



THE CITY OF SAN DIEGO
REPORT TO THE CITY COUNCIL

DATE ISSUED: October 30, 2013 REPORT NO: 13-085

ATTENTION Budget and Finance Committee
Agenda of October 30, 2013

SUBJECT: Living Wage Ordinance Annual Report for Fiscal Year 2013

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

REQUESTED ACTION: Accept report.

STAFF RECOMMENDATION: Accept report.

BACKGROUND:

This annual report describes administration of the Living Wage Ordinance [LWO] during Fiscal Year 2013 (July 1, 2012 – June 30, 2013). The LWO, adopted in June 2005 and effective beginning July 1, 2006, requires employers to compensate employees who perform work on applicable service contracts under a predetermined wage structure. An annual report has not been submitted to Council since March 2010 due to staff vacancies and, in part, difficulty confirming accurate contract data post-SAP transition; these matters are now resolved.

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 *Living Wage Ordinance Synopsis* (Attachment B).

EXECUTIVE SUMMARY:

In Fiscal Year 2013, the Living Wage Program was located in the Administration Department. Effective July 1, 2013, the program was moved into Purchasing & Contracting Department.

During Fiscal Year 2013, the Living Wage hourly rate was \$11.47 plus \$2.30 in health benefits

for a total of \$13.77. This reflected a 3.0% cost-of-living increase from the prior calendar year. The cost-of-living increase for the previous two fiscal years totaled 1.3%. The LWO hourly rate for Fiscal Year 2014 is \$11.65 plus \$2.34 in health benefits for a total of \$13.99. During the eight years since passage of the Living Wage Ordinance, the hourly wage rate has increased \$1.99 (15.5%, the region's cost-of-living increase as published by the Department of Labor). [See Chart 2.]

A total of 133 LWO contracts were active in FY 2013 with a combined value of \$32,961,041, as measured by the Purchasing Agreement amount. Landscaping services were the largest portion (56% of all LWO contracts and 41% of LWO contract dollars). Sixty covered employers held LWO contracts. [See Charts 4, 5, 6 and 7.]

LWO Compliance Reviews were conducted for 30 firms since inception of the Ordinance. The reviews found 43% of firms examined had underpaid covered employees and 37% did not provide required compensated leave time. Discrepancies were identified in 50% of all LWO Compliance Reviews. [See Charts 10, 11, 12 and 13.]

Only one LWO Employee Complaint was received during FY 2013. In the history of the LWO, 47 LWO Complaints were investigated; 48.9% were found to be violations. Backpay in a total amount of \$283,318 has been recovered for employees. [See Charts 14, 15 and 16.]

Fifty-eight covered employers (100%) submitted an Annual Contractor Compliance Report as required by SDMC §22.4225(d). In response to a query, 59% stated they believed the LWO reduced their firm's absenteeism or turnover; 59% also confirmed the LWO improved their firm's quality of service. [See Chart 17.]

Most covered employers successfully comply with requirements of the Living Wage Ordinance; however, compliance reviews and complaint investigations reveal lingering problems. Some covered employers underpay workers and do not increase wages on July 1 when required, even though they're notified directly by the Living Wage Program. Many employers on LWO-covered contracts have not established procedures to track employee work hours or accrual of compensated leave time. Interviews with covered employees consistently indicate their employer neglects to notify them of their rights under the LWO as required. The Living Wage Program seeks to remedy these discrepancies through increased direct communications with covered employers, maintenance of dedicated City web pages with clear information regarding covered employers' obligations, aggressive investigation of complaints, and continued execution of proactive compliance reviews.

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

LWO PROGRAM ADMINISTRATION DURING FISCAL YEAR 2013

LWO Administration

In accordance with SDMC §22.4235(a), *Rules Implementing the Living Wage Ordinance* (provided for Fiscal Year 2013 with this report as Attachment C) are posted on the City's website at sandiego.gov/administration/programs/living_wage. 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);
- 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. The Senior Management Analyst position remained vacant for five months during the year. Program staffing costs are shown in Chart 1, *LWO Program Staff Costs in FY 2013*.

CHART 1: LWO PROGRAM STAFF COSTS IN FISCAL YEAR 2013					
<u>Classification</u>	<u>Employees</u>	<u>Salary</u>	<u>Fringe</u>		<u>Total</u>
<u>BUDGETED:</u>					
Supervising Management Analyst	1.00 FTE	\$76,037	+ \$30,616	=	\$106,653
Senior Management Analyst	<u>1.00 FTE</u>	<u>\$59,363</u>	+ <u>\$40,736</u>	=	<u>\$100,099</u>
TOTAL	2.00 FTE	\$135,400	+ \$71,352	=	\$206,752
<u>ACTUAL:</u>					
Supervising Management Analyst	1.00 FTE	\$76,037	+ \$30,616	=	\$106,653
Senior Management Analyst	<u>0.55 FTE</u>	<u>\$32,650</u>	+ <u>\$22,405</u>	=	<u>\$55,055</u>
TOTAL	1.55 FTE	\$108,687	+ \$53,021	=	\$161,708

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 2013 by providing advice on issues upon request. No litigation expenses were incurred during this fiscal year.

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

CHART 2: 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 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

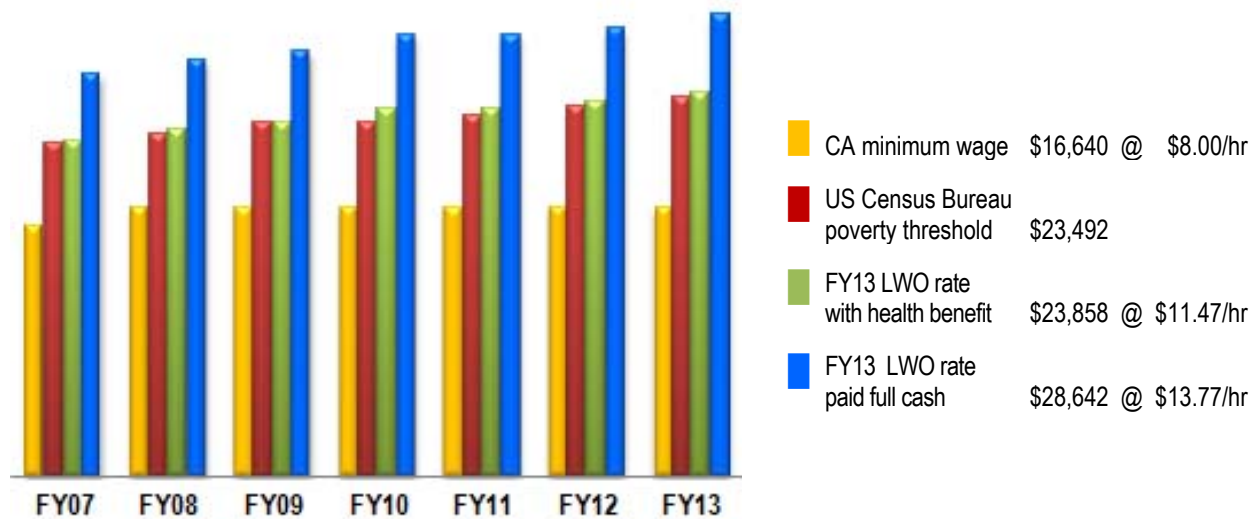
The Purpose and Intent (SDMC §22.4201) of the Living Wage Ordinance states, in part:

“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 3, *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 3:

ANNUAL EARNINGS FOR VARIOUS WAGE RATES



LWO Contracts

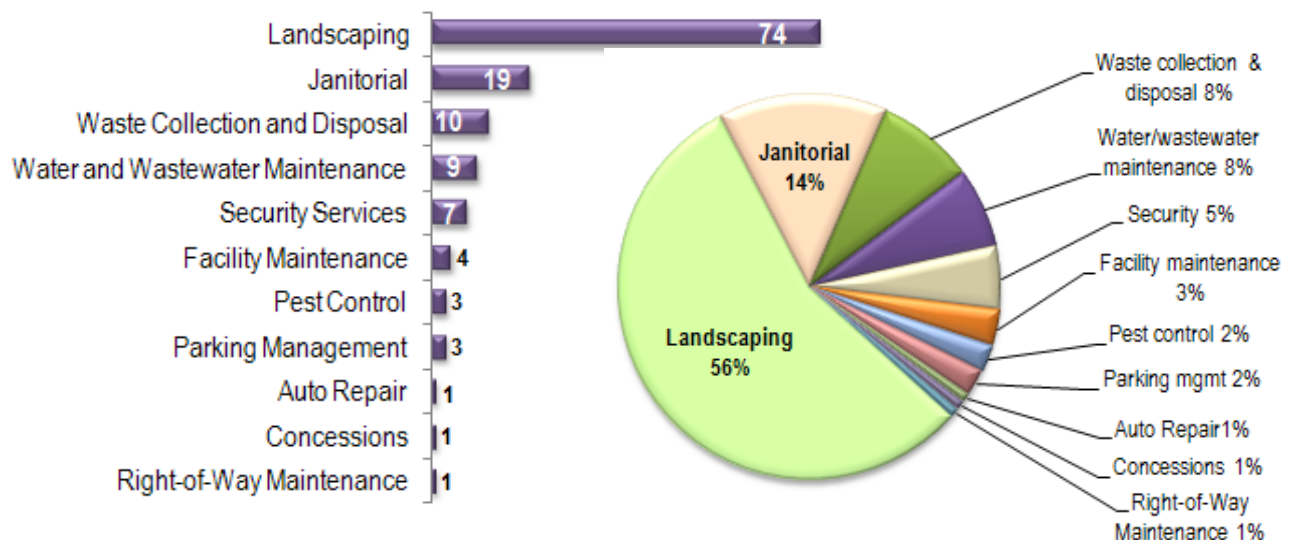
During Fiscal Year 2013, there were a total of 133 active LWO contracts with a value of \$32,961,041, as measured by the Purchasing Agreement amount. Detailed spreadsheets are provided as attachments to this report in three views:

- *LWO Contracts in Fiscal Year 2013, Sorted by Contract Number* [Attachment D];
- *LWO Contracts in Fiscal Year 2013, Sorted by Bid Number* [Attachment E]; and
- *LWO Contracts in Fiscal Year 2013, Sorted by Commodity Type* [Attachment F].

Chart 4, *Number of Living Wage Contracts in FY13*, shows a comparison of contracts for various commodity types based on the number of contracts and the percentage of the total.

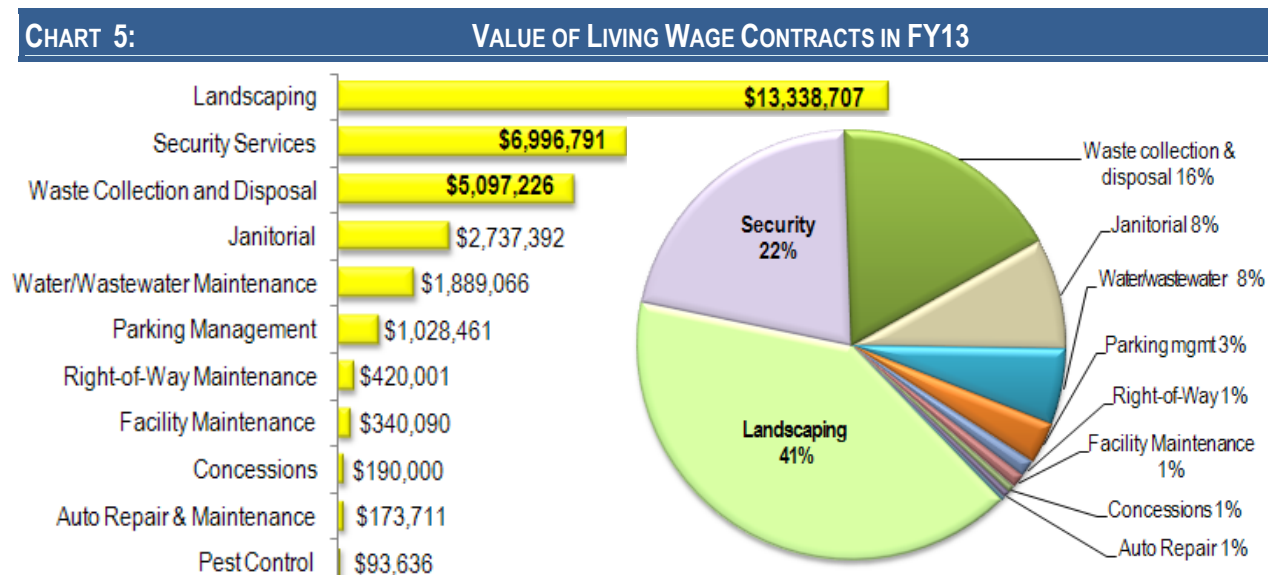
CHART 4:

NUMBER OF LIVING WAGE CONTRACTS IN FY13



Landscaping contracts (74) were more than half of all LWO contracts. The second largest commodity by number of contracts was Janitorial (19). Waste Collection and Disposal (10) and Water and Wastewater Maintenance (9) followed. Security guard services (7) had the fifth highest total. The remaining five commodity types together composed the final ten percent.

Chart 5, *Value of Living Wage Contracts in FY13* 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.

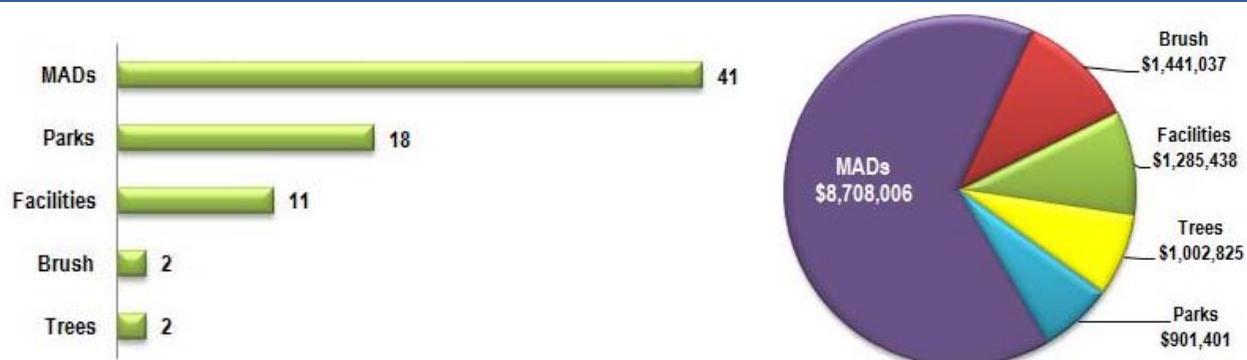


From a perspective of contract cost – as differentiated from the number of contracts – percentages of the various contract commodity types differed. Landscaping (\$13,338,707) remained the greatest portion of expense at 41%. Its value was nearly twice that of the second largest commodity cost, Security guard services (\$6,996,791). Waste Collection and Disposal (\$5,097,226) came in third. Janitorial (\$2,737,392), though second in the number of contracts, ranked fourth in total value of contracts. Water and Wastewater Maintenance (\$1,889,066) followed. The value for Parking Management (\$1,028,461) does not reflect the fact that the City receives a certain amount of revenue for these contracts. The final four commodity types together amounted to less than 5% of LWO contract expenditures.

Because Landscaping contracts represent such a large portion of the City's LWO contracting dollars, a more detailed view is provided in Chart 6, *Landscaping LWO Contracts in FY13*.

CHART 6:

LANDSCAPING LWO CONTRACTS IN FY13



There were a total of 74 Landscape contracts performed by 17 contractors for \$13,338,707. Maintenance Assessment District [MAD] contracts (41) were the largest portion (41%) with a cost of \$8,708,006 which was 65.3% of total Landscape cost. Two Brush contracts had a value of \$1,441,037. Eleven Facilities contracts cost \$1,285,438. Two Tree maintenance contracts totaled \$1,002,825. There were 18 Landscape maintenance contracts for Parks at a cost of \$901,401.

LWO Covered Employers

During Fiscal Year 2013, sixty covered employers held LWO contracts. Detailed information is provided as attachments to this report in three views:

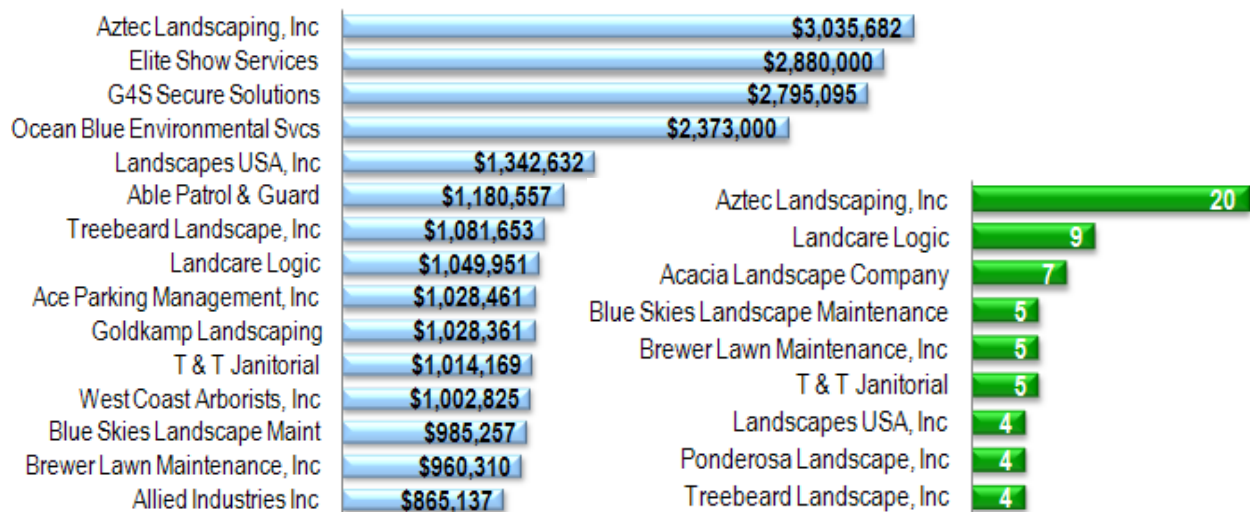
- *LWO Contracts in Fiscal Year 2013, Sorted by Contractors* [Attachment G];
- *LWO Contractors in Fiscal Year 2013, Sorted by Total Contract Value* [Attachment H]; and
- *LWO Contractors in Fiscal Year 2013, Sorted by Number of Contracts* [Attachment I].

All covered employers are listed in Chart 7, *LWO Covered Employers in Fiscal Year 2013*:

Chart 7 LWO COVERED EMPLOYERS IN FISCAL YEAR 2013		
Able Patrol and Guard	DMS Services	Powerland Equipment, Inc
Acacia Landscape Company	Elite Show Services	Prizm Janitorial Services Inc
Ace Parking Management, Inc	Epic Pest Control	Quality Coast, Inc
Allied Industries Inc	Eric J Friend	Qualityway Building Service
Allied Waste Services	FRS Environmental Inc	Reliable Tire Company
Atlas Portable Services, Inc	G4S Secure Solutions	Road Works, Inc
Aztec Landscaping, Inc	Goldkamp Landscaping	Ron's Maintenance
B & Z Builders, Inc	ISS Facility Services Inc	Securitas Security Services
Benchmark Landscape Services Inc	Jani-King of California, Inc	So Cal Tree Care, Inc
Blue Skies Landscape Maintenance Inc	Kovatch Mobile Equipment Corp	South Bay Fence, Inc
Brewer Lawn Maintenance, Inc	Landcare Logic	T & T Janitorial
Burns and Sons Trucking, Inc	Landscapes USA, Inc	Terra Renewal
Cannon Pacific	Merchants Building Maintenance	TP Janitorial Services
Cartwright Termite & Pest Control	Miller Environmental, Inc	Treebeard Landscape, Inc
Centerplate	Nissho of California, Inc	Tried & True Corporate Cleaning
Clean Harbors Environmental	NMS Management, Inc	United Sites Services of CA Inc
Complete Relocation Services, Inc	Ocean Blue Environmental Services	US Security Associates, Inc
Contemporary Design Landscape	Patriot Environmental Services	Ware Disposal
Coverall Health Based Cleaning	Pestmaster Services	West Coast Arborists, Inc
Diamond Environmental Services	Ponderosa Landscape, Inc	Westturf Landscape Maintenance

Chart 8, *Contractors with Highest Value and Number of LWO Contracts in FY13*, shows the highest-earning contractors totals for LWO-covered contracts by dollar value and total contracts. (Note: Total amount for Ace Parking Management, Inc. includes revenue amounts.) Aztec Landscaping, Inc., held 20 contracts (15% of all LWO contracts) for a total value of \$3,035,682 (9.2% of LWO contract value).

CHART 8: CONTRACTORS WITH HIGHEST VALUE AND NUMBER OF LWO CONTRACTS IN FY13

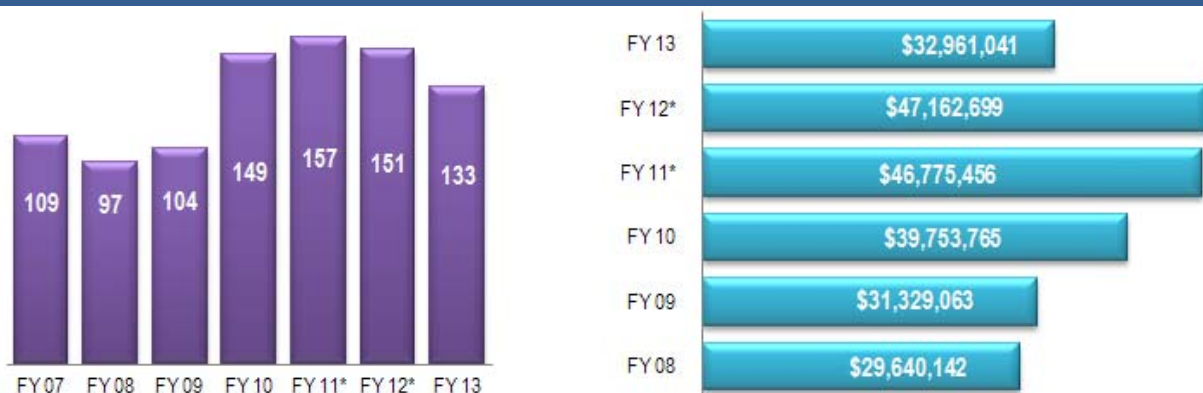


During this fiscal year, no contractors requested an exemption from LWO requirements because their firm employed twelve or fewer employees in accordance with SDMC §22.4215(b)(1). Contractors do not receive a universal exempt status, but are granted exemptions on a per contract basis; sufficient documentation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

Prior Year Comparisons

Chart 9, *Number and Value of LWO Contracts in Prior Years*, shows totals during previous fiscal years. Values are total costs for Purchasing Agreements at time of award. (Note: amounts for Fiscal Years 2011 and 2022 are based on available data.)

CHART 9: NUMBER AND VALUE OF LWO CONTRACTS IN PRIOR YEARS



LWO Compliance Reviews

SDMC §22.4235(a) requires periodic reviews 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. In a difficult economy, potential complainants may be less likely to step forward. Compliance Reviews help assure a level playing field for all participants in the City's service contract bid process.

Contracts for review are 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.

Chart 10, shows *LWO Contract Compliance Reviews in Fiscal Year 2013*.

CHART 10: LWO CONTRACT COMPLIANCE REVIEWS IN FISCAL YEAR 2013			
<u>Review</u>	<u>Firm</u>	<u>Result</u>	<u>Comments</u>
#R13-001	NMS Management, Inc	No discrepancies found	
#R13-002	Prizm Janitorial Services, Inc	Discrepancies found	Referred to County DA Fraud Investigation Unit
#R13-003	US Security Associates, Inc	No discrepancies found	
#R13-004	Contemporary Design Landscape	No discrepancies found	
TOTAL	4 REVIEWS	1 FIRM WITH DISCREPANCIES	

Over the years, LWO Program staff conducted 30 Compliance Reviews as summarized in Chart 11, *Annual Record of LWO Compliance Reviews*.

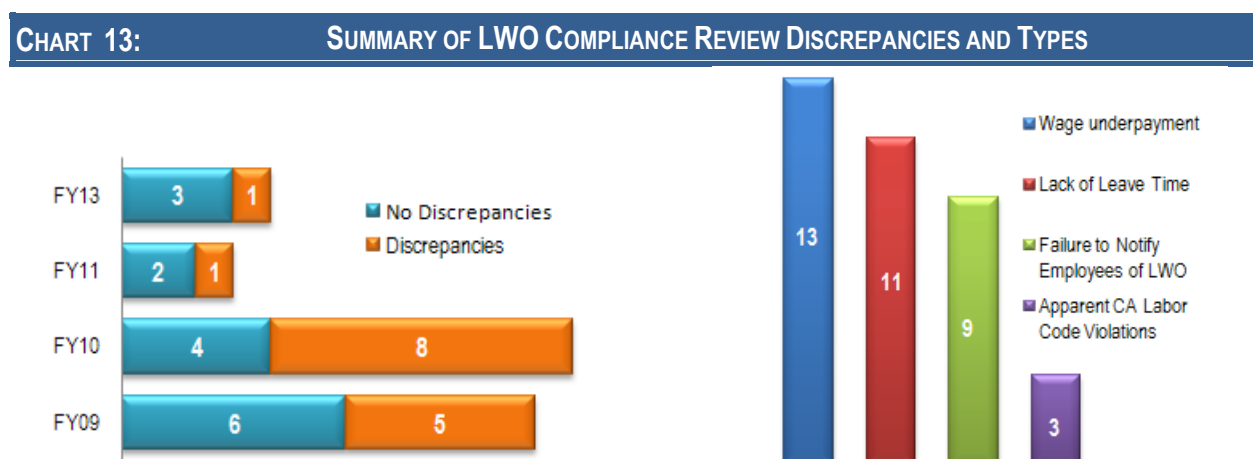
CHART 11: ANNUAL RECORD OF LWO COMPLIANCE REVIEWS					
	<u>Reviews</u>	<u>No Discrepancies</u>	<u>Discrepancies</u>	<u>Funds Recovered</u>	<u>Comments</u>
FY 2013	4	3	1	\$0	Referred to County DA
FY 2011	3	2	1	\$0	
FY 2010	12	4	8	\$8,906	Agreements terminated
FY 2009	<u>11</u>	<u>6</u>	<u>5</u>	<u>\$28,019</u>	Referred to County DA; Contractor debarred
TOTAL	30	15	15	\$36,925	

Half (50%) 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 in accordance of their LWO rights.

Chart 12, *Summary of LWO Compliance Review Violation Types*, lists the different LWO requirements found to be violated and shows the frequency of occurrence.

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	13	43%
§22.4225(b)	Notify covered employees of LWO requirements	9	30%
§22.4220(c)	Provide minimum 10 compensated leave days per year	11	37%
Other	CA Labor Code	3	10%

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



Two LWO Compliance Reviews resulted in severe enforcement actions. One contractor was ultimately debarred from City contracts (J.L. Krueger Landscaping) and another contractor's agreements were terminated (Goldkamp Landscaping).

LWO Complaints

The LWO Program is required by SDMC §22.4230(c) to investigate and address an alleged LWO violation within 60 days. 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.

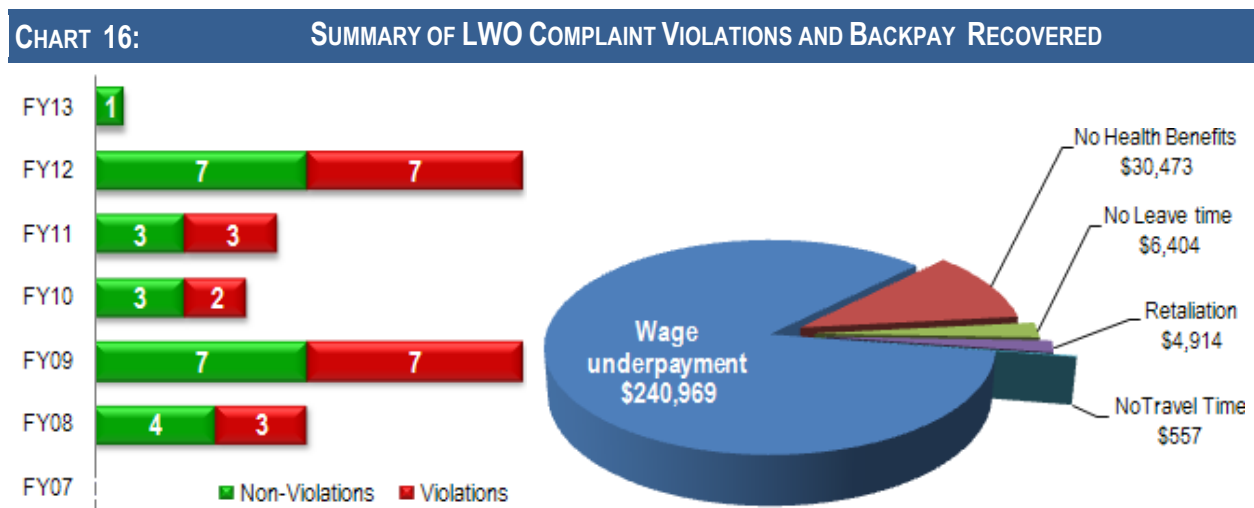
Only one LWO Employee Complaint was received during Fiscal Year 2013 as shown in Chart 14, *LWO Complaints in Fiscal Year 2013*.

CHART 14: LWO COMPLAINTS IN FISCAL YEAR 2013			
<u>Complaint</u>	<u>Allegation</u>	<u>Result</u>	<u>Back Pay</u>
#C13-001	Nonpayment for all hours and leave time	No violation	--
TOTAL	1 COMPLAINT	0 VIOLATIONS	\$0.00

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 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	0	0	0	\$0
TOTAL	47	24	23	\$283,318

Chart 16, *Summary of LWO Complaint Violations and Backpay Recovered*, exhibits trends for the number of complaints (47) and back payments (\$283,318 total) during the history of the Ordinance:



Nearly half (48.9%) of all LWO Employee Complaints were found to be violations. When measured by amount of back payment, the majority of violations were for Wage Underpayment (85%). Nonpayment of Health Benefits (11%) comprised the next largest category. Lack of

Compensated Leave Time (2.3%) and Retaliation (1.7%) followed. One small amount (0.2%) 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 firms with active LWO contracts in April 2013. This Contractor Compliance Report was included in a packet with a notice of the annual wage adjustment, a request for a newly-signed *LWO Certification of Compliance*, an updated *LWO Notice to Employees* and a handout explaining the Earned Income Tax Credit, in both English and Spanish. Some relevant results are shown in Chart 17, *Covered Employer Compliance Report Responses*:

CHART 17: COVERED EMPLOYER COMPLIANCE REPORT RESPONSES		
	<u>Number</u>	<u>Percent</u>
LWO covered employers who submitted Contractor Compliance Report	58	100%
Number of LWO covered employees	2,070	19%
LWO covered employers offering health benefit option	31	53%
LWO covered employees receiving health benefits	656	31%
Covered employers reporting LWO improved firm's quality of service	43	59%
Covered employers reporting LWO reduced absenteeism or turnover	43	59%

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.

Over the years, there have been six LWO Employee Complaints filed for City facilities; however, none 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 12 employees; subcontractors have provided *LWO Certifications of Compliance* or requested exemption approval.

FISCAL CONSIDERATIONS: There was a 3.0% upward adjustment of LWO wages for Fiscal Year 2013. During the eight years since passage of the Living Wage Ordinance, the hourly wage rate increased \$1.99 (16.58%, 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 City’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 presents at 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 and the Maintenance Cooperation Trust Fund. During Fiscal Year 2013, 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; Living Wage Deputy Compliance Officer for the County of Los Angeles; 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, and assist covered employers in meeting their obligations.

Official version signed by

Dennis Gakunga, Director
Purchasing & Contracting Department

Official version signed by

Scott Chadwick
Assistant Chief Operating Officer

Attachment A: San Diego Municipal Code Chapter 2, Article 2, Division 42
Attachment B: Living Wage Ordinance Synopsis
Attachment C: Rules Implementing the Living Wage Ordinance (for Fiscal Year 2013)
Attachment D: LWO Contracts in Fiscal Year 2013, Sorted by Contract Number
Attachment E: LWO Contracts in Fiscal Year 2013, Sorted by Bid Number
Attachment F: LWO Contracts in Fiscal Year 2013, Sorted by Commodity Type
Attachment G: LWO Contracts in Fiscal Year 2013, Sorted by Contractors
Attachment H: LWO Contracts in Fiscal Year 2013, Sorted by Total Contract Value
Attachment I: LWO Contracts in Fiscal Year 2013, Sorted by Number of Contracts

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 private *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 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. 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 service 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. Private 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.)

§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:

Ch.	Art.	Div.	
2	2	42	1

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, Redevelopment Agency, 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* that generates \$350,000 or more in annual gross receipts to the *business*. *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.

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*, or *City facility employer*.

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 shall apply 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 shall apply 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 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 rate means a minimum dollar amount per hour toward the cost of health and medical care insurance for employees and their dependents.

Service contract means a contract between the *City* and a *business* with a combined annual value of payments in excess of \$25,000, and any applicable subcontracts or franchises, to furnish *services*. For the purpose 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*.

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

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

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

§22.4210 Applicability of Living Wage Ordinance

- (a) This division shall apply to:
 - (1) any *service contract*, including any applicable subcontract, entered into, awarded, amended, renewed, or extended on or after July 1, 2006. Compliance with this division is required during the term of the *service contract*. Notwithstanding the foregoing, *service contracts* for child care services are exempt from the requirements of this division until July 1, 2008.
 - (2) any *financial assistance agreement* subject to the \$500,000 threshold, including any applicable subcontract, entered into, awarded, amended, renewed, or extended on or after July 1, 2006. 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 entered into, awarded, amended, renewed, or extended on or after July 1, 2007. 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 in effect on July 1, 2007. 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.

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

§22.4215 Exemptions.

- (a) Except for *City facility agreements*, 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) 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.

- (c) 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. The *City Manager* shall establish procedures to implement this section.

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

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

§22.4220 Payment of Living Wage and Provision of Benefits

- (a) *Covered employers* subject to this division shall pay *covered employees* a wage of no less than \$10.00 per hour if the *health benefits rate* is paid, or no less than \$12.00 per hour if the *health benefits rate* is not paid. The *health benefits rate* is \$2.00 per hour. The rates are effective beginning July 1, 2006.
- (b) Beginning July 1, 2007, the hourly wage rates and *health benefits rate* shall 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. Prior to April 1 of each year, the *City* shall 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* shall provide to each *covered employee* a minimum of ten compensated days off per year for sick leave, vacation, or personal necessity leave at the *covered employee's* request. Such days off shall vest as accrued. Part-time employees shall accrue such days at a rate proportional to full-time employees. *Covered employees* shall be eligible to use accrued days off after the first six months of employment or consistent with employer policy, whichever is earlier. Paid holidays that are provided under established employer policy shall not be counted toward the provision of the ten compensated days off.
- (d) *Covered employers* shall also permit *covered employees* to take an additional ten uncompensated days off 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 days off. This section does not mandate the accrual from year to year of uncompensated days off.

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

§22.4225 Reporting and Notification Requirements

- (a) Every *service contract, financial assistance agreement, and City facility agreement* shall 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* shall notify its *covered employees* of the requirements of this division and of the possible availability of the Earned Income Tax Credit.
- (c) Each *covered employer* shall 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 shall be completed on a form provided by the *City Manager*.
- (d) Each *covered employer* shall file with the *City Manager* an annual report documenting compliance with this division. The *covered employer* will maintain records documenting compliance for at least three years, but will not be required to maintain such 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 shall be made available to the *City* upon request. The records to be maintained shall include all wage records, proof of payment for health benefits, 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) *Businesses* shall post a notice to employees informing them of their rights under this division, and any applicable exemptions from the wage rate requirements of this division. The poster must be at the site of work, or a site frequently accessed by workers, in a prominent and accessible place where it can easily be seen by workers.

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

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

§22.4230 Enforcement

- (a) A *covered employee* claiming a violation of this division shall have the right to file an action against an employer in the appropriate court within one year after discovery of the alleged violation. The court may award any employee who files suit pursuant to this subdivision, the following:
- (1) For failure to pay the minimum wage required by this division, the difference between the minimum wage required herein and the amount actually paid to the employee, plus interest.
 - (2) For failure to pay the *health benefits rate*, the difference between the *health benefits rate* required by this division and the amount actually paid towards the *health benefits rate*, plus interest.
 - (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 court shall award as a penalty up to treble the amount of monies to be paid as damages.
 - (5) The court shall award reasonable attorney's fees and costs to an employee who prevails in any such private action and to an employer who so prevails if the employee's suit is found to be frivolous.
- (b) A *business* is prohibited from any retaliation against an employee who alleges non-compliance with this division or cooperates with an investigation regarding compliance with this division. A *business* shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining with regard to the *business'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. Any such employee may report any alleged retaliation to the *City Manager*.
- (c) 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 60 days, with reasonable 30-day extensions. However, the *City's* failure to investigate an alleged violation or otherwise enforce any of the provisions of this division shall not create any right of action to recover damages from the *City* by any person, including but not limited to an aggrieved employee.

- (d) Whether based upon a complaint or otherwise, where the *City Manager* has determined that a *covered employer* has violated this article, the *City Manager* shall issue a written notice to the *covered employer* that the violation is to be corrected within thirty days. In the event that the *covered employer* has not demonstrated to the *City Manager* within such period that it has substantially cured any material violation, the *City Manager* shall then do one or more of the following:
- (1) Declare a material breach of the *service contract*, *financial assistance agreement*, or *City facility agreement* and exercise its contractual remedies there under, which are to include, but not be 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 yet rendered.
 - (2) Institute proceedings under Article 2, Chapter 2, Division 8 to debar the *covered employer* from future *City* contracts for three years or until all penalties and/or restitution have been fully paid, whichever occurs last.
 - (3) Request a determination of non-responsibility under Article 2, Chapter 2, Division 32.
 - (4) Request that the City Attorney bring a civil action against the *covered employer* seeking any legal remedies, including but not limited to:
 - (i) Where applicable, payment to the *covered employee* of all unpaid wages and/or health premiums prescribed by this division; and/or
 - (ii) A fine payable to the *City* in the amount of up to one hundred dollars (\$100) for each violation for each day the violation remains uncured.
- (e) A violation of this division shall not be prosecuted as a misdemeanor, notwithstanding any other provision of the San Diego Municipal Code.
- (f) This division shall not be construed to limit an employee's right to bring legal action for a violation of any other laws concerning wages, hours, or other standards or rights nor shall exhaustion of remedies under this division be a prerequisite to the assertion of any other such right.

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

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

LIVING WAGE ORDINANCE SYNOPSIS

Fiscal Year 2013 (July 1, 2012 – June 30, 2013)

APPLICABILITY:

The Living Wage Ordinance applies in three types of contractual situations:

- **City service contracts** with annual value over \$25,000.
- **Facility Agreements** defined as Petco Park, Qualcomm Stadium, San Diego Sports Arena, 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.



REQUIREMENTS:

A covered employer must meet the following LWO requirements:

- pay covered employees at the Fiscal Year 2013 rate of \$11.47/hour plus \$2.30/hour toward health benefits for total of \$13.77 (rate is adjusted annually on July 1);
- provide 10 compensated and 10 additional uncompensated days off per year;
- submit a *Certification of Compliance* for each applicable project and allow City access to LWO records for inspection;
- inform employees of 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.

EXEMPTIONS:

Certain contracts are **categorically exempt** from the LWO:

- contracts subject to Federal or State law 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, technical, legal, banking, medical, management, operating, advertising, 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.

When the LWO applies to a contract, a contractor or subcontractor may **apply for exemption** if:

- the business employs 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; or
- a collective bargaining agreement specifically supersedes the LWO.

CITY OF SAN DIEGO

RULES IMPLEMENTING THE LIVING WAGE ORDINANCE

Effective date July 1, 2006; revision date July 1, 2012

LIVING WAGE PROGRAM

Administration Department

202 C Street, M.S. 9A, San Diego, CA 92101

Phone: (619) 533-3948 Fax: (619) 533-3220

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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 contractors 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:

Bidder includes an applicant for any agreement that is subject to the LWO, whether under a competitive bid, request-for-proposal (RFP), sole source, or other procurement process.

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, Redevelopment Agency, 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* that generates \$350,000 or more in annual gross receipts to the *business*. *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. However, for the duration that the *City* operates under a “Strong Mayor” form of government pursuant to Article XV of the City Charter, *City Manager* means the Mayor and his/her delegates and representatives.

Community-based social services means any recipient of Community Development Block Grants (CDBG) social service contracts.

Complaint means a report of an alleged violation of the LWO.

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) But *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” 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*.

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 rate means a minimum dollar amount per hour toward the cost of health and medical care insurance for *covered employees* and their dependents. Health benefits may include the following types of insurance: medical health coverage, dental, vision, mental health, and disability income. For purposes of the LWO, retirement benefits, accidental death and dismemberment insurance, life insurance, and other benefits that do not provide medical or health-related coverage will not be credited toward the cost of providing *covered employees* with health benefits.

Incidental services means services that are:

- (a) part of an agreement for which the 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.

Service contract means a contract between the *City* and a *business* with a combined annual value of payments in excess of \$25,000 and any applicable subcontracts or franchises to furnish *services*. *Service contract* includes all contracts for *services* provided through the managed competition program under City 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*.

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.

Subcontractor includes sublessees and concessionaires.

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. Aside from a *covered employee's* hourly wages, wages may only include commissions earned by a *covered employee* if the *covered employer* keeps accurate records verifying the amount paid to a *covered employee* for each pay period and follows the requirements set forth in these Rules.

B. APPLICABILITY OF LWO

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

a. Service Contracts.

- (1) In determining whether a contract for *services* 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. A contract that was previously exempt from the LWO because it did not meet the monetary threshold may thereafter become subject to the LWO because an amendment, modification, renewal, or extension increases the total amount of the contract.
- (2) Contracts for *services* with maximum amounts or that are to be performed on an as-needed basis:
 - (a) For contracts that specify a maximum amount to be expended, that amount

shall be used to determine whether the contract exceeds the \$25,000 threshold.

- (b) Contracts for *services* that are to be performed on an as-needed basis are presumed to be covered by the LWO. The employer will not be required to comply with the wage and benefit requirements of the LWO, however, until the *City* has used over \$25,000 in *services* from the employer or the invoices submitted by the employer exceed \$25,000. Once the \$25,000 threshold is passed, the employer must comply with all requirements of the LWO.
- b. **Agreements to Purchase or Rent Property, Goods or Equipment.** Agreements to purchase or rent property, goods or equipment that have a component for the provision of *services* are subject to the LWO if the agreement is over \$25,000 annually and the *services* to be provided are not *incidental*.
- c. **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* that generates \$350,000 or more in annual gross receipts to the business from operations at 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).
 - (1) A *City facility agreement* also includes:
 - (a) Subleases or other agreements for use of the *City facility* for 30 days or more in any calendar year.
 - (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.
 - (2) A *City facility agreement*, including any applicable sublease, subcontract, or concession agreement, is subject to the LWO if it was in effect on July 1, 2007, or is entered into after this date. Compliance with this division is required during the term of the *City facility agreement*.
- d. **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.
 - (a) A *financial assistance agreement* meeting this definition is subject to the

LWO if it is entered into, awarded, amended, renewed, or extended on or after July 1, 2006.

(b) Compliance with this division 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.

(a) A *financial assistance agreement* meeting this definition is subject to the LWO if it is entered into, awarded, amended, renewed, or extended on or after July 1, 2007.

(b) Compliance with this division 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 or these Rules.

3. Anti-Retaliation Provision. The LWO's prohibition against retaliation [SDMC §22.4230(b)] is not limited to *covered employers*. The anti-retaliation provision is separate from the LWO's wage and benefits provisions and applies to all *businesses*, even if those *businesses* are exempt from the LWO's wage and benefits provisions.

4. Subdivision of Agreements to Avoid LWO Requirements Prohibited. 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 LWO requirements.

5. Leases and Licenses Involving Services. Leases and licenses that involve *services* to be performed on *City facility* property are presumed subject to the LWO.

6. Final Authority. The Director of Administration has the final authority in determining whether an agreement is subject to the LWO.

C. EXEMPTIONS

1. Categorical Exemptions. Except for *City facility agreements*, 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.
- b. Contracts where the *City* shares management authority with other jurisdictions unless all those jurisdictions agree to the applicability of the LWO.
- c. Contracts for *services* by other governmental entities.

- d. Public works construction.
- e. Cooperative procurement contracts.
- f. Contracts for purchase of goods, property, or a lease of property with *City* as lessee, unless the contracts include 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.

- a. *Businesses* employing 12 or fewer employees for each working day in each of 20 or more calendar weeks in the current or preceding calendar year, if the *City* determines 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. *Businesses* organized under section 501(c)(3) of the United States Internal Revenue Code, 26 U.S.C. §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* has been 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's* 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 Director of Administration, 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.
- d. An exemption from the LWO approved by the Living Wage Manager does not extend to the anti-retaliation provision of the LWO. Notwithstanding the Living Wage Manager's determination that an agreement is exempt, the employer and *subcontractors* are required to comply with the prohibition against retaliation.

4. Liberal Interpretation of Definitions. In accordance with SDMC §22.4215(c), 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 employers, including *subcontractors*, who perform work or provide *services* pursuant to an agreement that is subject to the LWO must comply with all 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 no less than the minimum initial compensation as defined in the LWO and included in Attachment A. If the employer offers no health benefits, the *covered employer* shall pay the *covered employee* at least the full cash living wage rate. If the *covered employer* offers health benefits, the terms must be in accordance with the LWO and these Rules.
- b. The Living Wage Manager shall upwardly adjust wage rates 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 by publishing an announcement of such wage adjustments on the *City’s* website.
- 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 employee works on the subject agreement. Benefits include health care or cash equivalent, compensated days off, and uncompensated days off.
- d. A *covered employer* shall not use tips or gratuities earned by a *covered employee* to offset the amount required by the LWO.

2. LWO Health Benefits. *Covered employers* may pay *covered employees* the living wage either fully in cash or largely in cash and partly by a health benefits payment of a minimum dollar amount per hour toward the cost of health and medical care insurance as defined in the LWO and these Rules.

- a. If the *covered employer* elects not to provide health and medical care insurance, the full cash living wage rate must be paid to a *covered employee*.
- b. If the *covered employer* elects to provide a *covered employee* with health and medical care insurance, proof of the provision of health benefits must be submitted to the Living Wage Manager not 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 and these Rules, 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 and medical care insurance 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 cash payment.

- d. A co-premium may be required of a *covered employee* only if the cost of health and medical care insurance is greater than the minimum dollar amount per hour as specified in the LWO.

3. Compensated and Uncompensated Time Off. A *covered employer* must provide a *covered employee* working on the *City* agreement at least 10 compensated days off per year for sick leave, vacation, or personal necessity at the *covered employee's* request, 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 days off.

- a. A *covered employee* shall accrue a minimum of 10 compensated days off per year of full-time employment based on the *covered employee's* regularly scheduled work hours. A part-time *covered employee* shall accrue compensated days off 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 day off.

- (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 paid days off after the first 6 months of employment or consistent with company policy, whichever is sooner.

- (4) A *covered employee* shall accrue time off 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 days off 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 days off.

- (1) Payment of premium pay for work performed on a holiday does not constitute a compensated day off for purposes of the LWO.

- (2) For a holiday to qualify as one of the minimum 10 paid days off 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 days off 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 days off upon a *covered employee's* termination unless otherwise required by law.
 - e. A *covered employer* may choose to provide *covered employees* with more compensated days off than is required under the LWO and these Rules.
 - f. The Living Wage Manager, upon approval from the Director of Administration, may allow a *covered employer's* established compensated time off 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 days off. Whether a *covered employee* may take uncompensated time off before exhausting accrued compensated time off shall be determined by the *covered employer*. Accrual from year to year of uncompensated days off is not mandated by the LWO.
 - h. A *covered employer* working on or under the authority of a subject agreement who fails to provide *covered employees* with time off in accordance with the requirements of the LWO and these Rules 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 time off retroactively shall:
 - (1) Calculate the amount of compensated time off the *covered employee* should have accrued under the LWO and pay the *covered employee* the cash value at the wage rate the *covered employee* was earning when the compensated time-off should have accrued.
 - (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 time-off the *covered employees* should have earned to the uncompensated time-off already accrued by the *covered employee*.
- 4. LWO Notice to Employees.** A *covered employer* shall post a copy of the LWO Notice to Employees included in Appendix B in a prominent place in an area frequented by employees.

- a. If no such central area is frequented on a regular basis by employees, the *covered employer* shall annually distribute a copy of the LWO Notice to Employees with employee paychecks immediately after July 1 of each year to ensure employees are advised of the adjusted wage and health benefits rates.
- b. A *covered employer* shall notify each current employee, and each new employee at time of hire, of his or her rights under provisions of the LWO by providing employees with a copy of the LWO Notice to Employees in Appendix B.
- c. Business shall post a notice to employees in a prominent place in an area frequented by employees informing them of any applicable exemptions from the LWO.

5. 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. The *covered employer* shall annually distribute information regarding EITC with employee paychecks.

6. 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. Contractors 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) Paid time off (accrued and used) and unpaid time off (accrued and used).

- c. Contractors 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. Contractors 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.

7. 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 prescribe the contents and due date of the report. The *City* may require a contractor to submit additional reports.

8. 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.

9. 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.

10. 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 is responsible for informing 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*.

- b. If the *City* finds that a prime contractor intentionally entered into separate agreements to keep subcontracts below the \$25,000 threshold, the Living Wage Manager may determine that the separate subcontracts are subject to the LWO.
- c. If the *City* finds that an employer classified a worker 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 a worker is a bona fide independent contractor:
 - (1) Whether the worker has the right to control or discretion to determine how to perform the work required under the *City* agreement.
 - (2) Whether similar workers in the industry or field are customarily engaged as independent contractors for the type of work.
 - (3) Whether the worker has any substantial investment other than personal services in the business.
 - (4) Whether the worker has control over the time and place of work.
 - (5) Whether the worker supplies his or her own tools or equipment, if they are normally used by persons engaged in such work.
 - (6) Whether the worker hires employees.

E. ADMINISTRATIVE RECORDKEEPING AND REPORTS

1. **LWO Administrative Records and Reports.** The Director of Administration shall maintain a list of all subject and exempt agreements and a file of all *complaints*, findings, and results. The Director of Administration 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, on July 1 of each year, or as soon thereafter as is practicable, the Director of Administration 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.** Beginning July 1, 2007, 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 assist departments to ensure standard LWO contract language is incorporated into all agreements subject to the LWO.
2. **Employer Monitoring.** The Living Wage Manager will monitor the operations of *covered employers* to ensure compliance by conducting site visits and payroll reviews. The Living Wage Manager may review the provision of wages and 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 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*. If a *covered employee* alleges noncompliance with the LWO or retaliation by the contractor 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 employer that the violation is to be corrected within 30 days.
2. **Remedies.** If a *covered employer* has not demonstrated within 30 days that it has substantially cured any material violation of the LWO and no resolution is imminent, the Living Wage Manager upon approval from the Director of Administration shall initiate one or more of the following:
 - a. Request the Purchasing Agent 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 Article 2, Chapter 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 Article 2, Chapter 2, Division 32 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 and/or health premiums prescribed by the LWO; and/or
 - (2) A fine payable to the City in the amount of up to one hundred dollars (\$100) for each violation for each day the violation remains uncured.
- 3. 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. Require covered *subcontractors* to file a Certificate of Compliance within 30 days of becoming a *covered employer*; and
 - d. Cooperate with the *City's* investigation of covered *subcontractors*.
- 4. Employee's Right to File Action.** An employee claiming a violation of the LWO shall have the right to file an action against his or her employer in the appropriate court within one year 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 employee, plus interest.
 - 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, plus interest.
 - 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 treble the amount of monies to be paid as damages.

- e. The court shall award reasonable attorney's fees and costs to an employee who prevails in any such private action and to an employer who prevails if the employee's suit is found to be frivolous.

5. Prohibition against Retaliation. Neither an employer nor an employer's representative shall take any action against an employee in retaliation for alleging non-compliance with the LWO or for providing information towards or cooperating in an investigation regarding compliance with the LWO. If an employee is terminated, demoted, suffers reduced compensation, is discriminated against, or otherwise penalized by an employer or employer's representative within 60 days of alleging non-compliance, providing information towards or cooperating in an investigation regarding compliance with the Living Wage Ordinance, for opposing any practice proscribed by this division, for participating in proceedings related to this division, or for asserting or seeking to enforce his or her rights under the LWO by any lawful means, a rebuttable presumption shall arise that the action was taken in retaliation for the employee's participation and shall be considered a violation of these Rules.

H. EMPLOYEE COMPLAINT PROCESS

- 1. Employee Complaints.** An employee who alleges violation of any provision of the LWO by an employer may report such acts to the Living Wage Manager and, at the employee's discretion, exhaust available employer internal remedies. An employee making a complaint regarding an 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.** An employee claiming retaliation (such as termination, reduction in wages or benefits, or adverse changes in working conditions) 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 an 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 shall notify the employee of the status of the investigation and provide regular status reports to the employee every 30 days until the investigation is completed.

- 6. Submission of Additional Information after Completion of Investigation.** Upon completion of an investigation, the Living Wage Manager upon approval from the Director of Administration will notify the *covered employee*, and the *covered employer* if appropriate, of the investigation results.
- a. Either the employee or the 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 Director of Administration 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 Director of Administration.
- 7. Payment of Amounts Due to Employees.** If corrective payments are required to be paid to employees in order to comply with the LWO, the employer shall pay the entire amount due to each employee in one payment within the time period required by the *City* in its notice to the employer.

APPENDIX A

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

EFFECTIVE DATES	INCREASE	CASH WAGE + HEALTH BENEFITS	FULL CASH WAGE
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: 619/533-3948
 Fax: 619/533-3220

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)

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:

♦ \$13.77/hour without health benefits.

OR

♦ \$11.47/hour plus at least \$2.30/hour in health benefits.

- ♦ It's the employer's choice whether to provide health benefits.
- ♦ If health benefits cost less than \$2.30/hour, the difference is added to the hourly wage.
- ♦ Rates are adjusted annually; listed rates are effective from July 1, 2012 through June 30, 2013.

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:

♦ \$13.77/hora sin prestaciones médicas.

O

♦ \$11.47/hora más un mínimo de \$2.30/hora de prestaciones médicas.

- ♦ Es la elección del empleador de ofrecer prestaciones médicas.
- ♦ Si las prestaciones médicas cuestan menos de \$2.30/hora, la diferencia es añadida al salario.
- ♦ El sueldo se ajusta anualmente; el sueldo actual tiene vigencia Julio 1, 2012 hasta Junio 30, 2013.

DÍAS LIBRES MÍNIMO CADA AÑO:

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

Y

- ♦ 10 días sin pagar por enfermedad personal o familiar.

SE PROHIBE CUALQUIER TIPO DE REPRESALIA:

- ♦ Los empleadores no pueden despedir, reducir la paga, ni discriminar contra un trabajador por presentar 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

ADMINISTRATION DEPARTMENT, CITY OF SAN DIEGO

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

Phone (619) 533-3948 Fax (619) 533-3220

www.sandiego.gov/administration/programs/livingwage

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
ASK YOUR TAX PREPARER

El Crédito Tributario por Ingreso del Trabajo

El Crédito Tributario por Ingreso el 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 del 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 residents.
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
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) 533-3948 Fax (619) 533-3220

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 a wage no less than the minimum initial compensation of \$11.47 per hour (adjusted annually on July 1).
- (b) Provide covered employees a health benefit of \$2.30 per hour (adjusted annually on July 1) or, if any lesser amount is applied toward a health plan, to add this difference to the hourly wage rate as cash payment.
- (c) Provide a minimum of 10 compensated days off per year for vacation, sick leave, or other personal need at the employee's request and provide 10 additional uncompensated days off for personal or family illness when accrued compensated days off have been used.
- (d) Inform all covered employees of their possible right to Federal Earned Income Tax Credit within 30 days of contract start.
- (e) Permit access for authorized City representatives to work sites and relevant records to review compliance with the LWO.
- (f) Maintain wage and benefit records for covered employees for 3 years after final payment.
- (g) Prohibit retaliation against any employee who alleges non-compliance with the requirements of the LWO.

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:

ATTACHMENT C

**CITY OF SAN DIEGO
LIVING WAGE PROGRAM**

202 C Street, MS 9A, San Diego, CA 92101
Phone (619) 533-3948 Fax (619) 533-3220

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 (b)(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 (b)(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) 533-3948 Fax (619) 533-3220

COMPANY INFORMATION

INFORMACIÓN SOBRE LA COMPAÑÍA

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

EMPLOYEE INFORMATION

INFORMACIÓN SOBRE EL EMPLEADO

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

EMPLOYEE COMPLAINT

QUEJA DE EMPLEADO

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 LA OFICINA DE LA CIUDAD SOLAMENTE

Date of Receipt:	LWO Analyst:	Contract Number:
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07/01/2012 -
06/30/2013

Living Wage Ordinance Contracts in Fiscal Year 2013
Sorted by Contract No.

Contract #	Bid #	Bid Title	Contractor	Start	End	Contract Amount
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	\$30,688
4600000007	9679-09-Q	Tree Maintenance Service in the Carmel Valley MAD	So Cal Tree Care, Inc	08/03/2009	07/31/2014	\$177,785
4600000019	9637-09-Q	Landscape Maintenance of So Bay Wastewater Reclamation Plant & Grove Av Pump Station	Aztec Landscaping, Inc	08/22/2009	09/30/2014	\$34,037
4600000032	9615-09-L	Cleaning of Sludge Hopper Bay Area at Metro Biosolids Center	Quality Coast, Inc	09/08/2009	09/30/2014	\$82,388
4600000038	9740-09-Q	Landscape Maintenance of Various Metro Wastewater Dept Reclamation Plants	Acacia Landscape Company	09/14/2009	10/31/2014	\$109,879
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	\$37,695
4600000091	9716-09-Q	Landscape Maintenance w/in Coral Gate MAD	Aztec Landscaping, Inc	11/29/2009	12/31/2014	\$55,408
4600000092	9767-09-Q	Landscape Maintenance for Linda Vista MAD	Goldkamp Landscaping	12/01/2009	08/20/2012	\$66,509
4600000112	9703-09-V	40 Cubic Yard Roll-Off Containers & Disposal Services as needed	Ware Disposal	12/19/2009	02/14/2015	\$25,000
4600000118	9613-09-L	Janitorial Maintenance Service at Various Wastewater/Water Facilities	T & T Janitorial	01/11/2010	03/31/2015	\$108,834
4600000120	9613-09-L	Janitorial Maintenance Service at Various Wastewater/Water Facilities	DMS Services, LLC	01/12/2010	03/31/2015	\$147,799
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	\$51,056
4600000122	9613-09-L	Janitorial Maintenance Service at Various Wastewater/Water Facilities, Sched 9	NMS Management, Inc	01/12/2010	03/31/2015	\$31,741
4600000126	9613-09-L	Janitorial Maintenance Service at Various Wastewater/Water Facilities, Sched 3	Merchants Building Maintenance	01/13/2010	03/31/2015	\$37,483
4600000130	9901-10-Q	Landscape Maintenance w/in East Village Redevelopment & Ballpark Infrastructure	Landcare Logic	01/15/2010	01/31/2015	\$76,706
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	\$71,736
4600000157	9105-08-Z	Parking Mgmt Services for Evan Jones Parkade	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	\$47,617
4600000195	9678-10-V	Refuse and Recyclable Collection Services	Allied Waste Services	03/28/2010	03/31/2015	\$461,473
4600000206	9945-10-Q	Landscape Maintenance for Views West Neighborhood Park & Comfort Station	Westturf Landscape Maintenance	04/06/2010	04/30/2015	\$37,312
4600000250	9950-10-Q	Landscape Maintenance of Thurgood Marshall Middle School Joint Use Turf	Landcare Logic	05/22/2010	06/30/2015	\$34,077
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

07/01/2012 -
06/30/2013

Living Wage Ordinance Contracts in Fiscal Year 2013

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>
4600000256	9954-10-Q	Landscape Maintenance for Imperial Marketplace	Landcare Logic	05/27/2010	06/30/2015	\$29,173
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	\$130,099
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 at Various City Facilities incl Com Stations & Mission Trails Visitors Ctr	TP Janitorial Services	07/02/2010	03/31/2015	\$80,602
4600000311	10007601-10W	Wastewater Pumping Services @ Miramar Landfill	Atlas Pumping Service	07/26/2010	07/31/2015	\$48,177
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	\$165,402
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	\$326,746
4600000352	10005550-10L	Janitorial Maintenance Service at Various Police Department Facilities	Qualityway Building Service	09/30/2010	07/31/2015	\$236,782
4600000364	9968-11-Q	Landscape Maintenance of Dusty Rhodes Neighborhood Park & Dog Park	Aztec Landscaping, Inc	10/23/2010	10/31/2015	\$45,855
4600000365	100008910-11L	Wastewater Pumping at Torrey Pines, Sched A	Diamond Environmental Services	10/25/2010	11/14/2015	\$60,959
4600000366	10008910-11L	Wastewater Pumping at Torrey Pines, Sched B	Atlas Pumping Service	10/25/2010	11/14/2015	\$277,146
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	\$750,298
4600000439	9972-11-Q	Landscape Maintenance of Carmel Valley Comm Park & Comf Sta	Acacia Landscape Company	11/06/2010	11/30/2015	\$74,458
4600000441	9973-11-Q	Landscape Maintenance for Alvarado Water Treatment Campus	Landcare Logic	11/07/2010	11/30/2015	\$71,755
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	\$337,105
4600000492	9966-11-Q	Landscape Maintenance of Spring Cyn Park & Comf Sta & Dingeman School Field	Aztec Landscaping, Inc	12/24/2010	01/31/2016	\$65,882
4600000499	10012279-11W	Asbestos and Lead Abatement Services	Allied Industries Inc	12/29/2010	01/14/2016	\$865,137
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	01/20/2016	\$32,165
4600000518	9958-11-Q	Landscape Maint of Desig Medians, Rights-of-Way, Mini-Parks, Open Space & Areas w/in Penasquitos East MAD	Goldkamp Landscaping	01/23/2011	08/20/2012	\$186,852

07/01/2012 -
06/30/2013

Living Wage Ordinance Contracts in Fiscal Year 2013

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>
4600000522	9967-11-Q	Landscape Maint for Rancho Bernardo Comm Park & Dog Park & Comfort Stations	Aztec Landscaping, Inc	01/26/2011	01/31/2016	\$78,568
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	\$35,496
4600000571	10009350-11L	Janitorial Maintenance @ Various City of San Diego Operation Facilities - Chollas, Water Ops, Street/Transportation, Fleet & Central Stores, Sched A	ISS Facility Services Inc	02/22/2011	03/20/2013	\$59,319
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	\$41,463
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	\$59,874
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	\$104,328
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, SD Fire Rescue Training Ctr & Var City Locations as needed	TP Janitorial Services	06/07/2011	06/30/2016	\$29,367
4600000745	10013883-11L	Janitorial Maintenance Service for Events and Post-Events @ Qualcomm Stadium	Jani-King of California, Inc	06/09/2011	08/08/2016	\$627,278
4600000757	10014496-11Z	Bee & Wasp Removal & Extermination Services	Pestmaster Services	06/20/2011	06/19/2016	\$31,461
4600000787	10014057-11Q	Landscape Maintenance of Desig Medians, Rights-of-Way & Areas w/in Rancho Bernardo MAD	Goldkamp Landscaping	07/11/2011	08/20/2012	\$775,000
4600000798	10015260-12Q	Landscape Maintenance for Sabre Springs Park & Comfort Station	Ponderosa Landscape, Inc	07/21/2011	08/31/2016	\$35,060
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

07/01/2012 -
06/30/2013

Living Wage Ordinance Contracts in Fiscal Year 2013

Sorted by Contract No.

Contract #	Bid #	Bid Title	Contractor	Start	End	Contract Amount
4600000841	10015801-12Q	Landscape Maintenance w/in Pacific Highland Ranch MAD	Treebeard Landscape, Inc	08/12/2011	08/31/2016	\$116,584
4600000895	10020257-12L	Used and Waste Tire Recycling & Disposal	Reliable Tire Company	09/14/2011	09/20/2016	\$60,653
4600000918	10016536-12W	Landscape Maintenance of Four Parks	Aztec Landscaping, Inc	09/25/2011	09/30/2013	\$48,712
4600000983	10013973-11Z	Parking Mgmt Svcs for Qualcomm Stadium	Ace Parking 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	\$81,463
4600001017	10019947-12W	Landscape Maintenance w/in Otay Int'l Center MAD	Aztec Landscaping, Inc	12/14/2011	12/31/2016	\$172,774
4600001021	10016714-12W	Landscape Maintenance for Carmel Valley #10 MAD	Treebeard Landscape, Inc	12/15/2011	12/30/2016	\$127,189
4600001022	10021500-12W	Brush Management Services w/in Marian Bear & Sabre Springs Area	Aztec Landscaping, Inc	12/15/2011	12/31/2012	\$716,277
4600001026	10022142-12Q	Security Services for Various Park & Recreation Facilities	Able Patrol & Guard	12/21/2011	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 Services USA	12/23/2011	12/31/2016	\$25,706
4600001032	10021604-12W	Landscape Maintenance w/in Solana Highlands Neighborhood Park	Acacia Landscape Company	12/28/2011	02/15/2017	\$42,473
4600001033	10021966-12L	Janitorial Maintenance 24/7 @ Civic Ctr & Gaslamp Square Park Comfort Stations	T & T Janitorial	12/28/2011	12/31/2016	\$286,066
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	\$27,853
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	\$124,427
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	\$410,597
4600001298	10023248-12W	Landscape Maintenance for Ocean View Hills, Robinhood Ridge & Remington Hills MAD	Brewer Lawn Maintenance, Inc	06/06/2012	08/31/2017	\$320,312
4600001309	10024890-12L	Sweeping Service @ Montgomery Field & Brown Field	Cannon Pacific	06/12/2012	08/15/2014	\$99,723
4600001347	10024689-12W	Landscape Maintenance for Camino Santa Fe MAD	Brewer Lawn Maintenance, Inc	07/09/2012	07/13/2017	\$83,613
4600001377	10022632-12W	Landscape Maintenance for Torrey Highlands MAD	Landcare Logic	07/19/2012	07/31/2017	\$302,349

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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>
4600001411	10022719-12W	Landscape Maintenance for Stonecrest Village MAD	Contemporary Design Landscape	08/10/2012	07/31/2017	\$297,262
4600001448	10025899-12W	Landscape Maintenance for Open Space Street Mediums	Landscapes USA, Inc	08/13/2012	08/30/2017	\$85,053
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	\$97,654
4600001567	10030695-13W	Landscape Maintenance for Rancho Bernardo & Penasquitos East MAD	Aztec Landscaping, Inc	11/29/2012	12/16/2017	\$268,839
4600001571	10023989-12Q	Security Guard Service for Public Utilities MOC	Able Patrol & Guard	12/03/2012	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	\$582,480
4600001601	10030783-13W	Landscape Maintenance for Linda Vista MAD	Contemporary Design Landscape	01/16/2013	03/31/2018	\$97,095
4600001610	10026343-13W	Landscape Maintenance for Public Utilities	Landscapes USA, Inc	01/17/2013	02/28/2014	\$49,513
4600001611	10024960-13W	Landscape Maintenance for Sabre Springs & Rancho Encantada MAD	Landcare Logic	01/17/2013	02/28/2018	\$104,527
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
C008100009	8580-07-Y	Landscape Maintenance at Various Water Facility Sites	Aztec Landscaping, Inc	06/27/2009	06/30/2012	\$83,282
C008100011	8797-07-Q	Complete Landscape Maintenance of Designated Landscape Medians & Park Areas w/in City Heights Urban Village	Acacia Landscape Company	06/27/2009	06/30/2013	\$134,380
C008100046	8758-07-Q	Landscape Maintenance of Medians, Rights-of-Way & Open Space for Hillcrest, North Park, Mid City & Talmadge MAD	Aztec Landscaping, Inc	06/27/2009	08/14/2012	\$265,512
C008100054	8871-07-Q	Landscape Maintenance of Desig Medians, Rights-of-Way, Slopes, Sidewalks & Gutters w/in Genessee Av/North Torrey Pines Rd MAD	Benchmark Landscape Services, Inc	06/27/2009	08/14/2012	\$106,355
C008100071	8781-07-Y	Mowing & Grounds Maintenance at Montgomery & Brown Fields	Powerland Equipment, Inc	06/27/2009	09/30/2012	\$168,671
C008100107	8901-07-Q	Landscape Maintenance of Desig Medians, Rights-of-Way, Adj Slopes & Library incl Areas w/in Mira Mesa NE Sub-Area of MADs	Brewer Lawn Maintenance, Inc	06/27/2009	10/31/2012	\$365,793
C008100138	9057-08-Q	Landscape Maintenance of Designated Planted & Paved Center Islands in Sabre Springs Landscape MAD	Aztec Landscaping, Inc	06/27/2009	12/31/2012	\$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
C008100189	9260-08-B	Inspection & Cleaning of Catch Basin, Cleanout & Curb Inlet	Ron's Maintenance	06/29/2009	04/30/2013	\$680,641

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Living Wage Ordinance Contracts in Fiscal Year 2013

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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>
C008100203	9186-08-Q	Landscape Maintenance of Medians, Bike & Equestrian Trails w/in Carmel Valley CVREP	Brewer Lawn Maintenance, Inc	06/27/2009	05/31/2013	\$40,648
C008100204	9185-08-Q	Landscape Maintenance of Areas w/in Calle Cristobal MAD	Brewer Lawn Maintenance, Inc	06/27/2009	06/30/2013	\$149,944
C008100214	9144-08-Q	Landscape Maintenance of Various Library Sites	Ponderosa Landscape, Inc	06/27/2009	05/31/2013	\$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
C008200037	8646-08-Q	Landscape Maintenance w/in Camino Santa Fe MAD	Westturf Landscape Maintenance	06/27/2009	07/31/2013	\$53,189
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
C008200054	9474-09-B	Security Guard Service for Various Park & Recreation Sites	US Security Associates, Inc	06/27/2009	10/31/2013	\$115,433
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	\$80,580
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
C008200108	9492-09-L	Steam Clean Sidewalks, Sidewalk Furniture & Trash Receptacles w/in North Park MAD	Eric J Friend	06/27/2009	02/14/2014	\$49,439
C008200110	9502-09-Q	Landscape Maintenance of Carmel Mtn Ranch, Sabre Springs Park & Comfort Stations	Aztec Landscaping, Inc	06/27/2009	03/14/2014	\$35,444
C008200135	9616-09-Q	Landscape Maintenance of Various Police Dept Facilities	Westturf Landscape Maintenance	09/08/2009	05/31/2014	\$97,464
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	\$25,135
Sole Source	2151	Exec Complex Parking Services	Ace Parking Management, Inc	09/09/2009	06/30/2011	\$164,000
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

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\$32,961,041

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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>
100008910-11L	4600000365	Wastewater Pumping at Torrey Pines, Sched A	Diamond Environmental Services	10/25/2010	11/14/2015	\$60,959
10001592-12Q	4600001030	Security Gate Services @ Various Community Parks	Securitas Security Services USA	12/23/2011	12/31/2016	\$25,706
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	\$236,782
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	\$165,402
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	\$326,746
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	\$48,177
10008610-11Z	4600000467	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
10008910-11L	4600000366	Wastewater Pumping at Torrey Pines, Sched B	Atlas Pumping Service	10/25/2010	11/14/2015	\$277,146
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	\$35,496
10009350-11L	4600000571	Janitorial Maintenance @ Various City of San Diego Operation Facilities - Chollas, Water Ops, Street/Transportation, Fleet & Central Stores, Sched A	ISS Facility Services Inc	02/22/2011	03/20/2013	\$59,319
10012279-11W	4600000499	Asbestos and Lead Abatement Services	Allied Industries Inc	12/29/2010	01/14/2016	\$865,137
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	01/20/2016	\$32,165
10013883-11L	4600000745	Janitorial Maintenance Service for Events and Post-Events @ Qualcomm Stadium	Jani-King of California, Inc	06/09/2011	08/08/2016	\$627,278
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
10014057-11Q	4600000787	Landscape Maintenance of Desig Medians, Rights-of-Way & Areas w/in Rancho Bernardo MAD	Goldkamp Landscaping	07/11/2011	08/20/2012	\$775,000
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

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Bid #	Contract #	Bid Title	Contractor	Start	End	Contract Amount
10014925-11L	4600000743	Janitorial Maintenance Service @ Montgomery Field, Brown Field, SD Fire Rescue Training Ctr & Var City Locations as needed	TP Janitorial Services	06/07/2011	06/30/2016	\$29,367
10015260-12Q	4600000798	Landscape Maintenance for Sabre Springs Park & Comfort Station	Ponderosa Landscape, Inc	07/21/2011	08/31/2016	\$35,060
10015801-12Q	4600000841	Landscape Maintenance w/in Pacific Highland Ranch MAD	Treebeard Landscape, Inc	08/12/2011	08/31/2016	\$116,584
10016536-12W	4600000918	Landscape Maintenance of Four Parks	Aztec Landscaping, Inc	09/25/2011	09/30/2013	\$48,712
10016714-12W	4600001021	Landscape Maintenance for Carmel Valley #10 MAD	Treebeard Landscape, Inc	12/15/2011	12/30/2016	\$127,189
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	\$124,427
10019874-12W	4600001013	Landscape Maintenance w/in Sage Cyn & Torrey Hills Neighborhood Parks & Comf Stations	Ponderosa Landscape, Inc	12/12/2011	01/01/2017	\$81,463
10019947-12W	4600001017	Landscape Maintenance w/in Olay Int'l Center MAD	Aztec Landscaping, Inc	12/14/2011	12/31/2016	\$172,774
10019948-12W	4600001040	Landscape Maintenance of Trees & Hardscape on Mission Bl	Acacia Landscape Company	01/09/2012	12/31/2016	\$27,853
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	\$60,653
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	\$410,597
10021500-12W	4600001022	Brush Management Services w/in Marian Bear & Sabre Springs Area	Aztec Landscaping, Inc	12/15/2011	12/31/2012	\$716,277
10021500-12W	4600001038	Brush Management Services	Aztec Landscaping, Inc	01/19/2012	12/31/9999	\$724,760
10021604-12W	4600001032	Landscape Maintenance w/in Solana Highlands Neighborhood Park	Acacia Landscape Company	12/28/2011	02/15/2017	\$42,473
10021966-12L	4600001033	Janitorial Maintenance 24/7 @ Civic Ctr & Gaslamp Square Park Comfort Stations	T & T Janitorial	12/28/2011	12/31/2016	\$286,066
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	12/21/2011	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	\$297,262
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	\$320,312
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	12/03/2012	11/27/2014	\$122,647

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Living Wage Contracts during Fiscal Year 2013
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Bid #	Contract #	Bid Title	Contractor	Start	End	Contract Amount
10024689-12W	4600001347	Landscape Maintenance for Camino Santa Fe MAD	Brewer Lawn Maintenance, Inc	07/09/2012	07/13/2017	\$83,613
10024890-12L	4600001309	Sweeping Service @ Montgomery Field & Brown Field	Cannon Pacific	06/12/2012	08/15/2014	\$99,723
10024960-13W	4600001611	Landscape Maintenance for Sabre Springs & Rancho Encantada MAD	Landcare Logic	01/17/2013	02/28/2018	\$104,527
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	\$97,654
10025899-12W	4600001448	Landscape Maintenance for Open Space Street Mediums	Landscapes USA, Inc	08/13/2012	08/30/2017	\$85,053
10026343-13W	4600001610	Landscape Maintenance for Public Utilities	Landscapes USA, Inc	01/17/2013	02/28/2014	\$49,513
10030695-13W	4600001567	Landscape Maintenance for Rancho Bernardo & Penasquitos East MAD	Aztec Landscaping, Inc	11/29/2012	12/16/2017	\$268,839
10030783-13W	4600001601	Landscape Maintenance for Linda Vista MAD	Contemporary Design Landscape	01/16/2013	03/31/2018	\$97,095
10031045-13L	4600001592	On call 24/7 Scheduled & Emergency Wastewater Pumping Service, as needed	Diamond Environmental Services	12/28/2012	01/14/2018	\$582,480
8502-07-W	4600000816	Security Guard Services @ Various City Sites	G4S Secure Solutions	07/29/2011	09/13/2012	\$2,795,095
8580-07-Y	C008100009	Landscape Maintenance at Various Water Facility Sites	Aztec Landscaping, Inc	06/27/2009	06/30/2012	\$83,282
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
8646-08-Q	C008200037	Landscape Maintenance w/in Camino Santa Fe MAD	Westturf Landscape Maintenance	06/27/2009	07/31/2013	\$53,189
8758-07-Q	C008100046	Landscape Maintenance of Medians, Rights-of-Way & Open Space for Hillcrest, North Park, Mid City & Talmadge MAD	Aztec Landscaping, Inc	06/27/2009	08/14/2012	\$265,512
8781-07-Y	C008100071	Mowing & Grounds Maintenance at Montgomery & Brown Fields	Powerland Equipment, Inc	06/27/2009	09/30/2012	\$168,671
8797-07-Q	C008100011	Complete Landscape Maintenance of Designated Landscape Medians & Park Areas w/in City Heights Urban Village	Acacia Landscape Company	06/27/2009	06/30/2013	\$134,380
8871-07-Q	C008100054	Landscape Maintenance of Desig Medians, Rights-of-Way, Slopes, Sidewalks & Gutters w/in Genesee Av/North Torrey Pines Rd MAD	Benchmark Landscape Services, Inc	06/27/2009	08/14/2012	\$106,355
8901-07-Q	C008100107	Landscape Maintenance of Desig Medians, Rights-of-Way, Adj Slopes & Library incl Areas w/in Mira Mesa NE Sub-Area of MADs	Brewer Lawn Maintenance, Inc	06/27/2009	10/31/2012	\$365,793
9057-08-Q	C008100138	Landscape Maintenance of Designated Planted & Paved Center Islands in Sabre Springs Landscape MAD	Aztec Landscaping, Inc	06/27/2009	12/31/2012	\$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

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Bid #	Contract #	Bid Title	Contractor	Start	End	Contract Amount
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	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	05/31/2013	\$390,244
9185-08-Q	C008100204	Landscape Maintenance of Areas w/in Calle Cristobal MAD	Brewer Lawn Maintenance, Inc	06/27/2009	06/30/2013	\$149,944
9186-08-Q	C008100203	Landscape Maintenance of Medians, Bike & Equestrian Trails w/in Carmel Valley CVREP	Brewer Lawn Maintenance, Inc	06/27/2009	05/31/2013	\$40,648
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
9260-08-B	C008100189	Inspection & Cleaning of Catch Basin, Cleanout & Curb Inlet	Ron's Maintenance	06/29/2009	04/30/2013	\$680,641
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	10/14/2013	\$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	\$80,580
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	\$115,433
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
9492-09-L	C008200108	Steam Clean Sidewalks, Sidewalk Furniture & Trash Receptacles w/in North Park MAD	Eric J Friend	06/27/2009	02/14/2014	\$49,439
9502-09-Q	C008200110	Landscape Maintenance of Carmel Mtn Ranch, Sabre Springs Park & Comfort Stations	Aztec Landscaping, Inc	06/27/2009	03/14/2014	\$35,444
9610-10-L	4600000147	Janitorial Maintenance Service at Various City Facilities	NMS Management, Inc	02/11/2010	03/31/2015	\$71,736
9613-09-L	4600000118	Janitorial Maintenance Service at Various Wastewater/Water Facilities	T & T Janitorial	01/11/2010	03/31/2015	\$108,834
9613-09-L	4600000120	Janitorial Maintenance Service at Various Wastewater/Water Facilities	DMS Services, LLC	01/12/2010	03/31/2015	\$147,799
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	\$51,056
9613-09-L	4600000122	Janitorial Maintenance Service at Various Wastewater/Water Facilities, Sched 9	NMS Management, Inc	01/12/2010	03/31/2015	\$31,741
9613-09-L	4600000126	Janitorial Maintenance Service at Various Wastewater/Water Facilities, Sched 3	Merchants Building Maintenance	01/13/2010	03/31/2015	\$37,483
9615-09-L	4600000032	Cleaning of Sludge Hopper Bay Area at Metro Biosolids Center	Quality Coast, Inc	09/08/2009	09/30/2014	\$82,388
9616-09-Q	C008200135	Landscape Maintenance of Various Police Dept Facilities	Westturf Landscape Maintenance	09/08/2009	05/31/2014	\$97,464

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Bid #	Contract #	Bid Title	Contractor	Start	End	Contract Amount
9617-10-L	4600000293	Janitorial Maintenance at Various City Facilities incl Comf Stations & Mission Trails Visitors Ctr	TP Janitorial Services	07/02/2010	03/31/2015	\$80,602
9637-09-Q	460000019	Landscape Maintenance of So Bay Wastewater Reclamation Plant & Grove Av Pump Station	Aztec Landscaping, Inc	08/22/2009	09/30/2014	\$34,037
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	\$25,135
9678-10-V	4600000195	Refuse and Recyclable Collection Services	Allied Waste Services	03/28/2010	03/31/2015	\$461,473
9679-09-Q	4600000007	Tree Maintenance Service in the Carmel Valley MAD	So Cal Tree Care, Inc	08/03/2009	07/31/2014	\$177,785
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	\$25,000
9704-09-Q	4600000005	Landscape Maintenance of Carmel Del Mar Park & Comfort Station	Aztec Landscaping, Inc	07/28/2009	07/31/2014	\$30,688
9716-09-Q	4600000091	Landscape Maintenance w/in Coral Gate MAD	Aztec Landscaping, Inc	11/29/2009	12/31/2014	\$55,408
9719-09-Q	4600000174	Landscape Maintenance of Ashley Falls Neighborhood Park & Comfort Station	Aztec Landscaping, Inc	03/13/2010	04/14/2015	\$47,617
9740-09-Q	4600000038	Landscape Maintenance of Various Metro Wastewater Dept Reclamation Plants	Acacia Landscape Company	09/14/2009	10/31/2014	\$109,879
9767-09-Q	4600000092	Landscape Maintenance for Linda Vista MAD	Goldkamp Landscaping	12/01/2009	08/20/2012	\$66,509
9900-10-Q	4600000268	Landscape Maintenance Park Village MAD	Landcare Logic	06/10/2010	05/31/2015	\$130,099
9901-10-Q	4600000130	Landscape Maintenance w/in East Village Redevelopment & Ballpark Infrastructure	Landcare Logic	01/15/2010	01/31/2015	\$76,706
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	\$37,695
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	\$37,312
9948-10-Q	4600000269	Landscape Maintenance of Stonebridge Neighborhood Park & Comfort Station	Aztec Landscaping, Inc	06/14/2010	06/30/2015	\$27,336
9950-10-Q	4600000250	Landscape Maintenance of Thurgood Marshall Middle School Joint Use Turf	Landcare Logic	05/22/2010	06/30/2015	\$34,077
9954-10-Q	4600000256	Landscape Maintenance for Imperial Marketplace	Landcare Logic	05/27/2010	06/30/2015	\$29,173

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Bid #	Contract #	Bid Title	Contractor	Start	End	Contract Amount
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	\$750,298
9958-11-Q	4600000518	Landscape Maint of Desig Medians, Rights-of-Way, Mini-Parks, Open Space & Areas w/in Penasquitos East MAD	Goldkamp Landscaping	01/23/2011	08/20/2012	\$186,852
9966-11-Q	4600000492	Landscape Maintenance of Spring Cyn Park & Comf Sta & Dingeman School Field	Aztec Landscaping, Inc	12/24/2010	01/31/2016	\$65,882
9967-11-Q	4600000522	Landscape Maint for Rancho Bernardo Comm Park & Dog Park & Comfort Stations	Aztec Landscaping, Inc	01/26/2011	01/31/2016	\$78,568
9968-11-Q	4600000364	Landscape Maintenance of Dusty Rhodes Neighborhood Park & Dog Park	Aztec Landscaping, Inc	10/23/2010	10/31/2015	\$45,855
9970-11-Q	4600000491	Landscape Maintenance of Black Mountain Ranch South MAD	Treebeard Landscape, Inc	12/23/2010	01/31/2016	\$337,105
9972-11-Q	4600000439	Landscape Maintenance of Carmel Valley Comm Park & Comf Sta	Acacia Landscape Company	11/06/2010	11/30/2015	\$74,458
9973-11-Q	4600000441	Landscape Maintenance for Alvarado Water Treatment Campus	Landcare Logic	11/07/2010	11/30/2015	\$71,755
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	03/31/2016	\$59,874
9983-11-Q	4600000579	Landscape Maintenance of Carmel Creek Neighborhood Park & Comf Sta	Acacia Landscape Company	02/28/2011	02/29/2016	\$41,463
9984-11-Q	4600000675	Landscape Maintenance w/in Gateway Ctr East MAD	Aztec Landscaping, Inc	04/25/2011	04/30/2016	\$104,328
1479	Sole Source	Qualcomm Stadium Security	Elite Show Services	06/01/2009	05/31/2010	\$2,880,000
2151	Sole Source	Exec Complex Parking Services	Ace Parking Management, Inc	09/09/2009	06/30/2011	\$164,000
2191	Sole Source	Management of City Concourse	DMS Services, LLC	11/02/2009	11/30/2011	\$192,000
<u>133 CONTRACTS</u>			<u>60 CONTRACTORS</u>			<u>\$32,961,041</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>
AUTOMOTIVE REPAIR AND MAINTENANCE:						
4600000594	10004984-10E	Fire Apparatus Body Repair and Paint Services	Kovatch Mobile Equipment Corp.	03/12/2011	03/16/2015	\$173,711
<u>1 CONTRACT</u>			<u>1 CONTRACTOR</u>			<u>\$173,711</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	01/20/2016	\$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
Sole Source	2191	Management of City Concourse	DMS Services, LLC	11/02/2009	11/30/2011	\$192,000
<u>4 CONTRACTS</u>			<u>4 CONTRACTORS</u>			<u>\$340,090</u>
JANITORIAL:						
4600000118	9613-09-L	Janitorial Maintenance Service at Various Wastewater/Water Facilities	T & T Janitorial	01/11/2010	03/31/2015	\$108,834
4600000120	9613-09-L	Janitorial Maintenance Service at Various Wastewater/Water Facilities	DMS Services, LLC	01/12/2010	03/31/2015	\$147,799
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	\$51,056
4600000122	9613-09-L	Janitorial Maintenance Service at Various Wastewater/Water Facilities, Sched 9	NMS Management, Inc	01/12/2010	03/31/2015	\$31,741
4600000126	9613-09-L	Janitorial Maintenance Service at Various Wastewater/Water Facilities, Sched 3	Merchants Building Maintenance	01/13/2010	03/31/2015	\$37,483
4600000147	9610-10-L	Janitorial Maintenance Service at Various City Facilities	NMS Management, Inc	02/11/2010	03/31/2015	\$71,736
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	\$80,602
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	\$165,402
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	\$326,746
4600000352	10005550-10L	Janitorial Maintenance Service at Various Police Department Facilities	Qualityway Building Service	09/30/2010	07/31/2015	\$236,782
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	\$35,496

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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>
4600000571	10009350-11L	Janitorial Maintenance @ Various City of San Diego Operation Facilities - Chollas, Water Ops, Street/Transportation, Fleet & Central Stores, Sched A	ISS Facility Services Inc	02/22/2011	03/20/2013	\$59,319
4600000743	10014925-11L	Janitorial Maintenance Service @ Montgomery Field, Brown Field, SD Fire Rescue Training Ctr & Var City Locations as needed	TP Janitorial Services	06/07/2011	06/30/2016	\$29,367
4600000745	10013883-11L	Janitorial Maintenance Service for Events and Post-Events @ Qualcomm Stadium	Jani-King of California, Inc	06/09/2011	08/08/2016	\$627,278
4600001033	10021966-12L	Janitorial Maintenance 24/7 @ Civic Ctr & Gaslamp Square Park Comfort Stations	T & T Janitorial	12/28/2011	12/31/2016	\$286,066
4600001101	10019182-12L	Janitorial Maintenance at NTC Harbor & Alvarado Water Treatment Plant	T & T Janitorial	02/07/2012	03/18/2017	\$124,427
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	\$99,723
C008200108	9492-09-L	Steam Clean Sidewalks, Sidewalk Furniture & Trash Receptacles w/in North Park MAD	Eric J Friend	06/27/2009	02/14/2014	\$49,439
<u>19 CONTRACTS</u>			<u>12 CONTRACTORS</u>	<u>\$2,737,392</u>		
<u>LANDSCAPING:</u>						
4600000005	9704-09-Q	Landscape Maintenance of Carmel Del Mar Park & Comfort Station	Aztec Landscaping, Inc	07/28/2009	07/31/2014	\$30,688
4600000007	9679-09-Q	Tree Maintenance Service in the Carmel Valley MAD	So Cal Tree Care, Inc	08/03/2009	07/31/2014	\$177,785
4600000019	9637-09-Q	Landscape Maintenance of So Bay Wastewater Reclamation Plant & Grove Ave Pump Station	Aztec Landscaping, Inc	08/22/2009	09/30/2014	\$34,037
4600000038	9740-09-Q	Landscape Maintenance of Various Metro Wastewater Dept Reclamation Plants	Acacia Landscape Company	09/14/2009	10/31/2014	\$109,879
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	\$55,408
4600000092	9767-09-Q	Landscape Maintenance for Linda Vista MAD	Goldkamp Landscaping	12/01/2009	08/20/2012	\$66,509
4600000130	9901-10-Q	Landscape Maintenance w/in East Village Redevelopment & Ballpark Infrastructure	Landcare Logic	01/15/2010	01/31/2015	\$76,706
4600000174	9719-09-Q	Landscape Maintenance of Ashley Falls Neighborhood Park & Comfort Station	Aztec Landscaping, Inc	03/13/2010	04/14/2015	\$47,617
4600000206	9945-10-Q	Landscape Maintenance for Views West Neighborhood Park & Comfort Station	Westturf Landscape Maintenance	04/06/2010	04/30/2015	\$37,312
4600000250	9950-10-Q	Landscape Maintenance of Thurgood Marshall Middle School Joint Use Turf	Landcare Logic	05/22/2010	06/30/2015	\$34,077
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	\$29,173

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Contract #	Bid #	Contract Title	Contractor	Start	End	Amount
4600000268	9900-10-Q	Landscape Maintenance Park Village MAD	Landcare Logic	06/10/2010	05/31/2015	\$130,099
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	\$45,855
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	\$750,298
4600000439	9972-11-Q	Landscape Maintenance of Carmel Valley Comm Park & Comf Sta	Acacia Landscape Company	11/06/2010	11/30/2015	\$74,458
4600000441	9973-11-Q	Landscape Maintenance for Alvarado Water Treatment Campus	Landcare Logic	11/07/2010	11/30/2015	\$71,755
4600000491	9970-11-Q	Landscape Maintenance of Black Mountain Ranch South MAD	Treebeard Landscape, Inc	12/23/2010	01/31/2016	\$337,105
4600000492	9966-11-Q	Landscape Maintenance of Spring Cyn Park & Comf Sta & Dingeman School Field	Aztec Landscaping, Inc	12/24/2010	01/31/2016	\$65,882
4600000518	9958-11-Q	Landscape Maint of Desig Medians, Rights-of-Way, Mini-Parks, Open Space & Areas w/in Penasquitos East MAD	Goldkamp Landscaping	01/23/2011	08/20/2012	\$186,852
4600000522	9967-11-Q	Landscape Maint for Rancho Bernardo Comm Park & Dog Park & Comfort Stations	Aztec Landscaping, Inc	01/26/2011	01/31/2016	\$78,568
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	\$41,463
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	\$59,874
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	\$104,328
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
4600000787	10014057-11Q	Landscape Maintenance of Desig Medians, Rights-of-Way & Areas w/in Rancho Bernardo MAD	Goldkamp Landscaping	07/11/2011	08/20/2012	\$775,000
4600000798	10015260-12Q	Landscape Maintenance for Sabre Springs Park & Comfort Station	Ponderosa Landscape, Inc	07/21/2011	08/31/2016	\$35,060

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Contract #	Bid #	Contract Title	Contractor	Start	End	Amount
4600000841	10015801-12Q	Landscape Maintenance w/in Pacific Highland Ranch MAD	Treebeard Landscape, Inc	08/12/2011	08/31/2016	\$116,584
4600000918	10016536-12W	Landscape Maintenance of Four Parks	Aztec Landscaping, Inc	09/25/2011	09/30/2013	\$48,712
4600001013	10019874-12W	Landscape Maintenance w/in Sage Cyn & Torrey Hills Neighborhood Parks & Comf Stations	Ponderosa Landscape, Inc	12/12/2011	01/01/2017	\$81,463
4600001017	10019947-12W	Landscape Maintenance w/in Otay Int'l Center MAD	Aztec Landscaping, Inc	12/14/2011	12/31/2016	\$172,774
4600001021	10016714-12W	Landscape Maintenance for Carmel Valley #10 MAD	Treebeard Landscape, Inc	12/15/2011	12/30/2016	\$127,189
4600001022	10021500-12W	Brush Management Services w/in Marian Bear & Sabre Springs Area	Aztec Landscaping, Inc	12/15/2011	12/31/2012	\$716,277
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	\$42,473
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	\$27,853
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
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	\$410,597
4600001298	10023248-12W	Landscape Maintenance for Ocean View Hills, Robinhood Ridge & Remington Hills MAD	Brewer Lawn Maintenance, Inc	06/06/2012	06/30/2017	\$320,312
4600001347	10024689-12W	Landscape Maintenance for Camino Santa Fe MAD	Brewer Lawn Maintenance, Inc	07/09/2012	07/13/2017	\$83,613
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	\$297,262
4600001448	10025899-12W	Landscape Maintenance for Open Space Street Mediums	Landscapes USA, Inc	08/13/2012	08/30/2017	\$85,053
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	\$97,654
4600001567	10030695-13W	Landscape Maintenance for Rancho Bernardo & Penasquitos East MAD	Aztec Landscaping, Inc	11/29/2012	12/16/2017	\$268,839
4600001601	10030783-13W	Landscape Maintenance for Linda Vista MAD	Contemporary Design Landscape	01/16/2013	03/31/2018	\$97,095
4600001610	10026343-13W	Landscape Maintenance for Public Utilities	Landscapes USA, Inc	01/17/2013	02/28/2014	\$49,513
4600001611	10024960-13W	Landscape Maintenance for Sabre Springs & Rancho Encantada MAD	Landcare Logic	01/17/2013	02/28/2018	\$104,527

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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>
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
C008100009	8580-07-Y	Landscape Maintenance at Various Water Facility Sites	Aztec Landscaping, Inc	06/27/2009	06/30/2012	\$83,282
C008100011	8797-07-Q	Landscape Maintenance of Designated Landscape Medians & Park Areas w/in City Heights Urban Village	Acacia Landscape Company	06/27/2009	06/30/2013	\$134,380
C008100046	8758-07-Q	Landscape Maintenance of Medians, Rights-of-Way & Open Space for Hillcrest, North Park, Mid City & Talmadge MAD	Aztec Landscaping, Inc	06/27/2009	08/14/2012	\$265,512
C008100054	8871-07-Q	Landscape Maintenance of Desig Medians, Rights-of-Way, Slopes, Sidewalks & Gutters w/in Genesee Av/North Torrey Pines Rd MAD	Benchmark Landscape Services, Inc	06/27/2009	08/14/2012	\$106,355
C008100071	8781-07-Y	Mowing & Grounds Maintenance at Montgomery & Brown Fields	Powerland Equipment, Inc	06/27/2009	09/30/2012	\$168,671
C008100107	8901-07-Q	Landscape Maintenance of Desig Medians, Rights-of-Way, Adj Slopes & Library incl Areas w/in Mira Mesa NE Sub-Area of MADs	Brewer Lawn Maintenance, Inc	06/27/2009	10/31/2012	\$365,793
C008100138	9057-08-Q	Landscape Maintenance of Designated Planted & Paved Center Islands in Sabre Springs Landscape MAD	Aztec Landscaping, Inc	06/27/2009	12/31/2012	\$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
C008100203	9186-08-Q	Landscape Maintenance of Medians, Bike & Equestrian Trails w/in Carmel Valley CVREP	Brewer Lawn Maintenance, Inc	06/27/2009	05/31/2013	\$40,648
C008100204	9185-08-Q	Landscape Maintenance of Areas w/in Calle Cristobal MAD	Brewer Lawn Maintenance, Inc	06/27/2009	06/30/2013	\$149,944
C008100214	9144-08-Q	Landscape Maintenance of Various Library Sites	Ponderosa Landscape, Inc	06/27/2009	05/31/2013	\$390,244
C008200037	8646-08-Q	Landscape Maintenance w/in Camino Santa Fe MAD	Westturf Landscape Maintenance	06/27/2009	07/31/2013	\$53,189
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	\$35,444
C008200135	9616-09-Q	Landscape Maintenance of Various Police Dept Facilities	Westturf Landscape Maintenance	09/08/2009	05/31/2014	\$97,464
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	\$25,135
74 CONTRACTS			17 CONTRACTORS	\$13,338,707		

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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>
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
Sole Source	2151	Exec Complex Parking Services	Ace Parking Management, Inc	09/09/2009	06/30/2011	\$164,000
3 CONTRACTS			1 CONTRACTOR	\$1,028,461		
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
3 CONTRACTS			3 CONTRACTORS	\$93,636		
RIGHT-OF-WAY MAINTENANCE:						
4600000271	10006520-10P	On Call Asphalt Crack Sealing	Road Works, Inc	06/15/2010	06/30/2013	\$420,001
1 CONTRACT			1 CONTRACTOR	\$420,001		
SECURITY SERVICES:						
4600000816	8502-07-W	Security Guard Services @ Various City Sites	G4S Secure Solutions	07/29/2011	09/13/2012	\$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	\$25,706
4600001571	10023989-12Q	Security Guard Service for Public Utilities MOC	Able Patrol & Guard	12/03/2012	11/27/2014	\$122,647
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	\$115,433
Sole Source	1479	Qualcomm Stadium Security	Elite Show Services	06/01/2009	05/31/2010	\$2,880,000
7 CONTRACTS			5 CONTRACTORS	\$6,996,791		
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	\$25,000
4600000195	9678-10-V	Refuse and Recyclable Collection Services	Allied Waste Services	03/28/2010	03/31/2015	\$461,473

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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>
4600000266	9639-09-W	Household Hazardous Waste Collection & Disposal Services	Clean Harbors Environmental	06/10/2010	06/30/2014	\$737,000
4600000499	10012279-11W	Asbestos and Lead Abatement Services	Allied Industries Inc	12/29/2010	01/14/2016	\$865,137
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	\$60,653
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
<u>11 CONTRACTS</u>			<u>10 CONTRACTORS</u>	<u>\$5,753,186</u>		
<u>WATER AND WASTEWATER MAINTENANCE:</u>						
4600000032	9615-09-L	Cleaning of Sludge Hopper Bay Area at Metro Biosolids Center	Quality Coast, Inc	09/08/2009	09/30/2014	\$82,388
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	\$37,695
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	\$48,177
4600000365	100008910-11L	Wastewater Pumping at Torrey Pines, Sched A	Diamond Environmental Services	10/25/2010	11/14/2015	\$60,959
4600000366	10008910-11L	Wastewater Pumping at Torrey Pines, Sched B	Atlas Pumping Service	10/25/2010	11/14/2015	\$277,146
4600001592	10031045-13L	On call 24/7 Scheduled & Emergency Wastewater Pumping Service, as needed	Diamond Environmental Services	12/28/2012	01/14/2018	\$582,480
C008100189	9260-08-B	Inspection & Cleaning of Catch Basin, Cleanout & Curb Inlet	Ron's Maintenance	06/29/2009	04/30/2013	\$680,641
C008200067	9398-09-L	Removal & Disposal of a Estimated 475 Wet Tons of Sewage Scum	Terra Renewal LLC	06/27/2009	11/30/2013	\$80,580
<u>9 CONTRACTS</u>			<u>7 CONTRACTORS</u>	<u>\$1,889,066</u>		
<u>2013 FISCAL YEAR TO DATE TOTALS:</u>						
<u>133 CONTRACTS</u>			<u>60 CONTRACTORS</u>	<u>\$32,961,041</u>		

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Contractor	Contract #	Bid #	Bid Title	Contract Amount
Able Patrol & Guard	4600001026	10022142-12Q	Security Services for Various Park & Recreation Facilities	\$24,977
	4600001571	10023989-12Q	Security Guard Service for Public Utilities MOC	\$122,647
	C008200013	9331-08-B	Security Guard Services at Various City Sites	\$1,032,933
				\$1,180,557
Acacia Landscape Company	4600000038	9740-09-Q	Landscape Maintenance of Various Metro Wastewater Dept Reclamation Plants	\$109,879
	4600000439	9972-11-Q	Landscape Maintenance of Carmel Valley Comm Park & Comf Sta	\$74,458
	4600000579	9983-11-Q	Landscape Maintenance of Carmel Creek Neighborhood Park & Comf Sta	\$41,463
	4600000707	10014695-11Q	Landscape Maintenance of Various MWWd Reclamation Plants	\$109,878
	4600001032	10021604-12W	Landscape Maintenance w/in Solana Highlands Neighborhood Park	\$42,473
	4600001040	10019948-12W	Landscape Maintenance of Trees & Hardscape on Mission Bl	\$27,853
	C008100011	8797-07-Q	Complete Landscape Maintenance of Designated Landscape Medians & Park Areas w/in City Heights Urban Village	\$134,380
				\$540,384
Ace Parking Management, Inc	4600000157	9105-08-Z	Parking Mgmt Services for Evan Jones Parkade	\$665,463
	4600000983	10013973-11Z	Parking Mgmt Svcs for Qualcomm Stadium	\$198,998
	Sole Source	2151	Exec Complex Parking Services	\$164,000
				\$1,028,461
Allied Industries Inc	4600000499	10012279-11W	Asbestos and Lead Abatement Services	\$865,137
Allied Waste Services	4600000195	9678-10-V	Refuse and Recyclable Collection Services	\$461,473
Atlas Pumping Service	4600000311	10007601-10W	Wastewater Pumping Services @ Miramar Landfill	\$48,177
	4600000366	10008910-11L	Wastewater Pumping at Torrey Pines, Sched B	\$277,146
				\$325,323
Aztec Landscaping, Inc	4600000005	9704-09-Q	Landscape Maintenance of Carmel Del Mar Park & Comfort Station	\$30,688
	460000019	9637-09-Q	Landscape Maintenance of So Bay Wastewater Reclamation	\$34,037
	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	\$55,408
	4600000174	9719-09-Q	Landscape Maintenance of Ashley Falls Neighborhood Park & Comfort Station	\$47,617
	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	\$45,855
	4600000492	9966-11-Q	Landscape Maintenance of Spring Cyn Park & Comf Sta &	\$65,882
	4600000522	9967-11-Q	Landscape Maint for Rancho Bernardo Comm Park & Dog Park & Comfort Stations	\$78,568
	4600000675	9984-11-Q	Landscape Maintenance w/in Gateway Ctr East MAD	\$104,328

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<u>Contractor</u>	<u>Contract #</u>	<u>Bid #</u>	<u>Bid Title</u>	<u>Contract Amount</u>
	4600000918	10016536-12W	Landscape Maintenance of Four Parks	\$48,712
	4600001017	10019947-12W	Landscape Maintenance w/in Otay Int'l Center MAD	\$172,774
	4600001022	10021500-12W	Brush Management Services w/in Marian Bear & Sabre Springs Area	\$716,277
	4600001038	10021500-12W	Brush Management Services	\$724,760
	4600001548	10025238-13W	Landscape Maintenance of Desig Medians & Park Areas w/in City Heights Urban Village & Police Station	\$97,654
	4600001567	10030695-13W	Landscape Maintenance for Rancho Bernardo & Penasquitos East MAD	\$268,839
	C008100009	8580-07-Y	Landscape Maintenance at Various Water Facility Sites	\$83,282
	C008100046	8758-07-Q	Landscape Maintenance of Medians, Rights-of-Way & Open Space for Hillcrest, North Park, Mid City & Talmadge MAD	\$265,512
	C008100138	9057-08-Q	Landscape Maintenance of Designated Planted & Paved Center Islands in Sabre Springs Landscape MAD	\$58,225
	C008200110	9502-09-Q	Landscape Maintenance of Carmel Mtn Ranch, Sabre Springs Park & Comfort Stations	\$35,444
				\$3,035,682
B & Z Builders, Inc	4600000004	9680-09-Z	Abatement Services	\$147,552
Benchmark Landscape Services, Inc	C008100054	8871-07-Q	Landscape Maintenance of Desig Medians, Rights-of-Way, Slopes, Sidewalks & Gutters w/in Genesee Av/North Torrey	\$106,355
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	\$750,298
	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 Campus Pt & LaJolla Village Dr MADs	\$25,135
				\$985,257
Brewer Lawn Maintenance, Inc	4600001298	10023248-12W	Landscape Maintenance for Ocean View Hills, Robinhood Ridge & Remington Hills MAD	\$320,312
	4600001347	10024689-12W	Landscape Maintenance for Camino Santa Fe MAD	\$83,613
	C008100107	8901-07-Q	Landscape Maintenance of Desig Medians, Rights-of-Way, Adj	\$365,793
	C008100203	9186-08-Q	Landscape Maintenance of Medians, Bike & Equestrian Trails w/in Carmel Valley CVREP	\$40,648
	C008100204	9185-08-Q	Landscape Maintenance of Areas w/in Calle Cristobal MAD	\$149,944
				\$960,310
Burns & Sons Trucking, Inc	4600000986	10021974-12E	Rental of Various Operated Trucks, Grades & Large Capacity Loaders @ Qualcomm	\$67,932
Cannon Pacific	4600001309	10024890-12L	Sweeping Service @ Montgomery Field & Brown Field	\$99,723

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Contractor	Contract #	Bid #	Bid Title	Contract Amount
Cartwright Termite & Pest Control	4600000314	10007128-10Z	Pest Control for Public Utilities Department	\$30,053
Centerplate	4600000831	10020213-12V	Concession/Catering @ Qualcomm	\$190,000
Clean Harbors Environmental	4600000082	9918-10-L	Removal & Transport of Scum/Sludge, Grit & Storm Water w/in City Facility as needed	\$37,695
	4600000266	9639-09-W	Household Hazardous Waste Collection & Disposal Services	\$737,000
				\$774,695
Complete Relocation Services Inc	4600000517	10013522-11P	Office Relocation Services	\$32,165
Contemporary Design	4600001411	10022719-12W	Landscape Maintenance for Stonecrest Village MAD	\$297,262
	4600001547	10023966-12W	Landscape Maintenance for Genessee & No Torrey Pines MAD	\$71,245
	4600001601	10030783-13W	Landscape Maintenance for Linda Vista MAD	\$97,095
				\$465,602
Coverall Health Based Cleaning	4600000342	10005711-10L	Janitorial Maintenance Service for City of San Diego Branch Libraries, Schedule B	\$165,402
Diamond Environmental Services	4600000365	100008910-11L	Wastewater Pumping at Torrey Pines, Sched A	\$60,959
	4600001592	10031045-13L	On call 24/7 Scheduled & Emergency Wastewater Pumping Service, as needed	\$582,480
				\$643,439
DMS Services, LLC	4600000120	9613-09-L	Janitorial Maintenance Service at Various Wastewater/Water Facilities	\$147,799
	Sole Source	2191	Management of City Concourse	\$192,000
				\$339,799
Elite Show Services	Sole Source	1479	Qualcomm Stadium Security	\$2,880,000
Epic Pest Control	4600000467	10008610-11Z	General and Agricultural Pest Control Services for Park & Recreation Department, Community Parks I Division	\$32,122
Eric J Friend	C008200108	9492-09-L	Steam Clean Sidewalks, Sidewalk Furniture & Trash Receptacles w/in North Park MAD	\$49,439
FRS Environmental, Inc	C008200052	9379-08-W	Aqueous Part Cleaner Maintenance Services for Customer Owned Equipment & Rentals	\$634,748
G4S Secure Solutions	4600000816	8502-07-W	Security Guard Services @ Various City Sites	\$2,795,095
Goldkamp Landscaping	4600000092	9767-09-Q	Landscape Maintenance for Linda Vista MAD	\$66,509
	4600000518	9958-11-Q	Landscape Maint of Desig Medians, Rights-of-Way, Mini-Parks, Open Space & Areas w/in Penasquitos East MAD	\$186,852
	4600000787	10014057-11Q	Landscape Maintenance of Desig Medians, Rights-of-Way & Areas w/in Rancho Bernardo MAD	\$775,000
				\$1,028,361

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Contractor	Contract #	Bid #	Bid Title	Contract Amount
ISS Facility Services Inc	4600000571	10009350-11L	Janitorial Maintenance @ Various City of San Diego Operation Facilities - Chollas, Water Ops, Street/Transportation, Fleet & Central Stores, Sched A	\$59,319
Jani-King of California, Inc	4600000745	10013883-11L	Janitorial Maintenance Service for Events and Post-Events @ Qualcomm Stadium	\$627,278
Kovatch Mobile Equipment Corp	4600000594	10004984-10E	Fire Apparatus Body Repair and Paint Services	\$173,711
Landcare Logic	4600000130	9901-10-Q	Landscape Maintenance w/in East Village Redevelopment & Ballpark Infrastructure	\$76,706
	4600000250	9950-10-Q	Landscape Maintenance of Thurgood Marshall Middle School Joint Use Turf	\$34,077
	4600000256	9954-10-Q	Landscape Maintenance for Imperial Marketplace	\$29,173
	4600000268	9900-10-Q	Landscape Maintenance Park Village MAD	\$130,099
	4600000441	9973-11-Q	Landscape Maintenance for Alvarado Water Treatment Campus	\$71,755
	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 Medians & Areas w/in East Village Redev & Ballpark Infrastructure	\$76,706
	4600001377	10022632-12W	Landscape Maintenance for Torrey Highlands MAD	\$302,349
	4600001611	10024960-13W	Landscape Maintenance for Sabre Springs & Rancho Encantada MAD	\$104,527
				\$1,049,951
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, Open Space, Parks & Comf Stations w/in Scripps Miramar Ranch MAD	\$410,597
	4600001448	10025899-12W	Landscape Maintenance for Open Space Street Mediums	\$85,053
	4600001610	10026343-13W	Landscape Maintenance for Public Utilities	\$49,513
				\$1,342,632
Merchants Building Maintenance	4600000126	9613-09-L	Janitorial Maintenance Service at Various Wastewater/Water Facilities, Sched 3	\$37,483
Miller Environmental Inc	4600000500	10012279-11W	Asbestos and Lead Abatement Services	\$174,524
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 Torrey Hills MAD	\$597,998
NMS Management, Inc	4600000122	9613-09-L	Janitorial Maintenance Service at Various Wastewater/Water Facilities, Sched 9	\$31,741
	4600000147	9610-10-L	Janitorial Maintenance Service at Various City Facilities	\$71,736
				\$103,477

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Contractor	Contract #	Bid #	Bid Title	Contract Amount
Ocean Blue Environmental Services	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
				\$2,373,000
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	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 Station	\$35,060
	4600001013	10019874-12W	Landscape Maintenance w/in Sage Cyn & Torrey Hills Neighborhood Parks & Comf Stations	\$81,463
	C008100214	9144-08-Q	Landscape Maintenance of Various Library Sites	\$390,244
				\$547,402
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 Facilities, Sched 4, 5, 6, 7	\$51,056
	4600000570	10009350-11L	Janitorial Maintenance @ Various City of San Diego Operation Facilities - Chollas, Central Ops & Rose Cyn, Sched B, C	\$35,496
				\$86,552
Quality Coast, Inc	4600000032	9615-09-L	Cleaning of Sludge Hopper Bay Area at Metro Biosolids Center	\$82,388
Qualityway Building Service	4600000352	10005550-10L	Janitorial Maintenance Service at Various Police Department Facilities	\$236,782
Reliable Tire Company	4600000895	10020257-12L	Used and Waste Tire Recycling & Disposal	\$60,653
Road Works, Inc	4600000271	10006520-10P	On Call Asphalt Crack Sealing	\$420,001
Ron's Maintenance	C008100189	9260-08-B	Inspection & Cleaning of Catch Basin, Cleanout & Curb Inlet	\$680,641
Securitas Security Services	4600001030	10001592-12Q	Security Gate Services @ Various Community Parks	\$25,706
So Cal Tree Care, Inc	4600000007	9679-09-Q	Tree Maintenance Service in the Carmel Valley MAD	\$177,785
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	\$108,834
	4600000348	10005711-10L	Janitorial Maintenance Service for City of San Diego Branch Libraries, Schedules A & C	\$326,746
	4600001033	10021966-12L	Janitorial Maintenance 24/7 @ Civic Ctr & Gaslamp Square Park Comfort Stations	\$286,066
	4600001101	10019182-12L	Janitorial Maintenance at NTC Harbor & Alvarado Water Treatment Plant	\$124,427
	4600001149	10022861-12L	Janitorial Maintenance at Central Library	\$168,096
				\$1,014,169

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<u>Contractor</u>	<u>Contract #</u>	<u>Bid #</u>	<u>Bid Title</u>	<u>Contract Amount</u>
Terra Renewal LLC	C008200067	9398-09-L	Removal & Disposal of a Estimated 475 Wet Tons of Sewage Scum	\$80,580
TP Janitorial Services	4600000293	9617-10-L	Janitorial Maintenance at Various City Facilities incl Comf Stations & Mission Trails Visitors Ctr	\$80,602
	4600000743	10014925-11L	Janitorial Maintenance Service @ Montgomery Field, Brown Field, SD Fire Rescue Training Ctr & Var City Locations as needed	\$29,367
				\$109,969
Treebeard Landscape, Inc	4600000491	9970-11-Q	Landscape Maintenance of Black Mountain Ranch South MAD	\$337,105
	4600000841	10015801-12Q	Landscape Maintenance w/in Pacific Highland Ranch MAD	\$116,584
	4600001021	10016714-12W	Landscape Maintenance for Carmel Valley #10 MAD	\$127,189
	C008100186	9093-08-Q	Landscape Maintenance of Designated Parks, Medians, Rights-of-Way & Open Space Areas w/in Tierrasanta MAD	\$500,775
				\$1,081,653
Tried & True Corporate Cleaning, Inc	4600000580	9982-11-Q	Landscape Maintenance for So Village Park & Comf Sta & Torrey Del Mar Park	\$59,874
United Sites Services of CA Inc	4600000135	9690-10-W	Wastewater Pumping Svc, Lot 2, Sec 1 & Lot 5	\$39,000
US Security Associates, Inc	C008200054	9474-09-B	Security Guard Service for Various Park & Recreation Sites	\$115,433
Ware Disposal	4600000112	9703-09-V	40 Cubic Yard Roll-Off Containers & Disposal Services as needed	\$25,000
West Coast Arborists, Inc	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
				\$1,002,825
Westturf Landscape Maintenance	4600000206	9945-10-Q	Landscape Maintenance for Views West Neighborhood Park & Comfort Station	\$37,312
	C008200037	8646-08-Q	Landscape Maintenance w/in Camino Santa Fe MAD	\$53,189
	C008200135	9616-09-Q	Landscape Maintenance of Various Police Dept Facilities	\$97,464
				\$187,965
60 CONTRACTORS	133 CONTRACTS			\$32,961,041

07/01/2012 -
06/30/2013

Living Wage Ordinance Contractors in Fiscal Year 2013
Sorted by Earnings

<u>Contractor</u>	<u>Number of Contracts</u>	<u>Total Amount</u>
Aztec Landscaping, Inc	20	\$3,035,682
Elite Show Services	1	\$2,880,000
G4S Secure Solutions	1	\$2,795,095
Ocean Blue Environmental Services	2	\$2,373,000
Landscapes USA, Inc	4	\$1,342,632
Able Patrol & Guard	3	\$1,180,557
Treebeard Landscape, Inc	4	\$1,081,653
Landcare Logic	9	\$1,049,951
Ace Parking Management, Inc	3	\$1,028,461
Goldkamp Landscaping	3	\$1,028,361
T & T Janitorial	5	\$1,014,169
West Coast Arborists, Inc	2	\$1,002,825
Blue Skies Landscape Maintenance, Inc	5	\$985,257
Brewer Lawn Maintenance, Inc	5	\$960,310
Allied Industries Inc	1	\$865,137
Clean Harbors Environmental	2	\$774,695
Ron's Maintenance	1	\$680,641
Diamond Environmental Services	2	\$643,439
FRS Environmental, Inc	1	\$634,748
Jani-King of California, Inc	1	\$627,278
Nissho of California Inc	1	\$597,998
Ponderosa Landscape, Inc	4	\$547,402
Acacia Landscape Company	7	\$540,384
Contemporary Design Landscape	3	\$465,602
Allied Waste Services	1	\$461,473
Road Works, Inc	1	\$420,001
DMS Services, LLC	2	\$339,799
Atlas Pumping Service	2	\$325,323
Patriot Environmental Services	1	\$274,099
Qualityway Building Service	1	\$236,782
Centerplate	1	\$190,000
Westturf Landscape Maintenance	3	\$187,965
So Cal Tree Care, Inc	1	\$177,785
Miller Environmental Inc	1	\$174,524
Kovatch Mobile Equipment Corp	1	\$173,711

07/01/2012 -
06/30/2013

Living Wage Ordinance Contractors in Fiscal Year 2013
Sorted by Earnings

<u>Contractor</u>	<u>Number of Contracts</u>	<u>Total Amount</u>
Powerland Equipment, Inc	1	\$168,671
Coverall Health Based Cleaning	1	\$165,402
B & Z Builders, Inc	1	\$147,552
US Security Associates, Inc	1	\$115,433
TP Janitorial Services	2	\$109,969
Benchmark Landscape Services, Inc	1	\$106,355
NMS Management, Inc	2	\$103,477
Cannon Pacific	1	\$99,723
Prizm Janitorial Services Inc	2	\$86,552
Quality Coast, Inc	1	\$82,388
Terra Renewal LLC	1	\$80,580
Burns & Sons Trucking, Inc	1	\$67,932
Reliable Tire Company	1	\$60,653
Tried & True Corporate Cleaning, Inc	1	\$59,874
ISS Facility Services Inc	1	\$59,319
Eric J Friend	1	\$49,439
South Bay Fence, Inc	1	\$47,993
United Sites Services of CA Inc	1	\$39,000
Merchants Building Maintenance	1	\$37,483
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
Securitas Security Services USA	1	\$25,706
Ware Disposal	1	\$25,000
<u>60 CONTRACTORS</u>	<u>133 CONTRACTS</u>	<u>\$32,961,041</u>

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Living Wage Ordinance Contractors in Fiscal Year 2013

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<u>60 CONTRACTORS</u>	<u>133 CONTRACTS</u>	<u>\$32,961,041</u>



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

Annual Report for Fiscal Year 2013



LWO Applicability

City of San Diego service contracts >\$25K annually

- Includes subcontracts
- 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:**
 - \$11.47/hr + \$2.30/hr in health benefits
 - \$13.77/hr total (FY13)
 - 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 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



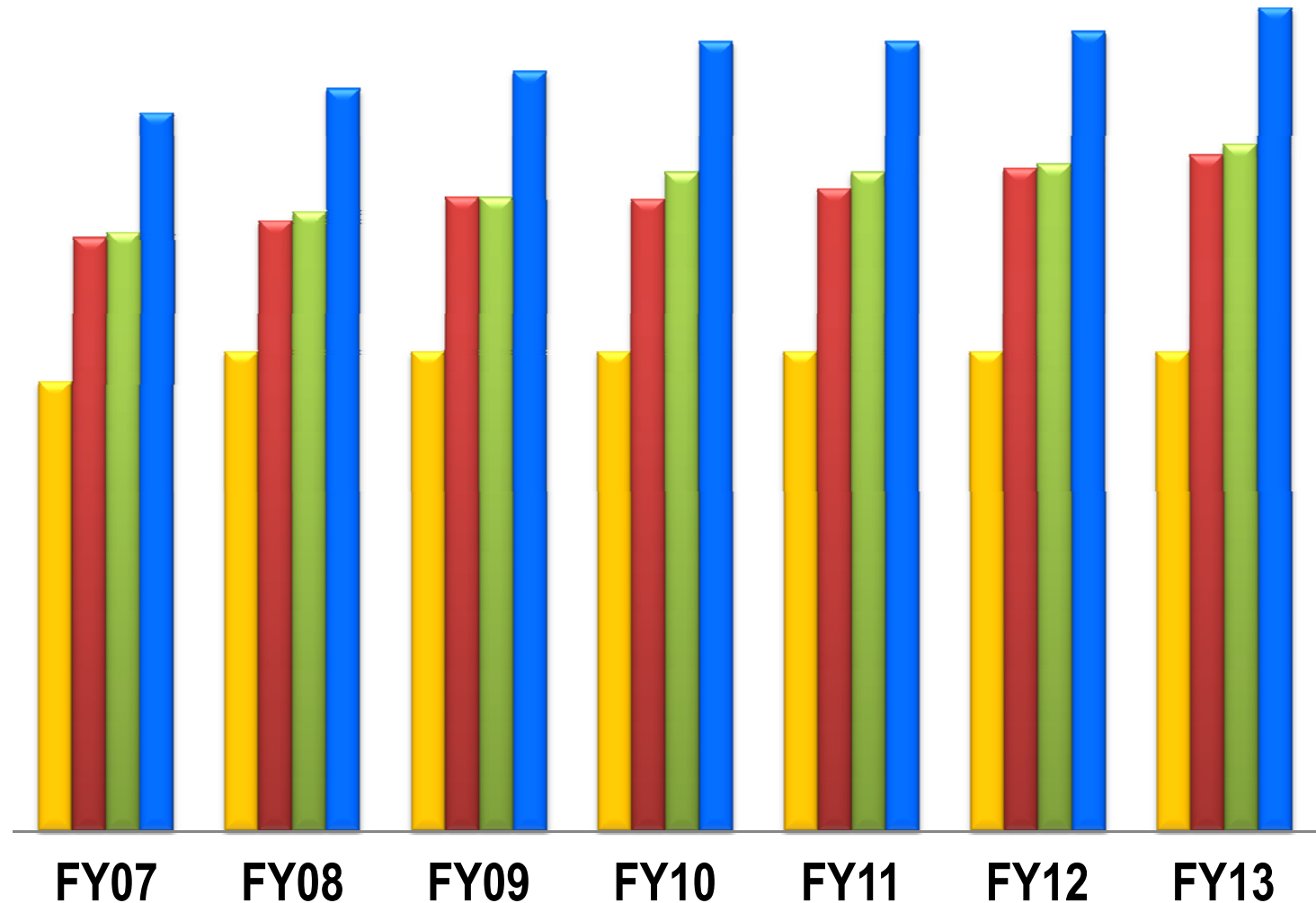
Annual Earnings

	SD Living Wage		CA Minimum Wage	
	<u>Hour</u>	<u>Year</u>	<u>Hour</u>	<u>Year</u>
FY 2014	\$13.99	\$29,099	\$8.00	\$16,640
FY 2013	\$13.77	\$28,642	\$8.00	\$16,640
FY 2012	\$13.37	\$27,810	\$8.00	\$16,640
FY 2011	\$13.20	\$27,458	\$8.00	\$16,640
FY 2010	\$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

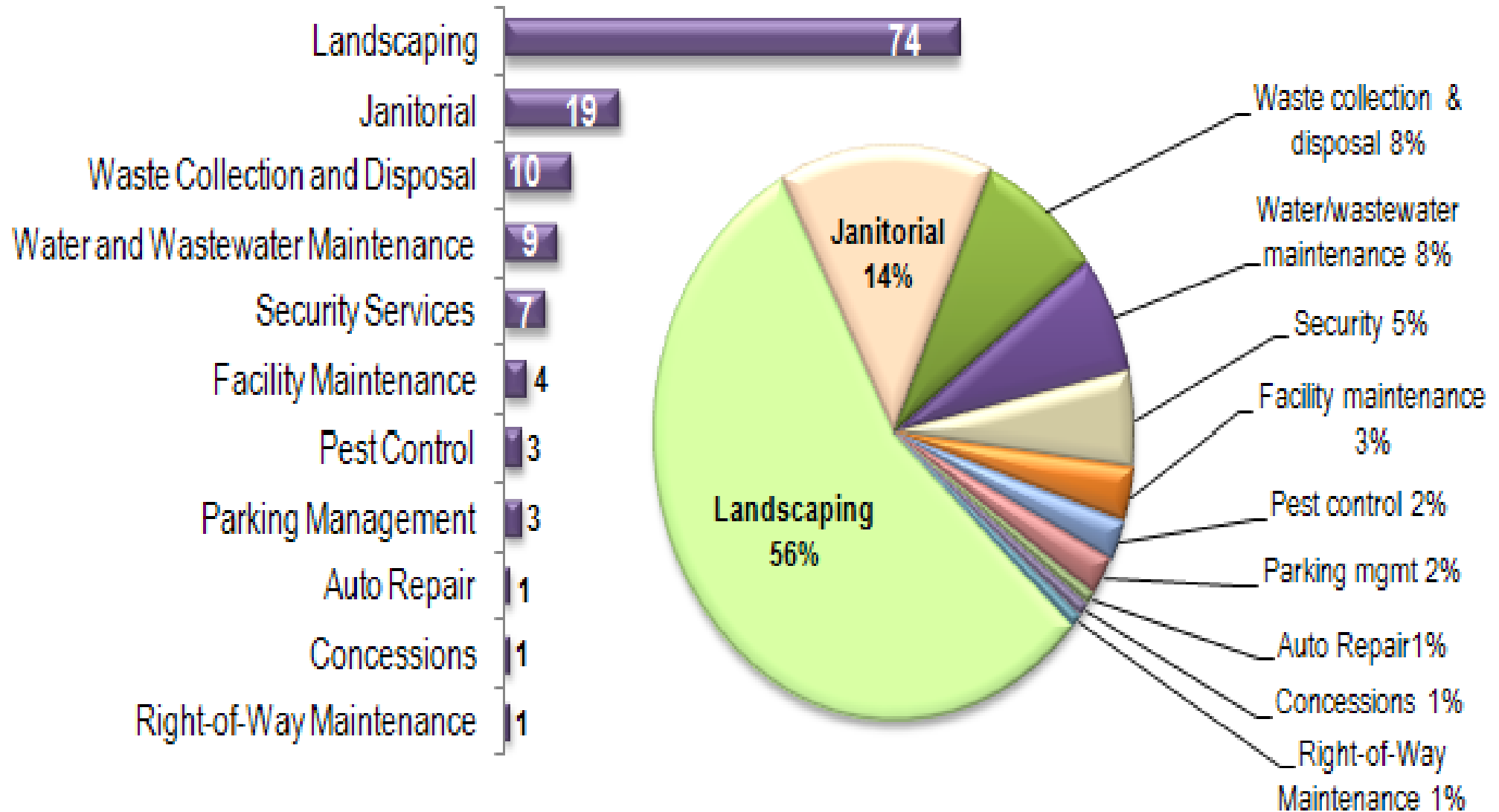
- State of CA Minimum Wage
- US Census Bureau Poverty Threshold
- Living Wage with health benefits
- Living Wage paid full cash





Number of Contracts

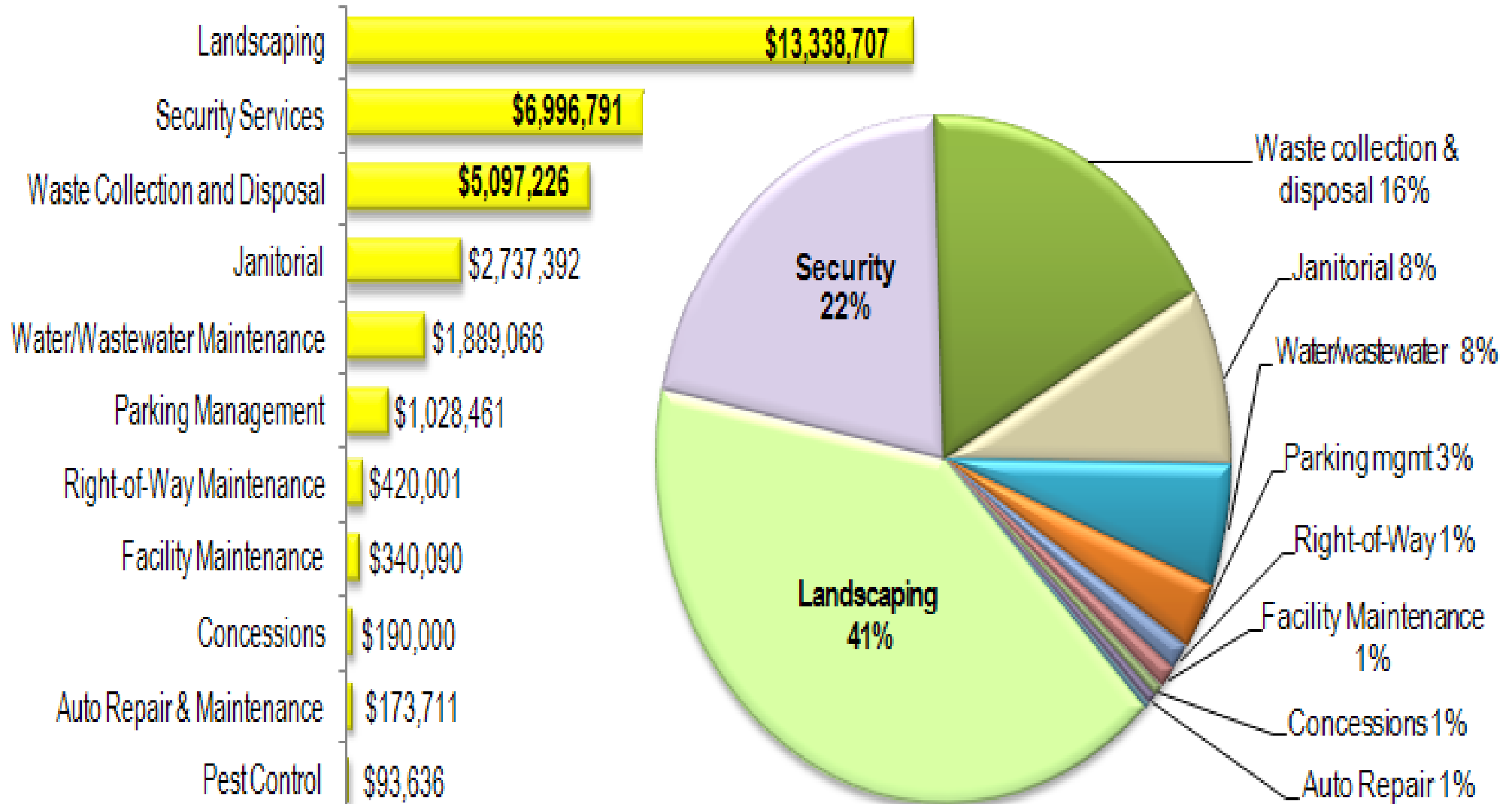
2013 Fiscal Year = 133 Contracts





Value of Contracts

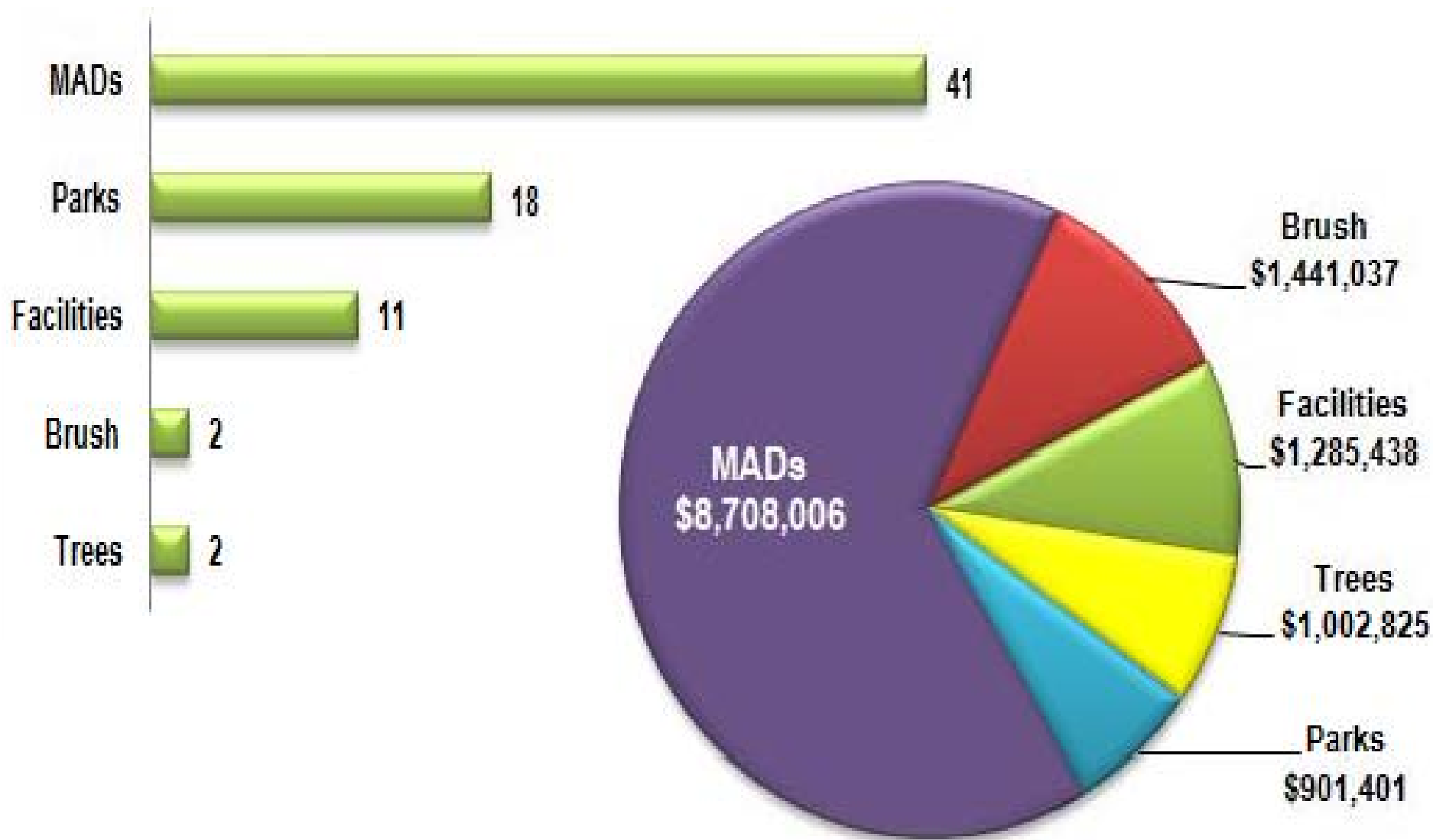
2013 Fiscal Year = \$32,961,041





Landscaping Contracts

74 contracts; \$13,338,707

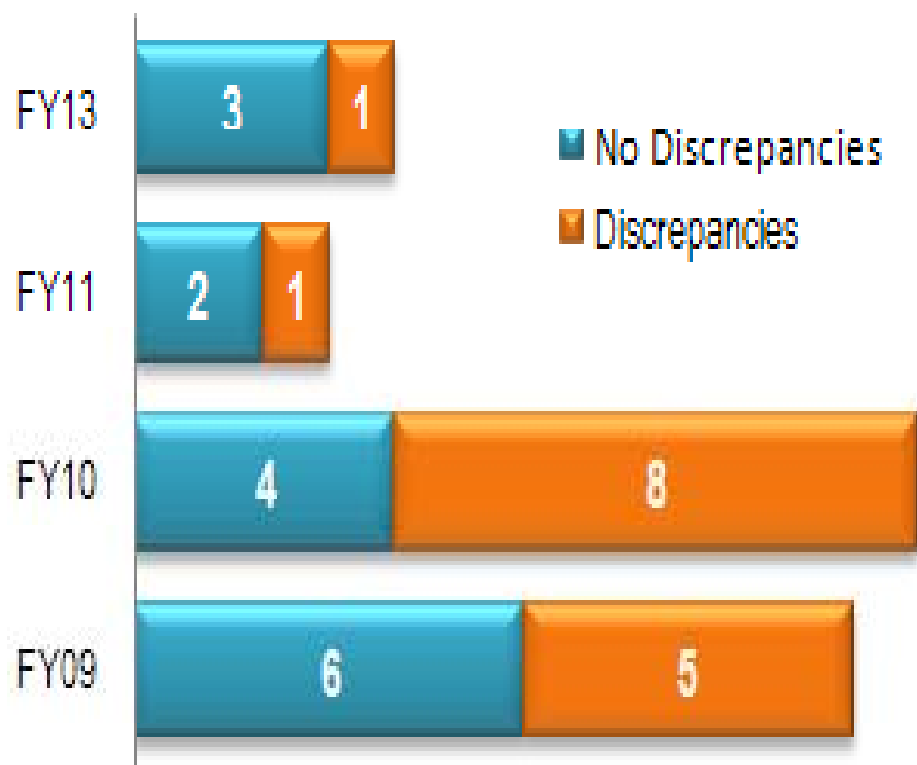




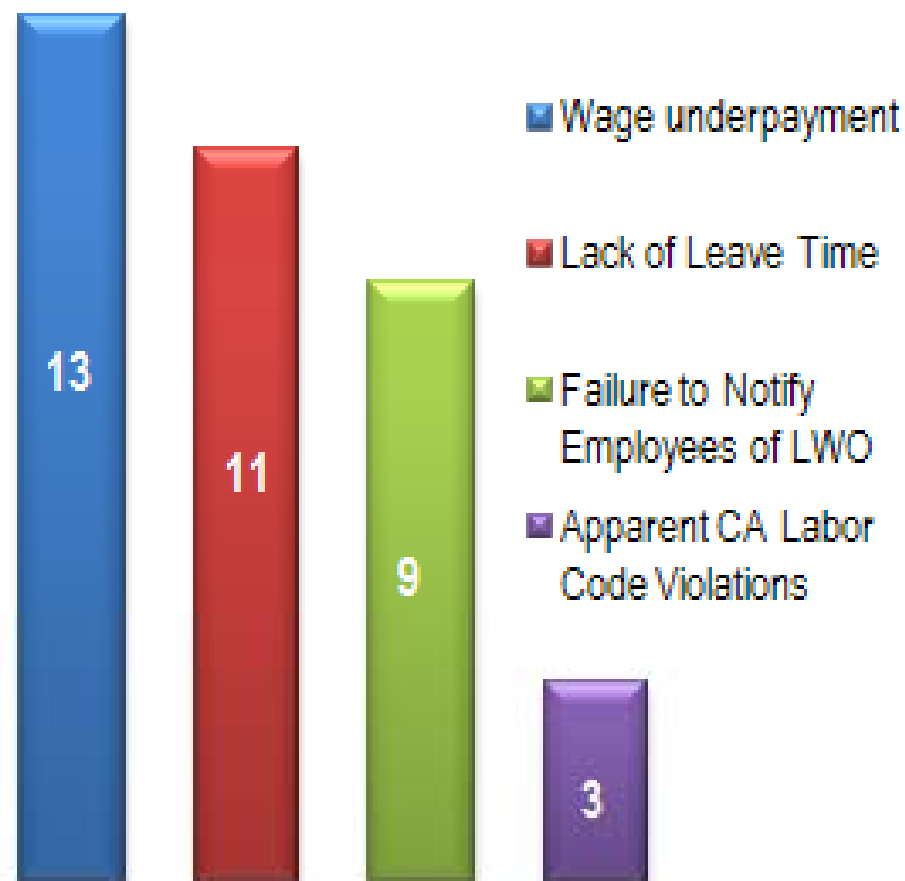
Compliance Reviews

30 Reviews; discrepancies in 50%

Number of Discrepancies



Types of Discrepancies





Review Discrepancies

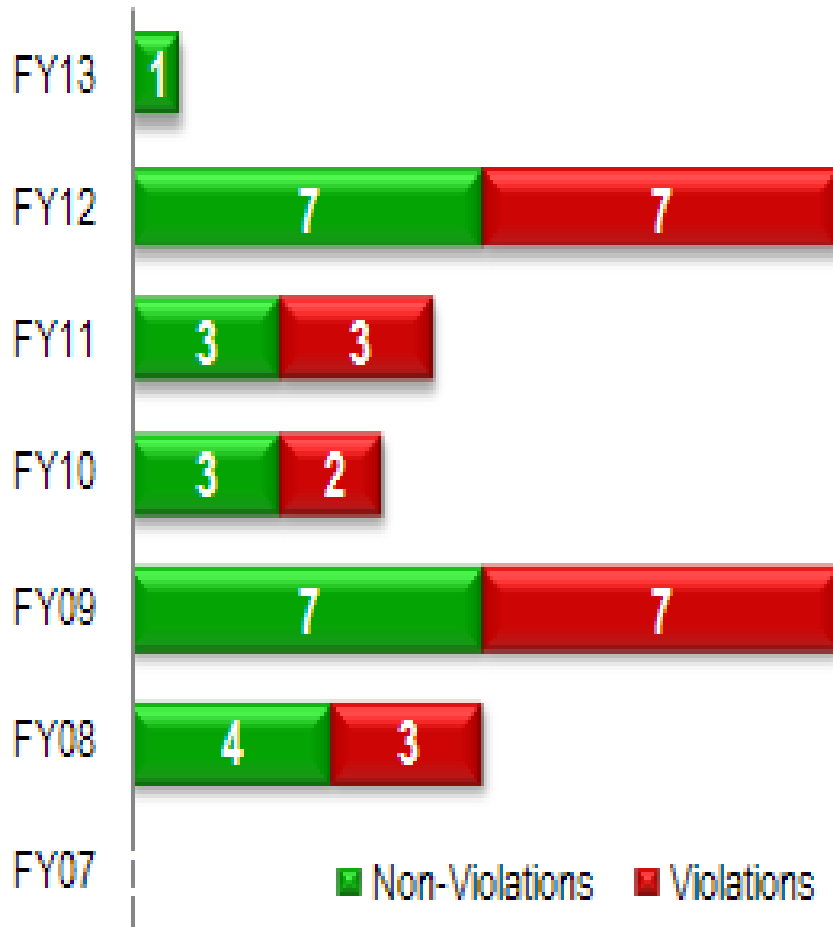
<u>Municipal Code</u>	<u>Requirement</u>	<u>Number of Violations</u>	<u>Percent of Reviews</u>
§22.4220(a)	Pay covered employees specified wage and benefits	13	43%
§22.4225(b)	Notify covered employees of LWO requirements	9	30%
§22.4220(c)	Provide minimum 10 compensated leave days per year	11	37%
Other	CA Labor Code	3	10%



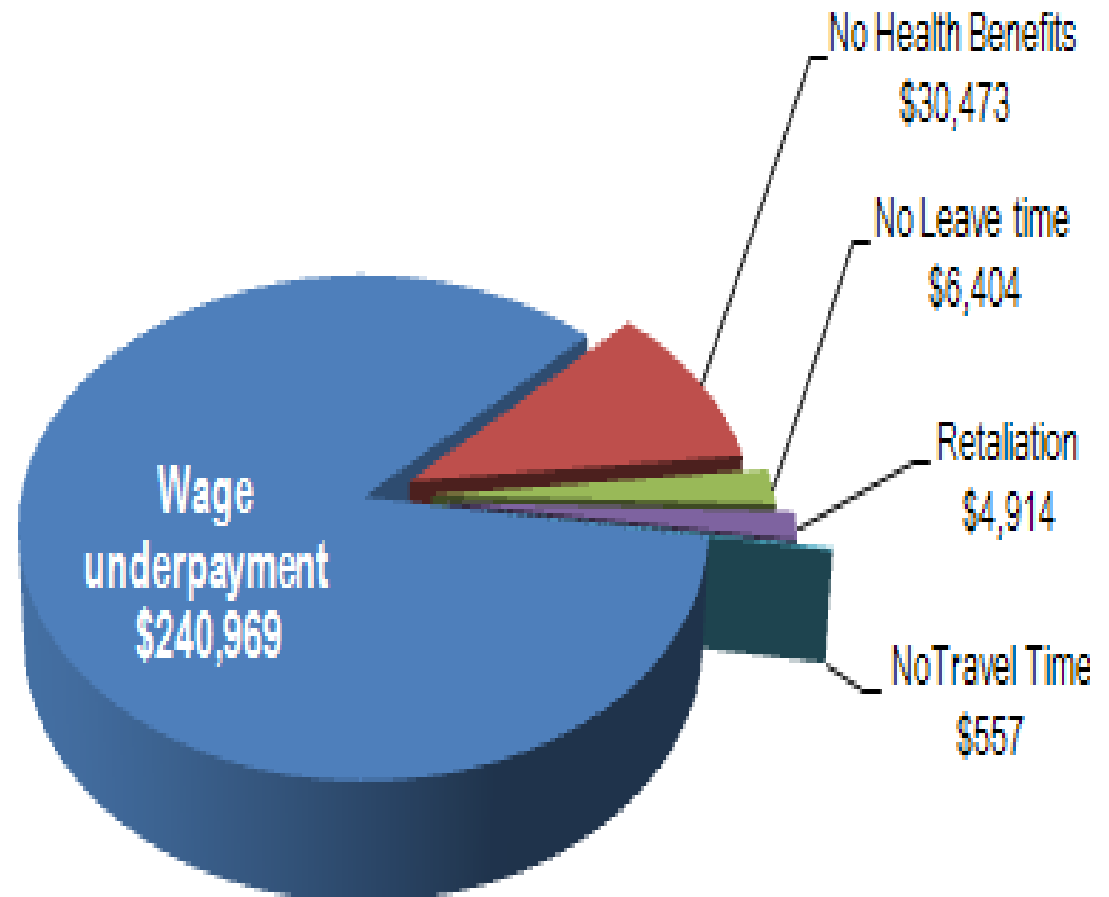
Employee Complaints

47 Complaints; violations in 48.9%

Number of Complaints



Backpay = \$283,318





Contractor Responses

SDMC §22.4225(d)

	<u>Number</u>	<u>Percent</u>
Employers submitted Contractor Compliance Rpt	58	100%
Number of LWO covered employees	2,070	19%
Covered employers offering health benefits	31	53%
LWO employees receiving health benefits	656	31%
Employers said LWO improved quality of service	43	59%
Employers said LWO reduced absences/ turnover	43	59%



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 \$320K
 - referred cases to County DA Fraud Investigators
 - resulted in debarment and termination of contracts

Living Wage Ordinance

Dennis Gakunga

Nora Nugent

Lucy Hernandez

Purchasing & Contracting Director

Living Wage Manager

Living Wage Senior Compliance Officer

Purchasing & Contracting Department • 202 C Street, MS 9A • San Diego, CA 92101

Phone 619/ 236-6682

Fax 619/ 533-3240