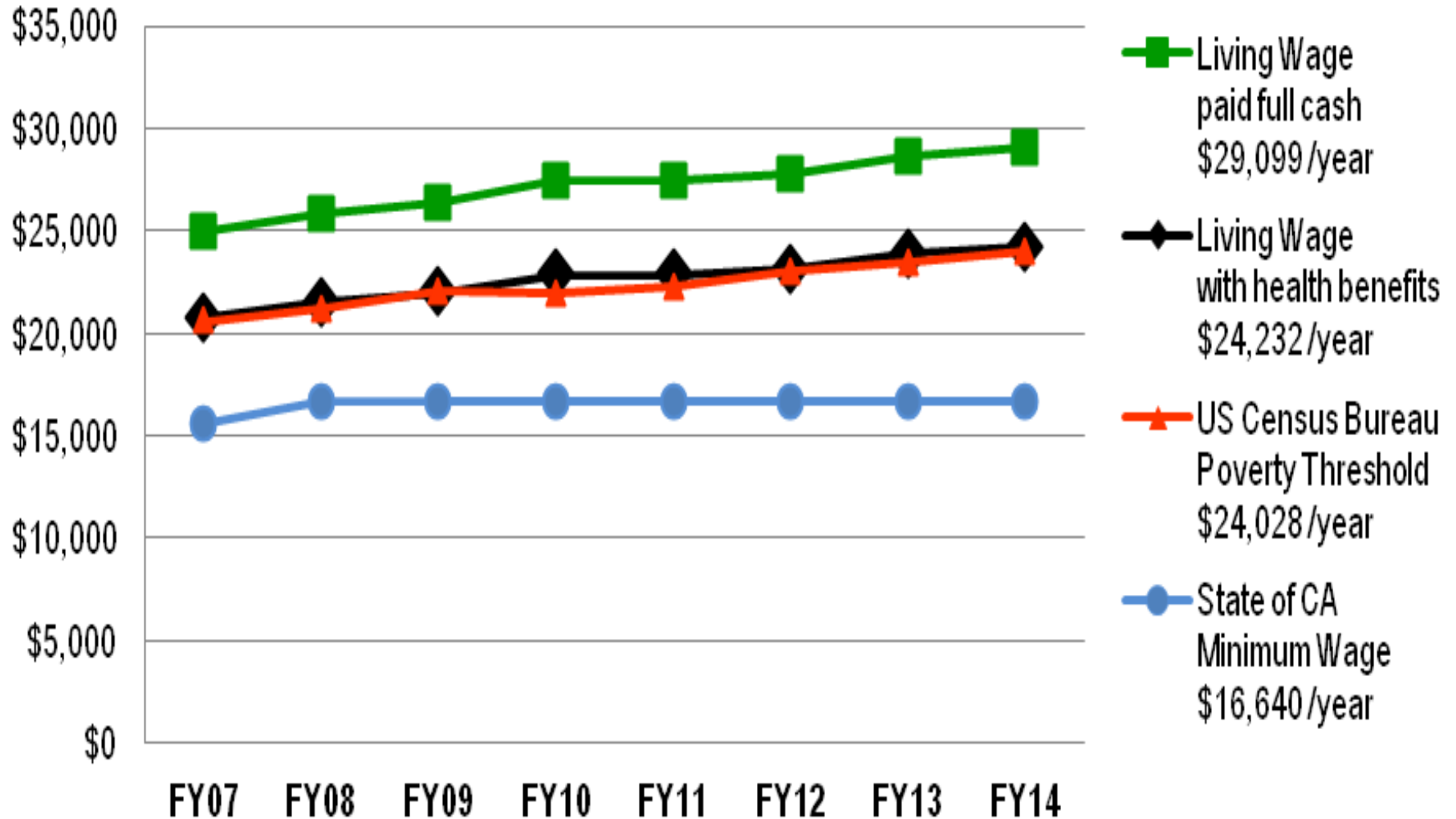


# Annual Earnings

|                | SD Living Wage |                 | CA Minimum Wage |                 |
|----------------|----------------|-----------------|-----------------|-----------------|
|                | <u>Hour</u>    | <u>Year</u>     | <u>Hour</u>     | <u>Year</u>     |
| FY 2015        | \$14.17        | \$29,474        | \$9.00          | \$18,720        |
| <b>FY 2014</b> | \$13.99        | <b>\$29,099</b> | \$8.00          | <b>\$16,640</b> |
| FY 2013        | \$13.77        | \$28,642        | \$8.00          | \$16,640        |
| FY 2012        | \$13.37        | \$27,810        | \$8.00          | \$16,640        |
| FY 10-11       | \$13.20        | \$27,458        | \$8.00          | \$16,640        |
| FY 2009        | \$12.70        | \$26,416        | \$8.00          | \$16,640        |
| FY 2008        | \$12.41        | \$25,813        | \$8.00          | \$16,640        |
| FY 2007        | \$12.00        | \$24,980        | \$7.50          | \$15,600        |



# Earnings Comparison





# Modifications

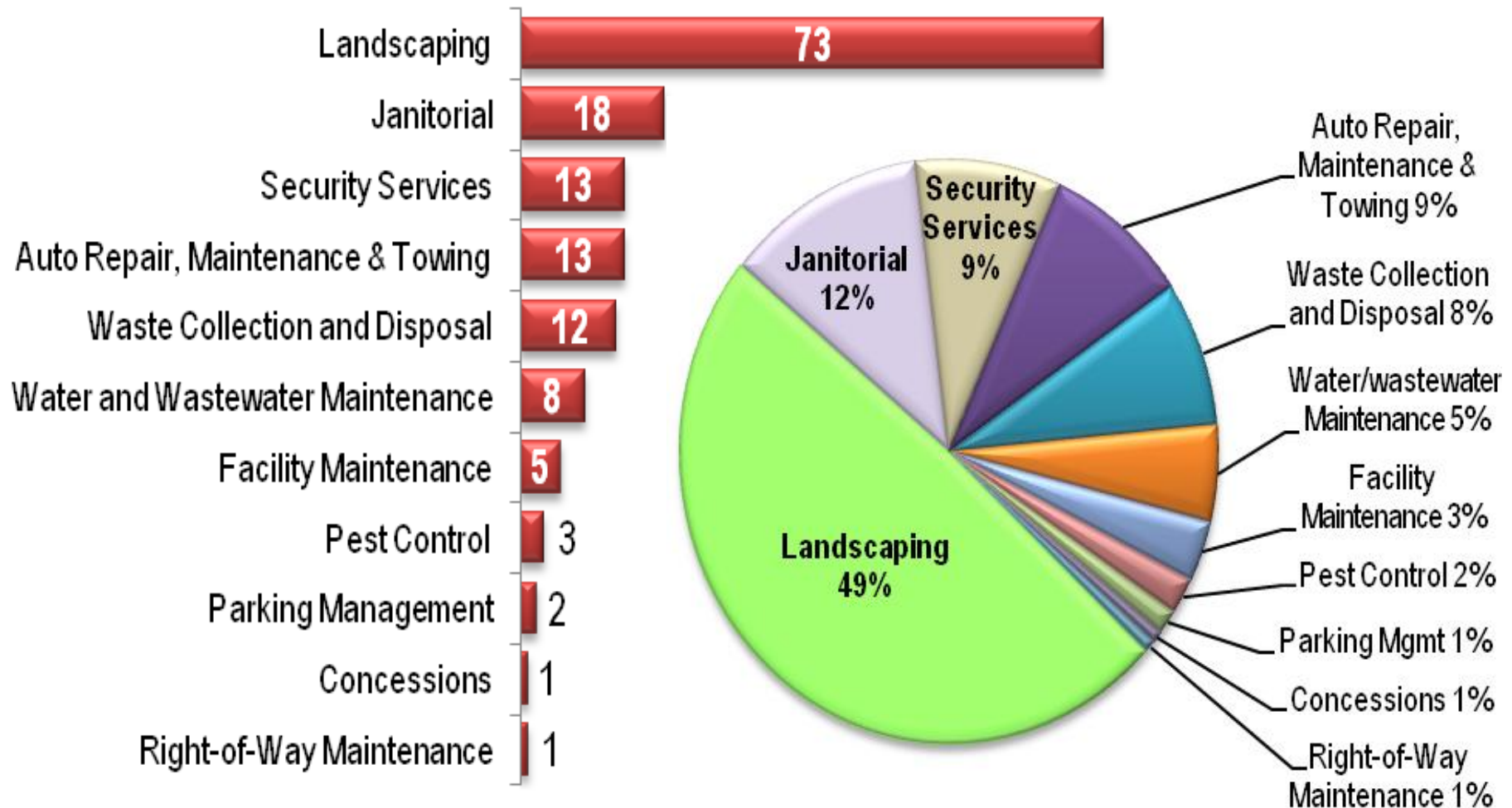
effective March 28, 2014

- **\$25,000 threshold for City contracts removed**
- **Prime must use own employees for at least 50% of work**
- **If both Living Wage and Prevailing Wage apply, higher rate must be paid**
- **Employers distribute notices with 1<sup>st</sup> paycheck after July 1**
- **Enforcement sanctions if 2 violations with 2 years**



# Number of Contracts

2014 Fiscal Year = 149 Contracts

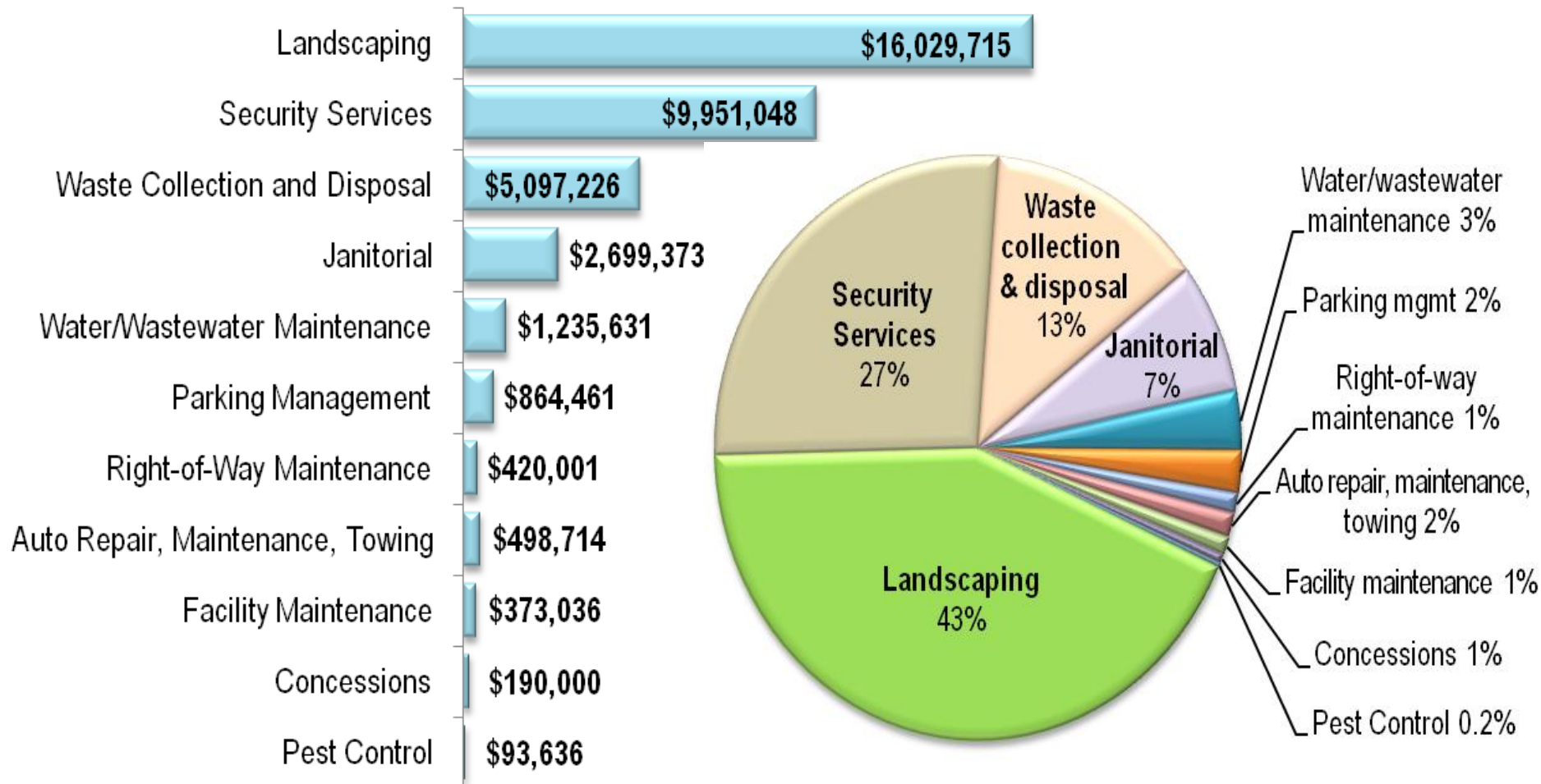






# Value of Contracts

2014 Fiscal Year = \$37,327,082

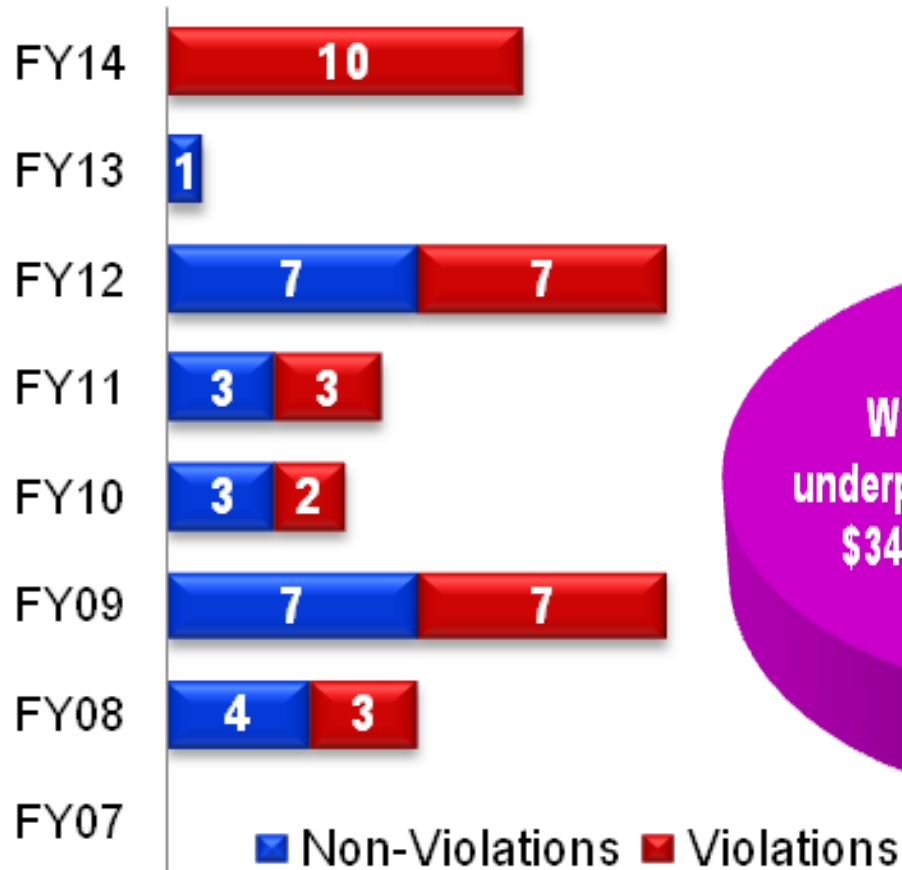




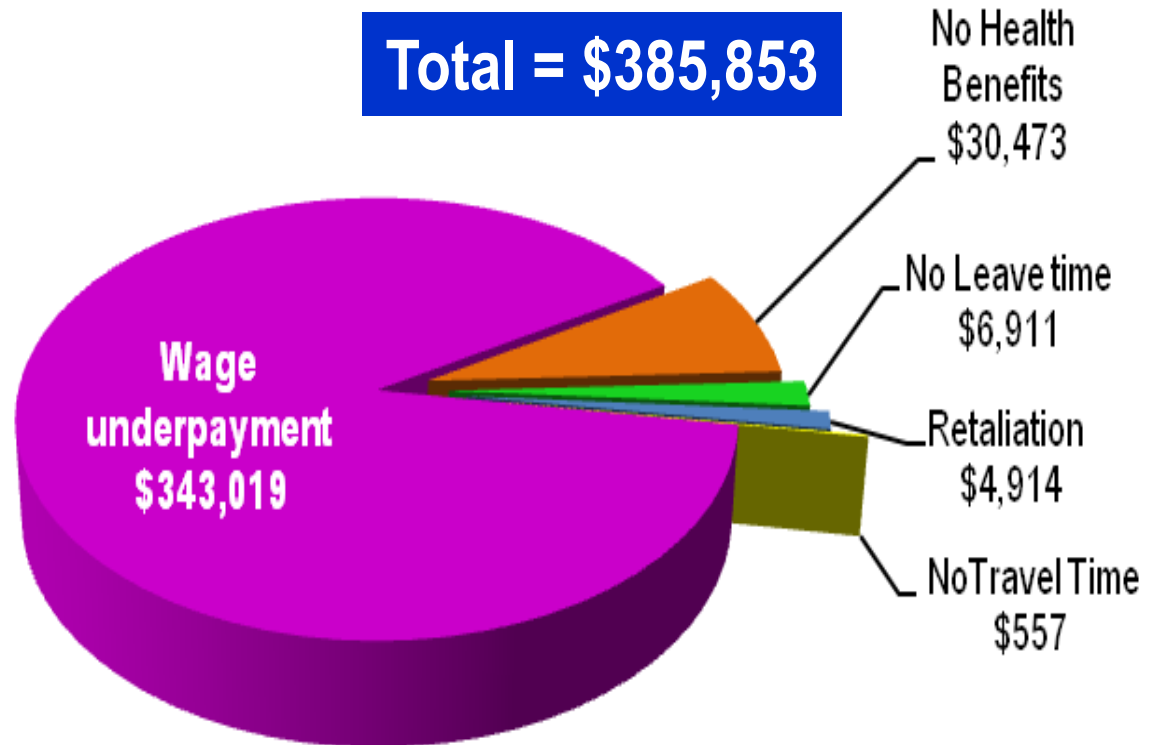
# Employee Complaints

57 Complaints; violations in 57.9%

## Number of Complaints



## Backpay FY14 = \$102,535

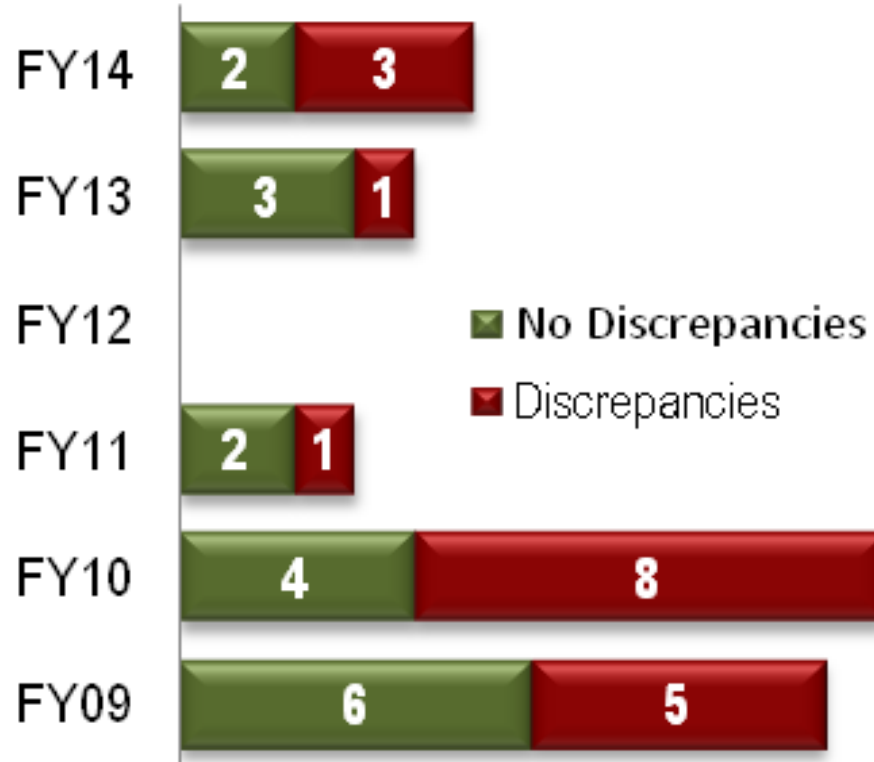




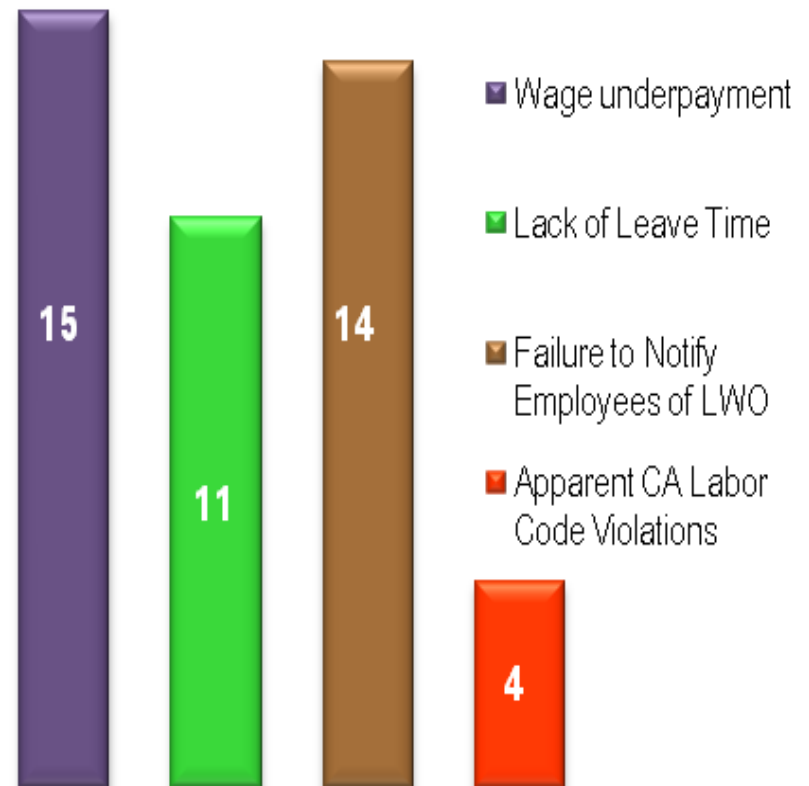
# Compliance Reviews

35 Reviews; discrepancies in 51.4%

## Number of Discrepancies



## Types of Discrepancies





# Review Discrepancies

| <b><u>Municipal Code</u></b> | <b><u>Requirement</u></b>                          | <b><u>Number of Violations</u></b> | <b><u>Percent of Reviews</u></b> |
|------------------------------|--|------------------------------------|----------------------------------|
| §22.4220(a)                  | Pay covered employees specified wage and benefits  | 15                                 | 43%                              |
| §22.4225(b)                  | Notify covered employees of LWO requirements       | 11                                 | 31%                              |
| §22.4220(c)                  | Provide minimum 10 compensated leave days per year | 14                                 | 40%                              |
| Other                        | CA Labor Code                                      | 4                                  | 11%                              |



# Contractor Responses

SDMC §22.4225(d)

|  | <u>Number</u> | <u>Percent</u> |
|--|---------------|----------------|
| <b>Employers submitted Contractor Compliance Rpt</b> | <b>63</b>     | <b>98.4%</b>   |
| <b>Number of LWO covered employees</b>               | <b>2,304</b>  | <b>29.4%</b>   |
| <b>Covered employers offering health benefits</b>    | <b>33</b>     | <b>52.3%</b>   |
| <b>LWO employees receiving health benefits</b>       | <b>778</b>    | <b>33.8%</b>   |
| <b>Employers said LWO service quality improved</b>   | <b>37</b>     | <b>58.7%</b>   |
| <b>Employers said LWO reduced absences/ turnover</b> | <b>37</b>     | <b>58.7%</b>   |



# Summary

- **Communicate LWO requirements**
  - contractors, workers, Departments, City Facility operators
  - website, brochures, English and Spanish
  - annual wage adjustment
- **Assist contractors to meet obligations**
- **Retain accurate contract data**
- **Investigate Complaints and conduct Compliance Reviews**
  - recovered more than \$104,821 this year
  - referred cases to City Attorney's Office
  - pursuing debarment

# Living Wage Ordinance

The seal of the City of San Diego is a circular emblem. It features a central shield with a ship, flanked by two figures. Above the shield is a banner with the word "EUREKA". The outer ring of the seal contains the text "THE CITY OF SAN DIEGO • STATE OF CALIFORNIA" at the top and "SEMPER VIGILANS" at the bottom.

**Dennis Gakunga**

**Nora Nugent**

**Michele Alano**

**Lucy Hernandez**

*Purchasing & Contracting Director*

*Living Wage Manager*

*Living Wage Senior Compliance Officer*

*Living Wage Senior Compliance Officer*

**Purchasing & Contracting Department • 202 C Street, MS 8A • San Diego, CA 92101**

**Phone 619/ 533-3948 • Fax 619/ 533-3220**