

AGREEMENT

BETWEEN THE

CITY OF SAN DIEGO



AND

**WEST COAST ARBORISTS,
INC.**

**TO PROVIDE TREE
MAINTENANCE
SERVICES FOR STREETS
RIGHT OF WAY**

AGREEMENT

This Agreement (Agreement) is entered into by and between the City of San Diego, a municipal corporation (City), and West Coast Arborists, Inc., a corporation (Contractor).

RECITALS

- A. City wishes to retain Contractor to provide tree maintenance services for streets right of way (Services) as further described in the Scope of Work, attached hereto as Exhibit A.
- B. City wishes to retain Contractor for the Services as further described in the Scope of Work, attached hereto as Exhibit A. Contractor has the expertise, experience, and personnel necessary to provide the Services.
- C. City and Contractor (collectively, the “Parties”) wish to enter into an agreement whereby City will retain Contractor to provide the Services.
- D. This Agreement is exempt from competitive bidding requirements pursuant to San Diego Municipal Code (SDMC) section 22.3208(d) because the Purchasing Agent has certified that the award of a sole source contract is necessary under SDMC section 22.3016(a).

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

ARTICLE 1 CONTRACTOR SERVICES

1.1 Scope of Services. Contractor shall provide the Services to the City as described in Exhibit A, Scope of Work, which is incorporated herein by reference.

1.2 Contract Administrator. The Transportation Department (Department) is the Contract Administrator for this Agreement. Contractor shall provide the Services under the direction of a designated representative of the Department as follows:

Brian Widener
City Forester
2781 Caminito Chollas, San Diego, CA 92105
Transportation Department
(619) 527-8050
BWidener@sandiego.gov

1.3 General Contract Terms and Provisions. This Agreement incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit B.

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

ARTICLE 2 DURATION OF AGREEMENT

2.1 Term. This Agreement shall be for a term of one year beginning October 1, 2022 and extending through September 30, 2023.

2.2 Effective Date. This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40 (Effective Date).

ARTICLE 3 COMPENSATION

3.1 Amount of Compensation. City shall pay Contractor for performance of all Services rendered in accordance with this Agreement in an amount not to exceed \$3,000,000.

ARTICLE 4 WAGE REQUIREMENTS

4.1 Wage Requirements. This Contract incorporates by reference the City's Wage Requirements, attached hereto as Exhibit D.

ARTICLE 5 CONTRACT DOCUMENTS

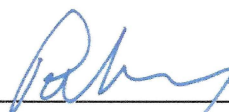
5.1 Contract Documents. This Agreement including its exhibits completely describes the goods and services to be provided.


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

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

CONTRACTOR
West Coast Arborists, Inc.

CITY OF SAN DIEGO
A Municipal Corporation

By: 
Name: Patrick Mahoney

By: 
Name: Claudia C. Abarca


Title: President

Director, Purchasing & Contracting

Date: 10/27/22

Date: December 16, 2022

Approved as to form this 16th day of
DECEMBER, 2022
MARA W. ELLIOTT, City Attorney

By: 
Deputy City Attorney
RYAN P. GERLITZ
Print Name

**EXHIBIT A
SCOPE OF WORK**

A. GENERAL SPECIFICATIONS

1. SCOPE

Complete tree maintenance services include but not limited to: tree trimming, palm trimming, root pruning, installation of root barrier, stump grinding, tree planting and Technical Services for City of San Diego's Street Rights of Way as specified herein. During and at the end of the maintenance period, all plant material shall be in a healthy, growing condition. The Contractor shall provide all equipment, labor, and materials necessary for performing service according to the following specifications.

2. CONTRACT SITE LOCATIONS

Sites to be maintained under the terms of this contract are to be within the City of San Diego - Street Rights of Way. The project manager may direct the contractor to perform work in non-Street rights-of-way properties owned by the City for emergency work or where any tree may pose an immediate risk to life or property.

Some trees in the City of San Diego Rights of Way are maintained by Maintenance Assessment Districts and are excluded from this contract. Maintenance Assessment Engineer Reports can be found at <https://www.sandiego.gov/park-and-recreation/general-info/mads>.

3. QUALITY OF WORK

All work shall be performed in accordance with ISA BMPs and ANSI A300 and Z133 standards for tree care and tree worker safety. The Contract Administrator shall periodically inspect all service operations and approve or reject the work performed and methods or materials used.

4. CONTRACTOR'S RESPONSIBILITIES

a. Company Representative

A company representative, authorized to discuss matters related to this contract, must be available during normal business hours, 7:00 a.m. to 5:00 p.m. Monday through Friday. All calls from the Contract Administrator shall be returned within a one (1) hour period.

b. Urgent Service Calls

The Contractor shall have the capability to receive and to respond immediately to calls of an urgent nature during normal working hours and outside of normal working hours. Calls of an urgent nature received by the Contract Administrator shall be referred to the Contractor for immediate disposition.

Urgent calls relating to tree service shall be referred to the Contractor. A twenty-four (24) hour After Hours and urgent telephone number shall be provided by the Contractor for this purpose.

c. Reporting of Damages

Contractor's personnel will immediately report any hazards, damages, defects, leaks, power outages, or any other problems or irregularities to the Contract Administrator.

d. Staffing

1) Contractor(s) and/or subcontractor(s) staff shall include the following skilled personnel:

- Certified Arborists
- Certified Tree Workers
- Truck Driver/ Laborers
- Laborer
- Biologist
- Certified Line Clearance Trimmer
- Crane Operator
- Traffic Control

2) Supervision

The Contractor shall furnish sufficient supervisory and working personnel capable of promptly accomplishing on schedule, and to the satisfaction of the Contract Administrator, all work required under this Contract during the regular and prescribed hours.

A minimum of one (1) qualified field supervisor, who is also an ISA (International Society of Arboriculture) Certified Tree Worker, shall be on the job at all times work is being performed to provide the necessary supervision to ensure work is completed as specified under the contract. The field supervisor must have at least three (3) years of experience with tree service. A resume of the field supervisor/Certified Tree Worker must be submitted upon request. Payroll records may be utilized to verify experience. The field supervisor must be employed by the successful Proposer at the time this contract is awarded. Any changes in field supervisor must be submitted in writing to the Contract Administrator.

e. Physical Ability to Perform Work

All such personnel shall be physically able to do their assigned work.

f. Proper Conduct

The Contractor and his/her employees shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible annoyance to the public.

g. Uniforms

Contractor's staff shall work in neat and clean uniforms. The Contractor will furnish their employees with a shirt, or some other type of upper body wear, bearing the company's identification (a safety vest with the company identification on back will be considered as an adequate company identifier). Appropriate uniform shall be worn at all times while on the job site. Failure to do so may result in termination of Contract.

h. Removal of Employee

The Contract Administrator may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interest of the City of San Diego.

i. Communication Skills

Contractor shall ensure that all on-site supervisors/Certified Tree Workers can communicate in English both verbally and in writing. Supervisor will be capable of completing, in English, legible written forms and will be capable of understanding oral and/or written instructions in English.

j. Safety Requirements

All work under this Contract shall be performed in such manner as to provide maximum safety to the public and, where applicable, to comply with all safety standards required by OSHA. The Contract Administrator reserves the right to issue restraint or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this Contract.

k. Hazardous Conditions

The Contractor shall maintain all work sites free of hazards to persons and/or property resulting from Contractor's operations. Any hazardous conditions noted by the Contractor which are not a result of the Contractor's operations shall be immediately reported to the Contract Administrator.

l. Hazardous Wastes Disposal Procedure

In all areas covered by this Contract, the Contractor and/or Contractor's subordinate staff, upon finding illegally dumped debris which might reasonably be considered hazardous to the health and/or safety of Contractor's staff, the public, the landscape environment and/or adjacent properties, shall adhere to the following procedures:

- 1) Cordon off the area where the material has been found, to the extent possible.

- 2) Immediately call 9-1-1 (Fire Department) and provide all relevant information possible:
 - i. Finder's name and company;
 - ii. Specific location of material;
 - iii. Try to determine:
 - Number, size, and types of containers
 - Description of labels
 - Spillage to soil, pavement, water
 - Description: solid, liquid, color
 - Any danger to public
- 3) Inform the appropriate supervisor and the City Contract Administrator as soon as possible.
- 4) Remain at site until the Fire Department arrives.
- 5) Do not move, touch, or sniff any of the material.

m. Litter

Contractor Generated Trash/Cuttings

The Contractor shall promptly remove all debris generated by Contractor's tree maintenance services. Immediately after working in areas of public streets and park walks, gutters, driveways, and paved areas, the Contractor shall clean them with suitable equipment.

The City staff or other authorized representative, shall be the sole judge as to the adequacy of the clean-up.

n. Materials

Contractor materials and equipment on site shall not be stored on, upon, or against any parts of the tree or tree roots.

5. REPORTS

- a. The Contractor will assist the City, at no cost to the City, with the preparation of various reports concerning the City's tree inventory, maintenance services, planting program and/or tree policies. These reports may be produced for the City Council and/or various Commissions or Committees. The frequency of reports may be annually, semi-annually or quarterly.

6. PRIOR TO COMMENCEMENT OF WORK

- a. Contractor will attend a Pre-job meeting with City staff to discuss the City's criteria with regard to all tree attributes to be collected, scheduling and location of fieldwork.
- b. The City will be divided into grids, districts, community areas or zip code areas for more efficient management of data collection. For the purpose of completing the City's tree inventory, the City will provide copies of the following:
 - 1) X, Y coordinates of the known tree locations
 - 2) Easement Maps
 - 3) Tree IDs of the known tree locations
 - 4) Possible access to the City's asset management program
 - 5) Tree Ordinance
 - 6) Additional information pertaining to City trees
 - 7) Tree Maintenance Schedule
 - 8) Additional information pertaining to City's GIS system
- c. Contractor will complete Street/Sidewalk Blockage Report (Appendix A) when applicable.

7. INVENTORY DATA COLLECTION

- a. Contractor shall, at direction of the City Contract Manager, have an ISA Certified Arborist perform tree data collection and provide a cursory tree evaluation.
- b. Each month during the term of the contract, the Contractor shall provide City with a complete list of all sites inventoried. The format of the list shall be determined by the City.
- c. Attributes to be collected by field personnel may include, but is not limited to:
 - 1) Tree Number
 - 2) City District
 - 3) Street
 - 4) Location by Address
 - Tree address
 - Tree location (F = front, S= side, B= back)
 - Location by GIS, x, y State Plane Coordinate

- Species by botanical name and common name
- Tree diameter
- Canopy spread
- Tree height
- Recommended Maintenance Classification
- Existing overhead Utilities
- Parkway Size
- Parkway Type
- Public/Private Code
- Tree Condition
- Stump diameter

8. TREE MANAGEMENT SOFTWARE

Data will be post-processed to establish sub-meter accuracy of points (only if GPS). The city's street tree inventory will be installed into a computer software program for long-term management of tree data by the contractor. The software will be able to print reports, tables, graphical data, and reports must be able to export into a MS excel or csv file format. The contractor will insure that the inventory program will integrate with the city's GIS database, and the City will have access to the contractor's software program, or the City may require the contractor to use the city's asset management software to track and update tree work in the field.

The Contractor will update the work of each tree that is planted, maintained or removed, and the Contractor shall provide live service to monitor progress of the tree work. The City will be able to review the data collected both in tabular form and mapping form. Tree inventory program must include a mobile application for field use. All data must reflect live data as it exists in the Tree inventory program.

Periodically, each month, the Street Tree Data shall be consolidated and delivered as a single geodatabase that is compatible with the City's SAP enterprise asset management software as well as compatible with ESRI ArcView software, which will be incorporated into the City's maintenance management tracking program.

The Contractor shall have at a minimum five (5) years of experience in collecting tree inventories for cities and other public agencies and developing inventory databases, including an extensive program that simplifies the management of the City's Urban Forest.

9. FAILURE TO PERFORM SATISFACTORILY

It is agreed and understood that if the Contractor fails to perform the work as specified herein, the City will pay only for the amount of service actually received, as determined by the Contract Administrator, with an appropriate downward adjustment in contract price. Such adjustments may be in accordance with the Pricing Page or the Schedule of Task Costs provided herein by the Contractor.

The City shall provide inspection of the work area to ensure that service is adequate and that all work complies with these specifications. Discrepancies and deficiencies will be noted on Field Inspection Notices (FIN) and shall be corrected within the time frame specified. If the Contractor fails to take corrective action within the noted time frame on the Field Inspection Notice, the City may withhold payment and/or proceed with termination of the contract. Billing adjustments for unsatisfactory service shall be a permanent retention of the estimated monthly cost for work that is incomplete or deficient as stated herein.

10. CONTRACT COMPLIANCE

In the event Contractor fails to meet contract requirements, including timelines, as defined within these Bid specifications, the following actions may be taken:

The City reserves the right to cancel or issue stop work order for severe contract violations.

- a. First offense – written warning by the Contract Administrator.
- b. Second offense – financial deductions taken by the Contract Administrator
- c. If further contract compliance issues persist, Purchasing & Contracting may issue a notice to CURE per General Provisions G-2a which states the following:

“The City may, by written notice of default to the Contractor, terminate the whole, or in part of, this Contract, provided that Contractor fails to CURE such default within ten (10) days after receipt of notice....”

11. PAYMENTS WITHHELD

The City may withhold payment to such extent as may be necessary to protect the City from loss due to:

- a. Work required in the specifications which is defective, incomplete, or not performed.
- b. Claims filed against the City for damage caused by the Contractor’s acts or omissions, or reasonable evidence indicating probable filing of such claims.
- c. Failure of the Contractor to make payments properly to Subcontractors for materials or labor.

- d. A reasonable doubt that the contract cannot be completed for the balance then unpaid.

12. INVOICING AND PAYMENT

Contractor shall be paid no more than monthly, in arrears, for work performed satisfactorily. Billing shall be in accordance with the current Pricing Page, allowing for City approved adjustments if any. Invoices shall be submitted to the Contract Administrator or designee, at the address specified on the Purchase Order(s).

No more than one (1) invoice identified as the original invoice and one (1) identified invoice copy shall be submitted by the 10th of the following month work was performed. The invoice shall reference the purchase order number include a description of the work performed by location.

Any extra-ordinary work to include the location work was performed shall be provided and Contractor must attach written authorization from Contract Administrator approving extra-ordinary work. Failure to do so will result in payment being withheld for such services. The Contractor shall not bill for work that is not performed.

Payment shall be made to the Contractor for all work performed to the satisfaction of the Contract Administrator within thirty (30) days of invoicing by the Contractor.

The Contractor shall be required to provide only one (1) invoice in triplicate for all work performed during a billing period that includes all work performed by the contractor in that period. Billing is to be by address and include tree species, caliper for shade trees and height for palm trees, variety (botanical and common), trim/removal/planting or preservation date, condition, and appropriate data acceptable to the Contract Administrator. One combined work report, in a format that is acceptable to the Contract Administrator, shall be submitted with each invoice. All work, including tree planting, tree maintenance, tree protection, etc. shall be combined all on one invoice and all on one work report for the period of payment. No more than one invoice and one work report may be submitted in a one-month period.

Work reports format shall be in Microsoft Excel at the discretion of the Contract Administrator.

13. MINOR MODIFICATIONS AND/OR ADDITIONAL WORK

- a. The City may modify these specifications with the joint approval of the Contractor and the City Purchasing Agent. All modifications shall be in writing.
- b. In the event that the City should require additional work beyond the requirements of these specifications, the Contractor shall perform all work at a competitive price.

- c. Additional work may be added to the contract work as the need arises. The Contractor shall perform all specified and approved additional work at the unit prices submitted with this bid proposal.
- d. The Contractor must be willing to provide a competitive price for additional work that may be added to the contract. Contractor will be required to demonstrate the ability to properly execute the expanded workload with the necessary increase in labor, materials and equipment needed to complete the additional work in a timely manner.

B. TREE MAINTENANCE SPECIFICATIONS

1. SCOPE

Provide complete tree maintenance services for the City of San Diego, Street Rights of Way as specified in this Exhibit A.

2. SCHEDULING OF WORK

- a. Unless otherwise specified, "Normal working hours" shall be Monday through Friday from 7:00 a.m. and 5:00 p.m. No emergency or urgent rate shall be charged during these hours. Redeployment of tree crews from one job to a higher priority job in another part of the community shall not be considered an emergency or urgent call. The Contract Administrator may grant, on an individual basis, permission to perform contract service at other hours. No service functions that generate excess noise, e.g., operations of power equipment which would cause annoyance to residents of the area, shall be commenced before 7:00 a.m. unless approved in advanced by Contract Administrators.
- b. The Contractor shall conduct the work at all times in a manner which will not unreasonably cause interference with pedestrian traffic on adjacent sidewalks or vehicular traffic on adjacent streets. Work shall be performed and completed on one side of the street, only, before performing and completing work on the opposite side of the street.
- c. The Work Schedule, provided by the City, must be completed and submitted to the Contract Administrator prior to the commencement of work on this Contract. Any changes in scheduling shall be reported, in writing, to the Contract Administrator immediately.
- d. Work assigned during normal working hours shall be started within five (5) working days after receipt of work assignment unless mutually agreed upon by both parties. The contractor shall coordinate all scheduling of work with the Contract Administrator and shall notify the Contract Administrator twenty-four (24) hours in advance of the start date and location of any assigned work.
- e. Any changes in scheduling shall be reported, in writing, to the Contract Administrator immediately. This schedule shall include routine work as well as infrequent operations as may be required.

- f. Overtime or urgent tree services shall start within one (1) hour after work is assigned by the Contract Administrator. The Contractor shall coordinate all scheduling of work with the Contract Administrator.
- g. Failure to comply within the time frames specified for routine, overtime and urgent tree work may result in deductions and/or termination of contract if condition persists.
- h. Local Office and Working Hours:

The Contractor shall maintain a local office within San Diego County with a competent company representative who can be reached during normal working hours and who is authorized to discuss matters pertaining to this Contract with the Contract Administrator.

An answering service in conjunction with the pager for the designated company representative is not sufficient to fulfill this requirement. A mobile telephone also shall not fulfill the requirement for a local office.

All calls from the Contract Administrator or designated appointee(s) shall be returned within a one (1) hour period.

3. PUBLIC INTERACTION NO PARKING

- a. Contractors shall work with members of the public and property owners in a professional manner.
- b. If a member of the public or private property owner becomes unruly or disrespectful while discussing the work, Contractor shall disengage from conversation and alert Contract Administrator immediately. Contract Administrator shall handle discussion(s) from that point forward.
- c. Contractor shall keep all materials and equipment off private property. Contractor must direct all limbs/fronds/tree parts onto the public right-of-way when performing tree care, and avoid tree parts from landing on private property.
- d. If a member of the public attempts to interact with the Contractor in an active work zone, Contractor shall notify the Contract Administrator immediately if their presence creates a safety risk. If the member of the public refuses to leave the work site, then the Contractor's personnel shall immediately leave the work site, proceed to an alternate work site, and notify the Contract Administrator immediately.
- e. In instances where fallen tree limbs or trunks have impacted private property, Contractor may need to move private property (fences, chairs, tables, etc.) in order to conduct tree removal work.
- f. Contractor shall be liable for damages to any private property during the discharge of this activity. Including by not limited to any cost of repair or replacement that may arise from Contractors activities.

4. METHOD OF PERFORMING WORK

a. Shade Tree Trimming

All trees shall be maintained in their natural shapes. Pruning shall follow A.N.S.I. A300 Standards and be performed in such a manner as to promote the best growth habits, appearance, and health of the tree, and to prevent encroachment which blocks vision or is in any manner deemed undesirable by the Contract Administrator. Trees shall not be topped or shaped into balls. Drop crotch work shall be done only when directed or approved by Contract Administrator.

- 1) Good horticultural and safety practices shall be used at all times, with pruning for a natural-looking shape with branches growing radically outward and upward. No formal pruning or shearing shall be permitted without written authorization from the Contract Administrator.
- 2) The Contractor shall bring to the attention of the Contract Administrator within twenty-four (24) hours any tree that shows any signs of cracking branch collars, root heaving or leaning, or is in any manner a safety hazard. The Contractor shall be responsible for the complete removal of those trees as authorized by the Contract Administrator.
- 3) All trees shall be trimmed per specifications or as directed by the Contract Administrator.
- 4) Trimming shall require removal of low branches overhanging residential streets to a height above the street grade of fourteen (14) feet unless otherwise directed. Low branches overhanging sidewalks shall be trimmed to a height of eight (8) feet. Tree foliage shall be reduced by at least fifteen (15%) percent but no more than twenty-five (25%) percent, unless otherwise directed.
- 5) At the direction of the Contract Administrator, tree trimming shall include the removal of all dead, broken, diseased, insect-infested branches and stubs larger than one-half (1/2) inch in diameter throughout the tree. Exceptions may be made for specific species.
- 6) Prune end branches to lighten end weights where such overburden appears likely to cause breakage of limbs. Remove cross limbs and water sprouts (suckers).
- 7) Final pruning cuts shall be made without leaving a stub. They shall be made in a manner to favor the earliest covering of the wound with callous growth. This requires that the wound be as small as practicable, that the cut be reasonably flush within the branch bark collar, and that the cambium tissues at the edge of the cut be alive and healthy. Extremely flush cuts which produce large wounds and weaken the tree at the cut shall not be made.

- 8) Pruning and cutting tools shall be maintained sharpened to a condition which results in leaving a un-abraded cambium edge on final cuts. Such tools shall also be kept clean and free from infectious materials by using rubbing alcohol, chlorine solution or other acceptable cleaning solution
- 9) The use of climbing spurs or spike shoes shall not be permitted except for removals or as approved by the Contract Administrator.
- 10) Trimming of the trees shall provide adequate clearance from street lights (5' Radial clearance) and signs.
- 11) Trim tree limbs to clear all adjacent structures minimum of five (5) feet.
- 12) "Lion Tailing" of limbs of trees shall not be permitted.
- 13) Trees shall be trimmed in such a manner to promote a strong central leader.
- 14) Smaller trees encountered with stakes and ties shall be trimmed to promote an upward strong central leader and, if stable, shall have stakes and ties removed.
- 15) The Contractor shall exercise precautions as necessary when working adjacent to aerial and subterranean utilities. In the event that aerial utility wires present a hazard to the Contractor's personnel or others near the work site, work is to immediately cease and the Contractor shall notify San Diego Gas & Electric or the appropriate utility. Work shall then commence in accordance with instructions from the utility company. Contractor shall notify Contract Administrator of such occurrences that may affect scheduling of work.
- 16) No more than twenty percent (20%) of the crown shall be removed within an annual growing season. The percentage of foliage removed shall be adjusted according to age, health, and species considerations. Stressed trees are less tolerant of pruning and leaf area, and removal should be minimal. In cases where more than twenty percent (20%) of the crown needs to be removed, such as to reduce the potential for structural failure, a qualified arborist shall make an assessment of the amount of pruning needed address the tree structure. When possible, such pruning should be scheduled over a two (2) or three (3) years period. Pruning should be minimal on species prone to water sprout development. For such species, pruning during the summer months may reduce the potential for water sprout development. For species susceptible to sunburn injury, pruning shall not expose bark tissue of the trunk and scaffold branches to sunlight levels that lead to injury.
- 17) Topping is not an acceptable pruning practice.

b. Palm Trimming

1) Queen Palms; (*Syagrus Romanzoffiana*)

Removal of all dead fronds, loose petioles, flower spikes, seed stalks, seed clusters, sheaths, foreign growth and similar vegetative material(s) from the crown shaft of the palm. Loose petioles are those which may be removed by pulling with reasonable force. When properly trimmed, the lowest remaining fronds shall be live and not below horizontal tree trimming.

2) Fan Palms, (*Brahea*, *Erythea*, *Washingtonia*, *Filifera* and subsequent Hybrids): Removal of all dead fronds, necessary live fronds, loose wraps, flower spikes, seed stalks, seed clusters, sheaths, foreign growth and similar vegetative material(s) from the crownshaft of the palm. When properly trimmed, the lowest remaining fronds shall be live and horizontal.

3) Date Palms, (*Phoenix Canariensis* (Canary Island Date Palm), *Phoenix Dactylifera* and *Phoenix Reclinata*): Removal of all dead fronds, necessary live fronds, tips of old butt stubs four (4) inches or longer, flower spikes, seed stalks, seed clusters, foreign growth and similar vegetative material(s) from the crownshaft of the palm. When properly trimmed, the lowest remaining fronds shall be live and horizontal. Any remaining seed clusters, sheaths, flower spikes and flower buds that do not hang out at the lower most two (2) rows of fronds must be left intact. Butts cut from Date Palms shall be cut close and perpendicular to the base of the frond.

4) To control the spread of disease the following shall be practiced for pruning all Palm Species unless otherwise specified by the Contract Administrator:

- i. Palm pruning should be limited to the removal of dead, broken, and strongly chlorotic fronds. Live, healthy fronds should not be removed. Fronds should be severed close to the petiole base without damaging living trunk tissue. Palm fruit, flowers, and loose petiole bases shall be removed without causing damage to the parent tree. A disinfectant (such as Clorox or rubbing alcohol) shall be used on all Palm pruning tools before and after pruning individual trees unless otherwise specified by the Contract Administrator. Climbing spikes or spurs shall not be used to climb palms for pruning.

5) Overhead Utility Lines

Contractor shall trim all palms adjacent to energized power transmission lines in accordance with the appropriate California safety regulations for line clearance operations. Contractor shall exercise precautions as necessary when working adjacent to aerial and subterranean utilities. In the event aerial utility wires present a hazard to Contractor's personnel or others near the work site, work is to immediately cease and the Contractor

shall notify San Diego Gas and Electric at (800) 611-7343, as well as the Contract Administrator. Work shall then commence in accordance with instructions from the utility company and Contract Administrator.

6) Minimum Height for Palms to be Trimmed

Contractor shall NOT trim any palm with less than eight (8) feet of brown trunk.

- 7) All palm trimming shall be at the 1 to 3 years growth rate, unless specified in writing by the project manager that the over 3 years growth rate is to be used to complete the work. Permission to use the over 3 years growth rate must be received by the contractor in writing before any work begins on the palm tree. Over 3 years of palm growth will be determined by the project manager based on live and dead fronds found on tree. The determination shall be final.

c) Milling Specifications

As may be requested by the Contract Administrator as milling services are not mandatory.

In an effort to reduce waste from the urban forest, the City will require the Contractor to mill suitable logs from tree removals and create usable lumber. The benefit of diverting greenwaste from landfills and creating a useful wood product is environmentally conscious and provides alternative wood resources. The goals are to have the City of San Diego receive a usable wood product at a minimal expense, and the Contractor to divert dumping fees, both as a step toward environmental preservation. The method by which the Contractor will provide usable lumber is as follows:

- 1) Prior to the commencement of work, the Contractor and the City will meet to establish a criterion that determines which logs can be made into usable lumber. The criterion shall define tree species, sizing, and tree characteristics necessary for creating lumber.
- 2) Logs suitable for milling shall be those that have a caliper between 12" and 36" in diameter, with a length of a minimum of 4' and a maximum of 20' long, and be as vertically straight as possible. The City shall determine if a tree is not suitable for milling.
- 3) Logs shall be "clear," free of significant decay, and with minimal lateral branches and/or stubs.
- 4) The Contractor shall have the necessary equipment to remove the logs in these sizes (i.e., cranes, loaders, etc.).
- 5) Contractor shall be capable of salvaging tree logs designated by the Contract Administrator or designee for milling into lumber to be used as a recycled wood product and dried to a moisture content of 6-8% for use as furniture, interior wood, or for use at the City's discretion.

- 6) Milled logs shall be produced into lumber with a thickness of 4-8 quarters (4 quarters equals 1") or at a thickness designated by the City.
 - 7) The lumber shall be kiln dried to the specifications requested by the City, typically 6-8% moisture content and shall be non-graded.
 - 8) Milling operations shall be performed at the Contractor's site and delivered to the City's designated location between ninety (90) and one hundred eighty (180) calendar days.
 - 9) The standard unit measure is a board foot. A board foot is a section 1" thick by 12" in width by 12" in length.
 - 10) Payment shall be made based on a "per board foot" price and shall include all hauling and delivery charges.
- d) Tree Removal/Stump Grinding/Backfilling Services
- 1) Removal of a tree shall include removing from the site (at the end of each work day) all trimmings, wood stumps, roots (4" or larger), surface roots, other vegetation, debris, and litter resulting from the Contractor's operation. Cut trees shall not be stacked for future pick-up and/or chipping.
 - 2) Roots having a diameter of 4" or more shall be traced out and removed to a minimum of 2' from the stump crown. All roots 4" or more in diameter, the tops of which are 6" or less below the existing soil level, shall be considered a part of the stump and shall be removed, except where such removal is prevented by existing sidewalks, curbs, buildings, or other improvements.
 - 3) Stumps shall be removed to a minimum of 15" below existing finish grade or at the depth approved by the Contract Administrator. Where the stump removal operation intercepts an in-service utility line, removal of the stump shall be made to the top of said utility line with the remaining portion of the stump, not obstructed by the utility line, removed to the required 15" minimum depth. No stump shall be left for more than one (1) day following removal and shall be secured with barricades and mounted flashes.
 - 4) Payment for each stump removal will be based on the diameter of the stump by measuring the shortest diameter distance of the top and measuring the longest diameter distance of the top, adding both measurements together and splitting the result by half to equal the final stump diameter.
 - 5) For public safety and to avoid hazards, the Contractor shall remove and properly dispose of all material generated by the removal operation including stump grinding, as required above. Where holes or depressions result from the removal of trees, stumps, shrubs, or palms, the Contractor shall supply standard clean top soil, backfill, and firmly tamp to compact

finish grade, making a smooth transition to adjacent ground or pavement level as applicable. The holes shall be backfilled the same day any removal is accomplished, unless otherwise specified by the Contract Administrator.

- 6) Standard top soil shall be natural, friable, sandy loam soil, possessing the characteristics of representative soils in the San Diego Metropolitan Community that produce satisfactory crops, grass, or other vegetation and shall be reasonable free from subsoil, clay lumps, brush, objectionable weeds, and other litter and shall be free from stones, stumps, and other objects larger than 1" in diameter, roots, toxic substances, and other materials or substances that might be harmful to plant growth or a hindrance to grading, planting and service operations. Standard top soil shall have a PH reading between 6.75 and 7.50 and salinity (EC rating) from one (1) to three (3) on the Solu-Bridge scale.
 - 7) The Contractor shall be responsible for the complete removal and replacement of those trees lost due to Contractor's faulty service or negligence, as determined by the Contract Administrator. Replacement shall be made by the Contractor in the kind and size of tree determined by the Contract Administrator. Where there is a difference in value between the tree lost and the replacement tree, the difference will be deducted from the contract payment. In all cases, the value of the tree lost shall be determined by the Contract Administrator, using the latest Council of Tree & Landscape Appraisers (CTLA) trunk formula method guidelines for value determination.
 - 8) All trees debris generated from removal shall be chipped and placed into a truck by the Contractor. Unless otherwise directed by the Contract Administrator all tree debris shall be removed from the job site and disposed of legally. Chipping directly into the open space shall be done only when authorized by the Contract Administrator. If any wood is not able to go through the chipper, Contractor shall be responsible for any fees associated with the disposal of such material. Cut and/or chipped wood may be left at a location only upon authorization of the Contract Administrator.
- e) Litter

Upon completion of each day's work, work site shall be swept "broom clean" and other areas, where practical, shall be raked clean. Debris and litter not chipped may be disposed of at the City of San Diego Landfill, or Contractor may dispose of said debris in another legal manner. If debris is disposed of at the City Landfill, Contractor must abide by the City regulations affecting said disposal. Contractor shall be responsible for payment of all disposals and dump fees at no additional cost to the City. If Contractor disposes of debris in any other manner, Contractor shall abide by all, State and Local laws, and shall assume all liability for correct disposal. Methods of disposal must be approved by the Contract Administrator. Contractor shall completely clean up all cuttings and debris resulting from the work daily. This shall include lunch debris.

f) Tree Preservation/Root Pruning

As needed by the Contract Administrator.

1) Root Pruning (sidewalk side)

- i. Contractor shall root prune the trees as noted in Appendix B and coordinate the scheduling within one (1) week of the concrete repair work start schedule.
- ii. Contractor is responsible for getting a utility mark-out prior to start of work.
- iii. Roots shall be cut following removal of the existing sidewalk and prior to installation of the new sidewalk.
- iv. Work includes cutting all roots necessary to a depth of twelve (12) inches along the edge of the new sidewalk for a distance of ten (10) linear feet. In cases where the sidewalk will not be replaced, roots shall be lineal cut no further than three (3) inches from edge of the existing sidewalk toward tree for a length of ten (10) linear feet.

2) Root Pruning (curb side)

- i. Contractor shall root prune the trees as noted in Appendix B and coordinate the scheduling within one (1) week of the concrete repair work start schedule.
- ii. Roots shall be cut following removal of the existing curb and prior to installation of the new curb when practical.
- iii. Contractor is responsible for getting a utility mark-out prior to start of work.
- iv. Work includes cutting all roots necessary to a depth of twenty-one (21) inches along the edge of the new curb line in order to provide a forming area for the new curb. This shall be done for a distance of ten (10) linear feet on the curb side of the tree. In cases where the curb will not be replaced, roots shall be lineal cut no further than three (3) inches from edge of the existing sidewalk toward tree for a length of ten (10) linear feet.

3) Root Barrier

The root guard shall be placed in the trench along the sidewalk or curb ten (10) linear feet as noted in Appendix C. Guard shall be polyethylene plastic type lb-18-2 and lb-12-2, as manufactured by Deep Root Control Products, or equal. Root barriers shall be installed per manufacturer's instructions.

4) Root Pruning/Barrier Equipment

All cuts shall be made with a root cutting machine such as Vermeer or Doskocil, Inc, or equal which shall be approved by the Contract Administrator prior to use. Cuts shall be made clean and smooth as to cause minimum damage to the tree. Any shredded roots shall be cut clean to the nearest root node.

5) Scheduling work for Root Barrier/Pruning

- i. Contractor shall accomplish Root Barrier and Root Pruning work required between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday and coordinate all scheduling with the Contract Administrator in order to ensure production schedules for concrete repairs coincide with tree service.
- ii. Upon award of contract, the Contract Administrator will provide the Contractor with an annual schedule of trees to be maintained during the contract period.
- iii. Contractor shall report to the Contract Administrator, in writing, by Monday's at 9:00 a.m., the count, species and location of all trees trimmed, roots pruned and barriers installed in the preceding week and work schedule for the current week. Any changes in scheduling shall be reported in writing to the Contract Administrator immediately.
- iv. Contractor shall conduct work at all times in a manner which will not unreasonably interfere with pedestrian traffic on adjacent sidewalks or vehicular traffic on adjacent streets.
- v. Contractor shall endeavor to maintain good public relations at all times and work shall be conducted in a manner which will cause the least possible interference with or annoyance to the public.

g. Tree Planting

Contractor shall be responsible for the following:

- 1) Contractor shall refer to the City's Street Tree Selection Guide which provides a predetermine list of trees that can be planted in the City right of Way. The list can be found at link below:

<http://www.sandiego.gov/trees>

- 2) Contractor shall provide City with suitable door hangers to advise tree recipients of pending planting. City will provide language for door hanger upon award of contract.
- 3) Contractor shall contact underground "dig alert" two (2) weeks prior to planting date.

- 4) Contractor shall be responsible for ordering and supplying quality tree stock meeting California Department of Forestry standards as well as City standards per standard drawing Appendix D.
- 5) Contractor shall supply all labor, tree stakes, ties, mulch, and fertilizer to each tree site.
- 6) Contractor shall guarantee the quality of the tree stock and workmanship up to 90 days after installation of tree. If tree needs replacement due to poor quality or tree is dead, the contractor shall replace the tree no later than 180 days after initial installation. This shall be known as the guaranteed period for the tree.
- 7) Planting pit shall be dug twice the width and the same depth of the root ball. Before placing the tree in the planting pit Contractor shall examine root ball for injured roots and canopy for broken branches. Damaged roots should be cleanly cut off at a point just in front of the break. Broken branches should be cut out of the canopy making sure that the branch collar is not damaged.

Trees that are planted in parkways shall have a 4"-6" high water retention basin built around the tree capable of holding at least five (5) gallons of water. In a concrete tree well, soil should be raked against the edge of the concrete to create a sloping basin. Immediately after planting, the tree shall be watered thoroughly by filling the water retention basin twice.

- 8) All trees shall be staked with two wooded lodge poles and two ties per pole. Minimum size of lodge poles shall be ten (10') feet long, with a one and a half (1½") inch diameter. Tree ties shall be placed at one third (1/3") and two-thirds (2/3) of the trunk height. Stakes shall not penetrate the root ball and shall be driven into the ground approximately twenty-four to thirty (24"-30") inches below grade.
- 9) Clean up all trash and any soil or dirt spilled on any paved surface at the end of each working day.
- 10) All trees shall be of good nursery stock that adheres to the American Standard for Nursery Stock as described in the latest version of the ANSI Z60.1 Standards. Trees shall be free from pests, disease and structural defects.

h. Equipment

Contractor shall be responsible to bring all necessary equipment to each job site to complete the required work in a timely manner and in a neat and orderly fashion.

- 1) A tower truck with capability of ninety (90) foot reach shall be required in medians, right-of-ways, and at other sites where the trees can be reached without driving or parking on turf areas.

- 2) Contractor(s) shall have camera equipment available to take and send photos and/or video of property damage caused by City trees that have fallen due to accidents, storms, etc. These photos should be taken at the Contract Administrator's request prior to clean up and removal of tree debris.
- 3) Other equipment required includes but is not limited to the below. Quantity of each shall be determined by the Contractor Administrator and may be required to perform Services as defined in Bid Specifications:
 - i. A minimum of one (1) 16-ton crane with minimum 110-foot reach available for use at all times (if requested by the Contract Administrator a crane shall be required for the removal of any branch 12" in diameter or larger).
 - ii. A minimum of two (4) stump grinders available for use at all times.
 - iii. A minimum of four (4) sets of climbing equipment to sufficiently and safely accommodate four (4) tree climbers for use at all times.
 - iv. Power chain saws.
 - v. Hand pruners.
 - vi. A minimum of five (5) large, commercial brush chippers available for use at all times.
 - vii. A minimum of five (5) 1-1/2 ton trucks with enclosed box for hauling brush and chips.
- 4) All equipment shall be in good working condition at all times. Contractor shall provide, at contractor's expense, plywood for use as necessary to prevent damage to areas including, but not limited to, turf areas, asphalt paving, concrete paving, decomposed granite, curbs, trails or private property. All damage caused by the Contractor's activities shall be repaired at the Contractor's expense. All repairs shall adhere to City of San Diego standards and/or as directed by the Contract Administrator.
 - i. Identification of Safety Concerns
 - 1) As safety concerns are identified while working in the field, Contractor(s) shall report them immediately to the Contract Administrator.
 - 2) Dial 9-1-1 if the safety concern is an emergency.

j. Facility Maintenance

1) Areas Surrounding Worksite

The Contractor shall remove all generated debris from paved and unpaved areas surrounding worksite. Any damage or repairs required shall be reported within twenty-four (24) hours to the Contract Administrator.

2) Traffic Control Plans

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

Contractor(s) shall have the ability to produce traffic control plans and submit plans to the City's Development Services Department in the event a permit is required per the Contract Administrator.

k. "No Parking" Signage

The Contractor shall use only approved signs and post them on City property (parkway).

The Contractor shall be responsible for the following:

- 1) Post San Diego Police regulation "No Parking" signs that contain the following information:
 - i. "No Parking".
 - ii. The day and time (8:00 a.m. to 5:00 p.m.) of restriction; and
 - iii. The Contractor's name and phone number where they may be reached during normal working hours.
- 2) The Contractor shall post "No Parking" signs, twenty-four (24) hours in advance of commencing work.
- 3) Notify the San Diego Police Department, Traffic Division (619) 495-7800, of said posting.

5. INSPECTION, DISEASE AND PEST IDENTIFICATION

The Contractor shall regularly inspect all trees for presence of disease, pests, splits and breakages. The Contractor shall advise the Contract Administrator immediately if disease, insect, or rodent infestation is found; Contractor shall identify the damage, disease, insect, or rodent and recommend control measures that may be taken.

- a. All trees known or suspected to be diseased/infested, Contractor shall disinfect all tools and cut surfaces after each cut and between trees.
- b. All trees with known or suspected PHSB, Fusarium, Gold Spotted Oak Borer or other high priority pests/ pathogens as determined by the County. Contractor shall handle all debris in a manner consistent with newest version of all appropriate Best Management Practices (BMP), which minimizes the chance of spreading infection or infestation.
- c. Material and debris from trees with known or suspected disease/infestation shall be chipped to 1" or smaller and shall not be left on site or used as mulch off site.
- d. No additional charges for disinfection or special handling shall be allowed.

6. PESTICIDE TREATMENT OF TREES

- a. Contractor shall have an "in-house" Qualified Applicator apply chemicals in accordance with the recommendations from the "in-house" Agricultural Pest Control Advisor (PCA) and all applicable product labels and regulations.
- b. Applications will be made by drench, spray or injection as conditions warrant. The primary method of application shall be trunk or soil injection.
- c. The following are pesticides that may be used on this Contract for treatment of Polyphagous Shot Hole Borer (PSHB), Golden Spotted Oak Borer (GSOB), Fusarium dieback and other pests. This list is not all inclusive or exhaustive.

- 1) Propiconazole
- 2) Tebuconazole
- 3) Thiabendazole
- 4) Emamectin benzoate
- 5) Imidacloprid
- 6) Dinotefuran
- 7) Bifenthrin
- 8) Carbaryl

7. AVOID NESTING BIRDS DURING CONSTRUCTION AND TREE TRIMMING

Inspect the area for active nests. Most birds conceal their nests carefully and will not be visible to the average observer; but they do give obvious clues of their whereabouts. There are several ways to detect bird nests:

- 1) Look on the ground for concentrations of white-colored droppings, then check the vegetation above;
- 2) As you walk through an area, look for birds flying out of vegetation close to you and intensely watching you; they may have a nest nearby;
- 3) Watch for birds that may be bringing nest material or food repeatedly to one place. Birds tend to place their nests just on the undersides of the tree canopy and where branches join together. If adult birds are observed flying to and from a nest, or sitting on a nest, it can be assumed that the nest is active.

With the exception of imminent tree or limb failure that would cause significant damage or injury to persons or property as determined by a certified arborist, tree trimming or tree removal must be stopped any time there are active nests observed in the tree. Keep watch on the active nest, and when the chicks have left the nest and activity is no longer observed around the nest, it is safe to continue trimming of the tree.

8. BEE NESTS

In the event a nest or hive is encountered during operations, Contractor shall report the location by street address immediately to the Contract Administrator. The City Contract Administrator will be responsible for addressing the bee nest.

C. DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER. Per Section II.A.9:

	Registration No.	Expiration Date	Name
DIR Registration No.	1000000956	06/30/24	West Coast Arborists, Inc.

D. LICENSES. To perform the work described in this solicitation, proposers must hold a current C-27, C-61 (D49) State Contractor’s License.

The Contractor is required to have an International Society of Arboriculture (ISA) certified arborist available at all times. The certified arborist may be a working supervisor and may be required to be on site for the duration of tree work if requested by the Contract Administrator.

The Contractor is required to have at least one International Society of Arboriculture (ISA) certified tree worker on site at all times while performing work in trees.

The Contractor and/or Subcontractor must possess licenses and certification at the time of contract award as follows:

	License Number	Expiration Date	Name
C-27, State of California Contractor License	Class: C27 No: 366764	12/31/22	West Coast Arborists, Inc.
C-61 (D49), State of California Contractor's License	Class: C61/D49 No: 366764	12/31/22	West Coast Arborists, Inc.
International society of arboriculture (I.S.A.) Certified Arborist	WE-10411A	06/30/23	Robert Wrightson
International Society of Arboriculture (I.S.A.) Certified Tree Worker	WE-10777AT	06/30/25	Benjamin Eugene Bordson
International Society of Arboriculture Certified Line Clearance Tree Trimmer	WE-6541BUM	12/31/23	Michael Palat
International Society of Arboriculture Utility Specialist	WE-6541BUM	12/31/23	Michael Palat
Qualified Pesticide/Fungicide/Herbicide Applicator	QAL140768	12/31/24	Benjamin Eugene Bordson

G. CONTRACT ADMINISTRATOR. The Contract Administrator for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract.

PRICING PAGES

A. TREE TRIMMING STREET RIGHTS OF WAY

Item No.	U/M	Tree Type	Description	Unit Cost
1.	EA	Date Palm	Per Tree 1 to 3 years of growth	\$228.85
2.	EA	Date Palm	Per Tree Over 3 years of growth	\$343.85
3.	EA	Queen (Coco) Palm	Per Tree 1 to 3 years of growth	\$79.35
4.	EA	Queen (Coco) Palm	Per Tree Over 3 years of growth	\$102.35
5.	EA	Fan Palm	Per Tree 1 to 3 years of growth	\$102.35
6.	EA	Fan Palm	Per Tree Over 3 years of growth	\$171.35
7.	EA	Date Palm	Grid Pruning (Routine Trimming) 1 to 3 years of growth	\$94.30
8.	EA	Date Palm	Grid Pruning (Routine Trimming) Over 3 years of growth	\$165.60
9.	EA	Queen (Coco) Palm	Grid Pruning (Routine Trimming) 1 to 3 years of growth	\$41.40
10.	EA	Queen (Coco) Palm	Grid Pruning (Routine Trimming) Over 3 years of growth	\$79.35
11.	EA	Fan Palm	Grid Pruning (Routine Trimming) 1 to 3 years of growth	\$48.30
12.	EA	Fan Palm	Grid Pruning (Routine Trimming) Over 3 years of growth	\$90.85

Item No.	U/M	Tree Type	Description	Unit Cost
13.	EA	Shade	Non-Grid Pruning Per Tree	\$182.85
14.	EA	Shade	Grid Pruning (Routine Trimming)	\$75.90

B) TREE PRESERVATION ROOT PRUNING/ROOT BARRIER INSTALLATION IN STREET RIGHTS OF WAY

Item No.	U/M	Tree Type	Description	Unit Cost
1.	Linear Feet	All Tree Types	Complete root pruning of various species of trees	\$21.85
2.	Linear Feet	All Tree Types	Complete root barrier installation	\$1.15

C) TREE REMOVAL IN STREET RIGHTS OF WAY

Item No.	U/M	Tree Type	Description	Unit Cost
1.	FT	Date Palm	Removal cost per foot brown trunk height	\$67.85
2.	FT	Queen (Coco) Palm	Removal cost per foot brown trunk height	\$44.85
3.	FT	Fan Palm	Removal cost per foot brown trunk height	\$44.85

Item No.	U/M	Tree Type	Description	Unit Cost
4.	INCH	Stump Grind As Needed	Cost to provide as needed Stump Grind Only (all trees) per 1" Diameter at Stump Height (DSH) (Unit cost is per inch)	\$17.25
5.	EA	Shade	Tree Removal under 6-in diameter taken at 4' above ground level	\$218.50
6.	EA	Shade	Tree Removal 6-in diameter to under 12-in diameter taken at 4' above ground level	\$431.25
7.	EA	Shade	Tree Removal 12-in diameter to under 18-in diameter taken at 4' above ground level	\$747.50
8.	EA	Shade	Tree Removal 18-in diameter to under 24-in diameter taken at 4' above ground level	\$862.50
9.	EA	Shade	Tree Removal 24-in diameter to under 30-in diameter taken at 4' above ground level	\$977.50
10.	EA	Shade	Tree Removal over 30-in diameter taken at 4' above ground level	\$1,092.50
11.	Board Foot	All Types/Milling	Milled wood in accordance to specifications, including transportation, storage and drying costs	\$4.60

D) ALL AREAS – TREE PLANTING PER SAN DIEGO REGIONAL STANDARD DRAWING

Item No.	U/M	Tree Type	Description	Unit Cost
1.	FT	Date Palm	Per foot cost per brown trunk height	\$454.25
2.	FT	Queen Palm	Per foot cost per brown trunk height	\$109.25
3.	FT	Fan Palm	Cost per brown trunk height	\$109.25
4.	EA	Shade	15 gallon	\$178.25
5.	EA	Shade	24 inch box	\$322
6.	EA	Shade	36 inch box	\$1,012
7.	EA	Shade	48 inch box	\$1,587

NOTE: Section D includes the cost of the tree, planting material, labor and equipment necessary to plant shade trees and palms.

E) AS NEEDED SERVICES, HOURLY COST

Item No.	U/M	Description	Cost Per Hour
1.	HR	Certified Arborist	\$149.50
2.	HR	Utility Specialist	\$90.85
3.	HR	Certified Tree Worker	\$149.50
4.	HR	Laborer	\$90.85
5.	HR	Biologist	\$149.50
6.	HR	Certified Line Clearance Trimmer	\$90.85
7.	HR	Crane operator	\$149.50
8.	HR	Traffic control	\$90.85
9.	HR	Pesticide Applicator	\$90.85

F) AS NEEDED SERVICES, HOURLY COST (OUTSIDE OF NORMAL BUSINESS HOURS INCLUDING WEEKENDS)

Item No.	U/M	Description	Cost Per Hour
1.	HR	Certified Arborist	\$149.50
2.	HR	Utility Specialist	\$149.50
3.	HR	Certified Tree Worker	\$149.50
4.	HR	Laborer	\$149.50
5.	HR	Biologist	\$149.50
6.	HR	Certified Line Clearance Trimmer	\$149.50
7.	HR	Crane operator	\$149.50
8.	HR	Traffic control	\$149.50
9.	HR	Pesticide Applicator	\$149.50

Appendix A



FRANCHISE UTILITY COMPANY ONLY
MAY NOT BE SUBMITTED BY CONTRACTOR

City Use Only

AUTH. # _____

BY: _____

YES NO

DATE REVIEWED: _____

STREET/SIDEWALK BLOCKAGE REPORT FORM

TO: CITY OF SAN DIEGO, TRAFFIC PERMITS SECTION

DATE: _____

FROM (COMPANY): _____

PHONE NO.: _____

CONTACT PERSON: _____

PHONE NO.: _____

SUBCONTRACTOR: _____

FAX NO.: _____

WE WILL BE WORKING ON THE FOLLOWING CITY STREET:

LOCATION: _____

BETWEEN: _____ AND _____

THOMAS BROS. INDEX – PAGE NO. _____

TYPE OF WORK: _____

- LANE CLOSURE STREET CLOSURE TRENCHING
- SIDEWALK CLOSURE ALLEY CLOSURE FLAGGING
- PARKING LANE DETOUR _____

START DATE: _____ END DATE: _____

WORK DAYS: MONDAY THROUGH FRIDAY
(NO WORK ON SATURDAYS, SUNDAYS, OR HOLIDAYS UNLESS APPROVED AND NOTED IN "COMMENTS")

WORK HOURS: 8:30 A.M. TO 3:30 P.M. (UNLESS OTHER HOURS ARE PRE-APPROVED)

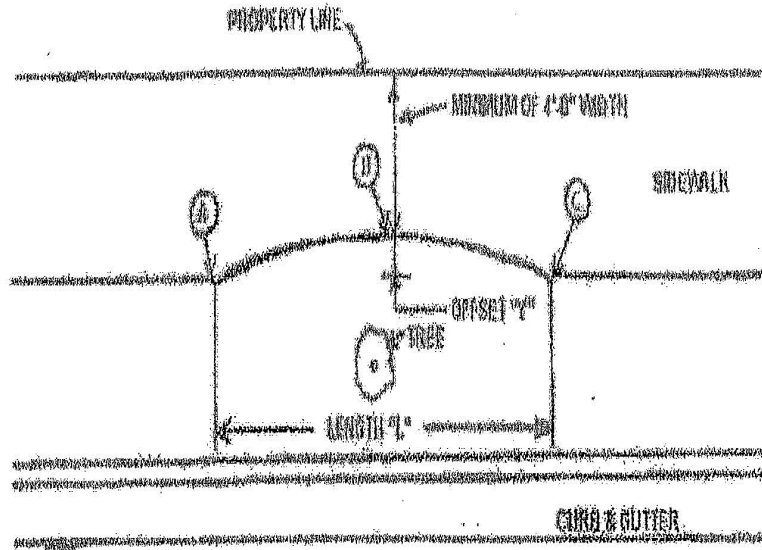
COMMENTS: _____

FAX OR MAIL TO:
CITY OF SAN DIEGO
TRAFFIC CONTROL PERMITS SECTION
1222 FIRST AVENUE, M.S. 502
SAN DIEGO, CA 92101
FAX NO. (619) 446-5294

MINIMUM OF FIVE (5) WORKING
DAYS NOTIFICATION REQUIRED
FOR CONSTRUCTION WORK
WHICH AFFECTS TRAFFIC
SIGNALS
CALL: (619) 446-5294

FOR QUESTIONS CALL: (619) 446-5294

Appendix B

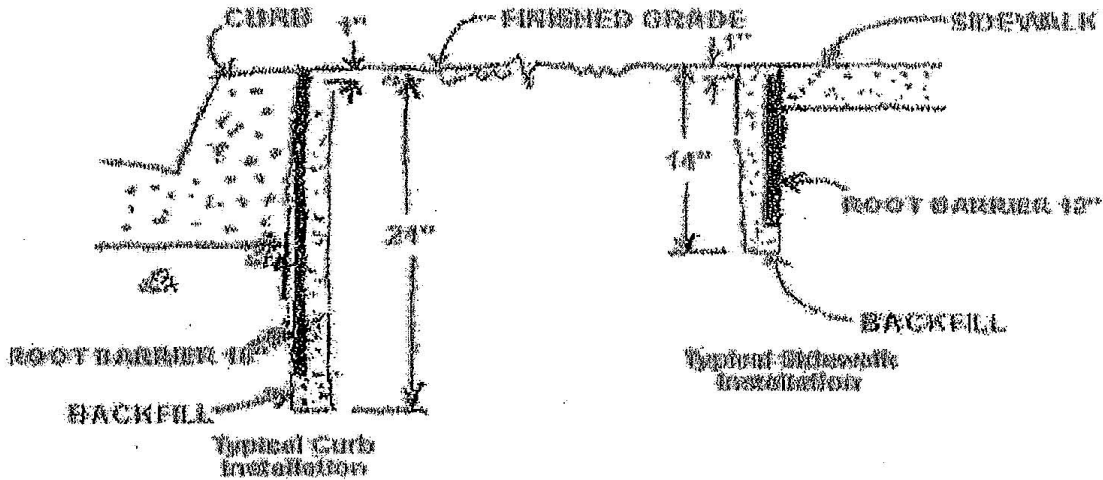


root pruning shall be on a line between points a & b and points b & c
for either side of tree unless otherwise directed
length "l" is 10' unless otherwise directed
offset "y" is 12' unless otherwise directed

notes

1. roots more than 2" in diameter must be pre-approved for removal by the arborist
2. roots shall be cut at the nearest node to encourage roots that grow away from sidewalk
3. roots must be cleanly cut 6" away from new sidewalk edge
4. backfill excavated areas with topsoil

Appendix C



1. root barriers shall be equivalent to the type lb-18-2 and lb-12-2, as manufactured by deep root control products or approved equal.
2. root barriers shall be installed per manufacturers' recommendations, unless otherwise directed.
3. root barriers installed on either the curb side or sidewalk side shall be a continuous 10-foot in length, centered on the tree unless otherwise directed by the city, where trees requiring root barriers are 18 feet or less apart, the barrier shall be installed continuously between said trees.
4. place barrier 1 inch below finished grade against either back of curb or front edge of sidewalk.
5. the barrier shall be installed vertically, or if conditions allow, with the top inclined towards the tree, never with the top inclined away from the tree, as this will encourage upward growth of trees.
6. the raised vertical root deflectors shall be placed facing towards the tree.
7. the root pruning trench shall be backfilled to the top of the barrier.
8. the city shall inspect the tree for stability prior to the backfilling of the root pruning trench.
9. for installation of barrier at driveway apron, install per typical curb installation unless otherwise directed by the city.

Appendix D

Tree Planting and Tree Staking Specifications

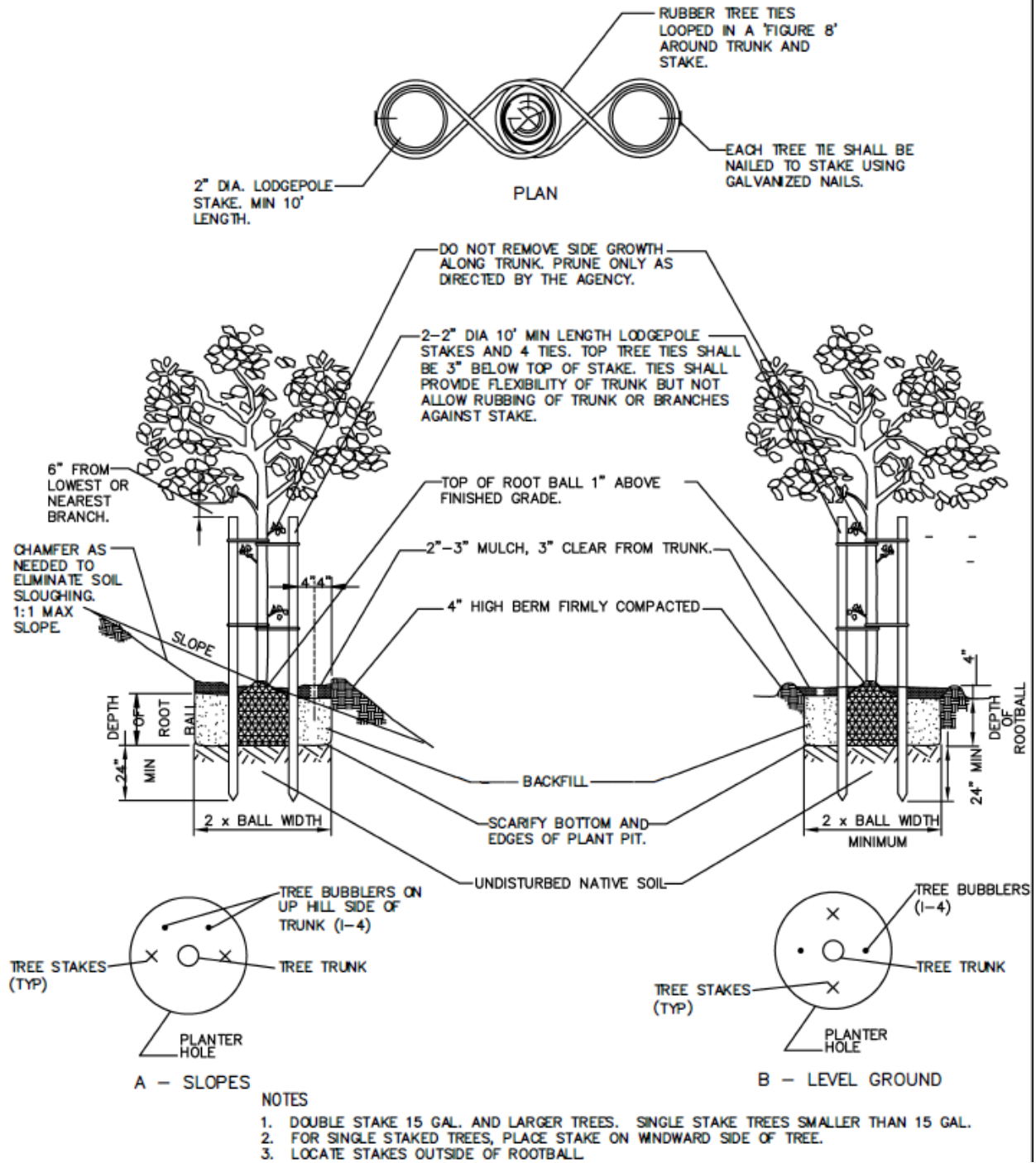


EXHIBIT B



THE CITY OF SAN DIEGO
GENERAL CONTRACT TERMS AND PROVISIONS
APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS

ARTICLE I
SCOPE AND TERM OF CONTRACT

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

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

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

ARTICLE II
CONTRACT ADMINISTRATOR

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

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

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

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

ARTICLE III COMPENSATION

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

3.2 Invoices.

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

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

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

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

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

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

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

3.2.6.2 Monthly Invoicing and Payments. Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5th) day of the subsequent month.

3.3 Annual Appropriation of Funds. Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

3.4 Price Adjustments. Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

ARTICLE IV SUSPENSION AND TERMINATION

4.1 City's Right to Suspend for Convenience. City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

4.2 City's Right to Terminate for Convenience. City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of

documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

4.3 City's Right to Terminate for Default. Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

4.3.1 If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

4.3.2 If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors. If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

4.5 Contractor's Right to Payment Following Contract Termination.

4.5.1 Termination for Convenience. If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

4.5.2 Termination for Default. If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

4.6 Remedies Cumulative. City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

5.1 Inspection and Acceptance. The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

5.2 Responsibility for Lost or Damaged Shipments. Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

5.3 Responsibility for Damages. Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

5.4 Delivery. Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

5.5 Delay. Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

5.5.1 If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

5.6 Restrictions and Regulations Requiring Contract Modification. Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

5.7 Warranties. All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

5.8 Industry Standards. Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

5.9 Records Retention and Examination. Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

5.9.1 Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

5.10 Quality Assurance Meetings. Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

5.11 Duty to Cooperate with Auditor. The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

5.12 Safety Data Sheets. If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

5.13 Project Personnel. Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

5.13.1 Criminal Background Certification. Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

5.13.2 Photo Identification Badge. Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

5.14 Standards of Conduct. Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

5.14.1 Supervision. Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

5.14.2 City Premises. Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

5.14.3 Removal of Employees. City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

5.15 Licenses and Permits. Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

5.16 Contractor and Subcontractor Registration Requirements. Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

6.1 Rights in Data. If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

6.2 Intellectual Property Rights Assignment. For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

6.3 Contractor Works. Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

6.4 Subcontracting. In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a “works for hire” as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

6.5 Intellectual Property Warranty and Indemnification. Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor’s own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim

of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

6.6 Software Licensing. Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

6.7 Publication. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

6.8 Royalties, Licenses, and Patents. Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

ARTICLE VII INDEMNIFICATION AND INSURANCE

7.1 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

7.2 Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or

in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

7.2.1 Commercial General Liability. Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

7.2.2 Commercial Automobile Liability. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

7.2.3 Workers' Compensation. Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

7.2.4 Professional Liability (Errors and Omissions). For consultant contracts, insurance appropriate to Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

7.2.5 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

7.2.5.1 Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

7.2.5.2 Primary Coverage. For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

7.2.5.3 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

7.2.5.4 Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

7.2.5.5 Claims Made Policies (applicable only to professional liability). The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

7.3 Self Insured Retentions. Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

7.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

7.5 Verification of Coverage. Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7.6 Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7.7 Additional Insurance. Contractor may obtain additional insurance not required by this Contract.

7.8 Excess Insurance. All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

7.9 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

ARTICLE VIII BONDS

8.1 Payment and Performance Bond. Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

8.1.1 Bond Amount. The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

8.1.2 Bond Term. The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

8.1.3 Bond Surety. The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

8.1.4 Non-Renewal or Cancellation. The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force

and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

8.2 Alternate Security. City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

9.1 Contractor Certification of Compliance. By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

9.1.1 Drug-Free Workplace Certification. Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations: Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

9.1.3 Non-Discrimination Requirements.

9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP). Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

9.1.3.2 Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result

in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

9.1.3.3 Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.4 Equal Benefits Ordinance Certification. Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

9.1.5 Contractor Standards. Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.6 Noise Abatement. Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

9.1.7 Storm Water Pollution Prevention Program. Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

9.1.8 Service Worker Retention Ordinance. If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

9.1.9 Product Endorsement. Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

9.1.10 Business Tax Certificate. Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

9.1.11 Equal Pay Ordinance. Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the EPO.

9.1.11.1 Contractor and Subcontract Requirement. The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Any Contractor subject to the Equal Pay Ordinance shall require all of its subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

10.1 Conflict of Interest Laws. Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

10.2 Contractor's Responsibility for Employees and Agents. Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

10.3 Contractor's Financial or Organizational Interests. In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

10.4 Certification of Non-Collusion. Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or

solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

10.5 Hiring City Employees. This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

ARTICLE XI DISPUTE RESOLUTION

11.1 Mediation. If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

11.2 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

11.3 Expenses. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

11.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

11.5 Mediation Results. Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

ARTICLE XII MANDATORY ASSISTANCE

12.1 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations,

attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

12.2 Compensation for Mandatory Assistance. City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

12.3 Attorneys' Fees Related to Mandatory Assistance. In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

ARTICLE XIII MISCELLANEOUS

13.1 Headings. All headings are for convenience only and shall not affect the interpretation of this Contract.

13.2 Non-Assignment. Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

13.3 Independent Contractors. Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

13.4 Subcontractors. All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

13.5 Covenants and Conditions. All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

13.6 Compliance with Controlling Law. Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract

termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

13.7 Governing Law. The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

13.8 Venue. The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

13.9 Successors in Interest. This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

13.10 No Waiver. No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

13.11 Severability. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

13.12 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

13.13 Amendments. Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

13.14 Conflicts Between Terms. If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

13.15 Survival of Obligations. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

13.16 Confidentiality of Services. All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

13.17 Insolvency. If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

13.18 No Third Party Beneficiaries. Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

13.19 Actions of City in its Governmental Capacity. Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

EXHIBIT C
CITY REQUIRED FORMS

Contractor Standards Pledge of Compliance

Business Tax Certificate

Equal Opportunity Contracting forms, including Contractors Certification of Pending Actions and Work Force Report

Insurance Certificates with all endorsements

Living Wage Certification of Compliance or Application for Exemption

COVID-19 Certification Form

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

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

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

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

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

A. BID/PROPOSAL/SOLICITATION TITLE:

Tree Maintenance Services for Streets Right of Way

B. BIDDER/PROPOSER INFORMATION:

West Coast Arborists, Inc.

Legal Name	DBA	
<u>8163 Commercial Street</u>	<u>CA</u>	<u>91942</u>
Street Address	City	State Zip
<u>Victor Gonzalez</u>	<u>(714) 991-1900</u>	<u>(714) 956-3745</u>
Contact Person, Title	Phone	Fax

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

* The precise nature of the interest includes:

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

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Patrick Mahoney	President
Name Anaheim, CA	Title/Position
City and State of Residence 89% ownership of West Coast Arborists, Inc. Will have communication with City officers or employees.	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Richard Mahoney	Secretary
Name Anaheim, CA	Title/Position
City and State of Residence 11% ownership of West Coast Arborists, Inc.	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Rose Epperson	Treasurer
Name Porterville, CA	Title/Position
City and State of Residence 11% ownership of West Coast Arborists, Inc.	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Victor Gonzalez	Vice President
Name Yorba Linda, CA	Title/Position
City and State of Residence Communicating or negotiating with City officers or employees, submitting & preparing documents.	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Amelia Menzel	Business Development Supervisor
Name Lakewood, CA	Title/Position
City and State of Residence Submitting and preparing documents.	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Sarah Ceccacci	Bid Coordinator
Name Fullerton, CA	Title/Position
City and State of Residence Submitting and preparing documents.	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Michael Palat	Regional Manager
Name	Title/Position
Valley Center, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Communication with City officers or employees, supervise personnel on the job.	
Interest in the transaction	

Robert Wrightson	Area Manager
Name	Title/Position
San Marcos, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Communicating with City officers or employees, supervise personnel on the job.	
Interest in the transaction	

Martha Richardson	Office Manager/CSR
Name	Title/Position
La Mesa, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Customer service representative.	
Interest in the transaction	

C. OWNERSHIP AND NAME CHANGES:

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

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

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

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

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

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

D. BUSINESS ORGANIZATION/STRUCTURE:

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

Corporation Date incorporated: 05/10/1978 State of incorporation: California

List corporation's current officers: President: Patrick Mahoney
Vice Pres: Victor Gonzalez
Secretary: Richard Mahoney
Treasurer: Rose Epperson

Type of corporation: C Subchapter S

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

If **Yes**, after what date: 05/10/1978

Is your firm a publicly traded corporation? **Yes** **No**

If **Yes**, how and where is the stock traded? _____

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

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? **Yes** **No**

If **Yes**, please use Attachment A to disclose.

Please list the following:

	Authorized	Issued	Outstanding
--	------------	--------	-------------

a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	\$ _____
		Book	\$ _____
		Market	\$ _____

Limited Liability Company Date formed: _____ State of formation: _____

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

Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

Joint Venture Date formed: _____

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

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

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

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

Yes **No**

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

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

Yes **No**

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

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

Yes **No**

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

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

Yes **No**

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

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

Yes **No**

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

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

Yes **No**

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

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

Name of Bank: Wells Fargo Bank

Point of Contact: Bill Denny

Address: 2030 Main Street, 7th Floor Irvine, CA 92614

Phone Number: (949) 275-7217

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

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

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

Business Tax Certificate No.: B2001011673 Year Issued: 2010

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

Yes No

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

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

Yes No

If **Yes**, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

Yes No

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

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

Yes No

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

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

Yes No

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

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

Yes No

If **Yes**, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: City of Vista

Contact Name and Phone Number: Chris Arce, PW Supervisor (760) 643-5459

Contact Email: carce@cityofvista.com

Address: 1165 E. Taylor St., Vista, CA 92804

Contract Date: Since 2011 - Current

Contract Amount: \$240,000.00

Requirements of Contract: Tree Maintenance & Managerial Services

Company Name: City of Encinitas

Contact Name and Phone Number: John Ugrob, Supervisor (760) 633-2854

Contact Email: jugrob@ci.encinitas.ca.us

Address: 160 Calle Magdalena, Encinitas, CA 92024

Contract Date: Since 2000 - Current

Contract Amount: \$185,000.00

Requirements of Contract: Tree Maintenance & Managerial Services

Company Name: City of San Diego

Contact Name and Phone Number: Brian Widener, Supervisor (619) 527-8050

Contact Email: bwidener@sandiego.gov

Address: 2781 Caminito Chollas, San Diego, CA 92105

Contract Date: Since 2007 - Current

Contract Amount: \$2,000,000.00

Requirements of Contract: Tree Maintenance & Managerial Services

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?

Yes No

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

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?

Yes No

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

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

Yes **No**

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

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

Yes **No**

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

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

Yes **No**

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

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

Yes **No**

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

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?

Yes **No**

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?

Yes **No**

Certification # N/A

3. Are you certified as any of the following:

- a. Disabled Veteran Business Enterprise Certification # N/A
- b. Woman or Minority Owned Business Enterprise Certification # N/A
- c. Disadvantaged Business Enterprise Certification # N/A

J. WAGE COMPLIANCE:

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

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

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

No Subcontractors to be used.

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$_____ (per year) \$_____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

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

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

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$_____ (per year) \$_____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

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

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

L. STATEMENT OF AVAILABLE EQUIPMENT:

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

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

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

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

- Initial submission of *Contractor Standards Pledge of Compliance*
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- Update of prior *Contractor Standards Pledge of Compliance* dated 09/18/2020.

Complete all questions and sign below.

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

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

(a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

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

Patrick Mahoney, President

Name and Title



Signature

10/27/22

Date

**City of San Diego
CONTRACTOR STANDARDS
Attachment "A"**

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

Please refer to next page.

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

Patrick Mahoney, President

Print Name, Title



Signature

10/27/22

Date



STATEMENT OF PENDING LITIGATION

A large, mature Eucalyptus tree uprooted and struck bystanders at a City of Whittier park while taking photos under the tree. Several people were injured, and one death occurred as a result of the fallen tree. Currently there are 22 plaintiffs. The case is in the beginning phases and has just been transferred to the Norwalk court jurisdiction. WCA was pulled in as a cross-complaint from the City of Whittier.

Case NO. BC656449 – Mojarro, et al. v. City of Whittier, et al.

Case No. BC666844 – Stephanie Oviatt v. City of Whittier, et al.



CITY OF SAN DIEGO

11/16/2022

OFFICE OF THE CITY TREASURER
BUSINESS TAX PROGRAM
PO BOX 122289
SAN DIEGO CA 92112-2289
(619) 615-1500 8:00 a.m. - 5:00 p.m M-F

BUSINESS ACTIVITY TAB

ACCOUNT: 2001011673

BUSINESS OWNER: WEST COAST ARBORISTS INC

FEIN: *****

BEAN:

CREATION DATE: 11/21/2001

BUSINESS START DATE: 12/01/2001

MAIL CERTIFICATE DATE:

EFFECTIVE DATE: 12/01/2022

DUE DATE: 12/01/2022

EXPIRATION DATE: 11/30/2023

PRIMARY NAICS: 23599

PRIMARY NAICS DESC: ALL OTHER SPECIAL TRADE CONTRACTORS

SECONDARY NAICS: 56171

SECONDARY NAICS DESC: PEST CONTROL

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)
GOODS AND SERVICES CONTRACTOR REQUIREMENTS

I. City's Equal Opportunity Contracting Commitment.

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

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

II. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. Disclosure of Discrimination Complaints.

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

IV. Workforce Report and Equal Opportunity Outreach Plan.

- A. Work Force Report. Contractors shall submit with their bid a Work Force Report (WFR) for approval by the City. (Attachment BB). If the City determines that there are under representations when compared to County Labor Force Availability data, then the Contractor will also be required to submit an Equal Employment Opportunity Plan (EEOP) to the City for approval. Questions regarding the WFR should be directed to the Equal Opportunity Contracting Department.
- B. Duty to Comply with Equal Opportunity Outreach Plan. A Contractor for whom an EEOP has been approved by the City shall use best efforts to comply with that EEOP.

V. Small and Local Business Program Requirements.

The City has adopted a Small and Local Business Preference Program for goods and services contracts. The SLBE requirements are set forth in Council Policy 100-10. For goods, services, and consultant contracts in which the Purchasing Agent is required to advertise for sealed bids in the City's official newspaper:

- A. The City shall apply a bid discount in the way of:
 - a. Five percent (5%) discount off the bid price for SLBE or ELBE prime contractors; or
 - b. Five percent (5%) discount off the bid price for prime contractors achieving the voluntary goal of twenty percent (20%) for SLBE or ELBE subcontractor participation set forth in Subsection B below.

The discount will not apply if an award to the discounted bidder would result in a total contract cost of \$50,000 in excess of the low, non-discounted bid. In the event of a tie between a discounted bidder and non-

discounted bidder, the discounted bidder will be awarded the contract. The discount shall be taken off the total contract value, including contract option years.

- B. Include a voluntary subcontractor participation requirement of 20% of the total bid price for SLBE or ELBEs.

VI. Maintaining Participation Levels.

- A. Bid discounts are based on the bidder's level of participation proposed prior to the award of the goods, services, or consultant contract. Bidders are required to achieve and maintain the SLBE or ELBE participation levels throughout the duration of the goods, services, or consultant contract.
- B. If the City modifies the original specifications, the bidder shall make reasonable efforts to maintain the SLBE or ELBE participation for which the bid discount was awarded. The City must approve in writing a reduction in SLBE or ELBE participation levels.
- C. Bidder shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or ELBE subcontractor.
- D. Bidder's failure to maintain SLBE or ELBE participation levels as specified in the goods, services, or consultant contract shall constitute a default and grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.
- E. The remedies available to the City under Council Policy 100-10 are cumulative to all other rights and remedies available to the City.

VII. Certifications.

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

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

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

VIII. List of Attachments.

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

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

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

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN
11/16/16	County of Orange	"Wrongful termination Acoomodate disability"	Y	Closed	Settled
09/28/15	County of Los Angeles	"Wrongful termination Acoomodate disability"	Y	Closed	Settled

Contractor Name: West Coast Arborists, Inc.

Certified By Patrick Mahoney Title President

Name


Signature

Date 10/27/22

EQUAL OPPORTUNITY CONTRACTING (EOC)

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

BB. WORK FORCE REPORT

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

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

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

Name of Company: West Coast Arborists, Inc.

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 2200 East Via Burton

City: Anaheim County: Orange State: CA Zip: 92806

Telephone Number: (714) 991-1900 Fax Number: (714) 956-3745

Name of Company CEO: Patrick Mahoney

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

Address: 8163 Commercial Street

City: La Mesa County: San Diego State: CA Zip: 91942

Telephone Number: (858) 566-4204 Fax Number: (858) 566-4098 Email: _____

Type of Business: Tree Maintenance Contractor Type of License: A, B, C21, C27, C31, C61/D49

The Company has appointed: Eliz Parra, HR Manager

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

Address: 2200 East Via Burton, Anaheim, CA 92806

Telephone Number: (714) 991-1900 Fax Number: (714) 956-3745 Email: eparra@wcainc.com

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

Check the box above that applies to this WFR.

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

I, the undersigned representative of West Coast Arborists, Inc.

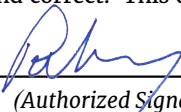
(Firm Name)

Orange, California hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 27th day of October, 2022



(Authorized Signature)

Patrick Mahoney, President

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: West Coast Arborists, Inc. DATE: 10/27/22

OFFICE(S) or BRANCH(ES): La Mesa Office COUNTY: San Diego

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

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

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

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

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

Totals Each Column			6	2								2		1
--------------------	--	--	---	---	--	--	--	--	--	--	--	---	--	---

Grand Total All Employees

11

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: West Coast Arborists, Inc. DATE: 10/27/22

OFFICE(S) or BRANCH(ES): La Mesa Office COUNTY: San Diego

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

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

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

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers			49		1				1		7			
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column			49		1				1		7			
--------------------	--	--	----	--	---	--	--	--	---	--	---	--	--	--

Grand Total All Employees 58

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

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

Work Force Report

HISTORY

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

WORK FORCE & BRANCH WORK FORCE REPORTS

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

MANAGING OFFICE WORK FORCE

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

TYPES OF WORK FORCE REPORTS:

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

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

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

RACE/ETHNICITY CATEGORIES

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

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

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

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

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

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

Exhibit A: Work Force Report Job Categories – Administration

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

Management & Financial

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

Professional

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

Architecture & Engineering, Science, Computer

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

Technical

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

Sales

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

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

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

Services

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

Crafts

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

Installers, and Repairers
Woodworkers

Operative Workers

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

Transportation

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

Laborers

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

Exhibit B: Work Force Report Job Categories-Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

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

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

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

Glaziers

Helpers, Construction Trade

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

Millwrights

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

Misc. Const. Equipment Operators

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

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

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

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

Workers, Extractive Crafts, Miners

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

COMPANY INFORMATION

Company Name: West Coast Arborists, Inc.

Company Address: 8163 Commercial Street, La Mesa, CA 91942

Company Contact Name: Robert Wrightson

Contact Phone: (619) 807-3351

CONTRACT INFORMATION

Contract Number (if no number, state location): 1690273_2

Start Date: 10/01/22

Contract Title (or description): Tree Maintenance Services

End Date: 09/30/23

Purpose/Service Provided: Tree Maintenance Services for Streets Right of Way

TERMS OF COMPLIANCE

A contractor or subcontractor working on or under the authority of an agreement subject to the Living Wage Ordinance [LWO] must comply with all applicable provisions unless specifically approved for an exemption. Basic requirements of the LWO are:

- (a) Pay covered employees the current fiscal year hourly wage rate;
- (b) If any lesser amount is applied toward the health benefits rate, add this difference to the hourly wage rate as cash;
- (c) Provide minimum of 80 compensated leave hours per year for illness, vacation, or personal need at the employee's request and permit 80 additional unpaid leave hours for personal or family illness when accrued compensated leave hours have been used;
- (d) Annually distribute a notice with the first paycheck after July 1 to inform all covered employees of LWO requirements, their possible right to Federal Earned Income Tax Credit, and possible availability of health insurance coverage under the Affordable Care Act;
- (e) Prohibit retaliation against any covered employee who alleges noncompliance with the requirements of the LWO;
- (f) Permit access for authorized City representatives to work sites and records to review compliance with the LWO; and
- (g) Maintain wage and benefit records for covered employees for 3 years after final payment.

If a subcontractor fails to submit this completed form, the prime contractor may be found in violation of the LWO for failure to ensure its subcontractor's compliance. This may result in a withholding of payments or termination of the agreement.

CONTRACTOR CERTIFICATION

By signing, the contractor certifies under penalty of perjury under laws of the State of California to the following:

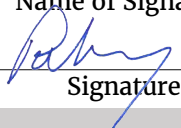
- (a) comply with the requirements of the Living Wage Ordinance; and
- (b) will perform at least fifty percent (50%) of the work with its own employees.

Patrick Mahoney

President

 Name of Signatory

 Title of Signatory


 Signature

10/27/22

 Date

FOR OFFICIAL CITY USE ONLY

Date of Receipt:

LWO Analyst:

Contract Number:

COVID-19 VACCINATION ORDINANCE

CONTRACTOR INFORMATION

Company Name: West Coast Arborists, Inc.
 Company Address: 8163 Commercial Street, La Mesa, CA 91942
 Company Contact Name: Robert Wrightson Contact Phone: (619) 807-3351

CONTRACT INFORMATION

Contract Number (if none, purchase order number): 1690273_2 Start Date: 10/01/22
 Contract Title (or description): Tree Maintenance Services End Date: 09/30/23

TERMS OF COMPLIANCE

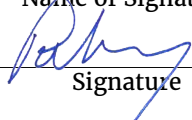
The Mandatory COVID-19 Vaccination Policy, outlined in San Diego Ordinance O-21398 (Nov. 29, 2021), requires **ALL** City of San Diego (City) contractors, who interact in close contact with City employees while providing contracted services indoors in City facilities or while performing bargaining unit work while indoors, to be fully vaccinated against COVID-19, effective January 3, 2022, as a condition for provision or continued provision of contracted services.

1. "City contractor" means a person who has contracted with the City of San Diego to provide public works, goods, services, franchise, or consultant services for or on behalf of the City, and includes a subcontractor, vendor, franchisee, consultant, or any of their respective officers, directors, shareholders, partners, managers, employees, or other individuals associated with the contractor, subcontractor, consultant, or vendor. "Person" means any natural person, firm, joint venture, joint stock company, partnership, association, club, company, corporation business trust or organization.
2. "Fully vaccinated" means a person has received, at least 14 days prior, either the second dose in a two-dose COVID-19 vaccine series or a single-dose COVID-19 vaccine, or otherwise meets the criteria for full vaccination against COVID-19 as stated in applicable public health guidance, orders, or law. Acceptable COVID-19 vaccines must be approved by the U.S. Food and Drug Administration (FDA) or authorized for emergency use by the FDA or the World Health Organization.
3. "Close Contact" means a City contractor is **within 6 feet** of a City employee for a **cumulative total of 15 minutes or more over a 24-hour period** (for example, three individual 5-minute exposures for a total of 15 minutes).
4. Contractors who interact in close contact with City employees must fully comply with the City's Mandatory COVID-19 Vaccination Policy, which may include a reporting program that tracks employee vaccination status.
5. Contractors with employees or subcontractors who interact in close contact with City employees must certify that those members of their workforce, and subcontractors regardless of tier, who work at a City facility, are fully vaccinated and that the contractor has a program to track employee compliance.
6. Contractors that have an Occupational Safety and Health Administration compliant testing program for members of their workforce, as a reasonable accommodation, may be considered for compliance.

Non-compliance with the City's Mandatory COVID-19 Vaccination Policy may result in termination of a contract for cause, pursuant to the City's General Terms and Provisions, Reference Standards, and the San Diego Municipal Code.

CONTRACTOR CERTIFICATION

By signing, I Patrick Mahoney, who is an authorized signatory of contractor West Coast Arborists, Inc., certify under penalty of perjury under the laws of the State of California, compliance with the City's Mandatory COVID-19 Vaccination Policy.

Patrick Mahoney	President
Name of Signatory	Title of Signatory
	10/27/22
Signature	Date

FOR OFFICIAL CITY USE ONLY

Date of Receipt:	P&C Staff:	Contract Number:
Date of Receipt:	Compliance Dept. Staff:	



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/30/2022

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

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

PRODUCER Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED West Coast Arborists, Inc. 2200 E Via Burton Anaheim CA 92806 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Navigators Specialty Insurance Company		36056
	INSURER B: Starr Indemnity & Liability Company		38318
	INSURER C: Starr Specialty Insurance Company		16109
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 570094282168 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			1000100141221	07/01/2022	07/01/2023	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			1000198198221	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION			SE22EXCZ059NKIC	07/01/2022	07/01/2023	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			1000004228 Workers Comp CA SIR applies per policy terms & conditions	07/01/2022	07/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

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

Re: All Operations. City of San Diego, its officers, officials, employees, and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability and Automobile Liability policies evidenced herein is primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A waiver of subrogation is granted in favor of City of San Diego, its officers, officials, employees, and volunteers in accordance with the policy provisions of the General Liability and Workers Compensation policy. Excess Liability follows form over the General Liability, Automobile Liability and Employers Liability policies.

CERTIFICATE HOLDER

CANCELLATION

City of San Diego Purchasing & Contracting Dept 1200 Third Ave Ste 200, MS 56P San Diego CA 92101-4195 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc.</i>

Holder Identifier : CDH05

Certificate No : 570094282168





ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED West Coast Arborists, Inc.	
POLICY NUMBER See Certificate Number: 570094282168			
CARRIER See Certificate Number: 570094282168	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
B		N/A		1000004229 Workers Comp AZ SIR applies per policy terms & conditions	07/01/2022	07/01/2023		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
City of San Diego, its respective elected officials, officers, employees, agents and representatives	Any operations any work that is performed
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Primary and Non-Contributory Condition

Policy Number: 1000100141221

Effective Date: July 1, 2022 at 12:01 A.M.

Named Insured: West Coast Arborists, Inc.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. SECTION IV – CONDITIONS, condition 4. Other Insurance is amended as follows:


1. The following is added to paragraph **4.a.** of the **Other Insurance** condition:

This insurance is primary insurance as respects our coverage to the additional insured, where the written contract or written agreement requires that this insurance be primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured is a Named Insured.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Signed for STARR INDEMNITY & LIABILITY COMPANY


Steve Blakey, President


Nehemiah E. Ginsburg, General Counsel

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

Named Insured: West Coast Arborists, Inc.
Endorsement Effective Date: 07/01/2022

SCHEDULE

Name Of Person(s) Or Organization(s): Where required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

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

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2.0% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.

Job Description

Where required by contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 07/01/2022

Policy No.: 100 0004228

Endorsement No.:

Insured: West Coast Arborists, Inc.

Premium:

Insurance Company: Starr Specialty & Liability Company

Countersigned by:



EXHIBIT D

WAGE REQUIREMENTS: SERVICE AND MAINTENANCE CONTRACTS EXECUTED ON OR AFTER JANUARY 1, 2015

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

A. PREVAILING WAGES. Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, Bidder and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below. This requirement is in addition to the requirement to pay Living Wage pursuant to San Diego Municipal Code Chapter 2, Article 2, Division 42. Bidder must determine which per diem rate is highest for each classification of work (i.e. Prevailing Wage Rate or Living Wage Rate), and pay the highest of the two rates to their employees. Living Wage applies to workers who are not subject to Prevailing Wage Rates.

1. Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, Bidder and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

1.1. Copies of such prevailing rate of per diem wages are on file at the City of San Diego's Equal Opportunity Contracting Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Bidder and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date

of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

2. Penalties for Violations. Bidder and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.

3. Payroll Records. Bidder and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Bidder shall require its subcontractors to also comply with section 1776. Bidder and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Bidder is responsible for ensuring its subcontractors submit certified payroll records to the City. Bidder and its subcontractors shall also furnish the records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required in Labor Code section 1771.4.

4. Apprentices. Bidder and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Bidder shall be held responsible for their compliance as well as the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.

5. Working Hours. Bidder and its subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

6. Required Provisions for Subcontracts. Bidder shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

7. Labor Code Section 1861 Certification. Bidder in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Bidder certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

8. Labor Compliance Program. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when

payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

9. Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. A Bidder or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or enter into any contract for public work, as defined in this chapter of the Labor Code unless currently registered and qualified to perform the work pursuant to Section 1725.5. In accordance with Labor Code section 1771.1(a), “[i]t is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

9.1. A Bidder's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in a response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered contractor pursuant to Public Contract Code section 4107.

9.2. A Contract entered into with any Bidder or subcontractor in violation of Labor Code section 1771.1(a) shall be subject to cancellation, provided that a Contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, Bidder, or any subcontractor to comply with the requirements of section 1725.5 of this section.

9.3. By submitting a bid or proposal to the City, Bidder is certifying that he or she has verified that all subcontractors used on this public works project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Bidder shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.

10. Stop Order. For Bidder or its subcontractor(s) engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered Bidder or unregistered subcontractor(s) on ALL public works until the unregistered Bidder or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.

11. List of all Subcontractors. The City may ask Bidder for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers,

utilized on this contract at any time during performance of this contract, and Bidder shall provide the list within ten (10) working days of the City's request. Additionally, Bidder shall provide the City with a complete list of all subcontractors utilized on this contract (regardless of tier), within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Bidder until at least 30 days after this information is provided to the City.

12. Exemptions for Small Projects. There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Bidder shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

12.1. Registration. The Bidder will not be required to register with the DIR for small projects. (Labor Code section 1771.1).

12.2. Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Bidder will need to keep those records for at least three years following the completion of the contract. (Labor Code section 1771.4).

12.3. List of all Subcontractors. The Bidder shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 11 above. (Labor Code section 1773.3).

B. Living Wages. This Contract is subject to the City's Living Wage Ordinance (LWO), codified in San Diego Municipal Code Chapter 2, Article 2, Division 42. Bidder agrees to require all of its subcontractors, sublessees, and concessionaires subject to the LWO to comply with the LWO and all applicable regulations and rules.

1. Payment of Living Wages. Pursuant to San Diego Municipal Code section 22.4220(a), Bidder and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the required minimum hourly wage rates and health benefits rate unless an exemption applies.

1.1 Copies of such living wage rates are available on the City website at <https://www.sandiego.gov/purchasing/programs/livingwage/>. Bidder and its subcontractors shall post a notice informing workers of their rights at each job site or a site frequently accessed by covered employees in a prominent and accessible place in accordance with San Diego Municipal Code section 22.4225(e).

1.2 LWO wage and health benefit rates are adjusted annually in accordance with San Diego Municipal Code section 22.4220(b) to reflect the Consumer Price Index. Service contracts, financial assistance agreements, and City facilities agreements must include this upward adjustment of wage rates to covered employees on July 1 of each year.

2. Compensated Leave. Pursuant to San Diego Municipal Code section 22.4220(c), Bidder and its subcontractors shall provide a minimum of eighty (80)

hours per year of compensated leave. Part-time employees must accrue compensated leave at a rate proportional to full-time employees.

3. Uncompensated Leave. Bidder and its subcontractors must also permit workers to take a minimum of eighty (80) hours of uncompensated leave per year to be used for the illness of the worker or a member of his or her immediate family when the worker has exhausted all accrued compensated leave.

4. Enforcement and Remedies. City will take any one or more of the actions listed in San Diego Municipal Code section 22.4230 should Bidder or its subcontractors are found to be in violation of any of the provisions of the LWO.

5. Payroll Records. Bidder and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Bidder is responsible for ensuring its subcontractors submit certified payroll records to the City.

5.1 For contracts subject to both living wage and prevailing wage requirements, only one submittal will be required. Submittals by a Bidder and all subcontractors must comply with both ordinance requirements.

6. Certification of Compliance. San Diego Municipal Code section 22.4225 requires each Bidder to fill out and file a living wage certification with the Living Wage Program Manager within thirty (30) days of Award of the Contract.

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

8. Exemption from Living Wage Ordinance. Pursuant to San Diego Municipal Code section 22.4215, this Contract may be exempt from the LWO. For a determination on this exemption, Bidder must complete the Living Wage Ordinance Application for Exemption.

C. Highest Wage Rate Applies. Bidder is required to pay the highest applicable wage rate where more than one wage rate applies.