

October 23, 2018

CITY OF SAN DIEGO

Request for Proposal Landscape Maintenance
Calle Cristobal Maintenance Assessment District (MAD)

Solicitation Number: 10089501-19-M
Due Date and Time ("Closing Date"):

October 23, 2018 3:00 PM

City Contact:
Christopher Moore, Supervising
Procurement Contracting Officer
1200 Third Avenue, Suite 200 San Diego, CA. 92101
Cmoore@sandiego.gov (619) 236-7254

Prepared by:
Treebeard Landscape, Inc.
9917 Campo Rd.
Spring Valley, CA. 91979
(619) 697-8302

info@treebeardlandscape.com

P.O. Box 2777, Spring Valley, California 91979 (619) 697-8302 F (619) 697-8302



October 23, 2018

Christopher Moore, Supervising
Procurement Contracting Officer
1200 Third Avenue, Suite 200 San Diego, California 92101
Cmoore@sandiego.gov (619) 236-7254

Chris,

RE: Request for Proposal Landscape Maintenance
Calle Cristobal Maintenance Assessment District (MAD)
Solicitation Number: 10089501-19-M.

Treebeard Landscape, Inc. is prepared and committed to accept all terms and conditions as outlined in the RFP 10089501-19-M.

Thank you,

Diane Patterson
General Manager

Section 2.11 - Table of Contents

	Page One
Title Page	1
TAB A	2
I. Contract Resulting from request for Proposal Number	3-5
II. 100894941-18-M	
III. EXHIBIT A - Submission of Information and Forms	
2.1 – Proposal Submission and Requirements	6-13
2.3 - The Contractor Standards Pledge of Compliance Form	14-26
Sub-Contractor DIR Information	27-34
Sub-Contractor experience with Contractor	35
List of Suppliers	36
2.4 – Statement of Available Equipment	37-41
2.4 - Equal Opportunity Contracting forms, Work Force Report	
Contractor Certification of Pending Actions	42-52
2.4 Living Wage Ordinance Certificate of Compliance	53
2.5 Licenses	54-61
California Contractor License	
Pest Control Qualified Applicator Certificate	
Pest Control Business License	
Pest Control Advisor	
Recycle Water Site Supervisor Certificate	
Treebeard Landscape, DIR Number	
City of San Diego Business Certificate	
2.6 Manufacturer's Price List	62
2.9 Safety Data Sheets for each product brand name labels	
Ranger Pro	63-92
Milorganite	93-102
Turf Supreme 16-6-8	103-106
Merit	107-116
TAB B – Executive Summary and Responses to Specifications	117
IV. 2.12 Executive Summary	118
V. 2.13 Proposer's Response to the RFP	119
Staffing Plan/Roles of Personnel Responsibilities	120
Experience and Qualifications	121
Resumes	
Non-Working Supervisor/Accounts Manager	122
Irrigation Supervisor/Technician	123
Landscape Foremen	124
Laborers	125-127
Live Scan Background Checks	128
Geographical Location of Contractors Location to Job Location	129
Geographical Location of personnel for required task	130-131
Yearly Schedule of all Landscape Maintenance Tasks	132-135
Employee Safety Program	136
Quality Control Management Plan	137
Current Contracts with City of San Diego	138
Purchase Orders of work with a similar scope of work as RFP and	
References of Proposer	139-164

Section 2.11 - Table of Contents

Page Two

Examples of work completed for Extra Ordinary Labor 165-167

VI. Tab C

168

Exhibit B - Specifications 169-206

Schedule of Task Costs 207-216

Exhibit C - General Contract Terms and Provisions. 217-235

Exhibit D - Wage Requirement 239-242



**Request for Proposal (RFP) for
Landscape Maintenance for Calle Cristobal Maintenance Assessment District (MAD)**

Solicitation Number: 10089501-19-M

Solicitation Issue Date: September 24, 2018

Mandatory Pre-Bid Conference: October 4, 2018 @ 10:00 a.m.

Mandatory Site Inspections: N/A

Questions and Comments Due: October 9, 2018 @ 12:00 p.m.

Response Due Date and Time ("Closing Date"): October 23, 2018 @ 3:00 p.m.

Contract Terms: 5 (five) years from Effective Date, as defined in Article I, Section 1.2 of the City's General Contract Terms and Conditions.

City Contact: Christopher Moore, Supervising Procurement Contracting Officer
1200 Third Avenue, Suite 200
San Diego, California 92101
Cmoore@sandiego.gov
(619) 236-7254

Submissions: Respondent is required to provide three (3) original and one (1) electronic copy (e.g. thumb drive or CD) of their response as described herein.

Completed and signed RFP signature page is required, with most recent addendum listed as acknowledgement of all addenda issued.

Note: Emailed submissions will not be accepted.



Treebeard **Landscape**

October 23, 2018

City of San Diego
Landscape Maintenance for
Calle Cristobal (MAD)
RFP 10089501-19-M

TAB A

②

info@treebeardlandscape.com

P.O. Box 2777, Spring Valley, California 91970 (619) 697-8888 F (619) 697-8888

CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10089501-19-M

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # 10089501-19-M (Contractor).

RECITALS

On or about 9/24/2018, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide the services.

City wishes to retain Contractor to provide Landscape Maintenance for Calle Cristobal Maintenance Assessment District (MAD) as further described in the Scope of Work, attached hereto as Exhibit B. (Services).

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

**ARTICLE I
CONTRACTOR SERVICES**

1.1 Scope of Work. Contractor shall provide the Services to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Services.

1.2 General Contract Terms and Provisions. This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

**ARTICLE II
DURATION OF CONTRACT**

2.1 Term. This Contract shall be for a period of five (5) years beginning on the Effective Date. Unless otherwise terminated, this Contract shall be effective until completion of the Scope of Service. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

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

**ARTICLE III
COMPENSATION**

3.1 Amount of Compensation. City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed Contractor's Pricing Page(s) the time and in the manner set forth in the Contract Documents for first (1st) initial year of Executed Contract.

**ARTICLE IV
WAGE REQUIREMENTS**

4.1 By submitting a response to this RFP, Contractor certifies that he or she is aware of, and agrees to comply with, the wage provisions described in Exhibit D, Wage Requirements, which is incorporated herein by reference, before commencing Services.

**ARTICLE V
CONTRACT DOCUMENTS**

5.1 Contract Documents. The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto, the RFP; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the RFP, if any.

5.2 Contract Interpretation. The Contract Documents completely describe the Services to be provided. Contractor will provide any Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

5.3 Precedence. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The 1st document has the highest priority. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

- 1st Any properly executed written amendment to the Contract
- 2nd The Contract
- 3rd The RFP and the City's written acceptance of any exceptions or clarifications to the RFP, if any
- 4th Contractor's Pricing

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

5.5 **Public Agencies.** Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

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

CONTRACTOR

CITY OF SAN DIEGO
A Municipal Corporation

Treebeard Landscape
Proposer

BY: [Signature]

9917 Campo. Rd.
Street Address

Print Name:

Spring valley CA
City 91979

Kristina Peraita
Director, Purchasing & Contracting
Department

619-697-8302
Telephone No.

12 MAR 2019
Date Signed

info@treebeardlandscape.com
E-Mail

BY:

Diana Patterson

Signature of
Proposer's Authorized
Representative

Diana Patterson
Print Name

Office manager
Title

10/22/18
Date

Approved as to form this 29th day of
March, 20 19.
MARA W. ELLIOTT, City Attorney

BY: [Signature]
Deputy City Attorney

EXHIBIT A
PROPOSAL SUBMISSION AND REQUIREMENTS

A. PROPOSAL SUBMISSION

1. Timely Proposal Submittal. Proposals must be submitted as described herein to the Purchasing & Contracting Department (P&C).

1.1 Reserved.

1.2 Paper Proposals. The City will accept paper proposals in lieu of eProposals. Paper proposals must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed proposals will not be accepted.

1.3 Proposal Due Date. Proposals must be submitted prior to the Closing Date indicated on the eBidding System. E-mailed and/or faxed proposals will not be accepted.

1.4 Pre-Proposal Conference. Pre-proposal conference information is noted on the eBidding System.

1.4.1 Proposers are required to attend the pre-proposal conference. Proposer's failure to attend will result in disqualification.

1.5 Questions and Comments. Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all proposers who are on record as having received this RFP, via its eBidding System. No oral communications can be relied upon for this RFP. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this RFP.

1.6 Contact with City Staff. Unless otherwise authorized herein, proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are prohibited from communicating with City staff about this RFP from the date this RFP is issued until a contract is awarded.

2. Proposal Format and Organization. Unless electronically submitted, all proposals should be securely bound and must include the following completed and executed forms and information presented in the manner indicated below:

Tab A – Submission of Information and Forms.

2.1 Exceptions requested by proposer, if any. The proposer must present written factual or legal justification for any exception requested to the Scope of Work, the Contract, or the Exhibits thereto. Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of proposer's exceptions, reject proposer's exceptions, and deem the proposal non-responsive, or award the Contract without proposer's proposed exceptions. The City will not consider exceptions addressed elsewhere in the proposal.

2.2 The Contractor Standards Pledge of Compliance Form.

2.3 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

2.4 Living Wage Ordinance Certification of Compliance.

2.5 Licenses as required in Exhibit B.

2.6 Manufacturer's Price List.

2.6 Additional Information as required in Exhibit B.

2.7 Reserved.

2.8 Reserved.

2.9 One copy of the safety data sheet (SDS) for each product bid. Only those products whose label and MSDS clearly state the contents, hazard potential, and protective measures required shall be considered for purchase.

Tab B – Executive Summary and Responses to Specifications.

2.10 A title page.

2.11 A table of contents.

2.12 An executive summary, limited to one typewritten page, that provides a high-level description of the proposer's ability to meet the requirements of the RFP and the reasons the proposer believes itself to be best qualified to provide the identified services.

2.13 Proposer's response to the RFP.

Tab C – Cost/Price Proposal (if applicable). Proposers shall submit a cost proposal in the form and format described herein. Failure to provide cost(s) in the form and format requested may result in proposal being declared non-responsive and rejected.

3. Proposal Review. Proposers are responsible for carefully examining the RFP, the Specifications, this Contract, and all documents incorporated into the Contract by reference before submitting a proposal. If selected for award of contract, proposer shall be bound by same unless the City has accepted proposer's exceptions, if any, in writing.

4. Addenda. The City may issue addenda to this RFP as necessary. All addenda are incorporated into the Contract. The proposer is responsible for determining whether addenda were issued prior to a proposal submission. Failure to respond to or properly address addenda may result in rejection of a proposal.

5. Quantities. The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the demands of the City. Any variations from the estimated quantities shall not entitle the proposer to an adjustment in the unit price or any additional compensation.

6. Quality. Unless otherwise required, all goods furnished shall be new and the best of their kind.

6.1 Items Offered. Proposer shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the proposal.

6.2 Brand Names. Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality, or reliability standards and requirements of the City. Proposer may offer an equivalent or equal in response to a brand name referenced (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of contract. If the proposer offers an item of a manufacturer or vendor other than that specified, the proposer must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the proposer's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.

7. Modifications, Withdrawals, or Mistakes. Proposer is responsible for verifying all prices and extensions before submitting a proposal.

7.1 Modification or Withdrawal of Proposal Before Proposal Opening. Prior to the Closing Date, the proposer or proposer's authorized representative may modify or withdraw the proposal by providing written notice of the proposal modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

7.2 Proposal Modification or Withdrawal of Proposal After Proposal Opening. Any proposer who seeks to modify or withdraw a proposal because of the proposer's inadvertent computational error affecting the proposal price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The proposer shall provide worksheets and such other information as may be required

by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the proposer to prove the inadvertent error. If, as a result of a proposal modification, the proposer is no longer the apparent successful proposer, the City will award to the newly established apparent successful proposer. The City's decision is final.

8. Incurred Expenses. The City is not responsible for any expenses incurred by proposers in participating in this solicitation process.

9. Public Records. By submitting a proposal, the proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the proposer must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the proposer does not provide a specific and detailed legal basis for requesting the City to withhold proposer's confidential or proprietary information at the time of proposal submittal, City will release the information as required by the CPRA and proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the proposer's obligation to defend, at proposer's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the proposer's request. Furthermore, the proposer shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at proposer's request. Nothing in the Contract resulting from this proposal creates any obligation on the part of the City to notify the proposer or obtain the proposer's approval or consent before releasing information subject to disclosure under the CPRA.

10. Right to Audit. The City Auditor may access proposer's records as described in San Diego Charter section 39.2 to confirm contract compliance.

B. PRICING

1. Fixed Price. All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this RFP. The lowest total estimated contract price of all the proposals that meet the requirements of this RFP will receive the maximum assigned points to this category as set forth in this RFP. The other price schedules will be scored based on how much higher their total estimated contract prices compare with the lowest:

$$(1 - \frac{(\text{contract price} - \text{lowest price})}{\text{lowest price}}) \times \text{maximum points} = \text{points received}$$

For example, if the lowest total estimated contract price of all proposals is \$100, that proposal would receive the maximum allowable points for the price category. If the total estimated contract price of another proposal is \$105 and the maximum allowable points is 60 points, then that proposal would receive $(1 - ((105 - 100) / 100) \times 60 = 57$ points, or 95% of the maximum points. The lowest score a proposal can receive for this category is zero points (the score cannot be a negative number). The City will perform this calculation for each Proposal.

2. Taxes and Fees. Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of proposals.

3. Escalation. An escalation factor is not allowed unless called for in this RFP. If escalation is allowed, proposer must notify the City in writing in the event of a decline in market price(s) below the proposal price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

4. Unit Price. Unless the proposer clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire proposal, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

C. EVALUATION OF PROPOSALS

1. Award. The City shall evaluate each responsive proposal to determine which proposal offers the City the best value consistent with the evaluation criteria set forth herein. The proposer offering the lowest overall price will not necessarily be awarded a contract.

2. Sustainable Materials. Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

3. Evaluation Process.

3.1 Process for Award. A City-designated evaluation committee (Evaluation Committee) will evaluate and score all responsive proposals. The Evaluation Committee may require proposer to provide additional written or oral information to clarify responses. Upon completion of the evaluation process, the Evaluation Committee will recommend to the Purchasing Agent that award be made to the proposer with the highest scoring proposal.

3.2 Optional Interview/Oral Presentation. The City may require proposers to interview and/or make an oral presentation.

3.3 Mandatory Interview/Oral Presentation. The City will require proposers to interview and/or make an oral presentation if one or more proposals score within _____ (____) points or less of the proposal with the highest score. Only the proposer with the highest scoring proposal and those proposers scoring within _____ (____) points or less of the highest scoring proposal will be asked to interview and/or make an oral presentation. Interviews and/or oral presentations will be made to the Evaluation Committee in order to clarify the proposals and to answer any questions. The interviews and/or oral presentations will be scored as part of the selection process. The City will complete all reference checks prior to any oral interview. Additionally, the Evaluation Committee may require proposer's key personnel to interview. Interviews may be by telephone and/or in person. Multiple interviews may be required. Proposers are required to complete their oral presentation and/or interviews within seven (7) workdays after the City's request. Proposers should be prepared to discuss and substantiate any of the areas of the proposal submitted, as well as proposer's qualifications to furnish the subject goods and services. Proposer is responsible for any costs incurred for the oral presentation and interview of the key personnel.

3.4 Discussions/Negotiations. The City has the right to accept the proposal that serves the best interest of the City, as submitted, without discussion or negotiation. Contractors should, therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals. The City may negotiate the terms of a contract with the winning proposer based on the RFP and the proposer's proposal, or award the contract without further negotiation.

3.5 Inspection. The City reserves the right to inspect the proposer's equipment and facilities to determine if the proposer is capable of fulfilling this Contract. Inspection will include, but not limited to, survey of proposer's physical assets and financial capability. Proposer, by signing the proposal agrees to the City's right of access to physical assets and financial records for the sole purpose of determining proposer's capability to perform the Contract. Should the City conduct this inspection, the City reserves the right to disqualify a proposer who does not, in the City's judgment, exhibit the sufficient physical and financial resources to perform this Contract.

3.6 Evaluation Criteria. The following elements represent the evaluation criteria that will be considered during the evaluation process:

	MAXIMUM EVALUATION POINTS
A. Responsiveness to the RFP.	15
1. Requested information included and thoroughness of response	
2. Understanding of the project and ability to deliver under Exhibit B	
3. Technical Aspects	
B. Staffing Plan.	30
1. Qualifications of personnel adequate for requirement	
2. Availability/Geographical location of personnel for required tasks	
3. Clearly defined Roles/Responsibilities of personnel	
4. Documentation proof for Staff who have passed/cleared any security background checks	
C. Firm's Capability to provide the services and expertise and Past Performance as it relates to this contract.	35
1. Relevant experience of the Firm and subcontractors	
2. Previous relationship of firm and subcontractors on similar projects	
3. Landscape experience	
4. Other pertinent experience	
5. Location in the general geographical area of the project and knowledge of the locality of the Project	
6. Past/Prior Performance	
7. Capacity/Capability to meet The City of San Diego needs in a timely manner	
8. Reference checks	
D. Price.	20
E. Reserved	
SUB TOTAL MAXIMUM EVALUATION POINTS:	100
F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*	12
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	112

*The City shall apply a maximum of an additional 12 percentage points to the proposer's final score for SLBE OR ELBE participation. Refer to Equal Opportunity Contracting Form, Section V.

D. ANNOUNCEMENT OF AWARD

1. Award of Contract. The City will inform all proposers of its intent to award a Contract in writing.

2. Obtaining Proposal Results. No solicitation results can be obtained until the City announces the proposal or proposals best meeting the City's requirements. Proposal results may be obtained by: (1) e-mailing a request to the City Contact identified on the eBidding System or (2) visiting the P&C eBidding System to review the proposal results. To ensure an accurate response, requests should reference the Solicitation Number. Proposal results will not be released over the phone.

3. Multiple Awards. City may award more than one contract by awarding separate items or groups of items to various proposers. Awards will be made for items, or combinations of items, which result in the lowest aggregate price and/or best meet the City's requirements. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

E. PROTESTS. The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful proposers with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

F. SUBMITTALS REQUIRED UPON NOTICE TO PROCEED. The successful proposer is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice to Proceed letter:

1. Insurance Documents. Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions.

2. Taxpayer Identification Number. Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

3. Business Tax Certificate. Unless the City Treasurer determines a business is exempt, all businesses that contract with the City must have a current business tax certificate.

4. Reserved.

5. Payment Card Industry Data Security Documents. Evidence of all required documents, as described in Exhibit B.

The City may find the proposer to be non-responsive and award the Contract to the next highest scoring responsible and responsive proposer if the apparent successful proposer fails to timely provide the required information or documents.

** 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.

Diane Patterson

General Manager

Name

Title/Position

El Cajon, CA

City and State of Residence

Employer (if different than Bidder/Proposer)

Employee of Treebeard Landscape

Interest in the transaction

Craig DesLauriers

Owner - 50 percent

Name

Title/Position

Jamul, CA

City and State of Residence

Employer (if different than Bidder/Proposer)

Owner of 50% Treebeard Landscape

Interest in the transaction

Name

Title/Position

City and State of Residence

Employer (if different than Bidder/Proposer)

Interest in the transaction

Name

Title/Position

City and State of Residence

Employer (if different than Bidder/Proposer)

Interest in the transaction

Name

Title/Position

City and State of Residence

Employer (if different than Bidder/Proposer)

Interest in the transaction

Name

Title/Position

City and State of Residence

Employer (if different than Bidder/Proposer)

Interest in the transaction

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

C. OWNERSHIP AND NAME CHANGES:

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

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

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

If Yes, attach proof of status to this submission.

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

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

D. BUSINESS ORGANIZATION/STRUCTURE:

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

Corporation Date incorporated: 1978 State of incorporation: California

List corporation's current officers: President: Tim C. Hillman
Vice Pres: _____
Secretary: Craig R. DesLauriers
Treasurer: Craig R. DesLauriers

Type of corporation: C Subchapter S

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

If Yes, after what date: October 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:

Craig DesLauwers - see / Treas PO Box 2777
Spring Valley, CA 91979 50%
Tim Hillman - president - 3711 So. Bonifast
Spring Valley CA 91979 50%

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: California Bank and Trust

Point of Contact: Teresa Patterson

Address: 3787 Avocado Blvd. La Mesa, CA. 91941

Phone Number: 619-670-0333

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.: B1978044007 Year Issued: 2018

F. PERFORMANCE HISTORY:

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

Yes No

If Yes, use Attachment A to explain specific circumstances.

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

Yes No

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

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

Yes No

If Yes, use Attachment A to explain specific circumstances.

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

Yes No

If Yes, use Attachment A to explain specific circumstances.

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

Yes No

If Yes, use Attachment A to explain specific circumstances.

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

Yes No

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

7. Performance References:

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

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

See attached Reference Sheet
Company Name: _____

Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date: _____

Contract Amount: _____

Requirements of Contract: _____

See attached Reference sheet

Company Name: _____

Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date: _____

Contract Amount: _____

Requirements of Contract: _____

Company Name: See attached Reference sheet

Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date: _____

Contract Amount: _____

Requirements of Contract: _____

G. COMPLIANCE:

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

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

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

20

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 # _____

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

J. WAGE COMPLIANCE:

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

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

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

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

Company Name: Greenbrier Lawn and Tree Expert
Address: 3616 Bancroft Dr. Spring Valley, CA. 91979
Contact Name: Javier Vargas Phone: 619-469-8720 Email: admin@greenbrier.lawntree.com
Contractor License No.: 357725 DIR Registration No.: 1000014662
Sub-Contract Dollar Amount: \$ TBD (per year) \$ TBD (total contract term)
Scope of work subcontractor will perform: Arborist
Identify whether company is a subcontractor or supplier: Contractor

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: Southland Electric
Address: 4950 Greencraig Lane San Diego, CA 92123
Contact Name: Leanne Peterson Phone: 858-634-5050 Email: LeannP@Southlandelectn.com
Contractor License No.: 354236 DIR Registration No.: 1000000060
Sub-Contract Dollar Amount: \$ TBD (per year) \$ TBD (total contract term)
Scope of work subcontractor will perform: Electrical
Identify whether company is a subcontractor or supplier: Sub-Contractor

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

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

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

Company Name: Lloyd Pest Control
 Address: 1331 morena Blvd. Ste 300 SD CA 92110
 Contact Name: Debbie Tarranto Phone: _____ Email: debbie.tarranto@lloydpest.com
 Contractor License No.: PR 813 DIR Registration No.: 100001074
 Sub-Contract Dollar Amount: \$ TBD (per year) \$ TBD (total contract term)
 Scope of work subcontractor will perform: Pest control, Bee Removal
 Identify whether company is a subcontractor or supplier: Sub-contractor
 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: Two oak Sweeping DBA: Day & Night
 Address: 1235 Pierre way ste A El Cajon Street CA 92021
 Contact Name: Warren Phone: _____ Email: warren@sandiegosweeper.com
 Contractor License No.: none DIR Registration No.: 1000011045
 Sub-Contract Dollar Amount: \$ TBD (per year) \$ TBD (total contract term)
 Scope of work subcontractor will perform: Street Sweeping
 Identify whether company is a subcontractor or supplier: Sub contractor
 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 _____.

State of California

Department of Industrial Relations

Home

Occupational Safety & Health

Workers' Compensation

Unemployment Insurance

Workers' Benefits

Workers' Compensation Office

Public Works

Public Works Contractor (PWC) Registration Search

Public Works Contractor (PWC) Registration Search

Enter at least one search criteria to display registered public works contractor(s) matching your selections.

Note: Search results will display all of the public works contractor registrations, both current and expired.

Make sure the proper registration fiscal year is selected when performing a search.

Registration Fiscal Year:

7/1/2018 - 6/30/2019

PWC Registration Number:

example: 1234567890

Contractor Legal Name:

southland electric

License Number:

example: 123456

Contractor License Lookup

County:

Select County

This is a listing of PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code.)

Export as: Excel | PDF

Search Results

One registered contractor found. 1

27

Details	Legal Name	Registration Number	County	City	License Type/Number(s)	Current Status	Registration Date	Expiration Date
View	SOUTHLAND ELECTRIC, INC.	1000000060	SAN DIEGO	SAN DIEGO	CSLB:354236	Active	06/14/2018	06/30/2019

v2.20171120

About DIR

Who we are

DIR Divisions, Boards & Commissions

Contact DIR

Work with Us

Jobs at DIR

Licensing, registrations, certification & permits

Required Notifications

Public Records Requests

Learn More

Acceso al idioma

Frequently Asked Questions

Site Map



Home

Home > About DIR

Home > About DIR > Who we are

Home > About DIR > Who we are > Who we are

Home > About DIR > Who we are

Home > About DIR > Who we are > Who we are

Home > About DIR > Who we are > Who we are



State of California

Department of Industrial Relations

California Labor

Occupational Safety & Health

Unemployment Insurance

Public Works

Contractors License

Construction Finance

General



Public Works | Public Works Contractor (PWC) Registration Search

Public Works Contractor (PWC) Registration Search

Enter at least one search criteria to display registered public works contractor(s) matching your selections.

Note: Search results will display all of the public works contractor registrations, both current and expired.

Make sure the proper registration fiscal year is selected when performing a search.

Registration Fiscal Year:

PWC Registration Number:

Contractor Legal Name:

License Number: [Contractor License Lookup](#)

County:

This is a listing of PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code.)

Export as: [Excel](#) | [PDF](#)

Search Results

One registered contractor found. 1

29

State of California

Department of Industrial Relations

Public Works

Public Works Contractor (PWC) Registration Search

Registration Fiscal Year

PWC Registration Number

Contractor Legal Name

License Number

County

Public Works | Public Works Contractor (PWC) Registration Search

Public Works Contractor (PWC) Registration Search

Enter at least one search criteria to display registered public works contractor(s) matching your selections.

Note: Search results will display all of the public works contractor registrations, both current and expired.

Make sure the proper registration fiscal year is selected when performing a search.

Registration Fiscal Year:

PWC Registration Number:

Contractor Legal Name:

License Number:

[Contractor License Lookup](#)

County:

19 results

1/1/2018

This is a listing of PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code.)

31

Export as: [Excel](#) | [PDF](#)

Search Results

19 registered contractors found, displaying all registered contractors. 1

Details	Legal Name	Registration Number	County	City	License Type/Number(s)	Current Status	Registration Date	Expiration Date
View	ROSEVILLE TERMITE AND PEST CONTROL	1000018543	PLACER	ROSEVILLE	OTHR:PR1865	Active	07/16/2018	06/30/2019
View	RES COM PEST CONTROL TAYLOR BROTHERS INC	1000009946	TULARE	TULARE	OTHR:OPR8519	Active	06/07/2018	06/30/2019
View	PARAMOUNT PEST CONTROL OF CENTRAL VALLEY	1000015478	STANISLAUS	CERES	OTHR:PR 0670	Active	07/01/2018	06/30/2019
View	MEDINA PEST CONTROL, INC.	1000051213	LOS ANGELES	HACIENDA HEIGHTS	OTHR:OPR 11271	Active	07/12/2018	06/30/2019
View	* LLOYD PEST CONTROL, INC.	1000011076	SAN DIEGO	SAN DIEGO	OTHR:PR813	Active	06/19/2018	06/30/2019
View	HYDREX PEST CONTROL OF THE NORTH BAY, INC.	1000042990	SONOMA	PETALUMA	OTHR:PR639 OTHR:OPR11616	Active	08/06/2018	06/30/2019
View	HARBOR PEST CONTROL, INC	1000054010	SAN DIEGO	SAN DIEGO	OTHR:PR 441	Active	06/27/2018	06/30/2019
View	EPIC PEST CONTROL & LANDSCAPE SERVICES, INC.	1000004532	SAN DIEGO	LA MESA	CSLB:981711	Active	06/14/2018	06/30/2019
View	ELIMINATOR PEST CONTROL	1000026543	OUT OF STATE	LAKE HAVASU CITY	OTHR:PR 3744	Active	06/15/2018	06/30/2019
View	DEWEY SERVICES, INC DBA DEWEY PEST CONTROL	1000025527	LOS ANGELES	PASADENA	OTHR:PR1652	Active	07/25/2018	06/30/2019
View	CORKYS PEST CONTROL, INC	1000038407	SAN DIEGO	SAN MARCOS	OTHR:PCM31164	Active	06/27/2018	06/30/2019

State of California

Department of Industrial Relations

Labor Law

Occupational Safety & Health

Unemployment Compensation

Public Employment

Public Works Contractors

Public Works Offices

Resources

Public Works > Public Works Contractor (PWC) Registration Search

Public Works Contractor (PWC) Registration Search

Enter at least one search criteria to display registered public works contractor(s) matching your selections.

Note: Search results will display all of the public works contractor registrations, both current and expired.

Make sure the proper registration fiscal year is selected when performing a search.

Registration Fiscal Year:

PWC Registration Number:

Contractor Legal Name:

License Number:

[Contractor License Lookup](#)

County:

[Home](#)

[Contact Us](#)

This is a listing of PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code.)

Export as: [Excel](#) | [PDF](#)

Search Results

One registered contractor found. 1



Details	Legal Name	Registration Number	County	City	License Type/Number(s)	Current Status	Registration Date	Expiration Date
View	TWO OAKS SWEEPING LLC	1000011405	SAN DIEGO	EL CAJON	NONE:NONE	Active	05/01/2018	06/30/2019

v2.20171120

About DIR

Who we are

DIR Divisions, Boards & Commissions

Contact DIR

Work with Us

Jobs at DIR

Licensing, registrations, certifications & permits

Required Notifications

Public Records Requests

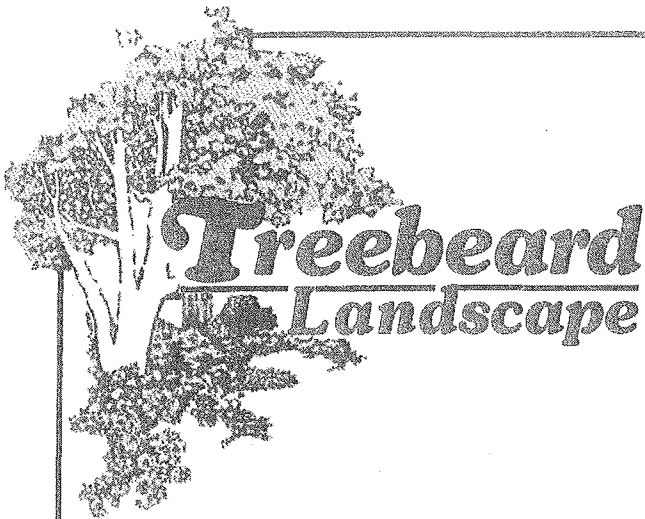
Learn More

Acceso al idioma

Frequently Asked Questions

Site Map





October 23, 2018

City of San Diego
Landscape Maintenance for
Calle Cristobal (MAD)
RFP 10089501-19-M

Sub-Contractors

Greenbrier Lawn and Tree Expert –
3616 Bancroft Drive
Spring Valley, CA. 91979 – DIR #1000014662

Treebeard Landscape and Green Lawn and Tree Expert have been doing business together since 1990 and have a great working relationship. Their services are ornamental pruning, stump grinding and general over all tree trimming services.

Lloyds Pest Control Service –
1331 Morena Blvd. Ste. 300
San Diego, CA. 92110 – DIR #100001076

Lloyds Pest Control Service has been family owned since 1931. They can take care of all our pest control needs. We would be primarily be using their services for bee hive or wasp nest removal.

Two Oaks Street Sweeping/Day and Night Street Sweeping -
1235 Pierre Way Ste. A
El Cajon, CA. 92021 – DIR #1000011045

Treebeard Landscape has been using Day and Night Street Sweeping service for all our street sweeping needs. We have several long-standing contracts with them for City of San Diego MAD's since 1995.

Southland Electric –
4950 Greencraig Lane
San Diego, CA. 92123 – DIR #1000000060

Southland Electrical is one of San Diego's most trusted electrician contractor. They have been in business for over 40 years and are 100% a woman owned business. We will be using their electrical services for low and medium voltage electrical services. Their reputation is very reputable in San Diego County.

35

info@treebeardlandscape.com

P.O. Box 2777, Spring Valley, California 91979 (619) 697-8302 Fax (619) 697-0820

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

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

Company Name: Site DVR
Address: 5805 Kearnyville Rd SD 57120
Contact Name: Chester Phone: 605-560-6000 Email: _____

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

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

Scope of work subcontractor will perform: Landscape Irrig materials

Identify whether company is a subcontractor or supplier: 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: Simplet Partners
Address: 10100 Marindustry Dr. Sk A.
Contact Name: Karl Phone: 800-552-8873 Email: _____

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

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

Scope of work subcontractor will perform: Fertilizer

Identify whether company is a subcontractor or supplier: Supplier

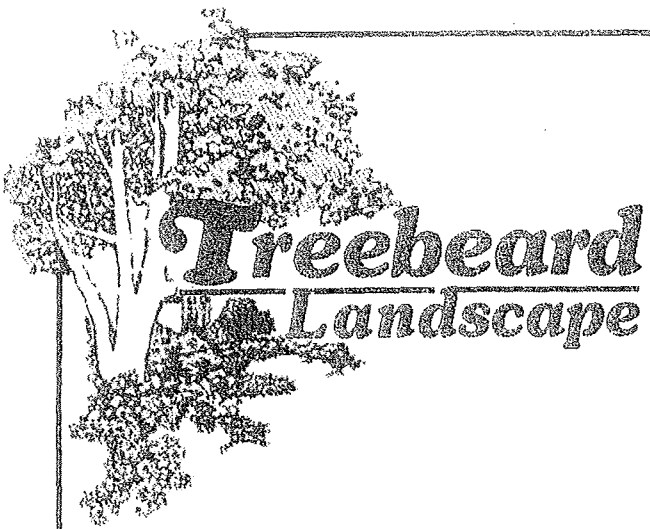
Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

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



October 23, 2018

City of San Diego
Landscape Maintenance for
Calle Cristobal (MAD)
RFP 10089501-19-M

STATEMENT OF AVAILABLE EQUIPMENT

37

info@treebeardlandscape.com

P.O. Box 2777, Spring Valley, California 91970 (619) 427-0000 F (619) 427-0000

Treebeard Landscape, Inc.
2018 Vehicle and Trailer Schedule

COMPANY VEHICLES:	TYPE:	YEAR:	QTY:
Ford Ranger	Crew Cab	2009 - 2012	3
Ford F250 - Stakebed	Crew Cab	2010 - 2017	4
Ford F250	Crew Cab	2015 - 2017	6
Ford F250		2000 - 2010	4
Ford F150		2000 - 2018	16
Ford F150	Super Cab	2000 - 2018	44
Ford F150	Crew Cab	2000 - 2018	12
Toyota Tacomas	SR5 Xtra Cab	2010 - 2015	3
Toyota Tundra	3/4 Ton Crew Cab	2015 - 2018	2
Toyota Tundra	1/2 Ton Crew Cab	2018	1
Toyota Highlander		2011	3
FreightLiner 18' - 5 Ton	Dump Truck	2009 - 2012	2
Ford F550	Dump Truck	2009 - 2012	1
		Total:	101
TRAILERS:			
Texas Box Trailer with Gate 8'		2010-2015	4
Texas Box Trailer with Gate 10'		2010-2015	5
Texas Box Trailer with Gate 7'		2010-2015	4
Texas Box Trailer with Gate 12'		2010-2015	3
Texas Flat Trailer Tilt Gate 10'		2010-2015	4
Texas Flat Trailer Tilt Gate 8'		2010-2015	2
Texas Flat Trailer Tilt Gate 6'		2010-2015	6
Husky 7,000-10,000 Tilt 16'		2010-2015	3
			31

Treebeard Landscape, Inc.
2018 Vehicle and Trailer Schedule

COMPANY VEHICLES:	TYPE:	YEAR:	QTY:
Ford Ranger	Crew Cab	2009 - 2012	3
Ford F250 - Stakebed	Crew Cab	2010 - 2017	4
Ford F250	Crew Cab	2015 - 2017	6
Ford F250		2000 - 2010	4
Ford F150		2000 - 2018	16
Ford F150	Super Cab	2000 - 2018	44
Ford F150	Crew Cab	2000 - 2018	12
Toyota Tacomas	SR5 Xtra Cab	2010 - 2015	3
Toyota Tundra	3/4 Ton Crew Cab	2015 - 2018	2
Toyota Tundra	1/2 Ton Crew Cab	2018	1
Toyota Highlander		2011	3
FreightLiner 18' - 5 Ton	Dump Truck	2009 - 2012	2
Ford F550	Dump Truck	2009 - 2012	1
		Total:	101
TRAILERS:			
Texas Box Trailer with Gate 8'		2010-2015	4
Texas Box Trailer with Gate 10'		2010-2015	5
Texas Box Trailer with Gate 7'		2010-2015	4
Texas Box Trailer with Gate 12'		2010-2015	3
Texas Flat Trailer Tilt Gate 10'		2010-2015	4
Texas Flat Trailer Tilt Gate 8'		2010-2015	2
Texas Flat Trailer Tilt Gate 6'		2010-2015	6
Husky 7,000-10,000 Tilt 16'		2010-2015	3
			31

Treebeard Landscape, Inc.
2018 Maintenance Equipment Schedule

MAINTENANCE EQUIPMENT:	TYPE:	YEAR:	QTY:
Blowers - Hand Held	Stihl/Red Max	2015-2018	55
Blowers - Back Pack	Red Max	2015-2018	14
Weed Whips - Turf	Red Max	2015-2018	18
Weed Whips - Brush	Stihl	2015-2018	4
Power Trimmer Extended	Stihl	2015-2018	44
Power Trimmer Standard	Stihl	2015-2018	6
Walk Behind - Vacuum	Billy Goat	2015-2018	3
Rotory Mowers - 21"	Honda	2015-2018	32
Mower - Walk Behind 37"	Toro	2016	5
Mower - Walk Behind 44"	Toro	2015	2
Mower - 60" Riding	Toro	2018	1
Mower - 48" Walk Behind	Toro	2017-2018	2
Mower - 65" Riding	Toro	2016 - 2017	2
Edgers - Turf	Red Max	2015-2018	7
Reel Mower - 21"	Toro	2015-2018	1
Reel Mower - 60"	Toro	2015-2018	1
Chainsaw - 14"	Echo	2015-2018	8
Chainsaw - 24"	Stihl	2015-2018	4
Back Pack Sprayers	Solo	2015-2018	38
Renovater - 30"	Ryan	2015-2018	2
Aerator - 30"	Blue Bird	2015-2018	1
Rototiller - 24"	Barreto	2015-2018	1
Seeder - 24"	Ryan	2015-2018	1
Spreader - Fertilizer	Earthway	2015-2018	17

Treebeard Landscape, Inc.
2018 Construction Equipment Schedule

EQUIPMENT:	YEAR:	QTY:
Bobcat Skidsteer	1998	2
Chipper Vermeer BC 1000 XL	2004	1
Stump Grinder Vermeer 252	2009	1
John Deere 750 Tractor	2002	1
John Deere Attachement 48" Weed Mower	2002	1
John Deere Attachement 300 - 500 Fertilizer Hopper/Spreader	2002	1
John Deere Attachement 36" Aerator	2002	1
Jackhammer Electric 60 lb.	2009	2
100 gal. Sprayer	2005	2
200 gal. Storage Tank	2007	1
Golf Cart - Electric	2001-2004	2
Generator 5000 - 7000	2005 - 2010	4
Hilti Rotohammer	2015	2
Demo Saw Concrete/Asphalt	2005 - 2010	3
Concrete Grinder	2017	2
Trencher - Geo Ripper	2018	1
Infield 8' Drag Boom	2010	1
Infield 6' Drag Boom	2009	1
Infield 10' Rake	2014	1
Armada Pro 800 Hi Power Wire and Valve Locator	2015-2017	4
Concrete Grinder Retrival System	2017	1
Compressor/Nail Gun	2017	1
Table Saw - Craftsman/Dewalt	2017	2
Simpson 4200-PSI4- GPM Gas Pressure Washer	2018	1
40 Greenery Rolloff Bin	2018	1

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

GOODS AND SERVICES CONTRACTOR REQUIREMENTS

I. City's Equal Opportunity Contracting Commitment.

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

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

II. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. Disclosure of Discrimination Complaints.

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

IV. Work Force Report and Equal Opportunity Outreach Plan.

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

V. Small and Local Business Program Requirements.

The City has adopted a Small and Local Business Enterprise program for goods, services, and consultant contracts. The SLBE requirements are set forth in Council Policy 100-10. For contracts in which the Purchasing Agent is required to advertise for sealed proposals in the City's official newspaper or consultant contracts valued over \$50,000, the City shall:

- A. Apply a maximum of an additional 12% of the total possible evaluation points to the Contractor's final score for SLBE or ELBE participation. Additional points will be awarded as follows:
 - a. If the Contractor achieves 20% participation, apply 5% of the total possible evaluation points to the Contractor's score; or
 - b. If the Contractor achieves 25% participation, apply 10% of the total possible evaluation points to the Contractor's score; or
 - c. If the prime contractor is a SLBE or an ELBE, apply 12% of the total possible evaluation points to the Contractor's score.

VI. Maintaining Participation Levels.

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

VII. Certifications.

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

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

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

VIII. List of Attachments.

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

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of its proposal, 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

Contractor Name: Treebeard Landscape

Certified By Diana Patterson Name Title Office manager

[Signature] Signature Date 10/22/18

USE ADDITIONAL FORMS AS NECESSARY



City of San Diego

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*, 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: Treebeard Landscape

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 9917 Campo Rd.

City: Spring Valley County: San Diego State: CA Zip: 91979

Telephone Number: 619 697-8302 Fax Number: 619 697-0820

Name of Company CEO: Craig DesLauwers

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

Address: _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: () _____ Fax Number: () _____ Email: _____

Type of Business: Landscape contractor Type of License: C27

The Company has appointed: Diana Patterson

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: 9917 Campo Rd Spring Valley CA 91979

Telephone Number: 619 697-8302 Fax Number: 619 697-0820 Email: info@treebeardlandscape.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 Treebeard Landscape

San Diego, CA (County) (State) hereby certify that information provided

herein is true and correct. This document was executed on this 22nd day of October, 2018

[Signature] (Authorized Signature) Diana Patterson (Print Authorized Signature Name)

NAME OF FIRM: Treebeard Landscape DATE: 10/22/18

OFFICE(S) or BRANCH(ES): 9917 Campo Rd COUNTY: San Diego
Spring Valley CA 91979

I. 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, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian
- (4) American Indian, Eskimo
- (5) Filipino, Asian Pacific Islander
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) African-American		(2) Hispanic or Latino		(3) Asian		(4) American Indian		(5) Asian Pacific Islander		(6) Caucasian		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial												2	1	
Professional														
A&E, Science, Computer														
Technical														
Sales			2											
Administrative Support				1										
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*			140											

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

Totals Each Column			142	1								2	1	
--------------------	--	--	-----	---	--	--	--	--	--	--	--	---	---	--

Grand Total All Employees 144

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

NAME OF FIRM: Trebeard Landscape DATE: 10/20/18
 OFFICE(S) or BRANCH(ES): 9951 Campo Rd COUNTY: San Diego
Spring Valley, CA 91979

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, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian
- (4) American Indian
- (5) Filipino, Asian Pacific Islander
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

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

Grand Total All Employees:

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

(49)



CITY OF SAN DIEGO 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 (African-American, Hispanic or Latino, Asian, American Indian, Asian Pacific Islander, Caucasian, and Other Ethnicities) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one contractor to another, it is important that the data we receive from the Contractor 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 WFR.¹ 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 WFR from that county.² 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 WFRs 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 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.*

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

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

COMPANY INFORMATION

Company Name: Treebeard Landscape
 Company Address: 9917 Campo Rd Spring Valley CA 91919
 Company Contact Name: Diana Patterson Contact Phone: 619 497-8302

CONTRACT INFORMATION

Contract Number (if no number, state location): Calle Cristobal MAD Start Date: TBD
 Contract Title (or description): Landscape maintenance End Date: TBD
 Purpose/Service Provided: Landscape maintenance

TERMS OF COMPLIANCE

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

- (a) Pay covered employees the current fiscal year hourly wage rate;
- (b) If any lesser amount is applied toward the health benefits rate, add this difference to the hourly wage rate as cash;
- (c) Provide minimum of 80 compensated leave hours per year for illness, vacation, or personal need at the employee's request and permit 80 additional unpaid leave hours for personal or family illness when accrued compensated leave hours have been used;
- (d) Annually distribute a notice with the first paycheck after July 1 to inform all covered employees of LWO requirements, their possible right to Federal Earned Income Tax Credit, and possible availability of health insurance coverage under the Affordable Care Act;
- (e) Prohibit retaliation against any covered employee who alleges noncompliance with the requirements of the LWO;
- (f) Permit access for authorized City representatives to work sites and records to review compliance with the LWO;
- (g) Maintain wage and benefit records for covered employees for 3 years after final payment;
- (h) Perform at least fifty percent (50%) of the work with its own employees; and
- (i) File a Living Wage Ordinance Certification of Compliance with the City within 30 days of becoming a covered employer.

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

CONTRACTOR CERTIFICATION

By signing, the contractor certifies under penalty of perjury under laws of the State of California to comply with the requirements of the Living Wage Ordinance.

Diana Patterson
 Name of Signatory
[Signature]
 Signature

Office manager
[Signature]
 Title of Signatory
10/22/18
 Date

FOR OFFICIAL CITY USE ONLY

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



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **388579** Entity **CORP**
Business Name **TREEBEARD LANDSCAPE INC**

Classification(s) **C27**

Expiration Date **04/30/2020**

www.csib.ca.gov



54



DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM



QAL

QUALIFIED APPLICATOR LICENSE

License #: 101044

EXPIRES: 12/31/2018

Categories: BC

Issued: 01/01/2017

TIM HILLMAN

PO BOX 2777

SPRING VALLEY CA 91979



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

55



COUNTY OF SAN DIEGO
 DEPARTMENT OF AGRICULTURE,
 WEIGHTS and MEASURES
PESTICIDE REGULATION PROGRAM

9325 Hazard Way, Ste. 100
 San Diego, CA 92123
 Phone: (858) 694-8980
 Fax: (858) 467-9277

Website: <http://www.sdawm.org>
 E-mail: prp.awm@sdcounty.ca.gov

AGRICULTURAL PEST CONTROL BUSINESS REGISTRATION 2018 (expires: 12/31/2018)

TREEBEARD LANDSCAPE, INC
 PO BOX 2777
 SPRING VALLEY, CA 91979-2777

Check here if contact information has changed. Please indicate changes on reverse side.

Renewal New
 Change in Qualified Applicator

* Choose only one Business Category →

Pest Control Business \$75.00
 Maintenance Gardener Business \$25.00

BUSINESS LICENSE NUMBER: 38808
 BUSINESS LICENSE EXPIRATION DATE: 2019
 AMOUNT ENCLOSED \$ 75⁰⁰

What types of pests are you intending to control? WEEDS, minor insects

BUSINESS NAME TREEBEARD LANDSCAPE, INC		BUSINESS TELEPHONE NUMBER (619)697-8302	
BUSINESS ADDRESS Main <input type="checkbox"/> Branch <input type="checkbox"/> 9917 CAMPO RD		BUSINESS FAX NUMBER (619)697-0820	
CITY SPRING VALLEY		STATE CA	ZIP CODE 91977
BUSINESS E-MAIL ADDRESS info@treebeardlandscape.com		E-MAIL ADDRESS FOR INSPECTIONS (if Different)	
HEADQUARTER ADDRESS (if Different)			
CITY		STATE	ZIP CODE

QUALIFIED APPLICATOR INFORMATION (Person Responsible for Pesticide Use)

APPLICATOR NAME: Tim Holloman CATEGORIES: B C

QUALIFIED APPLICATOR NUMBER: 101044 EXPIRATION DATE: 12/31/2018
 QAL QAC

How would you like your form returned to you? Mail E-mail Fax

QUALIFIED APPLICATOR'S SIGNATURE: [Signature] DATE: 12-26-2017
 AUTHORIZED REPRESENTATIVE'S SIGNATURE FOR HA DANG, AGRICULTURAL COMMISSIONER: [Signature] PCB REGISTRATION DATE: 12-26-17

Public Disclosure

We strive to protect personally identifiable information by collecting only information necessary to deliver our services. All information that may be collected at this site becomes public record that may be subject to inspection and copying by the public, unless an exemption in law exists. In the event of a conflict between this Privacy Notice and any County ordinance or other law governing the County's disclosure of records, the County ordinance or other applicable law will control.

Access and Correction of Personal Information

You can review any personal information we collect about you. You may recommend changes to your personal information you believe is in error by submitting a written request that credibly shows the error. If you believe that your personal information is being used for a purpose other than what was intended when submitted, you may contact us. In all cases, we will take reasonable steps to verify your identity before granting access or making corrections. See Contact Information section.



CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION

1001 I STREET
SACRAMENTO, CALIFORNIA 95814

ISSUED: January 01, 2018
EXPIRES: December 31, 2019

**Pest Control Business - Main
LICENSE**
LICENSE NO. 38808

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

Mailing Address

TREEBEARD LANDSCAPE, INC.
PO BOX 2777
SPRING VALLEY, CA 91979

Business Location

TREEBEARD LANDSCAPE, INC.
9917 CAMPO RD
SPRING VALLEY, CA 91979

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

57

Pest control advisor

Licensee Name	Type	Number	Issued or Renewed	Expiration Date	Address	City	County	Categories
FARRINGTON, RICK	QAC	120319	01/01/2017	12/31/2018	962 SWAN DR	MANTECA	SAN JOAQUIN	B
FARRINGTON, SUSAN P	QAC	124315	02/16/2017	12/31/2018	224 LORINDA DR	SUTTER CREEK	AMADOR	P
Farrow, Paul L	QAC	140310	01/01/2017	12/31/2018	1068 Ski Park Ct	Rio Linda	SACRAMENTO	F
FASANELLO, CHANAAN P	QAL	136994	01/01/2017	12/31/2018	2212 NE ARAPAHOE CT	REDMOND	OUT OF STATE	B
FASHBINDER, RICHARD A	QAC	81598	01/01/2017	12/31/2018	845 CRINELLA DR	PETALUMA	SONOMA	Q
FASI, MARK C	QAC	129568	01/01/2017	12/31/2018	1733 CRINELLA DR	ST HELENA	NAPA	P
FASOLI, STUART J	QAC	87767	01/01/2017	12/31/2018	1366 W 2ND ST	SAN PEDRO	LOS ANGELES	B
FASSLER, JOHN M	PCA	125345	01/01/2017	12/31/2018	2118 LAURA CT.	HUGHSON	STANISLAUS	ABCDEFG
Fast, Ben R	QAL	139537	01/01/2017	12/31/2018	2039 Wegis Ave	Bakersfield	KERN	D
FATINO, MATTHEW	QAL	144564	03/21/2018	12/31/2018	83 CHUPARROSA DR	SAN LUIS OBISPO	SAN LUIS OBISPO	DJ
FAUCETT, TIMOTHY J	PCA	75356	02/06/2017	12/31/2018	12715 MATANZA RD	SAN DIEGO	SAN DIEGO	ABCDEFG
FAUCHER, JACOB E	QAL	146877	05/15/2018	12/31/2018	4235 ST GEORGE PL	RIVERSIDE	RIVERSIDE	F
FAUGHT, CHRISTOPHER	QAC	86304	01/24/2017	12/31/2018	999 LAS PALMAS DR	SANTA CLARA	SANTA CLARA	BCF
FAULK, DAVID	QAC	132975	01/09/2017	12/31/2018	2367 7TH ST	LIVERMORE	ALAMEDA	B
FAULK, INTA	QAL	146314	04/03/2018	12/31/2018	4669 JAMES AVE	CASTRO VALLEY	ALAMEDA	B
FAULKENBERRY, CODY S	PCA	146367	01/01/2019	12/31/2020	11002 BANNISTER WAY	BAKERSFIELD	KERN	B
FAULKNER, TIM W	QAC	84576	01/01/2017	12/31/2018	39500 BUENOS WAY	TEMECULA	RIVERSIDE	BC
FAUNCE, DANIEL A	APC	146944	05/23/2018	12/31/2018	PO BOX 98	CHENEY	OUT OF STATE	A
FAUSETT, LARRY L	PCA	70934	02/10/2017	12/31/2018	3739 MERU LANE	SANTA BARBARA	SANTA BARBARA	E
FAUTH, JASON F	QAC	133949	01/01/2017	12/31/2018	94 ROOSEVELT AVE	SAN MARTIN	SANTA CLARA	C
FAVAGROSSA, GINO	QAL	101024	01/01/2017	12/31/2018	8200 W KEARNEY BLVD	FRESNO	FRESNO	CD
FAVELA, GUILLERMO	QAC	127051	01/01/2017	12/31/2018	15144 CARAVACA RD	LA MIRADA	LOS ANGELES	C
FAVELO, LARRY M	PCA	71708	01/01/2017	12/31/2018	53614 WOAKA POYAH	NORTH FORK	FRESNO	ABCEFG
FAVETTI, JOSEPH M	QAL	131504	02/04/2017	12/31/2018	299 BROOKSIDE DR	SAN ANSELMO	MARIN	B
FAWAZ, BRANDON P	QAL	108422	01/01/2017	12/31/2018	349 COLLIER WY	ETNA	SISKIYOU	D
FAYARD, JULIEN L	QAL	140161	01/01/2017	12/31/2018	15 CHATEAU LN	NAPA	NAPA	P
FEARN, JUSTIN K	QAL	122035	02/10/2017	12/31/2018	1836 ABERDEEN CT	MANTECA	SAN JOAQUIN	N
FEAVER, MATT	QAL	134226	01/01/2017	12/31/2018	900 W GRAND AVE	PORTERVILLE	TULARE	D
FEAVER, THOMAS E	QAL	100822	01/01/2019	12/31/2020	6179 S ARMSTRONG AVE	FOWLER	FRESNO	CD

29



**Recycled Water
Site Supervisor Training**

Completed 08/09/2018
ID #: 5336

Esteban Gastelum

This card expires 08/08/2023
640807(b)S.D.M.C.

Dir #

Legal Name	Registration Number	County	City	License Type/Number(s)	Current Status	Registration Date	Expiration Date
TREEBEARD LANDSCAPE, INC.	1000030259	SAN DIEGO	SPRING VALLEY	CSLB:388579	Active	05/31/2018	06/30/2019

00

POST IN CONSPICUOUS PLACE OR KEEP ON PERSON

CITY OF SAN DIEGO * CERTIFICATE OF PAYMENT OF BUSINESS TAX

Certificate Number: B1978044007

Business Name: TREEBEARD LANDSCAPE INC
Business Owner: TREEBEARD LANDSCAPE INC
Business Address: 3711 S BONITA ST
SPRING VALLEY CA 91977

TREEBEARD LANDSCAPE INC
PO BOX 2777
SPRING VALLEY CA 91979

Primary Business Activity: ALL OTHER SPECIAL TRADE CONTRACTORS

Secondary Business Activity:

Effective Date: 09/01/2018
Expiration Date: 08/31/2019

PLEASE NOTIFY THE CITY TREASURER'S OFFICE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS - PLEASE SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

BUSINESS FILE COPY

CITY OF SAN DIEGO
CERTIFICATE OF PAYMENT OF BUSINESS TAX
PO BOX 122289, SAN DIEGO, CA 92112-2289
1200 3RD AVENUE, MS 51T, SAN DIEGO, CA 92101
(619) 615-1500; FAX (619) 533-3272
www.sandiego.gov/treasurer

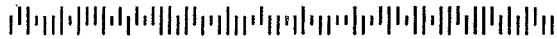
Certificate Number: B1978044007 PIN: G0LPP

Business Name: TREEBEARD LANDSCAPE INC
Business Owner: TREEBEARD LANDSCAPE INC
Business Address: 3711 S BONITA ST
SPRING VALLEY CA 91977

Primary Business Activity: ALL OTHER SPECIAL TRADE CONTRACTORS

Secondary Business Activity:

Effective Date: 09/01/2018
Expiration Date: 08/31/2019



TREEBEARD LANDSCAPE INC
PO BOX 2777
SPRING VALLEY, CA 91979-2777

00054
1

Mailing Address: TREEBEARD LANDSCAPE INC
PO BOX 2777
SPRING VALLEY CA 91979

This certificate acknowledges payment of business taxes pursuant to the San Diego Municipal Code. This is not a License to do business within the City of San Diego in violation of any section of the Municipal Code or regulation adopted by the City Council including, but not limited to: Zoning restrictions; Land Use specifications as defined in Planned Districts,

61

Simplot Partners San Diego
6160 Marindustry Drive Suite A
San Diego, CA 92121
(800) 552-8873 Fax: (858) 812-2884

Sales Order 202004141

Not Processed Offered
Order Date 10/22/2018

Est. Delivery Date 10/22/2018

Offer Expires
Customer ID 57309

Customer PO#
Salesperson DeertzC

Shipping Via.
Field Name

Description
Ticket Type Deliver

Bill To: TREEBEARD LANDSCAPING INC
PO BOX 2777
SPRING VALLEY, CA 91979-2777

Ship To: SPRING VALLEY YARD
9917 CAMPO RD
SPRING VALLEY, CA

Comments: Quote only

Quantity	Description	Unit Price
225.00 Bag	16-6-8 TURF SUPREME [50LB]	19.1000 / Bag
54.00 Bag	6-4-0 MILORGANITE [50LB]	13.3100 / Bag
388.76 Each	ESTIMATED SALES TAX [EA]	1.0000 / Each

Subtotal 5,405.00

Amount Due 5,405.00

If Paid By Discount Deduct Pay Only

Customer: _____ Sales Person: _____

Purchase Terms:



ATTENTION:

This specimen label is provided for general information only.

- This pesticide product may not yet be available or approved for sale or use in your area.
- It is your responsibility to follow all Federal, state and local laws and regulations regarding the use of pesticides.
- Before using any pesticide, be sure the intended use is approved in your state or locality.
- Your state or locality may require additional precautions and instructions for use of this product that are not included here.
- Monsanto does not guarantee the completeness or accuracy of this specimen label. The information found in this label may differ from the information found on the product label. You must have the EPA approved labeling with you at the time of use and must read and follow all label directions.
- You should not base any use of a similar product on the precautions, instructions for use or other information you find here.
- Always follow the precautions and instructions for use on the label of the pesticide you are using.

21225H2-13



Ranger PRO herbicide is a complete broad-spectrum postemergence professional herbicide for industrial, turf and ornamental weed control.

Complete Directions for Use

EPA Reg. No. 524-517

2010-1

AVOID CONTACT OF HERBICIDE WITH FOLIAGE, STEMS, EXPOSED NON-WOODY ROOTS OR FRUIT OF CROPS, DESIRABLE PLANTS AND TREES, BECAUSE SEVERE INJURY OR DESTRUCTION IS LIKELY TO RESULT.

Read the entire label before using this product.

Use only according to label instructions.

Not all products listed in this label are registered for use in California. Check the registration status of each product in California before using.

Read the "LIMIT OF WARRANTY AND LIABILITY" statement at the end of the label before buying or using. If terms are not acceptable, return at once unopened.

THIS IS AN END-USE PRODUCT. MONSANTO DOES NOT INTEND AND HAS NOT REGISTERED IT FOR REFORMULATION. SEE INDIVIDUAL CONTAINER LABEL FOR REPACKAGING LIMITATIONS.

1.0 INGREDIENTS

ACTIVE INGREDIENT:

*Glyphosate, N-(phosphonomethyl)glycine,
in the form of its isopropylamine salt 41.0%
OTHER INGREDIENTS (including surfactant): 59.0%
100.0%

*Contains 480 grams per liter or 4 pounds per U.S. gallon of the active ingredient glyphosate, in the form of its isopropylamine salt. Equivalent to 356 grams per liter or 3 pounds per U.S. gallon of the acid, glyphosate.

This product is protected by U.S. Patent Nos. 5,683,958; 5,703,015; 6,063,733; 6,121,199; 6,121,200. No license granted under any non-U.S. patent(s).

2.0 IMPORTANT PHONE NUMBERS

FOR PRODUCT INFORMATION OR ASSISTANCE IN USING THIS PRODUCT,
CALL TOLL-FREE, 1-800-332-3111.

IN CASE OF AN EMERGENCY INVOLVING THIS PRODUCT, OR FOR MEDICAL ASSISTANCE,
CALL COLLECT, DAY OR NIGHT, (314)-694-4000.

3.0 PRECAUTIONARY STATEMENTS

3.1 Hazards to Humans and Domestic Animals

Keep out of reach of children.

CAUTION!

CAUSES EYE IRRITATION.

Avoid contact with eyes or clothing.

FIRST AID: Call a poison control center or doctor for treatment advice.

IF IN EYES	<ul style="list-style-type: none">• Hold eye open and rinse slowly and gently with water for 15 - 20 minutes.• Remove contact lenses if present after the first 5 minutes then continue rinsing eye.
-------------------	---

- Have the product container or label with you when calling a poison control center or doctor, or going for treatment.
- You may also contact (314) 694-4000, collect day or night, for emergency medical treatment information.
- This product is identified as Ranger PRO® herbicide, EPA Registration No. 524-517.

DOMESTIC ANIMALS: This product is considered to be relatively nontoxic to dogs and other domestic animals; however, ingestion of this product or large amounts of freshly sprayed vegetation may result in temporary gastrointestinal irritation (vomiting, diarrhea, colic, etc.). If such symptoms are observed, provide the animal with plenty of fluids to prevent dehydration. Call a veterinarian if symptoms persist for more than 24 hours.

Personal Protective Equipment (PPE)

Applicators and other handlers must wear: long-sleeved shirt and long pants, shoes plus socks. Follow manufacturer's instructions for cleaning/maintaining Personal Protective Equipment. If there are no such instructions for washables, use detergent and hot water. Keep and wash PPE separately from other laundry.

Discard clothing and other absorbent materials that have been drenched or heavily contaminated with this product's concentrate. Do not reuse them.

When handlers use closed systems, enclosed cabs or aircraft in a manner that meets the requirements listed in Worker Protection Standard (WPS) for agricultural pesticides (40 CFR 170.240 (d) (4-6)), the handler PPE requirements may be reduced or modified as specified in the WPS.

User Safety Recommendations

Users should:

- Wash hands before eating, drinking, chewing gum, using tobacco or using the toilet.
- Remove clothing immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing.

3.2 Environmental Hazards

Do not apply directly to water, to areas where surface water is present or to intertidal areas below the mean high water mark. Do not contaminate water when cleaning equipment or disposing of equipment washwaters.

3.3 Physical or Chemical Hazards

Mix, store and apply spray solutions of this product using only stainless steel, fiberglass, plastic or plastic-lined steel containers.

DO NOT MIX, STORE OR APPLY THIS PRODUCT OR SPRAY SOLUTIONS OF THIS PRODUCT IN GALVANIZED STEEL OR UNLINED STEEL (EXCEPT STAINLESS STEEL) CONTAINERS OR SPRAY TANKS. This product or spray solutions of this product react with such containers and tanks to produce hydrogen gas which may form a highly combustible gas mixture. This gas mixture could flash or explode, causing serious personal injury, if ignited by open flame, spark, welder's torch, lighted cigarette or other ignition source.

63

DIRECTIONS FOR USE

It is a violation of Federal law to use this product in any manner inconsistent with its labeling. This product can only be used in accordance with the Directions for Use on this label or in separately published Monsanto Supplemental Labeling or Fact Sheets. Supplemental labeling can be found on the Internet at www.agrian.com, www.cdms.net or www.greenbook.net websites or obtained by contacting your Authorized Monsanto Retailer or Monsanto Company Representative.

Do not apply this product in a way that will contact workers or other persons, either directly or through drift. Only protected handlers may be in the area during application. For any requirements specific to your State or Tribe, consult the agency responsible for pesticide regulations.

Agricultural Use Requirements

Use this product only in accordance with its labeling and with the Worker Protection Standard, 40 CFR Part 170. This Standard contains requirements for the protection of agricultural workers on farms, forests, nurseries, and greenhouses, and handlers of agricultural pesticides. It contains requirements for training, decontamination, notification and emergency assistance. It also contains specific instructions and exceptions pertaining to the statements on this label about Personal Protective Equipment (PPE) and restricted entry interval. The requirements in this box only apply to uses of this product that are covered by the Worker Protection Standard.

Do not enter or allow worker entry into treated areas during the restricted entry interval (REI) of 4 hours.

PPE required for early entry to treated areas that is permitted under the Worker Protection Standard and that involves contact with anything that has been treated, such as plants, soil or water, is: coveralls, chemical resistant gloves greater than 14 mils in thickness composed of materials such as butyl rubber, natural rubber, neoprene rubber, or nitrile rubber, shoes plus socks.

Non-Agricultural Use Requirements

The requirements in this box apply to uses of this product that are NOT within the scope of the Worker Protection Standard (40 CFR Part 170) for agricultural pesticides. The WPS applies when this product is used to produce agricultural plants on farms, forests, nurseries or greenhouses.

Keep people and pets off treated areas until spray solution has dried.

4.0 STORAGE AND DISPOSAL

Proper pesticide storage and disposal are essential to protect against exposure to people and the environment due to leaks and spills, excess product or waste, and vandalism. Do not allow this product to contaminate water, foodstuffs, feed or seed by storage or disposal.

PESTICIDE STORAGE: Store pesticides away from food, pet food, feed, seed, fertilizers, and veterinary supplies. Keep container closed to prevent spills and contamination.

PESTICIDE DISPOSAL: To avoid wastes, use all material in this container, including rinsate, by application in accordance with label directions. If wastes cannot be avoided, offer remaining product to a waste disposal facility or pesticide disposal program. Such programs are often run by state or local governments or by industry. All disposal must be in accordance with applicable Federal, State and local procedures.

See container label for container handling and disposal instructions and for refilling limitations.

5.0 PRODUCT INFORMATION

Product Description: This product is a postemergence, systemic herbicide with no residual soil activity. It gives broad-spectrum control of many annual weeds, perennial weeds, woody brush and trees. It is formulated as a water-soluble liquid containing surfactant and no additional surfactant is needed or recommended. It may be applied through standard equipment after dilution and mixing with water or other carriers according to label instructions.

Time to Symptoms: This product moves through the plant from the point of foliage contact to and into the root system. Visible effects are a gradual wilting and yellowing of the plant which advances to complete browning of above-ground growth and deterioration of underground plant parts. Effects are visible on most annual weeds within 2 to 4 days, but on most perennial weeds may not occur for 7 days or more. Extremely cool or cloudy weather following treatment may slow activity of this product and delay development of visual symptoms.

Stage of Weeds: Annual weeds are easiest to control when they are small. Best control of most perennial weeds is obtained when treatment is made at late growth stages approaching maturity. See the "WEEDS CONTROLLED" sections of this label for specific weed rates.

Always use the higher product application rate in the range when weed growth is heavy or dense, or when weeds are growing in an undisturbed (non-cultivated) area. Reduced

weed control may result from treating weeds with disease or insect damage, weeds heavily covered with dust, or weeds under poor growing conditions.

Mode of Action in Plants: The active ingredient in this product inhibits an enzyme found only in plants and microorganisms that is essential to formation of specific amino acids.

Cultural Considerations: Reduced control may result when applications are made to annual or perennial weeds that have been mowed, grazed or cut, and have not been allowed to regrow to the appropriate stage for treatment.

Rainfastness: Heavy rainfall soon after application may wash this product off of the foliage and a repeat application may be required for adequate control.

Spray Coverage: For best results, ensure spray coverage is uniform and complete. Do not spray foliage to the point of runoff.

No Soil Activity: Weeds must be emerged at the time of application to be controlled by this product. Weeds germinating from seed after application will not be controlled. Unemerged plants arising from unattached underground rhizomes or rootstocks of perennials will not be affected by the herbicide and will continue to grow.

Maximum Application Rates: The maximum application or use rates stated throughout this label are given in units of volume (fluid ounces or quarts) of this product per acre. However, the maximum allowed application rates apply to this product combined with the use of any and all other herbicides containing the active ingredient glyphosate, whether applied separately or as tank mixtures, on a basis of total pounds of glyphosate (acid equivalents) per acre. If more than one glyphosate-containing product is applied to the same site within the same year, you must ensure that the total use of glyphosate (pounds acid equivalents) does not exceed the maximum allowed. The combined total of all treatments must not exceed 10.6 quarts of this product (10.6 pounds of glyphosate acid) per acre per year. See the "INGREDIENTS" section of this label for necessary product information.

ATTENTION

AVOID CONTACT OF HERBICIDE WITH FOLIAGE, STEMS, EXPOSED NON-WOODY ROOTS OR FRUIT OF CROPS. DESIRABLE PLANTS AND TREES, BECAUSE SEVERE INJURY OR DESTRUCTION MAY RESULT.

AVOID DRIFT. EXTREME CARE MUST BE USED WHEN APPLYING THIS PRODUCT TO PREVENT INJURY TO DESIRABLE PLANTS AND CROPS.

Do not allow the herbicide solution to mist, drip, drift or splash onto desirable vegetation since minute quantities of this product can cause severe damage or destruction to the crop, plants or other areas on which treatment was not intended. The likelihood of injury occurring from the use of this product increases when winds are gusty, as wind velocity increases, when wind direction is constantly changing or when there are other meteorological conditions that favor spray drift. When spraying, avoid combinations of pressure and nozzle type that will result in splatter or fine particles (mist) that are likely to drift. AVOID APPLYING AT EXCESSIVE SPEED OR PRESSURE.

NOTE: Use of this product in any manner not consistent with this label may result in injury to persons, animals or crops, or other unintended consequences.

5.1 Weed Resistance Management

GROUP	9	HERBICIDE
-------	----------	-----------

Glyphosate, the active ingredient in this product, is a Group 9 herbicide based on the mode of action classification system of the Weed Science Society of America. Any weed population may contain plants naturally resistant to Group 9 herbicides. Weed species resistant to Group 9 herbicides may be effectively managed utilizing another herbicide from a different Group or using other cultural or mechanical practices.

To minimize the occurrence of glyphosate resistant biotypes observe the following good weed management practices:

- Scout your application site before and after herbicide applications.
- Control weeds early when they are relatively small.
- Incorporate other herbicides and cultural or mechanical practices as part of your weed control system where appropriate.
- Utilize the label rate for the most difficult weed in the site. Avoid tank-mixtures with other herbicides that reduce this product's efficacy (through antagonism) or tank mixtures which encourage rates of this product below the labeled amounts.
- Control weed escapes and prevent weeds from setting seeds.
- Clean equipment before moving from site to site to minimize spread of weed seed.
- Use new commercial seed as free of weed seed as possible.
- Report any incidence of repeated non-performance of this product on a particular weed to your Monsanto representative, local retailer, or county extension agent.

5.2 Management for Glyphosate Resistant Weed Biotypes

NOTE: Appropriate testing is critical in order to confirm weed resistance to glyphosate. Contact your Monsanto representative to determine if resistance has been confirmed to any particular weed biotype in your area. Control instructions for biotypes confirmed as resistant to glyphosate are made available on separately published supplemental

labeling or Fact Sheets for this product and may be obtained from your local retailer or Monsanto representative.

Since the occurrence of new glyphosate resistant weeds cannot be determined until after product use and scientific confirmation, Monsanto Company is not responsible for any losses that may result from the failure of this product to control glyphosate resistant weed biotypes.

The following good weed management practices are encouraged to reduce the spread of confirmed glyphosate resistant biotypes:

- If a naturally occurring resistant biotype is present at your site, this product may be tank-mixed or applied sequentially with an appropriately labeled herbicide with a different mode of action to achieve control.
- Cultural and mechanical control practices may also be used as appropriate.
- Scout treated sites after herbicide applications and control escapes of resistant biotypes before they set seed.
- Thoroughly clean equipment before leaving sites known to contain resistant biotypes.

6.0 MIXING

Mix, store and apply spray solutions of this product using only clean stainless steel, fiberglass, plastic or plastic-lined steel containers.

DO NOT MIX, STORE OR APPLY THIS PRODUCT OR SPRAY SOLUTIONS OF THIS PRODUCT IN GALVANIZED STEEL OR UNLINED STEEL (EXCEPT STAINLESS STEEL) CONTAINERS OR SPRAY TANKS.

Use caution to avoid siphoning back into the carrier source. Use approved anti-back-siphoning devices where required by state or local regulations.

Clean sprayer parts immediately after using this product by thoroughly flushing with water.

NOTE: REDUCED RESULTS MAY OCCUR IF WATER CONTAINING SOIL IS USED, VISIBLY MUDDY WATER OR WATER FROM PONDS AND DITCHES THAT IS NOT CLEAR.

6.1 Mixing with Water

This product mixes readily with water. Mix spray solutions of this product as follows: Fill the mixing or spray tank with the required amount of clean water. Add the labeled amount of this product near the end of the filling process and mix gently (well). During mixing and application, foaming of the spray solution may occur. To prevent or minimize foam, avoid the use of mechanical agitators, terminate by-pass and return lines at the bottom of the tank and, if needed, use an approved anti-foam or defoaming agent.

6.2 Tank Mixtures

This product does not provide residual weed control. This product may be tank-mixed with other herbicides to provide residual weed control, a broader weed control spectrum or an alternate mode of action. Always read and follow label directions for all products in the tank mixture. Use according to the most restrictive precautionary statements for each product in the mixture. Any labeled rate of this product may be used in a tank mix.

When this label describes a tank mixture with a generic active ingredient such as diuron, 2,4-D or dicamba, the user is responsible for ensuring the mixture product label allows the specific application.

Buyer and all users are responsible for all loss or damage in connection with the use or handling of mixtures of this product with herbicides or other materials that are not expressly listed in this label. Mixing this product with herbicides or other materials not identified on this label may result in reduced performance.

6.3 Tank Mixing Procedure

When tank mixing, read and carefully observe label directions, cautionary statements and all information on the labels of all products used. Add the tank-mix product to the tank as directed by the label. Maintain agitation and add the labeled amount of this product.

Maintain good agitation at all times until the contents of the tank are sprayed. If the spray mixture is allowed to settle, thorough agitation may be required to resuspend the mixture before spraying is resumed.

Keep by-pass line on or near the bottom of the tank to minimize foaming. Screen size in nozzle or line strainers should be no finer than 50-mesh.

Always predetermine the compatibility of labeled tank mixtures of this product with water carrier by mixing small proportional quantities in advance. Ensure that the specific tank mixture product is registered for application at the desired site.

Refer to the "Tank Mixtures" section for additional precautions.

6.4 Mixing Percent Solutions

Prepare the desired volume of spray solution by mixing the amount of this product in water as shown in the following table:

Spray Solution

Desired Volume	Amount of Ranger PRO Herbicide					
	1/2%	1%	1-1/2%	2%	5%	10%
1 gal	2/3 oz	1-1/3 oz	2 oz	2-2/3 oz	6-1/2 oz	13 oz
25 gal	1 pt	1 qt	1-1/2 qt	2 qt	5 qt	10 qt
100 gal	2 qt	1 gal	1-1/2 gal	2 gal	5 gal	10 gal

2 tablespoons = 1 fluid ounce

For use in backpack, knapsack or pump-up sprayers, it is suggested that the labeled amount of this product be mixed with water in a larger container. Fill sprayer with the mixed solution.

6.5 Surfactants

Nonionic surfactants which are labeled for use with herbicides may be used. Do not reduce rates of this product when adding surfactant. When adding additional surfactant, use 0.5 percent surfactant concentration (2 quarts per 100 gallons of spray solution) when using surfactants which contain at least 70 percent active ingredient or a 1 percent surfactant concentration (4 quarts per 100 gallons of spray solution) for those surfactants containing less than 70 percent active ingredient. Read and carefully observe surfactant cautionary statements and other information appearing on the surfactant label.

6.6 Colorants or Dyes

Approved colorants or marking dyes may be added to this product. Colorants or dyes used in spray solutions of this product may reduce performance, especially at lower rates or dilution. Use colorants or dyes according to the manufacturer's instructions.

6.7 Drift Control Additives

Drift reduction additives may be used with all equipment types, except wiper applicators, and sponge bars. When a drift reduction additive is used, read and carefully observe precautionary statements and all other information appearing on the additive label. The use of drift reduction additives can affect spray coverage which may result in reduced performance.

7.0 APPLICATION EQUIPMENT AND TECHNIQUES

Do not apply this product through any type of irrigation system.

APPLY THESE SPRAY SOLUTIONS IN PROPERLY MAINTAINED AND CALIBRATED EQUIPMENT CAPABLE OF DELIVERING DESIRED VOLUMES.

SPRAY DRIFT MANAGEMENT

AVOID DRIFT. EXTREME CARE MUST BE USED WHEN APPLYING THIS PRODUCT TO PREVENT INJURY TO DESIRABLE VEGETATION.

Do not allow the herbicide solution to mist, drip, drift or splash onto desirable vegetation since minute quantities of this product can cause severe damage or destruction to the crop, plants or other areas on which treatment was not intended.

Avoiding spray drift at the application site is the responsibility of the applicator. The interaction of many equipment- and weather-related factors determines the potential for spray drift. The applicator and/or the grower is responsible for considering all these factors when making decisions.

7.1 Aerial Equipment

DO NOT APPLY THIS PRODUCT USING AERIAL SPRAY EQUIPMENT EXCEPT UNDER CONDITIONS AS SPECIFIED WITHIN THIS LABEL.

FOR AERIAL APPLICATION IN CALIFORNIA, REFER TO THE FEDERAL SUPPLEMENTAL LABEL FOR AERIAL APPLICATIONS IN THAT STATE FOR SPECIFIC INSTRUCTIONS, RESTRICTIONS AND REQUIREMENTS.

TO PREVENT INJURY TO ADJACENT DESIRABLE VEGETATION, APPROPRIATE BUFFER ZONES MUST BE MAINTAINED.

Avoid direct application to any body of water.

Use the labeled rates of this herbicide in 3 to 25 gallons of water per acre.

Coarse sprays are less likely to drift, therefore, do not use nozzles or nozzle configurations that dispense spray as fine spray droplets. Do not angle nozzles forward into the air stream and do not increase spray volume by increasing nozzle pressure. Drift control additives may be used. When a drift control additive is used, read and carefully observe the cautionary statements and all other information appearing on the additive label.

Ensure uniform application—To avoid streaked, uneven or overlapped application, use appropriate marking devices.

Aircraft Maintenance

PROLONGED EXPOSURE OF THIS PRODUCT TO UNCOATED STEEL SURFACES MAY RESULT IN CORROSION AND POSSIBLE FAILURE OF THE PART. The maintenance of an

45

organic coating (paint) which meets aerospace specification MIL-C-38413 may prevent corrosion. To prevent corrosion of exposed parts, thoroughly wash aircraft after each day of spraying to remove residues of this product accumulated during spraying or from spills. Landing gear is most susceptible.

AERIAL SPRAY DRIFT MANAGEMENT

The following drift management requirements must be followed to avoid off-target drift movement from aerial applications to agricultural field crops.

1. The distance of the outermost nozzles on the boom must not exceed 3/4 the length of the wingspan or rotor.
2. Nozzles must always point backward parallel with the air stream and never be pointed downwards more than 45 degrees. Where states have more stringent regulations, they should be observed.

Importance of droplet size

The most effective way to reduce drift potential is to apply large droplets. The best drift management strategy is to apply the largest droplets that provide sufficient coverage and control. Applying larger droplets reduces drift potential, but will not prevent drift if applications are made improperly, or under unfavorable environmental conditions (see the Wind, Temperature and Humidity, and Temperature Inversion sections of this label).

Controlling droplet size

- **Volume:** Use high flow-rate nozzles to apply the highest practical spray volume. Nozzles with the higher rated flows produce larger droplets.
- **Pressure:** Use the lower spray pressures labeled for the nozzle. Higher pressure reduces droplet size and does not improve canopy penetration. When higher flow-rates are needed, use higher flow-rate nozzles instead of increasing pressure.
- **Number of nozzles:** Use the minimum number of nozzles that provide uniform coverage.
- **Nozzle orientation:** Orienting nozzles so that the spray is released backwards, parallel to the air stream, will produce larger droplets than other orientations. Significant deflection from the horizontal will reduce droplet size and increase drift potential.
- **Nozzle type:** Use a nozzle type that is designed for the intended application. With most nozzle types, narrower spray angles produce larger droplets. Consider using low-drift nozzles. Solid stream nozzles oriented straight back produce larger droplets than other nozzle types.
- **Boom Length:** For some use patterns, reducing the effective boom length to less than 3/4 of the wingspan or rotor length may further reduce drift without reducing swath width.
- **Application Height:** Applications must not be made at a height greater than 10 feet above the top of the largest plants unless a greater height is required for aircraft safety. Making applications at the lowest height that is safe reduces the exposure of the droplets to evaporation and wind.

Swath Adjustment

When applications are made with a crosswind, the swath will be displaced downwind. Therefore, on the up and downwind edges of the field, the applicator must compensate for this displacement by adjusting the path of the aircraft upwind. Swath adjustment distance increases, with increasing drift potential (higher wind, smaller droplets, etc.).

Wind

Drift potential is lowest between wind speeds of 2 to 10 miles per hour. However, many factors, including droplet size and equipment type determine drift potential at any given speed. Application must be avoided below 2 miles per hour due to variable wind direction and high inversion potential. **NOTE:** Local terrain can influence wind patterns. Every applicator must be familiar with local wind patterns and how they affect drift.

Temperature and Humidity

When making applications in low relative humidity, set up equipment to produce larger droplets to compensate for evaporation. Droplet evaporation is most severe when conditions are both hot and dry.

Temperature Inversions

Applications must not occur during a temperature inversion because drift potential is high. Temperature inversions restrict vertical air mixing, which causes small suspended droplets to remain in a concentrated cloud. This cloud can move in unpredictable directions due to the light variable winds common during inversions. Temperature inversions are characterized by increasing temperatures with altitude and are common on nights with limited cloud cover and light to no wind. They begin to form as the sun sets and often continue into the morning. Their presence can be indicated by ground fog; however, if fog is not present, inversions can also be identified by the movement of smoke from a ground source or an aircraft smoke generator. Smoke that layers and moves laterally in a concentrated cloud (under low wind conditions) indicates an inversion, while smoke that moves upward and rapidly dissipates indicates good vertical air mixing.

Sensitive Areas

This product must only be applied when the potential for drift to adjacent sensitive areas (e.g., residential areas, bodies of water, known habitat for threatened or endangered species, non-target crops) is minimal (e.g., when wind is blowing away from the sensitive areas).

7.2 Ground Broadcast Equipment

Apply the labeled rates of this product in 3 to 40 gallons of water per acre as a broadcast spray unless otherwise specified in this label or in separate supplemental labeling or Fact Sheets published by Monsanto. As density of weeds increases, increase spray volume within the labeled range to ensure complete coverage. Carefully select proper nozzles to avoid spraying a fine mist. For best results with ground application equipment, use flat-fan nozzles. Check for even distribution of spray droplets.

7.3 Backpack or High-Volume Equipment

Apply to foliage of vegetation to be controlled. For applications made on a spray-to-wet basis, ensure spray coverage is uniform and complete. Do not spray to the point of runoff. Use coarse sprays only.

Refer to the "Annual Weeds" instructions of "WEEDS CONTROLLED" section for specific rates and restrictions.

7.4 Selective Equipment

This product may be diluted with water and applied through recirculating spray systems, shielded applicators, hooded sprayers, wiper applicators or sponge bars, to listed weeds growing in any site specified on this label.

AVOID CONTACT OF HERBICIDE WITH DESIRABLE VEGETATION. Contact of this product with desirable vegetation may result in unwanted plant damage or destruction.

Recirculating Spray

A recirculating spray system directs the spray solution onto weeds growing above desirable vegetation, while spray solution not intercepted by weeds is collected and returned to the spray tank for reuse.

Adjust application equipment used above desired vegetation to the lowest spray stream or wiper contact point is at least 2 inches above the desirable vegetation. Droplets, mist, foam or splatter of the herbicide solution settling on desirable vegetation is likely to result in discoloration, stunting or destruction.

Better results may be obtained when more of the weed is exposed to the herbicide solution. Weeds not contacted by the herbicide solution will not be affected. This may occur in dense clumps, severe infestations or when the height of the weeds varies so that not all weeds are contacted. In these instances, repeat treatment may be necessary.

Shielded and Hooded Applicators

A shielded or hooded applicator directs the herbicide solution onto weeds, while shielding desirable vegetation from the herbicide. Use nozzles that provide uniform coverage within the treated area. Keep shields on these sprayers adjusted to protect desirable vegetation. **EXTREME CARE MUST BE EXERCISED TO AVOID CONTACT OF HERBICIDE WITH DESIRABLE VEGETATION.**

Wiper Applicators and Sponge Bars

A wiper or sponge applicator applies the herbicide solution onto weeds by rubbing the weed with an absorbent material containing the herbicide solution. Equipment must be designed, maintained and operated to prevent the herbicide solution from contacting desirable vegetation. Operate this equipment at ground speeds no greater than 5 miles per hour. Performance may be improved by reducing speed in areas of heavy weed infestations to ensure adequate wiper saturation. Better results may be obtained if 2 applications are made in opposite directions.

Avoid leakage or dripping onto desirable vegetation. Adjust height of applicator to ensure adequate contact with weeds. Keep wiping surfaces clean. Be aware that, on sloping ground, the herbicide solution may migrate, causing dripping on the lower end and drying of the wicks on the upper end of a wiper applicator.

Do not use wiper equipment when weeds are wet.

Mix only the amount of solution to be used during a 1-day period, as reduced product performance may result from the use of solutions held in storage. Clean wiper parts immediately after using this product by thoroughly flushing with water.

For Rope or Sponge Wick Applicators: Solutions ranging from 33 to 75 percent of this product in water may be used.

For Panel Applicators and Pressure-Feed Systems: Solutions ranging from 33 to 100 percent of this product in water may be used.

When applied as directed, this product **CONTROLS** the following weeds:

Corn, volunteer	Sicklepod
Panicum, Texas	Spanishneedles
Rye, common	Starbur, bristly
Shattercane	

When applied as directed, this product **SUPPRESSES** the following weeds:

Beggarweed, Florida	Ragweed, common
Bermudagrass	Ragweed, giant
Dogbane, hemp	Smutgrass
Dogfennel	Sunflower
Guineagrass	Thistle, Canada
Johnsongrass	Thistle, musk
Milkweed	Vaseygrass
Nightshade, silverleaf	Velvetleaf
Pigweed, redroot	

66

7.5 Injection Systems

This product may be used in aerial or ground injection spray systems. It may be used as a liquid concentrate or diluted prior to injecting into the spray stream. Do not mix this product with the undiluted concentrate of other products when using injection systems unless specifically directed.

7.6 CDA Equipment

The rate of this product applied per acre by controlled droplet application (CDA) equipment must not be less than the amount directed in this label when applied by conventional broadcast equipment. For vehicle-mounted CDA equipment, apply 2 to 15 gallons of water per acre.

CDA equipment produces a spray pattern that is not easily visible. Extreme care must be exercised to avoid spray or drift contacting the foliage or any other tissue of desirable vegetation, as damage or destruction is likely to result.

8.0 SITE AND USE INSTRUCTIONS

Detailed instructions follow alphabetically, by site.

Unless otherwise specified on this label or in separate supplemental labeling or Fact Sheets published by Monsanto, applications may be made to control any weeds listed in the annual, perennial and woody brush tables. Also refer to the "Selective Equipment" section.

8.1 Cut Stump

Cut stump treatments may be made on any site listed on this label. This product will control many types of woody brush and tree species. Apply this product using suitable equipment to ensure coverage of the entire cambium. Cut trees or resprouts close to the soil surface. Apply a 50- to 100-percent solution of this product to the freshly-cut surface immediately after cutting. Delays in application may result in reduced performance. For best results, make applications during periods of active growth and full leaf expansion.

DO NOT MAKE CUT STUMP APPLICATIONS WHEN THE ROOTS OF DESIRABLE WOODY BRUSH OR TREES MAY BE GRAFTED TO THE ROOTS OF THE CUT STUMP. Some sprouts, stems, or trees may share the same root system. Adjacent trees having a similar age, height and spacing may signal shared roots. Whether grafted or shared, injury is likely to occur to non-treated stems/trees when one or more trees sharing common roots are treated.

8.2 Forestry Site Preparation

This product is labeled for the control or partial control of woody brush, trees and herbaceous weeds in forestry sites and for use in preparing or establishing wildlife openings within these sites and maintaining logging roads.

This product is labeled for use in site preparation prior to planting any tree species, including Christmas trees, eucalyptus, hybrid tree cultivars and silvicultural nursery sites.

Use higher rates of this product within the labeled range for control or partial control of woody brush, trees and hard-to-control perennial herbaceous weeds. For best results, apply to actively growing woody brush and trees after full leaf expansion and before fall color and leaf drop. Increase rates within the labeled range for control of perennial herbaceous weeds any time after emergence and before seedheads, flowers or berries appear.

Use the lower rates of this product within the labeled range for control of annual herbaceous weeds and actively growing perennial herbaceous weeds after seedheads, flowers or berries appear. Apply to the foliage of actively growing annual herbaceous weeds any time after emergence.

This product has no herbicidal or residual activity in the soil. Where repeat applications are necessary, do not exceed 10.6 quarts of this product per acre per year.

TANK MIXTURES: Tank mixtures of this product may be used to increase the spectrum of vegetation controlled. When tank mixing, read and carefully observe the label claims, cautionary statements and all information on the labels of all products used. Use according to the most restrictive precautionary statements for each product in the mixture.

NOTE: For forestry site preparation, make sure the tank-mix product is approved for use prior to planting the desired species. Observe planting interval restrictions.

Any labeled rate of this product may be used in a tank mix with the following products for forestry site preparation.

Arsenal Applicators Concentrate	Garlon 3A
Chopper	Garlon 4
Chopper Gen2	Oust XP
Escort	

For control of herbaceous weeds, use the lower labeled tank mixture rates. For control of dense stands or tough-to-control woody brush and trees, use the higher labeled tank mixture rates.

Do not apply this product as an over-the-top broadcast spray for forestry conifer or hardwood release unless otherwise directed on this label or in separately published Monsanto supplemental labeling or Fact Sheets.

8.3 Non-Crop Areas and Industrial Sites

This product may be used in non-crop areas, airports, apartment complexes, commercial sites, ditch banks, driveways, dry ditches, dry canals, fencerows, forestry sites, golf courses, greenhouses, industrial sites, landscape areas, lumber yards, manufacturing sites, municipal sites, natural areas, office complexes, ornamentals, parks, parking areas, petroleum tank farms and pumping installations, railroads, recreational areas, residential areas, rights-of-way, roadsides, schools, shadehouses, sports complexes, storage areas, substations, turfgrass areas, utility sites, warehouse areas, and wildlife management sites.

This product may also be used in non-food crop sites, Christmas tree farms, plant nurseries, sod or turf seed farms.

Unless otherwise specified, applications may be made to control any weeds listed in the "WEEDS CONTROLLED" section of this label.

Weed Control, Trim-and-Edge, Bare Ground

This product may be used in non-crop and non-food crop areas. It may be applied with any application equipment described in this label. This product may be used to trim-and-edge around objects in non-crop sites, for spot treatment of unwanted vegetation and to eliminate unwanted weeds growing in established shrub beds or ornamental plantings. This product may be used prior to planting an area to ornamentals, flowers, turfgrass (sod or seed), or prior to laying asphalt or beginning construction projects.

Repeated applications of this product may be used, as weeds emerge, to maintain bare ground.

TANK MIXTURES: This product may be tank mixed with the following products provided that the specific product is labeled for application at the use site. Refer to the individual product labels for approved sites and application rates.

Arsenal	Pendulum WDG
Barricade 65WG	Plateau
Clarity	Princep DF
diuron	Princep Liquid
Endurance	Ronstar 50 WSP
Escort	Sahara
Garlon 3A	simazine
Garlon 4	Surflan
Karmex	Telar
Krovor I DF	Vanquish
Oust XP	2,4-D
Pendulum 3.3 EC	

This product plus dicamba tank mixtures may not be applied by air in California.

When applied as a tank mixture for bare ground, this product provides control of the emerged annual weeds and control or partial control of emerged perennial weeds, woody brush and trees.

For control or partial control of the following perennial weeds, apply 1 to 2 quarts of this product plus 2 to 8 ounces of Oust XP per acre.

Bahiagrass	Fescue, tall
Bermudagrass	Johnsongrass
Broomsedge	Poorjoe
Dallisgrass	Quackgrass
Dock, curly	Vaseygrass
Dogfennel	Vervain, blue

Chemical Mowing - Perennials

This product will suppress perennial grasses listed in this section to serve as a substitute for mowing. Use 8 fluid ounces of this product per acre when treating tall fescue, fine fescue, orchardgrass, quackgrass or reed canarygrass covers. Use 6 fluid ounces of this product per acre when treating Kentucky bluegrass. Apply treatments in 10 to 40 gallons of spray solution per acre.

Use only in areas where some temporary injury or discoloration of perennial grasses can be tolerated.

Chemical Mowing - Annuals

For growth suppression of some annual grasses, annual ryegrass, wild barley and wild oats growing in coarse turf on roadsides or other industrial areas, apply 4 to 5 fluid ounces of this product in 10 to 40 gallons of spray solution per acre. Make applications when annual grasses are actively growing and before the seedheads are in the boot stage of development. Treatments may cause injury to the desired grasses.

Bromus Species and Medusahead in Pastures and Rangelands

Bromus species. This product may be used to treat downy brome (*Bromus tectorum*), Japanese brome (*Bromus japonicus*), soft chess (*Bromus mollis*) and cheatgrass (*Bromus setinalis*) found in industrial, rangeland and pasture sites. Apply 8 to 16 fluid ounces of this product per acre on a broadcast basis.

For best results, coincide treatment with early seedhead emergence of the most mature plants. Delaying the application until this growth stage will maximize the emergence of other weedy grass flushes. Make applications to the same site each year until seed

banks are depleted and the desirable perennial grasses can become reestablished on the site.

Medusahead. To treat medusahead, apply 16 fluid ounces of this product per acre as soon as plants are actively growing, and prior to the 4-leaf stage. Applications may be made in the fall or spring.

Applications to brome and medusahead may be made using ground or aerial equipment. Aerial applications for these uses may be made using fixed wing or helicopter equipment. For aerial applications, apply in 2 to 10 gallons of water per acre. For applications using ground equipment, apply in 10 to 20 gallons of water per acre. When applied as directed in this label, there are no grazing restrictions.

Dormant Turfgrass

This product may be used to control or suppress many winter annual weeds and tall fescue for effective release of dormant bermudagrass and bahiagrass turf. Treat only when turf is dormant and prior to spring green-up.

Apply 8 to 64 fluid ounces of this product per acre. Apply the labeled rates in 10 to 40 gallons of water per acre. Use only in areas where bermudagrass or bahiagrass are desirable ground covers and where some temporary injury or discoloration can be tolerated.

Treatments in excess of 16 fluid ounces per acre may result in injury or delayed green-up in highly maintained areas, golf courses and lawns. DO NOT apply tank mixtures of this product plus Oust XP in highly maintained turfgrass areas. For further uses, refer to the "Railroads" section of this label, which gives rates for dormant bermudagrass treatment and the "Roadsides" section of this label, which gives rates for dormant bermudagrass and bahiagrass treatments.

Actively Growing Bermudagrass

This product may be used to control or partially control many annual and perennial weeds for effective release of actively growing bermudagrass. DO NOT apply more than 16 fluid ounces of this product per acre in highly maintained turfgrass areas. DO NOT apply tank mixtures of this product plus Oust XP in highly maintained turfgrass areas. For further uses, refer to the "Roadsides" section of this label, which gives rates for actively growing bermudagrass treatments. Use only in areas where some temporary injury or discoloration can be tolerated.

Turfgrass Renovation, Seed, or Sod Production

This product controls most existing vegetation prior to renovating turfgrass areas or establishing turfgrass grown for seed or sod. For maximum control of existing vegetation, delay planting or sodding to determine if any regrowth from escaped underground plant parts occurs. Where repeat treatments are necessary, sufficient regrowth must be attained prior to application. For warm-season grasses like bermudagrass, summer or fall applications provide the best control. Where existing vegetation is growing under mowed turfgrass management, apply this product after omitting at least one regular mowing to allow sufficient growth for good interception of the spray.

Do not disturb soil or underground plant parts before treatment. Delay tillage or renovation techniques such as vertical mowing, coring or slicing for 7 days after application to allow translocation into underground plant parts.

Desirable turfgrasses may be planted following the above procedures.

Hand-held equipment may be used for spot treatment of unwanted vegetation growing in existing turfgrass. Broadcast or hand-held equipment may be used to control sod remnants or other unwanted vegetation after sod is harvested.

If application rates total 3 quarts per acre or less, no waiting period between treatment and feeding or livestock grazing is required. If the rate is greater than 3 quarts per acre, remove domestic livestock before application and wait 8 weeks after application before grazing or harvesting.

8.4 Habitat Management

Habitat Restoration and Management

This product may be used to control exotic and other undesirable vegetation in habitat management and natural areas, including rangeland and wildlife refuges. Applications can be made to allow recovery of native plant species, prior to planting desirable native species, and for similar broad-spectrum vegetation control requirements. Spot treatments can be made to selectively remove unwanted plants for habitat management and enhancement.

Wildlife Food Plots

This product may be used as a site preparation treatment prior to planting wildlife food plots. Any wildlife food species may be planted after applying this product, or native species may be allowed to repopulate the area. If tillage is needed to prepare a seedbed, wait 7 days after application before tillage to allow translocation into underground plant parts.

8.5 Injection and Frill (Woody Brush and Trees)

This product may be used to control or partially control woody brush and trees by injection or frill applications. Apply this product using suitable equipment that must penetrate into the living tissue. Apply the equivalent of 1/25 fluid ounce (1 ml) of this product per each 2 to 3 inches of trunk diameter at breast height (DBH). This is best achieved by applying a 50 to 100 percent concentration of this product either to a continuous frill around

the tree or as cuts evenly spaced around the tree below all branches. As tree diameter increases in size, better results are achieved by applying diluted material to a continuous frill or more closely spaced cuttings. Avoid application techniques that allow runoff to occur from frilled or cut areas in species that exude sap freely. In these species, make the frill or cuts at an oblique angle to produce a cupping effect and use a 100 percent concentration of this product. For best results, make application during periods of active growth and after full leaf expansion.

8.6 Ornamentals, Plant Nurseries, and Christmas Trees

Post-Directed and Trim-and-Edge

This product may be used prior to the planting of and as a post-directed spray around established woody ornamental species, arborvitae, azalea, boxwood, crabapple, eucalyptus, euonymus, fir, Douglas fir, jojoba, hollies, lilac, magnolia, maple, oak, poplar, privet, pine, spruce and yew, growing in plant nurseries, on Christmas tree farms, or on other non-food tree production sites. This product may also be used to trim and edge around trees, buildings, sidewalks and roads, potted plants and other objects in a nursery setting.

Desirable plants may be protected from the spray solution by using shields or coverings made of cardboard or other impermeable material. THIS PRODUCT IS NOT LABELED FOR USE AS AN OVER-THE-TOP BROADCAST SPRAY IN ORNAMENTALS AND CHRISTMAS TREES. Care must be exercised to avoid contact of spray, drift or mist with foliage or bark of established ornamental species.

Site Preparation

This product may be used prior to planting any ornamental, nursery or Christmas tree species.

Wiper Applications

This product may be used through wick or other suitable wiper applicators to control or partially control undesirable vegetation around established eucalyptus or poplar trees. See the "Selective Equipment" section of this label for further information about the proper use of wiper applicators.

Greenhouse/Shadehouse

This product may be used to control weeds growing in and around greenhouses and shadehouses. Desirable vegetation must not be present during application and air circulation fans must be turned off.

8.7 Parks, Recreational and Residential Areas

This product may be used in parks, recreational and residential areas. It may be applied with any application equipment described in this label. This product may be used to trim-and-edge around trees, fences, and paths, around buildings, sidewalks, and other objects in these areas. This product may be used for spot treatment of unwanted vegetation. This product may be used to eliminate unwanted weeds growing in established shrub beds or ornamental plantings. This product may be used prior to planting an area to ornamentals, flowers, turfgrass (sod or seed), or prior to laying asphalt or beginning construction projects.

All of the instructions in the "Non-Crop Areas and Industrial Sites" section apply to park and recreational areas.

8.8 Railroads

All of the instructions in the "Non-Crop Areas and Industrial Sites" section apply to railroads.

Bare Ground, Ballast and Shoulders, Crossings, and Spot Treatment

This product may be used to maintain bare ground on railroad ballast and shoulders. Repeat applications of this product may be used, as weeds emerge, to maintain bare ground. This product may be used to control tall-growing weeds to improve line-of-sight at railroad crossings and reduce the need for mowing along rights-of-way. For crossing applications, up to 80 gallons of spray solution per acre may be used.

This product may be tank mixed with the following products provided that the specific product is registered for ballast, shoulder, spot, bare ground and crossing treatments:

Arsenal	Krovar I DF
Clarity	Oust XP
diuron	Sahara
Escort	Spike
Garlon 3A	Telar
Garlon 4	Vanquish
Hyvar X	2,4-D

Brush Control

This product may be used to control woody brush and trees on railroad rights-of-way. Apply 4 to 10 quarts of this product per acre as a broadcast spray, using boom-type or boomless nozzles. Up to 80 gallons of spray solution per acre may be used. Apply a 3/4- to 2-percent solution of this product when using high-volume spray-to-wet applications. Apply a 5- to 10-percent solution of this product when using low-volume directed sprays

for spot treatment. This product may be mixed with the following products for enhanced control of woody brush and trees:

Arsenal	Garlon 4
Escort	Tordon K
Garlon 3A	

Bermudagrass Release

This product may be used to control or partially control many annual and perennial weeds for effective release of actively growing bermudagrass. Apply 1 to 3 pints of this product in up to 80 gallons of spray solution per acre. Use the lower rate when treating annual weeds below 6 inches in height (or runner length). Use the higher rate as weeds increase in size or as they approach flower or seedhead formation. These rates will also provide partial control of the following perennial species:

Bahiagrass	Johnsongrass
Bluestem, silver	Trumpetcreeper
Fescue, tall	Vaseygrass

This product may be tank-mixed with Oust XP. If tank-mixed, use no more than 1 to 3 pints of this product with 1 to 2 ounces of Oust XP per acre. Use the lower rates of each product to control annual weeds less than 6 inches in height (or runner length) that are listed in this label and the Oust XP label. Use the higher rates as annual weeds increase in size and approach the flower or seedhead stages. These rates will also provide partial control of the following perennial weeds:

Bahiagrass	Fescue, tall
Blackberry	Johnsongrass
Bluestem, silver	Poorjoe
Broomsedge	Raspberry
Dallisgrass	Trumpetcreeper
Dewberry	Vaseygrass
Dock, curly	Vervain, blue
Dogfennel	

Use only on well-established bermudagrass. Bermudagrass injury may result from the treatment, but regrowth will occur under moist conditions. Do not make repeat applications in the same season since severe injury may occur.

8.9 Roadsides

All of the instructions in the "Non-Crop Areas and Industrial Sites" section apply to roadsides.

Shoulder Treatments

This product may be used on road shoulders. It may be applied with boom sprayers, shielded boom sprayers, high-volume off-center nozzles, hand-held equipment, and similar equipment.

Guardrails and Other Obstacles to Mowing

This product may be used to control weeds growing under guardrails and around signposts and other objects along the roadside.

Spot Treatment

This product may be used as a spot treatment to control unwanted vegetation growing along roadsides.

Tank Mixtures

This product may be tank-mixed with the following products for shoulder, guardrail, spot and bare ground treatments provided that the specific product is registered for use on such sites. Read and carefully observe label directions, cautionary statements and all information on the labels of all products used.

Clarity	Princep DF
diuron	Princep Liquid
Endurance	Ronstar 50 WSP
Escort	Sahara
Krovar I DF	simazine
Oust XP	Surflan
Outrider®	Telar
Pendulum 3.3 EC	Vanquish
Pendulum WDG	2,4-D

See the "Tank Mixtures" section of this label for tank-mixing instructions.

Release of Bermudagrass or Bahiagrass

Dormant Applications

This product may be used to control or partially control many winter annual weeds and tall fescue for effective release of dormant bermudagrass or bahiagrass. Treat only when turf is dormant and prior to spring green-up. This product may also be tank-mixed with Outrider or Oust XP for residual control. Tank mixtures of this product with Oust XP may delay green-up.

For best results on winter annuals, treat when plants are in an early growth stage (below 6 inches in height) after most have germinated. For best results on tall fescue, treat when fescue is at or beyond the 4- to 6-leaf stage.

Apply 8 to 64 fluid ounces of this product in a tank mixture with 3/4 to 1-1/3 ounces Outrider herbicide per acre. Read and follow all label directions for Outrider herbicide.

Apply 8 to 64 fluid ounces of this product per acre alone or in a tank mixture with 1/4 to 1 ounce per acre of Oust XP. Apply the labeled rates in 10 to 40 gallons of water per acre. Use only in areas where bermudagrass or bahiagrass are desirable ground covers and where some temporary injury or discoloration can be tolerated. To avoid delays in green-up and minimize injury, add no more than 1 ounce of Oust XP per acre on bermudagrass and no more than 1/2 ounce of Oust XP per acre on bahiagrass and avoid treatments when these grasses are in a semi-dormant condition.

Actively Growing Bermudagrass

This product may be used to control or partially control many annual and perennial weeds for effective release of actively growing bermudagrass. Apply 1 to 3 pints of this product in 10 to 40 gallons of spray solution per acre. Use the lower rate when treating annual weeds below 6 inches in height (or runner length). Use the higher rate as weeds increase in size or as they approach flower or seedhead formation. These rates will also provide partial control of the following perennial species:

Bahiagrass	Johnsongrass
Bluestem, silver	Trumpetcreeper
Fescue, tall	Vaseygrass

This product may be tank mixed with Outrider for control or partial control of Johnsongrass and other weeds listed in the Outrider label. Use 8 to 32 fluid ounces of this product with 3/4 to 1-1/3 ounces of Outrider. Use the higher rates of both products for control of perennial weeds or annual weeds greater than 6 inches in height.

This product may be tank mixed with Oust XP. If tank-mixed, use no more than 1 to 2 pints of this product with 1 to 2 ounces of Oust XP per acre. Use the lower rates of each product to control annual weeds less than 6 inches in height (or runner length) that are listed in this label and the Oust XP label. Use the higher rates as annual weeds increase in size and approach the flower or seedhead stages. These rates will also provide partial control of the following perennial weeds:

Bahiagrass	Fescue, tall
Bluestem, silver	Johnsongrass
Broomsedge	Poorjoe
Dallisgrass	Trumpetcreeper
Dock, curly	Vaseygrass
Dogfennel	Vervain, blue

Use only on well-established bermudagrass. Bermudagrass injury may result from the treatment, but regrowth will occur under moist conditions. Repeat applications of the tank mix in the same season causes severe injury.

Actively Growing Bahiagrass

For suppression of vegetative growth and seedhead inhibition of bahiagrass for approximately 45 days, apply 6 fluid ounces of this product in 10 to 40 gallons of water per acre. Apply 1 to 2 weeks after full green-up or after mowing to a uniform height of 3 to 4 inches. This application must be made prior to seedhead emergence.

For suppression up to 120 days, apply 4 fluid ounces of this product per acre, followed by an application of 2 to 4 fluid ounces per acre about 45 days later. Make no more than 2 applications per year.

This product may be used for control or partial control of Johnsongrass and other weeds listed on the Outrider label in actively growing bahiagrass. Apply 1-1/2 to 4-3/4 ounces of this product with 0.75 to 1.33 ounces of Outrider per acre. Use the higher rates for control of perennial weeds or annual weeds greater than 6 inches in height. Use only on well-established bahiagrass.

A tank mixture of this product plus Oust XP may be used. Apply 6 fluid ounces of this product plus 1/4 ounce of Oust XP per acre 1 to 2 weeks following an initial spring mowing. Make only one application per year.

8.10 Utility Sites

This product is labeled for use along electrical power, pipeline and telephone rights-of-way, and in other sites associated with these rights-of-way, substations, roadsides, railroads or similar rights-of-way that run in conjunction with utilities.

This product may be used in utility sites and substations for bare ground, trim-and-edge, spot treatment of unwanted vegetation and to eliminate unwanted weeds growing in established shrub beds or ornamental plantings. This product may be used prior to planting a utility site to ornamentals, flowers, turfgrass (sod or seed), or beginning construction projects.

Repeated applications of this product may be used, as weeds emerge, to maintain bare ground.

This product is also labeled for use in preparing or establishing wildlife openings within these sites, maintaining access roads and for side trimming along utility rights-of-way.

Tank Mixtures

Tank mixtures of this product may be used to increase the spectrum of control for herbaceous weeds, woody brush and trees provided that the specific product is registered for application to the desired site. When tank mixing, read and carefully observe the label claims, cautionary statements and all information on the labels of all products used. Use according to the most restrictive precautionary statements for each product in the mixture. Any labeled rate of this product may be used in a tank mix.

For control of herbaceous weeds, use the lower labeled tank mixture rates. For control of dense stands or tough-to-control woody brush and trees, use the higher labeled rates.

TANK MIXTURES: This product may be tank mixed with the following products for use in utility sites, provided that the specific product used is labeled for use on these sites. Refer to the individual product labels for approved sites and application rates.

Arsenal	Outrider
atrazine ¹	pendimethalin ¹
Barricade 65WG	Plateau
dicamba ¹	Ronstar 50 WP
diuron ¹	Sahara
Endurance	simazine ¹
Escort	Surflan AS
Escort XP	Surflan WDG
Garlon 3A ²	Telar DF
Garlon 4 ³	Transline
Krenite	Vanquish
Krovar I DF	Velpar DF
Oust	Velpar L
Oust XP	2,4-D ¹

¹ Tank mixtures with product containing this generic active ingredient may be made provided the specific product is labeled for application at the use site.

² Ensure that Garlon 3A is thoroughly mixed with water according to label directions before adding this product. Have spray mixture agitating at the time this product is added to avoid spray incompatibility problems.

³ For side trimming treatments, use this product alone or in a tank mixture with Garlon 4.

Bare Ground and Trim-and-Edge

This product may be used in utility sites and substations for bare ground, trim-and-edge around objects, spot treatment of unwanted vegetation and to eliminate unwanted weeds growing in established shrub beds or ornamental plantings. This product may be used prior to planting a utility site to ornamentals, flowers, turfgrass (sod or seed), or beginning construction projects.

Repeated applications of this product may be used, as weeds emerge, to maintain bare ground.

This product may be tank mixed with the following products. Refer to these products' labels for approved non-crop sites and application rates.

Arsenal	Plateau
Banvel	Princep DF
Barricade 65WG	Princep Liquid
diuron	Ronstar 50 WP
Endurance	Sahara
Escort	simazine
Garlon 3A	Surflan

9.0 WEEDS CONTROLLED

Always use the higher rate of this product per acre within the labeled range when weed growth is heavy or dense or weeds are growing in an undisturbed (non-cultivated) area.

Reduced results may occur when treating weeds heavily covered with dust. For weeds that have been mowed, grazed or cut, allow regrowth to occur prior to treatment.

For low-volume directed spray applications, use a 5- to 10-percent solution of this product for control or partial control of annual weeds, perennial weeds, or woody brush and trees. Spray coverage must be uniform with at least 50 percent of the foliage contacted. Coverage of the top one-half of the plant is important for best results. To ensure adequate spray coverage, spray both sides of large or tall woody brush and trees, when foliage is thick and dense, or where there are multiple resprouts.

Refer to the following label sections for labeled rates for the control of annual and perennial weeds and woody brush and trees. For difficult to control perennial weeds and woody brush and trees, where plants are growing under stressed conditions, or where infestations are dense, this product may be used at 5 to 10 quarts per acre for enhanced results.

9.1 Annual Weeds

Use 1 quart per acre if weeds are less than 6 inches in height or runner length and 1.5 quarts to 4 quarts per acre if weeds are over 6 inches in height or runner length or when weeds are growing under stressed conditions.

For spray-to-wet applications, apply a 1/2-percent solution of this product to weeds less than 6 inches in height or runner length. Apply prior to seedhead formation in grass or bud formation in broadleaf weeds. For annual weeds over 6 inches tall, or for smaller weeds growing under stressed conditions, use a 1- to 2-percent solution. Use the higher rate for tough-to-control species or for weeds over 24 inches tall.

WEED SPECIES

Anoda, spurred	Medusahead*
Barley*	Morningglory (<i>Ipomoea spp</i>)
Barley, little*	Mustard, blue*
Barnyardgrass*	Mustard, tansy*
Bassia, fivehook	Mustard, tumble*
Bittercress*	Mustard, wild*
Bluegrass, annual*	Nightshade, black*
Bluegrass, bulbous*	Oats
Brome, downy*	Pancium, browntop*
Brome, Japanese*	Pancium, fall*
Buttercup*	Pancium, Texas*
Castorbean	Pennycress, field*
Cheatgrass*	Pepperweed, Virginia*
Cheeseweed (<i>Malva parviflora</i>)	Pigweed*
Chervil*	Puncturevine
Chickweed*	Purslane, common
Cocklebur*	Pustley, Florida
Copperleaf, hophornbeam	Ragweed, common*
Copperleaf, Virginia	Ragweed, giant
Coreopsis, plains/tickseed*	Rice, red
Corn*	Rocket, London*
Crabgrass*	Rocket, yellow
Cupgrass, woolly*	Rye*
Dwarfdandelion*	Ryegrass*
Eclipta*	Sandbur, field*
Falsedandelion*	Sesbania, hemp
Falsesax, smallseed*	Shattercane*
Fiddleneck	Shepherd's-purse*
Filaree	Sicklepod
Fleabane, annual*	Signalgrass, broadleaf*
Fleabane, hairy	Smartweed, ladysthumb*
(<i>Coryza bonariensis</i>)*	Smartweed, Pennsylvania*
Fleabane, rough*	Sorghum, grain (milo)*
Foxtail*	Sowthistle, annual
Foxtail, Carolina*	Spanishneedles
Geranium, Carolina	Speedwell, corn*
Goatgrass, jointed*	Speedwell, purslane*
Goosegrass	Sprangletop*
Groundsel, common*	Spurge, annual
Henbit	Spurge, prostrate*
Horseweed/Marestail	Spurge, spotted*
(<i>Coryza canadensis</i>)	Spurry, umbrella*
Itchgrass*	Starthistle, yellow
Johnsongrass, seedling	Stinkgrass*
Junglerice	Sunflower*
Knotweed	Teaweed/Prickly sida
Kochia	Thistle, Russian
Lamb's-quarters*	Velvetleaf
Lettuce, prickly*	Wheat*
Mannagrass, eastern*	Wild oats*
Mayweed	Witchgrass*

*When using field broadcast equipment (aerial applications or boom sprayers using flat-fan nozzles) these species will be controlled or partially controlled using 1 pint of this product per acre. Applications must be made using 3 to 10 gallons of carrier volume per acre. Use nozzles that ensure thorough coverage of foliage and treat when weeds are in an early growth stage.

9.2 Perennial Weeds

Best results are obtained when perennial weeds are treated after they reach the reproductive stage of growth (seedhead initiation in grasses and bud formation in broadleaves). For non-flowering plants, best results are obtained when the plants reach a mature stage of growth. In many situations, treatments are required prior to these growth stages. Under these conditions, use the higher application rate within the labeled range.

Use a 2-percent solution on tough-to-control perennials like bermudagrass, dock, field bindweed, hemp dogbane, milkweed and Canada thistle.

Ensure thorough coverage when using spray-to-wet treatments using hand-held equipment. When using hand-held equipment for low-volume directed spot treatments, apply a 5- to 10-percent solution of this product.

Allow 7 or more days after application before tillage.

Weed Species	Rate (QT/A)	Hand-Held % Solution
Alfalfa*	1	2
Alligatorweed*	4	1.5
Anise (fennel)	2 - 4	1 - 2
Artichoke, Jerusalem	3 - 5	2
Bahiagrass	3 - 5	2

Weed Species	Rate (QT/A)	Hand-Held % Solution
Beachgrass, European (<i>Ammophila arenaria</i>)	—	5
Bentgrass*	1.5	2
Bermudagrass	5	2
Bermudagrass, water (knotgrass)	1.5	2
Bindweed, field	4 - 5	2
Bluegrass, Kentucky	2	2
Blueweed, Texas	4 - 5	2
Brackenfern	3 - 4	1 - 1.5
Bromegrass, smooth	2	2
Bursage, woolly-leaf	—	2
Canarygrass, reed	2 - 3	2
Cattail	3 - 5	2
Clover, red, white	3 - 5	2
Cogongrass	3 - 5	2
Dallisgrass	3 - 5	2
Dandelion	3 - 5	2
Dock, curly	3 - 5	2
Dogbane, hemp	4	2
Fescue (except tall)	3 - 5	2
Fescue, tall	1 - 3	2
Guineagrass	3	1
Hemlock, poison	2 - 4	1 - 2
Horsenettle	3 - 5	2
Horseradish	4	2
Iceplant	2	1.5 - 2
Ivy, German	2 - 4	1 - 2
Johnsongrass	2 - 3	1
Kikuyugrass	2 - 3	2
Knapweed	4	2
Lantana	—	1 - 1.25
Lespedeza	3 - 5	2
Milkweed, common	3	2
Muhly, wirestem	2	2
Mullein, common	3 - 5	2
Napiergrass	3 - 5	2
Nightshade, silverleaf	2	2
Nutsedge, purple, yellow	3	1 - 2
Orchardgrass	2	2
Pampasgrass	3 - 5	1.5 - 2
Paragrass	3 - 5	2
Pepperweed, perennial	4	2
Phragmites*	3 - 5	1 - 2
Quackgrass	2 - 3	2
Redvine*	2	2
Reed, giant	4 - 5	2
Ryegrass, perennial	2 - 3	1
Smartweed, swamp	3 - 5	2
Spurge, leafy*	—	2
Sweet potato, wild*	—	2
Thistle, artichoke	2 - 3	1 - 2
Thistle, Canada	2 - 3	2
Timothy	2 - 3	2
Torpedograss*	4 - 5	2
Trumpet creeper*	2 - 3	2
Vaseygrass	3 - 5	2
Velvetgrass	3 - 5	2
Wheatgrass, western	2 - 3	2

*Partial control

9.3 Woody Brush and Trees

Apply this product after full leaf expansion, unless otherwise directed in this label or separate supplemental label or Fact Sheet published by Monsanto. Use the higher rate for larger plants and/or dense areas of growth. On vines, use the higher rate for plants

that have reached the woody stage of growth. Best results are obtained when application is made in late summer or fall after fruit formation.

In arid areas, best results are obtained when applications are made in the spring to early summer when brush species are at high moisture content and are flowering.

Ensure thorough coverage when using spray-to-wet treatments using hand-held equipment. When using hand-held equipment for low-volume directed-spray spot treatments, apply a 5- to 10-percent solution of this product.

Symptoms may not appear prior to frost or senescence with fall treatments.

Allow 7 or more days after application before tillage, mowing or removal. Repeat treatments may be necessary to control plants regenerating from underground parts or seed. Some autumn colors on undesirable deciduous species are acceptable provided no major leaf drop has occurred. Reduced performance may result if fall treatments are made following a frost.

Weed Species	Broadcast Rate (QT/A)	Hand-Held Spray-to-Wet % Solution
Alder	3 - 4	1 - 1.5
Ash*	2 - 5	1 - 2
Aspen, quaking	2 - 3	1 - 1.5
Bearclover (Bearmat)*	2 - 5	1 - 2
Beech*	2 - 5	1 - 2
Birch	2	1
Blackberry	3 - 4	1 - 1.5
Blackgum*	2 - 5	1 - 2
Bracken	2 - 5	1 - 2
Broom; French, Scotch	2 - 5	1.5 - 2
Buckwheat, California*	2 - 4	1 - 2
Cascara*	2 - 5	1 - 2
Catsclaw*	—	1 - 1.5
Ceanothus*	2 - 5	1 - 2
Chamise*	2 - 5	1
Cherry, bitter, black, pin	2 - 3	1 - 1.5
Coyotebrush	3 - 4	1.5 - 2
Creepers, Virginia	2 - 5	1 - 2
Deerweed	2 - 5	1
Dogwood*	2 - 5	1 - 2
Elderberry	2	1
Elm*	2 - 5	1 - 2
Eucalyptus	—	2
Flower, monkey flower*	2 - 4	1 - 2
Gorse*	2 - 5	1 - 2
Hasardia*	2 - 4	1 - 2
Hawthorn	2 - 3	1 - 1.5
Hazel	2	1
Hickory*	2 - 5	1 - 2
Honeysuckle	3 - 4	1 - 1.5
Hornbeam, American*	2 - 5	1 - 2
Ivy, poison	4 - 5	2
Kudzu	4	2
Locust, black*	2 - 4	1 - 2
Madrone resprouts*	—	2
Manzanita*	2 - 5	1 - 2
Maple, red*	2 - 4	1 - 1.5
Maple, sugar	—	1 - 1.5
Maple, vine*	2 - 5	1 - 2
Oak; black, white*	2 - 4	1 - 2
Oak, post	3 - 4	1 - 1.5
Oak; northern pin	2 - 4	1 - 1.5
Oak, poison	4 - 5	2
Oak, scrub*	2 - 4	1 - 1.5
Oak, southern red	2 - 3	1 - 1.5
Olive, Russian*	2 - 5	1 - 2
Peppertree, Brazilian (Florida holly)*	2 - 5	1 - 2
Persimmon*	2 - 5	1 - 2
Pine	2 - 5	1 - 2
Poplar, yellow*	2 - 5	1 - 2
Redbud, eastern	2 - 5	1 - 2
Rose, multiflora	2	1
Sage, black	2 - 4	1
Sage, white*	2 - 4	1 - 2

Weed Species	Broadcast Rate (QT/A)	Hand-Held Spray-to-Wet % Solution
Sage brush, California	2 - 4	1
Salmonberry	2	1
Saltcedar*	2 - 5	1 - 2
Sassafras*	2 - 5	1 - 2
Sourwood*	2 - 5	1 - 2
Sumac; laurel, poison, smooth, sugarbush, winged *	2 - 4	1 - 2
Sweetgum	2 - 3	1 - 1.5
Swordfern*	2 - 5	1 - 2
Tallowtree, Chinese	---	1
Tanoak resprouts*	---	2
Thimbleberry	2	1
Tobacco, tree*	2 - 4	1 - 2
Toyon*	-	2
Trumpet creeper	2 - 3	1 - 1.5
Waxmyrtle, southern*	2 - 5	1 - 2
Willow	3	1
Yerba Santa, California*	---	2

*Partial control

10.0 LIMIT OF WARRANTY AND LIABILITY

Monsanto Company warrants that this product conforms to the chemical description on the label and is reasonably fit for the purposes set forth in the Complete Directions for Use label booklet ("Directions") when used in accordance with those Directions under the conditions described therein. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, NO OTHER EXPRESS WARRANTY OR IMPLIED WARRANTY OF FITNESS FOR PARTICULAR PURPOSE OR MERCHANTABILITY IS MADE. This warranty is also subject to the conditions and limitations stated herein.

Buyer and all users shall promptly notify this Company of any claims whether based in contract, negligence, strict liability, other tort or otherwise.

To the extent consistent with applicable law, buyer and all users are responsible for all loss or damage from use or handling which results from conditions beyond the control of this Company, including, but not limited to, incompatibility with products other than those set forth in the Directions, application to or contact with desirable vegetation, unusual weather, weather conditions which are outside the range considered normal at the application site and for the time period when the product is applied, as well as weather conditions which are outside the application ranges set forth in the Directions, application in any manner not explicitly set forth in the Directions, moisture conditions outside the moisture range specified in the Directions, or the presence of products other than those set forth in the Directions in or on the soil, crop or treated vegetation.

This Company does not warrant any product reformulated or repackaged from this product except in accordance with this Company's stewardship requirements and with express written permission from this Company.

TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, THE EXCLUSIVE REMEDY OF THE USER OR BUYER, AND THE LIMIT OF THE LIABILITY OF THIS COMPANY OR ANY OTHER SELLER FOR ANY AND ALL LOSSES, INJURIES OR DAMAGES RESULTING FROM THE USE OR HANDLING OF THIS PRODUCT (INCLUDING CLAIMS BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE) SHALL BE THE PURCHASE PRICE PAID BY THE USER OR BUYER FOR THE QUANTITY OF THIS PRODUCT INVOLVED, OR, AT THE ELECTION OF THIS COMPANY OR ANY OTHER SELLER, THE REPLACEMENT OF SUCH QUANTITY, OR, IF NOT ACQUIRED BY PURCHASE, REPLACEMENT OF SUCH QUANTITY. IN NO EVENT SHALL THIS COMPANY OR ANY OTHER SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES.

Upon opening and using this product, buyer and all users are deemed to have accepted the terms of this LIMIT OF WARRANTY AND LIABILITY which may not be varied by any verbal or written agreement. If terms are not acceptable, return at once unopened.

Outrider, Ranger PRO, Ranger PRO and Design and Monsanto and Vine Design are registered trademarks of Monsanto Technology LLC. All other trademarks are the property of their respective owners.

This product is protected by U.S. Patent Nos. 5,683,958; 5,703,015; 6,063,733; 6,121,199; 6,121,200. No license granted under any non-U.S. patent(s).

EPA Reg. No. 524-517

In case of an emergency involving this product, or for medical assistance, Call Collect, day or night, (314) 694-4000.

Packed For:
MONSANTO COMPANY
800 N. LINDBERGH BLVD.
ST. LOUIS, MISSOURI, 63167 U.S.A.
©2010
012510

MONSANTO 

ATENCIÓN:

Esta etiqueta de muestra se entrega únicamente para información general.

- Este producto pesticida puede no estar todavía disponible o aprobado para la venta o utilización en su localidad.
- Usted tiene la responsabilidad de cumplir todas las leyes federales, estatales y locales, así como todas las reglamentaciones relativas a la utilización de pesticidas.
- Antes de utilizar un pesticida, asegúrese de que esté aprobado en su estado o localidad.
- Su estado o localidad puede exigir precauciones adicionales e instrucciones para la utilización de este producto que no están incluidas aquí.
- Monsanto no garantiza el 100% ni la certeza de esta etiqueta de la espécimen. La información encontrada en esta etiqueta puede diferir de la información encontrada en la etiqueta del producto. Usted debe tener consigo la etiqueta aprobada por la agencia EPA cuando utilice el producto y debe leer y respetar todas las instrucciones en la etiqueta.
- No debe basarse sobre las precauciones, las instrucciones de utilización y cualquier otra información en esta etiqueta para utilizar algún otro producto similar.
- Siempre siga las precauciones y las instrucciones para el uso en la etiqueta del pesticida que usted utiliza.



El herbicida Ranger PRO es un herbicida profesional completo de postemergencia y de amplia efectividad, para el control de malezas en zonas industriales, céspedes y ornamentales.

Instrucciones completas para el uso

Registro en la EPA N° 524-517

2010-1

EVITE EL CONTACTO DEL HERBICIDA CON EL FOLLAJE, TALLOS, RAICES NO LEÑOSAS EXPUESTAS O FRUTOS EXPUESTOS DE LAS COSECHAS, PLANTAS Y ARBOLES DESEABLES. EN CASO CONTRARIO ES PROBABLE QUE SUFRAN GRAVES DAÑOS O SEAN DESTRUIDOS TOTALMENTE.

Antes de usar este producto, lea la etiqueta en su totalidad.

Uselo solamente de acuerdo con las instrucciones de la etiqueta.

No todos los productos recomendados en esta etiqueta han sido registrados para su uso en California. Verifique el estado de registro de cada producto en California antes de utilizarlo.

Antes de comprar o usar el producto, lea "LÍMITES EN LA GARANTÍA Y EN LA RESPONSABILIDAD" en la última sección de la etiqueta. Si las condiciones son inaceptables para usted, devuelva el producto inmediatamente sin abrir el recipiente.

ESTE ES UN PRODUCTO PARA USARSE TAL Y COMO ESTA PREPARADO. MONSANTO NO LO HA DISEÑADO NI LO HA REGISTRADO PARA QUE SEA REFORMULADO. VEA LA ETIQUETA DEL ENVASE INDIVIDUAL PARA ENTERARSE DE LAS LIMITACIONES DE REEMPAQUE.

1.0 INGREDIENTES

INGREDIENTE ACTIVO:

*Glifosato, N-(fosfonometil)glicina, en forma de su sal de isopropilamina	41.0%
OTROS INGREDIENTES (incluyendo surfactante):	59.0%
	100.0%

*Contiene 480 gramos por litro o 4 libras por galón americano del ingrediente activo glifosato, en forma de su sal de isopropilamina. Equivalente a 356 gramos por litro o 3 libras por galón americano del ácido, glifosato.

Este producto está protegido por la patente de los Estados Unidos Nos. 5,683,958; 5,703,015; 6,063,733; 6,121,199; 6,121,200. No se han otorgado licencias bajo ninguna patente que no sea de los Estados Unidos.

2.0 TELEFONOS IMPORTANTES

PARA INFORMACION SOBRE EL PRODUCTO O AYUDA
PARA UTILIZAR ESTE PRODUCTO,
LLAME GRATIS AL, 1-800-332-3111.

EN CASO DE QUE SE PRESENTE UNA EMERGENCIA RELACIONADA CON ESTE PRODUCTO, O PARA OBTENER AYUDA MEDICA, LLAME POR COBRAR A CUALQUIER HORA DEL DIA O DE LA NOCHE, AL TELEFONO, (314)-694-4000.

3.0 ADVERTENCIAS

3.1 Riesgos para seres humanos y animales domésticos

Manténgase fuera del alcance de los niños.

¡PRECAUCION!

IRRITA LOS OJOS.

Evite el contacto con los ojos y con la ropa.

PRIMEROS AUXILIOS: Llame al centro de envenenamientos o a un médico para que le indique el tratamiento.

SI ENTRA EN CONTACTO CON LOS OJOS	<ul style="list-style-type: none">• Mantenga abiertos los ojos y enjuague lenta y cuidadosamente con agua durante 15 a 20 minutos.• Si usa lentes de contacto, quíteselos después de los primeros 5 minutos, y continúe enjuagando los ojos.
--	---

- Tenga a mano el envase o la etiqueta del producto cuando llame al centro de envenenamientos o al médico, o cuando vaya a procurarse tratamiento.
- También puede llamar por cobrar al teléfono (314) 694-4000, las 24 horas, para obtener información sobre el tratamiento médico de urgencia.
- Este producto está identificado como herbicida Ranger PRO®, Registro de la EPA N° 524-517.

ANIMALES DOMESTICOS: Este producto se considera relativamente no tóxico para los perros y otros animales domésticos; sin embargo, la ingestión de este producto o de grandes cantidades de vegetación recientemente tratada puede resultar en una irritación gastrointestinal temporal (vómito, diarrea, cólico, etc.). Si se observan dichos síntomas, dé al animal suficiente cantidad de líquidos para evitar la deshidratación. Si los síntomas continúan por más de 24 horas, llame al veterinario.

Equipo de protección personal (PPE)

Las personas que aplican o manejan este producto deben usar: camisas de manga larga, así como pantalones largos, zapatos y calcetín. Siga las instrucciones del fabricante para limpiar y mantener el equipo de protección personal. En caso de no tener dichas instrucciones para piezas lavables, use detergente y agua muy caliente. Mantenga y lave el equipo de protección personal separado de las demás piezas a lavarse.

Deseché la ropa y otros materiales absorbentes que se hayan empapado o se encuentren muy contaminados con el concentrado de este producto. No los vuelva a utilizar.

En los casos en los cuales el personal encargado de manejar el producto lo hace en ambientes cerrados, cabinas cerradas o aviones, de manera tal que se cumplan los requisitos listados en "Worker Protection Standard (WPS) for agricultural pesticides" (Normas para la Protección de los Trabajadores que trabajan con pesticidas usados en la agricultura) (40 CFR 170.240 (d) (4-6)), los requisitos para el equipo de protección personal del trabajador pueden ser reducidos o modificados de acuerdo a lo que se especifica en las normas WPS.

Recomendaciones de seguridad para el usuario

El usuario debe:

- Lavarse las manos antes de comer, beber, mascar goma, usar tabaco o de usar el servicio higiénico.
- Quitarse la ropa inmediatamente en caso de que el pesticida entre dentro de ésta. Luego debe lavarse muy bien y ponerse ropa limpia.

3.2 Riesgos al medio ambiente

No aplique directamente al agua, en áreas donde el agua superficial esté presente o en áreas donde haya mareas altas y bajas por debajo del nivel medio de mareas altas. No contamine el agua cuando lave los equipos ni cuando elimine las aguas de lavado de los mismos.

3.3 Riesgos de orden físico o químico

Para mezclar, almacenar y aplicar la solución de este producto, se deben usar solamente envases de acero inoxidable, fibra de vidrio, plástico o envases de acero recubiertos internamente con plástico.

NO MEZCLE, ALMACENE O APLIQUE ESTE PRODUCTO O SUS SOLUCIONES PARA ROCIAR EN RECIPIENTES O TANQUES ROCIADORES DE ACERO GALVANIZADO O DE ACERO NO RECUBIERTO (EXCEPTO SI ES ACERO INOXIDABLE). Este producto o la solución para rociar reaccionan con el material de dichos recipientes y tanques, lo cual produce hidrógeno, que puede formar una mezcla de gases altamente combustibles. Si esta mezcla de gases entra en contacto con llamas, chispas, el soplete de un soldador, un cigarrillo encendido o cualquier otra fuente de encendido, puede inflamarse o explotar y causar heridas graves a personas.

INSTRUCCIONES PARA EL USO

El uso de este producto de cualquier manera que sea inconsistente con las instrucciones dadas en la etiqueta es una violación de las leyes federales. Este producto sólo puede utilizarse de acuerdo con las indicaciones sobre el modo de empleo que figuran en esta etiqueta o en las etiquetas o fichas técnicas adicionales de Monsanto publicadas por separado. Puede consultar las etiquetas adicionales en Internet en www.agrian.com, www.cdms.net o www.greenbook.net, o bien puede solicitarlas a su vendedor minorista autorizado de Monsanto o a su representante de Monsanto Company.

No aplique este producto de alguna manera que entre en contacto con los trabajadores u otras personas, ya sea directamente o por medio de alguna corriente de aire. Solamente las personas que los manipulen y que usen equipo protector podrán estar en el área durante su aplicación. Para verificar requisitos específicos de su tribu o estado, consulte con la agencia responsable de la regulación del uso de pesticidas.

Requisitos para el uso en la agricultura

Use este producto siguiendo estrictamente las instrucciones de la etiqueta y de acuerdo con "Worker Protection Standard", 40 CFR Sección 170. Estas normas contienen los requisitos para proteger a los trabajadores agrícolas en haciendas, bosques, viveros e invernaderos, así como a aquellos trabajadores que manejan pesticidas usados en la agricultura. Las normas contienen los requisitos para entrenar, descontaminar, para dar aviso y para asistencia de emergencia. También contienen instrucciones específicas y excepciones que tienen que ver con el contenido de esta etiqueta en lo relacionado con el equipo para la protección personal (PPE) e intervalos de entrada restringida. Los requisitos mencionados en esta sección se aplican únicamente a los usos de este producto que están regulados por las Normas para la Protección de los Trabajadores (WPS).

No entre ni permita la entrada de personal al área tratada durante el intervalo de entrada restringida (REI) de 4 horas.

El equipo de protección personal (PPE) permitido por el Estándar de Protección al Trabajador (WPS) necesario para una entrada prematura a lugares tratados y que implique el contacto con cualquier cosa que haya sido tratada como plantas, suelo o agua, es: overoles /monos, guantes resistentes a los productos químicos de más de 14 mil de espesor, fabricados con materiales como caucho (goma) butílico, caucho natural, neopreno o caucho nitrilo, zapatos y calcetines.

Requisitos para usos no agrícolas

Los requisitos en esta sección son para los usos de este producto que NO están cubiertos por WPS (40 CFR Sección 170) para el uso de pesticidas en la agricultura. Las regulaciones del WPS se aplican cuando el producto se usa para obtener productos agrícolas en haciendas, bosques, viveros e invernaderos.

Mantenga a las personas y a los animales domésticos fuera del área tratada hasta que la solución rociada se haya secado.

4.0 ALMACENAMIENTO Y DESECHO

Son fundamentales el almacenamiento y la eliminación adecuados de los pesticidas para evitar la exposición de las personas y el medio ambiente como consecuencia de pérdidas y derrames del producto, excedentes o desechos y actos de vandalismo. No permita que este producto contamine el agua, los alimentos de las personas y animales o las semillas por medio del almacenamiento y la eliminación.

ALMACENAMIENTO DEL PESTICIDA: Guarde los pesticidas lejos de los alimentos para personas, los alimentos para mascotas, los alimentos para animales, las semillas, los fertilizantes y los materiales de uso veterinario. Mantenga el envase bien cerrado para evitar derramamientos y contaminación.

ELIMINACIÓN DEL PESTICIDA: Para evitar desechos, use todo el material contenido en este envase, incluyendo los residuos del enjuague, aplicándolo según las indicaciones de la etiqueta. Si no es posible evitar los desechos, ofrezca el producto restante a una planta de eliminación de desechos o a un programa de eliminación de pesticidas. Estos programas suelen ser manejados por gobiernos estatales o locales o por la industria. Todos los desechos deben seguir los procedimientos federales, estatales y locales aplicables.

Consulte la etiqueta del envase para las instrucciones sobre la manipulación y eliminación y las limitaciones de relleno del mismo.

5.0 INFORMACION GENERAL

Descripción del producto: Este producto es un herbicida sistémico de aplicación post-emergencia foliar, sin actividad residual en el suelo. Controla un amplio espectro de malezas anuales, malezas perennes, matorrales leñosos y árboles. Está formulado como un líquido soluble en agua que contiene surfactante y no es necesario ni se recomienda el agregado de otro surfactante. Puede aplicarse utilizando equipos convencionales después de su dilución y mezclado con agua o con otros medios de transporte según las instrucciones de la etiqueta.

Aparición de los síntomas: Este producto se mueve dentro de la planta desde el punto de aplicación sobre el follaje hasta las raíces. Los efectos visibles incluyen que la planta se marchite y se vuelva amarilla de forma gradual, hasta que su parte exterior se torne completamente color café; mientras tanto, las partes de la planta que están bajo tierra se deterioran completamente. Los efectos visibles en la mayoría de las malezas anuales se pueden apreciar entre los 2 y los 4 días después de la aplicación, pero en la mayoría de las malezas perennes es posible que no se observen hasta después de 7 días o más. El frío extremo o el cielo muy nublado después de la aplicación pueden retardar la actividad del producto y hacer que el efecto visual se demore.

Etapas de malezas: Las malezas anuales son más fáciles de controlar cuando son pequeñas. Para lograr el mejor control de la mayoría de las malezas perennes, el tratamiento debe realizarse en las últimas etapas de crecimiento, cerca de su etapa de madurez. Vea en las secciones "MALEZAS CONTROLADAS" de esta etiqueta las proporciones específicas para cada tipo de maleza.

Aplique siempre la mayor cantidad de producto dentro del rango indicado cuando las malezas son muy densas o cuando crecen en áreas no tocadas (no cultivadas). Puede haber una disminución de los resultados cuando se traten malezas afectadas por enfermedades o dañadas por los insectos, malezas cubiertas con mucho polvo o malezas en malas condiciones de crecimiento.

Modo de acción en las plantas: El ingrediente activo de este producto inhibe una enzima hallada sólo en las plantas y microorganismos que es esencial para la formación de aminoácidos específicos.

Prácticas culturales: Se podrá observar una reducción en el efecto si se aplica el producto a malezas anuales o perennes que hayan sido segadas, que hayan servido de alimento para animales o hayan sido cortadas, y que no hubiesen crecido nuevamente hasta el nivel recomendado para el tratamiento.

Resistencia a la lluvia: La lluvia torrencial poco después de la aplicación lavaré el producto del follaje y se requerirá una nueva aplicación para obtener un control adecuado.

Cobertura de la pulverización: Para obtener mejores resultados, la cobertura del rocío debe ser completa y uniforme. No rocíe el follaje hasta el punto de escurrimiento.

No actividad en el suelo: Las malezas deben haber emergido en el momento de la aplicación para poder ser controladas por este producto. Las malezas que germinen de semillas después de la aplicación no serán controladas. Las plantas no emergidas con rizomas o raíces subterráneas de malezas perennes no conectadas no se verán afectadas por el herbicida y continuarán creciendo.

Cantidades de aplicación máximas: Las cantidades de aplicación o uso máximas especificadas en esta etiqueta están expresadas en unidades de volumen (onzas fluidas o cuartos de galón) de este producto por acre. No obstante, las dosis máximas de aplicación permitidas corresponden al uso de este producto en combinación con otros herbicidas que contienen glifosato como principio activo, tanto si son aplicados como mezclas de tanque o por separado, en función de las libras totales de glifosato (libras de ácido equivalente) por acre. Si se aplica más de un producto que contiene glifosato al mismo sitio dentro del mismo año, debe asegurarse de que el uso total de glifosato (libras de ácido equivalente) no exceda el máximo permitido. El total combinado de todos los tratamientos no debe exceder 10.6 cuartos de galón de este producto (10.6 libras de ácido glifosato) por acre por año. Vea en la sección "INGREDIENTES" de esta etiqueta información importante sobre el producto.

ATENCION

EVITE EL CONTACTO DEL HERBICIDA CON EL FOLLAJE, TALLOS, RAICES NO LEÑOSAS EXPUESTAS O FRUTOS EXPUESTOS DE LAS COSECHAS, PLANTAS Y ARBOLES DESEABLES. EN CASO CONTRARIO ES PROBABLE QUE SUFRAN GRAVES DAÑOS O SEAN DESTRUIDOS TOTALMENTE.

EVITE EL ACARRREO. CUANDO EL PRODUCTO SE APLIQUE, SE DEBE TENER MUCHO CUIDADO PARA PREVENIR EL DAÑO A PLANTAS Y CULTIVOS DESEABLES.

No permita que la solución del herbicida se nebulice, gotee, sea acarreada o salpique sobre la vegetación deseable. Una cantidad pequeña puede ser suficiente para causar daños graves o destruir las cosechas, plantas u otras áreas que no se desea tratar. La probabilidad de que ocurran daños por el uso de este producto aumenta cuando hay muchas ráfagas de viento, a medida que aumenta la velocidad del viento, cuando la velocidad del viento cambia constantemente o cuando existen otras condiciones meteorológicas que favorecen la dispersión del rociado. Cuando se esté aplicando el producto con un rociador, evite la combinación de presiones y tipos de boquilla que puedan dar como resultado salpicaduras o partículas finas (niebla), que tienen muchas probabilidades de que el producto sea acarreado. EVITE LA APLICACION A ALTA VELOCIDAD O PRESION EXCESIVAS.

NOTA: El uso de este producto de cualquier manera contraria a las indicaciones contenidas en esta etiqueta, puede resultar en lesiones a personas, animales o cosechas o pueden ocurrir otras consecuencias no deseadas.

5.1 Gestión de resistencia de malezas

GRUPO 9 HERBICIDA

El glifosato, el principio activo de este producto, es un herbicida del grupo 9 según el sistema de clasificación de efecto de la Weed Science Society of America. Todas las poblaciones de malezas pueden contener plantas naturalmente resistentes a los herbicidas del grupo 9. Las especies de malezas resistentes a los herbicidas del grupo 9 pueden tratarse con buenos resultados utilizando herbicidas de otro grupo o adoptando otras prácticas culturales o mecánicas.

Para reducir al mínimo la incidencia de biotipos resistentes al glifosato, siga las siguientes recomendaciones generales con respecto a la gestión de malezas:

- Haga un reconocimiento del sitio de la aplicación antes y después de haber aplicado herbicidas.
- Comience a controlar las malezas cuanto antes, cuando sean todavía relativamente pequeñas.
- Donde sea apropiado, incorpore otros herbicidas y prácticas culturales o mecánicas como parte del sistema de control de malezas.
- Utilice la cantidad indicada en la etiqueta para las malezas más difíciles de controlar en el sitio. Evite las mezclas de tanque con otros herbicidas que reduzcan la eficacia de este producto (por antagonismo) o las recomendaciones de mezclas de tanque que alientan la utilización de cantidades de este producto inferiores a las recomendaciones de la etiqueta.
- Controle las malezas omitidas e impida que echen semilla.
- Limpie los equipos antes de trasladarse de un sitio a otro para reducir al mínimo la propagación de semillas de malezas.
- Utilice semillas comerciales nuevas con la menor cantidad posible de semillas de malezas.
- Informe todo incidente por falta de rendimiento reiterado de este producto en una maleza determinada al representante de Monsanto, vendedor minorista de su localidad o agente de extensión del condado.

5.2 Recomendaciones de gestión de biotipos de malezas resistentes al glifosato

NOTA: Es fundamental realizar las pruebas adecuadas para confirmar la resistencia de la maleza al glifosato. Póngase en contacto con su representante de Monsanto para determinar si se confirmó la resistencia de algún biotipo de maleza en particular en su región. Las recomendaciones de control para biotipos confirmados como resistentes al glifosato se dan a conocer con la publicación de etiquetas o fichas técnicas complementarias para este producto y puede solicitarlas al vendedor minorista o a su representante de Monsanto.

Debido a que no es posible determinar la existencia de nuevas malezas resistentes al glifosato hasta que se haya utilizado el producto y se cuente con la confirmación científica correspondiente, Monsanto Company no será responsable de ninguna pérdida que pudiera tener lugar en el caso de que este producto no lograra controlar de forma eficaz los biotipos de malezas resistentes al glifosato.

Siga las prácticas correctas de gestión de malezas para reducir la propagación de biotipos resistentes al glifosato confirmados:

- Si en su zona existe naturalmente un biotipo resistente, para lograr su control puede mezclar este producto en un tanque o aplicarlo secuencialmente con un herbicida debidamente etiquetado con efecto diferente.
- También se pueden utilizar prácticas de control culturales y mecánicas según corresponda.
- Haga un reconocimiento de los lugares tratados después de las aplicaciones de herbicida y controle las omisiones de biotipos resistentes antes de que echen semilla.
- Limpie minuciosamente los equipos antes de abandonar los lugares que se saben que contienen biotipos resistentes.

6.0 MEZCLA

Para mezclar, almacenar y aplicar la solución de este producto, se deben usar solamente envases de acero inoxidable, fibra de vidrio, plástico o envases de acero recubiertos internamente con plástico.

NO MEZCLE, ALMACENE NI APLIQUE ESTE PRODUCTO NI SOLUCIONES PARA ROCIAR DE ESTE PRODUCTO EN ENVASES DE ACERO GALVANIZADO O ACERO NO REVESTIDO (SALVO ACERO INOXIDABLE) NI EN TANQUES DE ROCIO.

Proceda con precaución para evitar el reflujo del líquido a la fuente de transporte. Utilice dispositivos antirreflujo cuando así lo requieran las reglamentaciones estatales o locales.

Limpie las piezas del rociador inmediatamente después de su utilización lavándolas bien con agua.

NOTA: PUEDE OCURRIR UNA DISMINUCIÓN DE LOS RESULTADOS SI SE UTILIZA AGUA QUE CONTENGA TIERRA, TAL COMO AGUA CON BARRO VISIBLE O AGUA DE CHARCAS O ACEQUIAS QUE NO ESTE CLARA.

6.1 Mezcla con agua

Este producto se mezcla fácilmente con agua. La solución para rociar se debe mezclar de la siguiente forma: Ponga la cantidad correcta de agua limpia en el tanque en el cual se va a preparar la mezcla. Agregue la cantidad recomendada de este producto cuando ya está cerca de completarse el llenado con agua y mezcle con cuidado (bien). Es posible que durante la mezcla y rocío, la solución produzca espuma. Para evitar o minimizar la formación de espuma, evite el uso de agitadores mecánicos, cierre las tuberías de derivación y de retorno en el fondo del tanque, y si es necesario, use compuestos aprobados para evitar la formación de espuma o para eliminar la espuma ya formada.

6.2 Mezclas de tanque

Este producto no proporciona control de malezas residuales. Este producto puede mezclarse en un tanque con otros herbicidas para lograr el control de malezas residuales, un espectro de control de malezas más amplio o un efecto alternativo. Lea y siga siempre las indicaciones de las etiquetas de todos los productos utilizados en la mezcla. Use conforme a las precauciones más restrictivas. Para la mezcla en tanque, puede utilizarse cualquier cantidad de este producto que se encuentre dentro del rango indicado en la etiqueta.

Cuando esta etiqueta indique una mezcla de tanque con un ingrediente activo genérico como diuron, 2,4-D o dicamba, el usuario será responsable de asegurarse de que la etiqueta del producto de mezcla permita la aplicación específica.

El comprador y todos los usuarios serán responsables de cualquier pérdida o daño que pudiera ocurrir como consecuencia del uso o manipulación de mezclas de este producto con herbicidas u otros materiales que no estén expresamente recomendados en esta etiqueta. La mezcla de este producto con herbicidas u otros materiales no recomendados en esta etiqueta puede dar como resultado una reducción en su rendimiento.

6.3 Procedimiento para mezclas de tanque

Cuando haga mezclas de tanque, lea y siga cuidadosamente las instrucciones de la etiqueta, las precauciones y toda la información contenida en las etiquetas de todos los productos utilizados. Agregue el producto al tanque de mezcla según las instrucciones de la etiqueta. Agite continuamente y agregue la cantidad indicada en la etiqueta de este producto.

Agite continuamente hasta usar totalmente el contenido del tanque. Si se deja que la mezcla para rociar se asiente, agite bien para que la mezcla vuelva a estar en suspensión antes de continuar con el rociado.

A fin de minimizar la formación de espuma, mantenga las tuberías de retorno lo más cerca del fondo del tanque. El tamaño del cernidor en la boquilla o de los cernidores en las tuberías no debe ser menor al número 50.

Siempre determine previamente la compatibilidad de la mezcla de este producto, que viene en tanque rotulado, con agua como vehículo, mezclando cantidades pequeñas proporcionales con anticipación. Asegúrese de que la mezcla en tanque específica esté registrada para su aplicación en el área deseada.

Refiérase a la sección "Mezclas de tanque" para ver las precauciones adicionales.

6.4 Mezcla de soluciones en porcentaje

Prepare la cantidad deseada de la solución para rociar, mezclando las proporciones de este producto con agua, según se muestra en la siguiente tabla:

Solución para rociar

Volumen deseado	Cantidad de Ranger PRO herbicida					
	1/2%	1%	1-1/2%	2%	5%	10%
1 gal	2/3 oz	1-1/3 oz	2 oz	2-2/3 oz	6-1/2 oz	13 oz
25 gal	1 pt	1 qt	1-1/2 qt	2 qt	5 qt	10 qt
100 gal	2 qt	1 gal	1-1/2 gal	2 gal	5 gal	10 gal

2 cucharadas = 1 onza fluida

Cuando se usen rociadores tipo mochila, o para bombeo, se recomienda que la cantidad indicada en la etiqueta de este producto se mezcle con agua en un envase grande. Llene el rociador con la solución mezclada.

6.5 Surfactante

Se pueden emplear surfactantes no iónicos cuyo rótulo indique que pueden usarse con herbicidas. No reduzca las dosis de este producto cuando agregue surfactante. Cuando agregue surfactante adicional, use una concentración de surfactante de 0,5 por ciento (2 cuartos de galón por cada 100 galones de solución de rocío) cuando utilice surfactantes que contengan por lo menos 70 por ciento de ingrediente activo, o una concentración de surfactante de 1 por ciento (4 cuartos de galón por cada 100 galones de solución de rocío) en el caso de aquellos surfactantes que contengan menos de 70 por ciento de ingrediente activo. Lea y cumpla cuidadosamente con las precauciones y toda la información adicional que aparezca en el rótulo del surfactante.

6.6 Colorantes o tinturas

A este producto se le pueden agregar colorantes o tinturas para marcar, que sean aprobados para uso agrícola. Los colorantes o tinturas utilizados en las soluciones en aerosol de este producto pueden reducir su rendimiento, especialmente a bajas concentraciones del producto o a bajas diluciones. Para usar los colorantes y tinturas siga las instrucciones del fabricante.

6.7 Aditivos para controlar el acarreo del producto

Se pueden utilizar aditivos para el control de la deriva en todos los tipos de equipo, a excepción de aplicadores por frotación y barras de esponja. Cuando se use un aditivo para el control de la deriva, lea y cumpla cuidadosamente con las declaraciones preventivas y toda la información adicional que aparezca en la etiqueta del aditivo. El uso de aditivos para el control de la deriva puede afectar la cobertura del rocío, lo que puede dar como resultado una reducción en el rendimiento.

7.0 EQUIPOS Y TÉCNICAS PARA LA APLICACION

No use ningún sistema de irrigación para aplicar este producto.

APLIQUE ESTAS SOLUCIONES PARA ROCIAR UTILIZANDO EQUIPOS DEBIDAMENTE MANTENIDOS Y CALIBRADOS QUE SEAN CAPACES DE ROCIAR EL VOLUMEN DESEADO.

MANEJO DE LA DERIVA POR ROCIADO

EVITE LA DERIVA. DEBE USARSE EXTREMO CUIDADO EN LA APLICACION DE ESTE PRODUCTO PARA EVITAR DAÑOS A LA VEGETACION DESEADA.

No permita que la solución del herbicida empañe, gotee, se derive o salpique sobre la vegetación deseada, ya que mínimas cantidades de este producto pueden causar daños graves o destrucción del cultivo, plantas u otras áreas que no se pretendía tratar.

Es la responsabilidad del aplicador evitar la deriva por rocío en el lugar de aplicación. La interacción de varios factores relacionados con el clima y el equipo determina la posibilidad de deriva por rocío. El aplicador y/o el cultivador son responsables de considerar todos estos factores al tomar decisiones.

7.1 Equipo aéreo

NO APLIQUE ESTE PRODUCTO CON EQUIPOS AEREOS EXCEPTO BAJO LAS CONDICIONES QUE SE ESPECIFICAN EN ESTA ETIQUETA.

PARA LA APLICACION AEREA EN CALIFORNIA, CONSULTE LA ETIQUETA EN EL SUPLENTO FEDERAL PARA APLICACIONES AEREAS EN DICHO ESTADO, PARA CONOCER LAS INSTRUCCIONES, RESTRICCIONES Y REQUISITOS ESPECIFICOS.

PARA EVITAR DAÑAR LA VEGETACION DESEADA ADJUNTA, SE DEBEN MANTENER ZONAS TAMPON ADECUADAS.

Evite la aplicación directa sobre cualquier cuerpo de agua.

Use las proporciones recomendadas de este producto con 3 a 25 galones de agua por acre.

Los rociadores gruesos tienen menos probabilidades de producir deriva; por lo tanto, no utilice boquillas o configuraciones de boquilla que apliquen el producto en forma de gotitas finas. No incline las boquillas hacia adelante en el flujo de aire y no aumente el volumen de rocío aumentando la presión de la boquilla. Pueden usarse aditivos para el control de la deriva. Cuando se use un aditivo para el control de la deriva, lea y cumpla cuidadosamente con las declaraciones preventivas y toda la información adicional que aparezca en la etiqueta del aditivo.

Asegúrese de que la aplicación sea uniforme—A fin de evitar que queden áreas sin tratar, que la aplicación no sea uniforme o que las aplicaciones se traslapen, se deben usar marcadores adecuados.

Mantenimiento de aviones

EL CONTACTO PROLONGADO DE ESTE PRODUCTO CON PARTES DE ACERO QUE NO ESTA RECUBIERTO CON ALGUN TIPO DE PROTECCION, PUEDE DAR COMO RESULTADO LA CORROSION Y POSIBLEMENTE QUE LAS PARTES FALLEN. Es posible prevenir la corrosión recubriendo las partes con pintura orgánica, que cumpla con las especificaciones aeroespaciales MIL-C-38413. Al final de cada día de trabajo, para evitar la corrosión de las partes expuestas, lave muy bien el avión a fin de remover los residuos de este producto que se acumulan durante el rocío o por derramamientos. Las partes del tren de aterrizaje son extremadamente susceptibles.

MANEJO DE LA DERIVA POR ROCIADO AÉREO

Deben seguirse los siguientes requerimientos de manejo de la deriva para evitar el movimiento de ésta fuera de objetivo en aplicaciones aéreas a campos de cultivo agrícola.

1. La distancia del pulverizador más externo en la barra distribuidora no debe exceder 3/4 del largo de la envergadura o rotor.
2. Los pulverizadores deben siempre apuntar hacia atrás, paralelos a la corriente de aire, nunca hacia abajo más de 45 grados. En los estados con reglamentos más estrictos, éstos deben observarse.

Importancia del tamaño de la gotita

La forma más eficaz de reducir la posibilidad de deriva es la aplicación de gotitas grandes. La mejor estrategia de manejo de la deriva es la aplicación de las gotitas más grandes que provean suficiente cobertura y control. La aplicación de gotitas más grandes reduce la posibilidad de deriva, pero no la evitará si las aplicaciones se realizan inadecuadamente o bajo condiciones ambientales desfavorables (vea las secciones de **Viento**, **Temperatura** y **humedad**, e **Inversiones de temperatura** en esta etiqueta).

Control del tamaño de la gotita

- **Volumen:** Use pulverizadores de velocidad de flujo alta para aplicar el mayor volumen de rocío práctico. Los pulverizadores con mayores velocidades de flujo producen gotitas más grandes.
- **Presión:** Use las presiones de rocío más bajas recomendadas para la boquilla. La presión más alta reduce el tamaño de la gotita y no mejora la penetración del todo. Cuando sean necesarias velocidades de flujo mayores, use la boquilla con velocidad de flujo mayor en lugar de aumentar la presión.
- **Número de pulverizadores:** Use el número mínimo de pulverizadores que provean cobertura uniforme.
- **Orientación del pulverizador:** Oriente los pulverizadores de modo que el rocío sea liberado hacia atrás, paralelo a la corriente de aire, produzca gotitas más grandes que en otras orientaciones. Una deflexión significativa de la horizontal reducirá el tamaño de la gotita y aumentará la posibilidad de deriva.
- **Tipo de pulverizador:** Use un tipo de pulverizador que esté diseñado para la aplicación prevista. Con la mayoría de los tipos de pulverizadores, los ángulos de rocío más angostos producen gotitas más grandes. Considere el uso de pulverizadores de deriva baja. Los pulverizadores de flujo sólido orientados hacia atrás producen gotitas más grandes que otros tipos de pulverizador.
- **Largo de la barra distribuidora:** Para algunos tipos de uso, la reducción del largo efectivo de la barra distribuidora a menos de 3/4 de la envergadura o el largo del rotor puede reducir más la deriva sin reducir el ancho de la hilera (pasada).
- **Altura de la aplicación:** Las aplicaciones no deben realizarse a una altura mayor que 10 pies por encima de la copa de las plantas más grandes, a menos que se requiera mayor altura por razones de seguridad del aeroplano. La realización de las aplicaciones a la menor altura que sea segura reduce la exposición de las gotitas a la evaporación y el viento.

Ajuste de la hilera (pasada)

Cuando las aplicaciones se lleven a cabo con viento lateral, la banda de aspersión se desplazará a favor del viento. Por ello, en los extremos con o contra el viento del campo, el aplicador debe compensar este desplazamiento ajustando la trayectoria del aeroplano contraria al viento. La distancia de ajuste de la hilera debe aumentar, cuando aumenta la posibilidad de deriva (mayor viento, gotitas más pequeñas, etc.).

Viento

La posibilidad de deriva es menor con velocidades del viento entre 2 y 10 mph. Sin embargo, muchos factores, incluyendo el tamaño de las gotitas y el tipo de equipo determinan la posibilidad de deriva a una velocidad determinada. Debe evitarse la aplicación menos de 2 mph debido a la dirección variable del viento y la posibilidad alta de inversión. **NOTA:** El terreno local puede influir en los patrones de viento. Cada aplicador debe conocer los patrones (vientos) locales y cómo éstos afectan la deriva.

Temperatura y humedad

Cuando se realizan aplicaciones con humedad relativa baja, fije el equipo para que produzca gotitas más grandes para compensar por la evaporación. La evaporación de gotitas es más grave cuando las condiciones son calurosas y secas.

Inversiones de temperatura

No deben realizarse aplicaciones durante una inversión de temperatura debido a que la posibilidad de deriva es alta. Las inversiones de temperatura restringen la mezcla de aire vertical, lo que causa que pequeñas gotitas suspendidas permanezcan en una nube concentrada. Esta nube puede moverse en direcciones no predecibles debido a los vientos variables leves que son comunes durante las inversiones. Las inversiones de temperatura están caracterizadas por temperaturas en aumento con altitud y son comunes en las noches con cobertura de nubes limitada y poco o ningún viento. Comienzan a formarse cuando se mete el sol y a menudo continúan en la mañana. Su presencia puede indicarse por neblina en el suelo; sin embargo, si la neblina no está presente, las inversiones también pueden identificarse por el movimiento del humo desde una fuente del suelo o por el generador de humo de un aeroplano. El humo en capas que se mueve lateralmente en una nube concentrada (bajo condiciones de poco viento) indica una inversión, mientras que el humo que se mueve hacia arriba y se disipa rápidamente indica buena mezcla de aire vertical.

Áreas sensibles

Este producto sólo se debe aplicar cuando la posibilidad de deriva hacia zonas adyacentes susceptibles (como por ejemplo, áreas residenciales, masas de agua, hábitat conocido de especies amenazadas o en peligro de extinción, cultivos que no sean el objetivo) sea mínima, (como por ejemplo, cuando el viento sopla lejos de las áreas susceptibles).

7.2 Equipo de aplicación terrestre

Use las proporciones indicadas en la etiqueta de este producto con 3 a 40 galones de agua por acre para aplicaciones al voleo, a menos que se indique de otra manera en esta etiqueta en otras etiquetas o fichas técnicas complementarias publicadas por Monsanto. A medida que la densidad de las malezas aumenta, el volumen de rocío se

debe aumentar también para conseguir una cobertura completa, pero siempre dentro de los límites indicados en la etiqueta. A fin de evitar un rocío muy fino, seleccione la boquilla cuidadosamente. Para obtener mejores resultados con equipo a nivel del terreno, use boquillas tipo abanico plano. Asegúrese de que las gotas del rocío se distribuyan uniformemente.

7.3 Mochila o equipo de alto volumenn

Aplique el producto al follaje de la vegetación que se desea controlar. En aplicaciones de punto para mojar, la cobertura del follaje debe ser completa y uniforme. No rocíe hasta el punto de escurrimiento. Use rociadores gruesos solamente.

Refiérase a las instrucciones "Malezas anuales" de la sección "MALEZAS CONTROLADAS" para ver las proporciones y restricciones específicas.

7.4 Equipo especializado

Este producto puede ser diluido con agua y aplicado usando rociadores de recirculación, aplicadores con pantalla, rociadores con capucha, aplicadores por frotación o barras de esponja, sobre las malezas indicadas que crecen en cualquier lugar indicado en esta etiqueta.

EVITE EL CONTACTO DEL HERBICIDA CON LA VEGETACION DESEABLE. El contacto con este producto con la vegetación deseable, podría resultar en daños o en una destrucción de la planta.

Recirculación del rocío

Los rociadores de recirculación dirigen la solución hacia los tipos de malezas que crecen sobre vegetación deseable, mientras que la solución que no ha sido interceptada por las malezas se recoge y se retorna al tanque para volverla a usar.

Los aplicadores utilizados por encima de la vegetación deseable deben ser calibrados de tal manera que el rocío o el punto de contacto más bajo esté por lo menos a 2 pulgadas arriba de la vegetación deseable. Gotas, niebla, espuma o salpicaduras del herbicida en contacto con la vegetación deseable pueden causar con mucha probabilidad descoloración, atrofia o destrucción.

Se obtienen mejores resultados cuando una mayor cantidad de la maleza entra en contacto con el herbicida. Las malezas que no entran en contacto con la solución herbicida no serán afectadas. Esto puede ocurrir en lugares donde las malezas están muy concentradas, cuando la infestación es grave o donde la altura de las malezas es variada, lo que no permite que todas sean tocadas por el herbicida. En estos casos puede hacerse necesario repetir el tratamiento.

Aplicadores con pantalla y con capucha

Los rociadores con pantalla o con capucha aplican la solución del herbicida directamente sobre las malezas, al mismo tiempo que protegen la vegetación deseable, para que no sea tocada por el herbicida. Use boquillas que aseguren un recubrimiento uniforme en toda el área tratada. En los rociadores con pantalla, mantenga las pantallas debidamente colocadas a fin de proteger la vegetación que no se desee destruir. SE DEBE TENER MUCHO CUIDADO PARA EVITAR EL CONTACTO DEL HERBICIDA CON LA VEGETACION DESEABLE.

Aplicadores por frotación y barras de esponja

Los aplicadores por frotación o de esponja aplican la solución del herbicida frotando las malezas con un material absorbente que contenga la solución del herbicida. El equipo debe ser diseñado, mantenido y operado de manera que la solución del herbicida no haga contacto con la vegetación deseable. Opere este equipo a velocidades inferiores a las 5 millas por hora. En áreas donde la infestación es grave, se puede mejorar la eficacia reduciendo la velocidad, así se asegura que el frotador esté siempre adecuadamente saturado con la solución del herbicida. Se obtienen mejores resultados si se aplica 2 veces en direcciones opuestas.

Evite fugas o goteos sobre la vegetación deseable. Ajuste la altura de los aplicadores a fin de asegurar un contacto adecuado con las malezas. Mantenga limpias las superficies de frotación. Tenga presente que en terrenos inclinados, el herbicida puede migrar causando goteos en la parte baja y el secado de las mechas en la parte superior del aplicador por frotación.

No use aplicadores por frotación cuando las malezas estén mojadas.

Mezcle solamente la cantidad de solución que se usará durante el período de un día, debido a que el uso de sobras de días anteriores puede dar como resultado un efecto menos eficiente. Inmediatamente después de usar este producto, lave bien el aplicador usando bastante agua.

Para aplicadores de cordón o de mecha de esponja—Puede emplearse soluciones que oscilan entre 33 al 75 por ciento de este producto en agua.

Para aplicadores de panel y sistemas de alimentación a presión—Se pueden usar soluciones que oscilan entre 33 al 100 por ciento de este producto con agua.

Cuando se aplica de acuerdo a las recomendaciones, este producto CONTROLA las siguientes malezas:

Corn, volunteer	Sicklepod
Panicum, Texas	Spanishneetles
Rye, common	Starbur, bristly
Shattercane	

Cuando se aplica de acuerdo a las recomendaciones, este producto SUPRIME las siguientes malezas:

Beggarweed, Florida	Ragweed, common
Bermudagrass	Ragweed, giant
Dogbane, hemp	Smutgrass
Dogfennel	Sunflower
Guineagrass	Thistle, Canada
Johnsongrass	Thistle, musk
Milkweed	Vaseygrass
Nightshade, silverleaf	Velvetleaf
Pigweed, redroot	

7.5 Sistemas por inyección

Este producto puede usarse con sistemas de rocío por inyección, ya sean aéreos o a nivel del terreno. Puede usarse como concentrado líquido o diluido antes de la inyección en el chorro de rocío. No mezcle este producto con concentraciones de otros productos sin diluir cuando use los sistemas por inyección salvo que se recomiende específicamente.

7.6 Equipo de aplicación por goteo controlado

La proporción de este producto aplicado por acre usando el equipo de aplicación por goteo controlado no debe ser menor que la cantidad indicada en esta etiqueta cuando se usa equipo convencional para aplicaciones al voleo. Cuando se usa el equipo aplicador por goteo controlado montado en un vehículo, use de 2 a 15 galones de agua por acre.

Los equipos de goteo controlado producen un rociado que es difícil de ver. Se debe tener especial cuidado para evitar que el rociado o el acarreo entre en contacto con el follaje o cualquier otra parte verde de la vegetación que no se quiere tratar, ya que en caso contrario, es probable que ésta sea dañada o destruida.

8.0 RECOMENDACIONES SEGUN AREAS Y USO

A continuación aparecen las instrucciones detalladas para cada área.

A menos que se especifique lo contrario en esta etiqueta o en otras etiquetas o fichas técnicas complementarias publicadas por Monsanto, pueden hacerse aplicaciones para controlar las malezas indicadas en las tablas de malezas anuales, perennes y matorrales leñosos. Vea también la sección "EQUIPO SELECTIVO".

8.1 Troncos cortados

El tratamiento de troncos cortados puede hacerse en cualquier área listada en esta etiqueta. Este producto controla muchas especies de matorrales leñosos y árboles. Aplique este producto usando equipo adecuado para garantizar la cobertura completa del cambium. Corte los árboles o sus brotes cerca de la superficie del suelo. Aplique una solución de este producto del 50 al 100 por ciento a la superficie recién cortada, inmediatamente después del corte. Demorar la aplicación puede reducir la eficacia del producto. Para obtener mejores resultados, la aplicación deberá hacerse durante los períodos de crecimiento activo y expansión completa de las hojas.

NO HAGA LAS APLICACIONES SOBRE TRONCOS CORTADOS CUANDO LAS RAICES DE LOS MATORRALES LEÑOSOS O ARBOLES DESEABLES PUEDEN ESTAR INJERTADAS A LAS RAICES DE LOS TRONCOS CORTADOS. Algunos brotes, tallos o árboles pueden compartir el mismo sistema radicular. Árboles que están contiguos, que tienen la misma edad, altura y separación pueden indicar raíces compartidas. Cuando se trata a uno o más árboles que tienen raíces en común, tanto si están injertados como si comparten el sistema radicular, es probable que se produzca un daño en los brotes/árboles no tratados.

8.2 Preparación del lugar para forestación

Este producto puede ser utilizado para controlar o controlar parcialmente malezas leñosas, árboles y malezas herbáceas en forestaciones, y preparar o crear claros para la silvicultura en estos lugares y para mantener los caminos de las explotaciones forestales.

Este producto puede ser utilizado para preparar el lugar antes de plantar cualquier especie de árbol, como árboles de Navidad, eucaliptos, cultivos de árboles híbridos y viveros dedicados a la silvicultura

Utilice proporciones más concentradas de este producto dentro de los márgenes recomendados para controlar o controlar parcialmente malezas leñosas, árboles y malezas herbáceas perennes difíciles de controlar. Para obtener resultados óptimos, aplique este producto a árboles y arbustos leñosos en crecimiento activo después de la expansión completa de las hojas y antes de que éstas adquieran color otoñal y se caigan. Incremente la concentración dentro del margen recomendado para controlar malezas herbáceas perennes en cualquier momento después de la emergencia y antes de que aparezcan inflorescencias, flores o bayas.

Utilice proporciones menos concentradas de este producto dentro del margen recomendado para controlar malezas herbáceas anuales y malezas herbáceas perennes en crecimiento activo después de que aparezcan inflorescencias, flores o bayas. Aplique

al follaje de malezas herbáceas anuales en crecimiento activo en cualquier momento después de la emergencia.

Este producto carece de actividad herbicida o residual en la tierra. Si es necesario repetir las aplicaciones, no exceda los 10,6 cuartos de galón de este producto por acre por año.

MEZCLAS PARA TANQUE: Se pueden emplear mezclas de tanque con este producto para aumentar el espectro de la vegetación controlada. Antes de preparar una mezcla de tanque, lea y siga al pie de la letra las instrucciones, las advertencias de precaución y toda la información en las etiquetas de todos los productos utilizados. Use la mezcla conforme a las advertencias de precaución más estrictas indicadas para cada producto en la mezcla.

NOTA: Para la preparación de sitios de forestación, asegúrese de que el producto para mezclar en tanque esté aprobado antes de plantar las especies deseadas. Respete las restricciones del intervalo de plantación.

Todas las proporciones recomendadas de este producto se pueden utilizar en una mezcla de tanque con los siguientes productos para la preparación de sitios de forestación.

Arsenal Applicators Concentrate	Garlon 3A
Chopper	Garlon 4
Chopper Gen2	Oust XP
Escort	

Para controlar malezas herbáceas, utilice las proporciones de menor concentración recomendadas para la mezcla de tanque. Para controlar grupos densos o difíciles de arbustos leñosos y árboles, utilice las proporciones de mayor concentración recomendadas en mezcla de tanque.

No aplique este producto para aplicaciones al voleo en la parte superior de coníferas para forestación o árboles de madera dura a menos que se indique lo contrario en esta etiqueta o en otras etiquetas o fichas técnicas complementarias publicadas por Monsanto.

8.3 Areas generales y áreas industriales

Este producto puede ser utilizado en áreas no cultivables como aeropuertos, conjuntos de apartamentos, sitios comerciales, orillas de acequias, caminos de entrada de automóviles, acequias secas, canales secos, filas de vallas, áreas de forestación, campos de golf, invernaderos, zonas industriales, áreas de paisaje, depósitos de madera, zonas de manufactura, solares municipales, zonas naturales, complejos de oficinas, cultivos ornamentales, parques, áreas de estacionamiento, zonas con tanques de petróleo e instalaciones de bombeo, vías de ferrocarril, áreas recreativas, áreas residenciales, derechos de paso, bordes de carreteras, escuelas, umbráculos, complejos deportivos, áreas de almacenamiento, subestaciones, zonas de césped, zonas de servicios públicos, zonas de almacenes, otras áreas públicas y zonas en la que se realiza gestión de vida silvestre.

También se puede utilizar este producto en áreas de cultivos no alimenticios, como granjas de árboles de Navidad, criaderos de plantas y granjas de césped o para semillas de césped.

A menos que se especifique lo contrario, pueden realizarse aplicaciones para controlar las malezas indicadas en la sección "MALEZAS CONTROLADAS" de esta etiqueta.

Control general de malezas, recortado de bordes y suelo limpio de malezas

Este producto puede utilizarse en áreas no cultivables y de cultivos no alimenticios. Puede aplicarse con cualquiera de los equipos descritos en este librito. Puede usarse para el recortado de bordes alrededor de objetos en áreas no cultivables, para tratamiento localizado de vegetación no deseable y para eliminar las malezas no deseables que crecen en cuadros de arbustos establecidos y plantaciones ornamentales. Este producto puede usarse antes de plantar un área con plantas ornamentales, flores, césped (tepes o semillas), o antes de colocar asfalto o de comenzar un proyecto de construcción.

Pueden hacerse aplicaciones repetidas de este producto, a medida que emergen las malezas, para mantener el suelo limpio de malezas.

MEZCLAS DE TANQUE: Este producto se puede mezclar en un tanque con los siguientes productos, siempre que éstos estén aprobados para el área de uso deseada. Consulte las etiquetas de estos productos para informarse sobre las áreas de uso y las dosis de aplicación aprobadas.

Arsenal	Karmex	Ronstar 50 WSP
Barricade 65WG	Krovar I DF	Sahara
Clarity	Oust XP	simazine
diuron	Pendulum 3.3 EC	Surflan
Endurance	Pendulum WDG	Telar
Escort	Plateau	Vanquish
Garlon 3A	Princep DF	2,4-D
Garlon 4	Princep Liquid	

Este producto más las mezclas en tanque de dicamba no se pueden aplicar por rocío aéreo en California.

Cuando se aplica como mezcla de tanque para mantener el suelo limpio de malezas, este producto proporciona control sobre las malezas anuales emergidas y control o control parcial sobre las malezas perennes emergidas, matorrales leñosos y árboles.

Para controlar o controlar parcialmente las malezas perennes siguientes, aplique 1 a 2 cuartos de galón de este producto más 2 a 8 onzas de Oust XP por acre.

Bahiagrass	Fescue, tall
Bermudagrass	Johnsongrass
Broomsedge	Poorjoe
Dallisgrass	Quackgrass
Dock, curly	Vaseygrass
Dogfennel	Vervain, blue

Segador químico - Plantas perennes

Este producto suprime las hierbas perennes mencionadas en esta sección para servir como sustituto del sago. Use 8 onzas fluidas de este producto por acre cuando trate extensiones de tall fescue (*Festuca arundinacea*), fine fescue (*Festuca rubra*), orchardgrass (*Dactylis glomerata*), quackgrass (*Elytrigia repens*) o reed canarygrass (*Phalaris arundinacea*). Use 6 onzas fluidas de este producto por acre cuando trate Kentucky bluegrass. Aplique el tratamiento en 10 a 40 galones de solución para rociar por acre.

Uselo solamente en áreas en las que puede tolerarse un daño o decoloración temporal de las hierbas perennes.

Segador químico - Plantas anuales

Para suprimir el crecimiento de algunas hierbas anuales, tales como el ballico, la cebada silvestre y la avena loca anuales que crecen en céspedes agrestes al borde de las carreteras u otras áreas industriales, aplique de 4 a 5 onzas fluidas de este producto en 10 a 40 galones de solución de rocío por acre. Las aplicaciones se deben realizar cuando las hierbas anuales crezcan activamente y antes de que las semillas se encuentren en la etapa de "boot" del desarrollo. Los tratamientos pueden perjudicar a las hierbas deseadas.

Especie *Bromus* y Medusahead en pasturas y praderas

Especie *Bromus*. Este producto puede ser utilizado para tratar downy brome (*Bromus tectorum*), Japanese brome (*Bromus japonicus*), soft chess (*Bromus mollis*) y cheatgrass (*Bromus secalinus*) que se encuentran en lugares industriales, pasturas y praderas. Aplique por difusión, 8 a 16 onzas fluidas de este producto por acre.

Para obtener mejores resultados, el tratamiento debe coincidir con la emergencia temprana del epicótilo de las plantas más maduras. Demorar la aplicación hasta esta etapa del desarrollo maximizará la emergencia de otros brotes de malezas de pastos. Las aplicaciones se deben hacer todos los años sobre el mismo lugar hasta que se agoten los bancos de semilla y se puedan restablecer en el lugar los pastos perennes deseados.

Medusahead. Para tratar medusahead, aplique 16 onzas fluidas de este producto por acre, tan pronto como las plantas se encuentren en desarrollo activo y antes de la etapa de 4 hojas. Las aplicaciones se pueden hacer en el otoño o en la primavera.

Las aplicaciones sobre *Bromus* y sobre medusahead se pueden hacer utilizando equipo de pulverización terrestre o aéreo. Las aplicaciones aéreas para estos usos se pueden hacer utilizando equipos para aeronaves de ala fija o para helicóptero. Para aplicaciones aéreas, diluya en 2 a 10 galones de agua por acre. Para aplicaciones utilizando equipo terrestre, diluya en 10 a 20 galones de agua por acre. Cuando se aplica de acuerdo a las instrucciones de esta etiqueta, no hay restricciones al pastoreo.

Césped latente (durmiente)

Este producto puede usarse para controlar o suprimir muchas malezas anuales de invierno y tall fescue para el alivio eficaz de céspedes de bermudagrass y bahiagrass latentes. Trate solamente cuando el césped esté latente y antes de reverdecer en la primavera.

Aplique de 8 a 64 onzas fluidas de este producto por acre. Aplique las dosis recomendadas en 10 a 40 galones de agua por acre. Utilícelo sólo en áreas donde bermudagrass o bahiagrass sean coberturas de terreno convenientes y donde pueda tolerarse algún daño temporal o descoloración.

Los tratamientos en exceso de 16 onzas fluidas por acre pueden dañar o retrasar el reverdecer en las áreas donde se hace mucho mantenimiento, como campos de golf y jardines. NO aplique mezclas de tanque de este producto más Oust XP en áreas de césped donde se hace mucho mantenimiento. Para otros usos, vea la sección "Vías de ferrocarril" de esta etiqueta, que proporciona dosis para el tratamiento de bermudagrass latente y la sección "Bordes de las carreteras" de esta etiqueta, que proporciona dosis para tratamientos de bermudagrass y bahiagrass latentes.

Bermudagrass de crecimiento activo

Este producto puede emplearse para controlar total o parcialmente muchas malezas anuales y perennes a fin de obtener una distribución eficaz de bermudagrass de crecimiento activo. NO aplique más de 16 onzas fluidas de este producto por acre en áreas de céspedes de alto mantenimiento. NO aplique mezclas de tanque de este producto más Oust en áreas de céspedes de alto mantenimiento. Para otros usos, vea la sección "BORDES DE LAS CARRETERAS" de esta etiqueta, que proporciona dosis para tratamientos de bermudagrass de crecimiento activo. Utilícelo sólo en áreas donde puede tolerarse algún daño temporal o descoloración.

Renovación del césped, producción de semillas o tepes

Este producto controla la mayoría de la vegetación existente antes de la renovación del césped o de establecer céspedes cultivados para semilla o tepes. Para un control máximo de la vegetación existente, demore la siembra o cobertura de césped a fin de determinar si las partes de la planta que quedaron bajo tierra vuelven a crecer. Cuando sea necesario repetir el tratamiento, permita que las plantas se desarrollen lo suficiente antes de volver a tratar. Para controlar más eficientemente las hierbas de estación caliente, como bermudagrass, se debe aplicar este producto en el verano o en el otoño.

En lugares donde la vegetación existente esté creciendo y el césped esté bajo un programa de siega, aplique este producto después de omitir por lo menos un corte del césped para permitir un crecimiento suficiente a fin de que el rociado sea interceptado por las plantas. No renueve la tierra ni las partes de la planta que estén bajo tierra antes del tratamiento. La labranza o las técnicas de renovación como corte vertical, perforación o rebanado deben esperar 7 días después de la aplicación a fin de permitir la absorción adecuada en las partes de la planta que estén bajo tierra.

Pueden plantarse los céspedes convenientes siguiendo los procedimientos anteriormente mencionados.

Puede utilizarse equipo de mano para el tratamiento in situ de vegetación no deseada que crezca en el césped existente. Puede utilizarse equipo de difusión o de mano para controlar los restos de tepes u otra vegetación no deseada después de cosechar el tepe.

Si las dosis de aplicación ascienden a 3 qt (cuartos de galón) por acre o menos, no se requiere un período de espera entre el tratamiento y la alimentación o pastoreo del ganado. Si la dosis es mayor de 3 qt por acre, retire el ganado doméstico antes de la aplicación y espere 8 semanas después de la aplicación antes de pastorear o cosechar.

8.4 Manejo de hábitats

Restauración y mantenimiento de hábitats

Este producto puede ser usado para controlar la vegetación exótica y otras plantas indeseables en áreas de manejo de hábitats y en áreas naturales, incluyendo pastizales y refugios para la fauna silvestre. Pueden hacerse aplicaciones para permitir la recuperación de las especies de plantas nativas, antes de plantar dichas especies nativas deseables, y para otros requisitos similares de control de la vegetación de amplia efectividad. A fin de eliminar selectivamente ciertas plantas indeseables, se pueden hacer aplicaciones en puntos específicos para controlar y mejorar el hábitat.

Sitios donde se siembran alimentos para la fauna silvestre

Este producto puede ser usado para preparar el terreno donde se desea sembrar alimentos para la fauna silvestre. Cualquier especie de alimento para la fauna silvestre puede ser sembrada después de aplicar este producto, o también se puede permitir que las especies nativas vuelvan a poblar el área. Si hace falta labrar para preparar el terreno antes de sembrar las semillas, espere 7 días después de aplicar este producto antes de arar a fin de permitir la absorción adecuada en las partes de la planta que estén bajo tierra.

8.5 Inyección y chorro (matorrales leñosos y árboles)

Este producto puede aplicarse por inyección o chorro para el control total o parcial de matorrales leñosos y árboles. Aplique este producto usando equipo adecuado, que debe ser capaz de penetrar en el tejido vivo. Aplique el equivalente a 1/25 onza fluida (1 mL) de este producto por cada 2 ó 3 pulgadas de diámetro del tronco a la altura del pecho (DBH en inglés). La mejor forma de hacerlo es aplicando una solución del 50 al 100 por ciento, este producto, con un chorro continuo alrededor del árbol o en cortes espaciados uniformemente alrededor del árbol y por debajo del nivel de las ramas. A medida que el diámetro del árbol aumenta, se obtienen mejores resultados con el chorro continuo alrededor del árbol o en cortes espaciados muy cerca entre sí alrededor del árbol. Evite las aplicaciones que permitan el escurrimiento de material cuando se chorrea alrededor del árbol o sobre los cortes en árboles que tienen la facilidad de exudar savia de los cortes. En especies de este tipo, haga los cortes de manera oblicua a fin de producir el efecto de copa y use el producto sin diluir. Para obtener mejores resultados, la aplicación debe tener lugar durante períodos de crecimiento activo y expansión completa de las hojas. En especies de este tipo, haga los cortes de manera oblicua a fin de producir el efecto de copa y use el producto sin diluir. Para obtener mejores resultados, la aplicación debe tener lugar durante períodos de crecimiento activo y expansión completa de las hojas.

8.6 Plantas ornamentales, viveros y árboles de Navidad

Post-dirigido y recortado de bordes

Este producto puede ser utilizado antes como un rocío post-dirigido alrededor de especies ornamentales leñosas establecidas, como arborvitae, azalea, boxwood, crabapple, eucalyptus, euonymus, fir, douglas fir, joboba, hollies, lilac, magnolia, maple, oak, poplar, privet, pine, spruce y yew, que crecen en viveros, en granjas de árboles de Navidad o en otros sitios de producción de árboles no alimenticios. Este producto también puede ser utilizado para recortado de bordes alrededor de árboles, edificios, aceras y carreteras, plantas en macetas y otros objetos de viveros.

Las plantas deseables pueden ser protegidas de la solución usando pantallas o cubriéndolas con cartón o con algún otro material impermeable. ESTE PRODUCTO NO SE RECOMIENDA PARA ROCIARSE DESDE ARRIBA SOBRE PLANTAS ORNAMENTALES Y ÁRBOLES DE NAVIDAD. Se debe tener mucho cuidado para que el rocío, acarreo o vapor de este producto no hagan contacto con el follaje o la corteza de las especies ornamentales establecidas.

Preparación del terreno

Este producto puede ser usado antes de plantar cualquier tipo de planta ornamental, de vivero o árboles de Navidad.

Aplicadores por frotación

Este producto se puede usar mediante aplicadores de mecha de esponja u otro tipo de aplicadores por frotación adecuados, para controlar total o parcialmente la vegetación indeseable alrededor de eucaliptos o álamos. Consulte la sección "Equipo especializado" de este rótulo para obtener mayor información sobre el uso adecuado de los aplicadores por frotación.

Invernaderos/cobertizos

Este producto puede ser usado para controlar las malezas que estén creciendo en o alrededor de los invernaderos y cobertizos. No debe haber vegetación que no se quiera destruir y los equipos de ventilación deben estar apagados.

8.7 Parques, áreas recreativas y residenciales

Este producto puede usarse en parques, áreas recreativas y residenciales. Puede aplicarse con cualquiera de los equipos descritos en este librito. Puede usarse para el recortado de bordes alrededor de árboles, vallas, caminos, alrededor de edificios, aceras y otros objetos en estas áreas. Puede usarse para tratamiento localizado de vegetación no deseable y para eliminar las malezas no deseables que crecen en cuadros de arbustos establecidos y plantaciones ornamentales. Este producto puede usarse antes de plantar un área con plantas ornamentales, flores, césped (tepes o semillas), o antes de colocar asfalto o de comenzar un proyecto de construcción.

Todas las instrucciones de la sección "Áreas no cultivadas y áreas industriales" son válidas para los parques y áreas recreativas.

8.8 Vías de ferrocarril

Todas las instrucciones de la sección "Áreas no cultivadas y áreas industriales" son válidas para las vías de ferrocarril.

Suelo vacío, balastos y bordes, cruces y tratamiento localizado

Este producto puede ser usado para mantener el suelo limpio de malezas en balastos y bordes de las vías de ferrocarril. Pueden hacerse aplicaciones repetidas de este producto, a medida que emergen las malezas, para mantener el suelo limpio de malezas. Este producto puede usarse para controlar las malezas altas y mejorar la línea visual en los cruces de ferrocarril y reducir la necesidad de segar a lo largo de las servidumbres de vía. Para aplicaciones en los cruces, pueden usarse hasta 80 galones de solución para rociar por acre.

Este producto puede mezclarse en tanque con los siguientes productos para tratamiento de balastos, bordes, tratamientos localizados, suelo limpio de malezas y cruces:

Arsenal	Krovar I DF
Clarity	Oust XP
diuron	Sahara
Escort	Spike
Garlon 3A	Telar
Garlon 4	Vanquish
Hyvar X	2,4-D

Control de matorrales

Este producto puede ser usado para controlar matorrales leñosos y árboles en las servidumbres de vía. Aplique de 4 a 10 cuartos de galón de este producto por acre para aplicaciones diseminadas, usando boquillas tipo aguilón o sin aguilón. Pueden usarse hasta 80 galones de solución para rociar por acre. Aplique una solución de 3/4 a 2 por ciento de este producto cuando haga aplicaciones de rociado para mojar a gran escala. Aplique una solución de 5 a 10 por ciento de este producto cuando haga aplicaciones de rociado dirigido a pequeña escala para tratamientos localizados. Este producto puede ser mezclado con los siguientes productos para un mejor control de los matorrales leñosos y árboles:

Arsenal	Garlon 4
Escort	Tordon K
Garlon 3A	

Mantenimiento del Bermudagrass

Este producto puede ser usado para controlar o controlar parcialmente muchas malezas anuales y perennes para el mantenimiento eficaz de bermudagrass que esté creciendo activamente. Aplique de 1 a 3 pintas de este producto en un máximo de 80 galones de solución para rociar por acre. Para tratar malezas anuales que tengan menos de 6 pulgadas de altura (o el largo de los tallos), use las proporciones más bajas. Use la proporción más alta a medida que las malezas aumenten de tamaño o cuando estén cerca de la floración o de la formación de semillas. Estas proporciones también controlan parcialmente las siguientes especies perennes:

Bahiagrass	Johnsongrass
Bluestem, silver	Trumpet creeper
Fescue, tall	Vaseygrass

Este producto puede ser mezclado con Oust XP. Si se mezcla en tanques, no use más de 1 a 3 pintas de este producto con 1 a 2 onzas de Oust XP por acre. Para tratar malezas anuales listadas en esta etiqueta en la etiqueta de Oust XP, que tengan menos de 6 pulgadas de altura (o el largo de los tallos), use las proporciones más bajas de cada producto. Use la proporción más alta a medida que las malezas aumenten de tamaño o cuando estén cerca de la floración o de la formación de semillas. Estas proporciones también controlan parcialmente las siguientes especies perennes:

Bahiagrass	Fescue, tall
Blackberry	Johnsongrass
Bluestem, silver	Poorjoe
Broomsedge	Raspberry
Dallisgrass	Trumpetcreeper
Dewberry	Vaseygrass
Dock, curly	Vervain, blue
Dogfennel	

Úselo solamente en bermudagrass que esté bien establecido. Como resultado del tratamiento, el bermudagrass puede sufrir deterioro, pero volverá a crecer si se riega. No se recomienda repetir el tratamiento en la misma estación, ya que esto puede ocasionar daños graves al bermudagrass.

8.9 Bordes de las Carreteras

Todas las instrucciones de la sección "Áreas no cultivadas y áreas industriales" son válidas para bordes de las carreteras.

Tratamiento de bordes

Este producto puede ser usado en los bordes de las carreteras. Puede aplicarse con rociadores de aguilón, rociadores de aguilón con pantalla, boquillas descentradas de gran volumen, equipo de mano y equipos similares.

Barandas y otros obstáculos para la siega

Este producto puede ser usado para controlar las malezas que crecen debajo de las barandas y alrededor de la señalización y otros objetos en los bordes de las carreteras.

Tratamiento localizado

Este producto puede ser usado como tratamiento localizado para controlar la vegetación indeseable que crece a lo largo de los bordes de las carreteras.

Mezclas de tanque

Este producto puede mezclarse en tanque con los siguientes productos para tratamientos de bordes, barandas, localizados y de suelo vacío siempre y cuando dichos productos estén aprobados para su uso en dichos sitios. Lea y siga con cuidado las indicaciones, declaraciones preventivas y toda la demás información incluida en las etiquetas de los productos utilizados:

Clarity	Princep DF
diuron	Princep Liquid
Endurance	Ronstar 50 WSP
Escort	Sahara
Krovar I DF	simazine
Oust XP	Surflan
Outrider®	Telar
Pendulum 3.3 EC	Vanquish
Pendulum WDG	2,4-D

Vea las instrucciones generales para mezclas de tanque en la sección "Mezclas de tanques" de esta etiqueta.

Mantenimiento del Bermudagrass y Bahiagrass

Aplicaciones cuando estén latentes (durmientes)

Este producto puede usarse para controlar o controlar parcialmente muchas malezas anuales de invierno y tall fescue para el alivio eficaz de bermudagrass y bahiagrass latentes. Trate solamente cuando el césped esté latente y antes de su reverdecer primaveral. Este producto puede mezclarse en tanque con el herbicida Outrider o Oust XP para el control residual. Las mezclas de tanque de este producto con Oust XP pueden retrasar el reverdecer.

Para obtener mejores resultados con malezas anuales de invierno, haga el tratamiento cuando las plantas estén en una etapa temprana de su crecimiento (menos de 6 pulgadas de altura) después de que la mayoría haya germinado. Para obtener mejores resultados con tall fescue, haga el tratamiento cuando el fescue esté en o después de su etapa de 4 a 6 hojas.

Aplique de 8 a 64 onzas de este producto en una mezcla de tanque con 3/4 a 1-1/3 de onza de herbicida Outrider por acre. Lea y siga todas las instrucciones de la etiqueta del herbicida Outrider.

Aplique de 8 a 64 onzas fluidas de este producto por acre, solo o en mezcla de tanque con 1/4 a 1 onza de Oust XP por acre. Aplique las proporciones recomendadas en 10 a 40 galones de agua por acre. Úselo solamente en áreas donde el bermudagrass o bahiagrass son deseables y en las que puede tolerarse un poco de daño o decoloración. Para evitar que el reverdecer se retarde y para minimizar el daño, no agregue más de 1 onza de Oust XP por acre sobre bermudagrass y no más de 1/2 onzas de Oust XP por acre sobre bahiagrass, y evite el tratamiento cuando estas hierbas se encuentren en estado semilatenente.

Bermudagrass que esté creciendo activamente

Este producto puede ser usado para controlar total o parcialmente muchas malezas anuales y perennes para el mantenimiento eficaz de bermudagrass que esté creciendo activamente. Aplique de 1 a 3 pintas de este producto en 10 a 40 galones de solución para rociar por acre. Para tratar malezas anuales que tengan menos de 6 pulgadas de altura (o el largo de los tallos), use las proporciones más bajas. Use la proporción más alta a medida que las malezas aumenten de tamaño o cuando estén cerca de la floración o de la formación de semillas. Estas proporciones también controlan parcialmente las siguientes especies perennes:

Bahiagrass	Johnsongrass
Bluestem, silver	Trumpetcreeper
Fescue, tall	Vaseygrass

Este producto puede ser mezclado en tanque con el Outrider para el control o el control parcial de *Sorghum halepense* (Johnsongrass) y otras malas hierbas indicadas en la etiqueta del Outrider. Use de 8 a 32 onzas de este producto con 3/4 a 1-1/3 onzas de Outrider. Utilice las proporciones más altas de ambos productos para el control de malas hierbas perennes o anuales que tengan una altura superior a 6 pulgadas.

Este producto puede ser mezclado con Oust XP Si se mezcla en tanques, no use más de 1 a 2 pintas de este producto con 1 a 2 onzas de Oust XP por acre. Para tratar malezas anuales listadas en esta etiqueta y en la etiqueta de Oust XP, que tengan menos de 6 pulgadas de altura (o el largo de los tallos), use las proporciones más bajas de cada producto. Use la proporción más alta a medida que las malezas aumenten de tamaño o cuando estén cerca de la floración o de la formación de semillas. Estas proporciones también controlan parcialmente las siguientes especies perennes:

Bahiagrass	Fescue, tall
Bluestem, silver	Johnsongrass
Broomsedge	Poorjoe
Dallisgrass	Trumpetcreeper
Dock, curly	Vaseygrass
Dogfennel	Vervain, blue

Úselo solamente en bermudagrass que esté bien establecido. Como resultado del tratamiento, el bermudagrass puede sufrir deterioro, pero volverá a crecer si se riega. No se recomienda repetir el tratamiento con la mezcla de tanque en la misma estación, ya que esto puede ocasionar daños graves al bermudagrass.

Bahiagrass que esté creciendo activamente

Para suprimir el crecimiento vegetativo y la inhibición de la formación de semillas de bahiagrass durante aproximadamente 45 días, aplique 6 onzas fluidas de este producto en 10 a 40 galones de agua por acre. Aplique de 1 a 2 semanas después de reverdecer completo o después de cortar a una altura uniforme de 3 a 4 pulgadas. Esta aplicación debe ser hecha antes de la emergencia de las semillas.

Para la supresión durante un máximo de 120 días, aplique 4 onzas fluidas de este producto por acre, y a continuación una aplicación de 2 a 4 onzas fluidas por acre unos 45 días más tarde. No haga más de 2 aplicaciones al año.

Este producto se puede utilizar para el control o el control parcial de *Sorghum halepense* (Johnsongrass) y otras malas hierbas indicadas en la etiqueta de Outrider, en *Paspalum notatum* (bahiagrass) en crecimiento activo. Aplique de 1-1/2 a 4-3/4 onzas de este producto con 0.75 a 1.33 onzas de Outrider por acre. Utilice las proporciones más altas para el control de malas hierbas perennes o anuales que tengan una altura superior a 6 pulgadas. Utilice sólo en *Paspalum notatum* (bahiagrass) bien establecido.

Utilice las mezclas del tanque de este producto con Oust XP. Aplique 6 onzas fluidas de este producto con 0.25 onzas de Oust XP por acre, 1 a 2 semanas después de la primera siega de la primavera. Haga solamente 1 aplicación al año.

8.10 Sitos de servicios públicos

Este producto puede ser utilizado junto a derechos de paso para alimentación eléctrica, conductos y teléfonos y en otros lugares asociados con estos derechos de paso, como subestaciones, bordes de carreteras, líneas de ferrocarril o derechos de paso similares para servicios públicos.

Este producto puede ser utilizado en áreas de servicios públicos y subestaciones para el mantenimiento del suelo limpio de malezas, el recortado de bordes y el tratamiento localizado de vegetación no deseable, así como para eliminar las malezas no deseables que crecen en cuadros de arbustos establecidos o plantaciones ornamentales. Este producto puede ser utilizado antes de plantar un área de servicios públicos con plantas ornamentales, flores y césped (panes de césped o semillas) o antes de comenzar un proyecto de construcción.

Pueden hacerse aplicaciones repetidas de este producto, a medida que emergen las malezas, para mantener el suelo limpio de malezas.

Este producto también puede ser utilizado para preparar o establecer zonas de reserva de vida silvestre dentro de estos sitios, manteniendo los caminos de acceso y para el recorte lateral a lo largo de los derechos de paso.

Mezclas de tanque

Se pueden emplear mezclas de tanque con este producto para aumentar el espectro de control de malezas herbáceas, arbustos leñosos y árboles, siempre que el producto específico esté registrado para su aplicación en el terreno deseado. Antes de preparar una mezcla de tanque, lea y siga al pie de la letra las instrucciones, las advertencias de precaución y toda la información en las etiquetas de todos los productos utilizados. Use la mezcla conforme a las advertencias de precaución más estrictas indicadas para cada producto en la mezcla. Pueden utilizarse en mezclas de tanque todas las proporciones recomendadas de este producto.

Para controlar malezas herbáceas, utilice las proporciones de menor concentración recomendadas para la mezcla de tanque. Para controlar grupos densos o difíciles de arbustos leñosos y árboles, utilice las proporciones de mayor concentración recomendadas.

MEZCLAS DE TANQUE: Este producto se puede mezclar en tanque con los siguientes productos para su uso en áreas de servicios públicos, siempre y cuando los productos

estén aprobados para su uso en dichos sitios. Refiérase a las etiquetas de cada producto para los sitios y proporciones de aplicación aprobados.

Arsenal	Outrider
atrazine ¹	pendimethalin ¹
Barricade 65WG	Plateau
dicamba ¹	Ronstar 50 WP
diuron ¹	Sahara
Endurance	simazine ¹
Escort	Surflan AS
Escort XP	Surflan WDG
Garlon 3A ²	Telar DF
Garlon 4 ²	Transline
Krenite	Vanquish
Krovar I DF	Velpar DF
Oust	Velpar L
Oust XP	2,4-D ¹

1 Pueden realizarse mezclas en tanque con productos que contienen este ingrediente activo genérico siempre y cuando dichos productos estén aprobados para su aplicación en el lugar deseado.

2 Antes de agregar este producto, asegúrese de haber mezclado completamente Garlon 3A con agua, conforme a las instrucciones de la etiqueta. Para evitar problemas de incompatibilidad de rocío, agite la mezcla del rocío en el momento en que se agregue este producto.

3 Para tratamientos de recorte lateral, use este producto solo o en una mezcla en tanque con Garlon 4.

Tierra desprovista de vegetación y podas y bordes

Este producto se puede utilizar en sitios de servicios públicos y subestaciones para terreno desprovisto de vegetación y para objetos con bordes recortados, para tratamiento localizado de vegetación no deseable y para eliminar las malezas no deseables que crecen en cuadros de arbustos establecidos y plantaciones ornamentales. Este producto puede usarse antes de plantar un área con plantas ornamentales, flores, césped (tepes o semillas), o antes de colocar asfalto o de comenzar un proyecto de construcción.

Pueden hacerse aplicaciones repetidas de este producto, a medida que emergen las malezas, para mantener el suelo limpio de malezas.

Este producto se puede mezclar en tanque con los siguientes productos. Consulte en las etiquetas de estos productos los lugares aprobados para emplearlos en el establecimiento no cultivados y las proporciones de aplicación.

Arsenal	Plateau
Banvel	Princep DF
Barricade 65WG	Princep Liquid
diuron	Ronstar 50 WP
Endurance	Sahara
Escort	simazine
Garlon 3A	Surflan

9.0 TIPOS DE MALEZAS CONTROLADAS

Use siempre la proporción más alta de este producto por acre, dentro de las proporciones recomendadas, cuando las malezas son densas o cuando crecen en un área no tocada (no cultivada).

Puede haber una disminución de los resultados cuando se tratan malezas cubiertas con mucho polvo. Para las malezas que han sido segadas, pastadas o cortadas, permita que vuelvan a crecer antes del tratamiento.

Cuando realice aplicaciones de rocío dirigido a pequeña escala, utilice una solución de 5 a 10 por ciento de este producto para el control total o parcial de malezas anuales, malezas perennes o matorrales leñosos y árboles. La cobertura del rocío debe ser uniforme y tomar contacto con al menos el 50 por ciento del follaje. La cobertura de la mitad superior de la planta es importante para obtener resultados óptimos. Para asegurar la cobertura del rocío adecuada, rocíe ambos lados de los matorrales leñosos y de los árboles grandes o altos, cuando el follaje es espeso y denso o cuando hay varios rebrotes.

Vea las secciones siguientes para las proporciones recomendadas para el control de malezas, matorrales leñosos y árboles anuales y perennes. Para las malezas, matorrales leñosos y árboles difíciles de controlar, donde las plantas crecen en condiciones de estrés, o donde la infestación es densa, pueden usarse 5 a 10 cuartos de galón por acre de este producto para obtener mejores resultados.

9.1 Malezas anuales

Use 1 cuarto de galón por acre si las malezas tienen menos de 6 pulgadas de altura o largo de los tallos y 1.5 cuartos a 4 cuartos de galón por acre si las malezas tienen más de 6 pulgadas de altura o largo de los tallos o cuando las malezas crecen en condiciones de estrés.

Para aplicaciones de rociado para mojar, aplique una solución de 1/2 por ciento de este producto a las malezas que tengan menos de 6 pulgadas de altura o largo de los tallos. Haga la aplicación antes de la formación de semillas para la hierba, o la formación de yemas para las malezas de hoja ancha. Para las malezas anuales que tienen más de 6 pulgadas de altura o las malezas más pequeñas que crecen en condiciones de estrés,

use una solución del 1 al 2 por ciento. Use la dosis más alta para las especies difíciles de controlar o las malezas de más de 24 pulgadas de altura.

ESPECIES DE MALEZAS

Anoda, spurred	Medusahead*
Barley*	Morningglory (<i>Ipomoea spp</i>)
Barley, little*	Mustard, blue*
Barnyardgrass*	Mustard, tansy*
Bassia, fivehook	Mustard, tumble*
Bittercress*	Mustard, wild*
Bluegrass, annual*	Nightshade, black*
Bluegrass, bulbous*	Oats
Brome, downy*	Panicum, browntop*
Brome, Japanese*	Panicum, fall*
Buttercup*	Panicum, Texas*
Castorbean	Pennycress, field*
Cheatgrass*	Pepperweed, Virginia*
Cheeseweed (<i>Malva parviflora</i>)	Pigweed*
Chervil*	Puncturevine
Chickweed*	Purslane, common
Cocklebur*	Pustley, Florida
Copperleaf, hophornbeam	Ragweed, common*
Copperleaf, Virginia	Ragweed, giant
Coreopsis, plains/tickseed*	Rice, red
Corn*	Rocket, London*
Crabgrass*	Rocket, yellow
Cupgrass, woolly*	Rye*
Dwarfdandelion*	Ryegrass*
Eclipta*	Sandbur, field*
Falsedandelion*	Sesbania, hemp
Falsellax, smallseed*	Shattercane*
Fiddleneck	Shepherd's-purse*
Filaree	Sicklepod
Fleabane, annual*	Signalgrass, broadleaf*
Fleabane, hairy	Smartweed, ladysthumb*
(<i>Conyza bonariensis</i>)*	Smartweed, Pennsylvania*
Fleabane, rough*	Sorghum, grain (milo)*
Foxtail*	Sowthistle, annual
Foxtail, Carolina*	Spanishneedles
Geranium, Carolina	Speedwell, corn*
Goatgrass, jointed*	Speedwell, purslane*
Goosegrass	Sprangletop*
Groundsel, common*	Spurge, annual
Henbit	Spurge, prostrate*
Horseweed/Marestail	Spurge, spotted*
(<i>Conyza canadensis</i>)	Spurry, umbrella*
Itchgrass*	Starthistle, yellow
Johnsongrass, seedling	Stinkgrass*
Junglerice	Sunflower*
Knotweed	Teaweed/Prickly sida
Kochia	Thistle, Russian
Lamb's-quarters*	Velvetleaf
Lettuce, prickly*	Wheat*
Mannagrass, eastern*	Wild oats*
Mayweed	Witchgrass*

*Cuando use equipos de aplicación diseminada a nivel del terreno (aplicaciones aéreas o rociadores de aguilón con boquillas tipo abanico plano), estas especies serán controladas o controladas parcialmente con 1 pinta de este producto por acre. Las aplicaciones deben hacerse usando de 3 a 10 galones de volumen por acre. Use boquillas que garanticen una cobertura completa del follaje y haga el tratamiento cuando las malezas estén en su etapa temprana de crecimiento.

9.2 Malezas perennes

Los mejores resultados se obtienen cuando las malezas perennes son tratadas una vez que han alcanzado la etapa reproductiva de su crecimiento (inicio de las semillas para hierbas y formación de yemas para malezas de hoja ancha). Para las plantas sin flores, los mejores resultados se obtienen cuando las plantas alcanzan el estado de madurez. En muchos casos, se requiere el tratamiento antes de estas etapas del crecimiento. En estos casos, use la proporción más alta dentro de las proporciones recomendadas.

Use una solución del 2 por ciento en malezas perennes difíciles de controlar como pasto bermudagrass, dock, field bindweed, hemp dogbane, milkweed y Canada thistle.

Asegúrese de que la cobertura sea a fondo cuando emplee tratamientos de rociado para mojar con equipo de mano. Cuando se utilice equipo manual para tratamientos puntuales localizados de bajo volumen, aplique una solución de 5 a 10 por ciento de este producto.

Espera 7 días o más después de la aplicación antes de labrar.

Especies de malezas	Proporción (cuartos por acre)	% de solución de mano
Alfalfa*	1	2
Alligatorweed*	4	1.5
Anise (fennel)	2 - 4	1 - 2
Artichoke, Jerusalem	3 - 5	2
Bahiagrass	3 - 5	2
Beachgrass, European (<i>Ammophila arenaria</i>)	—	5
Bentgrass*	1.5	2
Bermudagrass	5	2
Bermudagrass, water (knotgrass)	1.5	2
Bindweed, field	4 - 5	2
Bluegrass, Kentucky	2	2
Blueweed, Texas	4 - 5	2
Brackenfern	3 - 4	1 - 1.5
Bromegrass, smooth	2	2
Bursage, woolly-leaf	—	2
Canarygrass, reed	2 - 3	2
Cattail	3 - 5	2
Clover; red, white	3 - 5	2
Cogongrass	3 - 5	2
Dallisgrass	3 - 5	2
Dandelion	3 - 5	2
Dock, curly	3 - 5	2
Dogbane, hemp	4	2
Fescue (except tall)	3 - 5	2
Fescue, tall	1 - 3	2
Guineagrass	3	1
Hemlock, poison	2 - 4	1 - 2
Horsenettle	3 - 5	2
Horseradish	4	2
Iceplant	2	1.5 - 2
Ivy, German	2 - 4	1 - 2
Johnsongrass	2 - 3	1
Kikuyugrass	2 - 3	2
Knapweed	4	2
Lantana	—	1 - 1.25
Lespedeza	3 - 5	2
Milkweed, common	3	2
Mulch, wirestem	2	2
Mullein, common	3 - 5	2
Napiergrass	3 - 5	2
Nightshade, silverleaf	2	2
Nutsedge; purple, yellow	3	1 - 2
Orchardgrass	2	2
Pampasgrass	3 - 5	1.5 - 2
Paragrass	3 - 5	2
Pepperweed, perennial	4	2
Phragmites*	3 - 5	1 - 2
Quackgrass	2 - 3	2
Redvine*	2	2
Reed, giant	4 - 5	2
Ryegrass, perennial	2 - 3	1
Smartweed, swamp	3 - 5	2
Spurge, leafy*	—	2
Sweet potato, wild*	—	2
Thistle, artichoke	2 - 3	1 - 2
Thistle, Canada	2 - 3	2
Timothy	2 - 3	2
Torpedograss*	4 - 5	2
Trumpetcreeper*	2 - 3	2
Vaseygrass	3 - 5	2
Velvetgrass	3 - 5	2
Wheatgrass, western	2 - 3	2

*Control parcial

9.3 Matorrales leñosos y árboles

Aplique este producto después de la formación completa de hojas, a menos que se indique lo contrario en esta etiqueta o en otras etiquetas o fichas técnicas complementarias publicadas por Monsanto. Para las plantas más grandes y/o donde la densidad de la vegetación sea alta, use la proporción más alta. En las plantas enredaderas que han alcanzado el estado leñoso de crecimiento, use las proporciones más altas. Los mejores resultados se obtienen cuando se aplica a finales del verano o en el otoño, después de la formación de frutos.

En zonas áridas, se obtienen mejores resultados cuando se aplica en la primavera o a principios del verano cuando las especies que crecen como matorrales tienen alto contenido de humedad y florecen.

Cuando haga tratamientos de rociado para mojar con equipos de mano, asegúrese de que la cobertura sea total. Cuando use equipos de mano para tratamientos localizados con rociado dirigido de poco volumen, aplique una solución del 5 al 10 por ciento de este producto.

Es posible que los síntomas no aparezcan antes de las heladas o del envejecimiento con tratamientos de otoño.

Permita que pasen 7 o más días después de la aplicación antes de labrar, segar o remover. Es posible que se necesite repetir el tratamiento para tratar plantas que emergen de partes enterradas o de semillas. Un poco de colorido otoñal es aceptable en plantas indeseables que pierden las hojas en el otoño, siempre y cuando no hayan sufrido mayor pérdida de hojas. Si la aplicación de otoño se realiza después de que hayan ocurrido heladas, es posible que se obtengan resultados deficientes.

Especies de malezas	Proporción (cuartos por acre)	% de solución de mano de rociado para mojar
Alder	3 - 4	1 - 1.5
Ash*	2 - 5	1 - 2
Aspen, quaking	2 - 3	1 - 1.5
Bearclover (Bearnat)*	2 - 5	1 - 2
Beech*	2 - 5	1 - 2
Birch	2	1
Blackberry	3 - 4	1 - 1.5
Blackgum*	2 - 5	1 - 2
Bracken	2 - 5	1 - 2
Broom; French, Scotch	2 - 5	1.5 - 2
Buckwheat, California*	2 - 4	1 - 2
Cascara*	2 - 5	1 - 2
Catsclaw*	—	1 - 1.5
Ceanothus*	2 - 5	1 - 2
Chamise*	2 - 5	1
Cherry; bitter, black, pin	2 - 3	1 - 1.5
Coyotebrush	3 - 4	1.5 - 2
Creeper, Virginia	2 - 5	1 - 2
Deerweed	2 - 5	1
Dogwood*	2 - 5	1 - 2
Elderberry	2	1
Elm*	2 - 5	1 - 2
Eucalyptus	—	2
Flower, monkey flower*	2 - 4	1 - 2
Gorse*	2 - 5	1 - 2
Hasardia*	2 - 4	1 - 2
Hawthorn	2 - 3	1 - 1.5
Hazel	2	1
Hickory*	2 - 5	1 - 2
Honeysuckle	3 - 4	1 - 1.5
Hornbeam, American*	2 - 5	1 - 2
Ivy, poison	4 - 5	2
Kudzu	4	2
Locust, black*	2 - 4	1 - 2
Madrone resprouts*	—	2
Manzanita*	2 - 5	1 - 2
Maple, red*	2 - 4	1 - 1.5
Maple, sugar	—	1 - 1.5
Maple, vine*	2 - 5	1 - 2
Oak; black, white*	2 - 4	1 - 2
Oak, post	3 - 4	1 - 1.5
Oak; northern pin	2 - 4	1 - 1.5
Oak, poison	4 - 5	2
Oak, scrub*	2 - 4	1 - 1.5

Especies de malezas	Proporción (cuartos por acre)	% de solución de mano de rociado para mojar
Oak, southern red	2 - 3	1 - 1.5
Olive, Russian*	2 - 5	1 - 2
Peppertree, Brazilian (Florida holly)*	2 - 5	1 - 2
Persimmon*	2 - 5	1 - 2
Pine	2 - 5	1 - 2
Poplar, yellow*	2 - 5	1 - 2
Redbud, eastern	2 - 5	1 - 2
Rose, multiflora	2	1
Sage, black	2 - 4	1
Sage, white*	2 - 4	1 - 2
Sage brush, California	2 - 4	1
Salmonberry	2	1
Saltcedar*	2 - 5	1 - 2
Sassafras*	2 - 5	1 - 2
Sourwood*	2 - 5	1 - 2
Sumac; laurel, poison, smooth, sugarbush, winged *	2 - 4	1 - 2
Sweetgum	2 - 3	1 - 1.5
Swordfern*	2 - 5	1 - 2
Tallowtree, Chinese	—	1
Tanoak resprouts*	—	2
Thimbleberry	2	1
Tobacco, tree*	2 - 4	1 - 2
Toyon*	—	2
Trumpet creeper	2 - 3	1 - 1.5
Waxmyrtle, southern*	2 - 5	1 - 2
Willow	3	1
Yerba Santa, California*	—	2

*Control parcial

10.0 LIMITES EN LA GARANTIA Y EN LA RESPONSABILIDAD

Monsanto Compañía garantiza que este producto concuerda con la descripción química de la etiqueta y es razonablemente adecuado para los propósitos descritos en el librito titulado Instrucciones Completas para el Uso ("Instrucciones") cuando se usa de acuerdo con dichas Instrucciones y las condiciones que allí se detallan. SEGUN LO ESTABLECIDO EN LA LEY VIGENTE, NO SE HACE NINGUNA OTRA GARANTIA EXPRESA O IMPLICITA ACERCA DE LA IDONEIDAD PARA UN USO PARTICULAR O COMERCIABILIDAD. Esta garantía está sujeta también a las condiciones y limitaciones que aquí se indican.

El comprador y todos los usuarios deberán reportar con prontitud a esta Compañía acerca de cualquier reclamo que se base en un contrato, negligencia, estricta responsabilidad, y otros actos ilícitos.

Según lo establecido en la ley vigente, el comprador y todos los usuarios son responsables por todas las pérdidas o daños que resultasen por el uso o manipulación en condiciones que estén más allá del control de esta Compañía, incluyendo pero no limitándose a: incompatibilidad con productos que no sean los señalados en las Instrucciones, aplicación o contacto con vegetación que no se quiera destruir, condiciones climáticas inusuales, condiciones de clima que estén fuera de los límites que se consideran normales en el lugar de la aplicación y para el período de tiempo en el cual se aplica, así como condiciones de clima que estén fuera de los límites indicados en las Instrucciones, aplicaciones que no estén explícitamente aconsejadas en las Instrucciones, condiciones de humedad que estén fuera de los límites establecidos en las Instrucciones, o la presencia de productos en la tierra o sobre ella, en las plantas o en la vegetación que se está tratando, diferentes a los indicados en las Instrucciones.

Monsanto Compañía no garantiza ninguno de los productos reformulados o reempacados de este producto, excepto de acuerdo a los requisitos de la administración de esta Compañía y con el permiso escrito expreso de esta Compañía.

SEGUN LO ESTABLECIDO EN LA LEY VIGENTE, LA UNICA Y EXCLUSIVA COMPENSACION AL USUARIO O COMPRADOR Y EL LIMITE DE RESPONSABILIDAD DE ESTA COMPAÑIA O DE CUALQUIER OTRO VENDEDOR POR CUALQUIER PERDIDA O POR TODAS LAS PERDIDAS, PERJUICIOS O DAÑOS QUE RESULTASEN DEL USO O MANEJO DE ESTE PRODUCTO (INCLUYENDO RECLAMOS QUE SE BASEN EN UN CONTRATO, NEGLIGENCIA, ESTRUCTA RESPONSABILIDAD Y OTROS ACTOS ILICITOS) SERA EL PRECIO PAGADO POR EL USUARIO O EL COMPRADOR POR LA CANTIDAD INVOLUCRADA DE ESTE PRODUCTO, O A ELECCION DE ESTA COMPAÑIA O DE OTRO VENDEDOR, EL REEMPLAZO DE DICHA CANTIDAD, O SI NO SE OBTUVO MEDIANTE COMPRA SE REEMPLAZARA DICHA CANTIDAD DEL PRODUCTO. EN NINGUN CASO ESTA COMPAÑIA U OTRO VENDEDOR SERAN RESPONSABLES POR DAÑOS INCIDENTALES, CONSECUENTES O ESPECIALES.

En el momento de abrir y usar el producto, se asume que el comprador y todos los usuarios han aceptado las condiciones de los LIMITES EN LA GARANTIA Y EN LA RESPONSABILIDAD que no pueden variar por medio de ningún acuerdo verbal o escrito. Si las condiciones son inaceptables, devuelva el producto inmediatamente sin abrir el recipiente.

Outrider, Ranger PRO, Ranger PRO y el diseño, y el diseño de Monsanto y el Vine son marcas comerciales de la empresa Monsanto Technology LLC. Todas las otras marcas registradas son la propiedad de sus dueños respectivos.

Este producto está protegido por la patente de los Estados Unidos Nos. 5,683,958; 5,703,015; 6,063,733; 6,121,199; 6,121,200. No se han otorgado licencias bajo ninguna patente que no sea de los Estados Unidos.

Registro en la EPA N° 524-517

En caso de que se presente una emergencia relacionada con este producto, o para la ayuda médica, llame por cobrar a cualquier hora del día o de la noche, al teléfono (314) 694-4000.

Empacado Para:
MONSANTO COMPANY
800 N. LINDBERGH BLVD.
ST. LOUIS, MISSOURI, 63167 U.S.A.
©2010
102909



MONSANTO COMPANY

Safety Data Sheet Commercial Product

1. PRODUCT AND COMPANY IDENTIFICATION

1.1. Product identifier

Ranger PRO® Herbicide

1.1.1. Chemical name

Not applicable.

1.1.2. Synonyms

None.

1.1.3. EPA Reg. No.

524-517

1.2. Product use

Herbicide

1.3. Company

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

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

E-mail: safety.datasheet@monsanto.com

1.4. Emergency numbers

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

2. HAZARDS IDENTIFICATION

2.1. Classification

OSHA Hazard Communication Standard, 29 CFR 1910.1200 (2012)
Acute toxicity, inhalation - Category 4

2.2. Label elements

2.2.1. Signal word

WARNING!

2.2.2. Hazard pictogram/pictograms



2.2.3. Hazard statement/statements

Harmful if inhaled.

2.2.4. Precautionary statement/statements

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

Use only outdoors or in a well-ventilated area.

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

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

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

Amber /Liquid / Sweet

2.4. OSHA Status

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

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

3. COMPOSITION/INFORMATION ON INGREDIENTS

Active ingredient

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

Composition

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

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

4. FIRST AID MEASURES

Use personal protection recommended in section 8.

4.1. Description of first aid measures

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

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

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

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

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

5. FIRE-FIGHTING MEASURES

5.1. Extinguishing media

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

5.2. Special hazards

5.2.1. Unusual fire and explosion hazards

Minimise use of water to prevent environmental contamination.

Environmental precautions: see section 6.

5.2.2. Hazardous products of combustion

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

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

5.4. Flash point

Does not flash.

6. ACCIDENTAL RELEASE MEASURES

6.1. Personal precautions

Use personal protection recommended in section 8.

6.2. Environmental precautions

SMALL QUANTITIES:

Low environmental hazard.

LARGE QUANTITIES:

Minimise spread.

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

Notify authorities.

6.3. Methods for cleaning up

SMALL QUANTITIES:

Flush spill area with water.

LARGE QUANTITIES:

Absorb in earth, sand or absorbent material.

Dig up heavily contaminated soil.

Collect in containers for disposal.

Refer to section 7 for types of containers.

Flush residues with small quantities of water.

Minimise use of water to prevent environmental contamination.

Refer to section 13 for disposal of spilled material.

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

7. HANDLING AND STORAGE

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

7.1. Precautions for safe handling

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

7.2. Conditions for safe storage

Minimum storage temperature: -15 °C

Maximum storage temperature: 50 °C

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

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

Keep out of reach of children.

Keep away from food, drink and animal feed.

Keep only in the original container.

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

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

Minimum shelf life: 5 years.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

8.1. Airborne exposure limits

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

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

8.3. Recommendations for personal protective equipment

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

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

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

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

9. PHYSICAL AND CHEMICAL PROPERTIES

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

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

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

10. STABILITY AND REACTIVITY

10.1. Reactivity

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

10.2. Stability

Stable under normal conditions of handling and storage.

10.3. Possibility of hazardous reactions

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

10.4. Incompatible materials

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

10.5. Hazardous decomposition

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

11. TOXICOLOGICAL INFORMATION

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

Likely routes of exposure: Skin contact, eye contact

Potential health effects

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

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

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

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

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

Similar formulation

Acute oral toxicity

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

Practically non-toxic.

Acute dermal toxicity

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

Skin irritation

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

Eye irritation

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

Acute inhalation toxicity

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

Skin sensitization

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

N-(phosphonomethyl)glycine; { glyphosate acid}

Genotoxicity

Not genotoxic.

Carcinogenicity

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

Reproductive/Developmental Toxicity

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

12. ECOLOGICAL INFORMATION

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

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

Similar formulation

Aquatic toxicity, fish

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

Aquatic toxicity, invertebrates

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

Arthropod toxicity

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

Similar formulation

Aquatic toxicity, algae/aquatic plants

Green algae (*Selenastrum capricornutum*):

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

Green algae (*Selenastrum capricornutum*):

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

N-(phosphonomethyl)glycine; { glyphosate acid}

Bioaccumulation

Bluegill sunfish (*Lepomis macrochirus*):

Whole fish: BCF: < 1

No significant bioaccumulation is expected.

Dissipation

Soil, field:

Half life: 2 - 174 days

Koc: 884 - 60,000 L/kg

Adsorbs strongly to soil.

Water, aerobic:

Half life: < 7 days

13. DISPOSAL CONSIDERATIONS

13.1. Waste treatment methods

13.1.1. Product

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

13.1.2. Container

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

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

14. TRANSPORT INFORMATION

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

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

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

14.2. IMDG Code

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

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

14.3. IATA/ICAO

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

15. REGULATORY INFORMATION

15.1. Environmental Protection Agency

15.1.1. TSCA Inventory

All components are on the US EPA's TSCA Inventory

15.1.2. SARA Title III Rules

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

15.1.3. CERCLA Reportable quantity

Not applicable.

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

This chemical is a pesticide product regulated by the United States Environmental Protection Agency and is subject to certain labeling requirements under federal pesticide law. These requirements differ from the classification criteria and hazard information required for safety data sheets (SDS), and for workplace labels of non-pesticide chemicals. The hazard information required on the pesticide label is reproduced below. The pesticide label also includes other important information, including directions for use.

CAUTION!
CAUSES EYE IRRITATION

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

16. OTHER INFORMATION

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

NFPA	Health	Flammability	Instability	Additional Markings
	1	1	1	

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

91

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

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

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

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

Milorganite® with Iron
 Non-Burning*
 Slow-Release Nitrogen

Milorganite® Professional Grade with Iron



SLOW-RELEASE
Milorganite®
 NITROGEN FERTILIZER



PROFESSIONAL - GRADE
TURFGRASS FERTILIZER
 FOR GREENS, TEES & FAIRWAYS

6-4-0

- NON-BURNING* SLOW-RELEASE NITROGEN
- RICH IN WATER-INSOLUBLE NITROGEN
- CONTAINS IRON FOR ENHANCED GREENING
- SMALL GRANULE—EASILY DROPS TO SOIL SURFACE
- COVERS 3,000 SQ FT AT 1 LB NITROGEN RATE

Application Rates: lbs Nitrogen to Material per sq ft

0.33 lb.N 5.5 lbs per 1,000 sq ft	0.50 lb.N 8.5 lbs per 1,000 sq ft	1.00 lb.N 17 lbs per 1,000 sq ft	1.50 lb.N 25 lbs per 1,000 sq ft
---	---	--	--

Valores de la aplicación: libras de Nitrógeno sobre el material por pie²

0.33 libras N 5.5 libras por 1,000 pie ²	0.50 libras N 8.5 libras por 1,000 pie ²	1.00 libras N 17 libras por 1,000 pie ²	1.50 libras N 25 libras por 1,000 pie ²
---	---	--	--

Milorganite® Professional Grade Fertilizer Spreader Rate Chart

Spreader	Spread Width	Nitrogen in lbs/1,000 sq ft			
		0.33	0.50	1.00	1.00
Earthway	8 ft	12	15	28	
Lesco	8 ft	F	H	R	
Prize Bigfoot	9 ft	H	K	X	
Scotts R&A	9 ft	J (cono 7)	M (cono 7)	X (cono 7)	
Andersons SR2000 et AP2000	9 ft	J (cono 7)	M (cono 7)	X (cono 7)	
Spyker	9 ft	4	5	9	
Lely (Hole 6, 4 1/2 mph)	20 ft	-	5	8	
Lely (Hole 6, 4 1/2 mph)	40 ft	-	8	8-2X	

Milorganite® Tabla de tarifas de esparcido de fertilizantes de grado profesional

Esparcidor	Ancho de propagación	Nitrógeno en libras/1,000 pie ²			
		0.33	0.50	1.00	1.00
Earthway	8 pies	12	15	28	
Lesco	8 pies	F	H	R	
Prize Bigfoot	9 pies	H	K	X	
Scotts R&A	9 pies	J (cono 7)	M (cono 7)	X (cono 7)	
Andersons SR2000 et AP2000	9 pies	J (cono 7)	M (cono 7)	X (cono 7)	
Spyker	9 pies	4	5	9	
Lely (Hoyo 6, 4 1/2 mph)	20 pies	-	5	8	
Lely (Hoyo 6, 4 1/2 mph)	40 pies	-	8	8-2X	

Notes: These rates are a guide. Fertilizer applications should be based on the results of a soil test and visual observations. Rates and timing of application vary according to weather conditions and soil types. Application speed, terrain, and spreader wear may account for varying amounts applied. For best results, calibrate your spreader using manufacturer's recommendations to ensure accuracy, or refer to milorganite.com

Notas: Estas cantidades son una guía. La aplicación de fertilizantes se debe basar en los resultados de un análisis de suelo y de las observaciones visuales. Las cantidades y el calendario de aplicación varían de acuerdo a las condiciones climáticas y tipos de suelo. La velocidad de aplicación, el desgaste del terreno y el esparcidor, pueden tomarse en cuenta para la variación en las cantidades aplicadas. Para mejores resultados, calibre su esparcidor usando las recomendaciones del fabricante para asegurar la precisión, o referirse a milorganite.com

Environmental Respect

Milorganite® products are recycled biosolids. Milorganite® products proudly meet U.S. Environmental Protection Agency's "Exceptional Quality" standards for beneficial use. This designation means that Milorganite® products can be used anywhere fertilizer is recommended. Nitrogen in Milorganite® products releases slowly, guaranteeing a long feeding period. This also helps to minimize potential environmental impact from runoff or nutrient leaching into ground water.

Aspectos Ambientales

Los productos Milorganite® son biosólidos reciclados. Los productos Milorganite® orgullosamente cumplen las normas de "Calidad Excepcional" de la Agencia de Protección Ambiental de los Estados Unidos para un uso ventajoso. Esta designación significa que los productos Milorganite® se pueden usar en cualquier lugar donde se recomiende el uso de fertilizante. El nitrógeno de los productos Milorganite® se libera lentamente, garantizando un largo período de alimentación. Esto también ayuda a minimizar el potencial impacto ambiental a partir de las escorrentías o filtraciones de nutrientes en el agua subterránea.

Use according to directions: Avoid direct application on impervious surfaces, steep slopes, areas that flood, wetlands or into surface water. After using Milorganite®, wash hands and store unused product in a cool, dry area, away from children and pets. Apply only to actively growing turf. Do not apply near water, storm drains or drainage ditches. Do not apply if heavy rain is expected. Apply this product only to your turf, and sweep any product that lands in the driveway, sidewalk, or street, back onto your turf. Check with your local Cooperative Extension Agency to obtain specific information on local turf best management practices. Check with your county or city government to determine if there are local regulations for fertilizer use. ⚠️Warning: This product can expose you to chemicals, including lead, known to the State of California to cause cancer and birth defects or other reproductive harm. For more information, go to www.cdph.ca.gov. No evidence indicates any actual additional risk of cancer, birth defects, or other reproductive harm when this product is used as directed.

Aplique los productos Milorganite® de acuerdo con las instrucciones de la etiqueta. Evite la aplicación directa en superficies impermeables, laderas pronunciadas, áreas que se inundan, pantanos o en el agua superficial. Después de usarlo, lívese las manos y guarde el producto no usado lejos de los niños y de las mascotas en un área fresca y seca. ⚠️Advertencia: Este producto contiene cantidades detectables de sustancias químicas que se las conoce por causar cáncer, defectos de nacimiento o daño en el sistema reproductivo. Este aviso de ninguna manera significa que confirmamos con evidencia o experiencia para indicar que las manipulaciones correctas, tal como se describe en nuestras etiquetas y literales relacionados, podría realmente producir riesgo de cáncer, defectos de nacimiento o daño en el sistema reproductivo. Puede consultar información sobre el contenido y los niveles de metales del producto en Internet en el sitio www.milorganite.com. *Cuadrese a prueba cuando se usa de acuerdo con las instrucciones de la etiqueta.

Information regarding the contents and levels of metals in this product is available on the internet at www.milorganite.com
 *Don't proof when used according to the label directions.

Milorganite® 6-4-0 Professional Grade Guaranteed Analysis	
Total Nitrogen (N)	6.0%
2.0 % Water Soluble Nitrogen	
4.0 % Water Insoluble Nitrogen*	
Available Phosphate (P ₂ O ₅)	4.0%
Calcium (Ca)	1.2%
Iron (Fe)	2.5%
Derived from processed sewage	
*4.0 % Slowly available Nitrogen derived from processed sewage	

Manufactured by:
 Milwaukee Metropolitan Sewerage District
 260 W. Seebolt St., Milwaukee, WI 53204
 (800) 287-9645 www.mmsd.com
 MADE IN THE USA

Milorganite® 6-4-0 análisis garantizado de calidad profesional	
Nitrógeno Total (N)	6.0%
2.0 % Nitrógeno soluble en agua	
4.0 % Nitrógeno insoluble en agua*	
Fosfato disponible (P ₂ O ₅)	4.0%
Calcio (Ca)	1.2%
Hierro (Fe)	2.5%
Derivado de aguas residuales procesadas	
*4.0 % Lenta y disponible Nitrógeno derivado de aguas residuales procesadas	

Net wt. 50 lbs (22,68 kg)

Peso neto de 50 libras (22,68 kg)

Milorganite® Professional Grade with Iron

Milorganite® with Iron
 Non-Burning*
 Slow-Release Nitrogen

9.3

Safety Data Sheet (SDS)

OSHA HazCom Standard 29 CFR 1910.1200(g) and GHS Rev 03.

Issue date 10/26/2015

Reviewed on 10/26/2015

1. Identification**Product Identifier****Trade name:** Milorganite® 6-4-0 Fertilizer**Relevant identified uses of the substance or mixture and uses advised against:****Product Description** A fertilizer product manufactured from various microbes used to digest sewage sludge.**Details of the Supplier of the Safety Data Sheet:****Manufacturer/Supplier:**

Milwaukee Metropolitan Sewerage District

260 W. Seeboth Street

Milwaukee, WI 53204

Telephone: 1-800-287-9645

Emergency telephone number: 1-800-304-6204**2. Hazard(s) Identification****Classification of the substance or mixture:**

GHS07

Skin Irrit. 2 H315 Causes skin irritation.

Eye Irrit. 2A H319 Causes serious eye irritation.

STOT SE 3 H335 May cause respiratory irritation.

Aquatic Acute 2 H401 Toxic to aquatic life.

Label elements:**GHS label elements**

The product is classified and labeled according to the Globally Harmonized System (GHS).

Hazard pictograms:

GHS07

Signal word: Warning**Hazard-determining components of labeling:**

Activated Sewage Sludge (biosolids, dried microbes)

Calcium Carbonate

Hazard statements:

Causes skin irritation.

Causes serious eye irritation.

May cause respiratory irritation.

Toxic to aquatic life.

Precautionary statements:

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

Use only outdoors or in a well-ventilated area.

Wear protective gloves.

Wear eye protection / face protection.

Avoid release to the environment.

Wash thoroughly after handling.

(Contd. on page 2)

Safety Data Sheet (SDS)

OSHA HazCom Standard 29 CFR 1910.1200(g) and GHS Rev 03.

Issue date 10/26/2015

Reviewed on 10/26/2015

Trade name: Milorganite® 6-4-0 Fertilizer

If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.

Specific treatment (see supplementary first aid instructions on this Safety Data Sheet).

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

Call a POISON CENTER/doctor if you feel unwell.

If skin irritation occurs: Get medical advice/attention.

If eye irritation persists: Get medical advice/attention.

IF ON SKIN: Wash with plenty of water.

Take off contaminated clothing and wash it before reuse.

Store locked up.

Store in a well-ventilated place. Keep container tightly closed.

Dispose of contents/container in accordance with local/regional/national/international regulations.

· **Classification system:**

· **NFPA ratings (scale 0 - 4)**



Health = 1

Fire = 0

Reactivity = 0

· **HMIS-ratings (scale 0 - 4)**

HEALTH	1
FIRE	0
REACTIVITY	0

Health = 1

Fire = 0

Reactivity = 0

· **Hazard(s) not otherwise classified (HNOC):** None known

* [Redacted section]

· **Chemical characterization: Mixtures**

· **Description:** Mixture of substances listed below with non-hazardous additions.

· **Dangerous Components:**

8049-99-8 Activated Sewage Sludge (biosolids, dried microbes)

100%

⚠ Skin Irrit. 2, H315; STOT SE 3, H335; Eye Irrit. 2B, H320; Aquatic Acute 2, H401

· **Additional information:**

Trace metals and volatile organics can be detected in quantities less than 1.0%, most less than 0.1%. These components and pathogenic agents are of a low quantity to allow this product to meet US EPA 40CFR Part 503 Class A Exceptional Quality biosolid requirements.

* [Redacted section]

· **Description of first aid measures:**

· **After inhalation:** Remove affected person to fresh air. Seek medical attention if symptoms persist.

· **After skin contact:** Immediately wash with water and soap and rinse thoroughly.

· **After eye contact:**

Remove contact lenses at once. Rinse opened eye under running water for at least 15 minutes. If irritation persists, seek medical attention.

· **After swallowing:** If suffering gastrointestinal discomfort, treat symptomatically.

· **Information for doctor:**

· **Most important symptoms and effects, both acute and delayed:**

Asthmatics exposed to excessive dusts may have trouble breathing.

· **Indication of any immediate medical attention and special treatment needed:**

No further relevant information available.

(Contd. on page 3)

Safety Data Sheet (SDS)

OSHA HazCom Standard 29 CFR 1910.1200(g) and GHS Rev 03.

Issue date 10/26/2015

Reviewed on 10/26/2015

Trade name: Milorganite® 6-4-0 Fertilizer* **Extinguishing media:*** **Suitable extinguishing agents:**CO₂, extinguishing powder or water spray. Fight larger fires with water spray or alcohol resistant foam.* **Special hazards arising from the substance or mixture:**

At high temperatures, this type of fertilizer can give off undefined fumes. Fine dust dispersion in air may form an explosive mixture. Bulk wetted material may generate heat upon storage. Use of TEFC electrical equipment is advised to aid in control of dust-caused explosions. Control fugitive dust at its' source by containment or treating Milorganite with a dust suppressant.

* **Advice for firefighters:**

Do not breathe fumes. Prevent runoff from entering drains, sewers or any body of water. Becomes slippery when wet, guard against falls.

* **Protective equipment:**

As in any fire, wear self-contained breathing apparatus pressure-demand (NIOSH approved or equivalent) and full protective gear to prevent contact with skin and eyes.

* **Personal precautions, protective equipment and emergency procedures:** Not required.* **Environmental precautions:** Do not allow to enter sewers/ surface or ground water.* **Methods and material for containment and cleaning up:**

Sweep, vacuum or shovel material into labeled container. If at all possible, reuse product. Ensure that disposal is in compliance with local, state or federal regulations.

* **Reference to other sections:**

See Section 7 for information on safe handling.

See Section 8 for information on personal protection equipment.

See Section 13 for disposal information.

* **Handling*** **Precautions for safe handling:**

Avoid breathing dust. Wash after handling. Do not contaminate water by disposal of equipment washwaters. Do not allow to become wet during storage.

* **Information about protection against explosions and fires:** No special measures required.* **Conditions for safe storage, including any incompatibilities:*** **Storage*** **Requirements to be met by storerooms and receptacles:**

Store in the original container.

Store in a cool, dry area out of reach of children and animals. Keep dry. Bulk wetted material may generate heat upon storage.

* **Information about storage in one common storage facility:** Not required.* **Further information about storage conditions:**

Some coprophagic canines (fecal eating dogs) may be attracted by the odor of biosolids, transfer their fecal attraction to Milorganite® 5-2-0 fertilizer, rip open bags in storage and over eat. A dog may be sick for 24 to 48 hours, beginning with vomiting that can lead to dehydration, incontinence (stiffness in the hind legs), atrophy, depression, and black stools due to the high carbon content of Milorganite® 5-2-0. In most cases, symptomatic care prescribed by a veterinarian will relieve these symptoms.

* **Specific end use(s):** No further relevant information available.

(Contd. on page 4)

Safety Data Sheet (SDS)

OSHA HazCom Standard 29 CFR 1910.1200(g) and GHS Rev 03.

Issue date 10/26/2015

Reviewed on 10/26/2015

Trade name: Milorganite® 6-4-0 Fertilizer* **8. EXPOSURE CONTROLS/PERSONAL PROTECTION**

- **Additional information about design of technical systems:** No further data; see section 7.
- **Control parameters:**
- **Components with occupational exposure limits:**
The product does not contain any relevant quantities of materials with critical values that have to be monitored at the workplace.
- **Additional Information:** The lists that were valid during the creation of this SDS were used as basis.
- **Exposure controls:**
Provide general ventilation in processing and storage. Provide local exhaust if necessary to reduce dust levels below acceptable limits.
- **Personal protective equipment:**
- **General protective and hygienic measures:**
Keep away from foodstuffs, beverages and feed.
Immediately remove all soiled and contaminated clothing and wash before reuse.
Wash hands before breaks and at the end of work.
Avoid contact with the eyes and skin.
- **Breathing equipment:** Not required.
- **Protection of hands:**



Protective gloves

- **Eye protection:**



Tightly sealed goggles

* **9. CHEMICAL SAFETY INFORMATION**

- **Information on basic physical and chemical properties**
- **General Information**
- **Appearance:**
- **Form:** Granulate
- **Color:** Dark
- **Odor:** Earthy
- **Odor threshold:** Not determined.
- **pH-value:** Slightly acidic (9 parts water to 1 part Milorganite)
- **Change in condition**
- **Melting point/Melting range:** Not determined.
- **Boiling point/Boiling range:** Not determined.
- **Flash point:** None
- **Flammability (solid, gaseous):** Not determined.
- **Ignition temperature:**
- **Decomposition temperature:** Not determined.

(Contd. on page 5)

Safety Data Sheet (SDS)

OSHA HazCom Standard 29 CFR 1910.1200(g) and GHS Rev 03.

Issue date 10/26/2015

Reviewed on 10/26/2015

Trade name: Milorganite® 6-4-0 Fertilizer

- **Auto igniting:** Product is not self-igniting.
- **Danger of explosion:** Product does not present an explosion hazard.
- **Explosion limits:**
 - Lower:** Not determined.
 - Upper:** Not determined.
- **Vapor pressure:** Not applicable.
- **Density:**
 - Relative density:** Not determined.
 - Vapor density:** Not applicable.
 - Evaporation rate:** Not applicable.
- **Solubility in / Miscibility with:**
 - Water:** Slightly soluble.
- **Partition coefficient (n-octanol/water):** Not determined.
- **Viscosity:**
 - Dynamic:** Not applicable.
 - Kinematic:** Not applicable.
- **Other information:** Bulk Density: 50-51 lbs/ft³

* [Redacted]

- **Reactivity:** No further relevant information available.
- **Chemical stability:** Stable under normal conditions.
- **Thermal decomposition / conditions to be avoided:** No decomposition if used according to specifications.
- **Possibility of hazardous reactions:** No dangerous reactions known.
- **Conditions to avoid:** Excessive heat; absorbs moisture in highly humid areas.
- **Incompatible materials:** Strong acids, alkalis and oxidizing agents.
- **Hazardous decomposition products:**
Expected to emit the same types of toxic smoke as would be released during combustion of other organic materials.

* [Redacted]

- **Information on toxicological effects:**
 - **Acute toxicity:**
 - **Primary irritant effect:**
 - **On the skin:** Irritant to skin and mucous membranes.
 - **On the eye:**
Irritating effect.
Causes serious eye irritation.
 - **Additional toxicological information:**
As a recycled product made by a municipal water reclamation facility, biosolids have the potential to contain various pollutants. The U.S. Environmental Protection Agency has extensively analyzed the risk from these pollutants. These analyses have considered over 400 compounds, including metals, volatile and semi-volatile organic compounds, pesticides, furans, dioxins, polychlorinated biphenyls, and polybrominated diphenyl ethers. These analyses have concluded that only metals present significant risks at the levels likely to be found in biosolids. In response, the U.S. Environmental Protection Agency has established limits for nine metals (40 CFR 503.13(b)). Metals concentrations in Milorganite® are consistently far below the applicable limits (40 CFR 503.13(b)(1)Table3).

In biosolids, pathogens may present a risk. In response, the U.S. Environmental Protection Agency has

(Contd. on page 6)

Safety Data Sheet (SDS)

OSHA HazCom Standard 29 CFR 1910.1200(g) and GHS Rev 03.

Issue date 10/26/2015

Reviewed on 10/26/2015

Trade name: Milorganite® 6-4-0 Fertilizer

established pathogen limits. To destroy pathogens, Milorganite® is heated to 176° F and dried to a moisture content of less than 10%, which ensures compliance with the applicable limits (40 CFR 503.32(a)(7)).

- **Carcinogenic categories:**

- **IARC (International Agency for Research on Cancer):**

None of the ingredients are listed.

- **NTP (National Toxicology Program):**

None of the ingredients are listed.

- **OSHA-Ca (Occupational Safety & Health Administration):**

None of the ingredients are listed.

- **Toxicity:**

- **Aquatic toxicity:** No further relevant information available.
- **Persistence and degradability:** No further relevant information available.
- **Behavior in environmental systems:**
- **Bioaccumulative potential:** No further relevant information available.
- **Mobility in soil:** No further relevant information available.
- **Additional ecological information:**

- **General notes:**

Do not allow product to reach ground water, water course or sewage system.

Harmful to aquatic organisms

- **Results of PBT and vPvB assessment:**

- **PBT:** Not applicable.
- **vPvB:** Not applicable.
- **Other adverse effects:** No further relevant information available.

- **Waste treatment methods:**

- **Recommendation:**

Sweep, vacuum or shovel material into labeled container. If at all possible, reuse product. Material is a fertilizer and should be used as such. Keep out of any body of water. Ensure that disposal is in compliance with local, state or federal regulations. Bulk wetted material may generate heat upon storage.

- **Uncleaned packagings:**

- **Recommendation:** Disposal must be made according to official regulations.

- **UN-Number:**

· **DOT, ADR, ADN, IMDG, IATA** Non-Regulated Material

- **UN proper shipping name:**

· **DOT, ADR, ADN, IMDG, IATA** Non-Regulated Material

- **Transport hazard class(es):**

· **DOT, ADR, ADN, IMDG, IATA**

- **Class:**

Non-Regulated Material

- **Packing group:**

· **DOT, ADR, IMDG, IATA**

Non-Regulated Material

- **Environmental hazards:**

Not applicable.

- **Special precautions for user:**

Not applicable.

(Contd. on page 7)

Safety Data Sheet (SDS)

OSHA HazCom Standard 29 CFR 1910.1200(g) and GHS Rev 03.

Issue date 10/26/2015

Reviewed on 10/26/2015

Trade name: Milorganite® 6-4-0 Fertilizer

- **Transport in bulk according to Annex II of MARPOL73/78 and the IBC Code:** Not applicable.
- **UN "Model Regulation":** Non-Regulated Material

Regulatory Information

- **Safety, health and environmental regulations/legislation specific for the substance or mixture:**
- **SARA (Superfund Amendments and Reauthorization):**
- **Section 355 (extremely hazardous substances):**
None of the ingredients are listed.
- **Section 313 (Specific toxic chemical listings):**
None of the ingredients are listed.
- **TSCA (Toxic Substances Control Act):**
 - 7705-08-0 iron trichloride
 - 10028-22-5 diiron tris(sulphate)
 - 471-34-1 Calcium Carbonate
 - 7732-18-5 Water, distilled water, deionized water
- **California Proposition 65:**
- **Chemicals known to cause cancer:**
None of the ingredients are listed.
- **Chemicals known to cause reproductive toxicity for females:**
None of the ingredients are listed.
- **Chemicals known to cause reproductive toxicity for males:**
None of the ingredients are listed.
- **Chemicals known to cause developmental toxicity:**
None of the ingredients are listed.
- **Carcinogenic categories:**
- **EPA (Environmental Protection Agency):**
None of the ingredients are listed.
- **TLV (Threshold Limit Value established by ACGIH):**
None of the ingredients are listed.
- **NIOSH-Ca (National Institute for Occupational Safety and Health):**
None of the ingredients are listed.
- **GHS label elements**
The product is classified and labeled according to the Globally Harmonized System (GHS).
- **Hazard pictograms:**



GHS07

- **Signal word:** Warning
- **Hazard-determining components of labeling:**
Activated Sewage Sludge (biosolids, dried microbes)

(Contd. on page 8)

100

Safety Data Sheet (SDS)

OSHA HazCom Standard 29 CFR 1910.1200(g) and GHS Rev 03.

Issue date 10/26/2015

Reviewed on 10/26/2015

Trade name: Milorganite® 6-4-0 Fertilizer

Calcium Carbonate

Hazard statements:

Causes skin irritation.

Causes serious eye irritation.

May cause respiratory irritation.

Toxic to aquatic life.

Precautionary statements:

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

Use only outdoors or in a well-ventilated area.

Wear protective gloves.

Wear eye protection / face protection.

Avoid release to the environment.

Wash thoroughly after handling.

If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do.

Continue rinsing.

Specific treatment (see supplementary first aid instructions on this Safety Data Sheet).

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

Call a POISON CENTER/doctor if you feel unwell.

If skin irritation occurs: Get medical advice/attention.

If eye irritation persists: Get medical advice/attention.

IF ON SKIN: Wash with plenty of water.

Take off contaminated clothing and wash it before reuse.

Store locked up.

Store in a well-ventilated place. Keep container tightly closed.

Dispose of contents/container in accordance with local/regional/national/international regulations.

National regulations:

The product is subject to be classified according with the latest version of the regulations on hazardous substances.

State Right to Know:

8049-99-8 Activated Sewage Sludge (biosolids, dried microbes)

100%

⚠ Skin Irrit. 2, H315; STOT SE 3, H335; Eye Irrit. 2B, H320; Aquatic Acute 2, H401

All ingredients are listed.

Chemical safety assessment: A Chemical Safety Assessment has not been carried out.

The information and recommendations in this safety data sheet are, to the best of our knowledge, accurate as of the date of issue. Nothing herein shall be deemed to create warranty, expressed or implied, and shall not establish a legally valid contractual relationship. It is the responsibility of the user to determine applicability of this information and the suitability of the material or product for any particular purpose.

Date of preparation / last revision: 10/26/2015 / 8**Abbreviations and acronyms:**

ADR: The European Agreement concerning the International Carriage of Dangerous Goods by Road

ADN: The European Agreement concerning the International Carriage of Dangerous Goods by Inland Waterways

IMDG: International Maritime Code for Dangerous Goods

DOT: US Department of Transportation

IATA: International Air Transport Association

ACGIH: American Conference of Governmental Industrial Hygienists

EINECS: European Inventory of Existing Commercial Chemical Substances

ELINCS: European List of Notified Chemical Substances

CAS: Chemical Abstracts Service (division of the American Chemical Society)

NFPA: National Fire Protection Association (USA)

HMIS: Hazardous Materials Identification System (USA)

PBT: Persistent, Bioaccumulative and Toxic

vPvB: very Persistent and very Bioaccumulative

(Contd. on page 9)

101

Safety Data Sheet (SDS)

OSHA HazCom Standard 29 CFR 1910.1200(g) and GHS Rev 03.

Issue date 10/26/2015

Reviewed on 10/26/2015

Trade name: Milorganite® 6-4-0 Fertilizer

Skin Irrit. 2: Skin corrosion/irritation, Hazard Category 2

Eye Irrit. 2A: Serious eye damage/eye irritation, Hazard Category 2A

Eye Irrit. 2B: Serious eye damage/eye irritation, Hazard Category 2B

STOT SE 3: Specific target organ toxicity - Single exposure, Hazard Category 3

Aquatic Acute 2: Hazardous to the aquatic environment - AcuteHazard, Category 2

*** Data compared to the previous version altered.**

SDS created by MSDS Authoring Services www.msdsauthoring.com +1-877-204-9106



16-8-8 with 0.20% DIMENSION®

16-8-8 with 0.20% Dimension® is a selective herbicide that provides control of listed annual grasses and broadleaf weeds in established lawns and ornamental turfs, including golf course fairways, roughs, and tee boxes. Not for use on turf being grown for sale or other commercial use as sod or for commercial seed production, or for research purposes.

ACTIVE INGREDIENT:

*Dithiopyr, 3,5-pyridinedicarbothioic acid, 2-(difluoromethyl)-4-(2-methylpropyl)-6-(trifluoromethyl)-S, S-dimethyl ester 0.20%

INERT INGREDIENTS: 99.80%

TOTAL 100.00%

Product protected by U.S. Patent No. 4,692,184. Other patents pending.

EPA REG. No. 7001-374 EPA EST. No. 66196-CA-1

NOTICE: Before using this product, read the entire Precautionary Statements, Conditions of Sale and Warranty, Directions for Use, Use Restrictions and Storage and Disposal Instructions. If the Conditions of Sale and Warranty are not acceptable, return the product unopened within thirty days of purchase to the place of purchase.

KEEP OUT OF REACH OF CHILDREN

CAUTION

FIRST AID: IF IN EYES—Immediately flush with plenty of water. Get medical attention if irritation persists. IF INHALED—Remove individual to fresh air. Seek medical attention if breathing difficulty develops.

PRECAUTIONARY STATEMENTS

HAZARDS TO HUMANS AND DOMESTIC ANIMALS CAUTION! CAUSES EYE IRRITATION. HARMFUL IF INHALED.

Avoid contact with eyes or clothing. Avoid breathing dust. Wash thoroughly with soap and water after handling. Remove contaminated clothing and wash before reuse. Prolonged or frequently repeated skin contact while handling this material may cause allergic reaction in some individuals.

ENVIRONMENTAL HAZARDS

This product is toxic to fish and highly toxic to other aquatic organisms including oysters and shrimp. Use with care when applying to turf areas adjacent to any body of water. Drift and runoff from treated turf may adversely affect aquatic organisms in adjacent aquatic sites. Do not apply directly to water, or to areas where surface water is present, or to intertidal areas below the mean high water mark. Do not contaminate water when disposing of equipment washwaters.

DIRECTIONS FOR USE

It is a violation of Federal law to use this product in any manner inconsistent with its labeling. In the State of New York do not use in Nassau County and Suffolk County. Read entire label before using this product. Use only according to label instructions.

GENERAL INFORMATION

This product is a selective herbicide that provides control of crabgrass and other annual grasses and broadleaf weeds in established lawns and ornamental turfs including golf course fairways, roughs, and tee boxes. This product will not harm nearby established ornamentals when used according to label directions.

USE PRECAUTIONS

Turfgrass Safety: This product may be used on seeded, sodded, or sprigged lawns and ornamental turfs that are well-established. The grass must have developed a good root system and a uniform stand, and have received at least two mowings following its seeding, sodding, or sprigging before it can receive its first application of this product. Use of this product on lawns and ornamental turfs that are not well-established, or on those that have been weakened by weather, pest, disease, chemical, or mechanical related stress, may increase the chances for turf injury.

FERTILIZER GUARANTEE—16-8-8

Total Nitrogen (N)	16.00%
16.00% Ammoniacal Nitrogen	
Available Phosphoric Acid (P ₂ O ₅)	8.00%
Soluble Potash (K ₂ O)	8.00%
Sulfur (S)	16.00%
Iron (Fe)	1.50%
Zinc (Zn)	0.10%

Derived from Ammonium Phosphate Sulfate, Muriate of Potash, Iron and Zinc Oxide.

SPREADER SETTINGS

Lbs. of product to apply / 1,000 sq.ft.

SPREADER	1.43 Lb.	2.07 Lbs.	2.87 Lbs.	4.26 Lbs.	5.74 Lbs.
Cyclone	XXX	XXX	XXX	XXX	XXX
Scotts	XXX	XXX	XXX	XXX	XXX

This product should only be applied to lawns and ornamental turfs that are composed of the following turfgrass species that have been determined to be tolerant to applications of this product. When applied as directed under the conditions described, the following established turfgrasses are tolerant to this product:

COOL-SEASON GRASSES:	Common Name	Scientific Name
	Bentgrass, creeping*	Agrostis palustris
	Bluegrass, Kentucky	Poa pratensis
	Fescue, fine**	Festuca rubra
	Fescue, tall	Festuca arundinacea
	Ryegrass, perennial	Lolium perenne
WARM-SEASON GRASSES:	Common Name	Scientific Name
	Bahiagrass	Paspalum notatum
	Bermudagrass	Cynodon dactylon
	Buffalograss***	Buchloe dactyloides
	Carpetgrass	Axonopus affinis
	Centipedegrass	Eremochloa ophiuroides
	Kikuyugrass	Pennisetum clandestinum
	St. Augustinegrass	Stenotaphrum secundatum
	Zoysiagrass	Zoysia japonica

DO NOT apply this product to Colonial bentgrass (Agrostis tenuis) varieties.

*Use of this product on certain varieties of creeping bentgrass, such as "Cohansey", "Carmen", "Seaside" and "Washington" may result in undesirable turfgrass injury. Not all varieties of creeping bentgrass have been tested. **Use of this product on certain varieties of fine fescue may result in undesirable turf injury. The following fine fescue varieties have been found to be sensitive to this product: "Atlanta", "Banner", "Beauty", "Bilgart", "CF-2", "Enjoy", "HF-93", "Highlight", "Jvalo", "Jamestown", "Koket", "Majenta", "Mary", "Pennlawn", "Tamara", "Tajana", "Waldorf", and "Waldina". Not all varieties of fine fescue have been tested. ***DO NOT use this product on seedling buffalograss in the spring of the first year of establishment until the turfgrass is fully green and has established new roots.

Reseeding, Overseeding, or Sprigging: Reseeding, overseeding, or sprigging of treated areas within 4 months after application of this product may inhibit the establishment of desirable turfgrasses. When reseeding or overseeding, proper cultural practices such as soil cultivation, irrigation and fertilization should be followed. For best results, use mechanical or power seeding equipment (slit seeders) designed to give good seed to soil contact.

Golf Course Putting Greens: DO NOT use this product on golf course putting greens.

Other Use Precautions: The early postemergence crabgrass control described below is limited. Postemergence applications are only effective on crabgrass if applied before crabgrass has displayed its fifth leaf or first tiller. For best results, cultural practices that disturb the soil, such as core, spike, or hydro-aerification, and verticutting, should be done before application of this product. DO NOT apply this product until the grass has recovered from these cultural practices.

Apply this product directly to established lawns or ornamental turfs only. DO NOT apply to flowers, vegetables, shrubs, or trees. DO NOT use clippings from treated turf for mulching around vegetables or fruit trees. DO NOT apply this product to pastures. Keep people and pets off treated areas until dust has settled.

103

IP Simplot Company

**J. R. Simplot Company
M&C Group**

Trade Name: Turf Supreme 16-6-8 plus Team
Registration No: 62719-150

M7404
1 February 19

Section 1	Identification
------------------	-----------------------

Manufacturer or Formulators: J.R. Simplot Company P.O. Box 912 Pocatello, ID 83204 Emergency Phone - Chemtrec: 1-800-424-9300	Product Name: Turf Supreme plus Team Common Name: Chemical Fertilizer + Herbicide Chemical Type: Salt + Herbicide
--	---

Section 2	Shipping Data
------------------	----------------------

Shipping name: Not regulated by D.O.T. Hazard Class: None Reportable Quantity(RQ): Not-Applicable Labels Required: None Placards: None	C.A.S. Number: None listed D.O.T. Number: None listed Haz Waste No: None listed EPA Regist No: 62719-150
--	---

Section 3	Ingredients
------------------	--------------------

Chemical Name and Synonyms	C.A.S. No.	Chemical Formula	WTX Hazardous	TLV	LD ₅₀
Team	1582-09-8				
Triflurelin; a,a,a trifluoro-2,6 dinitro -n,n dipropyl-p toluidine			.39	Not-Applicable	>10,000 mg/kg
Benefin; N-butyl-N-ethyl -a,a,a-trifluoro 2,6-dinitro-p-toluidine	1861-40-1		.76	Not-Applicable	>10,000 mg/kg
Non-hazardous fertilizer ingredients including:			Non-Hazardous Balance		
Iron Oxide	1332-37-2	FeO			
Ammonium Phosphate	7722-76-1	(NH ₄) ₂ HPO ₄			
Ammonium Sulfate	7783-20-2	(NH ₄) ₂ SO ₄			
Muriate of Potash	7447-40-7	KCl			

ORAL LD-50, mg/kg, male rat

Section 4	Physical Properties
------------------	----------------------------

Boiling Point: Not-Applicable Density: 64-68 lbs./ft ³ Flashpoint: Not-Applicable pH: Not listed Appearance: Gray pellets. Reaction with Water: None Extinguishing Media: Water, CO ₂ , dry chemical.	Solubility in Water: Soluble % Volatiles (by volume): Not-Applicable Vapor Pressure, mm Hg: Not-Applicable
---	--

Section 5	Hazardous Health Data
------------------	------------------------------

Ingestion: Acute Oral Toxicity(rat)LD₅₀: greater than 10,000 mg/kg.

Inhalation: No signs of toxicity were observed.

Eye Contact: Severe and potentially permanent damage occurred when a 0.1 ml of Balan E.C., was placed in the eyes of rabbits.

Skin Absorption: None

Skin Contact: Severe dermal irritation but no systemic toxicity was observed when 2 ml of Balan E.C. per kg of body weight was applied to the shaved and abraded backs of rabbits for 24 hours.

Effects of Overdoses: Benefin, the active ingredient in Balan E.C., was given to rats, beagle dogs, and pregnant rabbits with no indication of cumulative toxicity or serious adverse effects being noticed.

Emergency and First Aid Procedures:

Ingestion: Contact a physician immediately. If swallowed, induce vomiting by tickling the back of the throat with a finger or a blunt object. If necessary, give syrup of ipecac: children 1-5 years 1 tablespoon, adults and older children 2 tablespoons. Then give at least 10 oz. of water to children and 24 oz. to adults. Make certain vomitus is not inhaled. After vomiting occurs give 6 to 8 heaping teaspoons of activated charcoal in a few ounces of water.

Inhalation: If discomfort occurs, move to fresh air. If breathing difficulty occurs, start mouth-to-mouth artificial respiration and contact a physician.

Eyes: Immediately flush with large amounts of water.

Skin: Wash exposed areas with soap and water. Wash all contaminated clothes before reuse. Contact a physician if irritation develops.

Section 6	Personal Protection Data
------------------	---------------------------------

Respiratory Protection: Not listed

Eye Protection: In case of prolonged contact in enclosed spaces, wear NIOSH (1) approved respirator for organic solvent vapors.

Protective Clothing: Wear protective rubber gloves when handling to avoid contact with skin.

Eye Protection: Use goggles to protect eyes from splashing when handling product.

Others: Eyewash fountain and safety shower.

Ignition Temperature:
Hazard Rating (H.F.P.A.):

76°F TCC

Flammable Limits
(% BY VOLUME)

LOWER UPPER
N/A N/A

Not-Applicable
Non-fires: Health: 0 Fires: 0 Reactivity: 0 Specifics: Not-Applicable
Fires: Health: 1 Fires: 0 Reactivity: 0 Specifics: Not-Applicable
Use water, CO₂, or dry chemicals to extinguish.
May emit hazardous fumes when heated to decomposition. Wear full protective clothing and a self-contained breathing apparatus. Nonessential personnel should be restricted from area intense smoke. Do not allow water run-off from fire site to enter nearby streams, ponds, lakes. Keep containers cooled with water spray.
The non-hazardous fertilizer acts as a fire retardant, thus greatly reducing any fire hazard. At extremely high temperatures, fertilizer may decompose to form gases of NH₃, SO₂, NO₂, and PO

Extinguishing Media:
Special Fire Fighting Procedures:

Unusual Fire and Explosion Hazards:

Section 8 Reactivity Data

Stability (Normal Conditions): Stable
Conditions to Avoid: Store above 40°F. Do not store near heat or flame.
Incompatibility (Material to Avoid): Strong oxidizers and strong bases.
Hazardous Decomposition Products: May emit hazardous fumes when heated to decomposition.
Hazardous Polymerizations: Will not occur.
Conditions to Avoid: Avoid high temperature.

Section 9 Environmental Protection Data

Environmental Precautions: This product is toxic to fish. Do not contaminate any body of water by direct application, cleaning of equipment or disposal.
Steps to be taken in case material is released or spilled: Small spills should be cleaned up with a suitable absorbent material. Prohibit use of hot or sparking equipment in immediate area. Place with applicable state regulations. Large spills due to traffic accidents, etc., should immediately be reported to Chemtrec for assistance. Don't let spilled material flow to adjacent property.
Waste disposal Procedures: Pick up with shovel and broom. Use as with any fertilizer by applying to soil using good agricultural and soil management.

Section 10 Handling and Storage Precautions

Precautions to be taken in handling and storings: Harmful if swallowed or absorbed through skin. Avoid contact with skin, eyes or clothing. In case of contact, flush with water. Do not contaminate food stuffs or feeds.
Proper Shipping Name: Not regulated by D.O.T.
Labels Required (if not exempt): None

Section 11 SARA Information

This product contains trifluralin CAS No. 1582-09-8 which is subject to reporting requirements of Section 313 of Title III of the Superfund and Reauthorization Act of 1986 and 40 Part 372.

Section 12 Additional Information

Carcinogenicity:
by IARC: Yes () No (X) by NTP: Yes () No (X) by CAL/OSHA Yes () No (X)
California Prop 65:
Yes () No (X)

Disclaimer: This information relates to the specific material designated and may not be valid for such material used in combination with other materials or in any process. Such information is to the best of our knowledge and belief, accurate and reliable as of the date compiled. However, no representation, warranty or guarantee is made as to its accuracy, reliability or completeness. NO WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, MADE AS CONCERNS THE INFORMATION HEREIN PROVIDED. It is the user's responsibility to satisfy himself as to the suitability and completeness of such information for his own particular use. We do not accept liability for any loss or damage that may occur from the use of this information nor do we offer warranty against patent infringement.

Reviewed by: The Department of Regulatory Affairs
January 1991

GROUP 4A INSECTICIDE



MERIT[®] 75WP

INSECTICIDE

**BACKED
by BAYER[™]**

Net Contents

2 Oz

0909444

03549171E

131205AV3

For foliar and systemic insect control in turfgrass (including sod farms), landscape ornamentals, fruit and nut trees, and interior plantscapes.

ACTIVE INGREDIENT: *Imidacloprid, 1-[(6-Chloro-3-pyridinyl)methyl]-N-nitro-2-imidazolidinimine 75%

OTHER INGREDIENTS: 25%

TOTAL: 100%

EPA Reg. No. 432-1314 EPA Est. No. 33967-NJ-1

STOP - READ THE LABEL BEFORE USE

KEEP OUT OF REACH OF CHILDREN

CAUTION

[Download English PDF](#) [Download Spanish PDF](#)

Merit 75 WP

Material Safety Data Sheet

MERIT® 75 WP INSECTICIDE

MSDS Number: 102000007120

MSDS Version: 1.6

Revision Date: 02/09/2011

SECTION 1. CHEMICAL PRODUCT AND COMPANY INFORMATION

Product name

MERIT® 75 WP INSECTICIDE

MSDS Number

102000007120

EPA Registration No.

432-1314

Bayer Environmental Science

2 T.W. Alexander Drive

Research Triangle PK, NC 27709 USA

For MEDICAL, TRANSPORTATION or other EMERGENCY call: 1-800-334-7577 (24 hours/day)

For Product Information call: 1-800-331-2867

SECTION 2. HAZARDS IDENTIFICATION

NOTE: Please refer to Section 11 for detailed toxicological information.

Emergency Overview

Caution! Harmful if swallowed, inhaled or absorbed through the skin. Causes eye irritation. Avoid contact with skin, eyes and clothing. Avoid breathing dust or vapor.

Physical State

solid powder

Odor none

Appearance off-white

Exposure routes

Ingestion, Eye contact, Skin contact, Skin Absorption, Inhalation

Immediate Effects**Eye**

Causes eye irritation. Avoid contact with eyes.

Skin

Harmful if absorbed through skin. Avoid contact with skin and clothing.

Ingestion

Harmful if swallowed. Do not take internally.

Inhalation

Harmful if inhaled. Avoid breathing dust or vapor.

Chronic or Delayed Long-Term

This product or its components may have target organ effects.

Potential Environmental Effect

Highly toxic to aquatic invertebrates. Highly toxic to bees.

SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS**Hazardous Component Name CAS-No. Average % by Weight**

Imidacloprid	138261-41-3	75.00
--------------	-------------	-------

SECTION 4. FIRST AID MEASURES**General**

When possible, have the product container or label with you when calling a poison control center or doctor or going for treatment.

Eye

Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a physician or poison control center immediately.

Skin

Take off contaminated clothing and shoes immediately. Wash off immediately with plenty of water for at least 15 minutes. Call a physician or poison control center immediately.

Ingestion

Call a physician or poison control center immediately. Rinse out mouth and give water in small sips to drink. DO NOT induce vomiting unless directed to do so by a physician or poison control center. Never give anything by mouth to an unconscious person. Do not leave victim unattended.

Inhalation

Move to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth if possible. Call a physician or poison control center immediately.

Notes to physician

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

SECTION 5. FIRE FIGHTING MEASURES**Flash point**

not applicable

Suitable extinguishing media

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

Fire Fighting Instructions

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

Firefighters should wear NIOSH approved self-contained breathing apparatus and full protective clothing.

SECTION 6. ACCIDENTAL RELEASE MEASURES**Personal precautions**

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

Methods for cleaning up

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

Additional advice

Use personal protective equipment.

SECTION 7. HANDLING AND STORAGE**Handling procedures**

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

Storing Procedures

Protect from freezing.

Store in a cool, dry place and in such a manner as to prevent cross contamination with other crop protection products, fertilizers, food, and feed. Store in original container and out of the reach of children,

preferably in a locked storage area.

The 30-day storage temperature average must not exceed the recommended maximum.

Work/Hygienic Procedures

Wash hands thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco, using the toilet or applying cosmetics.

Wash thoroughly and put on clean clothing. Remove soiled clothing immediately and clean thoroughly before using again.

Remove Personal Protective Equipment (PPE) immediately after handling this product. Before removing gloves clean them with soap and water. Wash thoroughly and put on clean clothing.

Min/Max Storage Temperatures

Recommended maximum transport/storage temperature: 38 °C / 100 °F

SECTION 8. EXPOSURE CONTROLS / PERSONAL PROTECTION

General Protection

Train employees in safe use of the product. Follow all label instructions. Do not allow children or pets to enter the treated area until it has dried.

Follow manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables, use detergent and warm/tepid water. Keep and wash PPE separately from other laundry.

Eye/Face Protection

Tightly fitting safety goggles

Hand protection

Chemical resistant nitrile rubber gloves

Body Protection

Wear long-sleeved shirt and long pants and shoes plus socks.

Respiratory protection

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

Exposure Limits

This product contains material which are Trade Secret and may have Occupational Exposure Limits. If more information is required, call the product information number listed in Section 1.

Imidacloprid 138261-41-3 OES BCS* TWA 0.7 mg/m³

TX ESL ST ESL 50 ug/m³

TX ESL AN ESL 5 ug/m³

*OES BCS: Internal Bayer CropScience "Occupational Exposure Standard"

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance

off-white

Physical State

solid powder

Odor

none

pH

7 (1 %) suspension in water

Bulk density

30 lb/ft³ (bulk density tapped)

Water solubility

dispersible

SECTION 10. STABILITY AND REACTIVITY

Hazardous Decomposition Products

Thermal decomposition

Hydrogen cyanide (hydrocyanic acid)

Carbon monoxide

nitrogen oxides (NO_x)

Hydrogen chloride (HCl)

SECTION 11. TOXICOLOGICAL INFORMATION

Only acute toxicity studies have been conducted on this product as formulated. The non-acute information pertains to the active ingredient, imidacloprid.

Acute oral toxicity

male rat: LD50: 2,591 mg/kg

female rat: LD50: 1,858 mg/kg

Acute dermal toxicity

male/female combined rat: LD50: > 2,000 mg/kg

Acute inhalation toxicity

male rat: LC50: 2.65 mg/l

Exposure time: 4 h
Determined in the form of liquid aerosol.
(actual)

female rat: LC50: 2.75 mg/l
Exposure time: 4 h
Determined in the form of liquid aerosol.
(actual)

male rat: LC50: 10.6 mg/l
Exposure time: 1 h
Determined in the form of liquid aerosol.
Extrapolated from the 4 hr LC50.
(actual)

female rat: LC50: 11.0 mg/l
Exposure time: 1 h
Determined in the form of liquid aerosol.
Extrapolated from the 4 hr LC50.
(actual)

Skin irritation

rabbit: slight irritation

Eye irritation

rabbit: Mild eye irritation.

Sensitisation

guinea pig: Non-sensitizing.

Chronic toxicity

Imidacloprid did not cause any significant specific adverse effects or target organ toxicity in subchronic toxicity studies.

Assessment Carcinogenicity

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

ACGIH

None.

NTP

None.

IARC

None.

OSHA

None.

Reproductive toxicity

Imidacloprid was not a reproductive toxicant in a two-generation study in rats.

Developmental Toxicity

Imidacloprid was not a developmental toxicant in rats and rabbits.

Assessment neurotoxicity

Imidacloprid showed slight behavioral and activity changes only at the highest dose tested in neurotoxicity studies in rats. There were no correlating morphological changes observed in the neural tissues.

Mutagenicity

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

SECTION 12. ECOLOGICAL INFORMATION**Environmental precautions**

Do not apply directly to water, to areas where surface water is present or to intertidal areas below the mean high water mark. Do not contaminate surface or ground water by cleaning equipment or disposal of wastes, including equipment wash water. Do not allow to get into surface water, drains and ground water.

Do not apply this product or allow it to drift to blooming crops or weeds if bees are visiting the treatment area.

SECTION 13. DISPOSAL CONSIDERATIONS**General Disposal Guidance**

Pesticide, spray mixture or rinse water that cannot be used according to label instructions may be disposed of on site or at an approved waste disposal facility.

Container Disposal

Completely empty container into application equipment, then dispose of empty container in a sanitary landfill, by incineration or by other procedures approved by state/provincial and local authorities. If burned, stay out of smoke.

RCRA Information

Characterization and proper disposal of this material as a special or hazardous waste is dependent upon Federal, State and local laws and are the user's responsibility. RCRA classification may apply.

SECTION 14. TRANSPORT INFORMATION**CFR**

Not dangerous goods / not hazardous material

IMDG

UN-Number

3077

Class

9

Packaging group

III

Marine pollutant

Marine Pollutant

Description of the goods

ENVIRONMENTALLY HAZARDOUS SUBSTANCE, SOLID, N.O.S. (IMIDACLOPRID MIXTURE)

IATA

UN-Number

3077

Class

9

Packaging group

III

Description of the goods

ENVIRONMENTALLY HAZARDOUS SUBSTANCE, SOLID, N.O.S. (IMIDACLOPRID MIXTURE)

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

Freight Classification:

INSECTICIDES OR FUNGICIDES, N.O.I., OTHER THAN POISON

SECTION 15. REGULATORY INFORMATION

EPA Registration No. 432-1314

US Federal Regulations

TSCA list

None.

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

None.

SARA Title III – Section 302 – Notification and Information

None.

SARA Title III – Section 313 – Toxic Chemical Release Reporting

None.

US States Regulatory Reporting

CA Prop65

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

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

US State Right-To-Know Ingredients

None.

Canadian Regulations

Canadian Domestic Substance List

None.

Environmental

CERCLA

None.

Clean Water Section 307 Priority Pollutants

None.

Safe Drinking Water Act Maximum Contaminant Levels

None.

SECTION 16. OTHER INFORMATION

NFPA 704 (National Fire Protection Association):

Health – 1 Flammability – 1 Reactivity – 1 Others – none

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

Health – 1 Flammability – 1 Physical Hazard – 1 PPE –

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

Reason for Revision: Updated for general editorial purposes. The following sections have been revised: Section 16: Other Information.

Revision Date: 02/09/2011

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

Bayer Links

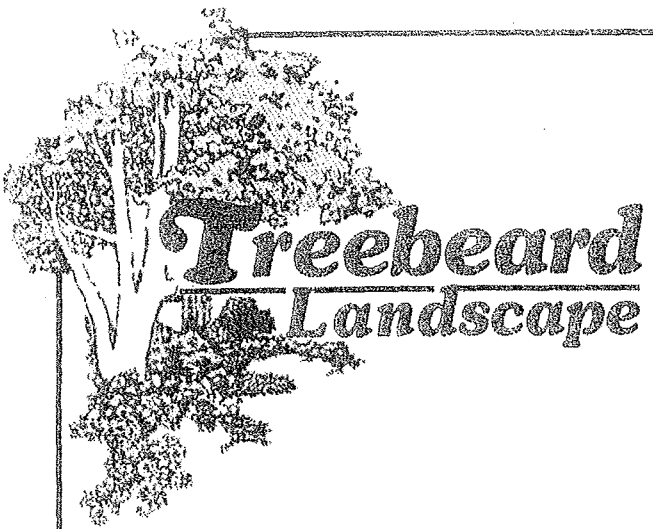
- [Bayer Global](#)
- [Bayer CropScience](#)
 - [Backed by Bayer](#)
 - [Bayer Advanced](#)
- [General Conditions of Use](#)
- [Privacy Statement](#)
- [Imprint](#)
- [About Backed by Bayer](#)
- [Sustainability](#)
- [Contact Us](#)

© 2013 Bayer CropScience LP, 2 T.W. Alexander Drive, Research Triangle Park, NC 27709

Bayer Environmental Science is a business unit of Bayer CropScience LP.

Bayer and the Bayer Cross are registered trademarks of BAYER.

Always read and follow label instructions.

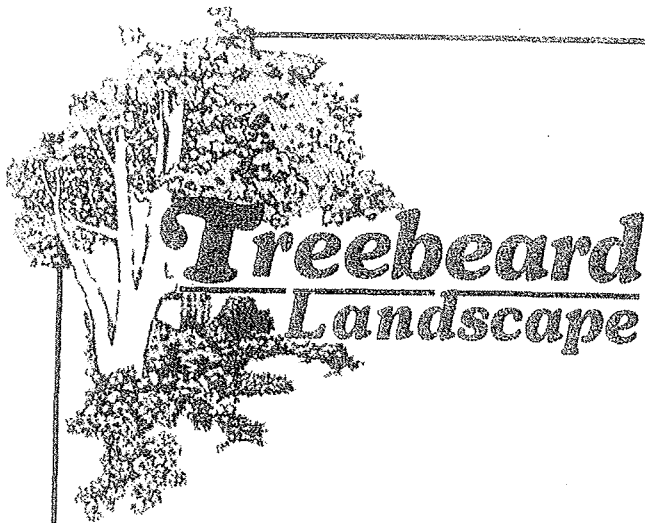


October 23, 2018

City of San Diego
Landscape Maintenance for
Calle Cristobal (MAD)
RFP 10089501-19-M

TAB B

117



City of San Diego
Landscape Maintenance for
Calle Cristobal (MAD)
RFP 10089501-19-M

Executive Summary:

We feel our company will demonstrate our commitment of service to The City of San Diego. Treebeard Landscape has read the RFP for Calle Cristobal in its entirety. Our company will provide a comprehensive landscape service that will meet and exceed the expectations of the ground maintenance manager and the residents of Calle Cristobal MAD.

Licenses and Certifications:

Treebeard Landscape, Inc. has had a C-27 California State License since 1978. In addition to this license, we have on staff a Certified Water Manager and pest control applicator. A full-time mechanic who repairs and services all our equipment in house. We have currently 150 full time employees along with a full-time office staff that handles all communication to the field workers. All drivers are submitted to the California Pull Program which notifies our company if an employee receives a moving violation or is involved in a driving accident.

Financial Responsibility:

Treebeard Landscape, Inc. is financially responsible to provide sufficient operating capital to properly fund all services required in this contract specifications. We are able to provide insurance certificates from A++ rated insurance companies for general liability/auto and workmen's compensation insurance naming The City of San Diego as additional insured.



City of San Diego
Landscape Maintenance for
Calle Cristobal (MAD)
RFP 10089501-19-M

Treebeard Landscape has been working as a landscape maintenance provider for The City of San Diego. We have a professional working relationship with the ground maintenance managers and with the City of San Diego for the past 39 years.

We can evaluate what requirements are necessary to address any irrigation deficiencies and to work up a landscape maintenance schedule with the task frequencies to provide the right number of hours to maintain all the landscape areas as per the contract specifications.



City of San Diego
Landscape Maintenance for
Calle Cristobal (MAD)
RFP 10089501-19-M

Staffing Plan – Minimum requirements:

Adequate full-time personnel will be provided Monday – Friday for this contract, which will include a working Field Supervisor, an irrigation specialist and a crew to perform all the maintenance duties as per the contract specifications.

Field Supervisor – Minimum 3 years' experience in landscape maintenance

A field supervisor will be able to communicate in English, orally and in writing.

They will be reliable, responsive and dependable. The ability to supervise with organizing skills. Communicate with the grounds maintenance manager and address any work orders that are created on a daily basis. Current California's Driver's License. Training of Storm Water management safety.

Laborers: - Minimum 3 years' experience in landscape maintenance

Perform routine ground maintenance duties, trimming of shrubs, groundcover and trees. Fertilize turf, shrubs and groundcover. Planting new plants and weeding planters. Proficient use of hand and power tools, including hedge trimmers and rotary mowers. Training of Storm Water management safety.

Irrigation Technician: - Minimum 3 years' experience

Program smart irrigation ET controller systems, adjust sprinklers, mainline and lateral line irrigation repairs. Repair and replace remote control valves. Perform annual water audit to optimize the performance of the irrigation systems. Training of Storm Water management safety.

Spray Technician – Minimum Qualifications

Trained to mix chemicals in sprayers. Trained to apply herbicides, fungicides or insecticides and correctly dispose of any chemicals. Maintains use reports of all chemical applications. All safety equipment is provided and used to apply chemicals.

Administrative Assistant:

Works directly with the field supervisor and ground maintenance manager communicating work orders that need to be completed. Communicates when the work orders are completed. A web-based computer application is used to process work orders and proposals. Updated information is sent to grounds maintenance manager via email.



City of San Diego
Landscape Maintenance for
Calle Cristobal (MAD)
RFP 10089501-19-M

Experience and Qualifications

Services and Experience:

Treebeard Landscape, Inc. has been a driving force in the landscape industry throughout San Diego County since 1978. We are experienced at producing effective landscape programs and promoting new successful ideas that ultimately improve the appearance of landscape maintenance assessment districts throughout out San Diego County.

The most import services that Treebeard Landscape can offer The City of San Diego are quick responsiveness and communication. We have a full-time office staff Monday – Friday 7:30 AM – 4:00 PM and an emergency after hour-on call service. These resources allow us to address any emergency immediately.

Our company will evaluate and manage the irrigation systems and ensure all water conservation practices are considered by all our irrigation technicians. We have a water management program has been in place for 5 years. Along with a CLCA Certified Water Manager on staff that is able to perform water audits annually to eliminate water waste.

The landscape industry has seen significant changes and we have developed a philosophy and mission statement that has remained the same through the years “to provide daily quality service”.

Our construction crew has been removing large turf areas and converting high water use landscape systems to low water use systems. Planting native plants along with mulch placement controls weed growth and help the soil retain moisture.

Having worked with The City of San Diego since 1980, we have been a full-service landscape maintenance contractor. We are able to offer landscape designs in irrigation conversions, turf renovations and installation of hardscape. We are certified irrigation water management and can perform complete irrigation repairs/maintenance, including Smart Irrigation ET systems.

Foremen/Supervisors are trained in the Water Recycle program with The City of San Diego and are trained in Storm Management Water Practices.

Our Employees will exceed your expectations with knowledgeable service and reliability.

info@treebeardlandscape.com

P.O. Box 2777, Spring Valley, California 91970 (619) 597-0000 F (619) 597-0000

121

Robert Smith
9917 Campo Rd. Spring Valley, CA. 91979

Experience:

Landscape Accounts Manager

Treebeard Landscape, Inc. – May 1, 2018 – Present

- Oversees all City San Diego Maintenance Assessment District Contracts
- Communicates directly with Grounds maintenance manager
- Supervises all extraordinary work that is required
- Provides proposals for all extraordinary work
- Oversees all stages of work from start to completion for extraordinary work
- Responsible for maintaining safe workplace and ensuring that safety is the highest priority in the work place
- Mobility to drive to all Maintenance Assessment Districts to ensure all all job landscape maintenance duties are completed

Grounds Maintenance Manager

City of San Diego – December 2007 – May 2017

- Responsible for 5 Maintenance Assessment Districts throughout San Diego County
- Tierrasanta MAD
- Stone Crest MAD
- Eastgate MAD
- La Jolla Village Drive MAD
- Campus Point MAD
- Bird Rock MAD
- Ocean View Hills MAD
- Webster/Federal Blvd. MAD
- Responsible for Overseeing the contractors for ground landscape maintenance
- Worked with Cell phone towers installation at Ocean View Hills MAD
- Responsible for monthly reports and annual budgets for each MAD
- Conducted field inspections with landscape contractor at each MAD
- responsible for paying of invoices and modifications of purchase orders for each MAD
- Worked with Purchasing on Contractual modifications for City MAD's Landscape Maintenance Contracts

Park Utility Supervisor

- City of San Diego - May 2004 – December 2007
- Turf and Infield Maintenance Crew leader
- Responsible for mowing and sweeping of 1,500 acres of turf city wide
- Supervisor of 20 employees
- Responsible for Employee performance reviews, discipline and payroll
- Maintained safe workplace and ensured that safety is the highest priority in the work place
- Organized and participated in interview panels for potential new employees
- Responsible for making sure all tasks were completed 100% with quality work
- Maintained all back up equipment in work order

Porifirio Ferretiz
9917 Campo Rd. Spring Valley, CA. 91979

EXPERIENCE:

IRRIGATION SUPERVISOR

CONSTRUCTION SUPERVISOR

POWER EQUIPMENT OPERATOR

TREEBEARD LANDSCAPE, Inc. – SEPTEMBER 1988 – PRESENT

- Dedicated supervisor with over 20 years of experience
- Supervision of construction and landscape crews
- Strong Work ethic and critical thinking
- Power Equipment operator, proficient as a bobcat operator
- Monitors quality landscape installation of irrigation renovation
- Ensures crew members performs quality work in a safe working environment
- Oversees all jobs duties to completed landscape maintenance projects
- Ensures all deadlines are kept and job is completed as scheduled
- Knowledge in irrigation repairs to mainline, backflows, remote control valves and installation of drip irrigation systems
- Knowledge of Smart irrigation controllers, programming and installation
- Responsible for maintaining safe workplace and ensuring that safety is the highest priority in the work place
- Repair of concrete driveways and walkways
- Fluent in English and Spanish, orally and in written form
- Current California Driver's License, which allows mobility driving jobsite to jobsite
- Communicates with administrative staff once all change orders and final inspection is completed
- Responsible for maintaining safe workplace and ensuring that safety is the highest priority in the work place

PABLO SANCHEZ
9917 CAMPO RD. SPRING VALLEY, CA. 91979

EXPERIENCE:

LANDSCAPE FOREMAN:

Treebeard Landscape, Inc. – May 1, 2108 - Present

- Provides regular maintenance operations and monitors work site.
- Performs daily routine work on City of San Diego Maintenance Assessments
- Assigns daily job landscape maintenance duties to crew
- Provides prescribed maintenance procedures as such as: Mowing, edging,
- Pruning, hedging, raking, sweeping, weeding and pest control spraying.
- Improves over all appearance of all areas with the Maintenance Assessments
- Keeps tools, machines and all other company equipment in working order
- Applies granular chemicals and fertilizers after proper training under the pest control applicator guidance.
- Responsible for maintaining safe workplace and ensuring that safety is the highest priority in the work place
- Follows landscape maintenance schedules as provided by lead foreman
- Experience in providing excellent customer service
- Storm Water Management

LANDSCAPE FOREMAN:

Brewer Lawn Maintenance – May 1992 – 2012

- Provides regular maintenance operations and monitors work site.
- Performs daily routine work on City of San Diego Maintenance Assessments
- Assigns daily job landscape maintenance duties to crew
- Provides prescribed maintenance procedures as such as: Mowing, edging,
- Pruning, hedging, raking, sweeping, weeding and pest control spraying.
- Improves over all appearance of all areas with the Maintenance Assessments
- Keeps tools, machines and all other company equipment in working order
- Applies granular chemicals and fertilizers after proper training under the pest control applicator guidance.
- Responsible for maintaining safe workplace and ensuring that safety is the highest priority in the work place
- Follows landscape maintenance schedules as provided by lead foreman
- Experience in providing excellent customer services

ALEX SANCHEZ
9917 CAMPO RD. SPRING VALLEY, CA. 91979

EXPERIENCE:

LANDSCAPE LABORER

Treebeard Landscape – May 2018 – Present

- Responsible for maintaining safe workplace and ensuring that safety is the highest priority in the work place
- Followed landscape maintenance schedules as provided by lead foreman
- Provides prescribed maintenance procedures as directed such as: Mowing, edging
- Pruning, hedging, raking, sweeping, weeding and pest control spraying.
- Experience in providing excellent customer services
- Performs job landscape maintenance duties as assigned
- Storm Water Management
- Fluent in English and Spanish, orally and in written form

LANDSCAPE LABORER

Brewer Lawn Maintenance – January 2018 – May 2018

- Responsible for maintaining safe workplace and ensuring that safety is the highest priority in the work place
- Followed landscape maintenance schedules as provided by lead foreman
- Provides prescribed maintenance procedures as directed such as: Mowing, edging
- Pruning, hedging, raking, sweeping, weeding and pest control spraying.
- Experience in providing excellent customer services
- Bobcat operator and excavator
- Performs job landscape maintenance duties as assigned
- Fluent in English and Spanish, orally and in written form

MARIO N VEJAR
9917 CAMPO RD, SPRING VALLEY, CA 91979

EXPERIENCE:

LANDSCAPE SPECIALIST

Treebeard Landscape, Inc. – May 1, 2018 – Present
Spring Valley, CA 91979

- Leads a team to provide regular maintenance operations and works with service provider/vendors.
- Performs daily routine work on City of San Diego Maintenance Assessments
- Provides solution to technical problems arising from irrigation systems
- Provides prescribed maintenance procedures as directed such as: Mowing, edging,
- Pruning, hedging, raking, sweeping, weeding and pest control spraying.
- Improves over all appearance of all areas with the Maintenance Assessments
- Keeps tools, machines and all other company equipment in working order
- Applies granular chemicals and fertilizers after proper training under the pest control applicator guidance.
- Bobcat operator and excavator
- Storm Water Management

LANDSCAPE FOREMAN

Brewer Lawn Care – June 2012 – May 2018

- San Diego, CA.
- Responsible for maintaining safe workplace and ensuring that safety is the highest priority in the work place
- Provided information to supervisors and co-workers in written form of daily tasks completed by the landscape maintenance crew
- Storm Water Management
- Ability to work as a team leader

SELF EMPLOYED – LANDSCAPE COMPANY

Vejar Landscape Services – January 2002 – May 2012
Chula Vista, CA.

- Strong Attention to details, highly organized to operate landscape company for 10 years.
- Business knowledge of time management skills
- Created landscape maintenance schedules for crews
- Working knowledge of all phases of construction as Bobcat operator
- Experience in providing excellent customer services
- Fluent in English and Spanish, orally and in written form

Marco Hernandez
9917 Campo Rd. Spring Valley, CA. 91979

EXPERIENCE:

LANDSCAPE TEAM MEMBER

Treebeard Landscape, Inc. - May 1, 2018 - Present

Spring Valley, CA 91979

- Provides regular maintenance operations and monitors work site.
- Performs daily routine work on City of San Diego Maintenance Assessments
- Performs job landscape maintenance duties as assigned
- Provides prescribed maintenance procedures as directed such as: Mowing, edging,
- Pruning, hedging, raking, sweeping, weeding and pest control spraying.
- Improves over all appearance of all areas with the Maintenance Assessments
- Keeps tools, machines and all other company equipment in working order
- Applies granular chemicals and fertilizers after proper training under the pest control applicator guidance.
- Storm Water Management

LANDSCAPE LABORER

Brewer Lawn Care - June 2012 - May 2018

San Diego, CA.

- Responsible for maintaining safe workplace and ensuring that safety is the highest priority in the work place
- Followed landscape maintenance schedules as provided by lead foreman
- Provides prescribed maintenance procedures as directed such as: Mowing, edging,
- Pruning, hedging, raking, sweeping, weeding and pest control spraying.
- Experience in providing excellent customer services
- Fluent in English and Spanish, orally and in written form

LANDSCAPE IRRIGATION SPECIALIST and LABORER

Grandscape Landscape - 1998 - 2011

San Diego, CA.

- Irrigation technician with knowledge of repairing landscape irrigation systems
- Trouble shoots irrigation problems with mainline repairs and remote-control valve repairs
- Provided prescribed maintenance procedures as directed such as: Mowing, edging,
- Pruning, hedging, raking, sweeping, weeding and pest control spraying.

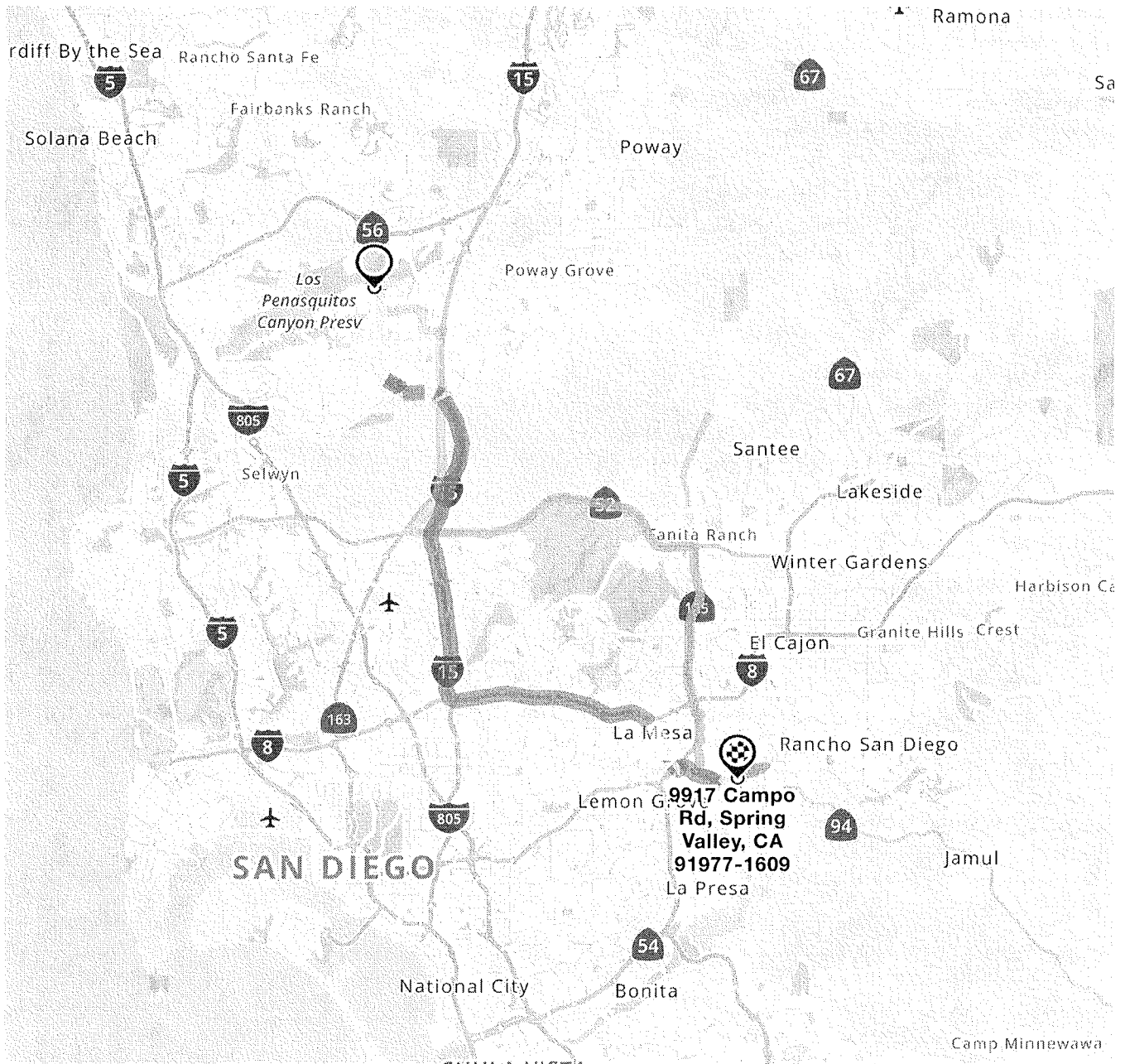


City of San Diego
Landscape Maintenance for
Calle Cristobal (MAD)
RFP 10089501-19-M

Background Checks with Live Scan:

We have completed back ground checks on the following employees has passed their Live Scan background check. All these employees have direct contact with City of San Diego MAD's.

- Alejandro Avila
- Betancourt Casimiro Morales
- David Oquita
- Diana Patterson
- Felipe De Jesus Lopez
- Jose Carmelo Perez
- Jose Luis Garcia
- Juan Carlos Prado
- Kellen DesLaureiers
- Marco Hernandez
- Mario Vejar
- Miguel Lopez
- Pablo Sanchez
- Pedro Razo
- Porifrio Ferretiz
- Ramiro Fuentes
- Raul Serrano
- Robert Smith

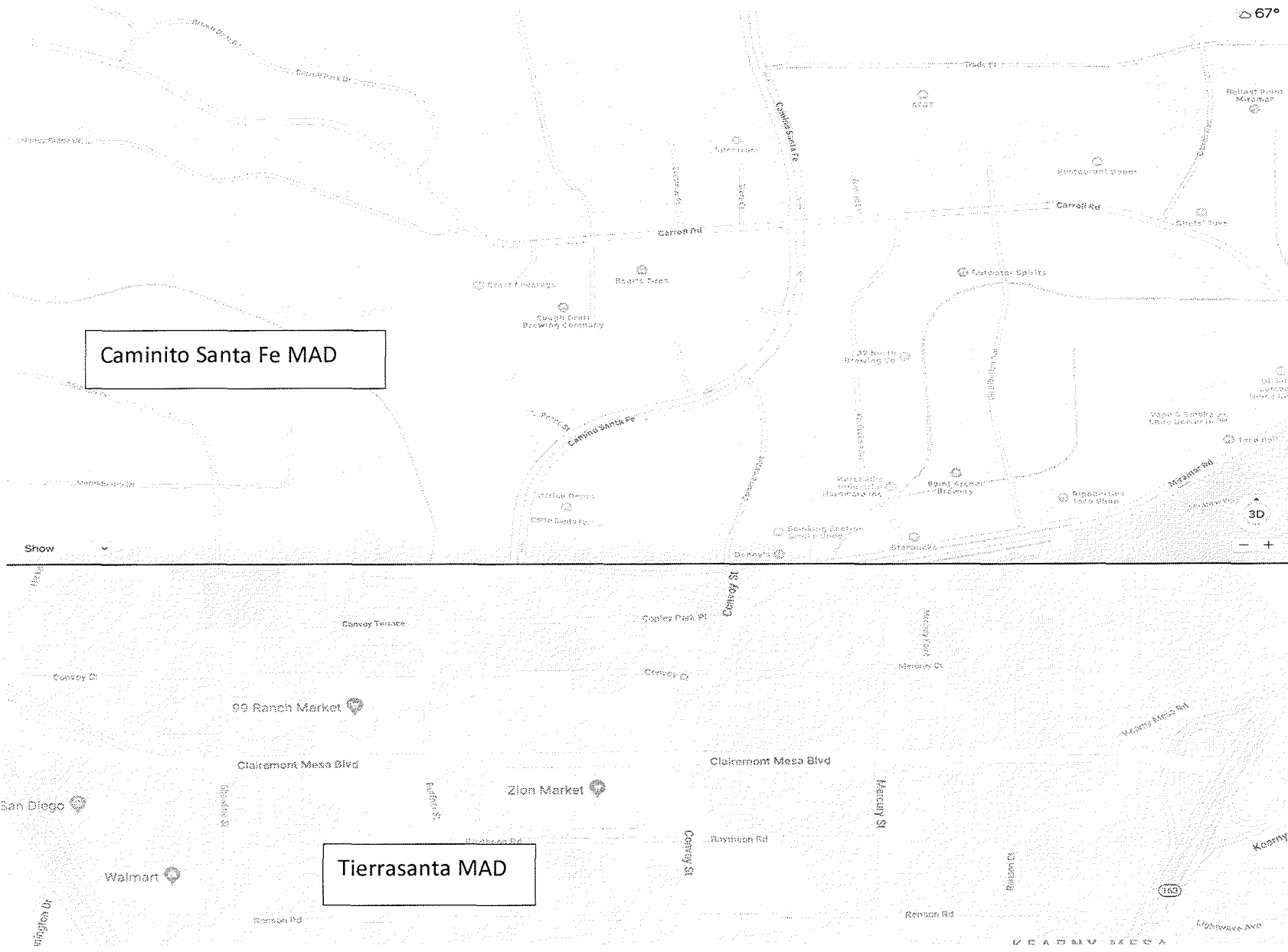


Book a hotel tonight and save with some great deals!
 (1-877-577-5766)



Car trouble mid-trip? MapQuest Roadside Assistance is here:
 (1-888-461-3625)

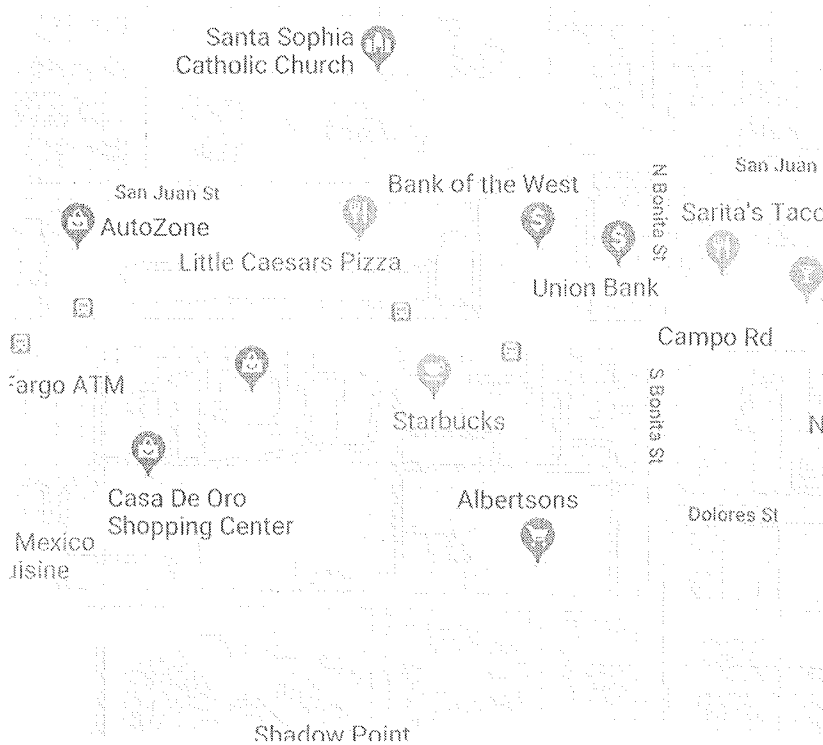
Locations of available Personnel at existing sites Geographical near Calle Cristobal MAD. Sites that are maintained by Treebeard Landscape, Inc. Camino Santa Fe MAD and Tierrasanta MAD.



130



Calle Cristobal MAD



9917 Campo Rd.
Spring Valley, CA 91977

Location in the general geographical area of the project and knowledge of the locality of the project within the proximity of Treebeard Landscape's of office and yard at 9917 Campo Rd. Spring Valley, CA 91977

YEARLY WORK SCHEDULE
 CALLE CRISTOBAL MAD

132

CALLE CRISTOBAL MAD AREA 2 – CATEGORY II: STREET MEDIANS LANDSCAPED WITH TREES, SHRUBS AND GROUND COVER

	FREQUENCY	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
Irrigation Inspection	Bi-Weekly	16	16	16	24	16	16	16	24	16	16	16	16
Maintenance of Irrigation Systems	As needed												
Litter Removal	Once per week	8	8	8	8	8	8	8	8	8	8	8	8
Weed Removal	Bi-Weekly	26	26	26	39	26	26	26	39	16	16	16	16
Edging	Once per month	16	16	16	16	16	16	16	16	16	16	16	16
Pruning													
Fertilizing – Complete	Twice a year	1								1			
Pest Control	As needed												
Fungicide/Special Treat													
Plant Replacements	As needed												

CALLE CRISTOBAL MAD AREA 2 – CATEGORY III: STAMPED CONCRETE MEDIANS

	FREQUENCY	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
Litter Removal	Once per week	6	6	6	9	6	6	6	9	6	6	6	6
Weed Removal	Bi-Weekly	8	8	8	8	8	8	8	8	8	8	8	8
Sweeping	Twice a year			80					80				

YEARLY WORK SCHEDULE
 CALLE CRISTOBAL MAD

134

CALLE CRISTOBAL MAD AREA 2 – CATEGORY X(A) MINI PARK LANDSCAPE WITH TURF, TREES, SHRUBS AND GROUND COVER

	FREQUENCY	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
Fungicides	As needed												
Renovation	1 x per year						1						
Aerification	2 x per year			1						1			

CALLE CRISTOBAL MAD AREA 2 – CATEGORY X (B) CALLE CRISTOBAL OVERLOOK

	FREQUENCY	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
Irrig Inspection	Bi-Weekly	2	2	2	3	2	2	2	3	2	2	2	2
Maint of Irrig	As Needed												
Litter Removal	Weekly	4	4	4	6	4	4	4	6	4	4	4	4
Weed Removal	Bi-Weekly	6	6	6	9	6	6	6	9	6	6	6	6
Pruning	6 x per year	5		5		5		5		5		5	
Fertilization	2 x per year	1								1			
Pest Control	As needed												
Fungicide	As needed												
Plant Replacement	As needed												
Sweeping	1 x per week	2	2	2	3	2	2	2	3	2	2	2	2



City of San Diego
Landscape Maintenance for
Calle Cristobal (MAD)
RFP 10089501-19-M

Employee Safety Program:

- A) Treebeard Landscape is dedicated to providing a safe and healthy work environment for all our employees and for the general public. The company follows safety operating practices that are established bi-weekly safety tail gate meetings and monthly training sessions.
- B) All employees are to promptly report all work-related injuries to their supervisor.
- C) Specific safety rules, procedures and hazards are provided to all employees.
- D) Emergency phones numbers are posted on all vehicles.
- E) No employee shall not operate any power equipment until they receive job specific training.
- F) All chemical storage containers and all on-site equipment are inspected daily.
- G) Employees are provided safety equipment when applicable on a daily basis.
- H) All employees are to wear practical working apparel. Which includes closed toed shoes.
- I) All safety equipment must be worn at all times while operating power equipment which shall include but not limited to, ear plugs, safety glasses, dust masks, chemical resistance gloves and leather gloves,
- J) Employees are to obey all state and local laws while operating company vehicles.
- K) Seat Belts must be worn at all times when operating or riding in a company vehicle.



City of San Diego
Landscape Maintenance for
Calle Cristobal (MAD)
RFP 10089501-19-M

Quality Control Management Plan:

1.1 Overview

Treebeard Landscape, Inc. and subcontractors are accountable for compliance to standard based specifications.

Specifications apply to materials, work procedures, qualified personnel and subcontractors, along with suppliers. Safe work rules and environmental work conditions.

1.2 Regulatory Codes

All Treebeard Landscape, Inc. service activities comply with relevant regulations. The Quality Manager identifies regulatory requirements to the jurisdictional served including:

- Applicable Federal Requirements
- Application State Requirements
- Application Living Wage Ordinance
- Application Work Force Requirements

The Quality Manager identifies regulatory requirements that apply to a specific project/contract on the Quality Assurance/Quality Control Plan.

The supervisor has jobsite access to relevant codes and government regulations.

1.3 Industry Quality Standards

All Treebeard Landscape services activities comply with generally accepted good workmanship practices and industry standards.

1.4. Safety

Treebeard Landscape ensures a safe working environment by having the Safety Coordinator a part of the Quality Control Management Plan. The Safety manager coordinates with the supervisor and plans how work is to be done for the overall safety of the employees and overall environment. Work tasks planning meeting are coordinated prior to commencement of work. It is at this time they are to communicate the work task requirements. The safety coordinator will check throughout the work completion that all employees are practicing safety procedures by conducting random visits to jobsites. The employee are then observed as to their safe procedures and standards. Bi weekly tail gate meetings address any issues of concern due to safety practices.

1.4 Administration Procedures:

for all employees. All employee documentation is maintained in the employee record, along with W-4's, I-9 forms and the employee training records. Background checks are completed on all employees who are considered for employment on a City of San Diego jobsite. All monthly and annual reports are submitted as required.

TREEBEARD LANDSCAPE, INC.
Current Contracts with City of San Diego

Landscape Maintenance Contract	P.O. Number	Annual Cost
Bird Rock MAD	Contracted directly w	78,000.00
Black Mountain MAD - 5 year Contract	4500103376	\$ 297,434.72
Camino Santa Fe - 1 year Quote	4500102712	\$ 108,818.32
Carmel Valley #10 MAD - 1 year Quote	4500101231	\$ 134,968.70
Bay Terrace Honey Dr. MAD - 1 year Quote	4500102543	\$ 8,686.50
Environmental Services - 5 year Quote	4500101380	\$ 19,197.60
FSDRIP MAD - 1 year Quote	4500100606	\$ 66,355.56
Kings Row MAD - 1 year Quote	4500100669	\$ 4,096.72
Ocean Views Hills MAD - 4 month Quote	4500102475	\$ 88,980.68
Pacific Highlands MAD - 1 year Quote	4500102717	\$ 141,408.96
PUD North - 5 year Contract	4500101027	\$ 366,338.00
Remington Hills MAD 0 1 year Quote	4500100670	\$ 66,355.56
Sabre Springs MAD - 1 year Quote	4500101385	75,580.00
Tierrasanta MAD - 2 Month Quote	4500102474	\$ 114,579.50
Torrey Highlands MAD - 1 month Quote	4500102715	\$ 24,975.00
Washington Street MAD - 1 year Quote	4500102476	\$ 31,182.00
Webster-Federal Blvd. MAD	4500102714	\$ 12,220.44



Treebeard Landscape

City of San Diego
Landscape Maintenance for
Calle Cristobal (MAD)
RFP 10089501-19-M

REFERENCES:

COMPANY: City of San Diego

CONTACT: Richard Trisby, Grounds Maintenance Manager

ADDRESS: 202 C Street, 5th Floor, San Diego, CA. 92101

PHONE NO. 619 - 685-1369

EMAIL: RTrisby@sandiego.gov

CONTRACT VALUE: \$198,453.67

CONTRACT TERM: May 1, 2018 - Current Interim Contractor

PROJECT NAME: Ocean View Hills MAD

SCOPE OF WORK: Providing landscape maintenance service and improvements of contracted areas within the Ocean View Hills MAD. Trimming, pruning of trees, shrubs and groundcover. Fertilization of shrubs, trees and groundcover. All landscape services are provided which include all equipment, labor and materials as required to perform landscape maintenance, irrigation supervision and repair services as stated in the contract specifications. Services are provided for control of litter, weeds, pests and plant diseases. Extraordinary labor is provided for projects to make improvements to irrigation, plant material and planting areas.



Treebeard Landscape

City of San Diego
Landscape Maintenance for
Calle Cristobal (MAD)
RFP 10089501-19-M

REFERENCES

COMPANY: City of San Diego

CONTACT: : Loren Boerman, Grounds Maintenance Manager

ADDRESS: : 202 C Street, 5th Floor, San Diego, CA. 92101

PHONE NO. 619-685-1370

EMAIL: lboerboom@sandiego.gov

CONTRACT VALUE: \$125,621.45 (Interim is for 2 months)

CONTRACT TERM: 1980 - Current Interim Contractor

PROJECT NAME: Tierrasanta MAD

SCOPE OF WORK: Providing landscape maintenance service and improvements of contracted areas within the Tierrasanta MAD. Trimming, pruning of trees, shrubs and groundcover. Fertilization of shrubs, trees and groundcover. All landscape services are provided which include all equipment, labor and materials as required to perform landscape maintenance, irrigation supervision and repair services as stated in the contract specifications. Services are provided for control of litter, weeds, pests and plant diseases. Extraordinary labor is provided for projects to make improvements to irrigation, plant material and planting areas.

140



City of San Diego
Landscape Maintenance for
Calle Cristobal (MAD)
RFP 10089501-19-M

REFERENCES

COMPANY: City of San Diego

CONTACT: Mike Cook, Grounds Maintenance Manager

ADDRESS: 202 C Street, 5th Floor, San Diego, CA. 92101

PHONE NO. 619-685-1304

EMAIL: CookM@sandiego.gov

CONTRACT VALUE: \$297,434.72

CONTRACT TERM: February 2010 - Current Contractor (5 year contract)

PROJECT NAME: Black Mountain MAD

SCOPE OF WORK: Providing landscape maintenance service and improvements of contracted areas within the Black Mountain MAD. Trimming, pruning of trees, shrubs and groundcover. Fertilization of shrubs, trees and groundcover. All landscape services are provided which include all equipment, labor and materials as required to perform landscape maintenance, irrigation supervision and repair services as stated in the contract specifications. Services are provided for control of litter, weeds, pests and plant diseases. Extraordinary labor is provided for projects to make improvements to irrigation, plant material and planting areas.

141



City of San Diego
Landscape Maintenance for
Calle Cristobal (MAD)
RFP 10089501-19-M

REFERENCES:

COMPANY: City of San Diego

CONTACT: Think Tran

ADDRESS: 9192 Topaz Way, MS. 901. San Diego, CA. 92123

PHONE NO. 858-614-4021

EMAIL: tqtran@sandiego.gov

CONTRACT VALUE: \$366,338.00

CONTRACT TERM: June 2018 - Current Contractor (5 year contract)

PROJECT NAME: PUD North - 7 sites

SCOPE OF WORK: Providing landscape maintenance service and improvements of contracted areas within the PUD North MAD. Trimming, pruning of trees, shrubs and groundcover. Fertilization of shrubs, trees and groundcover. All landscape services are provided which include all equipment, labor and materials as required to perform landscape maintenance, irrigation supervision and repair services as stated in the contract specifications. Services are provided for control of litter, weeds, pests and plant diseases. Extraordinary labor is provided for projects to make improvements to irrigation, plant material and planting areas.

142



City of San Diego PURCHASE ORDER

PO No. **4500102475**

Date: 07/26/2018 Page 1 of 4

Ship To: CITY OF SAN DIEGO PARK & RECREATION DEPARTMENT 202 "C" STREET, FLOOR 5 SAN DIEGO CA 92101-4806	Bill To: Open Space 202 C Street, 5th Floor San Diego CA 92101	Billing Contact: DAVID TRAN Telephone: E-Mail: davidt@sandiego.gov
--	--	--

Vendor: Treebeard Landscape Inc PO Box 2777 Spring Valley CA 91979-2777 Vendor ID: 10018270 Telephone: 619-697-8302 E-Mail: info@treebeardlandscape.com	Terms: within 30 days Due net Delivery Terms: FOB Destination Buyer: Katrina McDonald Telephone: 619 236-6038 E-Mail: KMMcDonald@sandiego.gov
--	--

Line #	Serv #	Item ID/Description Service Description	Del.Date	Quantity/Ord UoM	Unit Price/Prc UoM Conv Factor	Extended Price
1		LANDSCAPE MAINTENANCE (Monthly) Ocean View Hills MAD - Provide interim services on a month-to-month basis for landscape maintenance per the vendor quote beginning 07/01/2018 thru 10/31/2018. DIR Project ID: 252434 Note to Vendor: Please include PO number on all invoices and email invoice to: rtrisy@sandiego.gov or by U.S. mail to the billing address as shown on the PO to the ATTN: Richard Trisby. If questions, please contact Richard Trisby at 619-685-1369.	06/30/2019	4 MON	19745.17 MON	USD 78,980.68
2		LANDSCAPE MAINT. (EXTRA LABOR) WAGE REQUIREMENTS: PURCHASE ORDERS EXECUTED ON OR AFTER JANUARY 1, 2015 By performing the services detailed in this purchase order, Contractor is entering into a contract with the City. Contractor 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, Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below. This requirement is in addition to the requirement to pay Living Wage pursuant to San Diego Municipal Code sections 22.4201 through 22.4245. Contractor 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, Contractor 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	06/30/2019	10,000 EA	1.00 EA	USD 10,000.00

Notes: The Terms and Conditions of this Purchase Order are available at http://sandiego.gov/purchasing/	<h2>SEE LAST PAGE FOR TOTAL</h2>
IMPORTANT! To ensure prompt payments, PO # must appear on all shipments and invoices; all invoices must be directed to <i>Billing Contact</i> person at <i>Bill-To</i> address listed above	



City of San Diego PURCHASE ORDER

PO No. **4500102475**

Date: 07/26/2018 Page 2 of 4

Line #	Item ID/Description Serv# Service Description	Del.Date	Quantity/Ord UoM	Unit Price/Prc UoM Conv Factor	Extended Price
	<p>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. Contractor 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.</p> <p>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.</p> <p>2. Penalties for Violations. Contractor 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.</p> <p>3. Payroll Records. Contractor 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. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City. Contractor 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.</p> <p>4. Apprentices. Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor shall be held responsible for their compliance as well as the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.</p> <p>5. Working Hours. Contractor 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.</p> <p>6. Required Provisions for Subcontracts. Contractor 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.</p> <p>7. Labor Code Section 1861 Certification. Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor 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."</p> <p>8. Labor Compliance Program. The City has its own Labor Compliance</p>				
<p>Notes: The Terms and Conditions of this Purchase Order are available at http://sandiego.gov/purchasing/</p>				<p>SEE LAST PAGE FOR TOTAL</p>	
<p>IMPORTANT!</p>					
<p>To ensure prompt payments, PO # must appear on all shipments and invoices; all invoices must be directed to <i>Billing</i> Contact person at <i>Bill-To</i> address listed above</p>					

144



City of San Diego PURCHASE ORDER

PO No. **4500102475**

Date: 07/26/2018 Page 3 of 4

Line #	Item ID/Description Serv# Service Description	Del.Date	Quantity/Ord UoM	Unit Price/Prc Uom Conv Factor	Extended Price
	<p>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.</p> <p>9. Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. A contractor 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."</p> <p>9.1. A Contractor'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.</p> <p>9.2. A Contract entered into with any Contractor 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, Contractor, or any subcontractor to comply with the requirements of section 1725.5 of this section.</p> <p>9.3. By submitting a bid or proposal to the City, Contractor 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 Contractor 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.</p> <p>10. Stop Order. For Contractor 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 Contractor or unregistered subcontractor(s) on ALL public works until the unregistered Contractor or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.</p> <p>11. List of all Subcontractors. The City may ask Contractor 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 Contractor shall provide the list within ten (10) working days of the City's request. Additionally, Contractor 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 Contractor until at least 30 days after this information is provided to the City.</p> <p>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 Contractor shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:</p> <p>12.1. Registration. Contractor will not be required to register with the DIR for small projects. (Labor Code section 1771.1).</p>				

Notes: The Terms and Conditions of this Purchase Order are available at <http://sandiego.gov/purchasing/>

IMPORTANT!
To ensure prompt payments, PO # must appear on all shipments and invoices; all invoices must be directed to Billing Contact person at Bill-To address listed above

**SEE LAST PAGE
FOR TOTAL**

145



City of San Diego PURCHASE ORDER

PO No. **4500102475**

Date: 07/26/2018 Page 4 of 4

Line #	Serv#	Item ID/Description Service Description	Del.Date	Quantity/Ord UoM	Unit Price/Prc Uom Conv Factor	Extended Price
		<p>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. Contractor will need to keep those records for at least three years following the completion of the contract. (Labor Code section 1771.4).</p> <p>12.3. List of all Subcontractors. Contractor 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).</p> <p>B. Living Wages. This Contract is subject to the City's Living Wage Ordinance (LWO), codified at SDMC sections 22.4201 through 22.4245. The LWO requires payment of minimum hourly wage rates and other benefits unless an exemption applies. SDMC section 22.4225 requires each Contractor to fill out and file a living wage certification with the City Manager within thirty (30) days of Award of the Contract. LWO wage and health benefit rates are adjusted annually in accordance with SDMC section 22.4220(b) to reflect the Consumer Price Index. Service contracts, financial assistance agreements, and City facilities agreements must include this upward adjustment of wage rates to covered employees on July 1 of each year. In addition, Contractor agrees to require all of its subcontractors, sublessees, and concessionaires subject to the LWO to comply with the LWO and all applicable regulations and rules.</p> <p>1.1. Exemption from Living Wage Ordinance. Pursuant to SDMC section 22.4215, this Contract may be exempt from the LWO. For a determination on this exemption, Contractor must complete the Living Wage Ordinance Application for Exemption.</p> <p>C. Highest Wage Rate Applies. Contractor is required to pay the highest applicable wage rate where more than one wage rate applies.</p>				
<p>Notes: The Terms and Conditions of this Purchase Order are available at http://sandiego.gov/purchasing/</p>						<p>Line Item Total \$ 88,980.68</p> <p>Tax \$ 0.00</p>
IMPORTANT!						
<p>To ensure prompt payments, PO # must appear on all shipments and invoices; all invoices must be directed to <i>Billing</i> Contact person at <i>Bill-To</i> address listed above</p>						<p>PO Total \$ 88,980.68</p>

146



Landscape Maintenance for
Ocean View Hills (MAD)
RFP 100894941-18-M

REFERENCES

COMPANY: City of San Diego
CONTACT: : Loren Boerman, Grounds Maintenance Manager
ADDRESS: : 202 C Street, 5th Floor, San Diego, CA. 92101
PHONE NO. 619-685-1370
EMAIL: lboerboom@sandiego.gov
CONTRACT VALUE: \$125,621.45 (Interim is for 2 months)
CONTRACT TERM: 1980 - Current Interim Contractor
PROJECT NAME: Tierrasanta MAD

SCOPE OF WORK: Providing landscape maintenance service and improvements of contracted areas within the Tierrasanta MAD. Trimming, pruning of trees, shrubs and groundcover. Fertilization of shrubs, trees and groundcover. All landscape services are provided which include all equipment, labor and materials as required to perform landscape maintenance, irrigation supervision and repair services as stated in the contract specifications. Services are provided for control of litter, weeds, pests and plant diseases. Extraordinary labor is provided for projects to make improvements to irrigation, plant material and planting areas.



City of San Diego PURCHASE ORDER

PO No. **4500102474**

Date: 07/26/2018 Page 1 of 4

Ship To: CITY OF SAN DIEGO PARK & RECREATION DEPARTMENT 202 "C" STREET, FLOOR 5 SAN DIEGO CA 92101-4806	Bill To: Open Space 202 C Street, 5th Floor San Diego CA 92101	Billing Contact: DAVID TRAN Telephone: E-Mail: davidt@sandiego.gov
--	--	--

Vendor: Treebeard Landscape Inc PO Box 2777 Spring Valley CA 91979-2777 Vendor ID: 10018270 Telephone: 619-697-8302 E-Mail: info@treebeardlandscape.com	Terms: within 30 days Due net Delivery Terms: FOB Destination Buyer: Katrina McDonald Telephone: 619 236-6038 E-Mail: KMMcDonald@sandiego.gov
--	--

Line #	Item ID/Description Serv # Service Description	Del.Date	Quantity/Ord UoM	Unit Price/Prc UoM Conv Factor	Extended Price
1	LANDSCAPE MAINTENANCE (Monthly) Tierrasanta MAD - Provide interim services on a month-to-month basis for landscape maintenance per the vendor quote beginning 07/01/2018 thru 08/31/2018. DIR Project ID: 252432 Please include PO number on all invoices and mail to ATTN: Loren Boerboom via US mail or email invoice to: lboerboom@sandiego.gov. If questions, please contact Loren Boerboom at 619-235-5262.	06/30/2019	2 MON	44789.75 MON	USD 89,579.50
2	LANDSCAPE MAINT. (EXTRA LABOR) WAGE REQUIREMENTS: PURCHASE ORDERS EXECUTED ON OR AFTER JANUARY 1, 2015 By performing the services detailed in this purchase order, Contractor is entering into a contract with the City. Contractor 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, Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below. This requirement is in addition to the requirement to pay Living Wage pursuant to San Diego Municipal Code sections 22.4201 through 22.4245. Contractor 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, Contractor 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	06/30/2019	25,000 EA	1.00 EA	USD 25,000.00

Notes: The Terms and Conditions of this Purchase Order are available at <http://sandiego.gov/purchasing/>

IMPORTANT!

To ensure prompt payments, PO # must appear on all shipments and invoices; all invoices must be directed to **Billing Contact** person at **Bill-To** address listed above

**SEE LAST PAGE
FOR TOTAL**



City of San Diego PURCHASE ORDER

PO No. **4500102474**

Date: 07/26/2018 Page 2 of 4

Line #	Item ID/Description Serv# Service Description	Del.Date	Quantity/Ord UoM	Unit Price/Prc UoM Conv Factor	Extended Price
	<p>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. Contractor 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.</p> <p>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.</p> <p>2. Penalties for Violations. Contractor 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.</p> <p>3. Payroll Records. Contractor 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. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City. Contractor 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.</p> <p>4. Apprentices. Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor shall be held responsible for their compliance as well as the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.</p> <p>5. Working Hours. Contractor 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.</p> <p>6. Required Provisions for Subcontracts. Contractor 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.</p> <p>7. Labor Code Section 1861 Certification. Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor 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."</p> <p>8. Labor Compliance Program. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold</p>				

Notes: The Terms and Conditions of this Purchase Order are available at <http://sandiego.gov/purchasing/>

**SEE LAST PAGE
FOR TOTAL**

IMPORTANT!

To ensure prompt payments, PO # must appear on all shipments and invoices; all invoices must be directed to Billing Contact person at Bill-To address listed above

149



City of San Diego PURCHASE ORDER

PO No. **4500102474**

Date: 07/26/2018 Page 3 of 4

Line #	Item ID/Description Serv# Service Description	Del.Date	Quantity/Ord UoM	Unit Price/Prc Uom Conv Factor	Extended Price
	<p>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.</p> <p>9. Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. A contractor 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."</p> <p>9.1. A Contractor'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.</p> <p>9.2. A Contract entered into with any Contractor 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, Contractor, or any subcontractor to comply with the requirements of section 1725.5 of this section.</p> <p>9.3. By submitting a bid or proposal to the City, Contractor 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 Contractor 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.</p> <p>10. Stop Order. For Contractor 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 Contractor or unregistered subcontractor(s) on ALL public works until the unregistered Contractor or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.</p> <p>11. List of all Subcontractors. The City may ask Contractor 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 Contractor shall provide the list within ten (10) working days of the City's request. Additionally, Contractor 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 Contractor until at least 30 days after this information is provided to the City.</p> <p>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 Contractor shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:</p> <p>12.1. Registration. Contractor will not be required to register with the DIR for small projects. (Labor Code section 1771.1).</p> <p>12.2. Certified Payroll Records. The records required in Labor Code</p>				

Notes: The Terms and Conditions of this Purchase Order are available at <http://sandiego.gov/purchasing/>

**SEE LAST PAGE
FOR TOTAL**

IMPORTANT!

To ensure prompt payments, PO # must appear on all shipments and invoices; all invoices must be directed to Billing Contact person at Bill-To address listed above



City of San Diego PURCHASE ORDER

PO No. **4500102474**

Date: 07/26/2018 Page 4 of 4

Line #	Item ID/Description Serv# Service Description	Del.Date	Quantity/Ord UoM	Unit Price/Prc Uom Conv Factor	Extended Price
	<p>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. Contractor will need to keep those records for at least three years following the completion of the contract. (Labor Code section 1771.4).</p> <p>12.3. List of all Subcontractors. Contractor 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).</p> <p>B. Living Wages. This Contract is subject to the City's Living Wage Ordinance (LWO), codified at SDMC sections 22.4201 through 22.4245. The LWO requires payment of minimum hourly wage rates and other benefits unless an exemption applies. SDMC section 22.4225 requires each Contractor to fill out and file a living wage certification with the City Manager within thirty (30) days of Award of the Contract. LWO wage and health benefit rates are adjusted annually in accordance with SDMC section 22.4220(b) to reflect the Consumer Price Index. Service contracts, financial assistance agreements, and City facilities agreements must include this upward adjustment of wage rates to covered employees on July 1 of each year. In addition, Contractor agrees to require all of its subcontractors, sublessees, and concessionaires subject to the LWO to comply with the LWO and all applicable regulations and rules.</p> <p>1.1. Exemption from Living Wage Ordinance. Pursuant to SDMC section 22.4215, this Contract may be exempt from the LWO. For a determination on this exemption, Contractor must complete the Living Wage Ordinance Application for Exemption.</p> <p>C. Highest Wage Rate Applies. Contractor is required to pay the highest applicable wage rate where more than one wage rate applies.</p>				
<p>Notes: The Terms and Conditions of this Purchase Order are available at http://sandiego.gov/purchasing/</p>				Line Item Total \$	114,579.50
IMPORTANT!				Tax \$	0.00
<p>To ensure prompt payments, PO # must appear on all shipments and invoices; all invoices must be directed to <i>Billing</i> Contact person at <i>Bill-To</i> address listed above</p>				PO Total \$	114,579.50



Landscape Maintenance for
Ocean View Hills (MAD)
RFP 100894941-18-M

REFERENCES:

COMPANY: City of San Diego
CONTACT: Think Tran
ADDRESS: 9192 Topaz Way, MS. 901. San Diego, CA. 92123
PHONE NO. 858-614-4021
EMAIL: tqtran@sandiego.gov
CONTRACT VALUE: \$366,338.00
CONTRACT TERM: June 2018 - Current Contractor (5 year contract)
PROJECT NAME: PUD North - 7 sites

SCOPE OF WORK: Providing landscape maintenance service and improvements of contracted areas within the PUD North MAD. Trimming, pruning of trees, shrubs and groundcover. Fertilization of shrubs, trees and groundcover. All landscape services are provided which include all equipment, labor and materials as required to perform landscape maintenance, irrigation supervision and repair services as stated in the contract specifications. Services are provided for control of litter, weeds, pests and plant diseases. Extraordinary labor is provided for projects to make improvements to irrigation, plant material and planting areas.



City of San Diego PURCHASE ORDER

PO No. **4500101027**

Date: 07/06/2018 Page 1 of 6

Ship To: City of San Diego Billing Contact for Delivery Address 92101	Bill To: PUD ACCOUNTS PAYABLE 9192 TOPAZ WAY SAN DIEGO CA 92123	Billing Contact: LECIA FULLER Telephone: E-Mail: lf Fuller@sandiego.gov
---	---	---

Vendor: Treebeard Landscape Inc PO Box 2777 Spring Valley CA 91979-2777 Vendor ID: 10018270 Telephone: 619-697-8302 E-Mail: info@treebeardlandscape.com	Terms: within 30 days Due net Delivery Terms: FOB Destination Buyer: Michael Warner Telephone: 619-236-6154 E-Mail: MWarner@sandiego.gov
--	---

Line #	Item ID/Description Serv # Service Description	Del.Date	Quantity/Ord UoM	Unit Price/Prc UoM Conv Factor	Extended Price
1	FY19 PO NORTH SITE 1 - MBC NORTH SITE 1 - MBC LANDSCAPE MAINTENANCE SERVICES AS REQUIRED FROM 07/01/2018 THROUGH 05/31/2019 PER CONTRACT 10071909-17-M THIS PO REPLACES PO4500100145 DEPARTMENT CONTACT: STACI DOMASCO @ 858-292-6409	06/30/2019	11 MON	10797.75 MON	USD 118,775.25
2	FY19 PO NORTH SITE 2A - ALVARADO WSO NORTH SITE 2A - ALVARADO WSO	06/30/2019	11 MON	8177.19 MON	USD 89,949.09
3	FY19 PO NORTH SITE 2B - ALVARADO ETDC NORTH SITE 2B - ALVARADO ETDC	06/30/2019	11 MON	1542.44 MON	USD 16,966.84
4	FY19 PO NORTH SITE 2C - ALVARADO LAB NORTH SITE 2A - ALVARADO LAB	06/30/2019	11 MON	1464.63 MON	USD 16,110.93
5	FY19 PO NORTH SITE 3 - SPWRP NORTH SITE 3 - SPWRP	06/30/2019	11 MON	1187.55 MON	USD 13,063.05
6	FY19 PO NORTH SITE 4 - EMGPS NORTH SITE 4 - EMGPS	06/30/2019	11 MON	631.52 MON	USD 6,946.72
7	FY19 PO NORTH SITE 5 - PENPS NORTH SITE 5 - PENPS	06/30/2019	11 MON	631.52 MON	USD 6,946.72

Notes: The Terms and Conditions of this Purchase Order are available at <http://sandiego.gov/purchasing/>

IMPORTANT!

To ensure prompt payments, PO # must appear on all shipments and invoices; all invoices must be directed to *Billing Contact* person at *Bill-To* address listed above

**SEE LAST PAGE
FOR TOTAL**



City of San Diego PURCHASE ORDER

PO No. **4500101027**

Date: 07/06/2018 Page 2 of 6

Line #	Serv#	Item ID/Description Service Description	Del.Date	Quantity/Ord UoM	Unit Price/Prc UoM Conv Factor	Extended Price
8	FY19 PO NORTH SITE 6 - PS 64	NORTH SITE 6 - PS 64	06/30/2019	11 MON	678.23 MON	USD 7,460.53
9	FY19 PO NORTH SITE 7 - PS 65	NORTH SITE 7 - PS 65	06/30/2019	11 MON	477.17 MON	USD 5,248.87
10	FY19 PO EXTRAORDINARY MBC	EXTRAORDINARY LABOR FOR NORTH SITE 1 - MBC	06/30/2019	22,000 EA	1.00 EA	USD 22,000.00
11	FY19 PO EXTRAORD - ALVARADO WSO	EXTRORDINARY LABOR FOR NORTH SITE 2A - ALVARADO WSO	06/30/2019	18,000 EA	1.00 EA	USD 18,000.00
12	FY19 PO EXTRAORD - ALVARADO ETDC	EXTRAORDINARY LABOR FOR NORTH SITE 2B - ALVARADO ETDC	06/30/2019	10,000 EA	1.00 EA	USD 10,000.00
13	FY19 PO EXTRAORD - ALVARADO LAB	EXTRAORDINARY LABOR FOR NORTH SITE 2C - ALVARDO LAB	06/30/2019	10,000 EA	1.00 EA	USD 10,000.00
14	FY19 PO EXTRAORDINARY - SPWRP	EXTRAORDINARY LABOR FOR NORTH SITE 3 - SPWRP	06/30/2019	9,000 EA	1.00 EA	USD 9,000.00
15	FY19 PO EXTRAORDINARY - EMGPS	EXTRAORDINARY LABOR FOR NORTH SITE 4 - EMGPS	06/30/2019	5,000 EA	1.00 EA	USD 5,000.00
16	FY19 PO EXTRAORDINARY - PENPS	EXTRAORDINARY LABOR FOR NORTH SITE 5 - PENPS	06/30/2019	5,000 EA	1.00 EA	USD 5,000.00
17	FY19 PO EXTRAORDINARY - PS 64	EXTRAORDINARY LABOR FOR NORTH SITE 6 - PS 64	06/30/2019	2,000 EA	1.00 EA	USD 2,000.00
18	FY19 PO EXTRAORDINARY - PS 65	EXTRAORDINARY LABOR FOR NORTH SITE 7 - 65	06/30/2019	3,870 EA	1.00 EA	USD 3,870.00
Notes:	PO released NTE purchase order value or as may be modified by the City. Update Insurance and Business Tax Certificate as required. DIR Project ID: 186699					

Notes: The Terms and Conditions of this Purchase Order are available at <http://sandiego.gov/purchasing/>

**SEE LAST PAGE
FOR TOTAL**

IMPORTANT!

To ensure prompt payments, PO # must appear on all shipments and invoices; all invoices must be directed to Billing Contact person at Bill-To address listed above



City of San Diego PURCHASE ORDER

PO No. **4500101027**

Date: 07/06/2018 Page 3 of 6

Line #	Item ID/Description Serv# Service Description	Del.Date	Quantity/Ord UoM	Unit Price/Prc Uom Conv Factor	Extended Price
	<p>WAGE REQUIREMENTS: PURCHASE ORDERS EXECUTED ON OR AFTER JANUARY 1, 2015</p> <p>By performing the services detailed in this purchase order, Contractor is entering into a contract with the City. Contractor certifies that he or she is aware of the wage provisions described herein and shall comply with such provisions before commencing services.</p> <p>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, Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below. This requirement is in addition to the requirement to pay Living Wage pursuant to San Diego Municipal Code sections 22.4201 through 22.4245. Contractor 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.</p> <p>1. Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, Contractor 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.</p> <p>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. Contractor 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.</p> <p>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 such wage rate shall apply to the balance of the Contract.</p> <p>2. Penalties for Violations. Contractor 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.</p> <p>3. Payroll Records. Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping</p>				
<p>Notes: The Terms and Conditions of this Purchase Order are available at http://sandiego.gov/purchasing/</p>				<p>SEE LAST PAGE FOR TOTAL</p>	
<p>IMPORTANT!</p> <p>To ensure prompt payments, PO # must appear on all shipments and invoices; all invoices must be directed to Billing Contact person at Bill-To address listed above</p>					



City of San Diego PURCHASE ORDER

PO No. **4500101027**

Date: 07/06/2018 Page 6 of 6

Line #	Serv#	Item ID/Description Service Description	Del.Date	Quantity/Ord UoM	Unit Price/Prc Uom Conv Factor	Extended Price
		<p>City Manager within thirty (30) days of Award of the Contract. LWO wage and health benefit rates are adjusted annually in accordance with SDMC section 22.4220(b) to reflect the Consumer Price Index. Service contracts, financial assistance agreements, and City facilities agreements must include this upward adjustment of wage rates to covered employees on July 1 of each year. In addition, Contractor agrees to require all of its subcontractors, sublessees, and concessionaires subject to the LWO to comply with the LWO and all applicable regulations and rules.</p> <p>1.1. Exemption from Living Wage Ordinance. Pursuant to SDMC section 22.4215, this Contract may be exempt from the LWO. For a determination on this exemption, Contractor must complete the Living Wage Ordinance Application for Exemption.</p> <p>C. Highest Wage Rate Applies. Contractor is required to pay the highest applicable wage rate where more than one wage rate applies.</p>				
<p>Notes: The Terms and Conditions of this Purchase Order are available at http://sandiego.gov/purchasing/</p>						<p>Line Item Total \$ 366,338.00</p> <p>Tax \$ 0.00</p>
IMPORTANT!						
<p>To ensure prompt payments, PO # must appear on all shipments and invoices; all invoices must be directed to <i>Billing</i> Contact person at <i>Bill-To</i> address listed above</p>						<p>PO Total \$ 366,338.00</p>

156



City of San Diego PURCHASE ORDER

PO No. **4500101027**

Date: 07/06/2018 Page 4 of 6

Line #	Item ID/Description	Del.Date	Quantity/Ord UoM	Unit Price/Prc UoM Conv Factor	Extended Price
	<p>accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City. Contractor 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.</p> <p>4. Apprentices. Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor shall be held responsible for their compliance as well as the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.</p> <p>5. Working Hours. Contractor 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.</p> <p>6. Required Provisions for Subcontracts. Contractor 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.</p> <p>7. Labor Code Section 1861 Certification. Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor 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."</p> <p>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.</p> <p>9. Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. A contractor 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."</p> <p>9.1. A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in a response to a</p>				

Notes: The Terms and Conditions of this Purchase Order are available at <http://sandiego.gov/purchasing/>

**SEE LAST PAGE
FOR TOTAL**

IMPORTANT!
To ensure prompt payments, PO # must appear on all shipments and invoices; all invoices must be directed to *Billing* Contact person at *Bill-To* address listed above

157



City of San Diego PURCHASE ORDER

PO No. **4500101027**

Date: 07/06/2018 Page 5 of 6

Line #	Item ID/Description	Del.Date	Quantity/Ord UoM	Unit Price/Prc Uom Conv Factor	Extended Price
	<p>Serv# Service Description</p> <p>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.</p> <p>9.2. A Contract entered into with any Contractor 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 awarding body, Contractor, or any subcontractor to comply with the requirements of section 1725.5 of this section.</p> <p>9.3. By submitting a bid or proposal to the City, Contractor 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 Contractor 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.</p> <p>10. Stop Order. For Contractor 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 Contractor or unregistered subcontractor(s) on ALL public works until the unregistered Contractor or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.</p> <p>11. List of all Subcontractors. The City may ask Contractor 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 Contractor shall provide the list within ten (10) working days of the City's request. Additionally, Contractor 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 Contractor until at least 30 days after this information is provided to the City.</p> <p>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 Contractor shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:</p> <p>12.1. Registration. Contractor will not be required to register with the DIR for small projects. (Labor Code section 1771.1).</p> <p>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. Contractor will need to keep those records for at least three years following the completion of the contract. (Labor Code section 1771.4).</p> <p>12.3. List of all Subcontractors. Contractor 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).</p> <p>B. Living Wages. This Contract is subject to the City's Living Wage Ordinance (LWO), codified at SDMC sections 22.4201 through 22.4245. The LWO requires payment of minimum hourly wage rates and other benefits unless an exemption applies. SDMC section 22.4225 requires each Contractor to fill out and file a living wage certification with the</p>				

Notes: The Terms and Conditions of this Purchase Order are available at <http://sandiego.gov/purchasing/>

**SEE LAST PAGE
FOR TOTAL**

IMPORTANT!
To ensure prompt payments, PO # must appear on all shipments and invoices; all invoices must be directed to **Billing** Contact person at **Bill-To** address listed above



Landscape Maintenance for
Ocean View Hills (MAD)
RFP 100894941-18-M

REFERENCES

COMPANY: City of San Diego
CONTACT: Mike Cook, Grounds Maintenance Manager
ADDRESS: 202 C Street, 5th Floor, San Diego, CA. 92101
PHONE NO. 619-685-1304
EMAIL: CookM@sandiego.gov
CONTRACT VALUE: \$297,434.72
CONTRACT TERM: February 2010 - Current Contractor (5 year contract)
PROJECT NAME: Black Mountain MAD
SCOPE OF WORK: Providing landscape maintenance service and improvements of contracted areas within the Black Mountain MAD. Trimming, pruning of trees, shrubs and groundcover. Fertilization of shrubs, trees and groundcover. All landscape services are provided which include all equipment, labor and materials as required to perform landscape maintenance, irrigation supervision and repair services as stated in the contract specifications. Services are provided for control of litter, weeds, pests and plant diseases. Extraordinary labor is provided for projects to make improvements to irrigation, plant material and planting areas.

159



City of San Diego PURCHASE ORDER

PO No. 4500103376

Date: 08/13/2018 Page 1 of 5

Ship To: CITY OF SAN DIEGO PARK & RECREATION DEPARTMENT 202 "C" STREET, FLOOR 5 SAN DIEGO CA 92101-4806	Bill To: Open Space 202 C Street, 5th Floor San Diego CA 92101	Billing Contact: DAVID TRAN Telephone: E-Mail: davidt@sandiego.gov
--	--	--

Vendor: Treebeard Landscape Inc PO Box 2777 Spring Valley CA 91979-2777 Vendor ID: 10018270 Telephone: 619-697-8302 E-Mail: info@treebeardlandscape.com	Terms: within 30 days Due net Delivery Terms: FOB Destination Buyer: Katrina McDonald Telephone: 619 236-6038 E-Mail: KMMcDonald@sandiego.gov
--	--

Line #	Item ID/Description Serv # Service Description	Del.Date	Quantity/Ord UoM	Unit Price/Prc UoM Conv Factor	Extended Price
1	LANDSCAPE MAINT - CAT IIA	06/30/2019	12 MON	2340.38 MON	USD 28,084.56
	Black Mountain Ranch South MAD - Provide complete landscape maintenance in accordance with BID# 10061013-16-M and OA# 4600002434 beginning 07/01/2018. IMPORTANT NOTICE TO CONTRACTOR: All invoices must list each service category performed and dollar amount per the contract (PA/OA) followed by total invoice amount. Please include PO number on all invoices and email invoice to: mcook@sandiego.gov or by U.S. mail to the billing address as shown on the PO to the ATTN: Michael Cook. If questions, please contact Michael Cook at 619-685-1304.				
2	LANDSCAPE MAINT - CAT IIB	06/30/2019	12 MON	3592.21 MON	USD 43,106.52
3	LANDSCAPE MAINT - CAT III	06/30/2019	12 MON	114.64 MON	USD 1,375.68
4	LANDSCAPE MAINT - CAT V(A)	06/30/2019	12 MON	3495.66 MON	USD 41,947.92
5	LANDSCAPE MAINT - CAT V(B)	06/30/2019	12 MON	2033.35 MON	USD 24,400.20
6	LANDSCAPE MAINT - CAT VI	06/30/2019	12 MON	5936.99 MON	USD 71,243.88
7	LANDSCAPE MAINT - CAT XI	06/30/2019	12 MON	636.44 MON	USD 7,637.28
8	LANDSCAPE MAINT - CAT XII	06/30/2019	12 MON	390.14 MON	USD 4,681.68

Notes: The Terms and Conditions of this Purchase Order are available at http://sandiego.gov/purchasing/	<h2>SEE LAST PAGE FOR TOTAL</h2>
IMPORTANT! To ensure prompt payments, PO # must appear on all shipments and invoices; all invoices must be directed to Billing Contact person at Bill-To address listed above	

160



City of San Diego PURCHASE ORDER

PO No. **4500103376**

Date: 08/13/2018 Page 2 of 5

Line #	Serv#	Item ID/Description Service Description	Del.Date	Quantity/Ord UoM	Unit Price/Prc UoM Conv Factor	Extended Price
9		LANDSCAPE MAINT - CAT XIII	06/30/2019	12 MON	344.91 MON	USD 4,138.92
10		LANDSCAPE MAINT - CAT XIV(A)	06/30/2019	12 MON	1947.20 MON	USD 23,366.40
11		LANDSCAPE MAINT - CAT XIV(B)	06/30/2019	12 MON	633.99 MON	USD 7,607.88
12		LANDSCAPE MAINT - CAT VII	06/30/2019	12 MON	138.65 MON	USD 1,663.80
13		LANDSCAPE MAINT - EXTRA LABOR	06/30/2019	38,180 EA	1.00 EA	USD 38,180.00

By performing the services detailed in this purchase order, Contractor is entering into a contract with the City. Contractor 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, Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below. This requirement is in addition to the requirement to pay Living Wage pursuant to San Diego Municipal Code sections 22.4201 through 22.4245. Contractor 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, Contractor 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>. Contractor 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

Notes: The Terms and Conditions of this Purchase Order are available at <http://sandiego.gov/purchasing/>

**SEE LAST PAGE
FOR TOTAL**

IMPORTANT!
To ensure prompt payments, PO # must appear on all shipments and invoices; all invoices must be directed to Billing Contact person at Bill-To address listed above

161



City of San Diego PURCHASE ORDER

PO No. **4500103376**

Date: 08/13/2018 Page 3 of 5

Line #	Serv#	Item ID/Description Service Description	Del.Date	Quantity/Ord UoM	Unit Price/Prc Uom Conv Factor	Extended Price
		<p>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.</p> <p>2. Penalties for Violations. Contractor 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.</p> <p>3. Payroll Records. Contractor 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. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City. Contractor 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.</p> <p>4. Apprentices. Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor shall be held responsible for their compliance as well as the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.</p> <p>5. Working Hours. Contractor 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.</p> <p>6. Required Provisions for Subcontracts. Contractor 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.</p> <p>7. Labor Code Section 1861 Certification. Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor 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."</p> <p>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.</p> <p>9. Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. A contractor 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</p>				

Notes: The Terms and Conditions of this Purchase Order are available at <http://sandiego.gov/purchasing/>

**SEE LAST PAGE
FOR TOTAL**

IMPORTANT!

To ensure prompt payments, PO # must appear on all shipments and invoices; all invoices must be directed to Billing Contact person at Bill-To address listed above

162



City of San Diego PURCHASE ORDER

PO No. **4500103376**

Date: 08/13/2018 Page 4 of 5

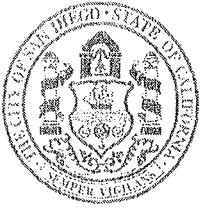
Line #	Item ID/Description Serv# Service Description	Del.Date	Quantity/Ord UoM	Unit Price/Prc Uom Conv Factor	Extended Price
	<p>contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."</p> <p>9.1. A Contractor's inadvertent error in listing a subcontractor 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.</p> <p>9.2. A Contract entered into with any Contractor 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, Contractor, or any subcontractor to comply with the requirements of section 1725.5 of this section.</p> <p>9.3. By submitting a bid or proposal to the City, Contractor 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 Contractor 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.</p> <p>10. Stop Order. For Contractor 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 Contractor or unregistered subcontractor(s) on ALL public works until the unregistered Contractor or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.</p> <p>11. List of all Subcontractors. The City may ask Contractor 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 Contractor shall provide the list within ten (10) working days of the City's request. Additionally, Contractor 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 Contractor until at least 30 days after this information is provided to the City.</p> <p>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 Contractor shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:</p> <p>12.1. Registration. Contractor will not be required to register with the DIR for small projects. (Labor Code section 1771.1).</p> <p>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. Contractor will need to keep those records for at least three years following the completion of the contract. (Labor Code section 1771.4).</p> <p>12.3. List of all Subcontractors. Contractor 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).</p> <p>B. Living Wages. This Contract is subject to the City's Living Wage Ordinance (LWO), codified at SDMC sections 22.4201 through 22.4245. The LWO requires payment of minimum hourly wage rates and other benefits unless an exemption applies. SDMC section 22.4225 requires each Contractor to fill out and file a living wage certification with the City Manager within thirty (30) days of Award of the Contract. LWO wage and health benefit rates are adjusted annually in accordance with SDMC section 22.4220(b) to reflect the Consumer Price Index. Service</p>				

Notes: The Terms and Conditions of this Purchase Order are available at <http://sandiego.gov/purchasing/>

**SEE LAST PAGE
FOR TOTAL**

IMPORTANT!

To ensure prompt payments, PO # must appear on all shipments and invoices; all invoices must be directed to Billing Contact person at Bill-To address listed above



City of San Diego PURCHASE ORDER

PO No. **4500103376**

Date: 08/13/2018 Page 5 of 5

Line #	Serv#	Item ID/Description Service Description	Del.Date	Quantity/Ord UoM	Unit Price/Prc Uom Conv Factor	Extended Price
		<p>contracts, financial assistance agreements, and City facilities agreements must include this upward adjustment of wage rates to covered employees on July 1 of each year. In addition, Contractor agrees to require all of its subcontractors, sublessees, and concessionaires subject to the LWO to comply with the LWO and all applicable regulations and rules.</p> <p>1.1. Exemption from Living Wage Ordinance. Pursuant to SDMC section 22.4215, this Contract may be exempt from the LWO. For a determination on this exemption, Contractor must complete the Living Wage Ordinance Application for Exemption.</p> <p>C. Highest Wage Rate Applies. Contractor is required to pay the highest applicable wage rate where more than one wage rate applies.</p>				
<p>Notes: The Terms and Conditions of this Purchase Order are available at http://sandiego.gov/purchasing/</p>						<p>Line Item Total \$ 297,434.72</p> <p>Tax \$ 0.00</p>
IMPORTANT!						
<p>To ensure prompt payments, PO # must appear on all shipments and invoices; all invoices must be directed to <i>Billing</i> Contact person at <i>Bill-To</i> address listed above</p>						<p>PO Total \$ 297,434.72</p>

164

Turf Renovation – Canterbury Hills HOA Calle Los Arboles and Austin Dr. Spring Valley

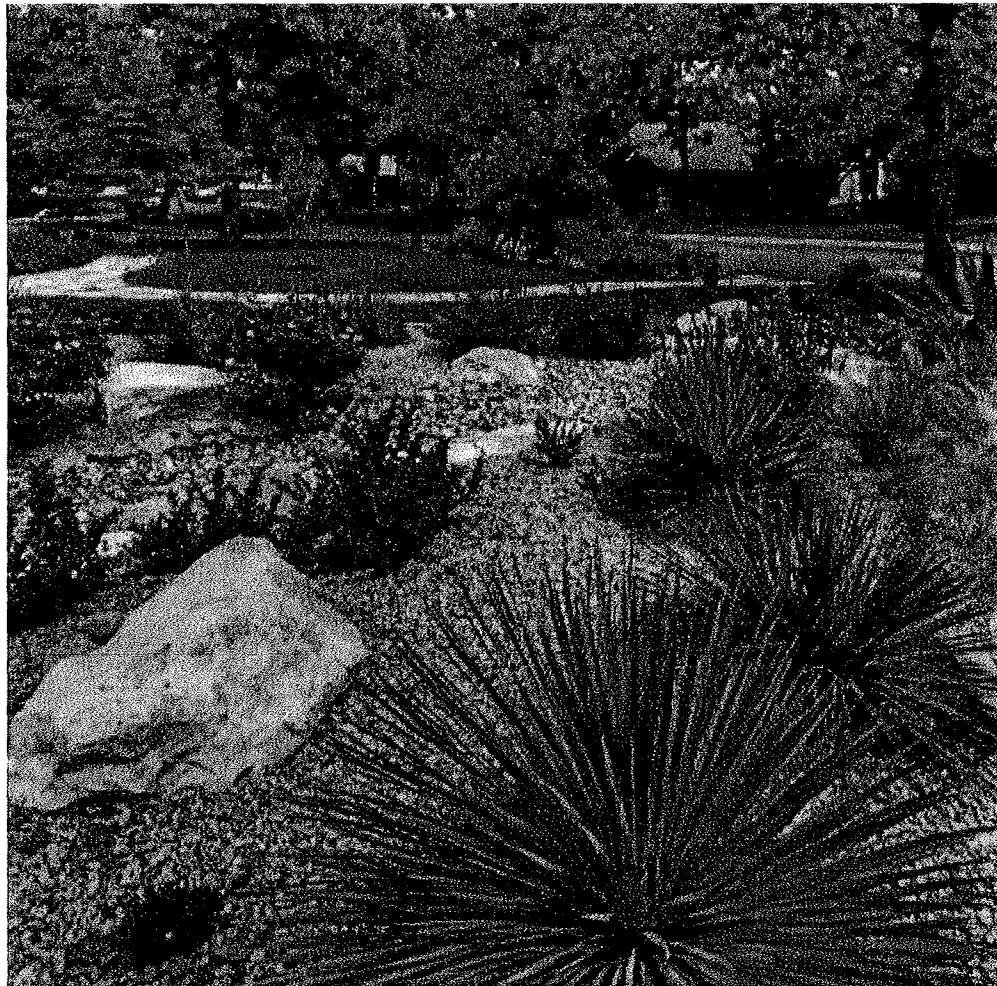
541.165





Turf Renovation-Country View HOA Poway

1666



Turf Renovation- Scripps Ranch San Diego



October 23, 2018

CITY OF SAN DIEGO
Landscape Maintenance for
Calle Cristobal (MAD)
RFP 10089501-19-M

TAB C

168

Table of Contents

A. SPECIFICATIONS.....	4
1. <i>Landscape Maintenance Specifications.....</i>	4
2. <i>Improvements and Activities.....</i>	4
B. DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER.....	4
C. LICENSES.....	4
D. SCHEDULING OF WORK.....	5
E. QUALITY OF WORK.....	6
F. CONTRACTOR’S RESPONSIBILITIES.....	6
1. <i>Company Representative.....</i>	6
2. <i>Emergency Calls.....</i>	6
3. <i>Reporting of Damages.....</i>	6
4. <i>Staffing.....</i>	7
4.1 <i>Supervision.....</i>	7
4.2 <i>Adequate Personnel.....</i>	7
4.3 <i>Ability to Perform Work.....</i>	7
4.4 <i>Proper Conduct.....</i>	8
4.5 <i>Uniforms.....</i>	8
4.6 <i>Removal of Employee.....</i>	9
4.7 <i>Communication Skills.....</i>	9
5. <i>Irrigation Systems.....</i>	9
5.1 <i>Repairs to Existing Facilities and Irrigation Systems.....</i>	9
5.1.1 <i>Damage or Alteration Resulting from Contract Performance.....</i>	9
5.1.2 <i>Other Damage or Alteration.....</i>	9
5.2 <i>Maintenance of Controller Cabinets and Battery Numbers.....</i>	10
5.3 <i>Operation of Automatic Irrigation Controllers.....</i>	10
6. <i>Safety Requirements.....</i>	10
7. <i>Hazardous Conditions.....</i>	10
8. <i>Hazardous Wastes Disposal Procedure.....</i>	11
9. <i>Use of Chemicals.....</i>	11
10. <i>Litter.....</i>	12
G. CONTRACT ADMINISTRATION.....	12
H. FAILURE TO PERFORM SATISFACTORILY.....	13
I. PAYMENTS WITHHELD.....	13
J. INVOICING PROCEDURES.....	14
K. WATER CONSERVATION.....	14
L. IRRIGATION WATER - COSTS.....	15
M. METHOD OF PERFORMING WORK.....	15
1. <i>Irrigation.....</i>	15

2.	<i>Pruning Shrubs and Groundcover Plants</i>	16
3.	<i>Tree Maintenance</i>	16
4.	<i>Fertilization</i>	17
5.	<i>Weed Control</i>	18
6.	<i>Disease and Pest Control</i>	18
7.	<i>Replacement of Plant Material</i>	19
8.	<i>Groundcovers</i>	19
	8.1 <i>Irrigation</i>	19
	8.2 <i>Edging</i>	19
	8.3 <i>Pruning</i>	20
	8.4 <i>Replanting</i>	20
	8.5 <i>Cultivation</i>	20
9.	<i>Facility Maintenance</i>	20
	9.1 <i>Sidewalks and Paved Areas (Including Paved Center Islands)</i>	20
	9.2 <i>Repair of Damage or Malfunction</i>	20
	9.3 <i>Pedestrian Bridge</i>	20
10.	<i>Inspection</i>	21
11.	<i>Site Inspection and Turnover</i>	21
12.	<i>Traffic Control Plans</i>	21
13.	<i>Turf Maintenance</i>	22
	13.1 <i>Mowing</i>	22
	13.2 <i>Edging</i>	22
	13.3 <i>Renovation</i>	22
	13.4 <i>Aerification</i>	23
N.	CONTRACT SITES	23
	1. <i>Calle Cristobal MAD “Area 2” – Category II: Street Medians Landscaped with Trees, Shrubs and Ground Cover</i>	23
	2. <i>Calle Cristobal MAD, “Area 2” – Category III: Stamped Concrete Medians</i>	23
	3. <i>Calle Cristobal MAD “Area 2” – Category V: Rights-of-Way and Areas Adjacent to Rights-of-Way Landscaped with Trees, Shrubs, Ground Cover and Hardscape</i>	24
	4. <i>Calle Cristobal MAD “Area 2” – Category X(a)</i>	24
	5. <i>Calle Cristobal MAD “Area 2” – Category X(b)</i>	24
	6. <i>Calle Cristobal MAD “Area 2” – Category XI</i>	24
O.	SERVICE FREQUENCIES	25
	1. <i>Calle Cristobal MAD “Area 2” – Category II: Street Medians Landscaped with Trees, Shrubs and Ground Cover</i>	25
	2. <i>Calle Cristobal MAD “Area 2” – Category III: Stamped Concrete Medians</i>	26
	3. <i>Calle Cristobal MAD “Area 2” – Category V: Rights-of-Way and Areas Adjacent to Rights-of-Way Landscaped with Trees, Shrubs, Ground cover and Hardscaped</i>	26
	4. <i>Calle Cristobal MAD “Area 2” – Category X(a): Mini Park Landscaped with Turf, Trees, Shrubs and Ground Cover</i>	27
	5. <i>Calle Cristobal MAD “Area 2” – Category X(b): CALLE CRISTOBAL OVERLOOK</i>	28

P. ESTIMATED HOURS 29

Q. MATERIALS 29

R. FERTILIZATION 30

S. PLANT MATERIAL MAINTENANCE 30

T. PEST CONTROL 31

U. STAFFING REQUIREMENTS 31

 1. *Staffing* 31

 2. *Supervision* 31

 3. *Personnel* 33

V. EQUIPMENT 33

W. BLOWERS 34

X. EXTRAORDINARY LABOR 34

 4. *Extraordinary Labor shall be used for the following types of Extraordinary Work:* 35

 4.1 *Extraordinary Labor Hours for Plantings* 35

 4.2 *Extraordinary Labor Hours for Irrigation Systems* 36

 4.3 *Extraordinary Labor for Graffiti* 37

Y. SUBCONTRACTORS 37

Z. SCHEDULE OF TASK COSTS AND PRICING PAGES 38

 1. *Schedule of Task Costs and Instructions* 38

SCHEDULE OF TASK COSTS 39

 2. *Pricing Pages* 45

EXHIBIT B
SPECIFICATIONS

A. SPECIFICATIONS

1. Landscape Maintenance Specifications. Contractor shall perform complete landscape maintenance and improvements of all contract areas identified in Paragraph N of these Specifications (Contract Sites) within the Ocean View Hills Maintenance Assessment District, including, but not limited to, the following: irrigation, pruning, shaping and training of trees, shrubs, turf, and groundcover plants; fertilization; litter control; weed control; control of all plant diseases and pests; mowing; edging; sweeping; irrigation; and all other maintenance required to maintain the Contract Sites included in this Contract in a safe, attractive and useable condition and to maintain the plant material in good condition with horticulturally acceptable growth and color.

During and at the end of the maintenance period, all plant material shall be in a healthy, growing condition. The Contractor shall provide all equipment, labor and materials necessary for performing landscape maintenance and irrigation services according to the following specifications.

2. Improvements and Activities. Contractor shall install and maintain certain improvements including, but not limited to the following: irrigation; plant material; and planting areas. Contractor services under these Specifications related to Improvements and Activities, including any extraordinary labor, shall be consistent with Improvements and Activities as authorized pursuant to the Assessment Engineer's Report for the Ocean View Hills Maintenance Assessment District (MAD).

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

	Registration No.	Expiration Date	Name
DIR Registration No.	Treebeard Landscape 100030259	6/19	Treebeard Landscape Inc
Subcontractor's DIR Registration No.	Greenbrier Tree 1000014462	6/19	Greenbrier Tree
	Southland Electric 1000000060	6/19	Southland Electric
	Lloyd Pest Control 100001076	6/19	Lloyd Pest Control
	TWO OAK SERVICES 1000011045	6/19	TWO OAK SERVICES day and night

C. LICENSES

To perform the work described in these Specifications, the Contractor must hold a C-27 State of California Contractors License. Any Contractor holding a different license who feels qualified to submit a proposal on this work must notify the City Contact in writing at least seven days prior to the proposal due date. After a thorough review of the proposed license substitution, the City will inform the Contractor, in writing, of its decision prior to the proposal closing. The City's decision is final.

Any person supervising the use of pesticides, herbicides, or rodenticides must possess a valid Qualified Applicator's Certificate for Category B. The Contractor must also hold a Pest Control Business License and retain the services of a licensed Pest Control Advisor (PCA), and must be registered with the County Agriculture Commissioner. The Contractor must possess the below licenses prior to submitting their proposal.

	License Number	Expiration Date	Name
State of California Contractors License	Class: C-27 No.: 388079	4/30/20	Treebeard Landscape
Qualified Applicator Certificate	101044	12/31/18	Tim Hillman
Pest Control Business License	38808	12/31/19	Treebeard Landscape
Pest Control Advisor	75356	12/31/18	Timothy Faucett
Recycled Water Site Supervisor Certificate	5336 Esleban Castelum	8/8/23	Esleban Castelum

D. SCHEDULING OF WORK

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

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

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

The Contractor shall conduct the work at all times in a manner which will not unreasonably interfere with pedestrian traffic on adjacent sidewalks or vehicular traffic on adjacent streets.

In performing periodic operations required in this Contract, the Contractor shall continue routine grounds maintenance services within all Contract Sites without interruption.

E. QUALITY OF WORK

The Contractor shall perform all work in accordance with the best landscape maintenance practices and in keeping with the high aesthetic level of the Contract Sites being maintained. The Contract Administrator shall periodically inspect all maintenance operations and approve or reject the work performed and methods or materials used.

F. CONTRACTOR'S RESPONSIBILITIES

1. Company Representative. A company representative, authorized to discuss matters related to this Contract, must be available during normal working hours, Monday through Friday between 6:00a.m. and 6:00 p.m. All calls from the Contract Administrator shall be returned within a one-hour period.

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

Emergency calls relating to irrigation shall be referred to the Contractor. A 24-hour emergency telephone number shall be provided by the Contractor for this purpose.

3. Reporting of Damages. Upon finding any hazard, damage, defect, leak, power outage, or other issue or situation that poses a threat to safety of the public or employees, or a loss of City assets (including water), the Contractor shall notify the Contract Administrator immediately. Safety problems should be reported by calling the Contract Administrator during the City's normal business hours, Monday through Friday between 7:00 a.m. and 4:00 p.m. (City's normal business hours). If these problems are encountered outside of the City's normal business hours, Contractor shall call (619) 527-7663 and email the Contract Administrator, and provide the name and address of the Contract Site and a description of the problem.

Other hazards, damages, defects, other problems or irregularities, or maintenance issues should be reported to the Contract Administrator within 24 hours of discovery.

4. Staffing. 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.

4.1 Supervision

Contractor shall provide a minimum of one qualified working field supervisor (Field Supervisor) who shall be at the Contract Sites at all times work is being performed by the Contractor. The Field Supervisor shall provide the necessary supervision to ensure work is completed as specified under the Contract. The Field Supervisor(s) must have at least three years of experience overseeing, implementing and maintaining habitat enhancement projects and personnel, on a site of comparable acreage and plant material. It is desirable that the Field Supervisor have over three years of qualifying experience and highly desirable for the Field Supervisor to have over five years of qualifying experience. Contractor must submit a resume of the assigned Field Supervisor(s) with the proposal. The Field Supervisor will be interviewed by the Contract Administrator prior to acceptance. Payroll records may be utilized to verify experience. The Field Supervisor(s) must be employed by the successful Contractor at the time this Contract is awarded. Any changes in Field Supervisor(s) must be submitted in writing to the Contract Administrator.

In addition, the Field Supervisor shall inspect all Contract Sites a minimum of once per week. These inspections shall include a written punch list (to be completed by the Field Supervisor) of deficient items and dates of correction. Punch lists are to be given to the Contract Administrator on a weekly basis. Date and time will be determined by the Contract Administrator upon approval.

4.2 Adequate Personnel

The Contractor shall maintain the sufficient number of full-time employees for each project/assignment during working hours/days specified, Monday through Friday. Staffing for this Contract is described in detail in Exhibit B, Subsection U.

All landscape maintenance workers, also referred to as laborers in this document, must have at least one year of fulltime paid experience in performing all aspects of landscape maintenance. It is desirable that all landscape maintenance workers have more than one year of fulltime paid experience, and highly desirable for all landscape maintenance workers to have more than four years of fulltime paid experience. Qualifying paid experience must include all of the following: maintaining lawns, shrubs, trees, and ground covers; fertilizing plant material, cultivating, pruning shrubs and trees, mowing lawn areas, edging lawn areas, edging ground covers; operating and maintaining Irrigation systems, and performing minor irrigation repairs such as repairing/replacing broken or damaged irrigation heads and risers; and proper operation of landscape equipment.

4.3 Ability to Perform Work

Contractor must have the staffing, equipment knowledge and financial resources to perform landscape maintenance projects in a timely manner with a quality end product. The plant material(s) on this site require uncommon maintenance practices. Contractor must have experience implementing and maintaining similar projects and personnel, and overseeing all phases of landscape maintenance and personnel for a site of comparable square footage, scope of work and

plant materials. This includes, but is not limited to, implementing and maintaining landscape enhancement projects and personnel on a site of comparable acreage and plant material. All personnel shall be physically able to do their assigned work.

Contractor shall provide all of the following with the proposal:

1. References for work completed by Contractor for a similar scope of work and size with similar dollar value as it compares to this RFP.
2. A purchase order, contract, or other document that demonstrates Contractor's previous or existing responsibilities for work of a similar scope and size as it compares to this RFP.
3. Examples and references for work completed as it relates to enhanced Open Space habitat, sports turf, field renovation, large system irrigation and community events.
4. References and resumes for the working Field Supervisor(s) and Irrigation Specialist(s) proposed for work on this Contract and currently employed by Contractor. Resumes should include description of working knowledge of sports turf, smart controllers and related software.
5. A statement demonstrating the capacity and capability to provide enhanced service to the Calle Cristobal MAD as it relates to Exhibit B and the associated frequencies in a timely manner.
6. A proposed work schedule that demonstrates the fulfillment of the established frequencies.
7. References and resumes of landscape maintenance workers/laborers proposed to work on this Contract and are currently employed by the Contractor. Resumes should include a description of the work experience and type of landscape maintenance performed.

Some priority projects may need to be performed immediately. In the event Contractor is awarded Extraordinary Work (as described in Exhibit B, **Paragraph X** of this Contract), the Contractor shall provide a separate specific work crew to accomplish projects as may be required.

4.4 Proper Conduct

The Contractor, Contractor's employees, and Subcontractors shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible annoyance to the public.

4.5 Uniforms

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

4.6 Removal of Employee

The Contract Administrator may require the Contractor to remove from any of the Contract Sites any employee(s) if the Contract Administrator reasonably determines the employee(s) to be: (a) careless or incompetent, (b) unable to fulfill any of Contractor's material obligations under this Contract, or (c) has engaged in acts or omissions contrary to public health, safety, welfare, or morals.

4.7 Communication Skills

The Contractor shall ensure that all on-site supervisors and Field Supervisor(s) can communicate in English both verbally and in writing. The on-site supervisor and Field Supervisor(s) shall be capable of completing, in English, legible written forms and shall be capable of understanding oral and/or written instructions in English.

5. Irrigation Systems

5.1 Repairs to Existing Facilities and Irrigation Systems

5.1.1 Damage or Alteration Resulting from Contract Performance

The Contractor shall be responsible, at no cost to the City, for the repair or replacement of all portions of existing structures or facilities, including irrigation systems, which are damaged or altered in any way as a result of the performance of this Contract. Contractor shall immediately, in writing, report all damages and alterations to the Contract Administrator. Damages and alternations shall be repaired or replaced in kind, as approved by the Contract Administrator.

Unless otherwise directed, Contractor shall make repairs to facilities immediately after damage or alteration occurs as a result of Contractor's performance of work under this Contract. A comprehensive testing and check of all irrigation systems shall be made approximately 30 days prior to the end of the Contract, and any repairs deemed the responsibility of the Contractor shall be made by the Contractor prior to the end of the Contract. If repairs are not made by the Contractor to the satisfaction of the Contract Administrator, deductions shall be made from the final payment in the amount to cover the cost of repairs, as determined by the Contract Administrator. Any difference of cost shall be paid by the Contractor.

5.1.2 Other Damage or Alteration

All portions of existing structures or facilities, including irrigation systems, which require repair must be pre-approved by the Contract Administrator. All work will be repaired or replaced in kind, unless otherwise approved by the Contract Administrator. Compensation for labor and materials associated with irrigation systems repair shall be in accordance with the terms identified in Exhibit B, **Paragraph X** of this Contract.

5.2 Maintenance of Controller Cabinets and Battery Numbers

At no cost to the City, the Contractor shall be responsible for maintaining the painted surfaces of irrigation and lighting controller cabinets as well as the corresponding automatic irrigation battery numbers on the lids of the automatic control valve boxes and light bulb replacements in controller cabinets, as necessary.

5.3 Operation of Automatic Irrigation Controllers

Where the operation of automatic irrigation controllers is required as part of this Contract the Contractor shall:

- a. Not duplicate any coded City key furnished by the City of access and operation of the controller.
- b. Surrender all keys furnished by the City, promptly at the end of the Contract Term, or at any time deemed necessary by the Contract Administrator to prevent serious loss to the City of San Diego.
- c. Protect the security of the City's property by keeping controller cabinet and building doors locked at all times.
- d. Refrain from using premises behind locked doors for storage of materials, supplies, or tools except as approved by the Contract Administrator.

6. Safety Requirements

All work under this Contract shall be performed in such manner as to provide maximum safety to the public and, where applicable, to comply safety standards required by the federal Occupational Safety and Health Administration (OSHA) and the State of California's Division of Occupational Safety and Health (Cal/OSHA). The Contract Administrator reserves the right to issue restraint or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this Contract.

7. Hazardous Conditions

7.1 The Contractor shall maintain all Contract Sites and work sites free of hazards to persons and property resulting from Contractor's operations. Contractor shall immediately report to the Contract Administrator any hazardous conditions, within or affecting a Contract Site, noted by the Contractor which are not a result of the Contractor's operations.

7.2 During and after periods of rain, Contractor shall immediately address hazardous conditions resulting from rain, and shall maintain all Contract Sites in a safe condition, free from fallen branches and trees, plants, trash, and soil debris from gutters, storm drain inlets, and brow ditches.

8. 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:

- a. Cordon off the area where the material has been found, to the extent possible.
- b. Immediately call 911 (Fire Department) and provide all relevant information possible:
 - i. Finder's name and company;
 - ii. Specific location of material;
 - iii. Try to determine:
 - (1) Number, size, and types of containers
 - (2) Description of labels
 - (3) Spillage to soil, pavement, water
 - (4) Description: solid, liquid, color
 - (5) Any danger to public
- c. Inform the appropriate supervisor and the City Contract Administrator as soon as possible.
- d. Remain at site until the Fire Department arrives.
- e. Do not move, touch, or sniff any of the material.

9. Use of Chemicals

The Contractor shall submit sample labels and Safety Data Sheets for all chemical herbicides, insecticides, and rodenticides proposed for use under this Contract for approval by the Contract Administrator. Materials included shall be limited to chemicals approved by the State of California Department of Agriculture. The use of any chemical shall be based on the recommendations of a licensed PCA. Annual PCA Pesticide Recommendations are required for each pesticide proposed to be used under this Contract for this specific site and shall be submitted to the Contract Administrator. The use of chemicals shall conform to the current San Diego County Department of Agriculture regulations. No chemical herbicides, insecticides, or rodenticides, shall be applied until its use is approved, in writing, by the Contract Administrator as appropriate for the purpose and area proposed.

A Monthly Pesticide Use Report shall be submitted monthly with the Contractor's invoices for payment. This report shall include a statement of all applications of herbicides, insecticides, and rodenticides, detailing the chemical used, undiluted quantity, rate of application, are in which used, applicator's name and the date and purpose of the application. For months in which no pesticides are applied, state "No Pesticide Used" on the Monthly Pesticide Use Report.

10. Litter

10.1 Contractor Generated Trash

The Contractor shall promptly remove all debris generated by Contractor's pruning, trimming, weeding, edging and other work required in the Specifications of this Contract. Immediately after working in areas of public streets and park walks, gutters, driveways, and paved areas, the Contractor shall clean them with suitable equipment. A green waste tonnage report is required at the end of each calendar year.

10.2 Litter Pick-Up

In all Contract Sites, litter, including bottles, glass, cans, paper, cardboard, fecal matter, leaves, branches (any type and regardless of size), metallic items, cigarette butts, and other debris, shall be removed as shown in the Service Frequencies Schedule. The Contractor shall be responsible for paying any and all fees associated with the disposal of debris or trash accumulated during the performance of routine maintenance activities described above.

10.3 Hazardous Litter

Hazardous litter, including but not limited to wire, broken glass, jagged metal, and similar kinds of litter, shall be immediately picked up and removed from the site by the Contractor upon notice or observation thereof.

G. CONTRACT ADMINISTRATION

The Contract Administrator for this Contract is the City Parks and Recreation Department's designee specified on Notice to Proceed letter issued under this Contract. The Contract Administrator will provide daily oversight of this Contract to ensure compliance to the scope of work and/or performance to Contract Specifications. The Contract Administrator, or designee, is also responsible for oversight of all invoice payments and billing questions for Purchase Orders issued under this Contract.

The Purchasing Agent shall be responsible for all contractual matters and is the only individual authorized to make changes of any kind to the Contract. The Contractor shall not rely upon any oral change from anyone, or a written request for change from someone other than the Purchasing Agent. All changes must be in writing, signed by the Purchasing Agent.

H. FAILURE TO PERFORM SATISFACTORILY

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

The City shall perform inspections of the Contract Sites to ensure that staffing and maintenance is adequate and that all work complies with these Specifications. Discrepancies and deficiencies will be noted on Field Inspection Notices (FIN) and shall be corrected within the time frame specified. If the Contractor fails to take corrective action within the noted time frame on the FIN, the City may withhold payment and/or proceed with termination of the contract. If City finds, upon inspection, that staffing on a Contract Site does not meet Contract Specifications, Contract Administrator may withhold payment for charges associated with the staffing deficiency. Billing adjustments for unsatisfactory service shall be a permanent retention of the estimated monthly cost for work that is incomplete or deficient as stated herein.

When negligence on the part of the Contractor results in excessive use or waste of irrigation water, the estimated cost of this water shall be deducted from the Contract payment. Any monetary fines or other damages assessed to the City for failure to follow water conservation regulations imposed by the State of California, the County Water Authority, or other legal entity will be the responsibility of the Contractor unless cause to the contrary is substantiated to the satisfaction of the Contract Administrator.

I. PAYMENTS WITHHELD

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

1. Work required in the Specifications which is defective, incomplete, or not performed.
2. Staffing not provided as required under the Specifications or as proposed by Contractor.
3. Claims filed against the City for damage caused by the Contractor's acts or omissions, or reasonable evidence indicating probable filing of such claims.
4. Failure of the Contractor to make payments properly to Sub-Contractors for materials or labor.
5. A reasonable doubt that the Contract can be completed for the balance then unpaid.

J. INVOICING PROCEDURES

The Contractor shall be paid in accordance with Article III of the City's General Contract Terms and Provisions for work performed satisfactorily. The Contractor shall be paid monthly, in arrears, for work performed satisfactorily. Billing shall be in accordance with the current Purchasing Contract, allowing for City approved adjustments if any. Invoices shall be submitted to the Contract Administrator or designee, at the address specified on the Purchase Order(s).

The Contractor shall submit an invoice to the Contract Administrator by the tenth of the following month in which work was performed. The invoice shall reference the purchase order number, include a description of the work performed in each maintenance category outlined in the Contract, and correspond with the Pricing Agreement provided by Purchasing and Contracting Department.

Any invoices for payment related to Extraordinary Labor and/or Extraordinary Work shall include the location the work was performed and attached written authorization from the Contract Administrator approving Extraordinary Labor and/or Extraordinary Work. Failure to do so will result in payment being withheld for such services. Compensation for materials associated with Extraordinary Labor shall be the wholesale cost of the items involved plus 10 percent for the Contractor's cost of handling.

A Monthly Pesticide Use Report shall also be submitted in accordance with Exhibit B, Paragraph F, Subsection 9. This report shall accompany the above invoice.

K. WATER CONSERVATION

Water conservation shall be diligently practiced. Irrigation shall be done in a manner to minimize run-off or other wastage. Failure to properly manage and conserve water resources may result in deductions or other penalties. The Contractor shall turn off irrigation systems during periods of rainfall and at such other times when suspension of irrigation is desirable to conserve water and to remain within the guidelines of good horticulturally acceptable landscape maintenance practices. Irrigation run times shall be adjusted weekly to compensate for current weather conditions (unless/until a weather based controller is installed).

RECLAIMED WATER:

Reclaimed water is used to irrigate the landscaped areas in this contract. The Contractor is required to adhere to all rules and regulations for reclaimed water use in the City.

In accordance with the Regional Water Quality Control Board, the on-site Field Supervisor must have a Recycled Water Site Supervisor Certification. In addition, the City requires the Irrigation Specialist to possess the same certification. Proof of the above certification must be provided to the Contract Administrator at time of award.

The County Department of Health conducts quarterly inspections of all faucets and sprinkler heads, and checks for compliance with recycled water regulations.

L. IRRIGATION WATER - COSTS

The City of San Diego shall bear all the costs for water used in the maintenance of sites covered by this Contract with the exception of negligent water waste, which will be charged to the Contractor.

M. METHOD OF PERFORMING WORK

1. Irrigation

1.1 Irrigation shall be done by the use of automatic, mechanical sprinkler systems where available and operable; however, failure of the existing irrigation system to provide full and proper coverage shall not relieve the Contractor of the responsibility to provide adequate irrigation with full and proper coverage to all areas.

In those areas where a manual sprinkler system (including drip) is installed, the Contractor shall once a week, thoroughly inspect the operation of the system for any malfunction. The Contractor shall advise the Contract Administrator within 24 hours of those malfunctions.

The Contractor shall maintain all sprinkler systems in such a way as to guarantee proper coverage and full working capability, and shall make whatever adjustments may be necessary to prevent excessive run-off into street rights-of-way or other areas not meant to be irrigated.

All areas not adequately covered by a sprinkler system shall be irrigated by a portable irrigation method. The Contractor shall furnish all hoses, nozzles, sprinklers, etc. necessary to accomplish this supplementary irrigation. Care shall be exercised to prevent water waste, erosion, and/or detrimental seepage into existing underground improvements or structures. The cost of wasted water may be charged to Contractor as explained in Exhibit B, **Paragraphs K-M**.

1.2 Irrigation shall be accomplished as follows:

a. Landscaped improved banks and slopes shall be irrigated Monday through Thursday as required to maintain horticulturally acceptable growth and color, and to encourage deep rooting.

b. Shrub beds shall be irrigated as required to maintain horticulturally acceptable growth and color, and to promote deep rooting. Shrub areas shall be irrigated at a rate which keeps surface runoff to a minimum. The irrigation rate shall be adjusted to the needs of shrub types, seasons and weather conditions.

c. Newly Planted Trees, Shrubs, and Groundcover shall receive special attention until these plants are established. Adequate water and fertilizer shall be applied to promote normal, healthy growth. Proper berms or basins shall be maintained during the establishment period.

1.3 The Contractor shall comply, at all times, with the current level of the Emergency Water Regulations (see San Diego Municipal Code section 67.38) and any adopted City policies or procedures with respect to water usage and /or irrigation, as amended from time to time. The Contractor must obtain prior written approval from the Contract Administrator before exceeding any applicable water regulations.

When excessive use or waste of irrigation water results from the Contractor's or any Subcontractor's performance under this Contract, the estimated cost of such water shall be deducted from the City's payment. The Contractor shall also pay any monetary fines or other damages assessed to the City for failure to follow water conservation regulations imposed by the State of California, The County Water Authority, or other legal entity arising out of performance of this Contract.

2. Pruning Shrubs and Groundcover Plants

All shrubs and groundcover plants growing in the work areas shall be pruned as required to maintain plants in a healthy, growing condition; to maintain plant growth within reasonable bounds; and to prevent encroachment of passage ways, walks, streets, or view of signs; or encroachment in any manner deemed objectionable by the Contract Administrator. Dead or damaged limbs shall be removed with sharp pruning tools, with no stubs remaining. Any pruning cut which exceeds 2" in diameter shall be sealed with an approved pruning paint when required by the Contract Administrator. Pruning shall be done so as to permit plants to grow naturally in accordance with their normal growth characteristics except where box hedging is required by the Contract Administrator. Shearing, hedging or severe pruning of plants, unless authorized by the Contract Administrator, shall not be permitted. Contractor shall perform any and all corrective pruning methods to all plant materials as directed by the Contract Administrator. This includes but is not limited to the pruning of plants which have been hedge pruned in the past in order to return them to their natural growth characteristics. Contractor shall perform all such pruning including the removal of pruned materials at no additional cost to the City. Growth regulators shall not be used.

3. Tree Maintenance

3.1 All trees shall be maintained in their natural shapes. Pruning shall 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. The Contractor shall, as part of this Contract be responsible for tree pruning that can be accomplished with a 12' pole saw by a worker standing on the ground. Trees shall not be topped. The Contractor shall bring to the attention of the Contract Administrator within 24 hours any tree that shows signs of root heaving or leaning, or is in any manner a safety hazard.

The Contractor shall be responsible for the complete removal and replacement of those trees lost due to Contractor's faulty maintenance or negligence, as determined by the Contract Administrator. Replacement shall be made by the Contractor in the kind and size of tree determined by the Contract Administrator. Where there is a difference in value between the tree lost and the

replacement tree, the difference will be deducted from the Contract payment. In all cases, the value of the tree lost shall be determined by the Contract Administrator, using the latest International Society of Arboriculture (I.S.A.) guidelines for value determination.

3.2 All newly planted trees shall be securely staked with two “lodge pole” type stakes placed on opposite sides of the tree, outside the root ball, and secured to the tree with at least two flexible rubber tree ties.

3.3 Tree ties shall be inspected regularly to ensure against girdling and abrasion.

3.4 Trees and shrubs that are uprooted and/or broken due to storms, regardless of size, shall be up righted immediately, if possible. If this is not possible, they shall be removed immediately (including roots) and the holes must be filled. The Contractor shall be responsible for paying any and all fees associated with the disposal of tree debris under the terms of this contract.

4. Fertilization

4.1 The Contractor shall inform the Contract Administrator at least 48 hours before beginning any fertilization and shall have previously submitted a Safety Data Sheet (SDS), schedule of application showing the site, date, and approximate time of application of the fertilizer. Submission of the fertilizer schedule does not release the Contractor from any of the other obligations described in this Subsection 4 or any other provisions. The fertilization schedule, regardless of its intensity, timing, or the number of sites covered daily or weekly, shall not excuse the Contractor from performing any other work regularly required under this contract.

Fertilizer shall be delivered to the site only in the original unopened containers bearing the manufacturer’s guaranteed analysis. Damaged packages will not be accepted. The Contractor shall furnish the Contract Administrator with duplicate signed and legible copies of all certificates and invoices for all fertilizer to be used in this contract. The invoices must state the grade, amount, and quantity received. Both the copy and invoice to be retained by the City and the Contractor’s copy must be signed by the Contract Administrator, on site, before any material may be used.

The Contractor may not begin the actual application until the obligations in the preceding paragraph have been complied with.

4.2 Fertilizers shall be applied at the rates specified below:

a. One pound of actual nitrogen per 1,000 square feet of planted area shall be applied to shrubs, vines, groundcovers, and trees as specified.

b. Acceptable complete fertilizers include, but are not limited to the following: Nitra King 22-3-9-(S), Turf Supreme 16-6-8, or Turf Supreme 16-6-8 with Best-Cote 15-5-7.

c. Acceptable organic fertilizers include, but are not limited to, Milorganite or Gro-Power, which have been processed to remove excess levels of salt.

4.3 The Contractor's materials costs in their proposal shall reflect these specified fertilizers. The Contract Administrator reserves the right and authority to specify alternative fertilizer materials. No changes in fertilizer materials shall be utilized without written approval from the Contract Administrator prior to the fertilizer application. The Contractor shall provide cost per bag with proposal submittal.

As deemed necessary by the Contract Administrator to achieve required results, other materials including, but not limited to, iron chelate, soil sulfur, gypsum, surfactant enzymes such as Sarvon or Naiad, etc., may be needed and shall be applied as necessary at the Contractor's expense.

4.4 Adequate irrigation shall immediately follow the application of fertilizers and/or amendments to force fertilizer material to rest directly on the soil surface. Drip irrigated areas shall be adequately hand watered using quick coupler valves and hoses to dissolve fertilizer.

Fertilization must occur in prescribed months, and shall be accomplished in a manner so as to achieve an even green. If fertilization results are patchy, remedial fertilizer must be applied immediately.

5. Weed Control

5.1 Weeds shall be removed from all shrub and groundcover beds, planters, tree wells, cracks in paved areas, including sidewalks, and areas covered with ornamental rocks, as shown in Service Frequencies Schedule. This means complete removal of all weed growth. For the purpose of this specification, a weed will be considered "any undesirable or misplaced plant". Weeds shall be controlled by manual, mechanical, or chemical methods.

5.2 The Contract Administrator may restrict the use of chemical weed control in certain areas.

5.3 Center Island maintenance shall include the removal of weed growing in all paved or unpaved surfaces of the Center Island.

6. Disease and Pest Control

The Contractor shall regularly inspect all landscaped areas for presence of disease, insect, or rodent infestation. The Contractor shall advise the Contract Administrator within four days if disease, insect, or rodent infestation is found; Contractor shall identify the disease, insect, or rodent and specify control measures to be taken. Upon approval of the Contract Administrator, the Contractor shall implement the approved control measures, exercising extreme caution in the application of all sprays, dusts, or other materials utilized. Approved control measures shall be continued until the disease, insect or rodent is controlled to the satisfaction of the Contract Administrator. The Contractor shall utilize all safeguards necessary during disease, insect, or rodent control operations to ensure safety of the public and the employees of the Contractor, in accordance with current standard practices accepted by the State of California Department of Food and Agriculture. If Contractor is unable to control the pest or disease, a pest control company will be hired and the billing will be deducted from Contractor's monthly payment.

All individuals who supervise the mixing and application of herbicides, insecticides, and rodenticides shall possess valid Qualified Applicators Certificate for Category B issued to them by the State Department of Food and Agriculture and submit to the Contract Administrator within 30 days of expiration a copy of the valid certificate.

7. Replacement of Plant Material

The Contractor shall notify the Contract Administrator within four days of the loss of plant material due to any cause.

7.1 The Contractor shall supply, at its own expense, the labor and all materials to replace any tree, shrub, groundcover, or other plant which is damaged or lost as a result of Contractor's faulty maintenance or negligence. The size and species of replacement plant materials shall be as directed by the Contract Administrator.

7.2 In order to ensure maximum healthy growth and overall aesthetic appearance of planting in the work area, it may be desirable to replace certain plants. The necessity or desirability of such plant replacement shall be determined by the Contract Administrator. If for any reason, such plant replacements are deemed necessary, the City will pay for labor at the Contractor's extraordinary labor rate in accordance with rates quoted for Extraordinary Labor. For plantings, plant material shall be reimbursed to the Contractor at the wholesale cost of the plants required plus 10 percent for the Contractor's cost of handling.

8. Groundcovers

Groundcovers are low growing plants that grow in colonies to form a solid mat over the surface of the ground. They spread by rhizomes, by stolons or by roots which form at the nodes of trailing branches that come in contact with the soil. The plants give a flat or two-dimensional effect to the landscape; such plants include, but are not limited to: arctotheca, osteospermum, trailing gazania and lantana, ivy, trachelospermum, baccharis, and varieties of ice plant and myoporum.

8.1 Irrigation

All areas planted with groundcovers shall be adequately irrigated and fertilized to maintain the planting in a healthy condition. Frequent, light irrigations shall be avoided.

8.2 Edging

Groundcover beds shall be maintained within their intended bounds and shall not be permitted to encroach into lawns, shrub beds, sidewalks, or adjacent areas, or to encroach in any manner deemed undesirable by the Contract Administrator. Edging is to be completed as specified in the Service Frequencies and shall include all fixtures (e.g., fire hydrants, manhole covers, meter boxes, valve boxes, quick couplers, gate valves). All edging must have a clean cut with the cut perpendicular to the hard surface and not removed from it. Chemical edging is unacceptable.

8.3 Pruning

All groundcover plantings shall be thinned and pruned as necessary to maintain them within their intended bounds, and at such other times as directed by the Contract Administrator for the health of the planting and the appearance of the site.

8.4 Replanting

Replanting will be required to maintain the continuity of the groundcover area, and replacements shall be as approved by the Contract Administrator, according to Exhibit B, Paragraph M, Subsection 7, **Replacement of Plant Material**.

8.5 Cultivation

The open soil between plants shall be cultivated where the planting permits.

9. Facility Maintenance

9.1 Sidewalks and Paved Areas (Including Paved Center Islands)

All sidewalks and other paved surfaces shall be maintained in a safe, non-hazardous, and useable condition at all times. The Contractor shall remove fecal matter, stones, glass, paper, leaves, twigs, and all other debris from paved areas. Any damage or repairs required shall be reported within 24 hours to the Contract Administrator. See Service Frequencies Schedule.

9.2 Repair of Damage or Malfunction

Damage to or malfunction of any facility not specifically provided for shall be reported within 24 hours to the Contract Administrator.

9.3 Pedestrian Bridge

9.3.1 The Contractor shall maintain Pedestrian Bridge in a clean and safe condition at all times. The Contractor shall remove trash, foreign substances, cobblestones, dangerous objects, and other debris from the area. Any damage to or malfunction of lighting, railing, fencing or walking surface shall be reported within twenty-four (24) hours to the Contract Administrator.

9.3.2 Contractor shall perform visual safety inspections of the Pedestrian Bridge daily. The following is a list of inspections and maintenance items that must be checked and completed on a daily basis:

- Visually inspect all areas of the bridge including, surfacing, adjacent hardscape, and surrounding area to identify safety hazards (trash, glass, needles, sharp objects, fecal matter, etc.). The Contractor shall always have personal protective equipment and supplies when conducting inspections.
- Remove foreign objects (branches, twigs, rocks, banners or anything that doesn't belong) from fencing.

- Clean platforms, sidewalks, and any other surfaces to remove slipping and/or health hazards (fecal matter, debris, spilled drinks, food, etc.)
- Report, remove or paint over graffiti (removal preferred) within twenty-four (24) hours to the Contract Administrator.

10. Inspection

10.1 The Contractor shall provide comprehensive ongoing inspection of the Contract Sites. This inspection shall be performed by the Field Supervisor as well as a Non-Working Supervisor who shall provide the Contract Administrator with a written punch list each week of items requiring remedial action or attention together with dates when the required work will be performed. Failure to provide such a punch list will indicate that no remedial action is required and that all work has been performed in accordance with the Contract Specifications.

10.2 The City shall provide continuing inspection of the work area to ensure that maintenance is adequate and that all work complies with these Specifications. Discrepancies and deficiencies will be noted on FIN and shall be corrected within the time frame specified. If the Contractor fails to take corrective action within the noted time frame on the FIN, the City may withhold payment and/or proceed with termination of the contract.

11. Site Inspection and Turnover

11.1 Approximately thirty days prior to the end of the Contract Term, the Contract Administrator will inspect the Contract Sites with the current Contractor to ensure that sites are turned over at the end of the Contract Term in a condition that conforms to the Contract Specifications. If a new Contractor is to perform thereafter, the new Contractor shall be a part of the inspection party. Any deficiencies found in the specified maintenance level shall be noted and presented to the current Contractor in writing. The City shall be the sole judge as to what constitutes a deficiency. The current Contractor shall correct all deficiencies noted by the end of the Contract Term. If the current Contractor fails to correct the noted deficiencies and turns over the Contract Sites in an unacceptable condition, as determined by the Contract Administrator, the City will correct the deficiencies that remain. All costs incurred by the City to correct deficiencies will be deducted from the current Contractor's final payment. The City shall be the sole judge as to what constitutes a reasonable cost for work authorized.

11.2 Approximately ten days after commencing work, the Contractor shall tour Contract Sites with the Contract Administrator. The Contract Administrator may authorize a mutually agreed upon one-time payment to the Contractor for correcting any identified and agreed upon deficiencies. If payment and work are authorized, the Contractor shall bring the Contract Sites into compliance with these Contract Specifications and thereafter maintain them at that level.

12. Traffic Control Plans

On those occasions when the requested work requires a street, sidewalk, alley, or bikeway to be blocked, wholly or partially, the Contractor is to comply with the traffic control plans as prescribed in Chapter 5 of the Caltrans Traffic Manual Traffic Control for Construction and Maintenance Work Zones. Information and the required written notices shall be obtained from the City of

San Diego Traffic Engineering Division, Plan Check Counter, 1222 First Avenue, San Diego, CA 92101, phone (619) 446-5284. The required written notice must be filed prior to commencing work in the impacted area.

13. Turf Maintenance

13.1 Mowing

13.1.1 Turf shall be mowed in accordance with the Service Frequencies.

13.1.2 The Contractor shall mow all turf grass in the Contract Sites so that no more than 1/3 of the grass blade is removed during each mowing in returning the grass to the accepted height for the species of grass being mowed in inclement weather may preclude adherence to the frequency schedule; the Contractor may request that the Contract Administrator alter mowing frequency because of rain or prolonged cold. A missed mowing cannot be “made up” by mowing twice in the subsequent week(s).

13.1.3 Mowing must be done in a neat pattern. Mowing patterns are to be alternated to avoid compaction of soil. Contractor shall immediately clean all sidewalks after mowing. Cuttings shall be removed from all hardscape and turf areas and not blown into the street or shrub beds. Contractor shall report wet soggy areas in turf due to over watering or leaks to the Field Supervisor immediately.

13.1.4 Mowing Equipment shall be maintained so as to provide a smooth, even cut without tearing. The blade adjustment shall provide a uniform, level cut without ridges or depressions. The mower blades shall be kept sharp. Equipment shall not be allowed to create ruts or depressions in the turf.

13.2 Edging

All turf shall be edged in accordance with the Service Frequencies.

The Contractor shall edge all turf areas in the Contract Sites that are adjacent to improved surfaces. Where no improved surfaces exist, turf edges shall be maintained if the turf area abuts a shrub bed or property line or any other area where turf delineation is required by the Contract Administrator. All edging must have a clean cut with the cut perpendicular to the hard surface and not removed from it. Contractor shall edge all fixtures (e.g., fire hydrants, manhole covers, meter boxes, valve boxes, quick couplers, gate valves). Chemical edging is unacceptable.

13.3 Renovation

13.3.1 Renovation shall be the operation approved by the Contract Administrator that removes accumulated thatch from turf areas. A schedule of equipment to be utilized by the Contractor shall be submitted to the Contract Administrator at least ten days prior to beginning work. Refuse generated from renovation shall be removed from the work site no later than the day following renovation. Thatch and other debris left on the site overnight shall be completely contained in bags or burlap sheets so that it does not migrate to adjacent areas. A Work Schedule shall also be submitted showing the site, date, and time the actual operation is to be performed,

and the Contractor shall not begin the actual renovation until approval is given by the Contract Administrator for the type of equipment and Work Schedule. The Contract Administrator may delete the renovation requirement from a particular site

13.4 Aerification

13.4.1 The Contractor shall aerate all turf areas in the Contract Sites by core removal to a depth of two inches in accordance with the Service Frequencies. Under adverse conditions or where turf is suffering from compaction due to high use, aerification may be necessary at more frequent intervals. The frequency interval shall be as required to promote healthy, vigorous growth. Contractor shall inform Contract Administrator if, for any of these reasons, Contractor deems aerification beyond the frequencies listed in the Service Frequencies as necessary. Aerification beyond the frequencies listed in the Service Frequencies shall be considered Extraordinary Work and is subject to Exhibit B, **Paragraph X** of this Contract.

13.4.2 A schedule of aerification equipment to be used shall be submitted to the Contract Administrator ten days prior to beginning work.

13.4.3 In performing periodic operations as required herein, routine grounds maintenance services at the same work site such as, but not limited to, litter control, weed control, and irrigation shall continue without interruption.

N. CONTRACT SITES

The sites to be maintained under the terms of this Contract, as identified in this Section N and collectively referred to as the “Contract Sites,” are located within the Calle Cristobal MAD and are described in further detail below:

The sites to be maintained under the terms of this Contract, as identified in this Section N and collectively referred to as the “Contract Sites,” are located within the Calle Cristobal MAD and are described in further detail below:

1. **Calle Cristobal MAD “Area 2” – Category II: Street Medians Landscaped with Trees, Shrubs and Ground Cover:**
 - Calle Cristobal: Camino Ruiz to Avenida Del Gato, Thomas Hays to Prairie Wood Drive, Prairie Wood Drive to Windy Ridge Way, Windy Ridge Way to Caminito LaBar, Caminito LaBar to Camino Miranda, Camino Miranda to (670’) past Brenner Springs.
 - Sorrento Valley Blvd: Windward Ridge to Lopez Ridge, Sunny Mesa Road to Jasmine Crest, Jasmine Crest Drive to Greenshade, Greenshade to Juniper Park Lane.
2. **Calle Cristobal MAD, “Area 2” – Category III: Stamped Concrete Medians:**
 - Camino Ruiz: South of Calle Cristobal, North of Calle Cristobal.

- Calle Cristobal: Camino Ruiz to Avenida Del Gato, Thomas Hays Lane to Prairie Wood Drive, Prairie Wood Drive to Windy Ridge Way, Windy Ridge Way to Caminito LaBar, Caminito LaBar to Camino Miranda, Camino Miranda (670') past Brenner Springs, Brenner Springs to Caminito Propico, Caminito Propico to Camino Santa Fe.
 - Sorrento Valley Blvd: Camino Santa Fe to Sunny Mesa Road, Sunny Mesa Road to Jasmine Crest Drive, Jasmine Crest Drive to Greenshade. Greenshade to Juniper Park Lane, West of Sea Mist Way.
3. **Calle Cristobal MAD “Area 2” – Category V: Rights-of-Way and Areas Adjacent to Rights-of-Way Landscaped with Trees, Shrubs, Ground Cover and Hardscape:**
- Camino Ruiz: East side of Aquarius Drive to North of Calle Cristobal, West side Aquarius Drive to North of Calle Cristobal. East side from Calle Cristobal North 134', West side from Calle Cristobal North 134'.
 - Calle Cristobal: North side Camino Ruiz to Lorirae Place, North side of Lorirae Place to Avenida Del Gato, North side Avenida Del Gato to Thomas Hays Lane, North side Thomas Hays Lane to Prairie Wood Drive, North side Prairie Wood Drive to Acama Court, North side Acama Court to Windy Ridge Way, North side Windy Ridge Way to Frames Port, North side Frames Port to Camino Miranda, North side Camino Miranda to end of wall; South side of Camino Ruiz to Lorirae Place, South side Lorirae Place to Avenida Del Gato, South side of Avenida Del Gato to Corley Court, South side Corley Court to Prairie Wood Drive, South side Prairie Wood Drive to Acama Court, South side Acama Court to Windy Ridge Way, South side Windy Ridge Way to (370') East of Caminito LaBar, South side Caminito LaBar to Camino Miranda, South side Camino Miranda to Brenner Springs, south side Brenner Springs (West 370').
4. **Calle Cristobal MAD “Area 2” – Category X(a): Mini Park Landscaped with Turf, Trees, Shrubs and Ground Cover.**
- Calle Cristobal Blvd: Turf area on south side of Calle Cristobal west of Acama Court.
5. **Calle Cristobal MAD “Area 2” – Category X(b): Calle Cristobal Overlook Landscaped with Trees, Shrubs and Ground Cover. Approximately 40,720 square feet.**
- Calle Cristobal Blvd.
6. **Calle Cristobal MAD “Area 2” – Category XI: Gutters Approximately 51,944 lin. ft.**
- Camino Ruiz: East side, Aquarius Drive to North of Calle Cristobal. West side, Aquarius Drive to North of Calle Cristobal. East side, from Calle Cristobal to end of road. West Side, from Calle Cristobal to end of road. Median, North of Aquarius Drive. Median, South of Calle Cristobal.
 - Calle Cristobal Blvd: North side, Camino Ruiz to Lorirae Place. North side, Lorirae Place to Avenida Del Gato. North side, Avenida Del Gato to Thomas Hays Lane. North side, Thomas Hays Lane to Prairie Wood Drive. North side, Prairie Wood Drive to to

Acama Court. North side, Acama Court to Windy Ridge Way. North side, Windy Ridge Way to Frames Port Place. North side, Frames Port Place to Camino Miranda. North side, Camino Miranda to end of fence. South side, Camino Ruiz to Lorirae Place. South side, Lorirae Place to Avenida Del Gato. South side, Avenida Del Gato to Corley Court. South side, Corley Court to Prairie Wood Drive. South side, Prairie Wood Drive to Acama Court. South side, Acama Court to Windy Ridge Way. South side, Windy Ridge Way to Caminito LaBar.

- o Calle Cristobal – continued: Median, Camino Ruiz to Avenida Del Gato. Median, Avenida Del Gato to Thomas Hayes Lane. Median, Thomas Hayes Lane to Prairie Wood Drive. Median, Prairie Wood Drive to Windy Ridge Way. Median, Windy ridge Way to Caminito LaBar. Median, Caminito LaBar to Camino Miranda. Median, Camino Miranda to (West 670’) past Brenner Springs. 3 Medians West to Camino Santa Fe. & Medians, from Camino Santa Fe West to Sea Mist Way.

O. SERVICE FREQUENCIES

1. Calle Cristobal MAD “Area 2” – Category II: Street Medians Landscaped with Trees, Shrubs and Ground Cover

Irrigation Inspection	Bi-weekly, (which, for purposes of this Contract is once every other week), Contractor must thoroughly inspect all systems (including drip) to ensure complete electronic operation and proper distribution of water. Contractor must complete an Irrigation Checklist as each system is inspected and submit it to the Contract Administrator within 3 business days.
Maintenance and Repair of Irrigation Systems	As needed, to ensure proper operation of irrigation systems.
Litter Removal	Once per week, on Tuesday before 12:00 p.m. in order to keep all areas litter free.
Weed Removal	Bi-weekly to maintain areas in a weed free condition.
Edging	Once per month, edge curbs, sidewalks, and all fixtures (e.g. valve boxes, quick couplers, gate valves, walls, lights, etc.). All edging must be perpendicular to the hard surface and not removed from it. Chemical edging is unacceptable.
Pruning	Once every other month, to shape, train, and prevent encroachment into public thoroughfare/sidewalk or into other plant material, and to ensure clear visibility of all street signs and traffic signals. All sucker growth is to be removed as it appears. Prune to correct hazards and to remove all dead, diseased, or damaged limbs, as well as those limbs crossing or competing.

Fertilization – Complete	Two times per year, in January and September, to promote healthy plant growth.
Pest Control	Prompt remedial action as necessary to maintain plant material in optimum condition.
Fungicide or other Special Treatment	Prompt remedial action as necessary to maintain plant material in optimum condition.
Plant Replacement	As deemed necessary by Contract Administrator to replace plant material damaged or killed due to Contractor’s negligence.

2. **Calle Cristobal MAD “Area 2” – Category III: Stamped Concrete Medians**

Litter Removal	Once per week, on Tuesday before 12:00 p.m., to keep all areas litter free.
Weed Removal	Bi-weekly to maintain areas in a weed free condition.
Sweeping – Stamped Concrete	Two times per year in January and July, to keep areas free of dirt, sand, leaves, and other debris. All gutters must be swept with a broom. Blowers shall not be used.

3. **Calle Cristobal MAD “Area 2” – Category V: Rights-of-Way and Areas Adjacent to Rights-of-Way Landscaped with Trees, Shrubs, Ground cover and Hardscaped**

Irrigation Inspection	Bi-weekly, Contractor must thoroughly inspect all systems (including drip) to ensure complete electronic operation and proper distribution of water. Contractor must complete an Irrigation Checklist as each system is inspected and submit it to the Contract Administrator within 3 business days.
Maintenance and Repair of Irrigation Systems	As needed, to ensure proper operation of irrigation systems.
Litter Removal	Every week, to keep all areas litter free.
Weed Removal	Bi-weekly to maintain areas in a weed free condition.
Edging	Every month, edge curbs, sidewalks, and all fixtures (e.g. valve boxes, quick couplers, gate valves, walls, lights, etc.). All edging must be perpendicular to the hard surface and not removed from it. Chemical edging is unacceptable.

Pruning – Trees, Shrubs and Vines.	Six times per year, to shape, train, and prevent encroachment into public thoroughfare/sidewalk or into other plant material, and to ensure clear visibility of all street signs and traffic signals. All sucker growth is to be removed as it appears. Prune to correct hazards and to remove all dead, diseased, or damaged limbs, as well as those limbs crossing or competing. Vines must be secured to wall.
Fertilization	Two times per year, in January and September, to promote healthy plant growth. Fertilizer to be hand watered on drip medians.
Pest Control	Prompt remedial action as necessary to maintain plant material in optimum condition.
Fungicide or other Special Treatment	Prompt remedial action as necessary to maintain plant material in optimum condition.
Sweeping - Sidewalks	Once per week, to keep areas free of dirt, sand, and other debris.

4. **Calle Cristobal MAD “Area 2” – Category X(a): Mini Park Landscaped with Turf, Trees, Shrubs and Ground Cover**

Irrigation Inspection	Bi-weekly, Contractor must thoroughly inspect all systems (including drip) to ensure complete electronic operation and proper distribution of water. Contractor must complete an Irrigation Checklist as each system is inspected and submit it to the Contract Administrator within 3 business days.
Maintenance and Repair of Irrigation Systems	As needed, to ensure proper operation of irrigation systems.
Litter Removal	Once per week, Tuesday before 12:00 p.m., to maintain areas litter-free.
Weed Removal	Bi-weekly to maintain areas in a weed-free condition.
Mowing	Once per week, on Tuesday. Raking to remove mowing clippings must be done with every mowing.
Edging – Turf	Once per week, on Tuesday, edge curbs, sidewalks, and all fixtures (e.g. valve boxes, quick couplers, gate valves, walls, lights, etc.). All edging must be perpendicular to the hard surface and not removed from it. Chemical edging is unacceptable.

Edging – Ground Cover	Once per month, edge curbs, sidewalks, and all fixtures (e.g. valve boxes, quick couplers, gate valves, walls, lights, etc.). All edging must be perpendicular to the hard surface and not removed from it. Chemical edging is unacceptable.
Pruning	Once every other month, six times per year, to shape, train, and prevent encroachment into public thoroughfare/sidewalk or into other plant material, and to ensure clear visibility of all street signs and traffic signals. All sucker growth is to be removed as it appears. Prune to correct hazards and to remove all dead, diseased, or damaged limbs, as well as those limbs crossing or competing.
Fertilization – Complete	Two times per year, in January and September, to promote healthy plant growth.
Pest Control	Prompt remedial action as necessary to maintain plant material in optimum condition.
Fungicide or other Special Treatment	Prompt remedial action as necessary to maintain plant material in optimum condition.
Plant Replacement	As deemed necessary by Contract Administrator to replace plant material damaged or killed due to Contractor's negligence.
Renovation	Once per year, in June or July, to ensure turf health. Renovation shall be accomplished in conjunction with fertilization.
Aerification	Two times per year, to ensure turf health. Aerification shall be accomplished prior to fertilization. To be determined by contract administrator.

5. Calle Cristobal MAD “Area 2” – Category X(b): CALLE CRISTOBAL OVERLOOK

Irrigation Inspection	Bi-weekly, Contractor must thoroughly inspect all systems (including drip) to ensure complete electronic operation and proper distribution of water. Contractor must complete an Irrigation Checklist as each system is inspected and submit it to the Contract Administrator within 3 business days.
Maintenance and Repair of Irrigation Systems	As needed, to ensure proper operation of irrigation systems.

Litter Removal	Once per week, on Tuesday before 12:00 p.m., to keep all areas litter free.
Weed Removal	Twice per month, to maintain areas in a weed-free condition.
Pruning	Once every other month, six times per year, to shape, train, and prevent encroachment into public thoroughfare/sidewalk or into other plant material, and to ensure clear visibility of all street signs and traffic signals. All sucker growth is to be removed as it appears. Prune to correct hazards and to remove all dead, diseased, or damaged limbs, as well as those limbs crossing or competing.
Fertilization – Complete	Two times per year, in January and September, to promote healthy plant growth.
Pest Control	Prompt remedial action as necessary to maintain plant material in optimum condition.
Fungicide or other Special Treatment	Prompt remedial action as necessary to maintain plant material in optimum condition.
Plant Replacement	As deemed necessary by Contract Administrator to replace plant material damaged or killed due to Contractor's negligence.
Sweeping	Once per week, to keep sidewalk/walkways free of sand, dirt, and other debris.

P. ESTIMATED HOURS

City staff estimates approximately 6,760 annual hours are required to fulfill all routine task frequencies required by this contract.

1. The hours and material costs listed in Section P and Section Q are estimates required to accomplish tasks in a satisfactory manner. Contractor shall recognize that all hours listed on Schedules of Task Costs are based on historical data and observation by City staff.

Q. MATERIALS

1. Contractor must be able to verify any and all material costs and quantities listed in its proposal. Upon request, contractor shall provide information for material(s) identifying and verifying various vendors, (company name, address, phone number and contact person), along with cost quotes for each individual material submitted for consideration.

2. The contract administrator shall evaluate all material costs associated with tasks specified under this contract and may reject any proposal that under or over estimates the material costs associated with task requirements. It is recommended that contractor consider all factors including project square footage, task frequencies, and specifications impacting material costs.

3. Cost Estimates

City staff estimates over \$6,750.00 in annual material costs, inclusive of approximately \$3,750.00 in fertilizer costs, \$2,000.00 in annual mulch replacement costs for and an estimated \$1,000.00 in annual irrigation material costs, will be required by the contractor to fulfill all routine task frequencies under this contract in accordance with market pricing at time of award of contract.

City's estimate is based on current market pricing. It is recommended that contractor include any/all material costs including irrigation, weed control, litter control, fertilization, dumping, etc., on the schedule of task costs pages.

R. FERTILIZATION

Fertilizer shall be hand watered in using quick coupler valves and hoses on those areas with drip irrigation systems. The Contract Administrator shall specify which complete and organic fertilizers shall be applied. Specific fertilizer type/brand and application rates are specified in proposal Specifications herein.

In accordance with Specifications including square footage specified, Contractors are required to provide the following materials. Fertilizer bag quantities listed are 50 pound bags/each:

1. 225 bags – Best Turf Supreme 16-6-8 or 201 bags – Best Nitra King 19-4-4- with 2.2% iron.
2. 54 bags – Milorganite 6-2-0 or similar

S. PLANT MATERIAL MAINTENANCE

1. All groundcovers; including those which are planted at the top of slopes adjacent to private limits/boundaries, and adjacent to other shrubs, groundcovers or turf shall be maintained to keep plant growth within reasonable bounds. They shall be maintained to prevent encroachment of passage ways, walks, streets, or view signs or encroachment in any manner deemed objectionable by the Contract Administrator. Contractor is required to mechanically or chemically control this groundcover to prevent encroachment onto private lots.

2. Contractor is required to prevent encroachment of plant materials from private lots or open space into areas maintained under this contract. Care shall be taken to ensure that plant material(s) inside fences on private lots is not injured or damaged by Contractor's actions. Plant materials within the District shall be maintained to prevent encroachment onto private walls, fences, etc.

3. Shrub pruning along major streets shall be completed within ten calendar days of its inception. Shrub pruning must be performed so as to maintain their natural appearance. Any mechanical hedging must be approved by the Contract Administrator.

4. Contract Administrator shall provide direction for performing maintenance of any/all pruning throughout the Calle Cristobal MAD at any time at no additional cost to the City.

T. PEST CONTROL

Pest control is a maintenance function of this contract and shall be required (as needed). Pests that have been encountered and abated in this area previously include:

1. Scale: Lantana
2. Scale: Olive
3. Scale: Ceonothus
4. Mildew
5. Fungus: Root Rot
6. Sooty Mold
7. Aphids: Oleander
8. Rats

The use of "Merit" has been instrumental in controlling the lantana scale and other hard to kill scales. Olive scale may require traffic control to properly spray trees. Fertilization of pesticides may be used where the Contractor has a pesticide recommendation from a qualified pesticide advisor.

U. STAFFING REQUIREMENTS

In addition to the requirements described in Paragraph F, Subsection 4, this Contract requires the following:

1. Staffing

- 1.1. At least 25 percent of an annual position (.25) for the Irrigation Specialist.
- 1.2. At least three Full Time Employee (FTE) positions for field labor crew employees.

2. Supervision

At least one working Field Supervisor shall be on duty eight hours per day, Monday through Friday. Work hours shall be between 6:00 a.m. to 6:00 p.m. with a half hour lunch break.

The Irrigation Specialist(s) must arrive on site no later than 7:00 a.m. and shall be employed by the successful Contractor at the time this Contract is awarded.

Field Supervisors and Irrigation Specialists are subject to the additional requirements below.

2.1. Field Supervisor(s)

2.1.1. Contractor shall have on the job site, at all times, competent Supervisors (may be working Field Supervisors) capable of discussing all matters pertaining to this Contract with the Contract Administrator. The working Field Supervisor must have all of the following: A minimum of three years of experience overseeing all phases of landscape maintenance and personnel for a site of comparable square footage, scope of work and plant materials; verifiable experience (knowledge, skills and abilities) in the identification of and maintenance practices for ornamental trees, shrubs and groundcover, exotic weeds and California native plants as required for proper maintenance of all areas; and, ability to communicate effectively (orally and in writing) with the Contract Administrator and with public citizens. It is desirable that the Field Supervisor have over three years of qualifying experience and highly desirable for the field supervisor to have over five years qualifying experience.

2.1.2. The onsite working Field Supervisor shall have a cell phone in their possession for communication with the Contract Administrator. A minimum of one qualified working Field Supervisor shall be on the job at all times work is being performed to provide the necessary supervision to ensure work is completed as specified by this Contract.

2.1.3. A resume of the assigned working Field Supervisor shall be submitted with proposal. Failure to do so may result in considering your proposal submittal as non-responsive.

2.1.4. The working Field Supervisor(s) shall be interviewed by the Contract Administrator and acceptance is subject to the Contract Administrator's approval. Payroll records may be utilized to verify experience. The working Field Supervisor must be employed by the successful Contractor at the time this Contract is awarded. Any changes in working Field Supervisor personnel must be submitted in writing to the Contract Administrator and is subject to approval based on compliance to the aforementioned requirements.

2.2. Irrigation Specialist(s)

2.2.1. Irrigation Specialist(s) must have all of the following: at least three years of experience with all aspects of irrigation system installation and maintenance to assure that all components are maintained in operable condition at all times; verifiable (resume) experience and will be interviewed for acceptance by the Contract Administrator; ability to communicate effectively (orally and in writing) with the Contract Administrator and with public citizens; knowledge and experience in programming controllers and irrigating plant material in addition to knowledge and experience in troubleshooting and repairing all irrigation components utilized in the district; and, must have completed approved training and has all certifications to work with reclaimed/recycled water. It is desirable that the Irrigation Specialist have over three years of qualifying experience and highly desirable that the Irrigation Specialist have over five years of qualifying experience.

2.2.2. An Irrigation Specialist serving as the Field Supervisor must meet all the qualifications and requirements of both Irrigation Specialist and Field Supervisor described in Paragraph F and Paragraph U. Failure to submit all required material for

the proposed Irrigation Specialist in connection with the Field Supervisor role may result in considering your proposal submittal as non-responsive

3. Personnel

3.1. The Contractor must have knowledge and personnel with experience having performed on projects of similar size and plant pallets. The native plant material(s) on this site require uncommon maintenance practices.

3.2. Adequate personnel must be assigned full time to this Contract during normal working hours, as well as including an on-site working Field Supervisor, Irrigation Specialist, and a crew to perform all other work.

3.3. The Monday through Friday full-time crew shall not be taken away from their routine Work Schedule to complete Extraordinary Labor assignments for miscellaneous projects. Exceptions include illegal dump pick-up, planting replacement plants (Contractor neglect) or specific litter situations beyond the routine litter or maintenance requirements of this contract. If Contractor has questions, Contractor shall contact the Contract Administrator.

3.4. The Contractor shall maintain a minimum of 3.25 full-time employees on site (excluding Non-Working Supervisor) during the normal working hours specified in this contract. The Contract Administrator will evaluate each Contractor's time submitted with respect to each individual proposal task and overall throughout each category. The Contractor shall ensure that these time elements meet the Contract Administrator requirements for full-time labor.

3.5. A minimum of one Field Supervisor and one laborer must be able to communicate in English, orally and in writing. These staff members must be part of the Monday through Friday full-time staff.

3.6. An Irrigation Specialist serving as the Field Supervisor must fulfill all job duties required of both the Irrigation Specialist and Field Supervisor described this Exhibit B.

3.7. Upon award of this Contract, Contractor shall submit, to the Contract Administrator, a complete list to include the full names of employees assigned to the job site. Contractor shall replace any and all missing crew members with other fully competent employees for the same work day. There will be no exceptions, unless approved by the Contract Administrator.

V. EQUIPMENT

1. The equipment listed below is required, and each must be stated on the "Contractor's Statement of Available Equipment" form:

- Chainsaw
- 1 smart phone per crew
- Turf Renovator
- Rotary & Reel Mowers
- Hedge Trimmer
- Hydro-Blaster with Hot Water capabilities

- Universal Remote Controller for Irrigation
- Aerator
- Greenery 40 yard Container
- Herbicide Sprayer
- Street Sweeper

2. At the time of the proposal, Contractor must either: (a) own all required equipment; or (b) have access to all required equipment.

3. As part of the proposal, Contractor must list all required equipment on the “Contractor’s Statement of Available Equipment” If Contractor does not own all required equipment, Contractor must submit leases or agreements that demonstrate that Contractor has access and rights to use the required equipment, and that the allowed use is sufficient for Contractor to perform the Specifications as described, including Service Frequencies, in this Contract. All such leases and agreements shall be subject to review and approval by the Contract Administrator.

W. BLOWERS

1. Unless specifically stated otherwise, blowers may be used at Contractor’s discretion. The Contractor will be held responsible for any damages incurred to persons or property related to use of subject blowers.

2. It is always a better choice to sweep where people and cars are present, especially when performing duties on the medians. Contractor must remove all dirt and debris from the site, and must not blow dirt or debris into streets or adjoining properties.

X. EXTRAORDINARY LABOR

1. The use of Extraordinary Labor for miscellaneous projects is 2,000 estimated at approximately hours annually. Contractor will utilize Extraordinary Labor for additional miscellaneous projects (Extraordinary Work) in the Calle Cristobal MAD. The Contractor must have the staffing, expertise, and knowledge to perform projects in a timely manner with a quality end product. Some priority projects may need to be done immediately. All Extraordinary Labor must be approved in writing by the Contract Administrator prior to conducting the Extraordinary Work.

2. Contractor may rent equipment necessary to complete the Extraordinary Work. If the Contractor has the equipment to perform the Extraordinary Work, Contractor may charge a rental fee at the current market rate for the equipment usage. If Extraordinary Work requires the purchase of goods, supplies, materials, or rental of equipment, the Contractor will be authorized to apply a ten percent (10%) markup fee on those items. The ten percent (10%) markup fee is not applicable to the Extraordinary Labor hourly rate. In addition, if the Contractor needs to use a Sub-Contractor for Extraordinary Work, the Contractor will be authorized to apply a ten percent (10%) markup fee for any and all Sub-Contractors services required. Only Sub-Contractors listed on the Contractor’s Statement of Sub-Contractors, or Sub-Contractors formally added to the Contract and approved by Purchasing and Contracting Department may be used. Contractor or an approved Sub-

Contractor will be compensated for additional debris removal resulting from Extraordinary Work, if approved by the Contract Administrator.

3. Some examples of Extraordinary Work include, but are not limited to the following:

- Planting and replanting areas as needed.
- Installing and repairing irrigation systems as needed.
- A Registered Consulting Arborist (RCA) for various tree needs (e.g., vehicle accidents, etc.) for revenue cost recovery. RCA must be able to testify as an expert in a Court of Law. Contractor shall include RCA's current hourly rate on the Contractor's Statement of Sub-Contractors form.
- Bee nest removals (if not on Contractor's staff, he/she must be included in the Contractor's Statement of Sub-Contractors form.
- Locate and repair damaged irrigation services or electrical services for broken lines, cut wires to controllers and valves, etc.
- Clean-up of illegal dumps.
- Spread wood chips/mulch.
- Pour concrete pads, (if concrete Contractor is not on Contractor's staff, he/she must be included in the Contractor's Statement of Sub-Contractors form.
- Replace irrigation controllers and irrigation cabinets.
- Slope failure repairs
- Soil Application
- Paint fixtures and signage
- Removal of non-native and/or evasive plant material

4. **Extraordinary Labor shall be used for the following types of Extraordinary Work:**

4.1 Extraordinary Labor Hours for Plantings

Based on historical knowledge, practices, and observation of operations at the Calle Cristobal MAD, City estimates that additional planting hours will be utilized when planting needs arise. Contractor shall agree to perform any and all planting needs at the quantities and hours noted below during the Contract Term. Estimated planting hours include all time required for complete plant installation, including but not limited to, the following: excavation of plant hole, mixing and addition of soil/amendments/fertilizers, installation of tree stakes, staking and tying (as needed), open plant container, plant, construct plant berms, watering, clean up, etc.

The quantities and number of hours listed below are to be utilized for Extraordinary Labor planting needs:

<u>Plantings and Related Work</u>	<u>Estimated Time</u>
Groundcover – Flat	4 flats per hour
<u>Shrub – 1- Gallon</u>	10 plants per hour

<u>Plantings and Related Work</u>	<u>Estimated Time</u>
Shrub – 5-Gallon	4-5 plants per hour
Shrub/Tree – 15-Gallon	2-3 plants per hour

All changes must be approved in advance and in writing by the Contract Administrator.

4.2 Extraordinary Labor Hours for Irrigation Systems

4.2.1 Contractor shall provide for the minor repair or replacement of certain components of existing irrigation systems, including, but not limited to: sprinkler system laterals (piping), sprinkler mains (pressure lines), vacuum breakers, sprinkler control valves, sprinkler controllers, sprinkler heads, sprinkler caps, sprinkler head risers, valve covers, boxes and lids (including electrical pull boxes and lids), valve sleeves and lids, quick coupler valves, and hose bibs. All replacement equipment must conform to the type and kind of existing system. Any compensation for irrigation parts or labor not in conformance with the existing system must be approved in writing by the Contract Administrator.

4.2.2 Certain portions of the irrigation systems within the Contract Sites may be equipped with new Smart Controllers as existing systems require replacement, or as otherwise determined by the Contract Administrator and subject to all applicable laws. Contractor may be required to provide a portable wireless device (smart phone or tablet) capable of accessing the internet and accessing the web based smart controller interfacing from off-site locations. In such case, irrigation system materials shall be provided by the City to Contractor.

4.2.3 Compensation for Extraordinary Labor shall be for the estimated repair times specified below using the labor rate specified on the proposal form. All repairs must be pre-approved by the Contract Administrator.

<u>Repairs to Sprinkler Irrigation Systems and Water Lines</u>	<u>Estimated Repair Time</u>
Broken lateral sprinkler line (surface)	0.5 hour
Broken lateral sprinkler line (subsurface)	1.0 hour
Damaged auto-sprinkler valve	1.5 hours
Damaged gate valve, manual control, or quick coupler valve	0.5 hour
Replace sprinkler head and/or riser (if digging required) and subsurface sprinkler does not include screw on shrub heads	0.25 hour
Replace solenoid or bleed plug	0.25 hour

4.2.4 Except as described above in this section 4.2 of **Paragraph X**, compensation for irrigation systems materials shall be at the cost of the items involved plus 10 percent markup fee for the Contractor's cost of handling.

4.3 Extraordinary Labor for Graffiti

4.3.1 Contractor must notify the Contract Administrator of any graffiti within the Contract Sites within 48 hours of discovery or otherwise receiving notice of the graffiti, whichever occurs first. Repairs necessary to correct damage due to graffiti may be performed by the City or by Contractor as Extraordinary Labor, subject to Contract Administrator approval.

4.3.2 All graffiti-related repairs, which includes labor and the purchase of any job-specific materials required to remove the graffiti or restore the impacted surface, must be pre-approved by the Contract Administrator.

4.3.3 Compensation for job-specific materials required to remove graffiti shall be actual cost plus a 10-percent markup fee for the Contractor's cost of handling. Compensation for graffiti removal shall be at the Extraordinary Labor Rate.

Y. SUBCONTRACTORS

During the Contract Term, functions/tasks may arise which require the need for professional services associated with the maintenance of the Calle Cristobal MAD. These functions/tasks may require license(s), certification(s), permit(s), etc. The Contractor shall list all Sub-Contractors on the Contractor's Statement of Sub-Contractors form. Requests must be submitted in advance for changes or additions to the Sub-Contractor's list and must be approved and incorporated into the Contract by the Purchasing and Contracting Department. Copies may be required upon request. Sub-Contractors include but are not limited to the following:

1. Pest Control Advisor
2. A Registered Consulting Arborist (RCA) for various tree needs. RCA must be able to be utilized as an expert in a court of law.
3. Concrete, masonry and asphalt work required as needed.
4. Certified Pest Control Operator for the removal and elimination of bee colonies/hives, vertebrates and other pests.
5. All irrigation system repairs, including electrical.
6. A painter certified, licensed and qualified for the painting of street and park security poles and fixtures.
7. A certified, licensed and qualified electrician to address security lights and up lighting.

Z. SCHEDULE OF TASK COSTS AND PRICING PAGES

1. Schedule of Task Costs and Instructions

1.1 The Contractor shall submit a one-time total cost for labor and materials for each of the tasks to be performed in each of the Contract Sites under this Contract. The Contractor should enter an hourly labor rate, the time required to accomplish the specified task one time, and multiply to produce the Labor Cost, add the Materials Cost which will provide the total cost for performing the task one time.

Example of how Exhibit B, Schedule of Task Costs must be completed:

Task	City's Hours per task	Labor Rate	Labor Costs	Material Cost	Total One-Time Cost	Annual Frequency	Annual Cost
Litter Removal	1	\$22.55	\$22.55	\$2.75	=\$25.30	x 52	=\$1315.60

1.2 Labor costs shall include all costs required to place and keep maintenance personnel on the job site, including but not limited to payroll and insurance costs. Material costs shall include the cost of materials plus any costs associated with transporting the materials to the job site. All material costs must be stated as such and shall not be included in the labor cost.

1.3 The Contractor may be required to justify its one-time cost based on the City's estimate of reasonable time to perform specific tasks and materials required. The City reserves the right to reject any proposal when, in its opinion, the Contractor cannot perform the contract in accordance with the specifications herein.

1.4 The information in Exhibit B, Schedule of Task Costs, may be used to determine amounts withheld for non-performance when inspections by the City indicate a specified task was not performed.

207

SCHEDULE OF TASK COSTS

All cells for each category must be filled out. If no cost, enter a zero (0). Failure to complete all cells may be cause for rejection.

CALLE CRISTOBAL "AREA 2" SEE ATTACHED MAP

Category II: "Area 2" Street Medians Landscaped with Trees, Shrubs and Ground Cover. Approximately 62,497 sq. ft.

TASK DESCRIPTION	CITY'S ESTIMATED HOURS	LABOR RATE	LABOR COST	MATERIALS COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
<u>Category II:</u>			Hourly Rate X Time				
• Irrigation Inspection	8	22.00	22.00 176.00	Ø	176.00	26	\$ 4576.00
• Litter Removal	8	22.00	22.00 176.00	1.00	177.00	52	\$ 9204.00
• Weed Removal	13	22.00	22.00 286.00	1.00	287.00	26	\$ 7462.00
• Edging	16	22.00	22.00 352.00	1.00	353.00	12	\$ 4236.00
• Pruning	100	22.00	22.00 2200.00	2.00	2202.00	6	\$ 13212.00
• Fertilization - Complete	8	22.00	22.00 176.00	600.00	776.00	2	\$ 1552.00

TOTAL BID PRICE PER YEAR FOR CATEGORY II: 40,242.00

NOTE: To determine the yearly task cost for each category, multiply the one (1) time task cost by the yearly service frequency for that particular task, then add all task totals together. All cells must be filled out. If no cost, enter a zero (0). Failure to complete all cells may be cause for rejection.

202

All cells must be filled out. If no cost, enter a zero. Failure to complete all cells may be cause for rejection.

Category III: "Area 2" Stamped Concrete Medians. Approximately 116,119 sq. ft.

TASK DESCRIPTION	CITY'S HOURS	LABOR RATE	LABOR COST	MATERIALS COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
<u>Category III:</u>			Hourly Rate X Time				
• Litter Removal	1.5	22.00	33.00	Ø	33.00	52	\$ 1714.00
• Weed Removal	8	22.00	176.00	1.00	177.00	12	\$ 2,124.00
• Sweeping—Stamped Concrete	80	22.00	1760.00	500.00	2260.00	2	\$ 4520.00

TOTAL BID PRICE PER YEAR FOR CATEGORY III:

\$ 8360.00

NOTE: To determine the yearly task cost for each category, multiply the one (1) time task cost by the yearly service frequency for that particular task, then add all task totals together. All cells must be filled out. If no cost, enter a zero (0). Failure to complete all cells may be cause for rejection.

All cells must be filled out. If no cost, enter a zero. Failure to complete all cells may be cause for rejection.

209

Category V: "Area 2" Rights-Of-Way and Areas Adjacent to Rights-Of-Way Landscaped with Trees, Shrubs, Ground Cover and Hardscape. Approximately 310,121 sq. ft.

TASK DESCRIPTION	CITY'S ESTIMATED HOURS	LABOR RATE	LABOR COST	MATERIALS COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
<u>Category V:</u>			Hourly Rate X Time				
• Irrigation Inspection	8	22.00	176.00	25.00	201.00	26	\$ 5226.00
• Litter Removal	11	22.00	242.00	1.00	243.00	52	\$ 12,636.00
• Weed Removal	23	22.00	506.00	1.00	507.00	26	\$ 13,182.00
• Edging	11	22.00	242.00	1.00	243.00	12	\$ 2,916.00
• Pruning	155	22.00	3410.00	12.00	3,422.00	6	\$ 20,532.00
• Fertilization - Complete	10	22.00	220.00	1200.00	1420.00	2	\$ 2840.00
• Sweeping – Sidewalk	15	22.00	330.00	10.00	340.00	52	\$ 17,680.00

TOTAL BID PRICE PER YEAR FOR CATEGORY V: \$ 75,012.00

NOTE: To determine the yearly task cost for each category, multiply the one (1) time task cost by the yearly service frequency for that particular task, then add all task totals together. All cells must be filled out. If no cost, enter a zero (0). Failure to complete all cells may be cause for rejection.

All cells must be filled out. If no cost, enter a zero. Failure to complete all cells may be cause for rejection.

Category X(a): "Area 2" Mini Park Landscaped with Turf, Trees, Shrubs and Ground Cover. Approximately 16,210 sq. ft.

210

TASK DESCRIPTION	CITY'S HOURS	LABOR RATE	LABOR COST	MATERIALS COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
Category X(a):			Hourly Rate X Time				
• Irrigation Inspection	2	22.00	44.00	10.00	54.00	26	\$ 1404.00
• Litter Removal	.5	22.00	11.00	1.00	12.00	52	\$ 624.00
• Weed Removal	1	22.00	22.00	1.00	23.00	26	\$ 598.00
• Mowing	2	22.00	44.00	5.00	49.00	52	\$ 2548.00
• Edging – Turf	1	22.00	22.00	.50	22.50	52	\$ 1170.00
• Edging – Ground Cover	1	22.00	22.00	.50	22.50	12	\$ 270.00
• Pruning	35	22.00	770.00	1.00	771.00	6	\$ 4,626.00
• Fertilization – Complete	1	22.00	22.00	100.00	122.00	2	\$ 244.00
• Renovation	9	22.00	198.00	800.00	998.00	1	\$ 998.00
• Aerification	4	22.00	88.00	200.00	288.00	2	\$ 576.00

TOTAL BID PRICE PER YEAR FOR CATEGORY X(a): \$ 13,058.00

NOTE: To determine the yearly task cost for each category, multiply the one (1) time task cost by the yearly service frequency for that particular task, then add all task totals together. All cells must be filled out. If no cost, enter a zero (0). Failure to complete all cells may be cause for rejection.

112

All cells must be filled out. If no cost, enter a zero. Failure to complete all cells may be cause for rejection.

Category X(b): "Area 2" Calle Cristobal Overlook. Approximately 40,720 sq. ft.

TASK DESCRIPTION	CITY'S HOURS	LABOR RATE	LABOR COST	MATERIALS COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
Category X(b):			Hourly Rate X Time				
• Irrigation Inspection	.5	22.00	11.00	1.00	12.00	26	\$ 312.00
• Litter Removal	1	22.00	22.00	1.00	23.00	52	\$ 1196.00
• Weed Removal	3	22.00	66.00	1.00	67.00	26	\$ 1742.00
• Pruning—Shrubs & Groundcover	5	22.00	110.00	1.00	111.00	6	\$ 666.00
• Fertilization - Complete	1	22.00	22.00	25.00	47.00	2	\$ 94.00
• Sweeping – Parking lot & Sidewalk	.5	22.00	11.00	10.00	21.00	52	\$ 1092.00

TOTAL BID PRICE PER YEAR FOR CATEGORY X(b): \$ 5102.00

NOTE: To determine the yearly task cost for each category, multiply the one (1) time task cost by the yearly service frequency for that particular task, then add all task totals together. All cells must be filled out. If no cost, enter a zero (0). Failure to complete all cells may be cause for rejection.

All cells must be filled out. If no cost, enter a zero. Failure to complete all cells may be cause for rejection.

Category XI: "Area 2" Gutters. Approximately 51,944 lin. ft.

212

TASK DESCRIPTION	CITY'S HOURS	LABOR RATE	LABOR COST	MATERIALS COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
Category XI:			Hourly Rate X Time				
• Litter Removal	6.5	22.00	143.00	1.00	144.00	52	\$ 7488.00
• Weed Removal	8	22.00	176.00	1.00	177.00	12	\$ 2124.00
• Sweeping – Gutters	24	22.00	528.00	2.00	530.00	12	\$ 6360.00

TOTAL BID PRICE PER YEAR FOR CATEGORY XI: \$15,972.00

NOTE: To determine the yearly task cost for each category, multiply the one (1) time task cost by the yearly service frequency for that particular task, then add all task totals together. All cells must be filled out. If no cost, enter a zero (0). Failure to complete all cells may be cause for rejection.

2. Pricing Pages

213

CALLE CRISTOBAL MAINTENANCE ASSESSMENT DISTRICT

Category	Est.Qty.	U/M	Description	Total Cost Per Month	Total Cost Per Month Year
II	62,497	sq. ft.	Street Medians Landscaped with Trees, Shrubs and Ground Cover	\$ 3353.50	\$ 40,242.00
III	116,119	sq. ft.	Stamped Concrete Medians	\$ 696.66	\$ 8,360.00
V	310,121	sq. ft.	Rights-of-Way and Areas Adjacent to Rights-of-Way Landscaped with Trees, Shrubs, Ground Cover and Hardscape	\$ 4,251.00	\$ 75,012.00
X(a)	16,210	sq. ft.	Mini Park Landscaped with Turf, Trees, Shrubs and Ground Cover	\$ 1088.14	\$ 13,058.00
X(b)	40,720	sq. ft.	Calle Cristobal Overlook	\$ 425.14	\$ 5,102.00
XI	51,940	lin. ft.	Gutters	\$ 1331.00	\$ 15,972.00

TOTAL YEARLY COST: \$ 157,746.00

TOTAL PRICE PER YEAR - SECTION A \$ 157,746.00

EXTRAORDINARY LABOR

Qty.	U/M	Description	Cost Per Hour	Total Cost
600	HR	Extraordinary Labor	\$ 23.00	\$ 13,800.00

214
fire

NOTE: The cost of the six hundred (600) hours of extraordinary labor will be added to the bid price to determine the overall low Bidder.

TOTAL PRICE PER YEAR - SECTION B \$ 13,800.00

TOTAL SECTIONS A & B: \$ 171,546.00

515

____ **Payment Card Industry Data Security Standards (PCI DSS):**

____.01 **PCI Compliance.** Contractor acknowledges and agrees that to the extent that credit card data is collected, processed, stored or transmitted, Contractor must adhere to the Payment Card Industry Data Security Standards (PCI DSS) and must specifically comply with the City PCI requirements described in this Section ____.

____.02 **Contractor Compliance with Payment Card Industry Security Standards Council Standards.** Contractor must maintain full compliance with all current and applicable Payment Card Industry Security Standards Council Standards (PCI SSC), for all Services performed under this Contract or other contracts managed by Contractor. Contractor acknowledges and agrees that it will ensure that any subcontractors or other service providers that it uses to assist with performance of this Contract will also maintain full compliance with all current and applicable PCI SSC standards.

____.03 **Attestation of PCI Compliance.** Contractor must, upon request of the City annually on the anniversary of the Effective Date, provide the City with a copy of the Level 1 Service Provider attestation of compliance which must be approved and signed by a qualified security assessor (QSA) company recognized by the PCI SSC. Any deficiencies noted in an annual assessment must be communicated to City, in writing, within thirty (30) days of the report, and include a remediation date in accordance with the PCI SSC's prioritized approach. Any deficiencies noted in an annual assessment must be remediated at Contractor's sole cost and expense.

____.04 **Contractor Remediation.** Contractor must remediate, in a timely manner and at Contractor's sole cost and expense, any outstanding audit finding by Contractor or City's QSA as it relates to Contractor's provision of PCI related hardware or services in compliance with the most current PCI DSS and PCI SSC.

____.05 **Service Provider Responsibility Matrix.** Contractor must complete a Service Provider Responsibility Matrix (Matrix) in either the form provided by City, or in a format approved by City, and account for all management services that will be supplied to the City as they relate to cardholder data that is stored, processed, or transmitted on behalf of City. The Matrix shall be updated in regularly and in a timely manner to reflect any changes in the provision of such management services. Upon its completion, the Matrix is hereby incorporated into the Contract and any updates or revisions to the Matrix will also be incorporated into this Contract without need for an amendment.

_____.06 **Contractor Hardware Inspections, Checklist and Notice of Unauthorized Access.** Contractor must physically inspect all kiosk devices, merchant terminals, and related payment hardware, accessible to Contractor, used in the acceptance, transmission, or storage of credit card data, at a frequency determined by the City. Contractor must document all hardware inspections using a checklist in accordance with PCI DSS requirement 9.9 (Checklist),

located at

https://www.pcisecuritystandards.org/document_library?category=pcidss&document=pci_dss

or located at such other website as the PCI SSC may describe from time to time.

_____.06.01 Contractor must report immediately to the City, via email and phone call, any known device tampering or other breach, intrusion, or unauthorized access to cardholder data stored by or on behalf of Contractor. For purposes of this subsection a, reporting to the City's Information Security Officer (CISO) and the Office of the City Treasurer will be deemed sufficient for notifying the City. Contractor also agrees to assume responsibility for informing all affected individuals in accordance with applicable law.

_____.06.02 Upon the City's request, Contractor must provide to City a copy of the Checklist.

216

EXHIBIT C



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

ARTICLE I
SCOPE AND TERM OF CONTRACT

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

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

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

ARTICLE II
CONTRACT ADMINISTRATOR

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

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

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

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

ARTICLE III COMPENSATION

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

3.2 Invoices.

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

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

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

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

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

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

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

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

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

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

ARTICLE IV SUSPENSION AND TERMINATION

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

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

otherwise); and (2) complete any and all additional work necessary for the orderly filing of documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

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

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

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

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

4.5 Contractor's Right to Payment Following Contract Termination.

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

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

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

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

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

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

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

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

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

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

proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

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

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

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

ARTICLE VII INDEMNIFICATION AND INSURANCE

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

7.2 Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

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

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

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

ARTICLE VIII BONDS

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

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

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

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

8.1.4 Non-Renewal or Cancellation. The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or

material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

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

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

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

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

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

9.1.3 Non-Discrimination Requirements.

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

9.1.3.2 Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of

subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

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

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

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

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

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

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

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

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

9.1.9 Product Endorsement. Contractor shall comply with Council Policy 000-41 concerning product endorsement which requires that any advertisement referring to City as a user of a good or service will require the prior written approval of the Mayor.

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

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

9.1.11.1 Contractor and Subcontract Requirement. The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Contractor shall require subcontractors performing work for contractor under their contract with the City to certify compliance with the Equal Pay Ordinance in their written subcontracts.

9.1.11.2 Notice Requirement. Contractor must post a notice informing its employees of their rights under the Equal Pay Ordinance in their workplace or job site.

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

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

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

10.3 Contractor's Financial or Organizational Interests. In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom

Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

10.4 Certification of Non-Collusion. Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

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

ARTICLE XI DISPUTE RESOLUTION

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

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

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

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

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

**ARTICLE XII
MANDATORY ASSISTANCE**

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

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

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

**ARTICLE XIII
MISCELLANEOUS**

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

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

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

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

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

13.6 Compliance with Controlling Law. Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. PREVAILING WAGES. Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, Bidder and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below. This requirement is in addition to the requirement to pay Living Wage pursuant to San Diego Municipal Code sections 22.4201 through 22.4245. Bidder must determine which per diem rate is highest for each classification of work (i.e. Prevailing Wage Rate or Living Wage Rate), and pay the highest of the two rates to their employees. Living Wage applies to workers who are not subject to Prevailing Wage Rates.

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

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

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

during the life of this Contract, such wage rate shall apply to the balance of the Contract.

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

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

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

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

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

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

8. Labor Compliance Program. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or

other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

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

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

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

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

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

11. List of all Subcontractors. The City may ask Bidder for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this contract at any time during performance of this contract, and Bidder shall provide the list within ten (10) working days of the City's request. Additionally,

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

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

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

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

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

B. Living Wages. This Contract is subject to the City's Living Wage Ordinance (LWO), codified at SDMC sections 22.4201 through 22.4245. The LWO requires payment of minimum hourly wage rates and other benefits unless an exemption applies. SDMC section 22.4225 requires each Bidder to fill out and file a living wage certification with the City Manager within thirty (30) days of Award of the Contract. LWO wage and health benefit rates are adjusted annually in accordance with SDMC section 22.4220(b) to reflect the Consumer Price Index. Service contracts, financial assistance agreements, and City facilities agreements must include this upward adjustment of wage rates to covered employees on July 1 of each year. In addition, 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.

1.1. Exemption from Living Wage Ordinance. Pursuant to SDMC section 22.4215, this Contract may be exempt from the LWO. For a determination on this exemption, 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.