

CONTRACT RESULTING FROM INVITATION TO BID NUMBER 10089739-22-L, LANDSCAPE MAINTENANCE OF VIEWS WEST NEIGHBORHOOD PARK AND COMFORT STATION

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful bidder to Invitation to Bid (ITB) # 10089739-22-L, LANDSCAPE MAINTENANCE OF VIEWS WEST NEIGHBORHOOD PARK AND COMFORT STATION (Contractor).

RECITALS

On or about 1/20/2022, City issued an ITB to prospective bidders on services to be provided to the City. The ITB and any addenda and exhibits thereto are collectively referred to as the "ITB." The ITB is attached hereto as Exhibit A.

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

City wishes to retain Contractor to provide complete landscape maintenance services 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 Service.

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

**ARTICLE II
DURATION OF CONTRACT**

2.1 Term. This Contract shall be for a period of five (5) years beginning on the Effective Date. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

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

**ARTICLE III
COMPENSATION**

3.1 Amount of Compensation. City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed \$500,000.

**ARTICLE IV
WAGE REQUIREMENTS**

4.1 By submitting a response to this ITB, 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 Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the ITB, 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 document highest in the order of precedence controls. 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 The Contract
- 2nd The ITB and the City's written acceptance of any exceptions or clarifications to the ITB, if any
- 3rd 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

Aztec Landscaping, Inc.
Bidder

BY: 

7980 Lemon Grove Way
Street Address

Print Name: Claudia C. Abarca
Director
Purchasing & Contracting Department

Lemon Grove, CA 91945
City

April 27, 2022
Date Signed

619-464-3303
Telephone No.

Rafael@azteclandscaping.com
E-Mail

BY:



Signature of Bidder's Authorized Representative

Rafael Aguilar
Print Name

VP of Operations
Title

2/21/2022
Date

Approved as to form this 2nd day of May, 2022.
MARA W. ELLIOTT, City Attorney

BY: 
Deputy City Attorney

**EXHIBIT B
SPECIFICATIONS**

A. CONTRACT SPECIFICATIONS.

1. Landscape and Comfort Station Maintenance Specifications. Contractor shall perform complete landscape and comfort station maintenance and improvements of all contract areas identified in Exhibit B, paragraph F of these Specifications (Contract Site) within Views West Neighborhood Park and Comfort Station including, but not limited to, irrigation, pruning, shaping, and trimming of trees, shrubs, turf, and groundcover plants; fertilization; litter control; weed control; control of all plant diseases and pests; mowing; edging; turf renovation and turf aeration; sweeping; maintenance of picnic and playground equipment, pathways, irrigation, and drainage systems; and all other maintenance required to maintain the areas included in this contract in 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. 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, turf renovation, infield repair, tree removal or trimming, plant material and planting areas. Contractor services under these Specifications related to Improvements and Activities, including any extraordinary labor (refer to Section E., items 21 and 22) must be requested seven (7) calendar days in advance, in writing when requested by the Contractor. These requests shall be authorized by the City Technical Representative (refer to Section K.) in advance, in writing prior to the start of any work.

B. SITE INSPECTIONS. Bidders are responsible for inspecting the work sites to verify site conditions and size of areas to be serviced. Failure to do so will not relieve the Contractor of their responsibility to perform in accordance with these specifications. No additional compensation or relief from any obligations of the contract will be granted because of lack of knowledge of the sites.

By submitting a proposal, Bidder acknowledges that they are relying on their own examination of the work site and have the capability to fulfill the contract requirements; and are knowledgeable of all other data and matters requisite to the fulfillment of the contract.

The information provided by the City is not intended to be a substitute for, or a supplement to the independent verification by the Bidder to the extent such independent investigation of site conditions is deemed necessary or desirable by the Bidder. Bidder acknowledges that they have not solely relied upon City furnished information regarding site conditions in preparing and submitting a proposal.

C. REGISTRATIONS.**1. DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER.**

Contractor is required to hold and maintain (DIR) registration throughout the term of the contract. Please provide DIR Registration number and details in chart below.

	Registration No.	Expiration Date	Name
DIR Registration No.	1000007145	06/30/2022	Aztec Landscaping, Inc.
Subcontractor's DIR Registration No.	N/A		

2. LICENSES. To perform the work described in this solicitation, Contractor must hold a current C-27 State of California Contractor's License.

	License Number	Expiration Date	Name
State of California Contractor License	Class: C-27 No.: 642504	04/30/2022	Aztec Landscaping, Inc.
Pest Control Business License	30311	12/31/2022	Aztec Landscaping, Inc.
Pest Control Advisor	74624	12/31/2023	James C. Thompson Jr.
Qualified Applicator Certificate	102595 & 92975	12/31/2022 12/31/2023	Rafael Aguilar Jaime Rocha
City of San Diego Recycled Water Site Supervisor Certification	6034	07/20/2026	Joel Camacho

Any Bidder holding a different license who feels qualified to bid on this work must notify the City Contact in writing at least seven (7) days prior to the bid closing. After a thorough review of the proposed license substitution, the City will inform the Bidder, 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 Bidder must also hold a Pest Control Business License, must retain the services of a licensed Pest Control Advisor (PCA), and must be registered with the County Agriculture Commissioner. The Bidder must possess the above licenses prior to submitting their proposal.

D. SCHEDULING OF WORK. 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 (normal working hours). Exceptions may be made to normal

working hours where incidence of use may be too great during the hours specified to allow for proper maintenance. The City Technical Representative may grant, on an individual basis, permission to perform contract maintenance at other hours. No maintenance functions that generate excess noise, e.g., operations of power equipment which would cause annoyance to residents of the area, shall be commenced before 7:00 a.m. The Contractor shall establish an annual schedule of work (work schedule) to be followed in the performance of this contract.

The Work Schedule, provided by the Contractor, must be completed, and submitted to the Technical Representative prior to the commencement of work on this contract. Any changes in scheduling shall be reported, in writing, to the City Technical Representative immediately. This 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 addition, a special notification listing exact start date for fertilization, renovation, aerification, and other infrequent operations shall be furnished to the City Technical Representative at least ten (10) working days in advance of performing these operations.

E. METHOD OF PERFORMING WORK.

1. Park Evaluation and Safety Inspections. The Contractor shall maintain the Contract Areas free of Hazard to persons and/or property and report all damages or issues pursuant to the Reporting of Damages requirements, see Exhibit B, paragraph I. item number 3. For purposes of this Contract, the terms “Hazard”, “Hazardous”, “Safety Hazard” or “Defect” are defined as including, but not limited to, a source, situation, or condition with the potential for harm in terms of human or animal injury, damage to property, damage to the environment, or a combination of these.

The Contractor shall provide comprehensive ongoing inspections of the Contract Areas. All playgrounds in the Contract Areas must be inspected and maintained as further described below. The Contractor’s contract manager shall also conduct routine inspections to ensure that the Contract Areas are maintained in accordance with this contract.

Every week during the term of this contract, the Contractor Field Supervisor shall prepare and submit a Playground/Fitness Areas Weekly Safety Inspection form and a Park Facility, Furnishings & Grounds Weekly Inspection form (See Exhibit G) for each of the Contract Areas to the City Technical Representative. The inspection forms shall be in the form provided by the City and shall include a list of items requiring remedial action along with dates when the required work will be performed.

If a Safety Hazard and/or Defective equipment exists in any of the Contract Areas, the Contractor Field Supervisor shall document the following information directly on the appropriate inspection form: (a) describe the Safety concern, (b) describe the action taken, and (c) how and when it was resolved.

2. Irrigation Systems. The City shall bear all the costs for water used in the maintenance of the Contract Areas. Water conservation shall be diligently practiced. Irrigation shall be done in a manner to minimize run-off or other wastage. Irrigation water shall not leave the Contract Areas due to drainage onto adjacent properties or public roadways or gutters. The Contractor shall turn off irrigation systems during periods of rainfall and at such other times when suspension or 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). The Contractor shall comply, at all times, with the current level of the Emergency Water Regulations (see Exhibit H, San Diego Municipal Code section 67.38), as amended from time to time and any adopted City policies or procedures with respect to water usage. The Contractor must obtain prior written approval from the City Technical Representative 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. 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.

Irrigation shall be done by the use of automatic, mechanical sprinkler systems where available and operable. 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. 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.

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, and other equipment 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 entire irrigation system shall be inspected every week to ensure complete electronic operation and proper distribution of water. The Contractor shall keep irrigation controller and valve boxes clear of soil and debris. The Contractor shall maintain the entire irrigation system, 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, as required for the continued proper operation of the system from the "cold" side of the water meter throughout the Contract Areas. The Contractor shall also be responsible for minor repair and maintenance of booster pumps. Any replacement must conform to the type and kind of

existing system. Any deviation must be approved in writing by the City Technical Representative.

In the event of damages due to vandalism or theft, compensation for labor shall be for the allowable repair times specified below using the Extraordinary Labor rate submitted by the Contractor on the pricing pages (See Exhibit I). Contractor must request written authorization from the City Technical Representative to bill for these repairs prior to commencing the work.

Allowable Repairs to Sprinkler Irrigation Systems and Water Lines	Repair Time
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

The Contractor shall be responsible for maintaining the painted surfaces of irrigation controller cabinets as well as the corresponding automatic irrigation station numbers on the lids of the automatic control valve boxes. Contractor shall be responsible for light bulb replacements in controller cabinets, as necessary.

Where the operation of automatic irrigation controllers is required as part of this contract, the Contractor shall:

2.1 Not duplicate any coded City key furnished by the City for access and operation of the controller.

2.2 Reimburse the City for costs to re-key controller cabinets or valve boxes when keys are lost by Contractor, or any of Contractor's employees or subcontractors.

2.3 Surrender all keys furnished by the City, promptly at the end of the contract, or at any time deemed necessary by the City Technical Representative to prevent serious loss to the City.

2.4 Protect the security of the City's property by keeping controller cabinet and building doors locked at all times.

2.5 Refrain from using premises behind locked doors for storage of materials, supplies, or tools except as approved by the City Technical Representative.

Reclaimed water may be used currently or in the future to irrigate the landscaped areas. The Contractor shall adhere to all rules and regulations for reclaimed water use in the City. For Contract Areas with reclaimed water, the Contractor's on-site Field Supervisor and Contractor's Irrigation Specialist must have a Recycled Water Site Supervisor Certification. The Bidder must submit the above active licenses with their submittal.

3. Trash Removal. In all Contract Areas, Contractor shall remove all litter, including bottles, glass, cans, paper, cardboard, fecal matter, leaves, branches (any type and regardless of size), metallic items, cigarette butts, and other debris, by 10:00 a.m. daily, three hundred sixty (360) days per year (no service is required on Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Day and Easter Sunday). Trash removal and recycling must be disposed of legally off City property at the sole cost of the Contractor. There are no dumpsters available for disposal on property.

The Contractor shall empty all trash receptacles and change the liners at least five (5) times a week on Monday, Wednesday, Friday, Saturday, and Sunday. The Contractor shall check and replenish Doggie Bag dispensers on these days as well. The Contractor shall empty all recycle receptacles and change the liners at least two (2) times a week on Monday and Friday. The Contractor is responsible for providing all trash liners and doggie bags.

The Contractor shall promptly remove all debris generated by Contractor's pruning, trimming, weeding, edging, and other work required in these Specifications. Immediately after working in areas of public streets and park walks, gutters, driveways, and paved areas, the Contractor shall clean them with suitable equipment. The Contractor shall be responsible for paying any and all fees associated with the disposal of debris or trash accumulated by work provided pursuant to this contract.

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.

4. Turf Maintenance.

4.1 Mowing and Sweeping. The Contractor shall mow all turf areas in the Contract Areas once a week, preferably on Fridays. Raking or sweeping to remove mowing clippings must be done after every mowing. All sidewalks shall be cleaned immediately after mowing. Cuttings shall be removed from all hardscape and turf areas and not blown into the street, gutters, or shrub beds. Blowers may be used, if operated in a reasonable manner.

Reel mower and/or a rotary mower shall be used as necessary to achieve uniform grass height. Mowers 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.

Mowing shall be performed so that no more than one-third (1/3) of the grass blade is removed during each mowing to return the grass to the accepted height for the species of grass being mowed. Inclement weather may preclude adherence to the frequency schedule.

The Contractor may request that the City Technical Representative alter mowing frequency because of rain or prolonged cold. A missed mowing cannot be “made up” by mowing twice in the subsequent week(s). When a scheduled mowing is missed, the City shall not be billed for this service.

Mowing must be done in a neat pattern. Mowing patterns are to be alternated to avoid compaction of soil. The Contractor shall report wet soggy areas in turf due to over watering or leaks to the City Technical Representative.

4.2 Edging. The Contractor shall edge all turf areas in the Contract Areas every week. All turf shall be edged adjacent to all 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 City Technical Representative. All edging must have a clean cut with the cut perpendicular to the hard surface and not removed from it. Edging shall be performed on all fixtures (e.g. fire hydrants, manhole covers, meter boxes, valve boxes, quick couplers, gate valves). Chemical edging is unacceptable. All edging and blowing of grass clippings should be done on the same day as mowing.

4.3 Aerification. The Contractor shall aerate all turf areas in the Contract Areas by core removal to a depth of 2" three (3) times a year (January, May, and September) to promote healthy, vigorous growth. In December of each year of the contract, the Contractor shall submit an annual aerification schedule to the City Technical Representative for the following year.

4.4 Turf Renovation. Turf renovation, including removing accumulated thatch from turf, topdressing, and over-seeding, shall be conducted only at the request of the City Technical Representative. When authorized, turf renovation shall be compensated at the rates established for Extraordinary Labor on the Pricing pages (See Exhibit I). Prior to undertaking any turf renovation work within a Contract Area, Contractor shall submit a work schedule to the City Technical Representative identifying the site, date, and time the actual operation is to be performed. The Contractor shall not begin any turf renovation until the Contractor has received written authorization from the City Technical Representative for the type of equipment and work schedule for such activities.

Refuse generated from turf renovation shall be removed from the Contract Area no later than the day following renovation. Thatch and other debris left in the Contract Area overnight shall be completely contained in bags or burlap sheets so that it does not migrate to adjacent areas.

4.5 Turf Fertilization. Turf fertilization shall be conducted only at the written request of the City Technical Representative. Fertilization is completed two (2) times per year. Once between December 20th – January 10th and once between October 1st – 10th. When authorized, turf fertilization shall be compensated at the rates established for Extraordinary Labor on the Pricing pages (See Exhibit I). Prior to undertaking any fertilization work within a Contract Area, the Contractor shall provide a written

recommendation regarding the method and type of fertilizer to be used in each Contract Area along with the proposed pricing, the Material Safety Data Sheet (SDS) for each product proposed to be used in the Contract Area, and a schedule of application showing the site, date, and approximate time of application of the fertilizer. The Contractor shall not begin any fertilization until approved by the City and Contractor has received written authorization from the City Technical Representative for the type of fertilizer and work schedule for such activities.

The Contractor shall inform the City Technical Representative at least forty-eight (48) hours before beginning any fertilization. Fertilizer shall be delivered to the Contract Area only in the original unopened containers bearing the manufacturer's guaranteed analysis. The Contractor shall not accept or utilize damaged packages. The Contractor shall furnish the City Technical Representative with duplicate signed, legible copies of all certificates and invoices for any and all fertilizer to be used in the course of this contract, which state the grade, amount, and quantity of fertilizer received. The City Technical Representative must approve and acknowledge by signature, all delivery receipts for fertilizer, on site, before use.

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.

5. Tree Maintenance. The Contractor shall remove all sucker growth and weeds within the Contract Area on a weekly basis. On an as needed basis, tree branches under 12 feet from the ground shall be pruned to correct Hazards and to remove all dead, diseased, or damaged limbs, as well as those limbs crossing or competing. The Contractor shall perform complete tree pruning two (2) times a year, in January and September in order to maintain the trees in optimum condition, provide clearance for irrigation, prevent encroachment into public thoroughfare/sidewalk or into other plant material, and to ensure clear visibility of all street signs and traffic signals.

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 Technical Representative. 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 notify the City Technical Representative in writing of any tree that shows signs of root heaving or leaning or is in any manner a Safety Hazard.

All newly planted trees shall be securely staked with two (2) "lodge pole" type stakes placed on opposite sides of the tree, outside the root ball, and secured to the tree with at least two (2) flexible rubber tree ties. Tree ties shall be inspected regularly to ensure against girdling and abrasion. Newly planted trees shall receive special attention until established. Adequate water and fertilizer shall be applied to promote normal, healthy growth. Proper berms or basins shall be maintained during the establishment period. Trees shall be fertilized two (2)

times a year, in April and October, using fertilizer injector and tank with fertilizer and Sarvon or equal soil penetrate.

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. In the event of a condition or occurrence beyond the Contractor's control, the City may reimburse the contractor for the cost to remove large trees, if the City Technical Representative deems that the costs are extraordinary and/or outside the scope of this contract. For example, a storm topples a healthy ninety-foot tree.

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 City Technical Representative. Replacement shall be made by the Contractor in the kind and size of tree determined by the City Technical Representative. 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 City Technical Representative, using the latest International Society of Arboriculture (I.S.A.) guidelines for value determination.

6. Planter, Shrub/Flower Bed, Slope, and Groundcover Maintenance. The Contractor shall prune shrubs and ground cover three (3) times a year, in January, July and November. All sucker growth is to be removed as it appears. Plants shall be pruned as needed to correct Hazards and to remove all dead, diseased, or damaged limbs and to prevent blockage of irrigation system components and patterns. Shrubs shall not exceed 36" in height and groundcover not to exceed 18" in height. The open soil between plants shall be cultivated where the planting permits.

All shrubs and groundcover plants growing in the Contract Areas shall be pruned as required to maintain plants in a healthy, growing condition, to maintain plant growth within reasonable bounds, to prevent encroachment of passageways, walks, streets, or view of signs or as directed by the Technical Representative. 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.

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 City Technical Representative. Shearing, hedging or severe pruning of plants, unless authorized by the City Technical Representative, shall not be permitted. Growth regulators shall not be used.

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 City Technical Representative.

Contractor shall provide and maintain, at no additional cost to the City, mulch in all shrub and groundcover beds to suppress weeds, retain water and enhance the overall appearance of

areas. The Contractor shall apply mulch two (2) times a year and shall use a product that enhances the appearance of the Contract Areas and is approved by the City Technical Representative.

Shrubs, planter beds, and ground cover shall be fertilized two (2) times a year, in April and October using fertilizer injector and tank with fertilizer and Sarvon or equal soil penetrator.

Newly planted shrubs, plants 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.

7. Playground, Volleyball, Horseshoe, & Fitness Area Maintenance. The Contractor shall maintain all play and fitness equipment in a clean and safe condition at all times. These areas shall be serviced 360 days a year (no service is required on New Year's Day, Easter, Thanksgiving, Christmas Eve and Christmas Day). The Contractor shall remove trash, foreign substances, cobblestones, dangerous objects, and other debris from the Contract Areas.

Visual safety inspections will be performed daily, each time litter is removed. The following is a list of inspections and maintenance items that must be checked and completed at every playground on a daily basis:

7.1 Visually inspect all play equipment, surfacing, adjacent hardscape, and surrounding area to identify safety Hazards (glass, needles, any sharp objects, any type of fecal matter, etc.). The Contractor shall always have personal protective equipment and supplies when conducting inspections.

7.2 Visually inspect the level of loose fill playground surfacing (sand, engineered wood fiber/Fibar®). Assure the level of loose fill material is no greater than four inches (4") below the adjacent sidewalk or rubberized play surfacing. If the loose fill playground surfacing is more than four inches (4") below adjacent sidewalks or rubberized play surfacing, the Contractor shall immediately barricade the area and label as "OUT OF ORDER" or "DO NOT USE" and notify the Technical Representative within two (2) hours of observation.

7.3 Visually inspect the accessible path of travel for rubberized play surfacing and/or engineered wood fiber/Fibar®. If the rubberized play surfacing is damaged or uneven or there is insufficient engineered wood fiber/Fibar®, the Contractor shall immediately barricade the area and label as "OUT OF ORDER" or "DO NOT USE" and notify the Technical Representative within two (2) hours of observation.

7.4 Visually inspect the sand and/or engineered wood fiber/Fibar® for over compaction. Rake engineered wood fiber/Fibar® to an even surface. Twelve inches (12") is the minimum depth for both materials. Blow rubberized surfacing daily.

7.5 If over compaction is found, rototilling or other means of loosening the material may be required. Thorough raking and/or rototilling of sand and fiber must be completed at least one time a month. Weeds in the surfacing could be a sign of over-compaction.

7.6 Rake engineered wood fiber/Fibar® and/or sand into depressions that occur beneath swings, at ends of slides, and any other heavily traveled areas.

7.7 Rake edges to assure the level of sand and/or engineered wood fiber/Fibar® is even and no greater than four inches (4") below adjacent sidewalks or rubberized play surfacing.

7.8 Remove foreign objects (branches, twigs, rocks, anything that doesn't belong) from rubberized play surfacing, sand, and/or engineered wood fiber/Fibar®.

7.9 Clean rubberized play surfacing by ensuring that sand is blown off the surfacing back into its containment area and all debris is removed on a daily basis.

7.10 Clean platforms, sidewalks, picnic tables, and any other vertical surfaces to remove slipping and/or health Hazards (sand, debris, wood chips, spilled drinks, food, etc.).

7.11 Remove or paint over graffiti (removal preferred). The City is responsible for repairing playground equipment, repairing rubberized play surfaces, and adding sand or engineered wood fiber/Fibar® to raise the level of surfacing to the proper depth.

For daily inspections, no written report is required unless a Safety Hazard or Defective equipment is found. The Contractor shall document all Safety Hazards on the Weekly Playground Inspection Report and report the Safety Hazards within two (2) hours to the City Technical Representative.

The decomposed granite fitness areas shall be inspected weekly and maintained as needed. The Contractor shall keep the playing surface weed free and in a safe and playable condition. At Contractor's expense, the Contractor shall apply new decomposed granite to fill in low or uneven areas within the fitness areas.

8. Hardscape and Roadway Maintenance. The Contractor shall maintain all sidewalks and other paved surfaces in a safe, non-Hazardous, and useable condition at all times. The Contractor shall remove dirt/sand, stones, leaves, twigs, and all other debris from sidewalks and parking lots every week, and from outdoor athletic courts three (3) times a week. Blowers may be used, if operated in a responsible manner and not before 7:00 a.m. Blowers may not be used to clean gutters. Gutters shall be kept free of dirt, sand, leaves, and other debris.

9. Site Furnishings Maintenance. The Contractor shall clean and inspect all site furnishings to ensure safe and properly working equipment. Site furnishings include but are not limited to picnic tables, benches, drinking fountains, picnic shelters, hot coal containers, barbeque grills, kiosks, and other equipment.

Drinking Fountains shall be cleaned five (5) days a week. All other site furnishings shall be cleaned every week. Charcoal and other debris must be removed from barbeque grills and hot coal containers at least once a month.

10. Maintain Storm Drains and Brow Ditches. The Contractor shall inspect and clean all storm drains, brow ditches, and other water run-off control systems at least one (1) time per month. Drain covers/inlets shall be clear of debris at all times. All soil, leaves, and other debris shall be removed to ensure proper water flow. The Contractor must ensure proper function of drainage systems to remain in compliance with the City's Best Management Practices (BMP) for Storm Water Pollution Prevention and the provisions of San Diego Municipal Code section 43.0301-43.0312, Stormwater Management and Discharge Control Ordinance (See Exhibit E).

11. Baseball Infield Maintenance. The Contractor shall, in addition to regular turf maintenance addressed in other sections of these Specifications, provide the following special maintenance for baseball fields in the Contract Areas at least once a month. For infields, the Contractor shall keep bare dirt surfaces which compose the baseball diamond infield weed free and in a safe and playable condition. This includes after a rain event and removal of standing water. The Contractor shall keep the turf line edged along the infield/outfield demarcation line and along base lines and shall prevent turf from encroaching or spreading into skinned bare dirt areas. The Contractor shall adjust irrigation and/or place sandbags to minimize run-off from dirt in-fields.

12. Weed Removal. The Contractor shall completely remove all weeds, including weed growth, in the Contract Areas every week to maintain the Contract Areas in a weed-free condition. For the purpose of these Specifications, a weed will be considered "any undesirable or misplaced plant." Weeds shall be controlled by manual, mechanical, and/or chemical methods. All restricted herbicides must be approved by the City Technical Representative prior to use. The City Technical Representative may restrict the use of chemical weed control in certain areas.

13. Clean Comfort Stations. The Contractor shall clean all Comfort Stations once a day, three hundred sixty (360) days per year (no service is required on Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Day, and Easter Sunday). The term "clean" as used here shall be construed to mean that no odors, stains, dust, lint, or spots can be detected on floors, walls, partitions, ledges, trim, doors, moldings, or fixtures within the Comfort Stations.

All paper goods (including toilet tissue) and soap shall be furnished by the Contractor at no additional cost to the City. The Contractor shall be responsible for ensuring that a two (2) week supply is on hand in each Comfort Station at all times.

The Contractor shall, immediately upon observing any plumbing stoppages, leaking faucets or electrical malfunctions, notify the City Technical Representative. If these problems are encountered outside on normal business hours, call (619) 527-7500 and provide the location of the leak, stoppage, or electrical malfunction. This service line is available seven (7) days a week, twenty-four (24) hours a day.

13.1 Daily Services. The Contractor shall wash urinals, toilets, water closets, lavatories and other fixtures with approved cleaners and disinfectant. Water closets and urinals shall be cleaned with quality material(s) using techniques which will remove and prevent any formation of encrustations or stains under lids, ledges, or rims. Toilet paper holders and soap dispensers shall be checked and refilled with each visit.

The Contractor shall mop all floors with an approved disinfectant and cleaner which will not harm or remove special floor finishes. Floor cleaning shall include removal of all visible dirt including all spots, stains, or spills. Special attention shall be given to all corners, counters, and baseboards to prevent any accumulation of soil, lint, or other foreign matter.

Deodorant tablets shall not be used in toilets or urinals. The use of highly scented disinfectants or objectionable or odoriferous cleaners is not permitted.

The Contractor shall sweep all sidewalks abutting each Comfort Station, including pedestrian access walkways to the grass area and/or curb line.

13.2 Weekly Services. The Contractor shall hose down, scrub and disinfect all Comfort Station floors, walls and toilet compartment partitions using a bristle brush and approved cleaning products. The partitions and walls shall be wiped dry and the floors properly drained. All metal fixtures and mirrors shall be polished.

13.3 Monthly or, As needed. The Contractor shall de-scale all metal plumbing fixtures on a monthly basis or as needed. Ceilings shall be cleaned as necessary.

13.4 Safety Data Sheets (SDS). The Contractor is responsible for ensuring that copies of all SDS are available at the work site.

Contractor is required to provide a SDS and applicable green certification for all chemicals used by Contractor at the Site. Contractor provided chemicals shall be approved by the City Technical Representative or designee prior to usage at the Site. Only those products whose labels and SDS clearly state the content, Hazard potential, and protective measures required shall be approved for use. Proof of product certification as green may include, but not be limited to, a copy of the green certification, or product literature or label stating that the product is green certified.

Failure to comply with the above shall be cause for immediate termination of the contract for violation of safety procedures.

13.5 Cleaning Chemicals. All chemicals provided by the Contractor shall be certified as green within one of the certifications by product category listed below. If a cleaner is not available in one of the following product categories, then the least Hazardous product that performs effectively shall be used. Additional required green certified product categories and/or certifications may be added by the City as they are developed and shall be applicable to this Contract. The City Technical Representative or designee must pre-approve all products provided by the Contractor prior to use at the Site.

13.5.1 Green Seal GS-37 for general purpose, bathroom, glass, and carpet cleaners.

13.5.2 Green Seal GS-40 for industrial and institutional floor care products.

13.5.3 Environmental Choice CCD-110 for cleaning and degreasing compounds.

13.5.4 Environmental Choice CCD-115 for odor control additives.

13.5.5 Environmental Choice CCD-146 for hard surface cleaners.

13.5.6 Environmental Choice CCD-147 for hard floor care.

13.5.7 Environmental Choice CCD-148 for carpet and upholstery care.

13.5.8 EPA Design for the Environment.

All disposable janitorial paper products and trash bags provided by the Contractor must meet the minimum requirements of one or more of the following programs for the applicable product category:

13.5.9 U.S. EPA Comprehensive Procurement Guidelines for Janitorial Paper and Plastic Trash Can Liners.

13.5.10 Green Seal GS-09, for paper towels and napkins.

13.5.11 Green Seal GS- 01, for tissue paper.

13.5.12 Environmental Choice CCD-082, for toilet tissue.

13.5.13 Environmental Choice CCD-086, for hand towels.

13.5.14 Janitorial paper products derived from rapidly renewable resources or made from tree-free fibers.

14. Disease and Pest Control. The City has widely tested pressurized exhaust rodent control technology and has found it to be highly effective and it does not pose a threat to other animal species. The Contractor shall use this technology as the primary method to control gophers, ground squirrels, and other ground burrowing rodents. Use of this rodent control method does not require approval. Chemical control methods may be approved by the City Technical Representative only when other methods have not been successful.

The Contractor shall regularly inspect all landscaped areas in the Contract Areas for the presence of disease, and/or insect or rodent infestation. If any disease, insect, or rodent infestation is discovered, the Contractor shall provide written notice to the City Technical Representative of discovery. The written notice shall identify the specific disease, insect, or rodent identified, the location, and specify the control measures to be taken.

Upon approval of the City Technical Representative, the Contractor shall implement the approved control measures until the disease, insect infestation or rodent infestation is controlled to the satisfaction of the City Technical Representative. The Contractor shall utilize all safeguards necessary during disease, insect, or rodent control operations to ensure the safety of the public and Contractor's employees. The Contractor shall conduct all disease and pest control operations in accordance with current standard practices accepted by the State of California Department of Food and Agriculture.

14.1 Mixing and application of herbicides, pesticides, and rodenticides shall be done by Contractor's employees or subcontractors who possess valid Qualified Applicators Certificate for Category B issued to them by the State Department of Food and Agriculture.

15. Replacement of Plant Material. The Contractor shall notify the City Technical Representative of observation of any loss of plant material. Any plant damaged or lost through no fault of the Contractor, including vehicular damage, theft, or vandalism, shall be replaced in kind and size as approved by the City Technical Representative.

Additionally, the City may desire to replace certain plants in order to ensure maximum healthy growth and overall aesthetic appearance of planting in the Contract Areas. The necessity or desirability of any plant replacement shall be determined by the City Technical Representative. The Contractor may charge Extraordinary Labor at the rate submitted on the Pricing pages and materials, as necessary, for plant replacements with prior written authorization by the City Technical Representative.

16. Traffic Control Plans. The Contractor shall conduct the work at all times in a manner which will not unreasonably interfere with pedestrian traffic or vehicular traffic, except as authorized by these Specifications.

On those occasions when the work under this contract requires a street, sidewalk, alley, or bikeway to be blocked, wholly or partially, the Contractor shall 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.

17. Site Inspection and Turnover.

17.1 Approximately thirty (30) days prior to the end of the contract period, the City Technical Representative will inspect the Contract Sites with the current Contractor

to ensure that Contract Sites are turned over at the end of the contract period 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 period. If the current Contractor fails to correct the noted deficiencies and turns over the Contract Sites in an unacceptable condition, as determined by the City Technical Representative, 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.

17.2 Approximately ten (10) days after commencing work, the Contractor shall tour Contract Sites with the City Technical Representative. The City Technical Representative may authorize a mutually agreed upon one (1) time payment to the Contractor for correcting any the deficiencies. If payment and work are authorized, the Contractor shall bring the Contract Sites into compliance with the contract specifications and thereafter maintain them at that level.

18. Estimated Hours. City Staff estimates 1,794 annual hours are needed to fulfill all routine task frequencies under this contact. Contractor shall recognize that all hours listed on Schedule of Task Pricing (See Exhibit I) are based on historical data and observation.

19. Materials. All Contractors must be able to verify any and all material(s) costs and quantities that are submitted for consideration in bid submittals. Upon request, Contractors shall provide material(s) bid information identifying and verifying various vendors (company name, address, phone number and contact person) along with cost quotes for each separate material the Contractor submits.

City Staff recommends all Contractors include additional material costs for Irrigation, Litter Control, Weed Control, etc. on the Schedule of Task Pricing.

The City Technical Representative will evaluate all material(s) costs associated with task performed under this contract and may reject any bid submittal that substantially under or over states the material(s) costs associated with any task. The Contractor should take care to evaluate these costs carefully, keeping project square footage, contract specifications and task frequencies in mind.

20. Staffing Requirements.

20.1 Contractor shall have on the job site at all times work is being performed by Contractor, competent supervisors (may be working supervisors) capable of discussing all matters pertaining to this contract with the City Technical Representative.

20.2 Field Supervisor must have a minimum of three (3) years of experience overseeing all phases of landscape maintenance and personnel for a site of comparable

square footage, scope of work and plant materials. This individual must be able to communicate effectively with the City Technical Representative and with public citizens.

The Field Supervisor shall have a cell phone in their possession for communication with the City Technical Representative. A minimum of one (1) qualified 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 under this contract.

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 Supervisors must be submitted in writing to the City Technical Representative.

20.3 Field Supervisor shall have verifiable experience, knowledge, skills, and abilities in the identification of and proper maintenance practice for ornamental trees, shrubs, groundcover, grasslands, exotic weeds, and native plants for proper maintenance of all areas. **A resume of the qualified field supervisor assigned to this contract must be submitted with bid. Failure to do so may result in deeming your bid submittal as non-responsive.**

20.4 Adequate personnel must be assigned to this contract Monday through Friday, includes a Field Supervisor, irrigation technician and a crew to perform all other work.

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 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 City Technical Representative.

20.5 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.

20.6 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. 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.

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

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

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

21. Extraordinary Labor Hours. The use of Extraordinary Labor for miscellaneous projects is estimated at approximately 400 hours annually. The approximate hours estimated may fluctuate greatly from year to year based on actual needs. Contractor will utilize Extraordinary Labor for additional miscellaneous projects at the Contract Site in the event this project is awarded to Contractor. The Contractor must have the staffing, expertise, equipment, and knowledge to perform projects in a timely manner with a quality end product. Some priority projects may need to be done immediately.

Upon written approval of the City Technical Representative, 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 in writing by the City Technical Representative.

Some examples of projects include but are not limited to the following:

- 21.1** Planting areas as needed. (see Extra Labor Hours – for Plantings)
- 21.2** Installing irrigation system as needed.
- 21.3** Appraisal of trees, damage resulting from vehicle accidents, illegal pruning, etc. for use in revenue cost recovery. Excavation, transplanting and replanting, and

other associated tree function which may arise. A Registered Consulting Arborist (RCA) able to be utilized as an expert in a Court of Law must be utilized.

21.4 Bee nest/hive removal.

21.5 Locate and repair damaged irrigation services or electrical services for broken lines, cut wires to controllers and valves, etc.

21.6 Clean-up of illegal dumps.

21.7 Mulch installation.

21.8 Pour concrete pads.

21.9 Replace irrigation controllers and irrigation enclosure cabinets.

21.10 Slope failure repairs.

21.11 Turf repairs

22. Extraordinary Labor Hours – For Plantings. The following quantities and hourly numbers will be utilized for planting needs. Quantities and hourly numbers listed are based on historical knowledge, practices and observation at the Contract Site and will be utilized when planting needs arise. Contractor shall agree to perform any and all planting needs awarded to them as Extraordinary Labor, at the quantities and hourly numbers listed below during the term of this contract. Any and all change must be approved in advance by the City Technical Representative.

Planting hours includes all time required for complete plant installation, including but not limited to: excavation of plant hole, mixing and addition of soil amendments, fertilizers, installation of tree stakes, staking and tying (if needed), open plant container, plant, construct plant basins, watering, clean-up, etc.

<u>Plant Type/Size</u>	<u>Quantity per Hour</u>
Grand Cover – Flat	3-4 flats per hour
Shrub – 1 gallon	8-10 plants per hour
Shrub–5 gallon	3-4 plants per hour
Shrub/Tree – 15 gallon	45 minutes per plant
Tree/Shrub – 24-inch box	4-6 hours each
Tree/Shrub – 36-inch box	12-16 hours each

23. Sub-Contractors. During the term of this contract, functions may arise which require the need for professional services associated with the landscape maintenance at the Contract Site. These functions may require various valid licenses, certification(s), permits, etc., held by the individual utilized to perform these services. The Contractor shall be required to list any and all Sub Contractors on the Contractor’s Statement of Sub Contractors for the disciplines listed below which are beyond the scope of the Contractor’s ability to perform.

23.1 A Registered Consulting Arborist (RCA) for various tree needs. RCA shall be available to be utilized as an expert in a Court of Law as needed. RCA’s hourly rate, at time of award, shall be provided on the Contractor’s Statement of Sub Contractors sheet.

23.2 Pest Control Operator certified, licensed, and qualified for the removal/elimination of bee colonies/hives, vertebrates, and other pests.

23.3 Motorized street sweeper maintenance service for gutter sweeping.

23.4 Concrete, masonry, and asphalt work required as needed with valid license, certification and permits required to perform work.

23.5 Any and all irrigation repair(s), (including electrical), which requires services performed beyond the Contractor’s knowledge, skills, and ability.

F. CONTRACT SITE LOCATION. Site to be maintained under the terms of this contract is listed below and can also be referenced in Exhibit F (Site Plan):

SITE NUMBER	CONTRACT SITE	APPROXIMATE ACRES	APPROX. COMFORT STATION SQ.	LOCATION
Site 1A, 1B	Views West Neighborhood Park and Comfort Station	19.7	1,980	12958 La Tortola San Diego, CA 92129
	TOTAL	19.74	1,980	

[Remainder of Page Left Intentionally Blank]

G. SERVICE FREQUENCIES.

DAILY/MULTIPLE DAYS A WEEK TASKS		
01	Park Evaluation and Safety Inspection – Maintenance Staff	Daily inspection conducted by onsite maintenance staff of all walkways, furnishings, comfort stations, sidewalks roads, playgrounds and all other park areas for Safety or Hazardous conditions. All issues or damages must be reported within 24 hours.
02	Trash Removal – Pick up Litter	Keep all areas litter free; Remove all litter, including bottles, glass, cans, paper, cardboard, fecal matter, leaves, branches, metallic items, cigarette butts, and other debris by 10:00 am daily.
03	Playground, Volleyball, Horseshoe & Fitness Area Maintenance	Daily inspection of all playgrounds and fitness areas for safety issues or Hazards by 9:00 am.
04	Playground & Fitness Area Maintenance	Daily clean and groom all playgrounds and fitness areas.
05	Restroom/Comfort Station – Maintenance	Daily clean and disinfect the floors, walls, drains and fixtures.
06	Restroom/Comfort Station – Refill Dispensers	Daily restock all paper goods, soap, and trash liners.
07	Restroom/Comfort Station – Remove trash	Daily remove all trash and replace liners within all comfort stations.
08	Trash Removal – Empty Receptacles & Change Liners	Empty all trash receptacles in the entire park and change the liners at least five (5) times a week on Monday, Wednesday, Friday, Saturday, and Sunday.
09	Site Furnishings – Clean Drinking Fountains	Inspect and clean all site furnishings to ensure safe and properly working equipment at least five (5) times a week. Report all repairs within 24 hours.
10	Trash Removal – Empty Recycle Receptacles & Change Liners	Empty all trash recycle receptacles in the entire park and change the liners at least two (2) times a week on Monday and Friday.
11	Outdoor Court Maintenance	Inspect and clean outdoor courts of all debris and Safety Hazardous at least two (2) times a week.

WEEKLY TASKS		
12	Park Evaluation and Safety Inspection - Supervisory	Once a week, at minimum, the Field Supervisor shall prepare and submit a Playground/Fitness Areas Weekly Safety Inspection form and a Park Facility, Furnishings & Grounds Weekly Inspection form for each of the Contract Areas to the Technical Representative. All major problems shall be reported to the Technical Representative within twenty-four (24) hours.
13	Irrigation System Inspection	Every week, the entire irrigation system shall be inspected to ensure complete electronic operation and proper distribution of water.
14	Irrigation System Maintenance/Repair	Maintenance and repair to sprinkler systems will be completed weekly to guarantee proper coverage, full working capabilities and prevent excessive run-off.
15	Turf Maintenance – Mow, Sweep, and Edging	To mow and edge all turf areas in the Contract Areas once a week including sweeping and removing all cuttings immediately from all hardscape and turf areas and not blown into the street or shrub beds.
16	Sidewalk/Paved Surface Maintenance	At least once a week to clean and maintain all sidewalks and other paved surfaces in a safe, non-Hazardous, and usable condition at all times.
17	Parking Lots/Roadway Maintenance	At least once a week to clean and maintain all parking lots and roadways free of all dirt, sand, stones, leaves, twigs, and all other debris.
18	Clean Site Furnishings	At least once a week to clean and inspect all site furnishings to ensure safe and properly working equipment. Site furnishings include but are not limited to picnic tables, benches drinking fountains, picnic shelters, hot coal containers, barbeque grills, kiosks, and other equipment.
19	Restroom/Comfort Station– Polishing Fixtures	Clean, disinfect, and polish all restroom/comfort station fixtures and mirrors.
20	Weed Removal/Abatement	Remove all weeds, including weed growth, in the Contract Areas every week to maintain Contract Areas in a weed-free condition.

MONTHLY TASKS		
21	Playground & Fitness Area – Rototill or Rake (Sand or Fiber)	Thoroughly raking and/or rototilling of sand and fiber must be completed at least one time a month. If over compaction is found, rototilling or other means of loosening the material may be required.
22	Empty Hot Coal Containers/Grills	To remove charcoal and other debris from barbeque grills and hot coal containers once a month.
23	Maintain Storm Drains & Brow Ditches	Inspect and clean all storm drains, brow ditches and other water run-off control systems once a month. Drain covers/inlets must be clear of debris at all times.
24	Infield and Outfield Maintenance	At least once a month keep bare dirt infield surfaces that are weed free and are maintained in a safe and playable condition. Keep the turf line edged along the infield/outfield and prevent turf from encroaching or spreading into the infield.
25	Restroom/Comfort Station – De-scale Fixtures	De-scale all metal plumbing fixtures on a monthly basis or as needed. Ceilings shall be cleaned as necessary.
QUARTERLY/SEMIANNUAL TASKS		
26	Turf Maintenance – Aerify	Aerate all turf areas in the Contract Areas by core removal to a depth of 2” three (3) times a year in January, May and September.
27	Tree and Landscape Maintenance – Fertilize	Fertilize all shrubs, planter beds and ground cover two (2) times a year in December and October using approved products.
28	Tree Maintenance – Lace/Trim/Prune (as needed)	Perform complete tree pruning two (2) times a year in January and September. Tree branches under 12 feet from the ground shall be pruned to correct Hazard and prevent encroachment into public thoroughfare/sidewalks on an as needed basis.
29	Landscape Maintenance – Pruning Shrubs & Groundcover	Prune shrubs and ground cover to appropriate heights three (3) times a year in January, July, and November. All sucker growth to be removed as it appears. Plants need to be pruned as needed to maintain healthy growth.
30	Mulch Replacement	Provide and maintain mulch in all shrub and groundcover beds two (2) times a year to suppress weeds, retain water and enhance the overall appearance of areas.

H. QUALITY OF WORK. All work shall be performed in accordance with the best landscape maintenance practices and shall be in keeping with the high aesthetic level of the facilities being maintained. The City Technical Representative shall periodically inspect all maintenance operations and approve or reject the work performed and methods or materials used.

I. CONTRACTOR'S RESPONSIBILITIES.

1. Company Representative. A company representative, authorized to discuss matters related to this contract, must be available during normal business hours, Monday through Friday. All calls from the City Technical Representative shall be returned within a one (1) 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 City Technical Representative shall be referred to the Contractor for immediate disposition.

Emergency calls relating to irrigation shall be referred to the Contractor. A twenty-four (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 City Technical Representative immediately. Safety Hazards must be reported by calling the City Technical Representative during the City's normal business hours, Monday through Friday between 7:00a.m. and 4:00p.m. (City's normal business hours). If these problems are encountered outside of the City's normal business hours, Contractor shall call (619) 527-7500 and email the City Technical Representative and provide the name and address of the Contract Site and a description of the problem.

Other Hazards, damages, Defects, other problems or irregularities, or maintenance issues must be reported to the City Technical Representative within 24 hours of discovery.

4. Repairs and Replacement. The Contractor, at no cost to the City, shall be responsible for the repair or replacement of any damage caused in performance of this contract, as directed by the City Technical Representative. The Contractor shall replace any plant material 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 City Technical Representative.

The Contractor shall report all vandalism, theft, malfunction, or otherwise unsatisfactory conditions in or adjacent to any of the Contract Areas to the Contract Administration. Graffiti shall be addressed by the Contractor within forty-eight (48) hours of receiving notice of such graffiti or discovery, whichever occurs first. Repairs necessary to correct such damage will be performed by the City or by Contractor pursuant to an Extraordinary Labor Authorization.

5. Safety Requirements. All work under this contract shall be performed in such manner as to provide maximum safety to the public and, where applicable, to comply with all safety standards required by Occupational Safety and Health Administration (OSHA). The City Technical Representative 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.

6. Hazardous Conditions. The Contractor shall maintain all Contract Sites free of Hazards to persons and/or property resulting from Contractor's operations. Any Hazardous conditions noted by the Contractor which are not a result of the Contractor's operations shall be immediately reported to the City Technical Representative.

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.

7. 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:

- 7.1** Do not move, touch, or sniff any of the material.
- 7.2** Cordon off the area where the material has been found, to the extent possible.
- 7.3** Immediately call 911 (Fire Department) and provide all relevant information possible:
 - 7.3.1** Finder's name and company.
 - 7.3.2** Specific location of material.
 - 7.3.3** 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
- 7.4** Inform the appropriate supervisor and the City Technical Representative as soon as possible.
- 7.5** Remain at site until the Fire Department arrives.

8. Use of Chemicals. The Contractor shall submit sample labels and Safety Data Sheets (SDS) for all chemical herbicides, rodenticides, and pesticides proposed for use under this contract for approval by the City Technical Representative. 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 pest control advisor. 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 City Technical Representative. The use of chemicals shall conform to the current San Diego County Department of Agriculture regulations. No chemical herbicide, rodenticide, or pesticide shall be applied until its use is approved, in writing, by the City Technical Representative 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, rodenticides, and pesticides, 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.

9. Litter.

9.1 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.

9.2 Litter Pick-Up. In all areas covered by this contract, 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 Exhibit B, paragraph G, Service Frequencies. The Contractor shall be responsible for paying any and all fees associated with the disposal of debris or trash accumulated under the terms of this contract.

9.3 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.

J. 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 City Technical Representative, with an appropriate downward adjustment in contract price. Such adjustments may be in accordance with the Pricing Page or the Schedule of Task Costs provided herein by the Contractor.

The City shall provide inspection of the work area to ensure that 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 Field Inspection Notice, the City may withhold payment and/or proceed with termination of the contract. Billing adjustments for unsatisfactory service shall be a permanent retention of the estimated monthly cost for work that is incomplete or deficient as stated herein.

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 City Technical Representative.

K. CITY TECHNICAL REPRESENTATIVE. The City Technical Representative for this Contract is the City Parks and Recreation Department's designee specified on Notice to Proceed letter issued under this Contract. The City Technical Representative will provide daily oversight of this Contract to ensure compliance to the scope of work and/or

performance to Contract specifications. The City Technical Representative, 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.

L. 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. Claims filed against the City for damage caused by the Contractor's acts or omissions, or reasonable evidence indicating probable filing of such claims.
3. Failure of the Contractor to make payments properly to Subcontractors for materials or labor.
4. A reasonable doubt that the contract can be completed for the balance then unpaid.

M. INVOICING PROCEDURES. Contractor shall be paid monthly, in arrears, for work performed satisfactorily. Billing shall be in accordance with the Current Contract Pricing, allowing for City approved adjustments if any. Invoices shall be submitted to the City Technical Representative or designee, at the address specified on the Purchase Order(s).

One (1) invoice identified as the original invoice and one (1) identified invoice copy shall be submitted by the 10th of the following month work was performed. The invoice shall reference the purchase order number; include a description of the work performed in each maintenance category outlined in the Contract and correspond with the Pricing Tabulation provided by Purchasing and Contracting Department.

Any Extraordinary Labor work must include the location the work was performed, and Contractor must attach written authorization from City Technical Representative approving the Extraordinary Labor 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.

N. GRAFFITI. Contractor may charge extra for materials to remove or eradicate graffiti. Graffiti shall be addressed by the Contractor within forty-eight (48) hours of notice or observation. The Contractor shall notify the Technical Representative and receive an Extraordinary Labor written authorization prior to removing the graffiti.

O. 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.

P. IRRIGATION WATER – COSTS. The City of San Diego shall bear all the costs for water used in the maintenance of Contract sites covered by this Contract, except for negligent water waste, which will be charged to the Contractor.

Q. 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 of San Diego.

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 City Technical Representative 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.

All irrigation components, including meters, valves, valve boxes, sprinkler heads, quick couplers, and gate valves shall be relabeled or repainted purple as necessary to ensure compliance with regulations. All signage shall be maintained to ensure compliance with regulations.

R. SURETY BOND. Prior to the execution of the contract, the awarded Contractor shall be required to furnish the City of San Diego with a single surety bond executed by a surety company authorized to do business in the State of California, and approved by the City of San Diego, in a sum equal to one hundred percent (100%) of the Contract amount for the five (5) full years of the contract, conditional for the performance of the Contract. The performance bond shall be submitted to Purchasing & Contracting within ten (10) days of request. Failure to provide the bond within the time frame specified by the City shall be cause for the bid to be rejected as non-responsive. The bond shall be maintained by the Contractor in full force and effect during the entire period of performance under Contract. Failure to do so shall be cause for termination of the Contract. Refer to Article VIII of the City's General Contract Terms and Provisions, revised January 16, 2020 for additional information (See Exhibit C).

S. SCHEDULE OF TASK PRICING INSTRUCTIONS.

It is the intent of the City to award to a single contractor.

Contractor is required to input all contractor pricing using Exhibit I. Exhibit I is an Excel Spreadsheet with two (2) tabs; the "Proposer Input" tab is the detailed "Schedule of Task Pricing and Maintenance Pricing", and the "Auto Calc Summary Pricing" tab is the "Summary Pricing". Contractor shall input the "Labor Price per Hour", and "Materials Price" for each line listed under the tab titled, "Proposer Input". In addition, contractor shall input pricing for the "Total 1 Time Price" for the "Surety Bond, Five (5) Years" under the tab titled "Proposer Input".

Contractors are required to input pricing for each line item on Exhibit I. Failure to input pricing for a line item (including, but not limited to, "Labor Price per Hour", "Materials Price", and "Surety bond, Five (5) Years") may be cause for contractor's proposal to be

deemed non-responsive. Contractor should input a zero, if no pricing; however, a blank will be interpreted as a zero. The Excel spreadsheet will calculate the “Estimated Contract Value” for the full five (5) year term of the contract including the price for the one-time, “Surety Bond, Five (5) Years”.

All costs shall be fully burdened. “Labor Price per Hour” shall include all costs required to place and keep maintenance personnel on the job site, including but not limited to payroll, transportation, and insurance costs. “Materials Price” shall include, but not be limited to, the cost of materials plus any costs associated with transporting the materials to/from the job site. “Materials Price” must be stated as such and shall not be included in the “Labor Price per Hour”. “Surety Bond, Five (5) Years” price shall include the costs required to obtain a single Surety bond for a period of 5 years in accordance with Exhibit B, Section R.

The information contained in the “Total one (1) Time Price” breakdowns, and “Surety Bond, Five (5) Years” will be reviewed as part of the determination for a responsible bid. Contractor’s may be required to justify their “Surety Bond, Five (5) Years” price, and/or “Total 1 Time Price” based on the “Estimated Contract Value, Five (5) Year Term, Total” bid and/or City’s estimate of reasonable time to perform specific tasks and materials required. The City reserves the right to reject any submittal when, in its opinion, the Contractor cannot perform the contract in accordance with the specifications herein. The information in Exhibit I, “Schedule of Task Pricing and Maintenance Pricing”, may be used to determine amounts withheld for non-performance when inspections by City staff indicate a specified task was not performed.

EXHIBIT C



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

ARTICLE I
SCOPE AND TERM OF CONTRACT

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

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

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

ARTICLE II
CONTRACT ADMINISTRATOR

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

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

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

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

ARTICLE III COMPENSATION

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

3.2 Invoices.

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

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

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

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

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

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

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

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

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

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

ARTICLE IV SUSPENSION AND TERMINATION

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

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

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

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

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

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

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

4.5 Contractor's Right to Payment Following Contract Termination.

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

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

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

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

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

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

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

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

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

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

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

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

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

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

ARTICLE VII INDEMNIFICATION AND INSURANCE

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

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

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

Contractor shall provide, at a minimum, the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII BONDS

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

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

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

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

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

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

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

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

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

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

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

9.1.3 Non-Discrimination Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

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

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

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

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

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

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

ARTICLE XI DISPUTE RESOLUTION

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

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

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

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

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

ARTICLE XII MANDATORY ASSISTANCE

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

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

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

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

ARTICLE XIII MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT D

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT E

Article 3: Environmental Health Quality Controls

(Retitled from “Water Quality Controls” on 3-8-1994 by O-18047 N.S.)

Division 3: Stormwater Management and Discharge Control

(“Stormwater Management and Discharge Control”
added 9–27–1993 by O–17988 N.S.)

§43.0301 Purpose and Intent

The purposes of this Division are to restore and maintain the water quality of *receiving waters* and further ensure the health, safety and general welfare of the citizens of the City of San Diego by effectively prohibiting *non-storm water discharges*, including spills, dumping, and disposal of materials other than *storm water* to the *MS4*, and by reducing *pollutants* in discharges from the *MS4* to *receiving waters* to the *maximum extent practicable*, in a manner pursuant to and consistent with the Federal Water Pollution Control Act (Clean Water Act, 33 U.S.C. section 1251 et seq.) and the *MS4 permit*.

(Amended 9-10-2001 by O–18975 N.S.)

(Amended 7-16-2015 by O-20516 N.S.; effective 8-15-2015.)

§43.0302 Definitions

For purposes of this Division, defined terms appear in italics. The following definitions apply in this Division:

Best management practices (BMPs) means schedules of activities, prohibitions of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices to prevent or reduce to the *maximum extent practicable* the discharge of *pollutants* directly or indirectly to *receiving waters*. *BMPs* also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, and drainage from raw materials storage.

Employee training program means a documented curriculum that an employer may be required to implement pursuant to a *storm water pollution prevention plan* for the purpose of educating its employees on methods of reducing the discharge of *pollutants* to the *MS4*.

Enforcement agency means the City of San Diego or its authorized agents charged with ensuring compliance with this Division.

Enforcement official means the City Manager or his designee or any agent of the City authorized to enforce compliance with this Division.

EXHIBIT E

General storm water NPDES permit means any *NPDES permit* issued by the State Water Resources Control Board in accordance with 40 Code of Federal Regulations section 122.28.

Groundwater means subsurface water that occurs beneath the water table in soils and geological formations that are fully saturated.

Illicit connection means any man-made physical connection to the *MS4* that conveys an *illicit discharge*.

Illicit discharge means any discharge to the *MS4* that is not composed entirely of *storm water*, except discharges allowed under an *NPDES permit* and discharges conditionally allowed under the *MS4 permit*, as set forth in San Diego Municipal Code section 43.0305. *Illicit discharge* includes irrigation runoff discharged to the *MS4*.

Jurisdictional runoff management program means a written description of the specific runoff management measures and programs, including *BMPs*, that the City will implement to comply with the *MS4 permit* and ensure that storm water pollutant discharges in runoff are reduced to the *maximum extent practicable* and do not cause or contribute to a violation of water quality standards. Amendments to the *jurisdictional runoff management program* shall be approved by the City Manager. A copy of the currently applicable *jurisdictional runoff management program* is kept on file with the City Clerk.

Maximum extent practicable means the technology-based standard established by Congress in Clean Water Act section 402(p)(3)(B)(iii) for *storm water* that operators of *MS4s* must meet. *Maximum extent practicable* generally emphasizes pollution prevention and source control *BMPs* primarily in combination with treatment methods serving as a backup.

Municipal separate storm sewer system (MS4) means a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains): (i) owned or operated by the City; (ii) designated or used for collecting or conveying *storm water*; (iii) which is not a combined sewer; and (iv) which is not part of the Publicly Owned Treatment Works as defined at 40 Code of Federal Regulations section 122.26.

Municipal separate storm sewer system permit (MS4 permit) means *Regional Water Quality Control Board* Order No. R9-2013-0001, NPDES No. CAS0109266, as may be amended or replaced by a subsequent order.

National Pollutant Discharge Elimination System Permit (NPDES permit) means a permit issued by the *Regional Water Quality Control Board* or the State Water Resources Control Board pursuant to Division 7 of the California Water Code to control discharges from point sources to *receiving waters*.

EXHIBIT E

Non-storm water discharge means any discharge to or from the *MS4* that is not entirely composed of *storm water*, including *illicit discharges* and discharges allowed under an *NPDES permit*.

Notice of violation has the same meaning as in San Diego Municipal Code section 11.0210.

Pollutant means any agent introduced to the *MS4* that may cause or contribute to the degradation of water quality such that public health, the environment, or beneficial uses of *receiving waters* may be affected. *Pollutants* include solid waste, sewage, garbage, medical waste, wrecked or discarded equipment, radioactive materials, dredged spoil, rock, sand, industrial waste, any organic or inorganic contaminant, fecal coliform, fecal streptococcus, enterococcus, volatile organic surfactants, oil and grease, petroleum hydrocarbons, total organic lead, copper, chromium, cadmium, silver, nickel, zinc, cyanides, phenols, and biocides.

Premises means any building, lot parcel, land or portion of land whether improved or unimproved.

Public nuisance has the same meaning as in San Diego Municipal Code section 11.0210.

Receiving waters means waters of the United States, as defined under the Clean Water Act. *Receiving waters* include surface bodies of water that serve as discharge points for the *MS4*, such as creeks, rivers, reservoirs, lakes, lagoons, estuaries, harbors, bays and the Pacific Ocean.

Regional Water Quality Control Board means the California Regional Water Quality Control Board, San Diego Region.

Responsible person has the same meaning as in San Diego Municipal Code section 11.0210.

Storm water means storm water runoff, snow melt runoff, and surface runoff and drainage resulting from precipitation events.

Storm water pollution prevention plan means a document that describes the *BMPs* to be implemented by the owner or operator to eliminate or reduce to the *maximum extent practicable* discharges of *pollutants* to the *MS4*.

(Amended 9-10-2001 by O-18975 N.S.)

(Amended 7-16-2015 by O-20516 N.S.; effective 8-15-2015.)

EXHIBIT E

§43.0303 Construction and Application

This Division shall be interpreted to assure consistency with the requirements of applicable federal and state laws, regulations, orders and permits, and with the purposes and intent of this Division.

(“Construction and Application” added 9-27-1993 by O-17988 N.S.)

§43.0304 Illicit Discharges

- (a) Except as provided in San Diego Municipal Code section 43.0305, it is unlawful for any person to cause a *non-storm water discharge* to the *MS4*.
- (b) It is unlawful for any person to cause either individually or jointly any discharge into or from the *MS4* that results in or contributes to a violation of the *MS4 permit*.

(Retitled from “Discharge of Non-Stormwater Prohibited” and amended 9-10-2001 by O-18975 N.S.)

(Retitled to “Illicit Discharges” and amended 7-16-2015 by O-20516 N.S.; effective 8-15-2015.)

EXHIBIT E

§43.0305 Conditionally Allowed *Non-Storm Water Discharges*

The following *non-storm water discharges* are allowed on the condition that they are addressed as follows:

- (a) Any discharge to the *MS4* that is regulated under an *NPDES permit* issued to the discharger and administered by the State of California pursuant to Division 7 of the California Water Code is allowed, provided the discharger is in compliance with all requirements of the *NPDES permit* and other applicable laws and regulations.
- (b) *Non-storm water discharges* to the *MS4* from the categories listed in San Diego Municipal Code section 43.0305(b)(1)-(4) are allowed if: (i) the discharger obtains coverage under *NPDES permit* No. CAG919001 (*Regional Water Quality Control Board* Order No. R9-2007-0034, or subsequent order) for discharges to San Diego Bay, or under *NPDES permit* No. CAG919002 (*Regional Water Quality Control Board* Order No. R9-2008-0002, or subsequent order) for discharges to surface waters other than San Diego Bay, and the discharger is in compliance with all requirements of the applicable *NPDES permit* and all other applicable laws and regulations; or (ii) the *Regional Water Quality Control Board* determines in writing that coverage under *NPDES permit* No. CAG919001 or CAG919002 (or subsequent permits) is not required. Otherwise, *non-storm water discharges* from the following categories are *illicit discharges*:
 - (1) discharges from uncontaminated pumped *groundwater*;
 - (2) discharges from foundation drains when the system is designed to be located at or below the *groundwater* table to actively or passively extract *groundwater* during any part of the year;
 - (3) discharges from crawl space pumps;
 - (4) discharges from footing drains when the system is designed to be located at or below the *groundwater* table to actively or passively extract *groundwater* during any part of the year.

EXHIBIT E

- (c) *Non-storm water discharges* to the *MS4* from water line flushing and water main breaks, including discharges from water purveyors issued a water supply permit by the State of California or federal military installations, are allowed if the discharges have coverage under *NPDES permit* No. CAG679001 (*Regional Water Quality Control Board Order* No. R9-2010-0003, or subsequent order), and the discharger is in compliance with all requirements of that *NPDES permit* and other applicable laws and regulations. Discharges from recycled or reclaimed water lines to the *MS4* are allowed if the discharges have coverage under an *NPDES permit*, and the discharger is in compliance with the applicable *NPDES permit* and other applicable laws and regulations. Otherwise, discharges from water lines are *illicit discharges*.
- (d) *Non-storm water discharges* to the *MS4* from the following categories are allowed:
- (1) discharges from diverted stream flows;
 - (2) discharges from rising *groundwater*;
 - (3) discharges from uncontaminated *groundwater* infiltration to the *MS4*;
 - (4) discharges from springs;
 - (5) discharges from riparian habitats and wetlands;
 - (6) discharges from potable water sources, except discharges from water lines without coverage under an *NPDES permit* as set forth in San Diego Municipal Code section 43.0305(c);
 - (7) discharges from foundation drains when the system is designed to be located above the *groundwater* table at all times of the year, and the system is only expected to produce *non-storm water discharges* under unusual circumstances; and
 - (8) discharges from footing drains when the system is designed to be located above the *groundwater* table at all times of the year, and the system is only expected to produce *non-storm water discharges* under unusual circumstances.
- (e) *Non-storm water discharges* from the following categories are allowed if they are addressed with *BMPs* as set forth in the *jurisdictional runoff management program*. Otherwise, *non-storm water discharges* from the following categories are *illicit discharges*:

EXHIBIT E

- (1) Air conditioning condensation,
 - (2) Individual residential vehicle washing, and
 - (3) Water from swimming pools.
- (f) *Non-storm water discharges* to the *MS4* from firefighting activities are allowed if they are addressed as follows:
- (1) Non-emergency firefighting discharges. Non-emergency firefighting discharges, including building fire suppression system maintenance discharges (e.g. sprinkler line flushing), controlled or practice blazes, training, and maintenance activities shall be addressed by *BMPs* as set forth in the *jurisdictional runoff management program* to prevent the discharge of *pollutants* to the *MS4*.
 - (2) Emergency firefighting discharges. During emergencies, priority of efforts should be directed toward life, property, and the environment (in descending order). Emergency firefighting discharges shall be addressed by *BMPs* that do not interfere with emergency response operations or impact public health and safety.
- (g) Notwithstanding the categories of *non-storm water discharges* conditionally allowed by San Diego Municipal Code section 43.0305(a) through (f), if the *Regional Water Quality Control Board* or the *enforcement official* determines that any of these otherwise conditionally allowed *non-storm water discharges* are a source of *pollutants* to *receiving waters*, are a danger to public health or safety, or are causing a *public nuisance*, such discharges shall be prohibited from entering the *MS4*.

(Amended 9-10-2001 by O-18975 N.S.)

(Amended 2-19-2008 by O-19716 N.S.; effective 3-24-2008.)

(Retitled to “Conditionally Allowed Non-Storm Water Discharges” and amended 7-16-2015 by O-20516 N.S.; effective 8-15-2015.)

EXHIBIT E

§43.0306 *Illicit Connections Prohibited*

It is unlawful for any person to establish, use, or maintain any *illicit connection* to the *MS4*.

(“*Discharge in Violation of Permit Prohibited*” repealed; “*Illegal Connections Prohibited*” renumbered from Sec. 43.0307 and amended 9–10–2001 by O–18975 N.S.)

(Retitled to “*Illicit Connections Prohibited*” and amended 7-16-2015 by O-20516 N.S.; effective 8-15-2015.)

§43.0307 *Reduction of Pollutants in Storm Water*

Any person engaged in activities which may result in discharges to the *MS4* shall, to the *maximum extent practicable*, undertake all measures to reduce the risk of *non-storm water discharges* and *pollutant discharges*. The following requirements shall apply:

(a) *BMP Implementation.*

Every person undertaking any activity or use of a *premises* that may cause or contribute to *storm water* pollution or contamination, *illicit discharges*, or *non-storm water discharges* to the *MS4* shall comply with *BMP* guidelines or pollution control requirements, as may be established by the *enforcement official*. *BMPs* shall be maintained routinely throughout the life of the activity. Such *BMPs* include the *BMPs* set forth in the *jurisdictional runoff management program*.

(b) *Storm Water Pollution Prevention Plan.*

The *enforcement official* may require any business or operation that is engaged in activities which may result in *pollutant discharges* to the *MS4* to develop and implement a *storm water pollution prevention plan*, which must include an *employee training program* and the applicable *BMPs* from the *jurisdictional runoff management program*.

(c) *Coordination with Hazardous Materials Release Response Plans and Inventory.*

Any activity subject to the Hazardous Materials Release Response Plan, Chapter 6.95 of the California Health and Safety Code, shall include in that Plan provisions for compliance with this Division, including the prohibitions on *non-storm water discharges* and *illicit discharges*, and the requirement to reduce release of *pollutants* to the *MS4* to the *maximum extent practicable*.

EXHIBIT E

(d) Compliance with *General Storm Water NPDES Permits*.

Each discharger that is subject to any *general storm water NPDES permit* shall comply with all requirements of such permit. For those activities that discharge to the *MS4* under a *general storm water NPDES permit*, the discharger shall submit monitoring data and analytical evaluation/assessment to the City at the same time reports are submitted to the *Regional Water Quality Control Board*.

(“Illegal Connections Prohibited” renumbered to Sec. 43.0306; “Reduction of Pollutants in Stormwater” renumbered from Sec. 43.0308, retitled and amended 9-10-2001 by O-18975 N.S.)

(Retitled to “Reduction of Pollutants in Storm Water” and amended 7-16-2015 by O-20516 N.S.; effective 8-15-2015.)

§43.0308 Containment and Notification of Spills

Any person owning or occupying a *premises* who has knowledge of any significant release of *pollutants* or *non-storm water discharges* from those *premises* that may enter the *MS4* shall immediately take all reasonable action to contain the release and minimize any *non-storm water discharge*. The person shall notify the *enforcement agency* within 24 hours of the *non-storm water discharge*.

(“Reduction of Pollutants in Stormwater” renumbered to Sec. 43.0307; “Containment and Notification of Spills” renumbered from Sec. 43.0309 and amended 9-10-2001 by O-18975 N.S.)

(Amended 7-16-2015 by O-20516 N.S.; effective 8-15-2015.)

EXHIBIT E

§43.0309 **MS4 Protection**

Any person owning or occupying a *premises* through which the *MS4* passes shall:

- (a) Keep and maintain that part of the *premises* reasonably free of trash, debris and other obstacles which would pollute, contaminate, or retard the flow of water through the *MS4*; and
- (b) Maintain existing structures within or adjacent to the *MS4* so that those structures will not become a hazard to the use, function, or physical integrity of the *MS4*.

(“Containment and Notification of Spills” renumbered to Sec. 43.0308; “Stormwater Conveyance System Protection” renumbered from Sec. 43.0310, retitled and amended 9–10–2001 by O–18975 N.S.)

(Retitled to “MS4 Protection” and amended 7-16-2015 by O-20516 N.S.; effective 8-15-2015.)

§43.0310 **Enforcement Authority**

- (a) The *enforcement agency* and *enforcement official* may exercise any enforcement powers as provided in San Diego Municipal Code Chapter 1, Article 3, as may be necessary to effectively implement and enforce this Division.
- (b) In addition to the general enforcement powers provided in San Diego Municipal Code Chapter 1, the *enforcement agency* and *enforcement official* may exercise any of the following supplemental enforcement powers as may be necessary to effectively implement and enforce this Division:
 - (1) **Sampling Authority.** During any inspection, the *enforcement official* may take samples deemed necessary in order to implement and enforce the provisions of this Division. This may include the installation of sampling and metering devices on private property, or requiring the *responsible person* to supply samples.
 - (2) **Notice of Violation.** The *enforcement official* may issue a *notice of violation* to any *responsible person* to cease and desist all activities that may cause or contribute to a discharge in violation of this Division. This order may require the *responsible person* to: (i) comply with the applicable provisions and policies that govern this Division; (ii) comply within the designated time frame for compliance; (iii) take appropriate remedial or preventative action to keep the violation from recurring.

EXHIBIT E

- (3) **Monitoring and Mitigation.** The *enforcement official* may require reasonable monitoring of discharges from any *premises* to the *MS4* and shall have authority to order the mitigation of circumstances that may result in *illicit discharges*.
- (4) **Storm water pollution prevention plan.** The *enforcement official* shall have the authority to establish elements of a *storm water pollution prevention plan*, and to require any business or operation to adopt and implement such a plan pursuant to San Diego Municipal Code section 43.0307(b).
- (5) **Employee training program.** The *enforcement official* shall have the authority to establish the elements of an *employee training program* that is part of a *storm water pollution prevention plan*.
- (6) **Best management practices.** The *enforcement official* may establish the *BMPs* required to be implemented for any *premises* pursuant to San Diego Municipal Code section 43.0307(a).

(“*Stormwater Conveyance System Protection*” renumbered to Sec. 43.0309;
“*Enforcement Authority*” renumbered from Sec. 43.0311 and amended 9–10–2001 by
O–18975 N.S.)
(Amended 7-16-2015 by O-20516 N.S.; effective 8-15-2015.)

EXHIBIT E

§43.0311 Enforcement Remedies

- (a) It is unlawful for any person, business, or association to violate the provisions and requirements of San Diego Municipal Code sections 43.0301 through 43.0309. Violations of these provisions may be prosecuted as misdemeanors subject to the penalties provided in San Diego Municipal Code section 12.0201. The *enforcement official* may seek injunctive relief or civil penalties in the Superior Court pursuant to San Diego Municipal Code section 12.0202, or pursue any administrative remedy provided in San Diego Municipal Code Chapter 1, Article 2, Divisions 3 through 10.
- (b) Administrative civil penalties assessed pursuant to San Diego Municipal Code Chapter 1, Article 2, Division 8 for violations of any of the provisions and requirements of San Diego Municipal Code sections 43.0301 through 43.0309 shall be assessed at a maximum rate of \$10,000 per day per violation. The maximum amount of civil penalties shall not exceed \$100,000 per parcel or structure for any related series of violations.
- (c) As part of any civil action filed pursuant to San Diego Municipal Code section 12.0202 to enforce any provisions of San Diego Municipal Code sections 43.0301 through 43.0309, a court may assess a maximum civil penalty of \$10,000 per day per violation.

*(“Enforcement Authority” renumbered to Sec. 43.0310; “Enforcement Remedies” renumbered from Sec. 43.0312 and amended 9-10-2001 by O-18975 N.S.)
(Amended 7-16-2015 by O-20516 N.S.; effective 8-15-2015.)*

§43.0312 Remedies Not Exclusive

Remedies under this Article are in addition to and do not supersede or limit any and all other remedies, civil or criminal. The remedies provided for herein shall be cumulative and not exclusive.

(“Enforcement Remedies” renumbered to Sec. 43.0311; “Remedies Not Exclusive” renumbered from Sec. 43.0313 and amended 9-10-2001 by O-18975 N.S.)

EXHIBIT G
SAN DIEGO PARK AND RECREATION DEPARTMENT
WEEKLY

Facility, Furnishings & Grounds Safety Inspection

DEPARTMENT INSTRUCTION 6.6
P = Pass F = Fail N/A = Not Applicable

Location Inspected _____ Date of Inspection _____

Name (print) _____

Signature of Inspector _____ Title _____ Time Req'd _____

1.) GENERAL ENVIRONMENT

	P	F	N/A		P	F	N/A
A. Picnic Tables	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B. Picnic Shelters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Benches	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	D. Barbecue Grills	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E. Hot Coal Containers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	F. Drinking Fountains	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G. Signs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	H. Telephones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
I. Graffiti	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	J. No Obstructions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
K. Other _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

2.) RESTROOM

	P	F	N/A		P	F	N/A
A. Clean & Free of Debris	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B. Doors Free of Obstacles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Fixtures (Shower Heads, Sink, Bowls, Hand Dryer)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	D. Graffiti	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E. Drinking Fountains	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	F. Floor Surfaces	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				G. Other _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

3.) PARKING LOTS/SIDEWALKS (Cracks, Chips, Sand) STAIRWAYS

	P	F	N/A		P	F	N/A
A. Pot Holes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B. Signs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Lights	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	D. Sidewalk	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E. Railings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	F. Stairs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G. Landings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	H. Other _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

4.) TURF AREAS/ATHLETIC FIELDS/MULTI-PURPOSE COURTS

	P	F	N/A		P	F	N/A
A. Free of Debris	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B. Exposed or Broken Sprinkler Heads	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Holes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	D. Base Anchors/Plates	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E. Dugout Benches/Bleachers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	F. Backboard/Rims	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G. Nets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	H. Cables	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
I. Surfacing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	J. Other _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

5.) TREES

(Broken Limbs, Stubs, etc.)

	P	F	N/A
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

6.) FENCING

	P	F	N/A		P	F	N/A
A. Holes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B. Protruding Wire	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Gates (Operational, Locks Functional)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

7.) TRAILS

	P	F	N/A		P	F	N/A
A. Free of Debris	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B. Erosion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Hand Rails	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	D. Trail Markers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E. Railroad Ties/Telephone Post	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	F. Obstructions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G. Stairs/Steps	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	H. Other _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

EXHIBIT G

8.) BUILDINGS			P	F	N/A		P	F	N/A
Fire Prevention									
A. Flammable Liquids stored properly properly	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			B. Fire extinguishers full	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Other _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
Electrical			P	F	N/A		P	F	N/A
A. All junction boxes, outlets, switches installed & covered	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			B. Only one electrical plug per outlet	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Electrical panel accessible (nothing within 30" in front of panel)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			D. Other _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Building, Restrooms & General									
A. All rooms clean & free of debris	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			B. Panic hardware in working order	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Fixtures, (Shower Heads, Sink, Bowls, Hand Dryer)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			D. Doors free of obstacles & properly hinged	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E. Floor Surfaces	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			F. Drinking Fountains	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G. Graffiti	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			H. Other _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
First Aid Treatment									
A. Minimum Supply on hand according to standard first aid list	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			B. Other _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

9) SHORELINE			P	F	N/A		P	F	N/A
A. Irrigation Exposed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			B. Wash Outs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Rip Rap	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			D. Erosion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E. Drain Outlets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			F. Sign	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G. Above Grade Drain Swales	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			H. Beach Mooring Bars (Weeds, Signs, Wash Outs)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
I. Coastal Bluffs (Stability, Slumps, Park Improvements)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			J. Volleyball Courts (Nets, Poles)/ Basketball Courts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
K. Fire Rings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			L. Street End Barricades	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
M. Offshore Buoys	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			N. Other _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

10.) BOAT RAMP/DOCKS			P	F	N/A		P	F	N/A
A. Railings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			B. Deck	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Cleats	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			D. Signs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E. Ramps	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			F. Bolts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G. Hinges	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			H. Chains	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
I. Rollers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			J. Nails	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
K. Nonskid	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			L. Other _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PLEASE EXPLAIN ANY "FAILED" RATINGS AND ACTIONS TAKEN

COMMENTS: _____

District Manager (if required) _____ Date _____
 Grounds Maintenance Manager/Area Manager _____ Date _____
 Grounds Maintenance Supervisor _____ Date _____

EXHIBIT G

SAN DIEGO PARK AND RECREATION DEPARTMENT WEEKLY

Playground

SAFETY INSPECTION
DEPARTMENT INSTRUCTION 6.6

P = Pass

F = Fail

N/A = Not Applicable

Location Inspected _____ Date of Inspection _____

Name (print) _____

Signature of Inspector _____ Title _____ Time Req'd _____

1.) PLAYGROUND SURFACE

	P	F	N/A		P	F	N/A
A. Sand & Fibar Materials are at Adequate Levels	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B. Materials are Raked to Eliminate Compaction – Free of Debris	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. No Standing Water – Drains are Free of Debris	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	D. Accessible Surfacing is Not Tearing, Wearing or Collapsing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E. Accessible Surfacing is Free of Sand, Bark or Debris	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	F. Other _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2.) PLAYGROUND EQUIPMENT

	P	F	N/A		P	F	N/A
A. No Jagged/Exposed/Loose Screws, Bolts & Nuts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B. No Broken Supports/Anchors, Rails, Steps, Rungs, Seats, Bolts and/or Nuts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Wooden Equipment Free of Splinters/Rough Surface	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	D. Footings are Stable and Buried – No Jagged Edges	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E. Hooks, Hangers, Shackles, Links, Ropes and Cables	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	F. Equipment if Free of Rust, Corrosion & Chipping Paint	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G. Other _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

3.) CLIMBING EQUIPMENT

	P	F	N/A		P	F	N/A
A. Handholds are Secure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B. Footholds are Not Worn or Slippery	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Ropes and Cables	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	D. Other _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

4.) SWINGS

	P	F	N/A		P	F	N/A
A. Seats – No Pitch Points, Protruding Wire or Cracks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B. S Hooks, Chain Links and Brackets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. Cracks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	C. Tire Swings are Not Filled with Sand, Water or Other Debris	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				E. Other _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

5.) SEASAWS (SPRING TYPE) & ROCKING EQUIPMENT

	P	F	N/A		P	F	N/A
A. Handholds Stay in Place When Grasped, Without Turning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B. No Pinch Points	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. Other _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	C. Footrests	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

EXHIBIT H

Article 7: Water System

Division 38: Emergency Water Regulations

(“Emergency Water Regulations” added 10-19-1998 by O-18596 N.S.)

§67.3801 Declaration of Necessity and Intent

- (a) This Division establishes water management requirements necessary to conserve water, enable effective water supply planning, assure reasonable and beneficial use of water, prevent waste of water, prevent unreasonable use of water, prevent unreasonable method of use of water within the City of San Diego Water Department service area in order to assure adequate supplies of water to meet the needs of the public, and further the public health, safety, and welfare, recognizing that water is a scarce natural resource that requires careful management not only in times of drought, but at all times.
- (b) In addition to the general provisions of Section 67.3803, this Division establishes regulations to be implemented during times of declared water shortages, or declared water shortage emergencies. It establishes four levels of drought response actions to be implemented in times of shortage, with increasing restrictions on water use in response to worsening drought conditions and decreasing available water supplies.
- (c) Drought Response Level 1 measures are voluntary and will be reinforced through local and regional public education and awareness measures. Drought Response condition Levels 2 or higher become increasingly restrictive in order to attain escalating conservation goals.
- (d) During a Drought Response Level 2 condition or higher, the water conservation measures and water use restrictions established by this Division are mandatory and violations are subject to criminal, civil, and administrative penalties and remedies as provided in Chapter 1 of this Code.

(Renumbered from Sec. 67.38 and retitled to “Declaration of Emergency” on 10-19-1998 by O-18596 N.S.)

(Former Section 67.3801 repealed and added “Declaration of Necessity and Intent” 12-15-08 by O-19812 N.S; effective 1-14-2009.)

EXHIBIT H

§67.3802 Definitions

The following words and phrases whenever used in this Division will have the meaning defined in this section:

Cascading Fountain means a water feature with a flow which does not eject water up into the air.

Customer means any person, corporation, public or private entity, public or private association, public or private agency, government agency or institution, school district, college, university, or any other user of water provided by the City of San Diego.

Days are defined as calendar days, unless otherwise indicated.

Disaster means a catastrophic, naturally occurring or man-made event, including earthquake, flood, fire, riot, or storm, for which a state of emergency has been declared by the President of the United States, the Governor of California, or the executive officer or legislative body of the City or County of San Diego.

Drought means any shortage in water supply based upon expected demands that are caused by hydrological, environmental, legislative, judicial actions, or by infrastructure failure.

Grower means a *customer* engaged in the growing or raising, in conformity with recognized practices of husbandry, for the purpose of commerce, trade, or industry, or for use by public educational or correctional institutions, of agricultural, horticultural or floricultural products, and produced: (1) for human consumption or for the market, or (2) for the feeding of fowl or livestock produced for human consumption or for the market, or (3) for the feeding of fowl or livestock for the purpose of obtaining their products for human consumption or for the market. Grower does not refer to customers who purchase water subject to the Metropolitan Interim Agricultural Water Program or the San Diego County Water Authority Special Agricultural Rate Programs.

Industrial Use means any of the following Subcategories of the Industrial Use Category in San Diego Municipal Code section 131.0112(a)(10): (A) Heavy Manufacturing; (B) Light Manufacturing; or (D) Research and Development.

Measurable Rainfall means a period during and within 48 hours after rainfall of 1/8 of an inch or more recorded at the nearest reporting weather station for the *customer*.

EXHIBIT H

Metropolitan means the Metropolitan Water District of Southern California.

Ornamental Fountain means a water feature with an external forced flow or stream of water against gravity that is not used for recreational purposes or to support aquatic life.

Potted Plant means any plant or group of plants contained in a pot or other receptacle that can be moved, including plants on boards, bark, driftwood or airplants (epiphytes).

Recreational Fountain means any recreational structure, other than swimming pools or spa pools, which is open to the general public or which may be open to the general public, and uses re-circulated water in which people come into contact. This includes, but is not limited to, zero depth water features, interactive fountains, water slides, waterfalls, or combinations of such water features. Water features not intended for human contact, such as *ornamental fountains*, are not included.

Water Authority means the San Diego County Water Authority.

Water Conservation means the efficient management of water resources for beneficial uses, preventing waste, or accomplishing additional benefits with the same amount of water.

(Renumbered from Sec. 67.38.1 and retitled to "Comprehensive Water Conservation Plan" on 10-19-1998 by O-18596 N.S.)

(Former Section 67.3802 repealed and added "Definitions" 12-15-08 by O-19812 N.S.; effective 1-14-2009.)

(Amended 10-28-2009 by O-19904 N.S.; effective 11-27-2009.)

(Amended 6-29-2015 by O-20517 N.S.; effective 6-29-2015.)

(Amended 8-4-2016 by O-20699 N.S.; effective 9-3-2016.)

(Amended 11-20-2019 by O-21156 N.S.; effective 12-20-2019.)

§67.3803 Water Waste Prohibitions

To prevent the waste and unreasonable use of water and to promote water conservation, each of the following actions is prohibited, except where necessary to address an immediate health and safety need or to comply with a term or condition in a permit issued by a state or federal agency:

- (a) The application of potable water to outdoor landscapes in a manner that causes runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures.

EXHIBIT H

- (b) *Customers* shall repair or stop all water leaks upon discovery or within seventy-two hours of notification by the City of San Diego.
- (c) A *customer* shall not wash down sidewalks, driveways, parking areas, tennis courts or other paved areas without using a power washer or a hose with a shutoff nozzle. Washing any paved areas is only allowed to alleviate immediate safety or sanitation hazards. Wash water shall be collected and prevented from leaving the property and entering the municipal separate storm sewer system pursuant to Chapter 4, Article 3, Division 3 of this Code.
- (d) A *customer* shall not overfill swimming pools and spas.
- (e) A *customer* shall not use non-recirculating *ornamental fountains* or *cascading fountains*.
- (f) Using a hose that dispenses potable water to wash a motor vehicle, except where the hose is fitted with a shut-off nozzle or device attached to it that causes it to cease dispensing water immediately when not in use.
- (g) Single pass-through cooling systems as part of water service connections shall be prohibited after the effective date of this section. Non-recirculating systems in all conveyer car wash and commercial laundry systems shall be prohibited after the effective date of this section.
- (h) Serving drinking water other than upon request in eating or drinking establishments, including but not limited to restaurants, hotels, cafes, cafeterias, bars, or other public places where food or drink are served or purchased.
- (i) Operating a hotel or motel without providing guests the option of choosing not to have towels and linens laundered daily, or operating a hotel or motel without prominently displaying notice of this option in each guestroom using clear and easily understood language.
- (j) A *customer* may only irrigate *potted plants*, non-commercial vegetable gardens and fruit trees, residential and commercial landscapes, including golf courses, parks, school grounds and recreation fields, before 10:00 a.m. and after 6:00 p.m. A *customer* may irrigate at any time the following:
 - (1) as required by a landscape permit;
 - (2) for erosion control;
 - (3) for establishment, repair, or renovation of public use fields for schools and parks;

EXHIBIT H

- (4) for landscape establishment following a *disaster*. Such irrigation is permitted for a period of up to two months, after which a hardship variance is required in accordance with Section 67.3810;
 - (5) for renovation or repair of an irrigation system with an operator present; or
 - (6) for nursery and commercial *growers* using a hand-held hose equipped with a positive shut-off nozzle, a hand held container, or when a drip or micro-irrigation system or equipment is used. Irrigation of nursery propagation beds is permitted at any time.
- (k) The irrigation with potable water of ornamental turf on public street medians.
 - (l) The irrigation with potable water of landscapes outside of newly constructed homes and buildings in a manner inconsistent with regulations or other requirements established by the California Building Standards Commission and the Department of Housing and Community Development.
 - (m) The application of potable water to outdoor landscapes during and within 48 hours after measurable rainfall.

(Renumbered from Sec. 67.38.2 and amended 10-19-1998 by O-18596 N.S.)

(Former Section 67.3803 repealed and added "Water Waste Prohibitions" 12-15-08 by O-19812 N.S.; effective 1-14-2009.)

(Amended 12-7-2010 by O-20008 N.S.; effective 1-6-2011.)

(Amended 10-3-2011 by O-20093 N.S.; effective 11-2-2011.)

(Amended 6-29-2015 by O-20517 N.S.; effective 6-29-2015.)

(Amended 8-4-2016 by O-20699 N.S.; effective 9-3-2016.)

§67.3804 Application

- (a) This Division applies to any *customer* in the use of any water provided by the City of San Diego.
- (b) This Division is intended solely to further the conservation of water. It is not intended to implement or replace any provision of federal, state, or local statutes, ordinances, or regulations relating to protection of water quality or control of drainage or runoff.

EXHIBIT H

- (b) Nothing in this Division is intended to affect or limit the ability of the City Manager to declare and respond to an unforeseeable *disaster* or water emergency such as an earthquake, *drought*, aqueduct break, or other major disruption in the water supply, pursuant to the City Charter or other provisions of this Code.
- (d) This Division does not apply to use of water from private wells or to reclaimed water, or the use of grey water systems.
- (e) This Division does not apply to use of water that is subject to a special supply program, such as the *Metropolitan* Interim Agricultural Water Program or the *Water Authority* Special Agricultural Rate Programs. Violations of the conditions of special supply programs are subject to the penalties established under the applicable program. A *customer* using both water subject to a special supply program and other water provided by the City of San Diego is subject to this Division in the use of water provided by the City of San Diego.
- (f) The use of potable water by any *customer* for *industrial use*, including the evaporative cooling of *industrial use* facilities, is exempt from the provisions of Municipal Code section 67.3806(c) if all of the following conditions are met to the satisfaction of the City Manager:
 - (1) The *customer* has satisfactorily implemented the Best Management Practices identified by the City Manager; and
 - (2) The *customer* is in compliance with the California Plumbing Code, title 24, part 5 of the California Code of Regulations, including using all applicable water-conserving fixtures and fittings on the premises to the fullest extent possible.
- (g) If a *customer's* premises is located in an area where City reclaimed water is available for *customer* use by direct connection to the City's reclaimed water infrastructure, the use of potable water by that *customer* for *industrial use*, including the evaporative cooling of *industrial use* facilities, is exempt from the provisions of Municipal Code section 67.3806(c), if all of the following conditions are met to the satisfaction of the City Manager:
 - (1) the *customer* uses reclaimed water on its premises to the fullest extent possible, including in landscape irrigation and evaporative cooling, if applicable; and
 - (2) The *customer* is in compliance with the California Plumbing Code, title 24, part 5 of the California Code of Regulations, including using all applicable water-conserving fixtures and fittings on the premises to the fullest extent possible.

EXHIBIT H

- (h) This Division does not apply to areas serviced by the Park and Recreation Department, including public rights-of-way, and street trees, or areas with significant public benefit requiring enhanced irrigation schedules, such as public parks. Irrigation of the areas serviced by the Park and Recreation Department shall be operated and maintained according to a schedule determined by the City Manager, consistent with section 67.3801.

(Renumbered from Sec. 67.38.3, retitled to “Authority to Implement Water Conservation Stages” and amended 10-19-1998 by O-18596 N.S.)

(Former Section 67.3804 repealed and added “Application” 12-15-08 by O-19812 N.S.; effective 1-14-2009.)

(Amended 6-29-2015 by O-20517 N.S.; effective 6-29-2015.)

(Amended 11-20-2019 by O-21156 N.S.; effective 12-20-2019.)

§67.3805 Drought Response Level 1 – Drought Watch Condition

- (a) A Drought Response Level 1 condition is also referred to as a “Drought Watch” condition. The City Manager may recommend, and upon resolution of the City Council, declare a Drought Response Level 1 when there is a reasonable probability, due to *drought*, that there will be a supply shortage and that a consumer demand reduction of up to 10 percent is required in order to ensure that sufficient supplies will be available to meet anticipated demands. Upon such declaration, the City Manager shall take action to implement the voluntary Level 1 conservation practices identified in this Division.
- (b) During a Level 1 Drought Watch condition, City of San Diego will increase its public education and outreach efforts to increase public awareness of the need to implement the following *water conservation* practices.
 - (1) Limit all landscape irrigation to no more than three assigned *days* per week on a schedule established and posted by the City Manager. This provision does not apply to commercial *growers* or nurseries, nor to the irrigation of golf course greens and tees.
 - (2) Use a hand-held hose equipped with a positive shut-off nozzle or hand held container or a garden hose sprinkler system on a timer to water landscaped areas, including trees and shrubs located on residential and commercial properties that are not irrigated by a landscape irrigation system.

EXHIBIT H

- (3) The washing of automobiles, trucks, trailers, airplanes and other types of mobile equipment is permitted only before 10:00 a.m. or after 6:00 p.m. with a hand-held container or a hand-held hose equipped with a positive shut-off nozzle for quick rinses. Boats and boat engines are permitted to be washed down after use. Washing is permitted at any time on the immediate premises of a commercial car wash. The use of water by all types of commercial car washes which do not use partially recirculated water will be reduced in volume by an amount determined by resolution of the City Council. Mobile equipment washings are exempt from these regulations where the health, safety and welfare of the public are contingent upon frequent vehicle cleanings, such as garbage trucks and vehicles to transport food products, livestock and perishables.
- (4) Use recycled or non-potable water for construction purposes when available.
- (5) Use of water from fire hydrants will be limited to fire fighting, meter installation by the Water Department as part of its Fire Hydrant Meter Program, and related activities or other activities necessary to maintain the health, safety and welfare of the citizens of San Diego.
- (6) Construction operations receiving water from a fire hydrant meter or water truck will not use water beyond normal construction activities, consistent with Section 67.3803 and that required by regulatory agencies. Construction projects requiring watering for new landscaping materials shall adhere to the designated irrigation hours of only before 10:00 a.m. and after 6:00 p.m.

*(Renumbered from Sec. 67.38.4 and amended 10-19-1998 by O-18596 N.S.)
(Former Section 67.3805 repealed and added "Drought Response Level 1 –
Drought Watch Condition" 12-15-08 by O-19812 N.S.; effective 1-14-2009.)
(Amended 10-28-2009 by O-19904 N.S.; effective 11-27-2009.)
(Amended 12-7-2010 by O-20008 N.S.; effective 1-6-2011.)
(Amended 10-3-2011 by O-20093 N.S.; effective 11-2-2011.)
(Amended 6-29-2015 by O-20517 N.S.; effective 6-29-2015.)
(Amended 8-4-2016 by O-20699 N.S.; effective 9-3-2016.)*

EXHIBIT H

§67.3806 Drought Response Level 2 – Drought Alert Condition

- (a) A Drought Response Level 2 condition is also referred to as a “Drought Alert” condition. The City Manager may recommend and, upon resolution of the City Council, declare a Drought Response Level 2 when, due to *drought*, a consumer demand reduction of up to 20 percent is required in order to ensure that sufficient supplies will be available to meet anticipated demands. Upon declaration of Drought Response Level 2, the City Manager shall take action to implement the mandatory Level 2 conservation practices identified in this Division.
- (b) All City of San Diego water *customers* shall comply with all Level 1 Drought Watch *water conservation* practices during a Level 2 Drought Alert, and shall also comply with the following conservation measures:
 - (1) Limit all landscape irrigation using sprinklers to no more than five minutes per watering station during the two assigned *days* per week on a schedule established and posted by the City Manager. This provision does not apply to landscape irrigation systems using water efficient devices, including drip/micro-irrigation systems and stream rotor sprinklers.
 - (2) Landscaped areas, including trees and shrubs not irrigated by a landscape irrigation system governed by Section 67.3806(b)(1) shall be watered no more than two assigned *days* per week by using a hand held container, hand-held hose with positive shut-off nozzle, or low volume non-spray irrigation (soaker hose.)
 - (3) Stop operating *ornamental fountains* except to the extent needed for maintenance.
 - (4) *Potted plants*, non-commercial vegetable gardens and fruit trees may be irrigated on any *day*, but must be irrigated only before 10:00 a.m. or after 6:00 p.m.
 - (5) Irrigation is permitted any *day* at any time, as follows:
 - (A) as required by a landscape permit;
 - (B) for erosion control;
 - (C) for establishment, repair or renovation of public use fields for schools and parks; or

EXHIBIT H

- (D) for landscape establishment following a *disaster*. Such irrigation is permitted for a period of up to two months, which a hardship variance is required in accordance with Section 67.3810.
- (c) The City Manager may recommend and, upon resolution of the City Council, implement a water allocation per *customer* account served by the City of San Diego, and a schedule of surcharges or penalties for exceeding the water allocation. If the City Council adopts or modifies water allocations, the City Manager will post notice of the water allocation prior to the effective date(s). Following the effective date(s) of the water allocation as established by the City Council, any *customer* that uses water in excess of the allocation will be subject to a surcharge or penalty for each billing unit of water in excess of the allocation. The surcharge or penalty for excess water usage will be in addition to any other remedy or penalty that may be imposed for violation of this Division. The *water conservation* measures required under Level 1 Drought Watch and Level 2 Drought Alert conditions, may be suspended by resolution of the City Council during the period a water allocation is in effect.

*(Renumbered from Sec. 67.38.5 and amended 10-19-1998 by O-18596 N.S.)
(Former Section 67.3806 repealed and added "Drought Response Level 2 – Drought Alert Condition" 12-15-08 by O-19812 N.S.; effective 1-14-2009.)
(Amended 10-28-2009 by O-19904 N.S.; effective 11-27-2009.)
(Amended 12-7-2010 by O-20008 N.S.; effective 1-6-2011.)
(Amended 10-3-2011 by O-20093 N.S.; effective 11-2-2011.)
(Amended 6-29-2015 by O-20517 N.S.; effective 6-29-2015.)*

§67.3807 Drought Response Level 3 – Drought Critical Condition

- (a) A Drought Response Level 3 condition is also referred to as a "Drought Critical" condition. The City Manager may recommend and, upon resolution of the City Council, declare a Drought Response Level 3 when, due to *drought*, there will be a supply shortage and that a consumer demand reduction of up to 40 percent is required in order to ensure that sufficient supplies will be available to meet anticipated demands. Upon declaration of Drought Response Level 3, the City Manager shall take action to implement the mandatory Level 3 conservation practices identified in this Division.
- (b) All City of San Diego water *customers* shall comply with all Level 1 Drought Watch and Level 2 Drought Alert *water conservation* practices during a Level 3 Drought Critical condition and shall also comply with the following additional mandatory conservation measures:

EXHIBIT H

- (1) Limit all landscape irrigation to no more than five minutes per watering station during the two assigned *days* per week on a schedule established and posted by the City Manager. This provision will not apply to commercial *growers* or nurseries, nor to the irrigation of golf course greens. *Customers* with irrigation systems that use non-standard spray heads, such as impact rotors, rotating nozzles or micro-spray heads shall limit irrigation to no more than 18 minutes per *day* total on assigned watering *days*.
 - (2) Stop filling or re-filling ornamental lakes or ponds, except to the extent needed to sustain plants or animals that have been actively managed within the water feature prior to declaration of a *drought* response level under this Division.
 - (3) Stop washing vehicles except at commercial carwashes that recirculate water, or by high pressure/low volume wash systems.
 - (4) Stop operating *cascading fountains* and *recreational fountains* except to the extent needed for maintenance.
- (c) Upon the declaration of a Drought Response Level 3 condition requiring a 30 percent or greater demand reduction, new potable water services, temporary or permanent water meters, and statements of immediate ability to serve or provide potable water service (such as, will serve letters, certificates, or letters of availability) will be allowed only under the circumstances listed below. This provision does not preclude the resetting or turn-on of meters to provide continuation of water service or to restore service that has been interrupted.
- (1) A valid building permit has been issued for the project; or
 - (2) The project is necessary to protect the public's health, safety, and welfare; or
 - (3) The number of new fire hydrant meters will not exceed the existing number of currently authorized fire hydrant meters. A new fire hydrant meter will be issued only when an old meter is returned; or

EXHIBIT H

- (4) The applicant provides substantial evidence satisfactory to the City Manager of an enforceable commitment that the new water demands for the project will be offset prior to the provision of new water meter(s). Such offset shall be in the form of additional *water conservation* measures, the provision of recycled water use in place of existing potable water demands, or other such offsets developed and approved by the City Manager. These offsets shall be reflected in a reduced capacity fee from the project's initially calculated demand (for example, an offset of 75 equivalent dwelling units ("edu") is provided so that the project's 200 edu demand is reduced to 125 edus and fees are paid on 125 edus but the service and meter will be sized at 200 edus).

Development projects with approved tentative maps and related entitlements shall have their maps and related entitlement's expiration dates tolled for the period of time that the Drought Response Level 3 condition is in place but not to exceed 5 years, unless the development project applicant chooses to proceed with development under subsections (c)(1) through (c)(4) above.

- (d) Upon the declaration of a Drought Response Level 3 condition, the City Manager will suspend consideration of annexations to its service area.
- (e) The City Manager may recommend and, upon resolution of the City Council, implement a water allocation per *customer* served by the City of San Diego, and a schedule of surcharges or penalties for exceeding the water allocation. If the City Council adopts or modifies a water allocation, the City Manager will post notice of the allocation prior to the effective date(s). Following the effective date(s) of the water allocation as established by the City Council, any *customer* that uses water in excess of the allocation will be subject to a surcharge or penalty for each billing unit of water in excess of the allocation. The surcharge or penalty for excess water usage will be in addition to any other remedy or penalty that may be imposed for violation of this Division. The *water conservation* measures required under Level 1 Drought Watch, Level 2 Drought Alert, and Level 3 Drought Critical conditions may be suspended by resolution of the City Council during the period a water allocation is in effect.

*(Renumbered from Sec. 67.38.6 and amended 10-19-1998 by O-18596 N.S.)
(Former Section 67.3807 repealed and added "Drought Response Level 3 – Drought Critical Condition" 12-15-08 by O-19812 N.S; effective 1-14-2009.)
(Amended 10-3-2011 by O-20093 N.S.; effective 11-2-2011.)
(Amended 6-29-2015 by O-20517 N.S.; effective 6-29-2015.)*

EXHIBIT H

§67.3808 Drought Response Level 4 – Drought Emergency

- (a) A Drought Response Level 4 condition is also referred to as a “Drought Emergency” condition. The City Manager may recommend and, upon resolution of the City Council, declare a water shortage emergency pursuant to California Water Code section 350 and declare a Drought Response Level 4 when there is a reasonable probability that there will be a supply shortage and that a consumer demand reduction of more than 40 percent is required in order to ensure that sufficient supplies will be available to meet anticipated demands. Upon declaration of a Drought Response Level 4, the City Manager shall take action to implement the mandatory Level 4 conservation practices identified in this Division and on the grounds provided in California Water Code section 350.
- (b) All City of San Diego water *customers* shall comply with all *water conservation* measures required during Level 1 Drought Watch, Level 2 Drought Alert, and Level 3 Drought Critical conditions and shall also comply with the following additional mandatory conservation measures:
 - (1) Stop all landscape irrigation, except crops and landscape products of commercial *growers* and nurseries. This restriction does not apply to:
 - (A) Maintenance of trees and shrubs that are watered no more than two assigned days per week on a schedule established and posted by the City Manager, and by using a hand held container, hand-held hose with an automatic shut-off nozzle, or low-volume non-spray irrigation;
 - (B) Maintenance of existing landscaping necessary for fire protection;
 - (C) Maintenance of existing landscaping for erosion control;
 - (D) Maintenance of plant materials identified to be rare, protected by City Council Policy or essential to the well being of rare animals;
 - (E) Maintenance of landscaping within active public parks and playing fields, day care centers, school grounds, cemeteries, and golf course greens, provided that such irrigation does not exceed two days per week according to the schedule established under Section 67.3807(b)(1);

EXHIBIT H

- (F) Watering of livestock; and
 - (G) Public works projects and actively irrigated environmental mitigation projects.
- (2) Stop filling or refilling residential pools and spas.
 - (3) No new commitments or agreements will be entered into to provide water to *customers* or agencies located outside of the City of San Diego.

*(Renumbered from Sec. 67.38.7 and amended 10-19-1998 by O-18596 N.S.)
(Former Section 67.3808 repealed and added "Drought Response Level 4 –
Drought Emergency" 12-15-08 by O-19812 N.S; effective 1-14-2009.)
(Amended 10-3-2011 by O-20093 N.S.; effective 11-2-2011.)*

§67.3809 Procedures for Determination and Notification of Drought Response Level

- (a) The existence of a Drought Response Level 1 condition may be declared upon recommendation by the City Manager and resolution of the City Council, upon a written determination of the existence of the facts and circumstances supporting the determination. A copy of the written determination will be filed with the City Clerk. The City Manager will publish a notice of the determination of existence of Drought Response Level 1 condition in the City's official newspaper. The City of San Diego may also post notice of the condition on its website.

The Water Department will monitor the projected supply and demand for water during periods of emergency or *drought* and will recommend to the City Manager the extent of the conservation required. The City Manager will recommend to the City Council the implementation or termination of the appropriate level of *water conservation* in accordance with this Division.

- (b) The existence of Drought Response Level 2 or Level 3 conditions may be declared upon recommendation by the City Manager and resolution of the City Council. The mandatory conservation measures applicable to Drought Response Level 2 or Level 3 conditions will take effect on the tenth day after the date the response level is declared. Within five days following the declaration of the response level, the City Manager will publish a notice giving the extent, terms and conditions respecting the use and consumption of water a minimum of one time for three consecutive days in the City's official newspaper. If the City Council adopts a water allocation, the City Manager will publish notice of this adoption in the City's official newspaper. Water allocation will be effective on the fifth day following the date of publication or at such later date as specified in the notice.

EXHIBIT H

- (c) The existence of a Drought Response Level 4 condition may be declared upon recommendation by the City Manager and resolution of the City Council and in accordance with the procedures specified in California Water Code Sections 351 and 352. The mandatory conservation measures applicable to Drought Response Level 4 conditions will take effect on the tenth day after the date the response level is declared. Within five days following the declaration of the response level, the City Manager will publish a notice giving the extent, terms and conditions respecting the use and consumption of water in the City's official newspaper. If the City Council adopts a water allocation, the City Manager will publish notice of the allocation in the City's official newspaper. Water allocation will be effective on the fifth day following the date of publication or at such later date as specified in the notice.
- (d) The City of San Diego may declare an end to Drought Response Levels 1, 2, 3 and 4 upon recommendation of the City Manager and resolution by the City Council at any regular or special meeting of the City Council.

*(Renumbered from Sec. 67.38.8 and amended 10-19-1998 by O-18596 N.S.)
(Former Section 67.3809 repealed and added "Procedures for Determination and Notification of Drought Response Level" 12-15-08 by O-19812 N.S; effective 1-14-2009.)*

§67.3810 Hardship Variance

- (a) If, due to unique circumstances, a specific requirement of this Division would result in undue hardship to a *customer* using City of San Diego water or to property upon which City of San Diego water is used, that is disproportionate to the impacts to City of San Diego water users generally or to similar property or classes of water uses, then the *customer* may apply for a variance to the requirements as provided in this Section.
- (b) The variance may be granted or conditionally granted, only upon a written finding of the existence of facts demonstrating an undue hardship to a *customer* using City of San Diego water or to property upon which City of San Diego water is used, that is disproportionate to the impacts to City of San Diego water users generally or to similar property or classes of water user due to specific and unique circumstances of the user or the user's property.

EXHIBIT H

(1) Application.

Application for a variance will be in written form prescribed by the City Manager and will be accompanied by a non-refundable processing fee in an amount set by resolution of the City Council.

(2) Supporting Documentation.

The written application will be accompanied by photographs, maps, drawings, or other pertinent information as applicable, including a written statement of the applicant.

(3) Approval Authority.

The City Manager will exercise approval authority and act upon any completed application after submittal and may approve, conditionally approve, or deny the variance. The applicant requesting the variance will be promptly notified in writing of any action taken. The decision of the City Manager is final. Unless specified otherwise at the time a variance is approved, the variance applies to the subject property during the term of the mandatory *drought* response.

(4) Required Findings for Variance.

(A) Except as set forth in Section 67.3810(B), an application for a variance will be denied unless the approving authority finds, based on the information provided in the application, supporting documents, or such additional information as may be requested, and on water use information for the property as shown by the records of the City of San Diego, all of the following:

- (i) that the variance does not constitute a grant of special privilege inconsistent with the limitations upon other City of San Diego *customers*; and
- (ii) that because of special circumstances applicable to the property or its use, the strict application of this Division would have a disproportionate impact on the property or use that exceeds the impacts to *customers* generally; and

EXHIBIT H

- (iii) that the authorizing of such variance will not be of substantial detriment to adjacent properties, and will not materially affect the ability of the City of San Diego to effectuate the purpose of this Division and will not be detrimental to the public interest; and
 - (iv) that the condition or situation of the subject property or the intended use of the property for which the variance is sought is not common, recurrent or general in nature.
- (B) An application for a variance will be denied unless the approving authority finds, based on the information provided in the application, supporting documents, or such additional information as may be requested, and on water use information for the property as shown by the records of the City of San Diego, either of the following:
- (i) that the property has been adversely impacted by a *disaster*; or
 - (ii) that proposed alternative water use restrictions for the property would result in greater water savings than the existing water use restrictions.
- (5) No relief will be granted to any *customer* for any reason in the absence of a showing by the *customer* that the *customer* has achieved the maximum practical reduction in water consumption in the *customer's* residential, commercial, industrial, institutional, agricultural or governmental water consumption.

(Renumbered from Sec. 67.38.9 on 10-19-1998 by O-18596 N.S.)

(Former Section 67.3810 repealed and added "Hardship Variance" 12-15-08 by O-19812 N.S.; effective 1-14-2009.)

(Amended 10-28-2009 by O-19904 N.S.; effective 11-27-2009.)

EXHIBIT H

§67.3811 **Violations and Penalties**

It is unlawful for any *customer* to violate the mandatory provisions of this Division. Violations are subject to criminal, civil, and administrative penalties and remedies as provided in Chapter 1 of this Code. In addition, service of water may be discontinued or appropriately limited through the installation of flow-restricting devices to any *customer* who willfully uses water in violation of this Division.

(Renumbered from Sec. 67.39 and retitled to "Publication of Terms of Water Use" on 10-19-1998 by O-18596 N.S.)

(Former Section 67.3811 repealed and added "Violations and Penalties" 12-15-08 by O-19812 N.S.; effective 1-14-2009.)

EXHIBIT I: SCHEDULE OF TASK PRICING AND MAINTENANCE PRICING											
ITB 10089739-22-L											
PROPOSER NAME: Aztec Landscaping, Inc.											
All cells must be filled-in in this spreadsheet. If no price, enter a zero (0). Failure to complete all cells may be cause for rejection of bid submittal as non-responsive.											
* Labor Price = (City's Est. Hours) X (Labor Price Per Hour)											
** Total 1 Time Price = (Labor Price) + (Materials Price)											
*** Yearly Task Price = (Total 1 Time Price) X (Est. Yrly Frequency)											
Section	Item	Category	Task Description	City's Est. Hours	Labor Price per Hour	Labor Price*	Materials Price	Total 1 Time Price**	Est. Yrly Frequency	Yearly Task Price***	Yrly Est. City's Hrs
1A		Park Maintenance	Views West Neighborhood Park								
1A			Approximate Acres	19.74							
1A	1	Park Evaluation and Safety Inspection	Inspection by Supervisor	0.50	\$ 33.50	\$ 16.75		\$ 16.75	52	\$ 871.00	26
1A	1	Park Evaluation and Safety Inspection	Inspection by Maintenance Staff	0.20	\$ 33.50	\$ 6.70		\$ 6.70	360	\$ 2,412.00	72
1A	2	Irrigation Systems	Systems check & maintenance	2.00	\$ 33.50	\$ 67.00	\$ 10.00	\$ 77.00	52	\$ 4,004.00	104
1A	3	Trash Removal	Litter Pick-up (daily by 10:00 am)	0.25	\$ 24.00	\$ 6.00		\$ 6.00	360	\$ 2,160.00	90
1A	3	Trash Removal	Empty Cans & Change Liners (Mon, Wed, Fri, Sat, Sun)	0.50	\$ 24.00	\$ 12.00	\$ 3.00	\$ 15.00	260	\$ 3,900.00	130
1A	3	Trash Removal	Empty Recycle Receptacles & Change Liners (Monday and Friday)	0.25	\$ 24.00	\$ 6.00	\$ 1.00	\$ 7.00	104	\$ 728.00	26
1A	4	Turf Maintenance	Mow and Sweep	2.00	\$ 24.00	\$ 48.00		\$ 48.00	52	\$ 2,496.00	104
1A	4	Turf Maintenance	Edge	1.50	\$ 24.00	\$ 36.00		\$ 36.00	52	\$ 1,872.00	78
1A	4	Turf Maintenance	Aerify	3.00	\$ 24.00	\$ 72.00		\$ 72.00	3	\$ 216.00	9
1A	5	Tree Maintenance	Fertilize	4.00	\$ 24.00	\$ 96.00	\$ 25.00	\$ 121.00	2	\$ 242.00	8
1A	5	Tree Maintenance	Lace/Trim/Prune (as needed)	8.00	\$ 24.00	\$ 192.00		\$ 192.00	2	\$ 384.00	16
1A	6	Planter, Shrub/Flower Bed, Slope, and Groundcover Maintenance (Slope maintenance included)	Fertilize	4.00	\$ 24.00	\$ 96.00	\$ 450.00	\$ 546.00	2	\$ 1,092.00	8
1A	6	Planter, Shrub/Flower Bed, Slope, and Groundcover Maintenance (Slope maintenance included)	Hedge/Prune/Mulch	6.00	\$ 24.00	\$ 144.00		\$ 144.00	3	\$ 432.00	18
1A	7	Playground, Volleyball, Horseshoe, & Fitness Area Maintenance	Safety Inspection (by 9:00 am)	0.25	\$ 24.00	\$ 6.00		\$ 6.00	360	\$ 2,160.00	90
1A	7	Playground, Volleyball, Horseshoe, & Fitness Area Maintenance	Clean and Groom Play Surfaces	0.50	\$ 24.00	\$ 12.00		\$ 12.00	360	\$ 4,320.00	180
1A	7	Playground, Volleyball, Horseshoe, & Fitness Area Maintenance	Rototill or Rake (sand or fiber)	1.00	\$ 24.00	\$ 24.00		\$ 24.00	12	\$ 288.00	12
1A	8	Hardscape and Roadways Maintenance	Remove debris - sidewalks	1.00	\$ 24.00	\$ 24.00		\$ 24.00	52	\$ 1,248.00	52
1A	8	Hardscape and Roadways Maintenance	Remove debris - outdoor courts	0.50	\$ 24.00	\$ 12.00		\$ 12.00	104	\$ 1,248.00	52

EXHIBIT I: SCHEDULE OF TASK PRICING AND MAINTENANCE PRICING											
ITB 10089739-22-L											
PROPOSER NAME: Aztec Landscaping, Inc.											
All cells must be filled-in in this spreadsheet. If no price, enter a zero (0). Failure to complete all cells may be cause for rejection of bid submittal as non-responsive.											
* Labor Price = (City's Est. Hours) X (Labor Price Per Hour)											
** Total 1 Time Price = (Labor Price) + (Materials Price)											
*** Yearly Task Price = (Total 1 Time Price) X (Est. Yrly Frequency)											
Section	Item	Category	Task Description	City's Est. Hours	Labor Price per Hour	Labor Price*	Materials Price	Total 1 Time Price**	Est. Yrly Frequency	Yearly Task Price***	Yrly Est. City's Hrs
1A	8	Hardscape and Roadways Maintenance	Remove debris - parking lots/roads	1.50	\$ 24.00	\$ 36.00		\$ 36.00	52	\$ 1,872.00	78
1A	9	Site Furnishings (Furniture, Benches, Tables, Drinking Fountains, Grills, Hot Coal Containers, etc.)	Clean Site Furnishings	0.25	\$ 24.00	\$ 6.00		\$ 6.00	52	\$ 312.00	13
1A	9	Site Furnishings (Furniture, Benches, Tables, Drinking Fountains, Grills, Hot Coal Containers, etc.)	Clean Drinking Fountains	0.25	\$ 24.00	\$ 6.00		\$ 6.00	260	\$ 1,560.00	65
1A	9	Site Furnishings (Furniture, Benches, Tables, Drinking Fountains, Grills, Hot Coal Containers, etc.)	Empty Hot Coal Containers and Grills	0.25	\$ 24.00	\$ 6.00		\$ 6.00	12	\$ 72.00	3
1A	10	Maintain Storm Drains & Brow Ditches	Clean	0.50	\$ 24.00	\$ 12.00		\$ 12.00	12	\$ 144.00	6
1A	11	Maintain Ballfields	Infield/outfield maintenance	0.50	\$ 24.00	\$ 12.00		\$ 12.00	12	\$ 144.00	6
1A	12	Weed Removal	Weed Removal	3.00	\$ 24.00	\$ 72.00	\$ 5.00	\$ 77.00	52	\$ 4,004.00	156
1A					Total Section 1A, Park Maintenance, Views West Neighborhood Park					\$ 38,181.00	1,402
1B		Comfort Station	Views West Comfort Station								
1B			Approximate square feet 1,980								
1B	1	Clean Outdoor Restrooms / Comfort Stations (by 10:00 A.M.)	Cleaning/Disinfect floors, walls, drains, & fixtures	0.50	\$ 24.00	\$ 12.00		\$ 12.00	360	\$ 4,320.00	180
1B	1	Clean Outdoor Restrooms / Comfort Stations (by 10:00 A.M.)	Refill Dispensers	0.25	\$ 24.00	\$ 6.00	\$ 1.65	\$ 7.65	360	\$ 2,754.00	90
1B	1	Clean Outdoor Restrooms / Comfort Stations (by 10:00 A.M.)	Remove Trash	0.25	\$ 24.00	\$ 6.00		\$ 6.00	360	\$ 2,160.00	90
1B	1	Clean Outdoor Restrooms / Comfort Stations (by 10:00 A.M.)	Polishing Fixtures	0.50	\$ 24.00	\$ 12.00		\$ 12.00	52	\$ 624.00	26
1B	1	Clean Outdoor Restrooms / Comfort Stations (by 10:00 A.M.)	De-scale fixtures	0.50	\$ 24.00	\$ 12.00		\$ 12.00	12	\$ 144.00	6
1B					Total Section 1B, Comfort Station, Views West Neighborhood Park					\$ 10,002.00	392

EXHIBIT I: SCHEDULE OF TASK PRICING AND MAINTENANCE PRICING													
ITB 10089739-22-L													
PROPOSER NAME: Aztec Landscaping, Inc.													
All cells must be filled-in in this spreadsheet. If no price, enter a zero (0). Failure to complete all cells may be cause for rejection of bid submittal as non-responsive.													
* Labor Price = (City's Est. Hours) X (Labor Price Per Hour)													
** Total 1 Time Price = (Labor Price) + (Materials Price)													
*** Yearly Task Price = (Total 1 Time Price) X (Est. Yrly Frequency)													
Section	Item	Category	Task Description	City's Est. Hours	Labor Price per Hour	Labor Price*	Materials Price	Total 1 Time Price**	Est. Yrly Frequency	Yearly Task Price***	Yrly Est. City's Hrs		
A					Section A, Park Maintenance, Estimated Yearly Task Price, Total:							\$ 38,181.00	1,402
B					Section B, Comfort Station, Estimated Yearly Task Price, Total:							\$ 10,002.00	392
					Section A and Section B, Estimated Yearly Task Price, Total:							\$ 48,183.00	1,794
C	1	Extraordinary Labor	The price of the four-hundred (400) hours of Extraordinary Labor will be added to the bid price to assist in determining the overall low Contractor.	400	\$ 24.00	\$ 9,600.00	N/A	N/A	N/A	\$ 9,600.00			
					Section C, Estimated Yearly Extraordinary Labor Price, Total:							\$ 9,600.00	
					Section A, Section B, and Section C, Estimated Yearly Total:							\$ 57,783.00	
					Term of Contract, Five (5) Years:							5.0	
					Sections A, B, and C, Estimated Contract Value, Five (5) Year Term, Total:							\$ 288,915.00	
D	1	Surety Bond, Five (5) Years	The price for one (1) Surety bond in a sum equal to 100% of the Contract Amount - see "Sections A, B, and C, Estimated Contract Value, Five (5) Year Term, Total".	N/A	N/A	N/A	N/A	\$ 5,894.00	N/A	\$ 5,894.00			
					Section D, Surety Bond, Five (5) Year Term, Total:							\$ 5,894.00	
					Sections A, B, C, and D, Estimated Contract Value, Five (5) Year Term, Grand Total:							\$ 294,809.00	