

ORIGINAL

CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10089857-23-L, Complete Landscape Maintenance Service for Torrey Hills Maintenance Assessment District (MAD)

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # 10089857-23-L, Complete Landscape Maintenance Service for Torrey Hills Maintenance Assessment District (MAD) (Contractor).

RECITALS

On or about 12/16/2022, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

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

City wishes to retain Contractor to provide complete landscape maintenance service for Torrey Hills MAD as further described in the Scope of Work, attached hereto as Exhibit B. (Services).

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

ARTICLE I CONTRACTOR SERVICES

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

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

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

Peter Flores, Grounds Maintenance Manager, Parks & Recreation
9485 Aero Drive, San Diego, CA 92123
Phone: (619) 525-8202, Email: PFlores@sandiego.gov

ARTICLE II DURATION OF CONTRACT

2.1 Term. This Contract shall be for a period of one (1) year beginning on the Effective Date. City may, in its sole discretion, extend this Contract for four (4) additional one (1) year period(s). Unless otherwise terminated, this Contract shall be effective until completion of the Scope of Service 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, and in an amount not to exceed \$5,740,474 ^{RA} (The not to exceed amount will be added in this final Contract prior to the final execution of the Contract by the City, with the Contractor's initials indicating acceptance.)

ARTICLE IV WAGE REQUIREMENTS

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

ARTICLE V CONTRACT DOCUMENTS

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

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

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

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

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

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

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

CONTRACTOR

CITY OF SAN DIEGO
A Municipal Corporation

Aztec Landscaping, Inc.

Proposer

7980 Lemon Grove Way

Street Address

Lemon Grove

City

619.464.3303

Telephone No.

rafael@azteclandscaping.com

E-Mail

BY:

Claudia C. Barce

Print Name:

Claudia C. Barce

Director, Purchasing & Contracting
Department

June 18, 2024

Date Signed

BY:

Rafael Aguilar

Rafael Aguilar (Feb 29, 2024 16:04 PST)

Signature of
Proposer's Authorized
Representative

Rafael Aguilar

Print Name

CEO

Title

Feb 29, 2024

Date

Approved as to form this 1st day of

July, 2024.
MARA W. ELLIOTT, City Attorney

BY:

Daphne B. Skogew

Deputy City Attorney

Contract Signature pages_RFP 10089857-23-L_NTE 2.29.2024

Final Audit Report

2024-03-01

Created:	2024-02-29
By:	Lisa Hoffmann (lhoffmann@sandiego.gov)
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"Contract Signature pages_RFP 10089857-23-L_NTE 2.29.2024" History







-  Document created by Lisa Hoffmann (lhoffmann@sandiego.gov)
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-  Signer rafael@azteclandscaping.com entered name at signing as Rafael Aguilar
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EXHIBIT A
PROPOSAL SUBMISSION AND REQUIREMENTS

A. PROPOSAL SUBMISSION

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

1.1 Reserved.

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

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

1.4 Pre-Proposal Conference. No pre-proposal conference will be held for RFP.

1.4.1 Reserved.

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

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

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

Tab A - Submission of Information and Forms.

2.1 Completed and signed Contract Signature Page. If any addenda are issued, the latest Addendum Contract Signature Page is required.

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

2.3 The Contractor Standards Pledge of Compliance Form.

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

2.5 Living Wage Ordinance Certification of Compliance.

2.6 Licenses as required in Exhibit B.

2.7 Reserved.

2.8 Additional Information as required in Exhibit B.

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

Tab B - Executive Summary and Responses to Specifications.

2.10 A title page.

2.11 A table of contents.

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

2.13 Proposer's response to the RFP.

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

3. Proposal Review. Proposers are responsible for carefully examining the RFP, the Specifications, this Contract, and all documents incorporated into the Contract by reference

before submitting a proposal. If selected for award of contract, proposer shall be bound by same unless the City has accepted proposer's exceptions, if any, in writing.

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

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

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

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

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

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

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

7.2 Proposal Modification or Withdrawal of Proposal After Proposal Opening. Any proposer who seeks to modify or withdraw a proposal because of the proposer's inadvertent computational error affecting the proposal price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The proposer shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the proposer to prove the inadvertent error. If, as a result of a proposal modification, the proposer is no longer the

apparent successful proposer, the City will award to the newly established apparent successful proposer. The City's decision is final.

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

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

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

B. PRICING

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

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

For example, if the lowest total estimated contract price of all proposals is \$100, that proposal would receive the maximum allowable points for the price category. If the total estimated contract price of another proposal is \$105 and the maximum allowable points is 60 points, then that proposal would receive $(1 - ((105 - 100) / 100)) \times 60 = 57$ points, or 95% of the maximum points. The lowest score a proposal can receive for this category is zero points

(the score cannot be a negative number). The City will perform this calculation for each Proposal.

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

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

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

C. EVALUATION OF PROPOSALS

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

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

3. Evaluation Process.

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

3.2 Reserved.

3.3 Mandatory Interview/Oral Presentation. Reserved.

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

3.5 Inspection. The City reserves the right to inspect the proposer's equipment and facilities to determine if the proposer is capable of fulfilling this Contract. Inspection

will include, but not limited to, survey of proposer’s physical assets and financial capability. Proposer, by signing the proposal agrees to the City’s right of access to physical assets and financial records for the sole purpose of determining proposer’s capability to perform the Contract. Should the City conduct this inspection, the City reserves the right to disqualify a proposer who does not, in the City’s judgment, exhibit the sufficient physical and financial resources to perform this Contract.

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

	MAXIMUM EVALUATION POINTS
A. Responsiveness to the RFP.	10
1. Requested information included and thoroughness of response.	
2. Understanding of the project and ability to deliver as exhibited in the Executive Summary and under Exhibit B.	
3. Technical Aspects	
B. Staffing Plan.	40
1. Qualifications and number of personnel adequate for requirement.	
2. Availability/geographical location of personnel for required tasks.	
3. Clearly defined roles/responsibilities of personnel.	
C. Firm's Capability to provide the services and expertise and Past Performance.	40
1. Relevant experience of the firm and subcontractors.	
2. List of personnel and qualifications including relevant certifications and training.	
3. Landscape experience.	
4. Other pertinent experience.	
5. Location in the general geographical area of the project and knowledge of the locality of the Project.	
6. Past/Prior Performance.	
7. Capacity/Capability to meet the City of San Diego needs in a timely manner.	
8. Reference checks.	
D. Price.	10
SUB TOTAL MAXIMUM EVALUATION POINTS:	100
F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*	12
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	112

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

D. ANNOUNCEMENT OF AWARD

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

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

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

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

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

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

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

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

4. Bond. A bond as described in Exhibit B.

5. Reserved.

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

EXHIBIT B
SCOPE OF WORK

A. SPECIFICATIONS

1. Landscape Maintenance Specifications. Contractor shall perform complete landscape maintenance and improvements of all contract areas identified in **Paragraph N** of these Specifications (Contract Sites) within the [Torrey Hills] Maintenance Assessment District, including, but not limited to, the following: irrigation, pruning, shaping and training of trees, shrubs, turf, and groundcover plants; fertilization; litter control; weed control; control of all plant diseases and pests; mowing; edging; renovation and aeration; sweeping; irrigation; and all other maintenance required to maintain the Contract Sites included in this Contract in a safe, attractive and useable condition and to maintain the plant material in good condition with horticulturally acceptable growth and color.

During the entire term of the Contract, Contractor shall ensure that all plant material be in a healthy, growing condition. The Contractor shall provide all equipment, labor and materials necessary for performing landscape maintenance and irrigation services according to the following specifications.

2. Improvements and Activities. Contractor shall install and maintain certain improvements including, but not limited to the following: irrigation; plant material; and planting areas. All services performed by Contractor related to improvements and activities, as set forth in this Exhibit B, including any extraordinary labor, shall be consistent with Improvements and Activities as authorized pursuant to the Assessment Engineer’s Report for the [Torrey Hills Maintenance Assessment District (MAD)].

B. DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER:
CONTRACTOR IS REQUIRED TO HOLD AND MAINTAIN (DIR) REGISTRATION THROUGHOUT THE TERM OF THE CONTRACT. PLEASE PROVIDE NUMBER AND DETAILS IN CHART BELOW.

	Registration No.	Expiration Date	Name
DIR Registration No.			
Subcontractor’s DIR Registration No.			

C. LICENSES

To perform the work described in these Specifications, the Contractor must hold a C-27 State of California Contractors License. Any Contractor holding a different license who feels qualified to submit a proposal on this work must notify the City Contact in writing at least seven days prior to the proposal due date. After a thorough review of the proposed license substitution, the City will inform the Contractor, in writing, of its decision prior to the proposal closing. The City’s decision is final.

Any person supervising the use of pesticides, herbicides, or rodenticides must possess a valid Qualified Applicator’s Certificate for Category B. The Contractor must also hold a Pest Control Business License, must retain the services of a licensed Pest Control Advisor (PCA), and must be registered with the County Agriculture Commissioner. The Contractor must possess the below licenses prior to submitting their proposal. Please provide numbers and details in chart below.

	License Number	Expiration Date	Name
State of California Contractors License	Class:C-27 No.:		
Qualified Applicator Certificate			
Pest Control Business License			
Pest Control Advisor			
Recycled Water Site Supervisor Certificate			

D. SCHEDULING OF WORK

The Contractor shall establish an annual schedule of work (Work Schedule) to be followed in the performance of this Contract. In addition, the Contractor shall provide the Technical Representative (as defined in Exhibit B, **Paragraph G** of this Contract) with a list(s) of exact start dates for fertilization, renovation, aeration, and other infrequent operations at each of the Contract Sites at least ten working days in advance of performing any of these operations.

Unless otherwise specified, the Contractor shall accomplish all normal landscape maintenance required under this Contract between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday, excluding holidays (normal working hours). If a specific task falls on a holiday, Contractor must complete the task on the following business day, or on an acceptable alternate date as authorized by the Technical Representative in writing. The Technical Representative may grant, on an individual basis, permission to perform contract maintenance at other hours where the public’s use of the Contract Sites is too great to allow for proper maintenance during normal working hours. Maintenance functions that generate excess noise, which would cause unreasonable annoyance to residents of the area, e.g., operations of power equipment, shall not commence before 8:00 a.m.

The Work Schedule, provided by the Contractor, must be completed and submitted to the Technical Representative prior to the commencement of work on this contract. Any changes in scheduling shall be reported, in writing, to the Technical Representative immediately. This Work Schedule shall include routine work as well as infrequent operations such as fertilization and pruning.

The Contractor shall conduct the work at all times in a manner which will not unreasonably interfere with pedestrian traffic on adjacent sidewalks or vehicular traffic on adjacent streets.

In performing periodic operations required in this Contract, the Contractor shall continue routine grounds maintenance services within all Contract Sites without interruption.

E. QUALITY OF WORK

The Contractor shall perform all work under this Contract in accordance with the best landscape maintenance practices and in keeping with the high aesthetic level of the Contract Sites being maintained. The Technical Representative shall periodically inspect all maintenance operations and approve or reject the work performed and methods or materials used.

F. CONTRACTOR'S RESPONSIBILITIES

1. Contractor Representative. A company representative, authorized to discuss matters related to this Contract, must be available during normal working hours, Monday through Friday between 6:00a.m. and 6:00 p.m. All calls from the Technical Representative shall be returned within a one-hour period.

2. Emergency Calls. The Contractor shall have the capability to receive and to respond immediately to calls of an emergency nature during normal working hours and outside of normal working hours. Calls of an emergency nature received by the Technical Representative regarding the performance of work by Contractor under this Contract shall be referred to the Contractor for immediate disposition.

Emergency calls relating to irrigation at the Contract Sites shall be referred to the Contractor for immediate disposition. A 24-hour emergency telephone number shall be provided by the Contractor for this purpose.

3. Reporting of Damages. Upon finding any hazard, damage, defect, leak, power outage, or other issue or situation that poses a threat to safety of the public or employees, or a loss of City assets (including water), the Contractor shall notify the Technical Representative immediately. Safety problems must be reported by calling the 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 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 Technical Representative within 24 hours of discovery.

4. Staffing

a. Supervision

The Contractor shall furnish sufficient supervisory and working personnel capable of promptly accomplishing all work required under this Contract during the regular and prescribed hours, as set forth in the Work Schedule, to the satisfaction of the Technical Representative.

i. Contractor shall provide a minimum of one qualified working field supervisor (Field Supervisor) who shall be at the Contract Sites at all times work is being performed by the Contractor. The Field Supervisor shall provide the necessary supervision to ensure work is completed as specified under the Contract. The Field Supervisor(s) must have

at least three years of experience overseeing, implementing and maintaining landscape enhancement projects and personnel, on a site of comparable acreage and plant material. It is desirable that the Field Supervisor have over three years of qualifying experience and highly desirable for the Field Supervisor to have over five years of qualifying experience. Contractor must submit a resume of the assigned Field Supervisor(s) with the proposal. All proposed Field Supervisors will be interviewed by the Technical Representative prior to work being performed. Payroll records may be utilized to verify experience. The Field Supervisor(s) must be employed by the successful Contractor at the time this Contract is awarded. Any changes in Field Supervisor(s) must be submitted in writing to the Technical Representative.

In addition, the Field Supervisor shall inspect all Contract Sites a minimum of once per week. These inspections shall include a written punch list (to be completed by the Field Supervisor) of deficient items and dates of correction. Punch lists are to be given to the Technical Representative on a weekly basis. Date and time will be determined by the Technical Representative upon approval.

b. Adequate Personnel

The Contractor shall maintain a sufficient number of full-time employees for each project/assignment during working hours/days specified, Monday through Friday. Staffing for this Contract requires a total minimum of eleven full-time employees, including the Working Supervisor, and one full-time Irrigation Specialist, as described in further detail in Exhibit B, Subsection U.

All landscape maintenance workers, also referred to as laborers, in this document must have at least one year of fulltime paid experience in performing all aspects of landscape maintenance. It is desirable that all landscape maintenance workers/laborers have more than one year of fulltime paid experience, and highly desirable for all landscape maintenance workers/laborers to have more than four years of fulltime paid experience. Qualifying paid experience must include all of the following: maintaining lawns, shrubs, trees, and ground covers; fertilizing plant material, cultivating, pruning shrubs and trees, mowing lawn areas, edging lawn areas, edging ground covers; operating and maintaining Irrigation systems, and performing minor irrigation repairs such as repairing/replacing broken or damaged irrigation heads and risers; and proper operation of landscape equipment.

c. Ability to Perform Work

Contractor must have the staffing, equipment knowledge and financial resources to perform landscape maintenance projects in a timely manner with a quality end product. The plant material(s) on this site require uncommon maintenance practices. Contractor must have experience implementing and maintaining similar projects and personnel and overseeing all phases of landscape maintenance and personnel for a site of comparable square footage, scope of work and plant materials. This includes, but is not limited to, implementing and maintaining landscape enhancement projects and personnel on a site of comparable acreage and plant material. All personnel shall be physically able to do their assigned work.

Contractor shall provide the following with the proposal:

- References for work completed by Contractor for a similar scope of work and size with similar dollar value as it compares to this RFP.

- A purchase order, contract, or other document that demonstrates Contractor's previous or existing responsibilities for work of a similar scope and size as it compares to this RFP.
- Examples and references for work completed as it relates to the following: landscaped and hardscaped medians, landscaped rights-of-ways, landscaped slopes, landscaped green-belt mini parks, turf renovations, large irrigation systems, smart controllers, decomposed granite pathways, hardscaped surfaces including gutters, sidewalks, concrete brow ditches and storm drains, native landscaped sites, or other public use locations.
- References and resumes for the working Field Supervisor(s) and Irrigation Specialist(s) proposed for work on this Contract and currently employed by Contractor. Resumes should include description of working knowledge of sports turf, smart controllers and related software.
- A statement demonstrating the capacity and capability to provide enhanced service to the [Torrey Hills] MAD as it relates to Exhibit B and the associated frequencies in a timely manner.
- A proposed work schedule that demonstrates the fulfillment of the established frequencies.
- References and resumes of landscape maintenance workers/laborers proposed to work on this Contract and are currently employed by the Contractor. Resumes should include a description of the work experience and type of landscape maintenance performed.

Some priority projects may need to be performed immediately. In the event Contractor is awarded Extraordinary Work (as described in Exhibit B, **Paragraph X** of this Contract), the Contractor shall provide a separate specific work crew to accomplish projects as may be required.

d. Proper Conduct

The Contractor, Contractor's employees, and Subcontractors shall conduct themselves in a proper and efficient manner and shall cause the least possible annoyance to the public.

e. Uniforms

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

f. Removal of Employee

The Technical Representative may require the Contractor to remove from any of the Contract Sites any employee(s) if the Technical Representative reasonably determines the employee(s) to be: (a) careless or incompetent, (b) unable to fulfill any of Contractor's material obligations

under this Contract, or (c) has engaged in acts or omissions contrary to public health, safety, welfare, or morals.

g. Communication Skills

The Contractor shall ensure that all on-site supervisors and Field Supervisor(s) can communicate in English both verbally and in writing. The on-site supervisor and Field Supervisor(s) shall be capable of completing, in English, legible written forms and shall be capable of understanding oral and/or written instructions in English.

h. Repairs to Existing Facilities and Irrigation Systems

a. Damage or Alteration Resulting from Contract Performance

i. The Contractor shall be responsible, at no cost to the City, for the repair or replacement of all portions of existing structures or facilities, including irrigation systems, which are damaged or altered in any way as a result of the performance of this Contract. Contractor shall immediately, in writing, report all damages and alterations to the Technical Representative. Damages and alternations shall be repaired or replaced in kind, as approved by the Technical Representative.

ii. Unless otherwise directed, Contractor shall make repairs to facilities immediately after damage or alteration occurs as a result of Contractor's performance of work under this Contract. A comprehensive testing and check of all irrigation systems shall be made approximately thirty (30) days prior to the end of the Contract Term, and any repairs deemed the responsibility of the Contractor shall be made by the Contractor prior to the end of the Contract. If repairs are not made by the Contractor to the satisfaction of the Technical Representative, deductions shall be made from the final payment in the amount to cover the cost of repairs, as determined by the Technical Representative. Any difference of cost shall be paid by the Contractor.

b. Other Damage or Alteration

i. All portions of existing structures or facilities, including irrigation systems, which require repair must be pre-approved by the Technical Representative. All work will be repaired or replaced in kind, unless otherwise approved by the Technical Representative. Compensation for labor and materials associated with irrigation systems repair shall be in accordance with the terms identified in Exhibit B, **Paragraph X** of this Contract.

i. Maintenance of Controller Cabinets and Battery Numbers

At no cost to the City, the Contractor shall be responsible for maintaining the painted surfaces of irrigation and lighting controller cabinets as well as the corresponding automatic irrigation battery numbers on the lids of the automatic control valve boxes and light bulb replacements in controller cabinets, as necessary.

j. Operation of Automatic Irrigation Controllers

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

- a. Not duplicate any coded City key furnished by the City of San Diego.

b. Surrender all keys furnished by the City, promptly at the end of the Contract Term, or at any time deemed necessary by the Technical Representative to prevent serious loss to the City of San Diego.

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

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

k. Safety Requirements

All work under this Contract shall be performed in such manner as to provide maximum safety to the public and, where applicable, to comply safety standards required by the federal Occupational Safety and Health Administration (OSHA) and the State of California's Division of Occupational Safety and Health (Cal/OSHA). The 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.

l. Hazardous Conditions

The Contractor shall maintain all Contract Sites and work sites free of hazards to persons and property resulting from Contractor's operations. Contractor shall immediately report to the Technical Representative any hazardous conditions, within or affecting a Contract Site, noted by the Contractor which are not a result of the Contractor's operations.

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.

m. Hazardous Wastes Disposal Procedure

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

- a. Cordon off the area where the material has been found, to the extent possible.
- b. Immediately call 911 (Fire Department) and provide all relevant information possible:
 - i. Finder's name and company;
 - ii. Specific location of material;
 - iii. Try to determine:
 - (1) Number, size, and types of containers
 - (2) Description of labels
 - (3) Spillage to soil, pavement, water

- (4) Description: solid, liquid, color
- (5) Any danger to public

- c. Inform the appropriate supervisor and the City Technical Representative as soon as possible.
- d. Remain at site until the Fire Department arrives.
- e. Do not move, touch, or sniff any of the material.

n. Use of Chemicals

The Contractor shall submit sample labels and Safety Data Sheets for all chemical herbicides, insecticides, and rodenticides proposed for use under this Contract for approval by the 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 PCA. Annual PCA Pesticide Recommendations are required for each pesticide proposed to be used under this Contract for this specific site and shall be submitted to the Technical Representative. The use of chemicals shall conform to the current San Diego County Department of Agriculture regulations. No chemical herbicides, insecticides, or rodenticides, shall be applied until its use is approved, in writing, by the 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, insecticides, and rodenticides, detailing the chemical used, undiluted quantity, rate of application, are in which used, applicator's name and the date and purpose of the application. For months in which no pesticides are applied, state "No Pesticide Used" on the Monthly Pesticide Use Report.

o. Litter

- a. Contractor Generated Trash

The Contractor shall promptly remove all debris generated by Contractor's pruning, trimming, weeding, edging and other work required in the Specifications of this Contract. Immediately after working in areas of public streets and park walks, gutters, driveways, and paved areas, the Contractor shall clean them with suitable equipment. A green waste tonnage report is required at the end of each calendar year.

- b. Litter Pick-Up

In all Contract Sites, litter, including bottles, glass, cans, paper, cardboard, fecal matter, leaves, branches (any type and regardless of size), metallic items, cigarette butts, and other debris, shall be removed as shown in the Service Frequencies schedule. The Contractor shall be responsible for paying all fees associated with the disposal of debris or trash accumulated during the performance of routine maintenance activities described above.

- c. Hazardous Litter

Hazardous litter, including but not limited to wire, broken glass, jagged metal, and similar kinds of litter, shall be immediately picked up and removed from the site by the Contractor upon notice or observation thereof.

G. CONTRACT ADMINISTRATION

The Technical Representative for this Contract is the City Park and Recreation Department's designee specified on Notice to Proceed letter issued under this Contract. The Technical Representative will provide daily oversight of this Contract to ensure compliance to the scope of work and/or performance to Contract Specifications. The Technical Representative, or designee, is also responsible for oversight of all invoice payments and billing questions for Purchase Orders issued under this Contract. Additionally, the Technical Representative shall serve as the "Contract Administrator" for purposes of the following provisions of the City of San Diego General Terms and Provisions, attached as Exhibit C to this Contract: Section 2.1.1; Section 3.2.5; Section 5.3; Section 5.10; and Section 13.17.

The Purchasing Agent shall be responsible for all contractual matters and is the only individual authorized to make changes of any kind to the Contract. The Contractor shall not rely upon any oral change from anyone, or a written request for change from someone other than the Purchasing Agent. All changes must be in writing, signed by the Purchasing Agent.

H. FAILURE TO PERFORM SATISFACTORILY

It is agreed and understood that if the Contractor fails to perform the work as specified herein, the City will pay only for the amount of service actually received, as determined by the 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 perform inspections of the Contract Sites to ensure that staffing and maintenance is adequate and that all work complies with these Specifications. Discrepancies and deficiencies will be noted on Field Inspection Notices (FIN) and shall be corrected within the time frame specified. If the Contractor fails to take corrective action within the noted time frame on the FIN, the City may withhold payment and/or proceed with termination of the contract. If City finds, upon inspection, that staffing on a Contract Site does not meet Contract Specifications, Technical Representative may withhold payment for charges associated with the staffing deficiency. Billing adjustments for unsatisfactory service shall be a permanent retention of the estimated monthly cost for work that is incomplete or deficient as stated herein.

When negligence on the part of the Contractor results in excessive use or waste of irrigation water, the estimated cost of this water shall be deducted from the Contract payment. Any monetary fines or other damages assessed to the City for failure to follow water conservation regulations imposed by the State of California, the County Water Authority, or other legal entity will be the responsibility of the Contractor unless cause to the contrary is substantiated to the satisfaction of the Technical Representative.

I. PAYMENTS WITHHELD

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

1. Work required in the Specifications which is defective, incomplete, or not performed.
2. Staffing not provided as required under the Specifications or as proposed by Contractor.
3. Claims filed against the City for damage caused by the Contractor's acts or omissions, or reasonable evidence indicating probable filing of such claims.
4. Failure of the Contractor to make payments properly to Sub-Contractors for materials or labor.
5. A reasonable doubt that the Contract can be completed for the balance then unpaid.

J. INVOICING PROCEDURES

The Contractor shall be paid in accordance with Article III of the City's General Contract Terms and Provisions for work performed satisfactorily. The Contractor shall be paid monthly, in arrears, for work performed satisfactorily. Billing shall be in accordance with the current Purchasing Contract, allowing for City approved adjustments if any. Invoices shall be submitted to the Technical Representative or designee, at the address specified on the Purchase Order(s).

The Contractor shall submit an invoice to the Technical Representative by the tenth of the following month in which work was performed. The invoice shall reference the purchase order number, include a description of the work performed in each maintenance category outlined in the Contract, and correspond with the Pricing Agreement provided by Purchasing and Contracting Department.

Any invoices for payment related to Extraordinary Labor and/or Extraordinary Work shall include the location the work was performed and attached written authorization from the Technical Representative approving Extraordinary Labor and/or Extraordinary Work. Failure to do so will result in payment being withheld for such services. Compensation for materials associated with Extraordinary Labor shall be the wholesale cost of the items involved plus 10 percent for the Contractor's cost of handling.

A Monthly Pesticide Use Report shall also be submitted in accordance with Exhibit B, Paragraph F, Subsection 4(n), **Use of Chemicals**. This report shall accompany the above invoice.

K. WATER CONSERVATION

Water conservation shall be diligently practiced. Irrigation shall be done in a manner to minimize run-off or other wastage. Failure to properly manage and conserve water resources may result in deductions or other penalties. The Contractor shall turn off irrigation systems during periods of rainfall and at such other times when suspension of irrigation is desirable to conserve water and to remain within the guidelines of good horticulturally acceptable landscape maintenance practices. Irrigation run times shall be adjusted weekly to compensate for current weather conditions (unless/until a weather-based controller is installed).

L. IRRIGATION WATER - COSTS

The City of San Diego shall bear all the costs for water used by Contractor at the Contract Sites in accordance with the Scope of Work with the exception of negligent water waste, which will be charged to the Contractor.

M. METHOD OF PERFORMING WORK

1. Irrigation

Irrigation shall be done by the use of automatic, mechanical sprinkler systems where available and operable; however, failure of the existing irrigation system to provide full and proper coverage shall not relieve the Contractor of the responsibility to provide adequate irrigation with full and proper coverage to all areas.

In those areas where a manual sprinkler system (including drip) is installed, the Contractor shall once a week, thoroughly inspect the operation of the system for any malfunction. The Contractor shall advise the Technical Representative within 24 hours of those malfunctions.

The Contractor shall maintain all sprinkler systems in such a way as to guarantee proper coverage and full working capability and shall make whatever adjustments may be necessary to prevent excessive run-off into street rights-of-way or other areas not meant to be irrigated.

All areas not adequately covered by a sprinkler system shall be irrigated by a portable irrigation method. The Contractor shall furnish all hoses, nozzles, sprinklers, etc. necessary to accomplish this supplementary irrigation. Care shall be exercised to prevent water waste, erosion, and/or detrimental seepage into existing underground improvements or structures. The cost of wasted water may be charged to Contractor as explained in Exhibit B, **Paragraphs K-M**.

Irrigation shall be accomplished as follows:

a. Landscaped improved banks and slopes shall be irrigated Monday through Thursday as required to maintain horticulturally acceptable growth and color, and to encourage deep rooting.

b. Shrub beds shall be irrigated as required to maintain horticulturally acceptable growth and color, and to promote deep rooting. Shrub areas shall be irrigated at a rate which keeps surface runoff to a minimum. The irrigation rate shall be adjusted to the needs of shrub types, seasons and weather conditions.

c. Newly Planted Trees, Shrubs, and Groundcover shall receive special attention until these plants are established. Adequate water and fertilizer shall be applied to promote normal, healthy growth. Proper berms or basins shall be maintained during the establishment period.

The Contractor shall comply with the current level of the Emergency Water Regulations (see Exhibit E, San Diego Municipal Code, Article 7, Division 38) and any adopted City policies or procedures with respect to water usage and /or irrigation, as amended from time to time. The Contractor must obtain prior written approval from the Technical Representative before exceeding any applicable water regulations.

When excessive use or waste of irrigation water results from the Contractor's or any Sub-Contractor's performance under this Contract, the estimated cost of such water shall be deducted from the City's payment. The Contractor shall also pay any monetary fines or other damages assessed to the City for failure to follow water conservation regulations imposed by the State of California, The County Water Authority, or other legal entity arising out of performance of this Contract.

2. Pruning Shrubs and Groundcover Plants

All shrubs and groundcover plants growing in the work areas shall be pruned as required to maintain plants in a healthy, growing condition; to maintain plant growth within reasonable bounds; and to prevent encroachment of passage ways, walks, streets, or view of signs; or encroachment in any manner deemed objectionable by the Technical Representative. Dead or damaged limbs shall be removed with sharp pruning tools, with no stubs remaining. Pruning shall be done to permit plants to grow naturally in accordance with their normal growth characteristics except where box hedging is required by the Technical Representative. Shearing, hedging or severe pruning of plants, unless authorized by the Technical Representative, shall not be permitted. Contractor shall perform any and all corrective pruning methods to all plant materials as directed by the Technical Representative. This includes but is not limited to the pruning of plants which have been hedge pruned in the past in order to return them to their natural growth characteristics. Contractor shall perform all such pruning including the removal of pruned materials at no additional cost to the City. Growth regulators shall not be used.

3. Tree Maintenance

a. 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 bring to the attention of the Technical Representative within 24 hours any tree that shows signs of root heaving or leaning or is in any manner a safety hazard.

The Contractor shall be responsible for the complete removal and replacement of those trees lost due to Contractor's faulty maintenance or negligence, as determined by the Technical Representative. Replacement shall be made by the Contractor in the kind and size of tree determined by the 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 Technical Representative, using the latest International Society of Arboriculture (I.S.A.) guidelines for value determination.

b. All newly planted trees shall be securely staked with two "lodge pole" type stakes placed on opposite sides of the tree, outside the root ball, and secured to the tree with at least two flexible rubber tree ties.

c. Tree ties shall be inspected regularly to ensure against girdling and abrasion.

d. 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 all fees associated with the disposal of tree debris under the terms of this contract.

4. Fertilization

The Contractor shall inform the Technical Representative at least 48 hours before beginning any fertilization and shall have previously submitted a Safety Data Sheet (SDS), schedule of application showing the site, date, and approximate time of application of the fertilizer. Submission of the fertilizer schedule does not release the Contractor from any of the other obligations described in this Subsection 4 or any other provisions. The fertilization schedule, regardless of its intensity, timing, or the number of sites covered daily or weekly, shall not excuse the Contractor from performing any other work regularly required under this contract.

Fertilizer shall be delivered to the Contract Site only in the original unopened containers bearing the manufacturer's guaranteed analysis. Damaged packages will not be accepted. The Contractor shall furnish the Technical Representative with duplicate signed and legible copies of all certificates and invoices for all fertilizer to be used in this contract. The invoices must state the grade, amount, and quantity received. Both the copy and invoice to be retained by the City and the Contractor's copy must be signed by the Technical Representative, on site, before any material may be used.

The Contractor may not begin the actual application until the obligations in the preceding paragraph have been complied with.

Fertilizers shall be applied at the rates specified below:

- One pound of actual nitrogen per 1,000 square feet of planted area shall be applied to turf, shrubs, vines, groundcovers, and trees as specified by the Technical Representative
- Acceptable complete fertilizers include but are not limited to:
[Best Turf Supreme 16-6-8, Best Super Turf 25-5-5, Best Triple Pro 15-15-15.]
- Contractors shall include material costs for the following specified fertilizer products in 50 lb. bags:
 - Best Turf Supreme 16-6-8, two times per year in February and November (60 total bags annually); and
 - Best Super Turf 25-5-5, two times per year in April and July (56 total bags annually); and
 - Best Triple Pro 15-15-15, three times per year in February, May, and August [Categories: II, V, X]; February and August [Categories: VI (a), VI (b)] (1140 total bags annually). |

The Contractor's materials costs in their proposal shall reflect these specified fertilizers. The Technical Representative reserves the right and authority to specify alternative fertilizer materials. No changes in fertilizer materials shall be utilized without written approval from

the Technical Representative prior to the fertilizer application. The Contractor shall provide cost per bag with proposal submittal.

As deemed necessary by the Technical Representative to achieve required results, other materials including, but not limited to, iron chelate, soil sulfur, gypsum, surfactant enzymes such as Sarvon or Naiad, etc., may be needed and shall be applied as necessary at the Contractor's expense.

Adequate irrigation shall immediately follow the application of fertilizers and/or amendments to force fertilizer material to rest directly on the soil surface. Drip irrigated areas shall be adequately hand watered using quick coupler valves and hoses to dissolve fertilizer.

Fertilization must occur in prescribed months and shall be accomplished in a manner so as to achieve an even green. If fertilization results are patchy, remedial fertilizer must be applied immediately.

5. Weed Control

Weeds shall be removed from all shrub and groundcover beds, planters, tree wells, cracks in paved areas, including sidewalks, and areas covered with ornamental rocks, as shown in Service Frequencies schedule. This means complete removal of all weed growth. For the purpose of this specification, a weed will be considered "any undesirable or misplaced plant". Weeds shall be controlled by manual, mechanical, or chemical methods.

The Technical Representative may restrict the use of chemical weed control in certain areas.

Center Island maintenance shall include the removal of weeds growing in all paved or unpaved surfaces of the Center Island.

6. Disease and Pest Control

The Contractor shall regularly inspect all landscaped areas for presence of disease, insect, or rodent infestation. The Contractor shall advise the Technical Representative within four days if disease, insect, or rodent infestation is found; Contractor shall identify the disease, insect, or rodent and specify control measures to be taken. Upon approval of the Technical Representative, the Contractor shall implement the approved control measures, exercising extreme caution in the application of all sprays, dusts, or other materials utilized. Approved control measures shall be continued until the disease, insect or rodent is controlled to the satisfaction of the Technical Representative. The Contractor shall utilize all safeguards necessary during disease, insect, or rodent control operations to ensure safety of the public and the employees of the Contractor, in accordance with current standard practices accepted by the California Department of Food and Agriculture. If Contractor is unable to control the pest or disease, a pest control company will be hired, and the billing will be deducted from Contractor's monthly payment.

All individuals who supervise the mixing and application of herbicides, insecticides, and rodenticides shall possess valid Qualified Applicators Certificate for Category B issued to them by the California Department of Pesticide Regulation and submit to the Technical Representative within 30 days of expiration a copy of the valid certificate.

7. Replacement of Plant Material

The Contractor shall notify the Technical Representative within four days of the loss of plant material due to any cause.

a. The Contractor shall supply, at its own expense, the labor and all materials to replace any tree, shrub, groundcover, or other plant which is damaged or lost as a result of Contractor's faulty maintenance or negligence. The size and species of replacement plant materials shall be as directed by the Technical Representative.

b. In order to ensure maximum healthy growth and overall aesthetic appearance of planting in the work area, it may be desirable to replace certain plants. The necessity or desirability of such plant replacement shall be determined by the Technical Representative. If for any reason, such plant replacements are deemed necessary, the City will pay for labor at the Contractor's extraordinary labor rate in accordance with rates quoted for Extraordinary Labor. For plantings, plant material shall be reimbursed to the Contractor at the wholesale cost of the plants required plus 10 percent for the Contractor's cost of handling.

8. Groundcovers

Groundcovers are low growing plants that grow in colonies to form a solid mat over the surface of the ground. They spread by rhizomes, by stolons or by roots which form at the nodes of trailing branches that come in contact with the soil. The plants give a flat or two-dimensional effect to the landscape; such plants include, but are not limited to: arctotheca, osteospermum, trailing gazania and lantana, ivy, trachelospermum, baccharis, and varieties of ice plant and myoporum.

a. Irrigation

All areas planted with groundcovers shall be adequately irrigated and fertilized to maintain the planting in a healthy condition. Frequent, light irrigations shall be avoided.

b. Edging

Groundcover beds shall be maintained within their intended bounds and shall not be permitted to encroach into lawns, shrub beds, sidewalks, or adjacent areas, or to encroach in any manner deemed undesirable by the Technical Representative. Edging is to be completed as specified in the Service Frequencies and shall include all fixtures (e.g., fire hydrants, manhole covers, meter boxes, valve boxes, quick couplers, gate valves). All edging must have a clean cut with the cut perpendicular to the hard surface and not removed from it. Chemical edging is unacceptable.

c. Pruning

All groundcover plantings shall be thinned and pruned as necessary to maintain them within their intended bounds, and at such other times as directed by the Technical Representative for the health of the planting and the appearance of the site.

d. Replanting

Replanting will be required to maintain the continuity of the groundcover area, and replacements shall be as approved by the Technical Representative, according to Exhibit B, Paragraph M, Subsection 7, **Replacement of Plant Material**.

e. Cultivation

The open soil between plants shall be cultivated where the planting permits.

9. Facility Maintenance

a. Sidewalks and Paved Areas (Including Paved Center Islands)

All sidewalks and other paved surfaces shall be maintained in a safe, non-hazardous, and useable condition. The Contractor shall remove fecal matter, stones, glass, paper, leaves, twigs, wood chips, sand, all other debris from paved areas. Any damage or repairs required shall be reported within 24 hours to the Technical Representative. See Service Frequencies schedule. Contractor shall notify Technical Representative immediately of any potential hazards.

b. Repair of Damage or Malfunction

Damage to or malfunction of any facility not specifically provided for shall be reported within 24 hours to the Technical Representative. Contractor shall notify Technical Representative immediately of any potential hazards.

10. Inspection

The Contractor shall provide comprehensive ongoing inspection of the Contract Sites. This inspection shall be performed by the Field Supervisor as well as a Non-Working Supervisor who shall provide the Technical Representative with a written punch list each week of items requiring remedial action or attention together with dates when the required work will be performed. Failure to provide such a punch list will indicate that no remedial action is required and that all work has been performed in accordance with the Contract Specifications.

The City shall provide continuing inspection of the work area to ensure that maintenance is adequate and that all work complies with the specifications detailed in this Contract. Discrepancies and deficiencies will be noted on FIN and shall be corrected within the time frame specified. If the Contractor fails to take corrective action within the noted time frame on the FIN, the City may withhold payment and/or proceed with termination of the contract.

11. Site Inspection and Turnover

a. Approximately thirty days prior to the end of the Contract Term, the Technical Representative will inspect the Contract Sites with the current Contractor to ensure that sites are turned over at the end of the Contract Term in a condition that conforms to the Contract Specifications. If a new Contractor is to perform thereafter, the new Contractor shall be a part of the inspection party. Any deficiencies found in the specified maintenance level shall be noted and presented to the current Contractor in writing. The City shall be the sole judge as to what constitutes a deficiency. The current Contractor shall correct all deficiencies noted by the end of the Contract Term. If the current Contractor fails to correct the noted deficiencies and turns over the Contract Sites in an unacceptable condition, as determined by the 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.

b. Approximately ten days after commencing work, the Contractor shall tour Contract Sites with the Technical Representative. The Technical Representative may authorize a mutually agreed upon one-time payment to the Contractor for correcting any identified and agreed upon deficiencies. If payment and work are authorized, the Contractor shall bring the Contract Sites into compliance with these Contract Specifications and thereafter maintain them at that level.

12. Traffic Control Plans

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

13. Turf Maintenance

a. Mowing

Turf shall be mowed in accordance with the Service Frequencies.

The Contractor shall mow all turf grass in the Contract Sites so that no more than 1/3 of the grass blade is removed during each mowing in returning the grass to the accepted height for the species of grass being mowed in inclement weather may preclude adherence to the frequency schedule; the Contractor may request that the 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).

Mowing must be done in a neat pattern. Mowing patterns are to be alternated to avoid compaction of soil. Contractor shall immediately clean all sidewalks after mowing. Cuttings shall be removed from all hardscape and turf areas and not blown into the street or shrub beds. Contractor shall report wet soggy areas in turf due to over watering or leaks to the Field Supervisor immediately.

Mowing Equipment shall be maintained 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.

b. Edging

All turf shall be edged in accordance with the Service Frequencies.

The Contractor shall edge all turf areas in the Contract Sites that are adjacent to improved surfaces. Where no improved surfaces exist, turf edges shall be maintained if the turf area abuts a shrub bed or property line or any other area where turf delineation is required by the

Technical Representative. All edging must have a clean cut with the cut perpendicular to the hard surface and not removed from it. Contractor shall edge all fixtures (e.g., fire hydrants, manhole covers, meter boxes, valve boxes, quick couplers, gate valves). Chemical edging is unacceptable.

c. Renovation

Renovation shall be the operation approved by the Technical Representative that removes accumulated thatch from turf areas. A schedule of equipment to be utilized by the Contractor shall be submitted to the Technical Representative at least ten days prior to beginning work. Refuse generated from renovation shall be removed from the work site no later than the day following renovation. Thatch and other debris left on the site overnight shall be completely contained in bags or burlap sheets so that it does not migrate to adjacent areas. A Work Schedule shall also be submitted showing the site, date, and time the actual operation is to be performed, and the Contractor shall not begin the actual renovation until approval is given by the Technical Representative for the type of equipment and Work Schedule. The Technical Representative may delete the renovation requirement from a particular site

d. Aeration

The Contractor shall aerate all turf areas in the Contract Sites by core removal to a depth of two inches in accordance with the Service Frequencies. Under adverse conditions or where turf is suffering from compaction due to high use, aeration may be necessary at more frequent intervals. The frequency interval shall be as required to promote healthy, vigorous growth. Contractor shall inform Technical Representative if, for any of these reasons, Contractor deems aeration beyond the frequencies listed in the Service Frequencies as necessary. Aeration beyond the frequencies listed in the Service Frequencies shall be considered Extraordinary Work and is subject to Exhibit B, **Paragraph X** of this Contract.

A schedule of aeration equipment to be used shall be submitted to the Technical Representative ten days prior to beginning work.

In performing periodic operations as required herein, routine grounds maintenance services at the same work site such as, but not limited to, litter control, weed control, and irrigation shall continue without interruption.

14. Mulch

The Contractor shall mulch all planter beds as required in the Service Frequencies. Mulch shall be specified as 2" size untreated. Landfill mulch is acceptable for use. Mulch shall be installed to a minimum 2" depth around trees and shrubs in planter beds. Contractors shall include material costs for 65 cubic yards per year for the areas specified in the Schedule of Tasks. Other areas requiring mulch may be billed to the City as Extraordinary Labor projects with prior written approval from the Technical Representative and in accordance with all applicable provisions of this Contract, including Section X, Extraordinary Labor

15. Decomposed Granite

All Decomposed Granite (DG) areas at work sites are to be periodically inspected and filled according to the Service Frequencies schedule. The Contractor shall order, schedule delivery, dump, and spread DG material as needed to maintain a level surface. The Contractor shall level out low areas to fill in ruts, holes, grooves, depressions, etc. DG material and delivery

fees may be billed to the City as Extraordinary Labor projects with prior written approval from the Technical Representative, and in accordance with all applicable provisions of this Contract, including Section X, Extraordinary Labor.

N. CONTRACT SITES

The sites to be maintained under the terms of this Contract, collectively referred to as the “Contract Sites,” include Street Medians, Stamped Concrete Medians, Rights-of-Way, Slopes Adjacent to Rights-of-Way, Irrigated Slopes, Green-belt/Mini Parks, Gutters & Curbs, Decomposed Granite Pathway, Brow Ditches, Native Landscaped Area, and other specified areas within the Torrey Hills Maintenance Assessment District, as specified in the subsequent pages (See Exhibit G, Site Plan).

The Contract Sites are divided into categories as described below:

1. **CATEGORY II: Street Medians, Landscaped with Trees, Shrubs and Groundcover**
2. **CATEGORY III: Stamped Concrete Medians**
3. **CATEGORY V: Rights-of-Way Landscaped with Trees, Shrubs, Groundcover and Hardscape**
4. **CATEGORY VI(A): Slope Areas Adjacent to Rights-of-Way Landscaped with Trees, Shrubs and Groundcover**
5. **CATEGORY VI(B): Irrigated Slopes Landscaped with Trees, Shrubs and Groundcover**
6. **CATEGORY X: Green-belt Mini Parks Landscaped with Turf, Trees, Shrubs, Groundcover and Hardscape**
7. **CATEGORY XI: Gutters and Curbs**
8. **CATEGORY XII: Concrete Brow Ditches**
9. **CATEGORY XIV(A): Decomposed Granite Pathway**
10. **CATEGORY XIV(B): SDG&E Easement Native Landscaping Site**

CONTRACT SITE LOCATIONS

Sites to be maintained under the terms of this contract are listed below:

CATEGORY II: Street Medians, Landscaped with Trees, Shrubs and Groundcover

1. On El Camino Real south of Highway 56 to Carmel Mountain Road.
2. On Carmel Mountain Road east of I-5 Freeway, south of El Camino Real to 150 east of Vereda Mar Del Corazon.
3. Torrey View Court.
4. On Vista Sorrento Parkway south of Carmel Mountain Road to 150 feet south of Calle Mar de Mariposa.
5. On East Ocean Air Drive north of Carmel Mountain Road.
6. On West Ocean Air Drive north and south of Calle Mar De Mariposa.
7. Ocean Bluff Avenue.

CATEGORY III: Stamped Concrete Medians

1. On El Camino Real south of Highway 56 to Carmel Mountain Road.
2. On Carmel Mountain Road east of I-5 Freeway, south of El Camino Real to 150 east of Vereda Mar Del Corazon.
3. Torrey View Court.
4. On Vista Sorrento Parkway south of Carmel Mountain Road to 150 feet south of Calle Mar de Mariposa.
5. On East Ocean Air Drive north of Carmel Mountain Road.
6. On West Ocean Air Drive north and south of Calle Mar De Mariposa.
7. Ocean Bluff Avenue.

CATEGORY V: Rights-of-Way Landscaped with Trees, Shrubs, Groundcover and Hardscape

1. El Camino Real, east and west side, south of Highway 56 to Carmel Mountain Road.
2. Arroyo Sorrento Road, south side, 150 feet east of El Camino Real.
3. Carmel Mountain Rd.
 - a) On Carmel Mountain Road south side, east of I-5 Freeway off ramp to El Camino Real.
 - b) On Carmel Mountain Road, north side, 300 feet east of I-5 Freeway on ramp to El Camino Real.
 - c) On Carmel Mountain Road north side, east of El Camino Real to 150 feet past Vereda Mar De Corazon.
 - d) On Carmel Mountain Road south side, east of El Camino Real to Torrey Corner driveway.
4. Carmel Creek, north and south side, from Carmel Mountain Road to Trilogy driveway.
5. Via Mar de Ballenas, east and west side, from Carmel Mountain Road to Calle Isabelino.
6. Senda Mar De Ponderosa, east and west side.
7. Vereda Mar del Corazon, east side, to Corte Mar del Corazon.
8. East Ocean Air Drive, west side, from Fairport Way to Carmel Mountain Road on East Ocean Air, east side, from 150 feet north of Calle Mar de Armonia to Carmel Mountain Road.

9. Fairport Way, south side, 100 feet west from East Ocean Air Drive.
10. Longshore Way
 - a) Longshore Way, north and south side, from East Ocean Air Drive to Longshore Court.
 - b) North side, 75 feet from Shorepointe Way to Fairwind Court.
 - c) West side, 200 feet from Shorepointe Way.
11. Shorepointe Way
 - a) Shorepointe Way, north side, 200 feet west from Longshore Way.
 - b) South side, from Shore Pointe Court to 100 feet past Longshore Way.
12. Ocean Air Drive
 - a) Calle Mar de Armonia, north side, from East Ocean Air Drive to Corte Belleza.
 - b) South side from Vereda Mar de Ponderosa to Corte Belleza.
13. East and West Ocean Air Drive, east and west side, from Carmel Mountain Road to Via Cangrejo.
14. Inlet at Sand Crab Point, east side.
15. Inlet at Senda Acuario, east and west side, south of West Ocean Air Drive.
16. Inlet at Via Mar de Delfinas, north and south side, from West Ocean Air to Corte Mar de Delfinas.
17. Via Cangrejo, south side, from West Ocean Air Drive to Corte Pleno Verano.
18. Ocean Bluff Avenue, north and south side.
19. Mar de Mariposa, north and south side, from Vista Sorrento Parkway to Calle Mejillones.
20. Calle Mejillones
 - a) Calle Mejillones, north side, from Calle Mar de Mariposa to brow ditch.
 - b) South side from Calle Mar de Mariposa to Corte Mejillones.
21. Vista Sorrento Parkway, east and west side, from Carmel Mountain Road to Los Penasquitos Park Preserve driveway.
22. Torrey View Court, north and south side.

CATEGORY VI(A): Slope Areas Adjacent to Rights-of-Way Landscaped with Trees, Shrubs and Groundcover

1. El Camino Real

- a) On El Camino Real, west side, 300 feet north of Carmel Mountain Road.
 - b) East side at San Raphael from Carmel Mountain to second access driveway.
 - c) East side, 400 feet north of Arroyo Sorrento to end of median.
2. Carmel Creek, north and south side, from Carmel Mountain Road to Trilogy driveway.
 3. Carmel Mountain Rd.
 - a) Carmel Mountain Road, north side, 300 feet from I-5 Freeway on ramp to Torrey View Court.
 - b) Carmel Mountain Road north side, east of El Camino Real, 100 feet from Carmel Creek to 150 feet passed Vereda Mar de Corazon.
 - c) South side, 50 feet passed Senda Luna Llena to Torrey Corner driveway.
 4. Via Mar de Ballenas, east and west side, from Carmel Mountain Road to Calle Isabelino.
 5. Senda Mar de Ponderosa, east and west side.
 6. Vereda Mar del Corazon, east side, to Corte Mar del Corazon.
 7. East Ocean Air Drive, west side, from Fairport Way to 50 feet north of Calle Mar de Armonia.
 8. East Ocean Air Drive
 - a) Longshore Way, north side, from East Ocean Air Drive to Longshore Court.
 - b) North side, 75 feet from Shorepointe Way to Fairwind Court.
 - c) On East Ocean Air, north of Corte Mar Asombrosa to SDG&E substation entrance.
 9. West Ocean Air Drive
 - a) Calle Mar De Mariposa, north side, from West Ocean Air Drive to elementary school driveway.
 - b) North side 50 feet from Corte Langostino.
 - c) North side 50 feet from Calle Mejillones.
 10. Inlet at Via Mar de Delfinas, north and south side, from West Ocean Air to Corte Mar de Delfinas.

CATEGORY VI(B): Irrigated Slopes Landscaped with Trees, Shrubs and Groundcover

1. Carmel Mountain Rd. from 5 Freeway
 - a) Carmel Mountain Road, north side, 75 feet from Torrey View Court to El Camino Real.
 - b) South side from Vista Sorrento Parkway to El Camino Real.

2. Carmel Mountain Road, south side, to Senda Luna Llena.
3. North of Calle Mar de Ballenas and south of Shorepointe Way, behind homes.
4. North of Calle Mare De Armonia, south of Shorepointe Way, to East Ocean Air Drive.
5. Vista Sorrento Parkway, east side, to Ocean Bluff Avenue.
6. Ocean Bluff Avenue, north side, to West Ocean Air Drive.
7. On West Ocean Air Drive from Via Cangrejo to Senda Acuario.
8. East Ocean Air Dr.
 - a) East of West Ocean Air Drive, north of Via Mar de Delfinas and area north side of elementary school.
 - b) Area between Senda Acuario and Calle Mar de Mariposa behind homes.
9. Vista Sorrento Parkway, 50 feet north of Pacific Plaza Drive to Calle Mar de Mariposa.
10. Calle Mar de Mariposa
 - a) Calle Mar de Mariposa, north side, 150 feet east of Vista Sorrento Parkway.
 - b) South side from Vista Sorrento Parkway to West Ocean Air Drive.
11. Vista Sorrento Parkway, east side, from Calle Mar de Mariposa to Los Penasquitos Park Preserve access road.
12. Slopes surrounding Torrey Hills Neighborhood Park.
13. West Ocean Air Drive, south side, Senda Acuario inlet and slopes between homes on Abalone Landing Terrace and office building.
14. East Ocean Air Drive, west side, from SDG&E substation entrance to marker adjacent to Torrey Corner Shopping Center property.

CATEGORY X: Green-belt Mini Parks Landscaped with Turf, Trees, Shrubs, Groundcover and Hardscape

1. Carmel Mountain Road and Vista Sorrento Parkway, southeast corner.
2. El Camino Real and Carmel Mountain Road intersection, four (4) corners.
3. Carmel Mountain Road Green-belt, Carmel Mountain Road to Senda Luna Llena.
4. Luna Park at Senda Luna Llena and Calle Mar de Ballenas.

5. "H" Mini Park on Calle Mar de Ballenas, west cul-de-sac.
6. Carmel Mountain Road and East Ocean Air Drive, northwest corner.
7. Vista Sorrento Parkway and Ocean Bluff Avenue, northeast corner.
8. Vista Sorrento Parkway and Calle Mar de Mariposa, northeast and southeast corners.
9. Vista Sorrento Parkway Green-belt begins at Pacific Plaza Drive south on Vista Sorrento Parkway.
10. West Ocean Air Dr.
 - a) West Ocean Air Drive, corner of Mar de Delfinas.
 - b) Mariposa Green-belt begins at Calle Mar de Mariposa south on West Ocean Air Drive.
 - c) Acuario Green-belt begins at Senda Acuario west on West Ocean Air Drive.

CATEGORY XI: Gutters and Curbs

All gutters located within the Torrey Hills Maintenance Assessment District adjacent to areas identified in the contract site locations.

CATEGORY XII: Concrete Brow Ditches

1. El Camino Real
 - a) On El Camino Real, east side, 75 feet from end of median.
 - b) West side of Arroyo Sorrento.
2. On Carmel Mountain Road, begin at Carmel Mountain Mini Park to Torrey Corner driveway.
3. Calle Mar de Ballenas, north behind homes, north to Shorepointe Way and east to East Ocean Air Drive.
4. Vista Sorrento Parkway, east side, from Carmel Mountain Road to Ocean Bluff Avenue from Calle Mar de Mariposa to Los Penasquitos Park Preserve access road.
5. West Ocean Air Drive, east side, begin Ocean Bluff to Via Mar de Delfinas.
6. Via Mar de Delfinas, north side behind homes, easterly direction to Torrey Hills Park.
7. Corte Mar de Delfinas, end of cul-de-sac at base of slope.
8. Senda Acuario, north side behind homes, easterly direction at base of slope.

9. Torrey Hills Neighbourhood Park, east side and along path between SDG&E and park.
10. West Ocean Air Drive follow southerly direction behind office building and along slope above Vista Sorrento Parkway.
11. Calle Mar de Mariposa, base of slope adjacent to town homes.
12. Calle Mejillones, east side, at property line of first home.
13. East Ocean Air Drive, at SDG&E substation entrance.

CATEGORY XIV(A): Decomposed Granite Pathway

Carmel Mountain Green-belt, Carmel Mountain Road to Senda Luna Llena.

CATEGORY XIV(B): SDGE Easement Native Landscaping Site

SDG&E Electrical Tower Area at East Ocean Air Drive X Corte Mar Asombrosa

O. SERVICE FREQUENCIES

CATEGORY II: Street Medians, Landscaped with Trees, Shrubs and Groundcover

Supervisory Inspection	The non-working supervisor shall inspect <u>all</u> areas under the contract a minimum of once a week and submit a written punch list of deficiencies. Contractor must report all major problems to the Technical Representative within twenty-four (24) hours of discovery.
Irrigation Inspection	Once every other week, all systems (including drip) are to be thoroughly inspected to ensure complete electronic operation and proper distribution of water. An irrigation checklist shall be completed as each system is inspected. The checklists will be provided and must be submitted weekly to the Technical Representative.
Maintenance and Repair of Irrigation Systems	As needed, to ensure proper operation of irrigation systems.
Litter Removal	Once a week on Mondays, shall be removed before 10:00 AM, to keep all areas litter free.
Weed Removal	Once every other week, to maintain areas in a weed free condition.

Pruning - Trees	Four (4) times a year, in January, April, July and October, to shape, train, and prevent encroachment into public thoroughfare/sidewalk or into other plant material, and to ensure clear visibility of all street signs and traffic signals. All sucker growth is to be removed as it appears. Prune to correct hazards and to remove all dead, diseased, or damaged limbs, as well as those limbs crossing or competing.
Pruning – Shrubs and Groundcover	Three (3) times a year, in January, July and October, to shape, train, and prevent encroachment into public thoroughfare/sidewalk or into other plant material and to ensure clear visibility of all street signs and traffic signals. All sucker growth is to be removed as it appears. Prune to correct hazards and to remove all dead, diseased, or damaged limbs and to prevent blockage of irrigation system components and patterns. All shrubs are to be maintained at a height no greater than 24" above the curb.
Fertilization – Trees, Shrubs and Groundcover	Three (3) times a year, in February, May and August, to promote healthy plant growth. Complete fertilizer Triple Pro 15-15-15, or equal shall be applied.
Pest Control	Prompt remedial action as necessary to maintain plant material in optimum condition.
Fungicide or other Special Treatment	Prompt remedial action as necessary to maintain plant material in optimum condition.
Plant Replacement	As deemed necessary by Technical Representative to replace plant material damaged or killed due to Contractor's negligence.
Mulching	Two (2) times a year, in March and September, minimum of three (3) inches thick. Contractor provides and installs a total of 65 cubic yards per year of mulch. City will cover additional mulch costs through Extra Labor.

CATEGORY III: Stamped Concrete Medians

Supervisory Inspection	The non-working supervisor shall inspect <u>all</u> areas under the contract a minimum of once a week and submit a written punch list of deficiencies. Contractor must report all major problems to the Technical Representative within twenty-four (24) hours of discovery.
Litter Removal	Once a month (12) times a year on Mondays, shall be removed before 10:00 AM, to keep all areas litter free.
Weed Removal	Once a month (12) times a year, to maintain areas in a weed free condition.
Fungicide or other Special Treatment	Prompt remedial action as necessary to maintain plant material in optimum condition.
Sweeping – Stamped Concrete	Six (6) times a year, in January, March, May, July, September, and November, to keep sidewalk/walkways free of sand, dirt, and other debris. Blowers may be used only if operated in a responsible manner after 8:00 AM.

CATEGORY V: Rights-of-Way Landscaped with Trees, Shrubs, Groundcover and Hardscape

Supervisory Inspection	The non-working supervisor shall inspect <u>all</u> areas under the contract a minimum of once a week and submit a written punch list of deficiencies. Contractor must report all major problems to the Technical Representative within twenty-four (24) hours of discovery.
Irrigation	As necessary to promote healthy plant material.
Irrigation Inspection	Once every other week, all systems (including drip) are to be thoroughly inspected to ensure complete electronic operation and proper distribution of water. An irrigation checklist shall be completed as each system is inspected. The checklists will be provided and must be submitted weekly to the Technical Representative.
Maintenance and Repair of Irrigation Systems	As needed, to ensure proper operation of irrigation systems.

Litter Removal	Once a week on Mondays, shall be removed before 10:00 AM, to keep all areas litter free.
Weed Removal	Once every other week, to maintain areas in a weed free condition.
Pruning - Trees	Two (2) times a year, in April and October, to shape, train, and prevent encroachment into public thoroughfare/sidewalk or into other plant material, and to ensure clear visibility of all street signs and traffic signals. All sucker growth is to be removed as it appears. Prune to correct hazards and to remove all dead, diseased, or damaged limbs, as well as those limbs crossing or competing.
Pruning – Shrubs and Groundcover	Once a month, to shape, train, and prevent encroachment into public thoroughfare/sidewalk or into other plant material and to ensure clear visibility of all street signs and traffic signals. All sucker growth is to be removed as it appears. Prune to correct hazards and to remove all dead, diseased, or damaged limbs and to prevent blockage of irrigation system components and patterns.
Fertilization – Trees, Shrubs and Groundcover	Three (3) times a year, in February, May and August, to promote healthy plant growth. Complete fertilizer Triple Pro 15-15-15, or equal shall be applied.
Pest Control	Prompt remedial action as necessary to maintain plant material in optimum condition.
Fungicide or other Special Treatment	Prompt remedial action as necessary to maintain plant material in optimum condition.
Plant Replacement	As deemed necessary by Technical Representative to replace plant material damaged or killed due to Contractor's negligence.
Sweeping – Sidewalk	Once every other week, all paved areas shall be swept to remove sand, dirt and debris. Blowers may be used only if operated in a responsible manner after 8:00 AM.

Mulching Two (2) times a year, in March and September, minimum of three (3) inches thick. Contractor provides and installs a total of 65 cubic yards per year of mulch. City will cover additional mulch costs through Extra Labor.

CATEGORY VI(A): Slope Areas Adjacent to Rights-of-Way Landscaped with Trees, Shrubs and Groundcover

Supervisory Inspection The non-working supervisor shall inspect all areas under the contract a minimum of once a week and submit a written punch list of deficiencies Contractor must report all major problems to the Technical Representative within twenty-four (24) hours of discovery.

Irrigation As necessary to promote healthy plant material.

Irrigation Inspection Once every other week, all systems (including drip) are to be thoroughly inspected to ensure complete electronic operation and proper distribution of water. An irrigation checklist shall be completed as each system is inspected. The checklists will be provided and must be submitted weekly to the Technical Representative.

Maintenance and Repair of Irrigation Systems As needed, to ensure proper operation of irrigation systems.

Litter Removal Once every other week on Mondays, shall be removed before 10:00 AM, to keep all areas litter free.

Weed Removal Once every other week, to maintain areas in a weed free condition.

Pruning - Trees Two (2) times a year, in April and October, to shape, train, and prevent encroachment into public thoroughfare/sidewalk or into other plant material, and to ensure clear visibility of all street signs and traffic signals. All sucker growth is to be removed as it appears. Prune to correct hazards and to remove all dead, diseased, or damaged limbs, as well as those limbs crossing or competing.

Pruning – Shrubs and Groundcover	Four (4) times a year, in January, April, July and October, to shape, train, and prevent encroachment into public thoroughfare/sidewalk or into other plant material and to ensure clear visibility of all street signs and traffic signals. All sucker growth is to be removed as it appears. Prune to correct hazards and to remove all dead, diseased, or damaged limbs and to prevent blockage of irrigation system components and patterns.
Fertilization – Trees, Shrubs and Groundcover	Two (2) times a year, in February and August, to promote healthy plant growth. Complete fertilizer Triple Pro 15-15-15, or equal shall be applied.
Pest Control	Prompt remedial action as necessary to maintain plant material in optimum condition.
Fungicide or other Special Treatment	Prompt remedial action as necessary to maintain plant material in optimum condition.
Plant Replacement	As deemed necessary by Technical Representative to replace plant material damaged or killed due to Contractor's negligence.
Mulching	Two (2) times a year, in March and September, minimum of three (3) inches thick. Contractor provides and installs a total of 65 cubic yards per year of mulch. City will cover additional mulch costs through Extra Labor.

CATEGORY VI(B): Irrigated Slopes Landscaped with Trees, Shrubs and Groundcover

Supervisory Inspection	The non-working supervisor shall inspect <u>all</u> areas under the contract a minimum of once a week and submit a written punch list of deficiencies. Contractor must report all major problems to the Technical Representative within twenty-four (24) hours of discovery.
Irrigation	As necessary to promote healthy plant material.

Irrigation Inspection	Once every other week, all systems (including drip) are to be thoroughly inspected to ensure complete electronic operation and proper distribution of water. An irrigation checklist shall be completed as each system is inspected. The checklists will be provided and must be submitted weekly to the Technical Representative.
Maintenance and Repair of Irrigation Systems	As needed, to ensure proper operation of irrigation systems.
Litter Removal	Four (4) times a year, in January, April, July and October, to keep all areas litter free.
Weed Removal	Once a month, to maintain areas in a weed free condition.
Pruning - Trees	Once a year, in October, to shape, train, and prevent encroachment into public thoroughfare/sidewalk or into other plant material, and to ensure clear visibility of all street signs and traffic signals. All sucker growth is to be removed as it appears. Prune to correct hazards and to remove all dead, diseased, or damaged limbs, as well as those limbs crossing or competing.
Pruning - Shrubs and Groundcover	Four (4) times a year, in January, April, July and October, to shape, train, and prevent encroachment into public thoroughfare/sidewalk or into other plant material and to ensure clear visibility of all street signs and traffic signals. All sucker growth is to be removed as it appears. Prune to correct hazards and to remove all dead, diseased, or damaged limbs and to prevent blockage of irrigation system components and patterns.
Fertilization - Trees, Shrubs and Groundcover	Two (2) times a year, in February and August, to promote healthy plant growth. Complete fertilizer Triple Pro 15-15-15, or equal shall be applied.
Pest Control	Prompt remedial action as necessary to maintain plant material in optimum condition.
Fungicide or other Special Treatment	Prompt remedial action as necessary to maintain plant material in optimum condition.

Plant Replacement	As deemed necessary by Technical Representative to replace plant material damaged or killed due to Contractor's negligence.
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CATEGORY X: Green-belt Mini Parks Landscaped with Turf, Trees, Shrubs, Groundcover and Hardscape

Supervisory Inspection	The non-working supervisor shall inspect <u>all</u> areas under the contract a minimum of once a week and submit a written punch list of deficiencies. Contractor must report all major problems to the Technical Representative within twenty-four (24) hours of discovery.
Irrigation	As necessary to promote healthy plant material.
Irrigation Inspection	Once a week, all systems (including drip) are to be thoroughly inspected to ensure complete electronic operation and proper distribution of water. An irrigation checklist shall be completed as each system is inspected. The checklists will be provided and must be submitted weekly to the Technical Representative.
Maintenance and Repair of Irrigation Systems	As needed, to ensure proper operation of irrigation systems.
Litter Removal	Once a week on Mondays, shall be removed before 10:00 AM, to keep all areas litter free.
Weed Removal	Once every other week, to maintain areas in a weed free condition.
Mowing	Once a week, rotary mower with mulching blade preferred. Raking or sweeping to remove mowing clippings must be done every mowing. Sidewalks will be swept in conjunction to mowing. Blowers may be used only if operated in a responsible manner after 8:00 AM.
Edging	Once a week, to edge turf areas and trim plant material(s) overhanging gutters. All edging must be perpendicular to the hard surface and not removed from it. Chemical edging is unacceptable.

Pruning - Trees	Two (2) times a year, in April and October, to shape, train, and prevent encroachment into public thoroughfare/sidewalk or into other plant material, and to ensure clear visibility of all street signs and traffic signals. All sucker growth is to be removed as it appears. Prune to correct hazards and to remove all dead, diseased, or damaged limbs, as well as those limbs crossing or competing.
Pruning - Shrubs and Groundcover	Six (6) times a year, in February, April, June, August, October and December to shape, train, and prevent encroachment into public thoroughfare/sidewalk or into other plant material and to ensure clear visibility of all street signs and traffic signals. All sucker growth is to be removed as it appears. Prune to correct hazards and to remove all dead, diseased, or damaged limbs and to prevent blockage of irrigation system components and patterns.
Fertilization - Turf	Four (4) times a year as follows: <ul style="list-style-type: none">- February and November - Best Turf Supreme 16-6-8 or equal- April & July - Best Super Turf 25-5-5 or equal To promote healthy plant growth.
Fertilization - Trees, Shrubs and Groundcover	Three (3) times a year, complete fertilizer, in February, May, and August Triple Pro 15-15-15 or equal shall be applied to shrubs and trees
Pest Control	Prompt remedial action as necessary to maintain plant material in optimum condition.
Fungicide or other Special Treatment	Prompt remedial action as necessary to maintain plant material in optimum condition.
Plant Replacement	As deemed necessary by Technical Representative to replace plant material damaged or killed due to Contractor's negligence.
Aerification	Three (3) times a year, in February, July, and November to ensure turf health. Aerification shall be accomplished prior to fertilization.

Sweeping – Sidewalk	Once every week, all paved areas shall be swept to remove sand, dirt and debris. Blowers may be used only if operated in a responsible manner after 8:00 AM.
Mulching	Two (2) times a year, in March and September, minimum of three (3) inches thick. Contractor provides and installs a total of 65 cubic yards per year of mulch. City will cover additional mulch costs through Extra Labor.

CATEGORY XI: Gutters and Curbs

Supervisory Inspection	The non-working supervisor shall inspect <u>all</u> areas under the contract a minimum of once a week and submit a written punch list of deficiencies. Contractor must report all major problems to the Technical Representative within twenty-four (24) hours of discovery.
Litter Removal	Once every other week on Mondays, shall be removed before 10:00 AM, to keep all areas litter free.
Weed Removal	Four (4) times a year, in July, September, December and March, to maintain areas in a weed free condition.
Fungicide or other Special Treatment	Prompt remedial action as necessary to maintain plant material in optimum condition.
Sweeping – Gutters	Once a month, to keep gutters free of dirt, sand, leaves, and other debris. All gutters must be swept with a broom. Blowers shall not be used.

CATEGORY XII: Concrete Brow Ditches

Supervisory Inspection	The non-working supervisor shall inspect <u>all</u> areas under the contract a minimum of once a week and submit a written punch list of deficiencies. Contractor must report all major problems to the Technical Representative within twenty-four (24) hours of discovery.
Litter Removal	Six (6) times a year, in January, March, May, July, September and November, shall be removed before 10:00 AM, to keep all areas litter free.
Weed Removal	Six (6) times a year, in January, March, May, July, September and November, to maintain areas in a weed free condition.

Inspection and Cleaning – Brow Ditch	Six (6) times a year, in January, March, May, July, September and November, to ensure proper function of drainage ditch. All soil, leaves and other debris shall be removed to ensure proper water flow.
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CATEGORY XIV(A): Decomposed Granite Pathway

Supervisory Inspection	The non-working supervisor shall inspect <u>all</u> areas under the contract a minimum of once a week and submit a written punch list of deficiencies. All major problems shall be reported to the Technical Representative within twenty-four (24) hours.
Litter Removal	Once a week on Mondays, shall be removed before 10:00 AM, to keep all areas litter free.
Weed Removal	Once every month, to maintain areas in a weed free condition.
Maintenance and Repair	Four (4) times a year, in March, July, September and December maintain and repair, including any erosion, to keep pathway free of ruts, sand, dirt and other debris and to replace with up to thirty (30) cubic yards of stabilized decomposed granite in May.

CATEGORY XIV(B): SDG&E Easement Native Landscaping Site

Supervisory Inspection	The non-working supervisor shall inspect <u>all</u> areas under the contract a minimum of once a month and submit a written punch list of deficiencies. Contractor must report all major problems to the Technical Representative within twenty-four (24) hours of discover
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Irrigation	As necessary to establish healthy native plant material.
Irrigation Inspection	Once a month, all systems are to be thoroughly inspected to ensure complete electronic operation and proper distribution of water. An irrigation checklist shall be completed as each system is inspected. The checklists will be provided and must be submitted monthly to the Technical Representative.
Maintenance and Repair of Irrigation Systems	As needed, to insure proper operation of irrigation systems.
Litter Removal	Once a month, to keep area litter free.
Weed Removal	Once a month, to maintain area in a weed free condition.
Sweeping - Sidewalk	Once a month, all paved areas shall be swept to remove sand, dirt and debris. Blowers may be used only if operated in a responsible manner after 8:00 AM.
Mulching	Two (2) times a year, in March and September, minimum of three (3) inches thick. Contractor provides and installs a total of 65 cubic yards per year of mulch. City will cover additional mulch costs through Extra Labor.
Native Plant Replacement	As deemed necessary by the Technical Representative to replace plant material damaged or killed due to Contractors negligence. New native plantings may be installed at this site using Extraordinary Labor.

P. ESTIMATED HOURS

City staff estimates over 22,880 annual hours are required to fulfill all routine task frequencies required by this contract. The hours and material costs listed in **Section P** and **Section Q** are estimates required to accomplish tasks in a satisfactory manner. Contractor shall recognize that all hours listed on Schedules of Task Costs are based on historical data and observation by City staff.

Q. MATERIALS

Contractor must be able to verify all material costs and quantities listed in its proposal. Upon request, Contractor shall provide information for material(s) identifying and verifying various

vendors, (company name, address, phone number and contact person), along with cost quotes for each individual material submitted for consideration.

City staff estimates over **\$50,714.00** in annual material costs, (inclusive of approximately **\$50,714.00** in fertilizer and decomposed granite costs), will be required by the Contractor to fulfill all routine task frequencies under in contract, in accordance with market pricing at time of award of contract. City's estimate is based on current market pricing. It is recommended that the Contractor include all material costs including irrigation, weed control, litter control, fertilization, dumping, etc., on Exhibit I, Schedule of Task Pricing pages.

The Technical Representative shall evaluate all material costs associated with tasks specified under this Contract and may reject any proposal that under or overestimates the material costs associated with task requirements. It is recommended that Contractor consider all factors including project square footage, task frequencies, and specifications impacting material costs.

R. FERTILIZATION

Fertilizer shall be hand watered in using quick coupler valves and hoses on those areas with drip irrigation systems. The Technical Representative shall specify which complete and organic fertilizers shall be applied. Specific fertilizer type/brand and application rates are specified in proposal Specifications herein.

In accordance with Specifications including square footage specified, Contractors are required to provide the following materials. Fertilizer bag quantities listed are 50-pound bags/each:

- Qty. 60 bags – Best Turf Supreme 16-6-8
- Qty. 56 bags – Best Super Turf 25-5-5
- Qty. 1140 bags – Best Triple Pro 15-15-15 |

S. PLANT MATERIAL MAINTENANCE

All groundcovers; including those which are planted at the top of slopes adjacent to private limits/boundaries, and adjacent to other shrubs, groundcovers or turf shall be maintained to keep plant growth within reasonable bounds. They shall be maintained to prevent encroachment of passageways, walks, streets, or view signs or encroachment in any manner deemed objectionable by the Technical Representative. Contractor is required to mechanically or chemically control this groundcover to prevent encroachment onto private lots.

Contractor is required to prevent encroachment of plant materials from private lots or open space into areas maintained under this contract. Care shall be taken to ensure that plant material(s) inside fences on private lots is not injured or damaged by Contractor's actions. Plant materials within the District shall be maintained to prevent encroachment onto private walls, fences, etc.

Shrub pruning along major streets shall be completed within ten calendar days of its inception. Shrub pruning must be performed so as to maintain their natural appearance. Any mechanical hedging must be approved by the Technical Representative.

Technical Representative shall provide direction for performing maintenance of any/all pruning throughout the [Contract Sites] at any time at no additional cost to the City.

T. PEST CONTROL

Pest control is a maintenance function of this contract and shall be required (as needed). Pests that have been encountered and abated in this area previously include:

- a. Scale on lantana and pine trees.
- b. Snails throughout areas in the District.
- c. Gophers and ground squirrels throughout areas in the District. All gopher mounds shall be brought back to grade when the area has been treated. Excessive soil or rocks may require removal.
- d. Rats have been found nesting in plant material.
- e. Bees nesting in valve boxes.
- f. Ants nesting in valve boxes and irrigation controllers.
- g. Snakes.

U. STAFFING REQUIREMENTS

In addition to the requirements described in Paragraph F, subsection 4, **Staffing** this Contract requires the following:

- a. Staffing
 - i. One (1) full-time annual position (1 FTE) for the Working Field Supervisor.
 - ii. One (1) full-time annual position (1 FTE) for the Irrigation Specialist.
 - iii. Nine (9) full time annual positions (9 FTE) for the Landscape Maintenance Workers/Laborers assigned to Crew 1 & Crew 2 areas. |

b. Supervision

At least one working Field Supervisor and one working Irrigation Specialist shall be on duty eight hours per day, Monday through Friday. Work hours shall be between 6:00 a.m. to 6:00 p.m. with a half hour lunch break.

The Irrigation Specialist(s) must arrive on site no later than 7:00 a.m. and shall be employed by the successful Contractor at the time this Contract is awarded.

Field Supervisors and Irrigation Specialists are subject to the additional requirements below:

i. Field Supervisor(s)

Contractor shall have on the job site at all times, competent Supervisors (may be working Field Supervisors) capable of discussing all matters pertaining to this Contract with the Technical Representative. The working Field Supervisor must have all of the following: A minimum of three years of experience overseeing all phases of landscape maintenance and personnel for a site of comparable square

footage, scope of work and plant materials; verifiable experience (knowledge, skills and abilities) in the identification of and maintenance practices for ornamental trees, shrubs and groundcover, exotic weeds and California native plants as required for proper maintenance of all areas; and, ability to communicate effectively (orally and in writing) with the Technical Representative and with public citizens. It is desirable that the Field Supervisor have over three (3) years of qualifying experience and highly desirable for the field supervisor to have over five (5) years qualifying experience.

The onsite working Field Supervisor shall have a cell phone in their possession for communication with the Technical Representative. A minimum of one qualified working Field Supervisor shall be on the job at all times work is being performed to provide the necessary supervision to ensure work is completed as specified by this Contract.

A resume of the assigned working Field Supervisor must be submitted with proposal. Failure to do so may result in considering your proposal submittal as non-responsive.

The working Field Supervisor(s) shall be interviewed by the Technical Representative and acceptance is subject to the Technical Representative's approval. Payroll records may be utilized to verify experience. The working Field Supervisor must be employed by the successful Contractor at the time this Contract is awarded. Any changes in working Field Supervisor personnel must be submitted in writing to the Technical Representative and is subject to approval based on compliance with Paragraph F and Paragraph U of this Contract.

ii. Irrigation Specialist(s)

Irrigation Specialist(s) must have all of the following: at least three years of experience with all aspects of irrigation system installation and maintenance to assure that all components are maintained in operable condition at all times; verifiable (resume) experience and will be interviewed for acceptance by the Technical Representative; ability to communicate effectively (orally and in writing) with the Technical Representative and with public citizens; knowledge and experience in programming controllers and irrigating plant material in addition to knowledge and experience in troubleshooting and repairing all irrigation components utilized in the district; and, must have completed approved training and has all certifications to work with reclaimed/recycled water. It is desirable that the Irrigation Specialist have over three (3) years of qualifying experience and highly desirable that the Irrigation Specialist have over five (5) years of qualifying experience.

iii. Adequate Personnel

The Contractor must have knowledge and personnel with experience having performed on projects of similar size and plant pallets as described in this Contract. The plant material(s) on this site require uncommon maintenance practices.

All the landscape maintenance workers/laborers that make up the crew shall have at least one year of fulltime paid experience in performing all aspects of landscape maintenance. It is desirable that all the landscape maintenance workers/laborers have more than one (1) year of fulltime paid experience and it is highly desirable for all of the landscape maintenance workers/laborers to have more than four (4) years of fulltime paid experience.

Adequate personnel must be assigned full time to this Contract Monday through Friday excluding holidays, as well as including an on-site working Field Supervisor, Irrigation Specialist, and a crew to perform all other work.

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 Technical Representative.

The Contractor shall maintain a minimum of [Eleven (11)] full-time employees on site (excluding Non-Working Supervisor) during the normal working hours/days specified in this contract (Monday through Friday). The Technical Representative will evaluate each Contractor's time submitted with respect to each individual proposal task and overall, throughout each category. The Contractor shall ensure that these time elements meet the Technical Representative requirements for full-time labor.

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.

Upon award of this Contract, Contractor shall submit, to the Technical Representative, a complete list to include the full names of employees assigned to the job site. Contractor shall replace any missing crew members with other fully competent employees for the same workday. There will be no exceptions, unless approved by the Technical Representative.

V. EQUIPMENT

The following equipment is required, (list on the "Contractor's Statement of Available Equipment" form):

[Numerous Power and Manual Tools including: Mowers, Edgers, Blowers, Weed Whips, Backpack Sprayers, Small Fertilizer Spreaders, Pruning Tools and all other hand tools necessary to accomplish the maintenance requirements.]

At the time of the proposal, Contractor must either: a) own all required equipment; or b) have access to all required equipment.

As part of the proposal, Contractor must list all required equipment on the "Contractor's Statement of Available Equipment." If Contractor does not own all required equipment, Contractor must submit leases or agreements that demonstrate that Contractor has access and rights to use the required equipment, and that the allowed use is sufficient for

Contractor to perform the Specifications as described, including Service Frequencies, in this Contract. All such leases and agreements shall be subject to review and approval by the Contract Administrator.

W. BLOWERS

Unless specifically stated otherwise, blowers may be used at Contractor's discretion. The Contractor will be held responsible for any damages incurred to persons or property related to use of subject blowers.

It is always a better choice to sweep where people and cars are present, especially when performing duties on the medians. Contractor must remove all dirt and debris from the site and must not blow dirt or debris into streets or adjoining properties.

X. EXTRAORDINARY LABOR

The use of Extraordinary Labor for miscellaneous projects is estimated at approximately 2,000 hours annually. Contractor will utilize Extraordinary Labor for additional miscellaneous projects (Extraordinary Work) at the Contract Sites. The Contractor must have the staffing, expertise, and knowledge to perform projects in a timely manner with a quality finished product. Some priority projects may need to be done immediately. All Extraordinary Labor must be approved in writing by the Technical Representative prior to conducting the Extraordinary Work.

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 10 percent markup fee on those items. The 10 percent 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 markup fee for any and all Sub-Contractors services required. Only Sub-Contractors listed on the Contractor's Statement of Sub-Contractors, or Sub-Contractors formally added to the Contract and approved by Purchasing and Contracting Department may be used. Contractor or an approved Sub-Contractor will be compensated for additional debris removal resulting from Extraordinary Work, if approved by the Technical Representative.

Some examples of Extraordinary Work include, but are not limited to the following:

- Planting and replanting areas as needed.
- Installing and repairing irrigation systems as needed.
- A Registered Consulting Arborist (RCA) for various tree needs (e.g., vehicle accidents, etc.) for revenue cost recovery. RCA must be able to testify as an expert in a Court of Law. Contractor shall include RCA's current hourly rate on the Contractor's Statement of Sub-Contractors form.
- Bee nest removals (if not on Contractor's staff, he/she must be included in the Contractor's Statement of Sub-Contractors form.
- Locate and repair damaged irrigation services or electrical services for broken lines, cut wires to controllers and valves, etc.

- Clean-up of illegal dumps.
- Spread wood chips/mulch.
- Pour concrete pads, (if concrete Contractor is not on Contractor's staff, he/she must be included in the Contractor's Statement of Sub-Contractors form.
- Replace irrigation controllers and irrigation cabinets.
- Install wood post groupings or lodge-pole fencing. |

Extraordinary Labor shall be used for the following types of Extraordinary Work:

1. Extraordinary Labor Hours for Plantings

The following quantities and number of hours are to be utilized for Extraordinary Labor planting needs. Estimated quantities and hours listed are based on historical knowledge, practices and observation of operations at the Torrey Hills MAD and will be utilized when planting needs arise. Contractor shall agree to perform any and all planting needs at the quantities and hours noted below during the term of this contract. Contract Term. Any/all changes must be approved in advance and in writing by the Technical Representative.

Planting hours shall include all time required for complete plant installation, including but not limited to, the following: excavation of plant hole, mixing and addition of soil/amendments/fertilizers, installation of tree stakes, staking and tying (as needed), open plant container, plant, construct plant berms, watering, clean up, etc.

Groundcover – Flat	4 flats/hr.
Shrub – 1 Gallon	10 plants/hr.
Shrub – 5 Gallon	4-5 plants/hr.
Shrub/Tree – 15 Gallon	2-3 plants/hr.
Tree/Shrub – 24" Box	4 hours/ea.
Tree /Shrub – 36" Box	12 hours/ea.
Tree/Shrub – 48" Box	24 Hours/ea.

2. Extraordinary Labor Hours for Irrigation Systems

Contractor shall provide for the minor repair or replacement of certain components of existing irrigation systems. Repair or replacement includes, but is not limited to: sprinkler system laterals (piping), sprinkler mains (pressure lines), vacuum breakers, sprinkler control valves, sprinkler controllers, sprinkler heads, sprinkler caps, sprinkler head risers, valve covers, boxes and lids (including electrical pull boxes and lids), valve sleeves and lids, quick coupler valves, and hose bibs. All replacement equipment must conform to the type and kind of existing system. Any compensation for irrigation parts or labor not in conformance with the existing system must be approved in writing by the Contract Administrator.

Certain portions of the irrigation systems within the Contract Sites may be equipped with new Smart Controllers as existing systems require replacement, or as otherwise determined by the

Technical Representative and subject to all applicable laws. Contractor may be required to provide a portable wireless device (smart phone or tablet) capable of accessing the internet and accessing the web based smart controller interfacing from off-site locations. In such case, irrigation system materials shall be provided by the City to Contractor. Compensation for labor shall be the estimated repair times specified below using the labor rate specified on the proposal form.

Except as described above in this **Paragraph X(2)**, compensation for irrigation systems materials shall be at the cost of the items involved plus 10 percent markup fee for the Contractor’s cost of handling. Compensation for Extraordinary Labor shall be for the estimated repair times specified below using the labor rate specified on the proposal form. All repairs must be pre-approved by the Technical Representative.

<u>Repairs to Sprinkler Irrigation Systems and Water Lines</u>	<u>Estimated Repair Time</u>
Broken lateral sprinkler line (surface)	0.5 hour
Broken lateral sprinkler line (subsurface)	1.0 hour
Damaged auto-sprinkler valve	1.5 hours
Damaged gate valve, manual control, or quick coupler valve	0.5 hour
Replace sprinkler head and/or riser (if digging required) and subsurface sprinkler Does not include screw on shrub heads	0.25 hour
Replace solenoid or bleed plug	0.25 hour

3. Extraordinary Labor for Graffiti

Graffiti shall be addressed by the Contractor within 48 hours of receiving notice of such graffiti or discovery, whichever occurs first. The Contractor shall notify the Technical Representative and receive approval prior to the purchase of materials. Repairs necessary to correct damage due to graffiti will be performed by the City or by Contractor as Extraordinary Labor, subject to Technical Representative approval.

All graffiti-related repairs, which includes labor and the purchase of any job-specific materials required to remove the graffiti or restore the impacted surface, must be pre-approved by the Technical Representative.

Compensation for job-specific materials required to remove graffiti shall be at the cost of the job-specific items plus 10 percent markup fee for the Contractor’s cost of handling. Compensation for graffiti removal shall be at the Extraordinary Labor Rate.

Y. SUBCONTRACTORS

During the Contract Term, functions/tasks may arise which require the need for professional services associated with the maintenance of the Contract Sites. These functions/tasks may require license(s), certification(s), permit(s), etc. The Contractor shall list any/all Sub-Contractors on the Contractor's Statement of Sub-Contractors form. Requests must be submitted in advance for changes or additions to the Sub-Contractor's list and must be approved and incorporated into the Contract by the Purchasing and Contracting Department. Copies may be required upon request. Sub-Contractors include but are not limited to the following:

- Pest Control Advisor
- A Registered Consulting Arborist (RCA) for various tree needs. RCA must be able to be utilized as an expert in a court of law.
- Concrete, masonry and asphalt work required as needed.
- Certified Pest Control Operator for the removal/elimination of bee colonies/hives, vertebrates and other pests.
- Any/all irrigation system repairs, including electrical.

Z. SURETY BOND

Prior to the execution of the contract, the Contractor shall be required to furnish the City of San Diego with a surety bond (see Exhibit H) 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 initial one (1) year term of the contract, conditional for the performance of the Contract. The surety bond shall be renewed annually in a sum equal to one hundred percent (100%) of the Contract amount at time of renewal, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City. The surety 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).

AA. SCHEDULE OF TASK PRICING AND PRICING PAGES

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 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, One (1) Year" 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, One (1) Year") 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 one (1) year term of the contract including the price for the "Surety Bond, One (1) Year".

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, One (1) Year" price shall include the costs required to obtain a Surety bond for a period of 1 year in accordance with Exhibit B, Section Z.

The information contained in the "Total One (1) Time Price" breakdowns, and "Surety Bond, One (1) Year" will be reviewed as part of the determination for a responsible bid. Contractor's may be required to justify their "Surety Bond, One (1) Year" price, and/or "Total 1 Time Price" based on the "Estimated Contract Value, One (1) 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", 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 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 E

§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 E

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 E

- (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 overflow 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 E

- (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 E

- (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.

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- (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.

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- (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.)*

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§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

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- (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:

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- (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

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- (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.)*

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§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);

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- (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.

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- (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.

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(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

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- (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 E

§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 F

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 F

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 F

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 F

§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.)

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§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 F

- (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 F

- (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 F

§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 F

- (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 F

§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 F

- (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 F

§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.

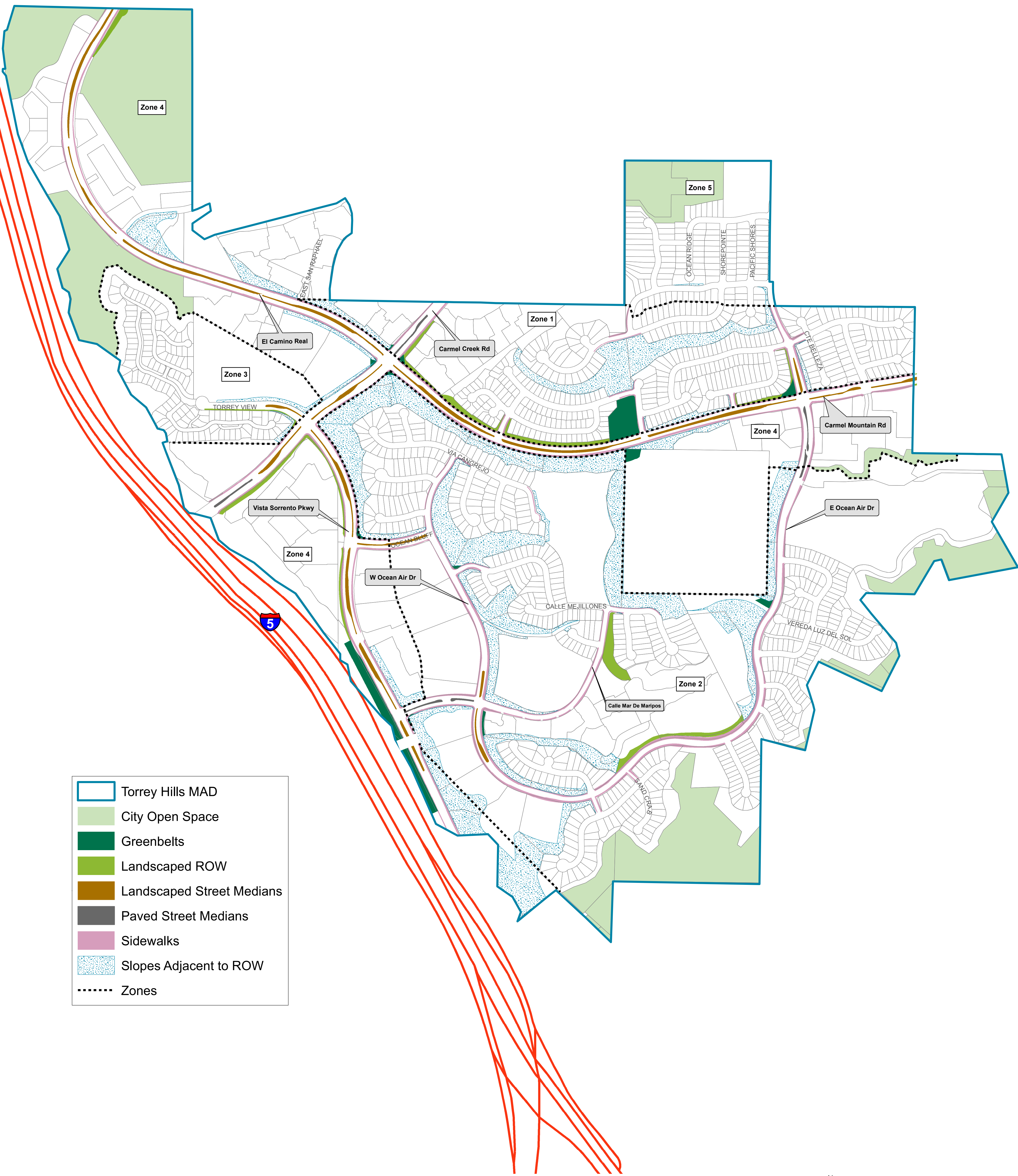
*(“Enforcement Authority” renumbered to Sec. 43.0310; “Enforcement Remedies” renumbered from Sec. 43.0312 and amended 9-10-2001 by O-18975 N.S.)
(Amended 7-16-2015 by O-20516 N.S.; effective 8-15-2015.)*

§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.)

Torrey Hills Maintenance Assessment District



- Torrey Hills MAD
- City Open Space
- Greenbelts
- Landscaped ROW
- Landscaped Street Medians
- Paved Street Medians
- Sidewalks
- Slopes Adjacent to ROW
- Zones



EXHIBIT H

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

_____, a corporation, as principal, and
_____, a corporation authorized to do
business in the State of California, as Surety, hereby obligate themselves, their successors and assigns,
jointly and severally, to The City of San Diego a municipal corporation in the sum of
_____ for the faithful performance of the
annexed contract, _____,
and in the sum of _____ for the benefit
of laborers and materialmen designated below, effective for one (1) year, commencing on
_____ through _____. Bond shall be
renewed on an annual basis for the life of the contract unless otherwise instructed.

Conditions:

If the Principal shall faithfully perform the annexed contract with the City of San Diego, California, then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

If the Principal shall promptly pay all persons, firms and corporations furnishing materials for or performing labor in the execution of this contract, and shall pay all amounts due under the California Unemployment Insurance Act then the obligation herein with respect to laborers and materialmen shall be void; otherwise it shall remain in full force.

The obligation herein with respect to laborers and materialmen shall inure to the benefit of all persons, firms and corporations entitled to file claims under the provisions of Article 2. Claimants, (iii) public works of improvement commencing with Civil Code Section 9100 of the Civil Code of the State of California.

Changes in the terms of the annexed contract or specifications accompanying same or referred to therein shall not affect the Surety's obligation on this bond, and the Surety hereby waives notice of same.

The Surety shall pay reasonable attorney's fees should suit be brought to enforce the provisions of this bond.

The Surety expressly agrees that the City of San Diego may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

The Surety shall not utilize the Principal in completing the improvements and work specified in the Agreement in the event the City terminates the Principal for default.

EXHIBIT H

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND (continued)

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

Mara W. Elliott, City Attorney

By _____

By _____

Print Name: _____
Mayor or designee

Print Name: _____
Deputy City Attorney

Date: _____

Date: _____

CONTRACTOR

SURETY

By: _____

By: _____
Attorney-In-Fact

Print Name: _____

Print Name: _____

Date: _____

Date: _____

Local Address of Surety

Local Phone Number of Surety

Premium

Bond Number



RESPONSE TO

RFP # 10089857-23-L

**COMPLETE LANDSCAPE MAINTENANCE FOR
TORREY HILLS MAINTENANCE DISTRICT
(MAD)**

JANUARY 20, 2023



PREPARED FOR:

City of San Diego
Purchasing & Contracting Department
1200 Third Ave, Suite 100, San Diego, CA 92101
Lisa Hoffmann, Senior Procurement Contracting Officer
(619) 236-6096
lhoffmann@sandiego.gov

PREPARED BY:

Aztec Landscaping, Inc.
7980 Lemon Grove Way, Lemon Grove, CA 91945
Rafael Aguilar, Chief Executive Officer
(619) 464-3303
rafael@azteclandscaping.com

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TAB A – SUBMISSION OF INFORMATION AND FORMS

AZTEC LANDSCAPING, INC.

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.
Proposer

BY:

7980 Lemon Grove Way
Street Address

Print Name:

Lemon Grove, CA 91945
City

Director, Purchasing & Contracting
Department

(619) 464-3303
Telephone No.

Date Signed

rafael@azteclandscaping.com
E-Mail

BY:

Rafael Aguilar
Signature of
Proposer's Authorized
Representative

Rafael Aguilar
Print Name

Chief Executive Officer
Title

1/20/2023
Date

Approved as to form this ____ day of

_____, 20____.
MARA W. ELLIOTT, City Attorney

BY: _____
Deputy City Attorney

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

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

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

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

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

A. BID/PROPOSAL/SOLICITATION TITLE:

B. BIDDER/PROPOSER INFORMATION:

Legal Name	DBA		
Street Address	City	State	Zip
Contact Person, Title	Phone	Fax	

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

* The precise nature of the interest includes:

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

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

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

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

Interest in the transaction

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

Interest in the transaction

Name	Title/Position
City and State of Residence - 50%	Employer (if different than Bidder/Proposer)

Interest in the transaction

Name	Title/Position
City and State of Residence - 50%	Employer (if different than Bidder/Proposer)

Interest in the transaction

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

Interest in the transaction

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

Interest in the transaction

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

C. OWNERSHIP AND NAME CHANGES:

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

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

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

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

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

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

D. BUSINESS ORGANIZATION/STRUCTURE:

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

Corporation Date incorporated: _____ State of incorporation: _____

List corporation's current officers: President: _____
Vice Pres: _____
Secretary: _____
Treasurer: _____

Type of corporation: C Subchapter S

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

If **Yes**, after what date: _____

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

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

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

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

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

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	\$ _____
		Book	\$ _____
		Market	\$ _____

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

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

Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: _____

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

Joint Venture Date formed: _____

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

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

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Name of Bank: _____

Point of Contact: _____

Address: _____

Phone Number: _____

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

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

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

Business Tax Certificate No.: _____ Year Issued: _____

F. PERFORMANCE HISTORY:

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

7. Performance References:

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

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

Company Name: _____

Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date: 2015 - CURRENT

Contract Amount: _____

Requirements of Contract: _____

Company Name: _____

Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date: 2010 - 2014, 2014 - 2019, 2019 - CURRENT

Contract Amount: _____

Requirements of Contract: _____

Company Name: _____

Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date: 2021 - CURRENT

Contract Amount: _____

Requirements of Contract: _____

G. COMPLIANCE:

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

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

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

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

H. BUSINESS INTEGRITY:

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

Yes **No**

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

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

Yes **No**

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

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

Yes **No**

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

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

Yes **No**

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

I. BUSINESS REPRESENTATION:

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

Yes **No**

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

Yes **No**

Certification # _____

3. Are you certified as any of the following:

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

J. WAGE COMPLIANCE:

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

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

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

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

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

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

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

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

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

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

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

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

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

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

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

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

L. STATEMENT OF AVAILABLE EQUIPMENT:

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

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

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

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

Initial submission of *Contractor Standards Pledge of Compliance*

Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement

Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement

Update of prior *Contractor Standards Pledge of Compliance* dated _____.

Complete all questions and sign below.

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

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

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

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

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

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

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

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

Name and Title

Rafael Aguilar

Signature

Date

City of San Diego
CONTRACTOR STANDARDS
Attachment "A"

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

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

Print Name, Title

Rafael Aguilar

Signature

Date

April 8, 2020

Sent via US Mail and Email to: marcy@azteclandscaping.com

Marcy Grismer, V.P. of Operations
Aztec Landscaping, Inc. (dba Aztec Janitorial Service)
7980 Lemon Grove Way
Lemon Grove, CA, 91945

Subject: Request for Proposal (RFP) No. 10089550-20-L, Janitorial Maintenance Service at Gaslamp Square Public Restrooms

Dear Ms. Grismer,

Thank you for the submittal of a proposal from Aztec Landscaping, Inc., dba Aztec Janitorial Service (Proposer) in response to the above-referenced RFP. Pursuant to section 22.3004(a), (b) and (f) of the San Diego Municipal Code (SDMC), the City rejects the submittal of Proposer and determines that Proposer is not responsible. The determination Proposer is not responsible is based on Proposer's response in the Contractor Standards Pledge of Compliance form, signed under penalty of perjury, submitted by Proposer in response to the RFP, as follows:

1. Contractor Standards Pledge of Compliance, Section J, Wage Compliance.

Proposer (see Attachment 1), responded "No" to page 8 of 12, Section J, Wage Compliance (see Attachment 2) which states, in part, "In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state, or local prevailing, minimum, or living wage laws?"

Proposer's response is inaccurate. City's records demonstrate that Aztec Landscaping, Inc. paid \$16.42 in back wages due to failure to pay covered employees applicable Living Wage Ordinance rates (see Attachment 3, Living Wage Ordinance Compliance Review #R16-01-A Findings and Recommendations letter dated December 28, 2015). Therefore, Proposer provided an inaccurate response to this question and is thereby determined as not responsible.

Pursuant to SDMC section 22.3017(b), you may contest the City's determination that

Ms. Grismer
April 8, 2020

Proposer is not responsible, as further set forth in such section.

Thank you for your interest in doing business with the City. We encourage you to keep apprised of future procurement opportunities.

Sincerely,



Kristina Peralta
Director, Purchasing & Contracting

Attachments:

- Attachment 1 – Contract Signature Page
- Attachment 2 - Contractor Standards Pledge of Compliance, page 1 and page 8
- Attachment 3 – Letter dated December 28, 2015, Living Wage Ordinance
Compliance Review #R16-01A Findings and Recommendations

cc: Angela Errico, Program Manager, Purchasing & Contracting
Lisa Hoffmann, Sr. Procurement Contracting Officer, Purchasing & Contracting
Hilda Mendoza, Deputy City Attorney, Office of the City Attorney
Sandra Vazquez, Supervising Procurement Contracting Officer, Purchasing &
Contracting

ATTACHMENT 1

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

Aztec Landscaping, Inc.
dba Aztec Janitorial Service
Proposer

7980 Lemon Grove Way
Street Address

Lemon Grove
City

(619) 464-3303
Telephone No.

marcy@azteclandscaping.com
E-Mail

CITY OF SAN DIEGO
A Municipal Corporation

BY: _____

Print Name: _____

Director, Purchasing & Contracting
Department

Date Signed

BY: 

Signature of
Proposer's Authorized
Representative

Marisela Grismer
Print Name

V.P. of Operations
Title

March 6, 2020
Date

Approved as to form this ____ day of

_____, 20____.
MARA W. ELLIOTT, City Attorney

BY: _____
Deputy City Attorney

ATTACHMENT 2

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

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

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

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

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

A. BID/PROPOSAL/SOLICITATION TITLE:

RFP 10089550-20-L for Janitorial Maintenance Service at Gaslamp Square Public Restrooms

B. BIDDER/PROPOSER INFORMATION:

Aztec Landscaping, Inc.		Aztec Janitorial Service	
Legal Name		DBA	
7980 Lemon Grove Way	Lemon Grove	CA	91945
Street Address	City	State	Zip
Marisela Grismer, V.P. of Operations	(619) 464-3303	(619) 460-1106	
Contact Person, Title	Phone	Fax	

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

* The precise nature of the interest includes:

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

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

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?
 Yes No

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

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?
 Yes No

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

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?
 Yes No

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

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

Yes No

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

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?
 Yes No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?
 Yes No

Certification # N/A

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

J. WAGE COMPLIANCE:

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

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

ATTACHMENT 3



THE CITY OF SAN DIEGO

December 28, 2015

Ms. Susana Michel, Finance Manager
Aztec Landscaping, Inc.
7980 Lemon Grove Way
Lemon Grove, CA 91945-1820

Dear Ms. Michel:

Subject: Living Wage Ordinance Compliance Review #R16-01A Findings and Recommendations

The Living Wage Program has completed a review of your firm's compliance with the Living Wage Ordinance requirements. A summary report of the findings and recommendations is attached; a LWO violation was found. A total of \$16.42 was recovered for covered employees.

Before this office can close out your review, we require your written response within 30 days acknowledging your firm's receipt of this review and intent to comply with the included recommendations (an e-mail message is sufficient).

Thank you for your cooperation during this review. If you have any questions, I'm available at (619) 236-6172 or by email at MAalano@saniego.gov.

Sincerely,

Michele Alano
Senior Compliance Officer

Attachment: LWO Compliance Review Report #R16-01A for Aztec Landscaping, Inc.

cc: Nora Nugent, Living Wage Manager, Purchasing & Contracting Department
Chris Moore, Procurement Specialist, Purchasing & Contracting Department
Mark Jennings, Associate Planner, Park & Recreation Department
Joe Storniolo, Grounds Maintenance Manager, Park & Recreation Department
Mike Poston, Grounds Maintenance Supervisor, Park & Recreation Department
Steve Haupt, District Manager, Park & Recreation Department
Ray Garcia, District Manager, Park & Recreation Department
Carlos Rios, Area Manager, Park & Recreation Department
Cathy Lawler, Area Manager, Park & Recreation Department
John Tully, Grounds Maintenance Manager, Park & Recreation Department
Manny Aranda, Grounds Maintenance Manager, Park & Recreation Department
Sarah Erazo, Area Manager, Park & Recreation Department



LIVING WAGE ORDINANCE COMPLIANCE REVIEW REPORT

REPORT NUMBER

#R16-01A

DATE

December 28, 2015

SUBJECT FIRM

Aztec Landscaping, Inc.
7980 Lemon Grove Way
Lemon Grove, CA 91945-1820

PREVIOUS REVIEWS

#R14-004 No violations
#R09-011 \$23,359.34 Reimbursed to City

REPORTING GROUP

Living Wage Program
Purchasing & Contracting Department, City of San Diego
Senior Compliance Officer, Michele Alano, 619-236-6172

AUTHORITY

Living Wage Ordinance San Diego Municipal Code [SDMC] §22.4235(a)

OBJECTIVE

Determine compliance with LWO requirements under San Diego Municipal Code Chapter 2, Article 2, Division 42

CONTRACT DESCRIPTION

<u>Contract #</u>	<u>Bid #</u>	<u>Contract Title</u>
4500052879	—	Landscape Maint Rolando and Wabash parks
4500054883	—	Landscape Maint of Carmel Del Mar Park
4500055772	—	Landscape Maint Parkside Neighborhood Park
4500060154	—	Landscaping Services-Coral Gate MAD
4500063396	—	Landscape Maint Ashley Falls Neigh Park
4600000257	9964-10-Q	Landscape Maint for SR-163 Interchange
4600000269	9948-10-Q	Landscape Maintenance of Stonebridge
4600000270	9943-10-Q	Landscape Maintenance of Howard Lane Parks
4600000364	9968-11-Q	Landscape Maintenance of Dusty Rhodes
4600000492	9966-11-Q	Landscape Maintenance of Spring Cyn Park
4600000522	9967-11-Q	Landscape Maint for Rancho Bernardo Park
4600000675	9984-11-Q	Landscape Maintenance Gateway Ctr E MAD
4600000918	10016536-12W	Landscape Maintenance of Four Parks
4600001017	10019947-12W	Landscape Maintenance w/in Otay Int'l Ctr MAD

LWO Compliance Review Report #R16-01A

Aztec Landscaping, Inc.

December 28, 2015

4600001449	10025899-12W	Landscape Maint for Open Space St. Medium
4600001548	10025238-13W	Landscape Maintenance of Desig Medians
4600001567	10030695-13W	Landscape Maintenance for Rancho Bernardo
4600001602	10024288-13W	Landscape Maintenance for Mira Mesa MAD
4600002168	10051852-15A	Brush Management Services

CONTRACT AMOUNT

\$5,700,000 (approximate)

CONTRACT TERM

Varies

REVIEW PERIOD

July 1, 2014, through June 30, 2015

VIOLATIONS

SDMC section 22.4220(a): Failure to pay covered employees LWO rates.

BACK WAGES PAID

\$16.42

BACKGROUND

The Living Wage Program is responsible to monitor applicable service contracts for compliance with the Living Wage Ordinance [LWO]. Aztec Landscaping, Inc. [Aztec] had nineteen service contracts with LWO requirements at the initiation of the LWO Compliance Review. The subject contracts provide landscaping and brush management services for various City department throughout the City of San Diego. The contracts were reviewed to determine compliance with the Living Wage Ordinance.

REVIEW ACTIONS

During the course of this Compliance Review, records were requested to determine whether correct LWO rates were paid, applicable compensated leave time granted and notifications provided to covered employees. Copies of California Employment Development Department Quarterly Contribution Return and Report of Wages (Continuation), form DE9C, were also requested. Interviews were conducted with one City Contract Administrator, two Aztec employees, and Aztec's Finance Manager, Comptroller and HR Assistant.

LWO Compliance Review Report #R16-01A

Aztec Landscaping, Inc.

December 28, 2015

SUMMARY

Aztec is required to meet Living Wage Ordinance requirements, including payment of specified wages and benefits. The review period for this compliance review was for one year of activity from July 1, 2014, to June 30, 2015. Aztec has the most LWO contracts of any covered contractor with the City of San Diego and it has gone through two prior LWO Compliance Reviews.

Aztec was very helpful in providing all the requested documentation and was required to pay \$16.42 to four covered employees for benefits due.

FINDINGS AND RECOMMENDATIONS

Wages & Benefits. Aztec provided copies of covered employees' pay statements, compensated leave time records, a copy of its compensated leave policy and copies of CA Employment Development Department Tax Quarterly Contribution Return and Report of Wages (Continuation), form DE9C, for the four quarters under review.

Recommendation: While the violation identified in the failure to pay the benefits earned to all employees is very small compared to the number of contracts and overall payroll, it has been recommended that Aztec Landscaping implement robust policies and procedures to ensure all employees receive the proper benefits.

Compensated Leave Time. Aztec developed a comprehensive spreadsheet to track compensated leave for all employees. This spreadsheet is updated every payday to ensure all hours accrued and paid.

Recommendation: Aztec must continue to track accrued and paid compensated leave time for all covered employees for all hours accrued and paid.

Notification. The Living Wage Ordinance requires firms to notify covered employees of their rights under the ordinance and to advise them of their LWO rights, the possible availability of health insurance coverage under the *Affordable Care Act*, and the possible availability of the *Earned Income Tax Credit* (EITC) [SDMC section 22.4225(b)].

Aztec provides all notifications to employees upon hire and every July 1, as required by the LWO and provided signed statements from covered employees that they had received all the required notifications. Employees interviewed also confirmed receipt of all notifications and were aware of all their rights under the LWO.

Recommendation: Aztec must continue to distribute to covered employees the *LWO Notice to Employees*, *Affordable Care Act*, and *Earned Income Tax Credit* at time of hire and every July 1 as required by the Ordinance.

Complete information about the LWO along with current wage rates, forms and notices can be found posted on the City's website: www.sandiego.gov/purchasing/programs/livingwage/

FIRM'S RESPONSE

A written response to this Living Wage Ordinance Compliance Review acknowledging the firm's receipt of this review and intent to comply with above recommendations is due from Aztec within 30 days from the date of this report. (Firm may respond in an email to *M Alano@sandiego.gov*.)



THE CITY OF SAN DIEGO

December 28, 2015

Ms. Susana Michel, Finance Manager
Aztec Landscaping, Inc.
7980 Lemon Grove Way
Lemon Grove, CA 91945-1820

Dear Ms. Michel:

Subject: Living Wage Ordinance Compliance Review #R16-01A Findings and Recommendations

The Living Wage Program has completed a review of your firm's compliance with the Living Wage Ordinance requirements. A summary report of the findings and recommendations is attached; a LWO violation was found. A total of \$16.42 was recovered for covered employees.

Before this office can close out your review, we require your written response within 30 days acknowledging your firm's receipt of this review and intent to comply with the included recommendations (an e-mail message is sufficient).

Thank you for your cooperation during this review. If you have any questions, I'm available at (619) 236-6172 or by email at MAalano@saniego.gov.

Sincerely,

Michele Alano
Senior Compliance Officer

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Sarah Erazo, Area Manager, Park & Recreation Department



LIVING WAGE ORDINANCE COMPLIANCE REVIEW REPORT

REPORT NUMBER

#R16-01A

DATE

December 28, 2015

SUBJECT FIRM

Aztec Landscaping, Inc.
7980 Lemon Grove Way
Lemon Grove, CA 91945-1820

PREVIOUS REVIEWS

#R14-004 No violations
#R09-011 \$23,359.34 Reimbursed to City

REPORTING GROUP

Living Wage Program
Purchasing & Contracting Department, City of San Diego
Senior Compliance Officer, Michele Alano, 619-236-6172

AUTHORITY

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OBJECTIVE

Determine compliance with LWO requirements under San Diego Municipal Code Chapter 2, Article 2, Division 42

CONTRACT DESCRIPTION

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LWO Compliance Review Report #R16-01A

Aztec Landscaping, Inc.

December 28, 2015

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CONTRACT AMOUNT

\$5,700,000 (approximate)

CONTRACT TERM

Varies

REVIEW PERIOD

July 1, 2014, through June 30, 2015

VIOLATIONS

SDMC section 22.4220(a): Failure to pay covered employees LWO rates.

BACK WAGES PAID

\$16.42

BACKGROUND

The Living Wage Program is responsible to monitor applicable service contracts for compliance with the Living Wage Ordinance [LWO]. Aztec Landscaping, Inc. [Aztec] had nineteen service contracts with LWO requirements at the initiation of the LWO Compliance Review. The subject contracts provide landscaping and brush management services for various City department throughout the City of San Diego. The contracts were reviewed to determine compliance with the Living Wage Ordinance.

REVIEW ACTIONS

During the course of this Compliance Review, records were requested to determine whether correct LWO rates were paid, applicable compensated leave time granted and notifications provided to covered employees. Copies of California Employment Development Department Quarterly Contribution Return and Report of Wages (Continuation), form DE9C, were also requested. Interviews were conducted with one City Contract Administrator, two Aztec employees, and Aztec's Finance Manager, Comptroller and HR Assistant.

LWO Compliance Review Report #R16-01A

Aztec Landscaping, Inc.

December 28, 2015

SUMMARY

Aztec is required to meet Living Wage Ordinance requirements, including payment of specified wages and benefits. The review period for this compliance review was for one year of activity from July 1, 2014, to June 30, 2015. Aztec has the most LWO contracts of any covered contractor with the City of San Diego and it has gone through two prior LWO Compliance Reviews.

Aztec was very helpful in providing all the requested documentation and was required to pay \$16.42 to four covered employees for benefits due.

FINDINGS AND RECOMMENDATIONS

Wages & Benefits. Aztec provided copies of covered employees' pay statements, compensated leave time records, a copy of its compensated leave policy and copies of CA Employment Development Department Tax Quarterly Contribution Return and Report of Wages (Continuation), form DE9C, for the four quarters under review.

Recommendation: While the violation identified in the failure to pay the benefits earned to all employees is very small compared to the number of contracts and overall payroll, it has been recommended that Aztec Landscaping implement robust policies and procedures to ensure all employees receive the proper benefits.

Compensated Leave Time. Aztec developed a comprehensive spreadsheet to track compensated leave for all employees. This spreadsheet is updated every payday to ensure all hours accrued and paid.

Recommendation: Aztec must continue to track accrued and paid compensated leave time for all covered employees for all hours accrued and paid.

Notification. The Living Wage Ordinance requires firms to notify covered employees of their rights under the ordinance and to advise them of their LWO rights, the possible availability of health insurance coverage under the *Affordable Care Act*, and the possible availability of the *Earned Income Tax Credit* (EITC) [SDMC section 22.4225(b)].

Aztec provides all notifications to employees upon hire and every July 1, as required by the LWO and provided signed statements from covered employees that they had received all the required notifications. Employees interviewed also confirmed receipt of all notifications and were aware of all their rights under the LWO.

Recommendation: Aztec must continue to distribute to covered employees the *LWO Notice to Employees*, *Affordable Care Act*, and *Earned Income Tax Credit* at time of hire and every July 1 as required by the Ordinance.

Complete information about the LWO along with current wage rates, forms and notices can be found posted on the City's website: www.sandiego.gov/purchasing/programs/livingwage/

FIRM'S RESPONSE

A written response to this Living Wage Ordinance Compliance Review acknowledging the firm's receipt of this review and intent to comply with above recommendations is due from Aztec within 30 days from the date of this report. (Firm may respond in an email to *M Alano@sandiego.gov*.)

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

I. City's Equal Opportunity Contracting Commitment.

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

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

II. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. Disclosure of Discrimination Complaints.

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

IV. Work Force Report and Equal Opportunity Outreach Plan.

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

V. Small and Local Business Program Requirements.

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

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

VI. Maintaining Participation Levels.

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

VII. Certifications.

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

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

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

VIII. List of Attachments.

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

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.

- The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN
		NONE			

Contractor Name: AZTEC LANDSCAPING, INC.

Certified By RAFAEL AGUILAR Title CEO
Name

Rafael Aguilar Date 1/4/2024
Signature

EQUAL OPPORTUNITY CONTRACTING (EOC)

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

BB. WORK FORCE REPORT

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

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

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

Name of Company: AZTEC LANDSCAPING, INC.

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 7980 LEMON GROVE WAY

City: LEMON GROVE County: SAN DIEGO State: CALIFORNIA Zip: 91945

Telephone Number: 619.464.3303 Fax Number: 619.460.1106

Name of Company CEO: RAFAEL AGUILAR

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

Address: SAME AS ABOVE.

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

Telephone Number: _____ Fax Number: _____ Email: _____

Type of Business: LANDSCAPE MAINTENANCE Type of License: B, C27, C61/D49, C61/D38

The Company has appointed: ELEAZAR BELTRAN

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

Address: 7980 LEMON GROVE WAY, LEMON GROVE, CA 91945

Telephone Number: 619.464.3303 Fax Number: 619.460.1106 Email: EBELTRAN@AZTECLANDSCAPING.COM

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

Check the box above that applies to this WFR.

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

I, the undersigned representative of AZTEC LANDSCAPING, INC.

SAN DIEGO, CALIFORNIA (Firm Name) hereby certify that information provided
(County) (State)

herein is true and correct. This document was executed on this 4TH day of JANUARY, 20. 24

Rafael Aguilar
(Authorized Signature)

RAFAEL AGUILAR
(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: AZTEC LANDSCAPING, INC. DATE: 1/4/2024

OFFICE(S) or BRANCH(ES): 7980 LEMON GROVE WAY, LEMON GROVE, CA 91945 COUNTY: _____

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

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

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

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial			3	2										
Professional														
A&E, Science, Computer														
Technical														
Sales			11	3										
Administrative Support			1	5										
Services			10	15										
Crafts														
Operative Workers			1	0										
Transportation														
Laborers*			239	29										

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

Totals Each Column			265	54										
--------------------	--	--	-----	----	--	--	--	--	--	--	--	--	--	--

Grand Total All Employees 319

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: AZTEC LANDSCAPING, INC.

DATE: 1/4/2024

OFFICE(S) or BRANCH(ES): 7980 LEMON GROVE WAY, LEMON GROVE, CA 91945

COUNTY: SAN DIEGO

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

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

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

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

Totals Each Column														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Grand Total All Employees 0

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

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

Work Force Report

HISTORY

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

WORK FORCE & BRANCH WORK FORCE REPORTS

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

MANAGING OFFICE WORK FORCE

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

TYPES OF WORK FORCE REPORTS:

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

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

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

RACE/ETHNICITY CATEGORIES

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

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

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

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

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

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

Exhibit A: Work Force Report Job Categories – Administration

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

Management & Financial

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

Professional

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

Architecture & Engineering, Science, Computer

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

Technical

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

Sales

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

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

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

Services

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

Crafts

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

Installers, and Repairers
Woodworkers

Operative Workers

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

Transportation

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

Laborers

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

Exhibit B: Work Force Report Job Categories-Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

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

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

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

Glaziers

Helpers, Construction Trade

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

Millwrights

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

Misc. Const. Equipment Operators

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

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

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

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

Workers, Extractive Crafts, Miners

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

COMPANY INFORMATION

Company Name: AZTEC LANDSCAPING, INC.
 Company Address: 7980 LEMON GROVE WAY, LEMON GROVE, CA 91945
 Company Contact Name: ELEAZAR BELTRAN Contact Phone: 619.464.3303

CONTRACT INFORMATION

Contract Number (if no number, state location): RFP 10089857-23-L Start Date: TBD
 Contract Title (or description): COMPLETE LANDSCAPE MAINTENANCE FOR TORREY HILLS MAD End Date: TBD
 Purpose/Service Provided: LANDSCAPE MAINTENANCE

TERMS OF COMPLIANCE

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

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

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

CONTRACTOR CERTIFICATION

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

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

RAFAEL A. AGUILAR
 Name of Signatory
Rafael Aguilar
 Signature

CHIEF EXECUTIVE OFFICER
 Title of Signatory
1/13/2023
 Date

FOR OFFICIAL CITY USE ONLY

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

EXHIBIT B
SCOPE OF WORK

A. SPECIFICATIONS

1. Landscape Maintenance Specifications. Contractor shall perform complete landscape maintenance and improvements of all contract areas identified in **Paragraph N** of these Specifications (Contract Sites) within the [Torrey Hills] Maintenance Assessment District, including, but not limited to, the following: irrigation, pruning, shaping and training of trees, shrubs, turf, and groundcover plants; fertilization; litter control; weed control; control of all plant diseases and pests; mowing; edging; renovation and aeration; sweeping; irrigation; and all other maintenance required to maintain the Contract Sites included in this Contract in a safe, attractive and useable condition and to maintain the plant material in good condition with horticulturally acceptable growth and color.

During the entire term of the Contract, Contractor shall ensure that all plant material be in a healthy, growing condition. The Contractor shall provide all equipment, labor and materials necessary for performing landscape maintenance and irrigation services according to the following specifications.

2. Improvements and Activities. Contractor shall install and maintain certain improvements including, but not limited to the following: irrigation; plant material; and planting areas. All services performed by Contractor related to improvements and activities, as set forth in this Exhibit B, including any extraordinary labor, shall be consistent with Improvements and Activities as authorized pursuant to the Assessment Engineer’s Report for the [Torrey Hills Maintenance Assessment District (MAD)].

B. DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER:
CONTRACTOR IS REQUIRED TO HOLD AND MAINTAIN (DIR) REGISTRATION THROUGHOUT THE TERM OF THE CONTRACT. PLEASE PROVIDE NUMBER AND DETAILS IN CHART BELOW.

	Registration No.	Expiration Date	Name
DIR Registration No.	1000007145	06/30/2025	AZTEC LANDSCAPING, INC.
Subcontractor’s DIR Registration No.	N/A		

C. LICENSES

To perform the work described in these Specifications, the Contractor must hold a C-27 State of California Contractors License. Any Contractor holding a different license who feels qualified to submit a proposal on this work must notify the City Contact in writing at least seven days prior to the proposal due date. After a thorough review of the proposed license substitution, the City will inform the Contractor, in writing, of its decision prior to the proposal closing. The City’s decision is final.

Any person supervising the use of pesticides, herbicides, or rodenticides must possess a valid Qualified Applicator's Certificate for Category B. The Contractor must also hold a Pest Control Business License, must retain the services of a licensed Pest Control Advisor (PCA), and must be registered with the County Agriculture Commissioner. The Contractor must possess the below licenses prior to submitting their proposal. Please provide numbers and details in chart below.

	License Number	Expiration Date	Name
State of California Contractors License	Class:C-27 No.: 642504	04/30/2024	AZTEC LANDSCAPING, INC.
Qualified Applicator Certificate	92975	12/31/2023	JAIME ROCHA
Pest Control Business License	30311	12/31/2024	AZTEC LANDSCAPE COMPANY
Pest Control Advisor	74624	12/31/2023	JAMES C. THOMPSON JR.
Recycled Water Site Supervisor Certificate	6034	07/20/2026	JOEL CAMACHO

D. SCHEDULING OF WORK

The Contractor shall establish an annual schedule of work (Work Schedule) to be followed in the performance of this Contract. In addition, the Contractor shall provide the Technical Representative (as defined in Exhibit B, **Paragraph G** of this Contract) with a list(s) of exact start dates for fertilization, renovation, aeration, and other infrequent operations at each of the Contract Sites at least ten working days in advance of performing any of these operations.

Unless otherwise specified, the Contractor shall accomplish all normal landscape maintenance required under this Contract between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday, excluding holidays (normal working hours). If a specific task falls on a holiday, Contractor must complete the task on the following business day, or on an acceptable alternate date as authorized by the Technical Representative in writing. The Technical Representative may grant, on an individual basis, permission to perform contract maintenance at other hours where the public's use of the Contract Sites is too great to allow for proper maintenance during normal working hours. Maintenance functions that generate excess noise, which would cause unreasonable annoyance to residents of the area, e.g., operations of power equipment, shall not commence before 8:00 a.m.

The Work Schedule, provided by the Contractor, must be completed and submitted to the Technical Representative prior to the commencement of work on this contract. Any changes in scheduling shall be reported, in writing, to the Technical Representative immediately. This Work Schedule shall include routine work as well as infrequent operations such as fertilization and pruning.

The Contractor shall conduct the work at all times in a manner which will not unreasonably interfere with pedestrian traffic on adjacent sidewalks or vehicular traffic on adjacent streets.



TAB B – EXECUTIVE SUMMARY AND RESPONSES TO SPECIFICATIONS

AZTEC LANDSCAPING, INC.

EXECUTIVE SUMMARY

SERVICES AND EXPERIENCE

AZTEC is a full-service maintenance company specializing in commercial landscape maintenance with two (2) sub-divisions, 1. Full-Service Landscape Construction and 2. Commercial Custodial Services including Power Washing. AZTEC is a local, FAMILY-owned business with over 50 years' experience in commercial, municipal and industrial landscape maintenance, commercial custodial services, landscape construction services and tree services throughout San Diego, Riverside, and Orange Counties. We are considered among the leaders in our industry and our full-service experienced staff is dedicated to focusing on your specific maintenance needs. We pride ourselves in knowing that as the incumbent we are capable of successfully providing an effective maintenance program for the City of San Diego for the Torrey Hills Maintenance Assessment District areas requested.

LICENCES AND CERTIFICATIONS

AZTEC possesses the following California State License and classification B, C-27, C61 D49 and D38 under our Contractor's State License 642504. AZTEC brings to the table (1) Certified Horticulturist with specialty in Sports Turf, Design Installation and Maintenance. (3) Certified Arborist, (6) Pesticide License holders, AZTEC's equipment is among the best the industry has to offer to provide professional results with maximum efficiency. AZTEC also employ's (6) Planet Certified Landscape Technician, (10) Certified Reclaimed Water Managers (2) Full-time Mechanics whom service and repair all machines /equipment in-house to avoid/minimize down time.

REGULATORY COMPLIANCE

AZTEC certifies that it has the sufficient operating capital to properly fund the services identified in this Agreement. We are fully bonded and insured for up to two million dollars in excess liability. We are an equal opportunity employer; we are a drug free company with mandatory drug testing policy. We abide by all local, state, federal, CAL/OSHA, OSHA, District safety codes and policies and we are also an E verify employer. We have also conducted employee background checks, when contracts required to do so. We have submitted employee back ground checks for County of San Diego, San Diego County Regional Airport Authority, City of Temecula, City of Murrieta, and for the Federal Government (i.e. Camp Pendleton, Naval Weapons Seal Beach, Seal Beach Fallbrook Detachment, 32nd Street and North Island (see attached list of employees who have been successful in background checks).

AZTEC is also committed to the implementation of the Best Management Practices (BMP's) in all phases. Our employees are fully trained in all aspects of our industry including job training and safety procedures.

AZTEC is able to perform and execute all of this contract requirements with our own resources.

If you should have any questions or comments, please feel free to contact me **Rafael Aguilar, Chief Executive Officer**. I have the authority to enter into a binding agreement and am authorize to approve changes to the scope, terms, and conditions of the agreement. I can be reached at: 7980 Lemon Grove Way, Lemon Grove, CA 91945, Office: 619-464-3303 ext. 106, Cell Phone: 619-572-4016, Email: Rafael@azteclandscaping.com.

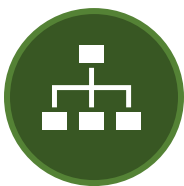
Alignment of Our Core Values

Working together to **serve The City of San Diego's visitors, guests, residents, and staff** with our collective guiding principles at the center.

CITY OF SAN DIEGO:

"San Diego is a special place with limitless potential, where everyone deserves equal access to opportunity, happiness, and a bright future. Our City is here to help foster those ideals in every neighborhood. It exists to serve you and be a resource for you, your family, and your community. Working together, we can create a San Diego that is responsive, transparent, and inclusive for all of us."

AZTEC'S CORE VALUES



ACCOUNTABILITY



COMMITMENT



INNOVATION



QUALITY



TEAMWORK



LEADERSHIP

QUALIFICATIONS AND EXPERIENCES

MANAGEMENT AND STAFFING QUALIFICATIONS

AZTEC is committed to providing quality service and agrees to provide sufficient and qualified personnel to meet the requirements of this Agreement.



Rafael A. Aguilar

Chief Executive Officer

- Over 30 years' experience in commercial landscape industry
- Contract negotiations, including on-site field changes
- Large scale price quotes
- Large scale equipment procurement
- Overall accountable for Contract adherence to requirements
- Certified Horticulturist
- Certified Arborist WE-8438A
- Experienced in all phases of the landscape industry
- Qualified Pesticide License Applicator for Category B.
- Trained and Certified in all methods of traffic control, including traffic control flagging
- Certified in Storm Water Pollution Prevention Planning
- Certified Storm Drain Prevention and Water Conservation
- Member of several local, state and national industry groups such as the California Landscape Contractors Association, Professional Tree Care Association, P.A.P.A.-
- Xeriscape design and installation
- Certified in Sports Turf Management



Manuel Pinto

Account Manager/Quality Control Manager

- Over 25 years' experience in commercial landscape industry
- Certified Landscape Technician thru Planet
- Primary Point-of-Contact for routine day-to-day activities
- Maintains correspondence with Client via e-mail
- Routine price quotes
- Manages, Supervises and disciplines crewmembers
- Hire/Termination of landscape staff
- Schedules and executes daily tasks
- Oversees productions and quality control
- Required to respond to calls within 1-hr
- Required to be available 24 / 7 to respond to any emergency within 2 hrs. of notification
- Certified in Storm Water Pollution Prevention Planning, Storm Drain Prevention and Water Conservation
- Certified in Reclaimed Water
- Ability to identify irrigation deficiencies
- Trained in accident prevention and first aid
- Trained in pesticide application and handling

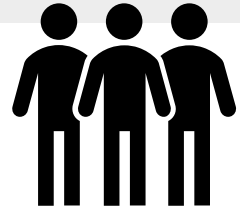


Paulino Gonzalez – Site Working Foreman

- 32 years of commercial landscape experience
- Trained in fundamental irrigation programming
- Fully trained in all aspects of pesticide application and handling including transportation, mixing and labeling
- Able to read, speak and write English sufficiently enough to convey information
- Advanced pruning and trimming skills
- Proficient in the use of landscape tools and equipment: pole pruner, ride-on mowers, large walk behind mowers, push spreaders
- Prune trees and shrubs to encourage healthy growth
- Stake and tie trees and shrubs
- Identifies general needs of plants
- Recognizes plant material under stress or in a problem state
- Uses proper chemical application techniques
- Understands irrigation principals including clock programming
- Trains and delegates work to crewmembers
- Maintains equipment in good and operating conditions
- Plant identification and complete planting skills

BENCH STRENGTH COVERAGE

If one of our team members calls out sick or if your sites have some special requests, AZTEC has a team of “floaters” available to staff appropriately.



Iran Medina – Irrigation Technician

- Rain Master Remote Control Irrigations Systems
- Weather Matrix Remote Control Irrigations Systems
- Maxi-Com Satellite Systems
- Calsence Satellite Systems
- Hunter ICC Systems
- SmartLine
- Weather Staintian
- ET Station



Maximino Gonzalez – Crew Leader

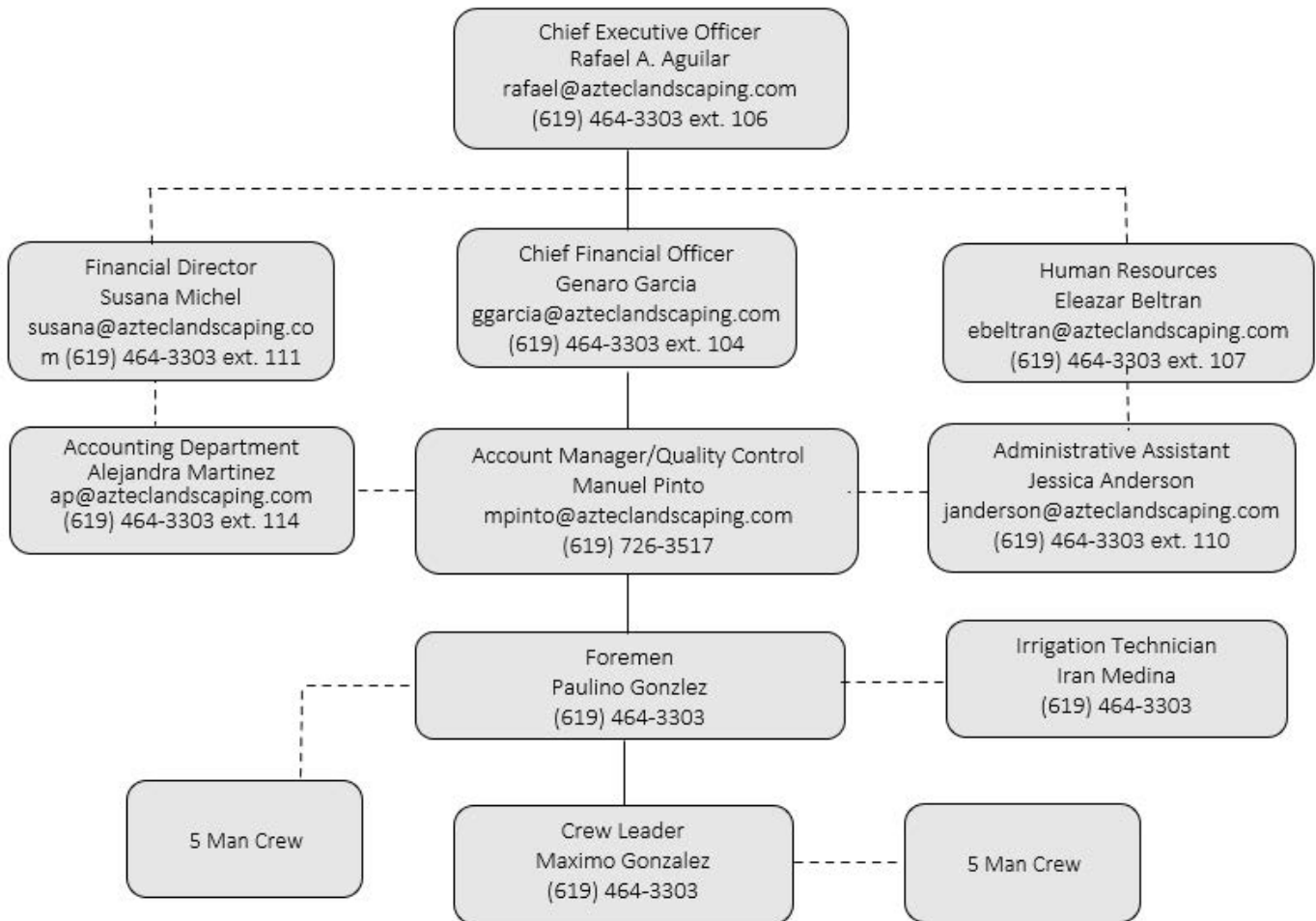
- 16 years in commercial landscape industry
- Legal documentation to verify employment eligibility
- Uses tools properly
- Communicates with Foreman regarding progress of tasks
- Basic pruning and trimming skills
- Litter control
- Proficient in use of basic hand tools: rake, broom, hoe, shovel, cultivator, water hose, hand pruners, hedge sheers
- Proficient in use of power equipment, hedge trimmers, line trimmers, 21” lawn mowers and leaf blowers
- Basic planting skills
- Loading and unloading of truck and trailer



Administrative Support

- Completes tasks assigned by Account Manager
- Answers phone calls concerning Account and distributes to appropriate department, person, voicemail box
- Invoices all work
- Updates and files information pertaining to Account
- Types and sends out pricing proposals, received by Account Manager or Project Manager
- Manages computer generated reports and schedule spreadsheets and sends to appropriate representative.
- Communicates directly with Account Manager
- Manages files of employees, work completed, work in progress, accounts payable & receivable

PRIMARY STAFF ORGANIZATIONAL CHART





Rafael
Aguilar

CHIEF EXECUTIVE OFFICER



619-464-3303



rafael@azteclandscaping.com



San Diego / CA

ABOUT ME

*Chief Executive Officer for
Aztec Landscaping, Inc.*

Since 1995

The objective in this position is to deliver quality, consistent, reliable, and efficient landscape services through each Team Leader and Member.

STRENGTHS

- Extensive experience with State, Federal, local and private landscape/grounds maintenance specifications
- Knowledge of Pesticide regulations and procedures
- Tree and shrub trimming, sod installation, fertilizing, de-thatch, aerification, hydro-seeding, topdressing, checking and maintaining irrigation systems including Calsense irrigation, Maxi Com, Hunter ICC, pest control, weed control and prevention
- Warehousing, production control, quality control, and inventory control
- Fundamental knowledge in repair and maintenance of irrigation systems
- Extensive knowledge in estimating/bidding procedures
- Manages over 110 active accounts in landscape, tree work, and all phases of landscape construction

EXPERIENCE

Chief Executive Officer

Aztec Landscaping, Inc. / San Diego, CA / 1995 - Present

Currently Manages over three hundred (300) full time employees, Supervises nine (9) Account Managers, oversees Production of the company, Quality Assurance, Recruits, interviews, hires, disciplines, evaluates and terminates landscape maintenance field staff, in fluent both English and Spanish, manages inventory of materials and equipment for the entire company, Supervises the mixing and application of herbicides and pesticides, negotiates and binds landscape contracts, conducts walkthroughs with client, promotes landscape maintenance and landscape construction programs offered by company. Company representative for public affairs and is responsible for purchasing and implementing of latest landscape tools and products to improve quality and implementing of latest landscape tools and products to improve quality and productivity. Recognized leader with ability to prioritize, coordinate and direct multiple tasks ensuring accuracy and regulatory compliance.

CERTIFICATES

Certified Qualified Pesticide Applicator for Category B License No. 102595

Certified Arborist No. WE-8438A

Certificate holder for Sports Fields maintenance

Certificate holder for Storm Drain Prevention

Certificate holder for Water Conservation

Certificate of training in "Traffic Control" and "Traffic Control Flagger"

Ornamental Horticulturist



Manuel Pinto

ACCOUNT MANAGER / QUALITY CONTROL



619-726-3517



mpinto@azteclandscaping.com



San Diego / CA

ABOUT ME

Account Manager/Quality Control for Aztec Landscaping, Inc.

Continue professional growth through the efficient application of operations management strategies and progressive client relations protocol

Since 2009

SKILLS

- Certified Landscape Technician
- Certified in "Reclaimed Water" through the City of San Diego
- Working Knowledge of Landscape Construction and new installation
- Able to identify botanical names
- Supervise and lead up to 25 employees and set priorities
- Repair and maintenance of irrigation systems

EXPERIENCE

Account Manager/Quality Control Manager

Aztec Landscaping, Inc. / San Diego, CA / 03/2009 – Present


- Manage multiple key company accounts (2 m+/yr.) overseeing 25 employees and performing all essential duties including but not limited to budget analysis, cost projections, enhancement and construction performance reports, client relations and employee management activities as required.
- Evaluate company's business portfolio as assigned and provide detailed analysis reports of performance and safety compliance as required.
- Develop and implement a plan of action and follow up as required for proper compliance.

Landscape Construction Supervisor

A & B Landscaping, Inc. / San Diego, CA / 02/2002 – 2009

- Read and follow plans, material list, guidelines and apply necessary timelines
- Supervise and lead a crew of 12 employees and set priorities
- Fulfill a regular and advances installation/construction duties including project layout and complete required paperwork in a timely manner
- Recruit, interview, hire, discipline, and terminate all landscape construction field staff
- Oversee, implement, and ensure training of field staff

LABORERS EXPERIENCE

 619-464-3303

 Lemon Grove / CA

EXPERIENCE

Maintenance Laborers have between 3-5 years experience in the landscape industry. All laborers will report to their foreman on a daily basis. Laborers assigned to the Landscape Maintenance Contract at Torrey Hills MAD are listed below. Assigned Laborers will meet the criteria mentioned below.

STRENGTHS

- Lawn maintenance
- Attention to detail
- Groundskeeping
- Teamwork
- Organized
- Planting
- Weeding
- Diverse plant knowledge
- Landscape equipment

LANDSCAPE TECHNICIANS ASSIGNED TO THIS CONTRACT

- Paulino Gonzalez
- Iran Medina
- Maximo Gonzalez
- Others – TBD

QUALIFICATIONS

- 3-5 Years in commercial landscape industry
- Legal documents to verify employment eligibility
- Uses tools properly
- Communicate with Foreman regarding progress of tasks
- Basic pruning and trimming skills
- Litter control
- Proficient in use of basic hand tools: rake, broom, hoe shovel, cultivator, water hose, hand pruners, hedge sheers
- Proficient in use of power equipment, hedge trimmers, line trimmers, 21" lawn mowers and leaf blowers
- Basic planting skills
- Loading and unloading of truck and trailer

STAFFING RESPONSIBILITIES

One of the biggest differences between AZTEC and other vendors is our management and their dedication to each account that they service. In today’s fast paced and technology driven world, we still believe that our physical presences at your sites will best ensure that the Scope of Work is adhered to, that our landscape crew is properly trained and supported and that our contacts at the City of San Diego are kept informed of the day-to-day activities at your locations.

Outlined below are the main job responsibilities for each AZTEC employee directly related to the City of San Diego. We are an all hands-on-deck type of business and work closely as a team to get the job done. There are many more, behind-the-scenes staff members that will help ensure the account is ran smoothly, safely, and efficiently.



APPROACH TO THE PROJECT

We have two full time crews with Paulino Gonzalez responsible for one of the crews consisting of 5 man. They are responsible for all the right of ways, medians, parkways, all turf areas, slopes and open space north of El Camino Real. The crew has a 2021 F 150 with one 6.5x14' landscape trailer equipped with all the hand tools and power equipment. Each section Paulino is responsible for has been divided into 5 sub-sections that get visited weekly to ensure contract compliance.

The other crew lead by Maximino is also a 5-man full time crew. They are responsible for all the right of ways, medians, parkways, all turf areas, slopes and open space south of El Camino Real. The crew has a 2021 F 150 with one 6.5x14' landscape trailer equipped with all the hand tools and power equipment. Each section Maximino is responsible for has been divided into 5 sub-sections that get visited weekly to ensure contract compliance.

One full time irrigator that is responsible for the entire MAD area.

We have a mow crew that is equipped with a Toro Diesel wide area mower which is used to mow the turf in the parks and right of ways. That crew is part time and exclusively mows the turf and is responsible for the proper use and maintenance of their equipment.

In addition, Aztec owns and operates our Green waste roll-off containers, which are used exclusively for the MAD. Having our own equipment allows for accurate green waste tipping invoices to calculate the annual green waste reports. In addition, it allows us the flexibility to move, dump, and manage our own waste without the need to use a subcontractor and be dependent on their pickup availability. This also alleviated the crew from dumping off site and losing time driving to and from any dump facility. With over 4.3 million square feet of landscape areas included in the MAD, having your own containers and 40-yard dumpster is paramount to keep a control of all the green waste that is hauled off and taken to a recycling facility which is processed and used for other landscape products.

AZTEC's vehicles are all kept in excellent working order, and the company has a new fleet of over 100 vehicles that are all part of a 7-year replacement program. This ensures no downtime for your new, safe, reliable, and efficient fleet while maintaining a great appearance on your property while it is being services.

We are familiar with, and our staff is trained in, the proper use and storage of herbicides and pesticides allowed on your property and the strict compliance with California's Proposition 65. AZTEC also maintains a UTV vehicle with a mounted tank used to treat hard to reach areas within the current footprint of the contract. In addition, backpack spray tank application is needed while working in the medians, where no vehicle can be used. This allows for a more comprehensive approach to keeping the areas weed- and pest-free.

Aztec Landscaping is a San Diego-based family-owned and operated full-service Landscaping company with a proven and well-respected track record in the public sector for more than 50 years!

Our approach is as follows:

1. STUDY THE CONTRACT:

All technical and administrative aspects of the contract are studied completely in order to specifically recognize:

- a. Location of area.
- b. Maintenance services and frequencies.
- c. Experience and qualifications of personnel needed.
- d. Equipment to be used.
- e. Critical areas of maintenance.
- f. Administrative requirements.

2. SELECTION OF PERSONNEL FOR ORGANIZATIONAL STRUCTURE

Based on the conditions and requirements of the contract, AZTEC has selected the following team for this project:

- Chief Executive Officer
- Account Manager/Quality Control
- Site Working Foreman
- Crew Leader
- Irrigation Technician
- Administrative Assistant
- HR Assistant



Our proposed team will be responsible for the following tasks:

- Complete Policing of all landscaped areas
- Removal of dead portions of plants
- Removal of trimmings, clippings and associated materials produced by landscape maintenance activities
- Removal of trash and debris in planted areas and along walkways and curbs
- Cleaning of pavement
- Mowing and edging lawns - warm season and cool season
- Trimming and edging of groundcover
- Weeding of landscape areas
- Cleaning of drainage swales and storm drains -check and clean
- Fertilize lawn areas, shrubs and groundcover and trees
- Provide plant insect, disease and frost control
- Pruning Trees, shrubs and heavy shrub pruning
- Inspecting Tree Ties
- Aeration and detaching lawn areas
- Plant replacements As Needed
- Adjustments to irrigation schedule

3. SELECTION OF EQUIPMENT

We have provided a list of our equipment available for this project. (See “Current Capacity”) AZTEC owns all our equipment and also employs two (2) full time mechanics that provide repairs and preventive maintenance to our vehicle fleet and equipment.

4. PREPARATION OF ACTIVITIES CALENDAR:

AZTEC will provide an annual calendar for proposed tasks (see “Annual Schedule”). We can also provide a monthly calendar, upon the request of the Contract Administrator



5. INITIAL MEETING WITH ON SITE STAFF AND WALK THROUGH OF THE AREA

At the initiation of the contract, an initial meeting with the On-Site staff will be held in order to:

- a. Explain the organizational structure.
- b. Explain schedules and distribute work areas and personnel.
- c. Explain functions and obligations.
- d. Address service days and times

6. SUPERVISION INSPECTION WALK THROUGH

The Project Supervisor and his crew will meet on a daily basis to evaluate the service being performed and to discuss any areas for improvement.



Our Project Supervisor is willing to meet with our client on as needed basis to walk all areas in order to evaluate the condition of the contract, both the field and the administrative aspect. The Project Supervisor shall be in direct contact with the client on as needed basis or upon request in order to inform of any complaints or additional work required. We are committed to client satisfaction at all times.

7. TRAINING AND SAFETY:

Safety is a priority at AZTEC. All workers are regularly trained on safe use and storage of chemicals and equipment use. All new hires are required to watch a video on fundamental safety issues. We have initiated an extensive safety /training program that encourages all our employees to become trained in as many aspects as possible. It is the policy of AZTEC that all employees, at all levels are responsible to understand our company’s safety rules and procedures and follow them. All employees will be held accountable for safety. The following progressive counseling is implemented to ensure that safety becomes part of our everyday work processes. The safety rules that we have established are central to our goal of protecting the safety of our staff and developing a safety culture throughout for our client and organization.



Our primary safety rules include:

- Employees are required to wear PPE at all times during working hours
- Anyone testing positive for drugs or alcohol while on the job is terminated
- Handheld cell phone use while driving or using machinery is strictly prohibited. This includes texting.
- All accidents, no matter how small, are to be reported immediately to Project Supervisor and Safety Coordinator. Documentation is required and staff is later trained on how to avoid further occurrence.
- Employees are not permitted to utilize any equipment / pesticide they are not trained in for proper use and handling.

Employees after receiving proper training do not follow AZTEC's safety rules are subject to:

- Verbal warnings
- Written warnings
- Suspension and possible termination of employment, depending on the severity of the infraction immediate termination may be appropriate.

8. RESPONSE PROCEDURES

We aim to respond to any customer calls in a prompt fashion. All calls received by the client for resolution of a matter will entail a call back within 1 hour. Project Supervisors are equipped with up-to-date cell phones. Cell phones are required to remain "ON" 24/7. Phone numbers: 619.464.3303 ext. "0" Facsimile 619.460.1106.

9. REPORTING DISCREPANCIES

Finding broken, damaged or vandalized property at any job site is reported in writing immediately to the Project Supervisor. If an employee encounters discrepancy, such as broken/damaged property, damaged equipment, burnt out light bulbs, broken urinal, etc., he/she is trained to report such incident to their Supervisor. All reported discrepancies are sent to our clients for proper notification. No repairs to vandalized items will be completed unless written authorization by our client is provided.

CAPABILITY TO PERFORM

Aztec Landscaping has a long-lasting history successfully partnering with very large governmental entities throughout San Diego County to include the County of San Diego, the City of San Diego, the Port of San Diego, the San Diego Airport Authority, the City of Chula Vista, and Caltrans, to name a few. Specific projects were named in the previous section. It is our ability to meet or exceed scheduled expectations in cooperation with our clients, and our ability to understand budgets and priorities that has enabled us to offer services that are appropriate for each client and each particular situation. We pride ourselves in having a team that is knowledgeable and is driven by a desire to complete tasks assigned within specified budgets. Special circumstances, outside predetermined parameters, are always communicated so that all parties can make a collaborative decision on a proper approach.

Each project has a predetermined operational approach as follows:

1. Project inception – includes meeting with the client, identification of project details, identification of expectations (budget, time frame, detail expectations) and proposal requirements.
2. Estimation Process – includes acquiring and review of quotes from all vendors and sub-contractors, estimation of labor hours based on site factors and industry quantifiable time frames, project estimation with the addition of project specific mark-ups based on agreed contract terms, preparation of estimate, estimate review by a separate party to ensure best materials and labor recommendations were quoted, proposal submission to clients
3. Estimate Approval – estimate approval is entirely dependent on the client and often dictates the further direction of the project (budget modifications, time frames, changes in scope of work)
4. Job Sequencing – once approved, the project is redirected back to the project manager to initiate the job sequencing. This includes procurement of materials and services from subs, when needed, scheduling and confirmation with client. The crew leaders involved in the project are provided details on project requirements, schedules and time allotments.
5. Installation – On the predetermined scheduled dates, the crews show to the job site and perform the work as pre-approved in the proposal provided. Once completed, a QC review of the project is performed before the client is presented with confirmation of project completion.
6. Completion - Once completed and verified, the client is informed and upon their review, an invoice is provided for payment.

Because we follow these particular steps, we are successful in staying within a budget agreed upon and meet scheduled dates. Unforeseen circumstances do happen and depending on each case, this may result in alterations to schedules, budgets or both. In these circumstances, the client is informed and such situations can be addressed via change orders, as needed.

CORPORATE RESUME



The following is provided for review of our local organizational structure, financial stability, capability and resources:

COMPANY NAME:	Aztec Landscaping, Inc. (AZTEC)
DESCRIPTION:	AZTEC is a full-service maintenance service company specializing in: <ul style="list-style-type: none"> - Commercial Landscape Maintenance - Landscape Construction - Commercial custodial services including power washing
HOME OFFICE	7980 Lemon Grove Way Lemon Grove, CA 91945 (619) 464-3303 Ph. (619) 460-1106 Fax
WEBSITE:	www.azteclandscaping.com
EMAIL:	rafael@azteclandscaping.com
CORPORATE OFFICERS:	Rafael A. Aguilar, Chief Executive Officer Genaro Garcia, Chief Financial Officer Rafael C. Aguilar, Treasurer Ramon C. Aguilar, Secretary
YEAR INCORPORATED:	AZTEC is a California Corporation since April 10, 1989
NUMBER OF EMPLOYEES:	Over 310 Employees
ANNUAL VOLUME:	\$ 19,000,000.00 - \$ 22,000,000.00
PRINCIPAL MARKET:	Southern California
LICENSES:	Federal ID Number: 33-050-3963 State of California Contractor License – 642504 Classification: B C27 C61/D49 Issue April 16, 1992 / Expires April 30, 2024 Department of Industrial Relations: 1000007145 Pesticide Business License 30311 – Expires December 31, 2022 Qualified Applicator Licenses: 102595, 138173, 141106, 137514 Qualified Applicator Certificate: 92975, 83650 Pest Control Advisor: 74624 Certified Landscape Technicians - 4 Certified Arborist: WE-8438A, WE-5432A City of San Diego Business Tax Certificate: B1981004304
SELF-PERFORMED WORK CAPABILITIES:	Landscape Maintenance/Design /Irrigation Installation, repair, retro-fit and monitoring Xeriscape Installation Landscape Construction / Concrete & Flat Work Janitorial Services / Power Washing

INSURANCE AND BONDING AGENTS:

INSURANCE:	Daisy Trudeau Insurance Service Attn: Daisy Trudeau 5015 Canyon Crest Drive, Suite 207 Riverside, CA 92507 (951) 680-9600 Office (888) 261-9654 California License #0L52222 daisy@daisytrdeauins.com																												
BONDING COMPANY:	Platte River Insurance Company 2121 North California Blvd., # 300 Walnut Creek, CA 94596-3572																												
BONDING AGENT:	Surety Associates of Southern California Attn: Cyndi Beilman – Attorney In-Fact 5360 Jackson Drive Suite 208 La Mesa, CA 91942 (619) 501-1899 Office (619) 994-3652 Cell (619) 270-9833 Fax cyndi@sascbonds.com Caltrans DBE/WBE Certified # 38706 City of San Diego SLBE Certification # 10W10081 Federal Registry # 961857609 / Cage # 365B7																												
TRADE REFERENCES:	<table border="0" style="width: 100%;"> <tr> <td style="width: 60%;">1. SiteOne Landscape Supply</td> <td style="width: 40%; text-align: right;">Attn: Dave Falo</td> </tr> <tr> <td colspan="2">5805 Kearny Villa Rd.</td> </tr> <tr> <td colspan="2">San Diego, CA 92123</td> </tr> <tr> <td colspan="2">(619) 921-4837</td> </tr> <tr> <td colspan="2"> </td> </tr> <tr> <td>2. Terra Bella Nursery, Inc.</td> <td style="text-align: right;">Attn: Jose Ramos</td> </tr> <tr> <td colspan="2">P.O. Box 551</td> </tr> <tr> <td colspan="2">Chula Vista, CA 91910</td> </tr> <tr> <td colspan="2">(619) 585-1118</td> </tr> <tr> <td colspan="2"> </td> </tr> <tr> <td>3. Simplot Partners</td> <td style="text-align: right;">Attn: Carl Deertz</td> </tr> <tr> <td colspan="2">6160 Marindustry Dr., Suite A</td> </tr> <tr> <td colspan="2">San Diego, CA 92121</td> </tr> <tr> <td colspan="2">(858) 843-2733</td> </tr> </table>	1. SiteOne Landscape Supply	Attn: Dave Falo	5805 Kearny Villa Rd.		San Diego, CA 92123		(619) 921-4837				2. Terra Bella Nursery, Inc.	Attn: Jose Ramos	P.O. Box 551		Chula Vista, CA 91910		(619) 585-1118				3. Simplot Partners	Attn: Carl Deertz	6160 Marindustry Dr., Suite A		San Diego, CA 92121		(858) 843-2733	
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(760) 432-5343																													
ANNUAL VOLUME (LAST 5 YEARS)	2021 - \$19.8 Million 2020 - \$19.7 Million 2019 - \$15.7 Million 2018 - \$12.1 Million 2017 - \$11.2 Million																												

QUALITY CONTROL MANAGEMENT PLAN

SCOPE:

This document covers the requirements for a performance system that will ensure quality and compliance with all regulations performed AZTEC. This document describes the inspection system used to evaluate services rendered by AZTEC and specifies how, when, and who shall inspect each location. This document also describes how questionable service shall be identified before service becomes unacceptable, the methods used to record quality control inspections, and the disposition of inspection records.

PURPOSE:

The purpose of AZTEC's Quality Control Program is to ensure responsive, effective operations and adherence to all provisions of the subject contract. The Quality Control Program is an inspection process that identifies future areas of concern, evaluates work in progress, and ensures that all maintenance services are within contract specifications.

OBJECTIVE:

The primary objective of the Quality Control Program is to evaluate all services rendered by AZTEC. Our goal is to ensure that the grounds covered under this contract have a neat, clean, and professional appearance.

RESPONSIBILITY:

The Chief Executive Officer of AZTEC has the overall responsibility for ensuring complete compliance with all provisions of the subject contract. At the contract level including the day-to-day activities, responsibility for compliance with this program is assigned to the Quality Controller. Based on the work load and extent of the contract, the quality control duties can be assigned to the Supervisor who is supported by the Corporate Officers and all team members. At the operating level, quality control begins with the assignment of qualified personnel and their understanding of the services to be performed. AZTEC believes that the only way to complete the task is the right way. We provide qualified individuals and the necessary tools to deliver quality and efficiency in every assigned task(s).

SAFETY:

AZTEC emphasis on a safe working environment therefore a Safety Coordinator is part of our Quality Control Plan. The Safety Coordinator is available to ensure that the team members are complying with our safety guidelines which are introduced (via a televised program) to each team member as part of the hiring procedures. The Safety Coordinator can check that the team members are "practicing safety" by multiple channels, including conducting random drive-by inspections, checking daily work reports and conducting tailgate safety meetings.

ADMINISTRATION:

Aztec Landscaping administrative activities shall ensure that all employees comply with regulations for employment in the areas covered under the subject contract.

1. Ensuring all employees has proper identification badges and licenses or background checks.
2. Maintaining all employees' records, including W-4 forms, I-9 forms, and employee training records.
3. Checking all work schedules.
4. Submitting all monthly or annual reports if required under the subject contract.
5. Ensuring that response times comply with contract time limits.

QUALITY CONTROLLER:

The Quality Controller (QC) shall be responsible for inspecting all maintenance areas and services covered under the subject contract by means of checklists, documenting inspection results, and making recommendations for any corrective actions. Corrective actions may be designated as:

1. Rework, for unsatisfactory work.
2. To be completed, for work in progress.
3. Schedule, for work to be performed on the next operational cycle.

QC has the authority to direct any individual to perform work or rework in order to ensure compliance with the subject contract. Performance criteria, timing and inspections are defined in the following stages.

INSPECTIONS:

The Quality Controller (QC) shall make inspections on a regular basis, conforming to the workload and established schedule. AZTEC shall employ two methods of inspections, spot checks and checklists.

Patrolling inspections and maintenance areas in or around the contracted areas or sites shall be performed by walk-through inspections. A Walk-through inspection shall be performed at random during and after work areas have been serviced. Subsequent walk-through inspections shall be made during the day to identify any problems with work in progress and to assign corrective action to be performed in a timely basis per contract. AZTEC provide will generate a punch list based on inspection checklist. This punch list shall be consistent with the work of service scheduled for the maintenance area. If unsatisfactory work has been performed, QC shall note problems on the Quality Control Deficiency Record with the corrective action to be taken. After rework is completed, QC shall re-inspect the work to sure that it meets standards established in the subject contract. Records of all inspections and deficiency records shall be kept on file at AZTEC's Corporate Office located at 7980 Lemon Grove Way, Lemon Grove CA 91945.

SAFETY PLAN



It is the policy of AZTEC that accident prevention shall be considered of primary importance in all phases of operations and administration.

The prevention of accidents is an objective affecting all levels of the organization and its activities. It is therefore, a basic requirement that each supervisor make the safety of employees an integral part of his or her regular management function. It is equally the duty of each employee to accept and follow established safety regulations and procedures.

Employees are expected to assist management in accident prevention activities. Unsafe conditions must be reported and followed up with corrective action. Fellow employees that need help should be assisted.

Any injury that occurs on the job, even a slight cut or strain, must be reported to management as soon as possible. In no circumstance, except an emergency, should an employee leave shift without reporting an injury that occurred.

AZTEC has a drug and alcohol-free work environment. We have a ZERO TOLERANCE for drug and alcohol use. We drug test all new hires. We also drug test after any incident or accident. Management is trained to recognize the signs of behavior, appearance and conduct of someone who indicatively is under the influence of a controlled substance so as they can refer the employee to be drug tested under the "reasonable suspicion" reason. Anyone testing positive for drugs or alcohol while on the job is terminated. Any new hire who tests positive for drugs or alcohol will be immediately disqualified.

AZTEC complies with OSHA Hazard Communication Standard, Title 20 Code of Federal Regulations 1910-1200, by compiling a hazardous chemicals list, by using Material Safety Data Sheets, by ensuring that containers are labeled, and by providing training. This program applies to all work operations at AZTEC.

Everyone who works with or is potentially exposed to hazardous chemicals will receive initial training on the Hazard Communication Standard and the safe use of those hazardous chemicals by the Safety Coordinator. Whenever a new hazard is introduced, additional training will be provided. Regular safety meetings will also be used to review the information presented in the initial training. Supervisory personnel will be extensively trained regarding hazard and appropriate protective measures so that they will be available to answer questions from employees and provide daily monitoring of safe work practices.

AZTEC believes it is our obligation to provide a hazard free environment to our employees. Any employee encountering hazardous conditions must be protected against the potential hazards. AZTEC takes all necessary steps to minimize injury resulting from various occupational hazards by providing them with Personal Protective Equipment. This includes: safety goggles and/or face shields, ear plugs, gloves, hard hats (if applicable), safety vests, and company uniform. Employees are required to wear proper foot protection and long pants at all times

during working hours. The purpose of protective clothing and equipment is to shield or isolate individuals from chemical, physical, biological, or other hazards that may be present in the workplace.

At AZTEC our employees are our main asset. The safety rules that we have established are central to our goal of protecting the safety of our staff and developing a safety culture throughout our organization. Our primary safety rules include:

- Employees are required to wear PPE at all times during working hours
- Anyone testing positive for drugs or alcohol while on the job is terminated
- Handheld cell phone use is strictly prohibited. This includes texting.

All accident, no matter how small, are to be reported to Safety Coordinator. Documentation is required.

Employees are not permitted to utilize any equipment / pesticide they are not trained in

SAFETY WORK PLAN

Daily Safety Work Plan

- Provide live route coordinator with 24/7 on-call availability
- Provide documentation of services with before and after photos, daily log of areas serviced, amount of waste collected in tons, and summary of services for each shift
- Report fire hazards

Weekly Safety Work Plan

- Review previous week Safety Work Plan to confirm compliance was met
- Review new week Safety Work Plan to for compliance
- Clean and Inspect all site equipment / replace if damaged
- Clean and Inspect all equipment storage containers
- Clean and Inspect all staff Personal Protective Equipment

Monthly Safety Work Plan

- Attend Corporate safety meetings and training
- Review previous and future week Safety Work Plan with General Staff
- Inspect all site equipment
- Inspect all equipment storage containers
- Inspect all hazard/chemical storage containers

CURRENT AND PAST PERFORMANCE



Aztec Landscaping, Inc. has accumulated an extensive list of several prominent satisfied customers, which include some of the following:

CLIENTS	TERMS	WORK PERFORMED
San Diego County Regional Airport \$2,887,789.00 per year	18 years	Landscape/Tree Maintenance Landscape Enhancements
San Diego Unified Port District \$300,000.00 per year	17 years	Landscape/Tree Maintenance Landscape Enhancements
City of San Diego Over 9 million per year	32 years	Landscape/Tree Maintenance, Brush, Vegetation clearance, park medians, slopes, open spaces, sports fields, sports turf renovations, baseball field preparation, maintenance assessment districts, community facilities, city libraries, city pump stations.
San Diego Housing Commission \$400,000.00 per year	16 years	Landscape maintenance, tree/shrub maintenance, site cleaning
Department of Transportation (Caltrans) \$1,500,000.00 per year	10 years	Herbicide spraying, fertilization spraying, pre-emergent application, tree trimming
County of San Diego Airports \$100,000.00 per year	3 years	Field/Runway mowing
Alliant University \$150,000.00 per year	7 years	Landscape Maintenance/Street Sweeping
Fallbrook Dethatched Military Base \$550,000.00 per year	2 years	Landscape/Tree Maintenance Brush Clearance Tractor Mowing
Seal Beach Naval Base \$350,000.00 per year	3 years	Landscape/Tree Maintenance Brush Clearance Tractor Mowing
California State University \$300,000.00	5 years	Campus Landscape Maintenance Sports field and sports turf maintenance
City of Chula Vista \$1.45 million per year	10 years	Landscape/Tree Maintenance Landscape Enhancements
City of Del Mar \$200,000.00 per year	6 years	Landscape Maintenance, Sports field renovations, Irrigation retrofits
City of Lemon Grove \$120,000.00 per year	9 years	Landscape/Tree Maintenance
City of Vista \$900,000.00 per year	17 years	Landscape Maintenance, Irrigation upgrades, Sports field/infield maintenance
City of Poway \$200,000.00 per year	8 years	Landscape Maintenance, Irrigation retrofits, landscape enhancements, power washing
City of Imperial Beach \$90,000.00 per year	12 years	Landscape/Tree Maintenance, Right-of-Way herbicide spraying
City of Coronado \$175,000.00 per year	7 years	Landscape Maintenance, Power washing

CURRENT CAPACITY

QTY	ITEM NAME	MANUFACTURER	MODEL	YEAR
GENERAL LANDSCAPE / CONSTRUCTION SPECIALTY EQUIPMENT				
1	Street Sweeper	Tymco	K582S	2010
8	200 gal. Hot Pressure Washer	Hydro-Tech & Hotsy		2001, 2009, 2019
1	10-Wheeler Tractor Trailer	Western Star	8/9/1915	2018
1	Dump Truck	Freightliner	M6	2006
1	Freightliner Chipper Truck	Freightliner	M2	2018
8	40 Yard Container Trash Dumpster	ConFab	Swap	2017
1	24 Yard Chipper Truck with Swap Loader Frame	ConFab	Swap	2017
1	Skidsteer	Caterpillar Hi-Flow	262D	2017
SPORTS TURF / TURF CARE EQUIPMENT				
1	16' Ground Master	Toro	5900	2016
8	72" Rotary Mower	Exmark	Laser	2010
5	48" Rotary Mower	Exmark	Laser	2009
1	36" Toro Grand Stand with Bagger	Toro	Grandstand	2019
1	48" Mower with Bagger	Toro	Grandstand	2019
1	Triplex 7' Reel Mower	Toro	Reelmaster	2001
1	Turf Sweeper	SmithCo	SSD60	2010
2	Tractor- attachments, include (fertilizer spreader, renovator, aerator, de-thatcher & brush mower)	Kubota	MX5100	2009
2	Tractor	Kubota	9000 Series	2010
1	1100 lb. PTO Driver Fertilizer Spreader	Lely		2009
1	800 lb. PTO Driver Fertilizer Spreader	Lely	Tow Behind	2004
1	72" UTV 20HP 320 Spreader	Earth & Turf	Ground Drive	2020
1	Soil Spreader	Tierratopper	2 Cu. Yd. Cap	1999
	Spike & Chain drags			
1	42" Spike			
1	80" Drag			
1	42" Drag			
4	Walk Behind Aerator	Ryan		2010
2	Tow Behind Aerator	12'	Lawnaire V	2000
OPEN SPACE / FIELD MOWING / BRUSH MANAGEMENT				
1	PTO Driven Tow Behind Brush Mower	John Deere	60"	2006
1	11' Flail Mower	Befco	132"	2010
1	48" Heavy Duty Flail Mower/Alamo Renovator with Straight & Hook Knives	Alamo	SH7410301	1998
1	Agriculture Closed Cab Tractor with Alamo Broom Buzz Bar	John Deere	605 M	2014
4	Chippers	Vermeer	BC1500	2013
1	Water Buffalo	Custom	500 gal.	2019

(continued)

QTY	ITEM NAME	MANUFACTURER	MODEL	YEAR
GENERAL SERVICE VEHICLES				
106	Work Trucks	Ford	F150/F350	2000- Newer
2	Econo-line Van	Ford	Van	2020
16	Transit Van	Ford	Transit	2016
2	Dump Truck	Ford	F450	2019, 2020
3	Polaris Ranger	Polaris	4WD	2008
1	Gator	John Deere	4WD	2010
6	EZ-GO Golfcarts	EZ-GO		
1	Utility Cart	Kabota	UTV Diesel	2014
3	Taylor Dunn Electric Trucks	Taylor Dunn		2015
GENERAL SERVICE EQUIPMENT				
1	Seeder/Slicer	Ryan		
15	Remote Control Irrigation Remote	Rainmaster		
26	Edgers	McLane		
275+	Hand Blowers & Backpack Blowers	Red Max		
75	Backpack Sprayers	Red Max/Solo		
32	Chainsaws	Stihl		
218	Weed Whips	Red Max & Stihl		
330	Loppers/Small Hand Tools	Corona		
32	Trailers	Texas Trailers/Ronco		
163	Hedge Trimmer	Stihl		
	Miscellaneous Tools			
31	21" Recycle Mower	Toro		
8	36" Recycle Mower	Exmark		
3	48" Recycle Mower	Exmark		
3	72" Recycle Mower	Exmark		
1	36" Toro Grandstand with Bagger	Toro	Grandstand	2019
1	48" Mower with Bagger	Toro	Grandstand	2019
1	4000 D – 160	Toro		

INCLUSIVE PRICING IN LANDSCAPING SCOPE



EQUIPMENT



LABOR



SUPERVISORS



SAFETY



TRAINING



**REPORTING
SYSTEM**



**EQUIPMENT
MAINTENANCE**



INSURANCE

AS OUR CUSTOMERS' NEED EXPAND, SO DOES OUR SELECTION OF VALUE-ADDED SERVICES. AZTEC CAN PROVIDE:

- ✓ Landscape Maintenance
- ✓ Landscape Construction
- ✓ Lawn Services
- ✓ Retrofits
- ✓ Shrub Trimming
- ✓ Mulching
- ✓ Fertilization
- ✓ Edging
- ✓ Tree Maintenance
- ✓ Aeration
- ✓ Sod Replacement
- ✓ Planting
- ✓ Weeding and Pruning
- ✓ Power Washing
- ✓ Refuse Removal
- ✓ Custodial Services
- ✓ Sports Turf Renovations
- ✓ Tree Removal





TAB C – COST/PRICE PROPOSAL

AZTEC LANDSCAPING, INC.

EXHIBIT I: SCHEDULE OF TASK PRICING

RFP 10089857-23-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.

* Labor Price = (City's Estimated Hours) X (Labor Price Per Hour)

** Total 1 Time Price = (Labor Price) + (Materials Price)

*** Estimated Yearly Task Price = (Total 1 Time Price) X (Estimated Yearly Frequency)

Section	Category/Item No.	Task Description	City's Estimated Hours	Labor Price per Hour	Labor Price*	Materials Price	Total 1 Time Price**	Estimated Yearly Frequency	Estimated Yearly Task Price***	Yearly City's Estimated Hours
A	Category II	Street Medians-Landscaped with Trees, Shrubs and Ground Cover	115,354							
A		1. Supervisory Inspection	1.5 \$	39.00 \$	58.50 \$	- \$	58.50	52	3,042.00	78
A		2. Irrigation Inspection	4 \$	35.00 \$	140.00 \$	4.00 \$	144.00	26	3,744.00	104
A		3. Litter Removal	3 \$	34.00 \$	102.00 \$	- \$	102.00	52	5,304.00	156
A		4. Weed Removal	15 \$	34.00 \$	510.00 \$	15.00 \$	525.00	26	13,650.00	390
A		5. Pruning - Trees	35 \$	34.00 \$	1,190.00 \$	- \$	1,190.00	4	4,760.00	140
A		6. Pruning/Edging -Shrubs and Groundcover	24 \$	34.00 \$	816.00 \$	- \$	816.00	3	2,448.00	72
A		7. Fertilization - Trees, Shrubs and Groundcover	9 \$	34.00 \$	306.00 \$	377.00 \$	683.00	3	2,049.00	27
A		8. Mulching	50 \$	34.00 \$	1,700.00 \$	- \$	1,700.00	2	3,400.00	100
A							Category II Total:		\$ 38,397.00	1,067
A	Category III	Stamped Concrete Medians								
A		Approximate square feet	55,650							
A		1. Supervisory Inspection	0.5 \$	39.00 \$	19.50 \$	- \$	19.50	52	1,014.00	26
A		2. Litter Removal	3 \$	34.00 \$	102.00 \$	- \$	102.00	12	1,224.00	36
A		3. Weed Removal	6 \$	34.00 \$	204.00 \$	4.00 \$	208.00	12	2,496.00	72
A		4. Sweeping - Hardscape (Stamped Concrete)	3 \$	34.00 \$	102.00 \$	- \$	102.00	6	612.00	18
A							Category III Total:		\$ 5,346.00	152

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Section	Category/Item No.	Task Description	City's Estimated Hours	Labor Price per Hour	Labor Price*	Materials Price	Total 1 Time Price**	Estimated Yearly Frequency	Estimated Yearly Task Price***	Yearly City's Estimated Hours
A	Category V	Rights-of-Way Landscaped with Trees, Shrubs, Groundcover and Hardscape.								
A		Approximate total square feet 676,647		Approx. sq. ft. Landscape Area	312,025		Approx. sq. ft. Hardscape Area	364,622		
A	1.	Supervisory Inspection	3	39.00 \$	117.00 \$	-	117.00 \$	52	6,084.00	156
A	2.	Irrigation Inspection	10	35.00 \$	350.00 \$	6.00 \$	356.00 \$	26	9,256.00	260
A	3.	Litter Removal	20	34.00 \$	680.00 \$	-	680.00 \$	52	35,360.00	1,040
A	4.	Weed Removal	50	34.00 \$	1,700.00 \$	45.00 \$	1,745.00 \$	26	45,370.00	1,300
A	5.	Pruning - Trees	35	34.00 \$	1,190.00 \$	-	1,190.00 \$	2	2,380.00	70
A	6.	Pruning/Edging -Shrubs and Groundcover	70	34.00 \$	2,380.00 \$	-	2,380.00 \$	12	28,560.00	840
A	7.	Fertilization - Trees, Shrubs and Groundcover	30	34.00 \$	1,020.00 \$	2,691.68 \$	3,711.68 \$	3	11,135.04	90
A	8.	Sweeping - Sidewalk	7	34.00 \$	238.00 \$	-	238.00 \$	26	6,188.00	182
A	9.	Mulching	205	34.00 \$	6,970.00 \$	-	6,970.00 \$	2	13,940.00	410
A							Category V Total:		\$ 158,273.04	4,348
A	Category VI(A)	Slopes Areas Adjacent to Rights-of-Way Landscaped with Trees, Shrubs and Groundcover								
A		Approximate square feet 814,838								
A	1.	Supervisory Inspection	4	39.00 \$	156.00 \$	-	156.00 \$	52	8,112.00	208
A	2.	Irrigation Inspection	12	35.00 \$	420.00 \$	25.00 \$	445.00 \$	26	11,570.00	312
A	3.	Litter Removal	30	34.00 \$	1,020.00 \$	-	1,020.00 \$	26	26,520.00	780
A	4.	Weed Removal	55	34.00 \$	1,870.00 \$	55.00 \$	1,925.00 \$	26	50,050.00	1,430
A	5.	Pruning - Trees	80	34.00 \$	2,720.00 \$	-	2,720.00 \$	2	5,440.00	160
A	6.	Pruning/Edging -Shrubs and Groundcover	225	34.00 \$	7,650.00 \$	-	7,650.00 \$	4	30,600.00	900
A	7.	Fertilization - Trees, Shrubs and Groundcover	64	34.00 \$	2,176.00 \$	3,013.00 \$	5,189.00 \$	2	10,378.00	128
A	8.	Mulching	260	34.00 \$	8,840.00 \$	-	8,840.00 \$	2	17,680.00	520
A							Category VI(A) Total:		\$ 160,350.00	4,438

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RFP 10089857-23-L

PROPOSER NAME: AZTEC LANDSCAPING, INC.

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** Total 1 Time Price = (Labor Price) + (Materials Price)

*** Estimated Yearly Task Price = (Total 1 Time Price) X (Estimated Yearly Frequency)

Section	Category/Item No.	Task Description	City's Estimated Hours	Labor Price per Hour	Labor Price*	Materials Price	Total 1 Time Price**	Estimated Yearly Frequency	Estimated Yearly Task Price***	Yearly City's Estimated Hours
A	Category VI(B)	Irrigated Slopes Landscaped with Trees, Shrubs and Groundcover								
A		Approximate square feet 2,812,835								
A	1.	Supervisory Inspection	10	39.00	390.00	-	390.00	52	20,280.00	520
A	2.	Irrigation Inspection	50	35.00	1,750.00	50.00	1,800.00	26	46,800.00	1,300
A	3.	Litter Removal	90	34.00	3,060.00	-	3,060.00	4	12,240.00	360
A	4.	Weed Removal	315	34.00	10,710.00	50.00	10,760.00	12	129,120.00	3,780
A	5.	Pruning - Trees	320	34.00	10,880.00	-	10,880.00	1	10,880.00	320
A	6.	Pruning/Edging - Shrubs and Groundcover	495	34.00	16,830.00	-	16,830.00	4	67,320.00	1,980
A	7.	Fertilization - Trees, Shrubs and Groundcover	228	34.00	7,752.00	9,995.00	17,747.00	2	35,494.00	456
A		Total:					Category VI(B) Total:		\$ 322,134.00	8,716
A	Category X	Green-Belt Mini Parks Landscaped with Turf, Trees, Shrubs, Groundcover and Hardscape								
A		Approximate square feet 236,650								
A		Approx. sq. ft. Landscape Area 234,250								
A		Approx. sq. ft. Hardscape Area 2,400								
A	1.	Supervisory Inspection	1	39.00	39.00	-	39.00	52	2,028.00	52
A	2.	Irrigation Inspection	8	35.00	280.00	5.00	285.00	52	14,820.00	416
A	3.	Litter Removal	2	34.00	68.00	-	68.00	52	3,536.00	104
A	4.	Weed Removal	4	34.00	136.00	-	136.00	26	3,536.00	104
A	5.	Mowing	6	34.00	204.00	3.50	207.50	52	10,790.00	312
A	6.	Edging	6	34.00	204.00	-	204.00	52	10,608.00	312
A	7.	Pruning - Trees	10	34.00	340.00	-	340.00	2	680.00	20
A	8.	Pruning/Edging - Shrubs and Groundcover	22	34.00	748.00	-	748.00	6	4,488.00	132
A	9.	Fertilization - Turf	18	34.00	612.00	365.89	977.89	4	3,911.56	72
A	10.	Fertilization - Trees, Shrubs and Groundcover	1	34.00	34.00	56.29	90.29	3	270.87	3
A	11.	Aerification	28	34.00	952.00	-	952.00	3	2,856.00	84
A	12.	Sweeping - Sidewalk	1	34.00	34.00	-	34.00	52	1,768.00	52
A	13.	Mulching	11	34.00	374.00	-	374.00	2	748.00	22
A		Total:					Category X Total:		\$ 60,040.43	1,685
A	Category XI	Gutters and Curbs								
A		Approximate linear feet 100,248								
A	1.	Supervisory Inspection	0.5	39.00	19.50	-	19.50	52	1,014.00	26

EXHIBIT I: SCHEDULE OF TASK PRICING

RFP 10089857-23-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.

* Labor Price = (City's Estimated Hours) X (Labor Price Per Hour)

** Total 1 Time Price = (Labor Price) + (Materials Price)

*** Estimated Yearly Task Price = (Total 1 Time Price) X (Estimated Yearly Frequency)

Section	Category/Item No.	Task Description	City's Estimated Hours	Labor Price per Hour	Labor Price*	Materials Price	Total 1 Time Price**	Estimated Yearly Frequency	Estimated Yearly Task Price***	Yearly City's Estimated Hours
A	2.	Litter Removal	24	\$ 34.00	\$ 816.00	\$ -	\$ 816.00	26	\$ 21,216.00	624
A	3.	Weed Removal	26	\$ 34.00	\$ 884.00	\$ 20.00	\$ 904.00	4	\$ 3,616.00	104
A	4.	Sweeping - Gutters and Curbs	60	\$ 34.00	\$ 2,040.00	\$ 104.00	\$ 2,144.00	12	\$ 25,728.00	720
A		Total:					Category XI Total:		\$ 51,574.00	1,474
A	Category XII	Concrete Brow Ditches								
A		Approximate linear feet 19,113								
A	1.	Supervisory Inspection	0.5	\$ 39.00	\$ 19.50	\$ -	\$ 19.50	52	\$ 1,014.00	26
A	2.	Litter Removal	18	\$ 34.00	\$ 612.00	\$ -	\$ 612.00	6	\$ 3,672.00	108
A	3.	Weed Removal	20	\$ 34.00	\$ 680.00	\$ 6.00	\$ 686.00	6	\$ 4,116.00	120
A	4.	Inspection and Cleaning - Concrete Brow Ditch	40	\$ 34.00	\$ 1,360.00	\$ -	\$ 1,360.00	6	\$ 8,160.00	240
A		Total:					Category XII Total:		\$ 16,962.00	494
A	Category XIV(A)	Decomposed Granite Pathway								
A		Approximate linear feet 8,760								
A	1.	Supervisory Inspection	0.5	\$ 39.00	\$ 19.50	\$ -	\$ 19.50	52	\$ 1,014.00	26
A	2.	Litter Removal	0.5	\$ 34.00	\$ 17.00	\$ -	\$ 17.00	52	\$ 884.00	26
A	3.	Weed Removal	2	\$ 34.00	\$ 68.00	\$ 5.00	\$ 73.00	12	\$ 876.00	24
A	4.	Maintenance and Repair	32	\$ 34.00	\$ 1,088.00	\$ 56.25	\$ 1,144.25	4	\$ 4,577.00	128
A		Total:					Category XIV(A) Total:		\$ 7,351.00	204
A	Category XIV(B)	SDGE Easement Native Landscaping Site								
A		Approximate square feet 17,590								
A	1.	Supervisory Inspection	0.5	\$ 39.00	\$ 19.50	\$ -	\$ 19.50	12	\$ 234.00	6
A	2.	Irrigation Inspection	1	\$ 35.00	\$ 35.00	\$ -	\$ 35.00	12	\$ 420.00	12
A	3.	Litter Removal	1	\$ 34.00	\$ 34.00	\$ -	\$ 34.00	12	\$ 408.00	12
A	4.	Weed Removal	15	\$ 34.00	\$ 510.00	\$ 8.00	\$ 518.00	12	\$ 6,216.00	180
A	5.	Sweeping - Hardscape	1	\$ 34.00	\$ 34.00	\$ -	\$ 34.00	12	\$ 408.00	12
A	6.	Mulching	40	\$ 34.00	\$ 1,360.00	\$ -	\$ 1,360.00	2	\$ 2,720.00	80
A		Total:					Category XIV(B) Total:		\$ 10,406.00	302

EXHIBIT I: SCHEDULE OF TASK PRICING

RFP 10089857-23-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.

* Labor Price = (City's Estimated Hours) X (Labor Price Per Hour)

** Total 1 Time Price = (Labor Price) + (Materials Price)

*** Estimated Yearly Task Price = (Total 1 Time Price) X (Estimated Yearly Frequency)

Section	Category/Item No.	Task Description	City's Estimated Hours	Labor Price per Hour	Labor Price*	Materials Price	Total 1 Time Price**	Estimated Yearly Frequency	Estimated Yearly Task Price***	Yearly City's Estimated Hours
B	1.	Extraordinary Labor: The cost of the two thousand (2,000) hours of Extraordinary Labor will be added to the bid price to determine the overall low Contractor.	2,000	\$ 32.00	\$ 64,000.00	N/A	N/A	N/A	\$ 64,000.00	
				Section A, Estimated Yearly Task Price, Total:						
				Section B, Estimated Yearly Extraordinary Labor Price, Total:						
				Section A and Section B, Estimated Yearly Total:						
				Section C, Surety Bond, One (1) Year Term, Total:						
				Section C, Surety Bond, One (1) Year Term, Grand Total:						
				Sections A, B, and C, Estimated Contract Value, One (1) Year Term, Grand Total:						



ATTACHMENTS

AZTEC LANDSCAPING, INC.

April 8, 2020

Sent via US Mail and Email to: marcy@azteclandscaping.com

Marcy Grismer, V.P. of Operations
Aztec Landscaping, Inc. (dba Aztec Janitorial Service)
7980 Lemon Grove Way
Lemon Grove, CA, 91945

Subject: Request for Proposal (RFP) No. 10089550-20-L, Janitorial Maintenance Service at Gaslamp Square Public Restrooms

Dear Ms. Grismer,

Thank you for the submittal of a proposal from Aztec Landscaping, Inc., dba Aztec Janitorial Service (Proposer) in response to the above-referenced RFP. Pursuant to section 22.3004(a), (b) and (f) of the San Diego Municipal Code (SDMC), the City rejects the submittal of Proposer and determines that Proposer is not responsible. The determination Proposer is not responsible is based on Proposer's response in the Contractor Standards Pledge of Compliance form, signed under penalty of perjury, submitted by Proposer in response to the RFP, as follows:

1. Contractor Standards Pledge of Compliance, Section J, Wage Compliance.

Proposer (see Attachment 1), responded "No" to page 8 of 12, Section J, Wage Compliance (see Attachment 2) which states, in part, "In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state, or local prevailing, minimum, or living wage laws?"

Proposer's response is inaccurate. City's records demonstrate that Aztec Landscaping, Inc. paid \$16.42 in back wages due to failure to pay covered employees applicable Living Wage Ordinance rates (see Attachment 3, Living Wage Ordinance Compliance Review #R16-01-A Findings and Recommendations letter dated December 28, 2015). Therefore, Proposer provided an inaccurate response to this question and is thereby determined as not responsible.

Pursuant to SDMC section 22.3017(b), you may contest the City's determination that

Ms. Grismer
April 8, 2020

Proposer is not responsible, as further set forth in such section.

Thank you for your interest in doing business with the City. We encourage you to keep apprised of future procurement opportunities.

Sincerely,



Kristina Peralta
Director, Purchasing & Contracting

Attachments:

- Attachment 1 – Contract Signature Page
- Attachment 2 - Contractor Standards Pledge of Compliance, page 1 and page 8
- Attachment 3 – Letter dated December 28, 2015, Living Wage Ordinance
Compliance Review #R16-01A Findings and Recommendations

cc: Angela Errico, Program Manager, Purchasing & Contracting
Lisa Hoffmann, Sr. Procurement Contracting Officer, Purchasing & Contracting
Hilda Mendoza, Deputy City Attorney, Office of the City Attorney
Sandra Vazquez, Supervising Procurement Contracting Officer, Purchasing &
Contracting

ATTACHMENT 1

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

Aztec Landscaping, Inc.
dba Aztec Janitorial Service
Proposer

7980 Lemon Grove Way
Street Address

Lemon Grove
City

(619) 464-3303
Telephone No.

marcy@azteclandscaping.com
E-Mail

CITY OF SAN DIEGO
A Municipal Corporation

BY: _____

Print Name: _____
Director, Purchasing & Contracting
Department

Date Signed

BY: 

Signature of
Proposer's Authorized
Representative

Marisela Grismer
Print Name

V.P. of Operations
Title

March 6, 2020
Date

Approved as to form this ____ day of

_____, 20____.
MARA W. ELLIOTT, City Attorney

BY: _____
Deputy City Attorney

ATTACHMENT 2

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

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

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

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

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

A. BID/PROPOSAL/SOLICITATION TITLE:

RFP 10089550-20-L for Janitorial Maintenance Service at Gaslamp Square Public Restrooms

B. BIDDER/PROPOSER INFORMATION:

Aztec Landscaping, Inc.	Aztec Janitorial Service		
Legal Name		DBA	
7980 Lemon Grove Way	Lemon Grove	CA	91945
Street Address	City	State	Zip
Marisela Grismer, V.P. of Operations	(619) 464-3303	(619) 460-1106	
Contact Person, Title	Phone	Fax	

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

* The precise nature of the interest includes:

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

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

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?
Yes No

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

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?
Yes No

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

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?
Yes No

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

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

Yes No

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

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?
Yes No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?
Yes No

Certification # N/A

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

J. WAGE COMPLIANCE:

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

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

ATTACHMENT 3



THE CITY OF SAN DIEGO

December 28, 2015

Ms. Susana Michel, Finance Manager
Aztec Landscaping, Inc.
7980 Lemon Grove Way
Lemon Grove, CA 91945-1820

Dear Ms. Michel:

Subject: Living Wage Ordinance Compliance Review #R16-01A Findings and Recommendations

The Living Wage Program has completed a review of your firm's compliance with the Living Wage Ordinance requirements. A summary report of the findings and recommendations is attached; a LWO violation was found. A total of \$16.42 was recovered for covered employees.

Before this office can close out your review, we require your written response within 30 days acknowledging your firm's receipt of this review and intent to comply with the included recommendations (an e-mail message is sufficient).

Thank you for your cooperation during this review. If you have any questions, I'm available at (619) 236-6172 or by email at MAalano@sandiego.gov.

Sincerely,

Michele Alano
Senior Compliance Officer

Attachment: LWO Compliance Review Report #R16-01A for Aztec Landscaping, Inc.

cc: Nora Nugent, Living Wage Manager, Purchasing & Contracting Department
Chris Moore, Procurement Specialist, Purchasing & Contracting Department
Mark Jennings, Associate Planner, Park & Recreation Department
Joe Storniolo, Grounds Maintenance Manager, Park & Recreation Department
Mike Poston, Grounds Maintenance Supervisor, Park & Recreation Department
Steve Haupt, District Manager, Park & Recreation Department
Ray Garcia, District Manager, Park & Recreation Department
Carlos Rios, Area Manager, Park & Recreation Department
Cathy Lawler, Area Manager, Park & Recreation Department
John Tully, Grounds Maintenance Manager, Park & Recreation Department
Manny Aranda, Grounds Maintenance Manager, Park & Recreation Department
Sarah Erazo, Area Manager, Park & Recreation Department



LIVING WAGE ORDINANCE COMPLIANCE REVIEW REPORT

REPORT NUMBER

#R16-01A

DATE

December 28, 2015

SUBJECT FIRM

Aztec Landscaping, Inc.
7980 Lemon Grove Way
Lemon Grove, CA 91945-1820

PREVIOUS REVIEWS

#R14-004 No violations
#R09-011 \$23,359.34 Reimbursed to City

REPORTING GROUP

Living Wage Program
Purchasing & Contracting Department, City of San Diego
Senior Compliance Officer, Michele Alano, 619-236-6172

AUTHORITY

Living Wage Ordinance San Diego Municipal Code [SDMC] §22.4235(a)

OBJECTIVE

Determine compliance with LWO requirements under San Diego Municipal Code Chapter 2, Article 2, Division 42

CONTRACT DESCRIPTION

<u>Contract #</u>	<u>Bid #</u>	<u>Contract Title</u>
4500052879	—	Landscape Maint Rolando and Wabash parks
4500054883	—	Landscape Maint of Carmel Del Mar Park
4500055772	—	Landscape Maint Parkside Neighborhood Park
4500060154	—	Landscaping Services-Coral Gate MAD
4500063396	—	Landscape Maint Ashley Falls Neigh Park
4600000257	9964-10-Q	Landscape Maint for SR-163 Interchange
4600000269	9948-10-Q	Landscape Maintenance of Stonebridge
4600000270	9943-10-Q	Landscape Maintenance of Howard Lane Parks
4600000364	9968-11-Q	Landscape Maintenance of Dusty Rhodes
4600000492	9966-11-Q	Landscape Maintenance of Spring Cyn Park
4600000522	9967-11-Q	Landscape Maint for Rancho Bernardo Park
4600000675	9984-11-Q	Landscape Maintenance Gateway Ctr E MAD
4600000918	10016536-12W	Landscape Maintenance of Four Parks
4600001017	10019947-12W	Landscape Maintenance w/in Otay Int'l Ctr MAD

LWO Compliance Review Report #R16-01A

Aztec Landscaping, Inc.

December 28, 2015

4600001449	10025899-12W	Landscape Maint for Open Space St. Medium
4600001548	10025238-13W	Landscape Maintenance of Desig Medians
4600001567	10030695-13W	Landscape Maintenance for Rancho Bernardo
4600001602	10024288-13W	Landscape Maintenance for Mira Mesa MAD
4600002168	10051852-15A	Brush Management Services

CONTRACT AMOUNT

\$5,700,000 (approximate)

CONTRACT TERM

Varies

REVIEW PERIOD

July1, 2014, through June 30, 2015

VIOLATIONS

SDMC section 22.4220(a): Failure to pay covered employees LWO rates.

BACK WAGES PAID

\$16.42

BACKGROUND

The Living Wage Program is responsible to monitor applicable service contracts for compliance with the Living Wage Ordinance [LWO]. Aztec Landscaping, Inc. [Aztec] had nineteen service contracts with LWO requirements at the initiation of the LWO Compliance Review. The subject contracts provide landscaping and brush management services for various City department throughout the City of San Diego. The contracts were reviewed to determine compliance with the Living Wage Ordinance.

REVIEW ACTIONS

During the course of this Compliance Review, records were requested to determine whether correct LWO rates were paid, applicable compensated leave time granted and notifications provided to covered employees. Copies of California Employment Development Department Quarterly Contribution Return and Report of Wages (Continuation), form DE9C, were also requested. Interviews were conducted with one City Contract Administrator, two Aztec employees, and Aztec's Finance Manager, Comptroller and HR Assistant.

LWO Compliance Review Report #R16-01A

Aztec Landscaping, Inc.

December 28, 2015

SUMMARY

Aztec is required to meet Living Wage Ordinance requirements, including payment of specified wages and benefits. The review period for this compliance review was for one year of activity from July 1, 2014, to June 30, 2015. Aztec has the most LWO contracts of any covered contractor with the City of San Diego and it has gone through two prior LWO Compliance Reviews.

Aztec was very helpful in providing all the requested documentation and was required to pay \$16.42 to four covered employees for benefits due.

FINDINGS AND RECOMMENDATIONS

Wages & Benefits. Aztec provided copies of covered employees' pay statements, compensated leave time records, a copy of its compensated leave policy and copies of CA Employment Development Department Tax Quarterly Contribution Return and Report of Wages (Continuation), form DE9C, for the four quarters under review.

Recommendation: While the violation identified in the failure to pay the benefits earned to all employees is very small compared to the number of contracts and overall payroll, it has been recommended that Aztec Landscaping implement robust policies and procedures to ensure all employees receive the proper benefits.

Compensated Leave Time. Aztec developed a comprehensive spreadsheet to track compensated leave for all employees. This spreadsheet is updated every payday to ensure all hours accrued and paid.

Recommendation: Aztec must continue to track accrued and paid compensated leave time for all covered employees for all hours accrued and paid.

Notification. The Living Wage Ordinance requires firms to notify covered employees of their rights under the ordinance and to advise them of their LWO rights, the possible availability of health insurance coverage under the *Affordable Care Act*, and the possible availability of the *Earned Income Tax Credit* (EITC) [SDMC section 22.4225(b)].

Aztec provides all notifications to employees upon hire and every July 1, as required by the LWO and provided signed statements from covered employees that they had received all the required notifications. Employees interviewed also confirmed receipt of all notifications and were aware of all their rights under the LWO.

Recommendation: Aztec must continue to distribute to covered employees the *LWO Notice to Employees*, *Affordable Care Act*, and *Earned Income Tax Credit* at time of hire and every July 1 as required by the Ordinance.

Complete information about the LWO along with current wage rates, forms and notices can be found posted on the City's website: www.sandiego.gov/purchasing/programs/livingwage/

FIRM'S RESPONSE

A written response to this Living Wage Ordinance Compliance Review acknowledging the firm's receipt of this review and intent to comply with above recommendations is due from Aztec within 30 days from the date of this report. (Firm may respond in an email to *M Alano@sandiego.gov*.)

FUSILADE® II TURF AND ORNAMENTAL HERBICIDE

Date: 6/24/2016

Replaces: 6/9/2016

1. PRODUCT IDENTIFICATION

Product identifier on label: **FUSILADE® II TURF AND ORNAMENTAL HERBICIDE**

Product No.: A12460A

Use: Herbicide

Manufacturer: Syngenta Crop Protection, LLC
Post Office Box 18300
Greensboro NC 27419

Manufacturer Phone: 1-800-334-9481

Emergency Phone: 1-800-888-8372

2. HAZARDS IDENTIFICATION

Classifications: Skin Sensitizer: Category 1B
Carcinogenicity: Category 2
Reproductive Toxicity: Category 2
Aspiration Hazard: Category 1
Inhalation: Category 2

Signal Word (OSHA): Danger

Hazard Statements: May be fatal if swallowed and enters airways
May cause an allergic skin reaction
Fatal if inhaled
Suspected of causing cancer
Suspected of damaging fertility or the unborn child

Hazard Symbols:



Precautionary Statements: Do not breathe mist, vapors, spray.
Use only outdoors or in a well-ventilated area.
Contaminated work clothing must not be allowed out of the workplace.
In case of inadequate ventilation wear respiratory protection. See Section 8 Exposure Control/Personal Protection.
If on skin: Wash with plenty of soap and water.
If inhaled: Remove person to fresh air and keep comfortable for breathing.
Immediately call a poison center, doctor or Syngenta.
Specific treatment is urgent (see Section 4 First Aid Measures).

FUSILADE® II TURF AND ORNAMENTAL HERBICIDE

Date: 6/24/2016
Replaces: 6/9/2016

If skin irritation or rash occurs: Get medical advice.
Wash contaminated clothing before reuse.
Obtain special instructions before use.
Do not handle until all safety precautions have been read and understood.
If exposed or concerned: Get medical advice/attention.
Wear protective gloves, protective clothing, eye protection.
If swallowed: Immediately call a poison center, doctor or Syngenta.
Do NOT induce vomiting.
Store locked up.
Dispose of contents and container in accordance with local regulations.

Other Hazard Statements: None

3. COMPOSITION/INFORMATION ON INGREDIENTS

Chemical Name	Common Name	CAS Number	Concentration
Petroleum distillates, light paraffinic	Petroleum distillates, light paraffinic	64741-89-5	<40.0%
Other ingredients	Other ingredients	Trade Secret	>5.5%
Solvent Naptha (Petroleum), Heavy Aromatic	Aromatic Solvent	64742-94-5	<30.0%
Butyl(RS)-2-[4-[[5-(trifluoromethyl)-2-pyridinyl]oxy]phenoxy]propanoate	Fluazifop-P-Butyl	79241-46-6	24.5%

Ingredients not precisely identified are proprietary or non-hazardous. Values are not product specifications.

4. FIRST AID MEASURES

Have the product container, label or Safety Data Sheet with you when calling Syngenta (800-888-8372), a poison control center or doctor, or going for treatment.

Ingestion: If swallowed: Call Syngenta (800-888-8372), a poison control center or doctor immediately for treatment advice. Do not give any liquid to the person. Do not induce vomiting unless told to do so after calling 800-888-8372 or by a poison control center or doctor. Do not give anything by mouth to an unconscious person.

Eye Contact: If in eyes: Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after 5 minutes, then continue rinsing eye. Call Syngenta (800-888-8372), a poison control center or doctor for treatment advice.

Skin Contact: If on skin or clothing: Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call Syngenta (800-888-8372), a poison control center or doctor for treatment advice.

Inhalation: If inhaled: Move person to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth if possible. Call Syngenta (800-888-8372), a poison control center or doctor for further treatment advice.

Most important symptoms/effects:

Allergic skin reaction

Indication of immediate medical attention and special treatment needed:

There is no specific antidote if this product is ingested.

Treat symptomatically.

FUSILADE® II TURF AND ORNAMENTAL HERBICIDE

Date: 6/24/2016

Replaces: 6/9/2016

Persons suffering a temporary allergic reaction may respond to treatment with antihistamines or steroid creams and/or systemic steroids.

Contains petroleum distillate - vomiting may cause aspiration pneumonia.

5. FIRE FIGHTING MEASURES

Suitable (and unsuitable) extinguishing media:

Use dry chemical, foam or CO2 extinguishing media. If water is used to fight fire, dike and collect runoff.

Specific Hazards:

During a fire, irritating and possibly toxic gases may be generated by thermal decomposition or combustion.

Special protective equipment and precautions for firefighters:

Wear full protective clothing and self-contained breathing apparatus. Evacuate nonessential personnel from the area to prevent human exposure to fire, smoke, fumes or products of combustion.

6. ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment, and emergency procedures:

Follow exposure controls/personal protection outlined in Section 8.

Methods and materials for containment and cleaning up:

Control the spill at its source. Contain the spill to prevent from spreading or contaminating soil or from entering sewage and drainage systems or any body of water. Clean up spills immediately, observing precautions in Protective Equipment Section. Cover entire spill with absorbing material and place into compatible disposal container. Scrub area with hard water detergent (e.g. commercial products such as Tide, Joy, Spic and Span). Pick up wash liquid with additional absorbent and place into compatible disposal container. Once all material is cleaned up and placed in a disposal container, seal container and arrange for disposition.

7. HANDLING AND STORAGE

Precautions for safe handling:

Store the material in a well-ventilated, secure area out of reach of children and domestic animals. Do not store food, beverages or tobacco products in the storage area. Prevent eating, drinking, tobacco use, and cosmetic application in areas where there is a potential for exposure to the material. Wash thoroughly with soap and water after handling.

Conditions for safe storage, including any incompatibilities:

Store locked up.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

THE FOLLOWING RECOMMENDATIONS FOR EXPOSURE CONTROLS/PERSONAL PROTECTION ARE INTENDED FOR THE MANUFACTURE, FORMULATION AND PACKAGING OF THIS PRODUCT.

FOR COMMERCIAL APPLICATIONS AND/OR ON-FARM APPLICATIONS CONSULT THE PRODUCT LABEL.

Occupational Exposure Limits:

Chemical Name	OSHA PEL	ACGIH TLV	Other	Source
Petroleum distillates, light paraffinic	Not Established	Not Established	Not Established	Not Applicable
Other ingredients	Not Established	Not Established	Not Established	Not Applicable
Aromatic Solvent	Not Established	Not Established	50 mg/m3 (8 ppm) TWA	Manufacturer

FUSILADE® II TURF AND ORNAMENTAL HERBICIDE

Date: 6/24/2016
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Fluazifop-P-Butyl	Not Established	Not Established	0.5 mg/m ³ TWA	Syngenta
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Appropriate engineering controls:

Use effective engineering controls to comply with occupational exposure limits (if applicable).

Individual protection measures:

Ingestion:

Prevent eating, drinking, tobacco usage and cosmetic application in areas where there is a potential for exposure to the material. Wash thoroughly with soap and water after handling.

Eye Contact:

Where eye contact is likely, use chemical splash goggles.

Skin Contact:

Where contact is likely, wear chemical-resistant gloves (such as barrier laminate, nitrile rubber, neoprene rubber or Viton), coveralls, socks and chemical-resistant footwear.

Inhalation:

A combination particulate/organic vapor respirator should be used until effective engineering controls are installed to comply with occupational exposure limits, or until exposure limits are established. Use a NIOSH approved respirator with an organic vapor (OV) cartridge or canister with any R, P or HE filter.

Use a self-contained breathing apparatus in cases of emergency spills, when exposure levels are unknown, or under any circumstances where air-purifying respirators may not provide adequate protection.

9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance: Dark brown liquid, free of sediment

Odor: Aromatic

Odor Threshold: Not Available

pH: 6.2 (1% w/w dilution in deionized water)

Melting point/freezing point: Not Applicable

Initial boiling point and boiling range: Not Available

Flash Point (Test Method): > 212°F (TCC)

Flammable Limits (% in Air): Not Available

Flammability: Not Applicable

Vapor Pressure: Fluazifop-P-Butyl 4.5 x 10⁽⁻⁷⁾ mmHg @ 68°F (20°C)

Vapor Density: Not Available

Relative Density: 0.981 g/cm³

Solubility (ies): Fluazifop-P-Butyl Almost insoluble in water (1 mg/l @ pH 5 - 6.5)

Partition coefficient: n-octanol/water: Not Available

Autoignition Temperature: Not Available

Decomposition Temperature: Not Available

Viscosity: Not Available

Other: None

FUSILADE® II TURF AND ORNAMENTAL HERBICIDE

Date: 6/24/2016

Replaces: 6/9/2016

10. STABILITY AND REACTIVITY

Reactivity: Not reactive.
 Chemical stability: Stable under normal use and storage conditions.
 Possibility of hazardous reactions: Will not occur.
 Conditions to Avoid: None known.
 Incompatible materials: None known.
 Hazardous Decomposition Products: None known.

11. TOXICOLOGICAL INFORMATION

Health effects information

Likely routes of exposure: Dermal, Inhalation

Symptoms of exposure: Rash, redness or itching

Delayed, immediate and chronic effects of exposure: Developmental toxicity, Possible carcinogenicity, Allergic skin reaction

Numerical measures of toxicity (acute toxicity/irritation studies (finished product))

Ingestion:	Oral (LD50 Rat) :	> 5000 mg/kg body weight
Dermal:	Dermal (LD50 Rabbit) :	> 2000 mg/kg body weight
Inhalation:	Inhalation (LC50 Animal Not Available) :	0.54 mg/l air - 4 hours
Eye Contact:	Slightly Irritating (Rabbit)	
Skin Contact:	Moderately Irritating (Rabbit)	
Skin Sensitization:	See "Other Toxicity Information", Sec. 11	

Reproductive/Developmental Effects

Fluazifop-P-Butyl : Embryo/foetoxic effects have been reported in rats. Did not show teratogenic effects in animal experiments.

Chronic/Subchronic Toxicity Studies

Fluazifop-P-Butyl : Effects on red cells, bone marrow, liver and spleen observed in long-term high dose feeding tests in dogs. No adverse health effects are expected in humans at airborne levels below the occupational exposure limit.

Carcinogenicity

Fluazifop-P-Butyl : Did not show mutagenic effects in animal experiments. Did not show carcinogenic effects in animal experiments.

Chemical Name	NTP/IARC/OSHA Carcinogen
Petroleum distillates, light paraffinic	No
Other ingredients	No

FUSILADE® II TURF AND ORNAMENTAL HERBICIDE

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Solvent Naptha (Petroleum), Heavy Aromatic No
 Butyl(RS)-2-[4-[[5-(trifluoromethyl)-2-pyridinyl]oxy]phenoxy]propanoate No

Other Toxicity Information

Repeated and/or prolonged contact may cause skin sensitization.

Toxicity of Other Components

Aromatic Solvent

May cause irritation to the eyes, skin and respiratory system.
 May cause dizziness or drowsiness. Aspiration hazard.

Other ingredients

Not Established

Petroleum distillates, light paraffinic

May cause respiratory tract irritation. Harmful if swallowed. Pulmonary aspiration hazard.

Target Organs

Active Ingredients

Fluazifop-P-Butyl : Blood, bone marrow, liver, spleen

Inert Ingredients

Aromatic Solvent: Eye, skin, respiratory system, nervous system

Other ingredients: Not Established

Petroleum distillates, light paraffinic: Respiratory tract

12. ECOLOGICAL INFORMATION

Eco-Acute Toxicity

Fluazifop-P-Butyl :

Invertebrate (Water Flea) Daphnia Magna 48-hour EC50 6.02 ppm

Green Algae 4-day EC50 > 1.8 ppm

Bird (Mallard Duck) 14-day LD50 > 3528 mg/kg

Environmental Fate

Fluazifop-P-Butyl :

The information presented here is for the active ingredient, fluazifop-p-butyl.
 Not persistent in soil or water.

13. DISPOSAL CONSIDERATIONS

Disposal:

Do not reuse product containers. Dispose of product containers, waste containers, and residues according to local, state, and federal health and environmental regulations.

Characteristic Waste: Not Applicable

Listed Waste: Not Applicable

FUSILADE® II TURF AND ORNAMENTAL HERBICIDE

Date: 6/24/2016

Replaces: 6/9/2016

14. TRANSPORT INFORMATION

DOT Classification

Ground Transport - NAFTA

< 300 gallons: Not regulated

> 300 gallons:

Proper Shipping Name: Other Regulated Substances, Liquid, N.O.S. (RQ - Naphthalene)

Hazard Class: Class 9

Identification Number: NA 3082

Packing Group: PG III

Comments

Water Transport - International

Proper Shipping Name: Environmentally Hazardous Substance, Liquid, N.O.S. (Fluazifop), Marine Pollutant

Hazard Class: Class 9

Identification Number: UN 3082

Packing Group: PG III

Air Transport

Proper Shipping Name: Environmentally Hazardous Substance, Liquid, N.O.S. (Fluazifop)

Hazard Class: Class 9

Identification Number: UN 3082

Packing Group: PG III

15. REGULATORY INFORMATION

Pesticide Registration:

This chemical is a pesticide product registered by the Environmental Protection Agency and is subject to certain labeling requirements under federal pesticide law. These requirements differ from the classification criteria and hazard information required for safety data sheets, and for workplace labels of non-pesticide chemicals. Following is the hazard information as required on the pesticide label:

Caution: Harmful if absorbed through skin or inhaled. Causes eye irritation. Prolonged or frequently repeated skin contact may cause allergic reactions in some individuals. Avoid contact with skin, eyes or clothing. Avoid breathing vapor or spray mist.

EPA Registration Number(s):

100-1084

EPCRA SARA Title III Classification:

Section 311/312 Hazard Classes: Acute Health Hazard
Chronic Health Hazard

Section 313 Toxic Chemicals: Aromatic Solvent <30.0% (CAS No. 64742-94-5)

California Proposition 65:

This product contains a chemical(s) known to the state of California to cause cancer and birth defects or other reproductive harm.

CERCLA/SARA 304 Reportable Quantity (RQ):

Report product spills > 305 gal. (based on naphthalene [RQ = 100 lbs.] content in the formulation)

RCRA Hazardous Waste Classification (40 CFR 261):

Not Applicable

TSCA Status:

FUSILADE® II TURF AND ORNAMENTAL HERBICIDE

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Exempt from TSCA, subject to FIFRA

16. OTHER INFORMATION

NFPA Hazard Ratings

Health: 2
Flammability: 1
Instability: 0

HMIS Hazard Ratings

Health: 2
Flammability: 1
Physical Hazard: 0

0	Minimal
1	Slight
2	Moderate
3	Serious
4	Extreme
*	Chronic

Syngenta Hazard Category: D,S

For non-emergency questions about this product call:

1-800-334-9481

Original Issued Date: 11/25/1998

Revision Date: 6/24/2016

Replaces: 6/9/2016

Section(s) Revised: 2, 11, 16

The information and recommendations contained herein are based upon data believed to be correct. However, no guarantee or warranty of any kind, expressed or implied, is made with respect to the information contained herein.

Safety Data Sheet

LESCO TRACKER SI DYE BLUE

Safety Data Sheet dated: 5/23/2015 - version 2

Date of first edition: 5/13/2015

1. IDENTIFICATION

Product identifier

Mixture identification:

Trade name: LESCO TRACKER SI DYE BLUE

Other means of identification:

Trade code: A62251400

Recommended use of the chemical and restrictions on use

Recommended use: Industrial color additive

Restrictions on use: Not Available

Name, address, and telephone number of the chemical manufacturer, importer, or other responsible party

Sensient Colors LLC
2515 N. Jefferson
63106 St. Louis, MO (USA)

Phone: 1 800-325-8110

Outside US: 1-703-527-3887

CHEMTREC Administrative Office Telephone Number 1-800-262-8200

2. HAZARD(S) IDENTIFICATION

This mixture has not been tested as a whole. It contains ingredients that could present a health hazard to employees, as outlined below.

Classification of the chemical

Classification of the chemical

0 The product is not classified as dangerous according to OSHA Hazard Communication Standard (29 CFR 1910.1200).

Label elements

The product is not classified as dangerous according to OSHA Hazard Communication Standard (29 CFR 1910.1200).

Ingredient(s) with unknown acute toxicity:

None

Hazards not otherwise classified identified during the classification process:

None

NIOSH has reported the occurrence of severe lung disease in some workers who make or use flavorings. According to the December 2003 NIOSH Report, the main respiratory symptoms experienced by workers affected by fixed airways obstruction include cough (usually without phlegm) and shortness of breath on exertion. NIOSH further reports that some workers may experience fever, night sweats, and weight loss.

3. COMPOSITION/INFORMATION ON INGREDIENTS

Substances

Not Available

Mixtures

Hazardous components within the meaning of 29 CFR 1910.1200 and related classification are as follows. The identify of one or more individual components of this mixture and/or the exact percentage concentrations of disclosed components of this mixture are considered proprietary information and are being withheld as trade secret information pursuant to 29 CFR 1910.1200(i).

None

4. FIRST AID MEASURES

Description of first aid measures

In case of skin contact:

Wash with plenty of water and soap.

In case of eyes contact:

Wash immediately with water.

In case of Ingestion:

Do not induce vomiting, get medical attention showing the SDS and label hazardous.

In case of Inhalation:

Remove casualty to fresh air and keep warm and at rest.

Most important symptoms/effects, acute and delayed

Not Available

Indication of any immediate medical attention and special treatment needed

5. FIRE-FIGHTING MEASURES

Extinguishing media

Suitable extinguishing media:

- Water.
- Carbon dioxide (CO₂).

Unsuitable extinguishing media:

None in particular.

Specific hazards arising from the chemical

- Do not inhale explosion or combustion gases.
- Burning produces heavy smoke.
- Hazardous combustion products: Not Available
- Explosive properties: Not Available
- Oxidizing properties: Not Available

Special protective equipment and precautions for fire-fighters

- Use suitable breathing apparatus .
 - Collect contaminated fire extinguishing water. Do not discharge into drains.
 - Move undamaged containers from immediate hazard area but only if it can be done safely.
-

6. ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures

- Wear personal protection equipment.
- Remove persons to safety.
- See protective measures under point 7 and 8.

Methods and material for containment and cleaning up

- Suitable material for taking up: absorbing material, organic, sand
 - Wash with plenty of water.
-

7. HANDLING AND STORAGE

Precautions for safe handling

- Avoid contact with skin and eyes, inhalation of vapours and mists.
- Do not eat or drink while working.
- See also section 8 for recommended protective equipment.

Conditions for safe storage, including any incompatibilities

Storage temperature: Not Available

Incompatible materials:

None in particular.

Instructions regarding storage premises:

Adequately ventilated premises.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Control parameters

No Data Available

Appropriate engineering controls: Not Available

Individual protection measures

Eye protection:

Not needed for normal use. Anyway, operate according good working practices.

Protection for skin:

No special precaution must be adopted for normal use.

Protection for hands:

Not needed for normal use.

Respiratory protection:

Control worker exposure to below detectable levels. However, if an effective ventilation system is not in use, use a NIOSH-approved respirator for organic vapors and/or dusts. Where appropriate, use closed systems to transfer and process this material. If appropriate, isolate mixing rooms and other areas where this material is used or openly handled. Maintain these areas under negative air pressure relative to the rest of the plant. Use local exhaust as required to capture all airborne vapors and dust. If necessary, use an experienced air-sampling expert to identify and measure volatile chemicals that could be present in the workplace air to determine potential exposures and to ensure the continuing effectiveness of engineering controls and operation practices to minimize exposure. If necessary, implement pre-placement and regularly scheduled ascertainment of symptoms and spirometry testing of lung function for workers who are regularly exposed to this material.

Additional Information:

In December 2003, the National Institute for Occupational Safety and Health (NIOSH) published an Alert on preventing lung disease in workers who use or make flavorings. NIOSH Publication Number 2004-110. In August 2004, the United States Flavor and Extract Manufacturers Association (FEMA) issued a report entitled, "Respiratory Safety in the Flavoring Manufacturing Workplace". Both of these documents provide recommendations for reducing employee exposure and for medical surveillance in the workplace. The recommendations in these documents are generally applicable to the use of any chemical in the workplace and you are strongly urged to review both of these documents.

9. PHYSICAL AND CHEMICAL PROPERTIES

Information on basic physical and chemical properties

Physical State: Liquid
Appearance and colour: Liquid,
Odour: Not Available
Odour threshold: Not Available
pH: 6.00
Melting point / freezing point: Not Available
Initial boiling point and boiling range: Not Available
Flash point: Not Available
Evaporation rate: Not Available
Upper/lower flammability or explosive limits: Not Available
Vapour density: Not Available
Vapour pressure: Not Available
Relative density: Not Available
Solubility in water: Not Available
Solubility in oil: Not Available
Partition coefficient (n-octanol/water): Not Available
Auto-ignition temperature: Not Available
Decomposition temperature: Not Available
Viscosity: Not Available
Explosive properties: Not Available
Oxidizing properties: Not Available
Solid/gas flammability: Not Available

Other information

Substance Groups relevant properties Not Available
Miscibility: Not Available
Fat Solubility: Not Available
Conductivity: Not Available

10. STABILITY AND REACTIVITY

Reactivity

Stable under normal conditions

Chemical stability

Data not Available.

Possibility of hazardous reactions

None.

Conditions to avoid

Stable under normal conditions.

Incompatible materials

None in particular.

Hazardous decomposition products

None.

11. TOXICOLOGICAL INFORMATION

Information on toxicological effects

Toxicological information of the product: No Data Available

Substance(s) listed on the IARC Monographs:

None

Substance(s) listed as OSHA Carcinogen(s):

None

Substance(s) listed as NIOSH Carcinogen(s):

None

Substance(s) listed on the NTP report on Carcinogens:

None

12. ECOLOGICAL INFORMATION

Toxicity

Adopt good working practices, so that the product is not released into the environment.

Persistence and degradability

Not Available

Bioaccumulative potential

Not Available

Mobility in soil

Not Available

Other adverse effects

Not Available

13. DISPOSAL CONSIDERATIONS

Waste treatment methods

Recover if possible. In so doing, comply with the local and national regulations currently in force.

14. TRANSPORT INFORMATION

UN number

ADR-UN number: N/A
DOT-UN Number: N/A
IATA-Un number: N/A
IMDG-Un number: N/A

UN proper shipping name

ADR-Shipping Name: N/A
DOT Proper Shipping Name: N/A
IATA-Technical name: N/A
IMDG-Technical name: N/A

Transport hazard class(es)

ADR-Class: N/A
DOT Hazard Class: N/A
IATA-Class: N/A
IMDG-Class: N/A

Packing group

ADR-Packing Group: N/A
ADR exempt: N/A
IATA-Packing group: N/A
IMDG-Packing group: N/A

Environmental hazards

Marine pollutant: No
Environmental Pollutant: Not Available

Transport in bulk according to Annex II of MARPOL73/78 and the IBC Code

Not Available

Special precautions

Department of Transportation (DOT):

DOT-Special Provision(s): N/A
DOT Label(s): N/A
DOT Symbol: N/A
DOT Cargo Aircraft: N/A
DOT Passenger Aircraft: N/A
DOT/TDG Bulk: N/A
DOT Non-Bulk: N/A

Road and Rail (ADR-RID) :

ADR-Label: N/A
ADR - Hazard identification number: N/A
ADR-Transport category (Tunnel restriction code): N/A

Air (IATA) :

IATA-Passenger Aircraft: N/A

IATA-Cargo Aircraft: N/A
IATA-Label: N/A
IATA-Sub Risk: N/A
IATA-Erg: N/A
IATA-Special Provisioning: N/A

Sea (IMDG) :

IMDG-Stowage Code: N/A
IMDG-Stowage Note: N/A
IMDG-Sub Risk: N/A
IMDG-Special Provisioning: N/A
IMDG-Page: N/A
IMDG-Label: N/A
IMDG-EMS: N/A
IMDG-MFAG: N/A

15. REGULATORY INFORMATION

USA - Federal regulations

TSCA - Toxic Substances Control Act

TSCA inventory:

All the components are listed on the TSCA inventory

Section 313 - Toxic chemical list:

no substances listed

USA - State specific regulations

California Proposition 65

Substance(s) listed under California Proposition 65:

no substances listed

16. OTHER INFORMATION

Safety Data Sheet dated: 5/23/2015 - version 2

The information contained herein is based on our state of knowledge at the above-specified date. It refers solely to the product indicated and constitutes no guarantee of particular quality. The information relates only to the specific material and may not be valid for such material used in combination with any other material or in any process.

This document was prepared by a competent person who has received appropriate training.

It is the duty of the user to ensure that this information is appropriate and complete with respect to the specific use intended.

This SDS cancels and replaces any preceding release.

Legend to abbreviations and acronyms used in the safety data sheet:

ADR: European Agreement concerning the International Carriage of Dangerous Goods by Road.
RID: Regulation Concerning the International Transport of Dangerous Goods by Rail.
IMDG: International Maritime Code for Dangerous Goods.
IATA: International Air Transport Association.
IATA-DGR: Dangerous Goods Regulation by the "International Air Transport Association" (IATA).
ICAO: International Civil Aviation Organization.
ICAO-TI: Technical Instructions by the "International Civil Aviation Organization" (ICAO).
GHS: Globally Harmonized System of Classification and Labeling of Chemicals.
CLP: Classification, Labeling, Packaging.
EINECS: European Inventory of Existing Commercial Chemical Substances.
INCI: International Nomenclature of Cosmetic Ingredients.
CAS: Chemical Abstracts Service (division of the American Chemical Society).
GefStoffVO: Ordinance on Hazardous Substances, Germany.
LC50: Lethal concentration, for 50 percent of test population.
LD50: Lethal dose, for 50 percent of test population.
DNEL: Derived No Effect Level.
PNEC: Predicted No Effect Concentration.
TLV: Threshold Limiting Value.
TWATLV: Threshold Limit Value for the Time Weighted Average 8 hour day. (ACGIH Standard).
STEL: Short Term Exposure limit.
STOT: Specific Target Organ Toxicity.
WGK: German Water Hazard Class.
KSt: Explosion coefficient.

*** Sheet model entirely changed in compliance to regulatory update.**

SAFETY DATA SHEET



MERIT® 75 WSP INSECTICIDE

Version 3.0 / USA
102000007120

1/11
Revision Date: 12/04/2018
Print Date: 12/05/2018

SECTION 1: IDENTIFICATION OF THE SUBSTANCE/MIXTURE AND OF THE COMPANY/UNDERTAKING

Product identifier

Trade name MERIT® 75 WSP INSECTICIDE

Product code (UVP) 04399455

SDS Number 102000007120

EPA Registration No. 432-1318

Relevant identified uses of the substance or mixture and uses advised against

Use Insecticide

Restrictions on use See product label for restrictions.

Information on supplier

Supplier Bayer Environmental Science
2 T.W. Alexander Drive
Research Triangle PK, NC 27709
USA

Responsible Department Email: SDSINFO.BCS-NA@bayer.com

Emergency telephone no.

Emergency Telephone Number (24hr/ 7 days) 1-800-334-7577

Product Information Telephone Number 1-800-331-2867

SECTION 2: HAZARDS IDENTIFICATION

Classification in accordance with regulation HCS 29CFR §1910.1200

Acute toxicity(Oral, Inhalation): Category 4
Combustible dust

Labelling in accordance with regulation HCS 29CFR §1910.1200



Signal word: Warning

Hazard statements

Harmful if swallowed.

Harmful if inhaled.

May form combustible dust - air mixtures.

Conduct Dust Hazard Assessment (DHA).

SAFETY DATA SHEET



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Precautionary statements

Wash thoroughly after handling.
Do not eat, drink or smoke when using this product.
Avoid breathing dust.
Use only outdoors or in a well-ventilated area.
IF SWALLOWED: Call a POISON CENTER/doctor/physician if you feel unwell.
Rinse mouth.
IF INHALED: Remove person to fresh air and keep comfortable for breathing.
Call a POISON CENTER/doctor/physician if you feel unwell.
Dispose of contents/container in accordance with local regulation.

Hazards Not Otherwise Classified (HNOC)

No physical hazards not otherwise classified.
No health hazards not otherwise classified.

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

Hazardous Component Name	CAS-No.	Concentration % by weight
Imidacloprid	138261-41-3	75.0
Sodium lignosulphonate	8061-51-6	5.0
Naphthalenesulfonic acid, bis(1-methylethyl)-, Me derivs., sodium salts	68909-82-0	3.2

SECTION 4: FIRST AID MEASURES

Description of first aid measures

General advice	When possible, have the product container or label with you when calling a poison control center or doctor or going for treatment.
Inhalation	Move to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth if possible. Call a physician or poison control center immediately.
Skin contact	Take off contaminated clothing and shoes immediately. Wash off immediately with plenty of water for at least 15 minutes. Call a physician or poison control center immediately.
Eye contact	Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a physician or poison control center immediately.
Ingestion	Call a physician or poison control center immediately. Rinse out mouth and give water in small sips to drink. DO NOT induce vomiting unless directed to do so by a physician or poison control center. Never give anything by mouth to an unconscious person. Do not leave victim unattended.

Most important symptoms and effects, both acute and delayed

Symptoms To date no symptoms are known.

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Indication of any immediate medical attention and special treatment needed

Treatment Appropriate supportive and symptomatic treatment as indicated by the patient's condition is recommended. There is no specific antidote.

SECTION 5: FIREFIGHTING MEASURES

Extinguishing media

Suitable Water, Carbon dioxide (CO₂), Foam, Dry chemical

Unsuitable High volume water jet

Advice for firefighters

Special protective equipment for firefighters Firefighters should wear NIOSH approved self-contained breathing apparatus and full protective clothing.

Further information Keep out of smoke. Fight fire from upwind position. Cool closed containers exposed to fire with water spray. Do not allow run-off from fire fighting to enter drains or water courses.

Flash point Not applicable

Auto-ignition temperature No data available

Lower explosion limit Not applicable

Upper explosion limit Not applicable

Explosivity No data available

Dust explosion class No data available

SECTION 6: ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures

Precautions Keep unauthorized people away. Isolate hazard area. Avoid contact with spilled product or contaminated surfaces.

Methods and materials for containment and cleaning up

Methods for cleaning up Avoid dust formation. Sweep up or vacuum up spillage and collect in suitable container for disposal. Clean contaminated floors and objects thoroughly, observing environmental regulations.

Additional advice Use personal protective equipment. If the product is accidentally spilled, do not allow to enter soil, waterways or waste water canal. Do not allow product to contact non-target plants.

Reference to other sections Information regarding safe handling, see section 7.
Information regarding personal protective equipment, see section 8.
Information regarding waste disposal, see section 13.

SAFETY DATA SHEET



MERIT® 75 WSP INSECTICIDE

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SECTION 7: HANDLING AND STORAGE

Precautions for safe handling

Advice on safe handling Handle and open container in a manner as to prevent spillage. Use only in area provided with appropriate exhaust ventilation.

Advice on protection against fire and explosion Keep away from heat and sources of ignition.

Hygiene measures Wash hands thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco, using the toilet or applying cosmetics.
Remove Personal Protective Equipment (PPE) immediately after handling this product. Before removing gloves clean them with soap and water. Remove soiled clothing immediately and clean thoroughly before using again. Wash thoroughly and put on clean clothing.
Contaminated work clothing should not be allowed out of the workplace. Remove contaminated clothing immediately and dispose of safely.

Conditions for safe storage, including any incompatibilities

Requirements for storage areas and containers Store in original container. Store in a place accessible by authorized persons only. Keep containers tightly closed in a dry, cool and well-ventilated place. Keep away from direct sunlight. Protect from freezing.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

Control parameters

Components	CAS-No.	Control parameters	Update	Basis
Imidacloprid	138261-41-3	0.7 mg/m ³ (TWA)		OES BCS*

*OES BCS: Internal Bayer AG, Crop Science Division "Occupational Exposure Standard"

Exposure controls

Personal protective equipment

In normal use and handling conditions please refer to the label and/or leaflet. In all other cases the following recommendations would apply.

Respiratory protection When respirators are required, select NIOSH approved equipment based on actual or potential airborne concentrations and in accordance with the appropriate regulatory standards and/or industry recommendations.

Hand protection Chemical resistant nitrile rubber gloves

Eye protection Tightly fitting safety goggles

Skin and body protection Wear long-sleeved shirt and long pants and shoes plus socks.

General protective measures Follow manufacturer's instructions for cleaning/maintaining PPE. If

SAFETY DATA SHEET



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no such instructions for washables, use detergent and warm/tepid water.
Keep and wash PPE separately from other laundry.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance	white to light beige
Physical State	powder
Odor	none
Odour Threshold	No data available
pH	7 (1 %) suspension in water
Vapor Pressure	No data available
Vapor Density (Air = 1)	No data available
Bulk density	30 lb/ft ³ (bulk density tapped)
Evaporation rate	Not applicable
Boiling Point	Not applicable
Melting / Freezing Point	Not applicable
Water solubility	dispersible
Minimum Ignition Energy	> 100 - < 300 mJ
Decomposition temperature	No data available
Partition coefficient: n-octanol/water	No data available
Viscosity	Not applicable
Flash point	Not applicable
Auto-ignition temperature	No data available
Lower explosion limit	Not applicable
Upper explosion limit	Not applicable
Explosivity	No data available
Dust explosion class	No data available

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SECTION 10: STABILITY AND REACTIVITY

Reactivity

Thermal decomposition	No data available
Chemical stability	Stable under recommended storage conditions.
Possibility of hazardous reactions	No hazardous reactions when stored and handled according to prescribed instructions.
Conditions to avoid	Extremes of temperature and direct sunlight.
Incompatible materials	No data available
Hazardous decomposition products	Hydrogen cyanide (hydrocyanic acid) Carbon monoxide Nitrogen oxides (NOx) Hydrogen chloride (HCl)

SECTION 11: TOXICOLOGICAL INFORMATION

Exposure routes	Ingestion, Eye contact, Skin contact, Skin Absorption, Inhalation
Immediate Effects	
Eye	Causes eye irritation.
Skin	Harmful if absorbed through skin.
Ingestion	Harmful if swallowed.
Inhalation	Harmful if inhaled.
Information on toxicological effects	
Acute oral toxicity	LD50 (male Rat) 2,591 mg/kg LD50 (female Rat) 1,858 mg/kg
Acute inhalation toxicity	LC50 (male Rat) 2.65 mg/l Exposure time: 4 h Determined in the form of liquid aerosol. (actual) LC50 (female Rat) 2.75 mg/l Exposure time: 4 h Determined in the form of liquid aerosol. (actual)
Acute dermal toxicity	LD50 (male/female combined Rat) > 2,000 mg/kg
Skin corrosion/irritation	slight irritation (Rabbit)
Serious eye damage/eye irritation	Minimally irritating. (Rabbit)
Respiratory or skin	Non-sensitizing. (Guinea pig)

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sensitisation

Assessment STOT Specific target organ toxicity – repeated exposure

Imidacloprid did not cause specific target organ toxicity in experimental animal studies.

Assessment mutagenicity

Imidacloprid was not mutagenic or genotoxic based on the overall weight of evidence in a battery of in vitro and in vivo tests.

Assessment carcinogenicity

Imidacloprid was not carcinogenic in lifetime feeding studies in rats and mice.

ACGIH

None.

NTP

None.

IARC

None.

OSHA

None.

Assessment toxicity to reproduction

Imidacloprid caused reproduction toxicity in a two-generation study in rats only at dose levels also toxic to the parent animals. The reproduction toxicity seen with Imidacloprid is related to parental toxicity.

Assessment developmental toxicity

Imidacloprid caused developmental toxicity only at dose levels toxic to the dams. The developmental effects seen with Imidacloprid are related to maternal toxicity.

Further information

Only acute toxicity studies have been performed on the formulated product.
The non-acute information pertains to the active ingredient(s).

SECTION 12: ECOLOGICAL INFORMATION

Toxicity to fish

LC50 (Oncorhynchus mykiss (rainbow trout)) 211 mg/l
Exposure time: 96 h
The value mentioned relates to the active ingredient imidacloprid.

Toxicity to aquatic invertebrates

EC50 (Daphnia magna (Water flea)) 85 mg/l
Exposure time: 48 h
The value mentioned relates to the active ingredient imidacloprid.

EC50 (Chironomus riparius (non-biting midge)) 0.0552 mg/l
Exposure time: 24 h
The value mentioned relates to the active ingredient imidacloprid.

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Chronic toxicity to aquatic invertebrates	EC10 (Chironomus riparius (non-biting midge)): 2,09 µg/l Exposure time: 28 d The value mentioned relates to the active ingredient imidacloprid.
Toxicity to aquatic plants	IC50 (Desmodesmus subspicatus (green algae)) > 10 mg/l Growth rate; Exposure time: 72 h The value mentioned relates to the active ingredient imidacloprid.
Biodegradability	Imidacloprid: Not rapidly biodegradable
Koc	Imidacloprid: Koc: 225
Bioaccumulation	Imidacloprid: Does not bioaccumulate.
Mobility in soil	Imidacloprid: Moderately mobile in soils
Additional ecological information	No further ecological information is available.
Environmental precautions	Do not apply directly to water, to areas where surface water is present or to intertidal areas below the mean high water mark. Do not contaminate surface or ground water by cleaning equipment or disposal of wastes, including equipment wash water. Do not allow to get into surface water, drains and ground water. Do not apply this product or allow it to drift to blooming crops or weeds if bees are visiting the treatment area.

SECTION 13: DISPOSAL CONSIDERATIONS

Waste treatment methods

Product	Pesticide, spray mixture or rinse water that cannot be used according to label instructions may be disposed of on site or at an approved waste disposal facility. Dispose in accordance with all local, state/provincial and federal regulations.
Contaminated packaging	Puncture container to avoid re-use. Dispose of empty container in a sanitary landfill or by incineration, or, if allowed by State/Provincial and local authorities, by burning. If burned, stay out of smoke. Follow advice on product label and/or leaflet.
RCRA Information	Characterization and proper disposal of this material as a special or hazardous waste is dependent upon Federal, State and local laws and are the user's responsibility. RCRA classification may apply.

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SECTION 14: TRANSPORT INFORMATION

49CFR Not dangerous goods / not hazardous material

IMDG

UN number **3077**
Class **9**
Packaging group **III**
Marine pollutant **YES**
Proper shipping name **ENVIRONMENTALLY HAZARDOUS SUBSTANCE, SOLID, N.O.S. (IMIDACLOPRID MIXTURE)**

IATA

UN number **3077**
Class **9**
Packaging group **III**
Environm. Hazardous Mark **YES**
Proper shipping name **ENVIRONMENTALLY HAZARDOUS SUBSTANCE, SOLID, N.O.S. (IMIDACLOPRID MIXTURE)**

This transportation information is not intended to convey all specific regulatory information relating to this product. It does not address regulatory variations due to package size or special transportation requirements.

Freight Classification: **INSECTICIDES OR FUNGICIDES, N.O.I., OTHER THAN POISON**

SECTION 15: REGULATORY INFORMATION

EPA Registration No. 432-1318

US Federal Regulations

TSCA list

Sodium lignosulphonate 8061-51-6
Naphthalenesulfonic acid, bis(1-methylethyl)-, Me derivs., sodium salts 68909-82-0
Sodium aluminium silicate 1344-00-9

US. Toxic Substances Control Act (TSCA) Section 12(b) Export Notification (40 CFR 707, Subpt D)

Not applicable.

SARA Title III - Section 302 - Notification and Information

None.

SARA Title III - Section 313 - Toxic Chemical Release Reporting

None.

US States Regulatory Reporting

CA Prop65

This product does not contain any substances known to the State of California to cause cancer.

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This product does not contain any substances known to the State of California to cause reproductive harm.

US State Right-To-Know Ingredients

Sodium aluminium silicate 1344-00-9 CA, MN

EPA/FIFRA Information:

This chemical is a pesticide product registered by the Environmental Protection Agency and is subject to certain labeling requirements under federal pesticide law. These requirements differ from the classification criteria and hazard information required for safety data sheets, and for workplace labels of non-pesticide chemicals. Following is the hazard information required on the pesticide label:

Signal word: Caution!

Hazard statements: Harmful if swallowed, inhaled or absorbed through the skin.
 Causes eye irritation.
 Avoid contact with skin, eyes and clothing.
 Avoid breathing dust or vapour.
 Wash thoroughly with soap and water after handling.
 Remove and wash contaminated clothing before re-use.
 Do not allow children or pets to enter the treated area until it has dried.

SECTION 16: OTHER INFORMATION

Abbreviations and acronyms

49CFR	Code of Federal Regulations, Title 49
ACGIH	US. ACGIH Threshold Limit Values
ATE	Acute toxicity estimate
CAS-Nr.	Chemical Abstracts Service number
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
EINECS	European inventory of existing commercial substances
ELINCS	European list of notified chemical substances
IARC	International Agency for Research on Cancer
IATA	International Air Transport Association
IMDG	International Maritime Dangerous Goods
N.O.S.	Not otherwise specified
NTP	US. National Toxicology Program (NTP) Report on Carcinogens
OECD	Organization for Economic Co-operation and Development
TDG	Transportation of Dangerous Goods
TWA	Time weighted average
UN	United Nations
WHO	World health organisation

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NFPA 704 (National Fire Protection Association):

Health - 1 Flammability - 1 Instability - 1 Others - none

HMIS (Hazardous Materials Identification System, based on the Third Edition Ratings Guide)

Health - 1 Flammability - 1 Physical Hazard - 1 PPE -

0 = minimal hazard, 1 = slight hazard, 2 = moderate hazard, 3 = severe hazard, 4 = extreme hazard

Reason for Revision: The following sections have been revised: Section 2: Hazards Identification. Section 3: Composition / Information on Ingredients. Reviewed and updated for general editorial purposes.

Revision Date: 12/04/2018

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SECTION 1: IDENTIFICATION OF THE SUBSTANCE/MIXTURE AND OF THE COMPANY/UNDERTAKING

Product identifier

Trade name	RANGER PRO® HERBICIDE
Product code (UVP)	86775093
SDS Number	102000037601
EPA Registration No.	524-517

Relevant identified uses of the substance or mixture and uses advised against

Identified uses	Herbicide
Restrictions on use	See product label for restrictions.
Information on supplier	
Supplier	Bayer Environmental Science A division of Bayer CropScience LP 500 Centregreen Way, Suite 400 Cary, NC 27513 USA
Responsible Department	Email: SDSINFO.BCS-NA@bayer.com
Emergency telephone no.	
Emergency Telephone Number (24hr/ 7 days)	1-800-334-7577
Product Information Telephone Number	1-800-331-2867

SECTION 2: HAZARDS IDENTIFICATION

Classification in accordance with regulation HCS 29CFR §1910.1200
Acute toxicity(Inhalation): Category 4

Labelling in accordance with regulation HCS 29CFR §1910.1200



Signal word: Warning

Hazard statements
Harmful if inhaled.

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Precautionary statements

Avoid breathing mist/ vapours/ spray.
Use only outdoors or in a well-ventilated area.
IF INHALED: Remove person to fresh air and keep comfortable for breathing.
Call a POISON CENTER/doctor/physician if you feel unwell.

Hazards Not Otherwise Classified (HNOC)

No physical hazards not otherwise classified.
No health hazards not otherwise classified.

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

Hazardous Component Name	CAS-No.	Concentration % by weight
Isopropylamine salt of glyphosate	38641-94-0	41.0
Surfactant blend (proprietary)		>=5.0 – <=10.0

The specific chemical identity and/or concentration range is being withheld because it is trade secret information.

SECTION 4: FIRST AID MEASURES

Description of first aid measures

General advice	When possible, have the product container or label with you when calling a poison control center or doctor or going for treatment.
Inhalation	Move to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth if possible. Call a physician or poison control center immediately.
Skin contact	Wash off immediately with plenty of water for at least 15 minutes. Take off contaminated clothing and shoes immediately. Call a physician or poison control center immediately.
Eye contact	Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a physician or poison control center immediately.
Ingestion	Call a physician or poison control center immediately. Rinse out mouth and give water in small sips to drink. DO NOT induce vomiting unless directed to do so by a physician or poison control center. Never give anything by mouth to an unconscious person. Do not leave victim unattended.

Most important symptoms and effects, both acute and delayed

Symptoms	To date no symptoms are known.
Indication of any immediate medical attention and special treatment needed	
Risks	This product is not a cholinesterase inhibitor.

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Treatment Treatment with atropine and oximes is not indicated. Appropriate supportive and symptomatic treatment as indicated by the patient's condition is recommended.

SECTION 5: FIREFIGHTING MEASURES

Extinguishing media

Suitable Use water spray, alcohol-resistant foam, dry chemical or carbon dioxide.

Unsuitable High volume water jet

Special hazards arising from the substance or mixture In the event of fire the following may be released:., Carbon monoxide (CO), Carbon dioxide (CO₂), Nitrogen oxides (NO_x), Oxides of phosphorus

Advice for firefighters

Special protective equipment for firefighters In the event of fire and/or explosion do not breathe fumes. Firefighters should wear NIOSH approved self-contained breathing apparatus and full protective clothing. Equipment should be thoroughly decontaminated after use.

Further information Keep out of smoke. Fight fire from upwind position. Cool closed containers exposed to fire with water spray. Do not allow run-off from fire fighting to enter drains or water courses.

Flash point does not flash

Auto-ignition temperature No data available

Lower explosion limit Not applicable

Upper explosion limit Not applicable

Explosivity Not explosive

SECTION 6: ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures

Precautions Use personal protective equipment. Keep unauthorized people away. Avoid contact with spilled product or contaminated surfaces.

Methods and materials for containment and cleaning up

Methods for cleaning up Soak up with inert absorbent material (e.g. sand, silica gel, acid binder, universal binder, sawdust). Collect and transfer the product into a properly labelled and tightly closed container. Keep in suitable, closed containers for disposal. Clean contaminated floors and objects thoroughly, observing environmental regulations.

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Additional advice	Use personal protective equipment. If the product is accidentally spilled, do not allow to enter soil, waterways or waste water canal. Do not allow product to contact non-target plants.
Reference to other sections	Information regarding safe handling, see section 7. Information regarding personal protective equipment, see section 8. Information regarding waste disposal, see section 13.

SECTION 7: HANDLING AND STORAGE

Precautions for safe handling

Advice on safe handling Avoid contact with skin, eyes and clothing. Ensure adequate ventilation.

Hygiene measures Wash hands thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco, using the toilet or applying cosmetics.
Remove Personal Protective Equipment (PPE) immediately after handling this product. Remove soiled clothing immediately and clean thoroughly before using again. Wash thoroughly and put on clean clothing. Keep working clothes separately. Garments that cannot be cleaned must be destroyed (burnt).

Conditions for safe storage, including any incompatibilities

Requirements for storage areas and containers Store in original container. Store in a cool, dry place and in such a manner as to prevent cross contamination with other crop protection products, fertilizers, food, and feed. Store in a place accessible by authorized persons only. Reacts with galvanised steel or unlined mild steel to produce hydrogen, a highly flammable gas that could explode. Protect from freezing. Partial crystallization may occur on prolonged storage below the minimum storage temperature. Freezing will affect the physical condition but will not damage the material. Thaw and mix before using.

Advice on common storage Keep away from food, drink and animal feedingstuffs.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

Control parameters

No known occupational limit values.

Exposure controls

Personal protective equipment

In normal use and handling conditions please refer to the label and/or leaflet. In all other cases the following recommendations would apply.

Respiratory protection

When respirators are required, select NIOSH approved equipment based on actual or potential airborne concentrations and in accordance with the appropriate regulatory standards and/or industry recommendations.

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Hand protection	Please observe the instructions regarding permeability and breakthrough time which are provided by the supplier of the gloves. Also take into consideration the specific local conditions under which the product is used, such as the danger of cuts, abrasion, and the contact time. Chemical-resistant gloves (barrier laminate, butyl rubber, nitrile rubber or Viton) Wash gloves when contaminated. Dispose of when contaminated inside, when perforated or when contamination on the outside cannot be removed. Wash hands frequently and always before eating, drinking, smoking or using the toilet.
Eye protection	Use tightly sealed goggles and face protection.
Skin and body protection	Wear long-sleeved shirt and long pants and shoes plus socks.
General protective measures	Follow manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables, use detergent and warm/tepid water. Keep and wash PPE separately from other laundry.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Information on basic physical and chemical properties

Form	Liquid, clear
Colour	light yellow to amber
Odour	sweet
Odour Threshold	No data available
pH	4.4 - 5.0 (8 %) (23 °C) (deionized water)
Melting point/range	No data available
Boiling Point	No data available
Flash point	does not flash
Flammability	No data available
Auto-ignition temperature	No data available
Minimum ignition energy	Not applicable
Self-accelerating decomposition temperature (SADT)	No data available
Upper explosion limit	Not applicable
Lower explosion limit	Not applicable
Vapour pressure	No significant volatility.

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Evaporation rate	No data available
Relative vapour density	No data available
Relative density	1.162 (20 °C)
Density	1.17 g/cm ³ (20 °C)
Water solubility	completely miscible
Partition coefficient: n-octanol/water	Glyphosate: log Pow: -3.2
Viscosity, dynamic	No data available
Viscosity, kinematic	No data available
Oxidizing properties	No data available
Explosivity	Not explosive
Other information	Further safety related physical-chemical data are not known.

SECTION 10: STABILITY AND REACTIVITY

Reactivity

Thermal decomposition	Stable under normal conditions.
Chemical stability	Stable under recommended storage conditions.
Possibility of hazardous reactions	Reacts with galvanised steel or unlined mild steel to produce hydrogen, a highly flammable gas that could explode.
Conditions to avoid	Extremes of temperature and direct sunlight.
Incompatible materials	Galvanised steel, Unlined mild steel
Hazardous decomposition products	No decomposition products expected under normal conditions of use.

SECTION 11: TOXICOLOGICAL INFORMATION

Exposure routes	Skin contact, Eye contact, Inhalation
Immediate Effects	
Eye	May cause eye irritation.
Skin	Not expected to produce significant adverse effects when recommended use instructions are followed.
Ingestion	Not expected to produce significant adverse effects when recommended use instructions are followed.

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Inhalation May be harmful if inhaled.

Information on toxicological effects

Acute oral toxicity LD50 (Rat) 5,108 mg/kg
Test conducted with a similar formulation.

Acute inhalation toxicity LC50 (Rat) 2.9 mg/l
Exposure time: 4 h
Determined in the form of liquid aerosol.
Test conducted with a similar formulation.

Acute dermal toxicity LD50 (Rat) > 5,000 mg/kg
Test conducted with a similar formulation.
No deaths

Skin corrosion/irritation No skin irritation (Rabbit)
Test conducted with a similar formulation.

Serious eye damage/eye irritation Slight irritant effect - does not require labelling. (Rabbit)
Test conducted with a similar formulation.

Respiratory or skin sensitisation Skin: Non-sensitizing. (Guinea pig)
OECD Test Guideline 406, Buehler test
Test conducted with a similar formulation.

Assessment STOT Specific target organ toxicity – single exposure

Glyphosate: Based on available data, the classification criteria are not met.

Assessment STOT Specific target organ toxicity – repeated exposure

Glyphosate did not cause specific target organ toxicity in experimental animal studies.

Assessment mutagenicity

Glyphosate was not mutagenic or genotoxic in a battery of in vitro and in vivo tests.

Assessment carcinogenicity

Glyphosate was not carcinogenic in lifetime feeding studies in rats and mice.
Important comment to IARC Listing: Our expert opinion is that classification as a carcinogen is not warranted.

ACGIH

None.

NTP

None.

IARC

Isopropylamine salt of glyphosate 38641-94-0 Overall evaluation: 2A

OSHA

None.

Assessment toxicity to reproduction

Glyphosate did not cause reproductive toxicity in a two-generation study in rats.

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Assessment developmental toxicity

Glyphosate did not cause developmental toxicity in rats and rabbits.

Aspiration hazard

Based on available data, the classification criteria are not met.

Further information

The toxicological data refer to a similar formulation.

SECTION 12: ECOLOGICAL INFORMATION

Toxicity to fish	LC50 (Oncorhynchus mykiss (rainbow trout)) 5.4 mg/l static test; Exposure time: 96 h Test conducted with a similar formulation.
Chronic toxicity to fish	Oncorhynchus mykiss (rainbow trout) flow-through test NOEC: >= 9.63 mg/l The value mentioned relates to the active ingredient glyphosate.
Toxicity to aquatic invertebrates	EC50 (Daphnia magna (Water flea)) 11 mg/l static test; Exposure time: 48 h Test conducted with a similar formulation.
Chronic toxicity to aquatic invertebrates	EC50 (Daphnia magna (Water flea)): 12.5 mg/l Exposure time: 21 d The value mentioned relates to the active ingredient glyphosate.
Toxicity to aquatic plants	EbC50 (Raphidocelis subcapitata (freshwater green alga)) 12.4 mg/l static test; Exposure time: 72 h Test conducted with a similar formulation. NOEC (Raphidocelis subcapitata (freshwater green alga)) 6.3 mg/l static test; Exposure time: 72 h Test conducted with a similar formulation.
Biodegradability	Glyphosate: Not rapidly biodegradable
Koc	Glyphosate: Koc: 6920
Bioaccumulation	Glyphosate: Does not bioaccumulate.
Mobility in soil	Glyphosate: Immobile in soil
Results of PBT and vPvB assessment	
PBT and vPvB assessment	Glyphosate: This substance is not considered to be persistent, bioaccumulative and toxic (PBT). This substance is not considered to be very persistent and very bioaccumulative (vPvB).
Additional ecological	No further ecological information is available.

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information

Environmental precautions Apply this product as specified on the label.
Do not apply directly to water, to areas where surface water is present or to intertidal areas below the mean high water mark.
Do not contaminate surface or ground water by cleaning equipment or disposal of wastes, including equipment wash water.
Retain and dispose of contaminated wash water.

SECTION 13: DISPOSAL CONSIDERATIONS

Waste treatment methods

Product It is best to use all of the product in accordance with label directions. If it is necessary to dispose of unused product, please follow container label instructions and applicable local guidelines.
Do not contaminate water, food, or feed by disposal.
Follow all local/regional/national/international regulations.

Contaminated packaging Follow advice on product label and/or leaflet.
Do not re-use empty containers.
Triple rinse containers.
Puncture container to avoid re-use.
Completely empty container into application equipment, then dispose of empty container in a sanitary landfill, by incineration or by other procedures approved by state/provincial and local authorities.
If burned, stay out of smoke.

RCRA Information Characterization and proper disposal of this material as a special or hazardous waste is dependent upon Federal, State and local laws and are the user's responsibility. RCRA classification may apply.

SECTION 14: TRANSPORT INFORMATION

According to national and international transport regulations this material is not classified as dangerous goods / hazardous material.

Freight Classification: COMPOUNDS, TREE OR WEED KILLING, N.O.I. other than poison, HAVING A DENSITY OF 20 LBS OR GREATER PER CUBIC FOOT

SECTION 15: REGULATORY INFORMATION

EPA Registration No. 524-517

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US Federal Regulations

TSCA list

Water 7732-18-5
Polyethylene glycol 25322-68-3

US. Toxic Substances Control Act (TSCA) Section 12(b) Export Notification (40 CFR 707, Subpt D)

No export notification needs to be made.

SARA Title III - Section 302 - Notification and Information

Not applicable.

SARA Title III - Section 313 - Toxic Chemical Release Reporting

None.

US States Regulatory Reporting

CA Prop65

This product does not contain any substances known to the State of California to cause cancer.

This product does not contain any substances known to the State of California to cause reproductive harm.

US State Right-To-Know Ingredients

Polyethylene glycol 25322-68-3 MN

Environmental

CERCLA

None.

Clean Water Section 307(a)(1)

None.

Safe Drinking Water Act Maximum Contaminant Levels

None.

EPA/FIFRA Information:

This chemical is a pesticide product registered by the Environmental Protection Agency and is subject to certain labeling requirements under federal pesticide law. These requirements differ from the classification criteria and hazard information required for safety data sheets, and for workplace labels of non-pesticide chemicals. Following is the hazard information required on the pesticide label:

Signal word: Caution!

Hazard statements: Causes eye irritation.

SECTION 16: OTHER INFORMATION

Abbreviations and acronyms

49CFR	Code of Federal Regulations, Title 49
ACGIH	US. ACGIH Threshold Limit Values
ATE	Acute toxicity estimate
CAS-Nr.	Chemical Abstracts Service number
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act

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EINECS	European inventory of existing commercial substances
ELINCS	European list of notified chemical substances
IARC	International Agency for Research on Cancer
IATA	International Air Transport Association
IMDG	International Maritime Dangerous Goods
N.O.S.	Not otherwise specified
NTP	US. National Toxicology Program (NTP) Report on Carcinogens
OECD	Organization for Economic Co-operation and Development
TDG	Transportation of Dangerous Goods
TWA	Time weighted average
UN	United Nations
WHO	World health organisation

NFPA 704 (National Fire Protection Association):

Health - 1 Flammability - 1 Instability - 1 Others - none

HMIS (Hazardous Materials Identification System, based on the Third Edition Ratings Guide)

Health - 2 Flammability - 1 Physical Hazard - 1 PPE -

0 = minimal hazard, 1 = slight hazard, 2 = moderate hazard, 3 = severe hazard, 4 = extreme hazard

Reason for Revision: New Safety Data Sheet.

Revision Date: 08/06/2020

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Issue Date 27-May-2020

Revision Date 02-Jun-2020

Version 1

1. IDENTIFICATION OF THE SUBSTANCE/PREPARATION AND OF THE COMPANY/UNDERTAKING

Product identifier.

Product Name SpeedZone® EW Broadleaf Herbicide for Turf

Other means of identification

Product Code PBI FP 658

EPA Pesticide Registration Number 2217-1053

Recommended use of the chemical and restrictions on use

Recommended Use Herbicide

Uses advised against No information available

Details of the supplier of the safety data sheet

Supplier Address

PBI-Gordon Corporation
 P.O. Box 860350
 Shawnee, KS 66286

Company Name

PBI-Gordon Corporation
 P.O. Box 860350
 Shawnee, KS 66286

Manufacturer

PBI-Gordon Corporation
 P.O. Box 860350
 Shawnee, KS 66286

Emergency telephone number

24 Hour Emergency Phone Number Chemtrec 1-800-424-9300

2. HAZARDS IDENTIFICATION

Classification

OSHA Regulatory Status

This chemical is considered hazardous by the 2012 OSHA Hazard Communication Standard (29 CFR 1910.1200)

Acute Oral Toxicity	Category 4
Serious eye damage/eye irritation	Category 2B
Skin Sensitization	Category 1
Acute Aquatic Toxicity	Category 1
Chronic Aquatic Toxicity	Category 1

Label elements

Emergency Overview

Signal word

Warning

Hazard statements

- Harmful if swallowed
- Causes eye irritation
- May cause an allergic skin reaction
- Very toxic to aquatic life with long lasting effects



Appearance Liquid

Physical state Liquid

Odor Sweet

Precautionary Statements - Prevention

Wash face, hands and any exposed skin thoroughly after handling
 Do not eat, drink or smoke when using this product
 Avoid breathing dust/fume/gas/mist/vapors/spray
 Contaminated work clothing must not be allowed out of the workplace
 Wear protective gloves

Precautionary Statements - Response

IF ON SKIN: Wash with plenty of soap and water
 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing
 If eye irritation persists: Get medical advice/attention
 If skin irritation or rash occurs: Get medical advice/attention
 Wash contaminated clothing before reuse
 IF SWALLOWED: Call a POISON CENTER or doctor if you feel unwell
 Rinse mouth

Precautionary Statements - Disposal

Dispose of contents/container to an approved waste disposal plant

Hazards not otherwise classified (HNOC)

Have the product label with you when calling a poison control center or doctor or going in for treatment. You may also contact 1-877-800-5556 for emergency medical treatment advice.

Other information

Not applicable.

3. COMPOSITION/INFORMATION ON INGREDIENTS

Substance

Not applicable.

Mixture

Chemical name	CAS-No	Weight-%
2,4-D, 2-ethylhexyl ester	1928-43-4	25.86
MCP-p Dimethylamine Salt	66423-09-4	6.84
Dimethylamine dicamba	2300-66-5	1.91
Carfentrazone-ethyl	128639-02-1	0.57
Trade Secret	Trade secret	0 - 10%

* The exact percentage (concentration) of composition has been withheld as a trade secret.

4. FIRST AID MEASURES

Description of first aid measures

General advice If symptoms persist, call a physician. Show this safety data sheet to the doctor in attendance.

Eye contact Rinse thoroughly with plenty of water for at least 15 minutes, lifting lower and upper eyelids. If symptoms persist, call a physician.

Skin contact Wash with soap and water. In the case of skin irritation or allergic reactions see a physician.

Inhalation Remove to fresh air.

Ingestion Do NOT induce vomiting. Clean mouth with water and drink afterwards plenty of water. Never give anything by mouth to an unconscious person. Call a physician.

Most important symptoms and effects, both acute and delayed

Symptoms No information available

Indication of any immediate medical attention and special treatment needed

Note to physicians May cause sensitization in susceptible persons. Treat symptomatically.

5. FIRE-FIGHTING MEASURES

Suitable Extinguishing Media Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.

Unsuitable extinguishing media No information available.

Specific hazards arising from the chemical Product is or contains a sensitizer. May cause sensitization by skin contact.

Explosion data
Sensitivity to mechanical impact None.
Sensitivity to static discharge None.

Special protective equipment for fire-fighters As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear.

6. ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures

Personal precautions Avoid contact with skin, eyes or clothing. Ensure adequate ventilation. Use personal protective equipment as required. Evacuate personnel to safe areas. Keep people away from and upwind of spill/leak.

Environmental precautions

Environmental precautions See Section 12 for additional ecological information Avoid release to the environment Collect spillage Dispose of contents/container to an approved waste disposal plant

Methods and material for containment and cleaning up

Methods for containment Prevent further leakage or spillage if safe to do so.

Methods for cleaning up Dam up. Soak up with inert absorbent material. Pick up and transfer to properly labeled containers. Clean contaminated surface thoroughly.

7. HANDLING AND STORAGE

Precautions for safe handling

Advice on safe handling Handle in accordance with good industrial hygiene and safety practice. Avoid contact with skin, eyes or clothing. Ensure adequate ventilation. Do not eat, drink or smoke when using this product. Take off contaminated clothing and wash before reuse.

Conditions for safe storage, including any incompatibilities

Storage Conditions Keep containers tightly closed in a dry, cool and well-ventilated place. Keep in properly labeled containers. Keep out of the reach of children. Keep from freezing.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Control parameters

Exposure Limits

Chemical name	ACGIH TLV	OSHA PEL	NIOSH IDLH
---------------	-----------	----------	------------

2,4-D, 2-ethylhexyl ester 1928-43-4	TWA: 10 mg/m ³ inhalable fraction S*	TWA: 10 mg/m ³	IDLH: 100 mg/m ³ , TWA: 10 mg/m ³
Carfentrazone-ethyl 128639-02-1	TWA: 1 mg/m ³ inhalable particulate matter	-	-
Trade Secret	STEL: 15 ppm TWA: 5 ppm	TWA: 10 ppm TWA: 18 mg/m ³ (vacated) TWA: 10 ppm (vacated) TWA: 18 mg/m ³	IDLH: 500 ppm TWA: 10 ppm TWA: 18 mg/m ³

Appropriate engineering controls

Engineering controls Showers
 Eyewash stations
 Ventilation systems.

Individual protection measures, such as personal protective equipment

Eye/face protection Wear safety glasses with side shields (or goggles).

Hand protection Chemical resistant gloves.

Skin and body protection Wear long-sleeved shirt, long pants, socks and shoes.

Respiratory protection If exposure limits are exceeded or irritation is experienced, NIOSH/MSHA approved respiratory protection should be worn. Positive-pressure supplied air respirators may be required for high airborne contaminant concentrations. Respiratory protection must be provided in accordance with current local regulations.

General hygiene considerations Handle in accordance with good industrial hygiene and safety practice.

9. PHYSICAL AND CHEMICAL PROPERTIES

Information on basic physical and chemical properties

Physical state Liquid
Appearance Liquid
Color White
Odor Sweet
Odor threshold No information available

<u>Property</u>	<u>Values</u>	<u>Remarks • Method</u>
pH	6-8	
Melting point/freezing point		None known
Boiling point / boiling range		None known
Flash point	> 96 °C / 205 °F	
Evaporation rate	No data available	None known
Flammability (solid, gas)	No data available	None known
Flammability Limit in Air		None known
Upper flammability limit:	No data available	
Lower flammability limit:	No data available	
Vapor pressure	No data available	None known
Vapor density	No data available	None known
Specific Gravity	1.051	
Water solubility	Emulsifiable	
Solubility in other solvents	No data available	None known
Partition coefficient	No data available	None known
Autoignition temperature	No data available	None known
Decomposition temperature	No data available	None known

Other Information

Liquid Density 8.75 pounds/gallon
Bulk density No information available

10. STABILITY AND REACTIVITY

Reactivity

No information available.

Stability

Stable under recommended storage conditions

Possibility of hazardous reactions

None under normal processing.

Conditions to avoid

Keep out of reach of children.

Incompatible materials

None known based on information supplied.

Hazardous decomposition products

None known based on information supplied.

11. TOXICOLOGICAL INFORMATION

Information on likely routes of exposure

Product Information

Inhalation Specific test data for the substance or mixture is not available.

Eye contact Causes eye irritation.

Skin contact May be harmful in contact with skin.

Ingestion Harmful if swallowed.

Component Information

Chemical name	Oral LD50	Dermal LD50	Inhalation LC50
2,4-D, 2-ethylhexyl ester 1928-43-4	= 300 mg/kg (Rat)	> 2000 mg/kg (Rabbit)	> 5.4 mg/L (Rat) 4 h
Dimethylamine dicamba 2300-66-5	= 1267 mg/kg (Rat) = 2629 mg/kg (Rat)	> 2 g/kg (Rabbit) > 2000 mg/kg (Rabbit)	-
Carfentrazone-ethyl 128639-02-1	= 5143 mg/kg (Rat)	> 4000 mg/kg (Rat)	= 5.09 mg/L (Rat) 4 h
Trade Secret	= 698 mg/kg (Rat)	= 3900 mg/kg (Rat)	= 4540 ppm (Rat) 6 h

Symptoms related to the physical, chemical and toxicological characteristics

Symptoms No information available.

Acute toxicity

Numerical measures of toxicity - Product Information

Unknown Toxicity

42 % of the mixture consists of ingredient(s) of unknown toxicity

LD50 Oral = 1750 mg/kg (female rats)

LD50 Dermal > 5000 mg/kg (rat)

LC50 Inhalation (DUST) > 2.17 mg/L (rat)

Delayed and immediate effects as well as chronic effects from short and long-term exposure

Skin corrosion/irritation Slightly irritating to the skin.
Serious eye damage/eye irritation Causes eye irritation.
Respiratory or skin sensitization May cause sensitization by skin contact.
Germ cell mutagenicity No information available.

Carcinogenicity The International Agency for Research on Cancer (IARC) lists chlorophenoxy herbicides in its Group 2B (limited evidence for Carcinogenicity in humans.) The US EPA has given the chlorophenoxy Herbicides 2,4-D, 2,4-DP, MCPP, and MCPA a Class D classification (not classifiable as to human carcinogenicity.) More current 2,4-D lifetime feeding studies in rats and mice did not show carcinogenic effects and a recent World Health Organization (WHO) review of 2,4-D toxicology has concluded that 2,4-D is not a carcinogen.

Chemical name	ACGIH	IARC	NTP	OSHA
2,4-D, 2-ethylhexyl ester 1928-43-4	-	Group 2B	-	X
MCPP-p Dimethylamine Salt 66423-09-4	-	Group 2B	-	-

Legend

IARC (International Agency for Research on Cancer)

Group 2B - Possibly Carcinogenic to Humans

OSHA (Occupational Safety and Health Administration of the US Department of Labor)

X - Present

Reproductive toxicity No information available.
STOT - single exposure No information available.
STOT - repeated exposure No information available.

12. ECOLOGICAL INFORMATION

Ecotoxicity Very toxic to aquatic life with long lasting effects.

Chemical name	Algae/aquatic plants	Fish	Toxicity to microorganisms	Crustacea
2,4-D, 2-ethylhexyl ester 1928-43-4	30: 120 h Pseudokirchneriella subcapitata mg/L EC50 30: 120 h Pseudokirchneriella subcapitata mg/L EC50 static	7.8: 96 h Oncorhynchus mykiss mg/L LC50 static 11.5: 96 h Lepomis macrochirus mg/L LC50 static 6 - 8.7: 96 h Oncorhynchus mykiss mg/L LC50 flow-through	-	-
Trade Secret	9: 96 h Pseudokirchneriella subcapitata mg/L EC50	210: 96 h Poecilia reticulata mg/L LC50 static 111 - 125: 96 h Oncorhynchus mykiss mg/L LC50 120: 96 h Oncorhynchus mykiss mg/L LC50 static 127 - 349: 96 h Poecilia reticulata mg/L LC50 semi-static 396: 96 h Brachydanio rerio mg/L LC50 static	EC50 = 26.8 mg/L 15 min	88.7: 48 h Daphnia magna Straus mg/L EC50

Persistence and degradability No information available.

Bioaccumulation No information available.

Other adverse effects No information available.

13. DISPOSAL CONSIDERATIONS

Waste treatment methods

Waste from residues/unused products Disposal should be in accordance with applicable regional, national and local laws and regulations.

Contaminated packaging Do not reuse empty containers.

14. TRANSPORT INFORMATION

Note: Products under 44 gallons not regulated by DOT. Below are designations for products over 44 gallons. See RQ

DOT

UN/ID no. UN3082
Proper shipping name ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S.
Hazard class 9
Packing group III
Reportable Quantity (RQ) 2,4-D, 2-ethylhexyl ester: RQ (lb)= 387.00=44 gallons
Special Provisions 8, 146, 173, 335, IB3, T4, TP1, TP29
Description UN3082, ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S. (2,4-D, 2-ethylhexyl ester), 9, III, Marine pollutant

TDG

UN/ID no. UN3082
Proper shipping name ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S.
Hazard class 9
Packing group III
Description UN3082, ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S. (2,4-D, 2-ethylhexyl ester), 9, III

MEX

UN/ID no. UN3082
Proper shipping name ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S.
Hazard class 9
Special Provisions 274, 331, 335
Packing group III
Description UN3082, ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S. (2,4-D, 2-ethylhexyl ester), 9, III

ICAO (air)

UN/ID no. UN3082
Proper shipping name ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S.
Hazard class 9
Packing group III
Special Provisions A97, A158, A197
Description UN3082, ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S. (2,4-D, 2-ethylhexyl ester), 9, III

IATA

Limited quantity applies with an inner packaging less than 5 L or gross package weight less than 30 kg.
UN number UN3082
UN proper shipping name ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S.
Transport hazard class(es) 9
Packing group III
Special Provisions A97, A158, A197
Description UN3082, ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S. (2,4-D,

2-ethylhexyl ester), 9, III

IMDG

Limited quantity applies with an inner packaging less than 5 L or gross package weight less than 30 kg.
UN number UN3082
UN proper shipping name ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S.
Transport hazard class(es) 9
Packing group III
EmS-No. F-A, S-F
Special Provisions 274, 335, 969
Description UN3082, ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S. (2,4-D, 2-ETHYLHEXYL ESTER), 9, III, MARINE POLLUTANT

15. REGULATORY INFORMATION

U.S. EPA Label Information

EPA Pesticide Registration Number 2217-1053

Federal Insecticide, Fungicide, Rodenticide Act Regulations

This chemical is a pesticide product registered by the Environmental Protection Agency and is subject to certain labeling requirements under federal pesticide law. These requirements differ from the classification criteria and hazard information required for safety data sheets, and for workplace labels of non-pesticide chemicals. Following is the hazard information as required on the pesticide label:

EPA Pesticide Label

Caution

Keep out of reach of children

Hazards to Humans and Domestic Animals. CAUTION: Causes moderate eye irritation. Harmful if swallowed. Avoid contact with eyes, or clothing. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco, or using the toilet. Prolonged or frequently repeated skin contact may cause allergic reactions in some individuals.

Environmental Hazards: This pesticide is toxic to fish and aquatic invertebrates and may adversely affect non-target plants. Do not apply directly to water, to areas where surface water is present, or to intertidal areas below the mean high water mark. Drift and runoff may be hazardous to aquatic organisms in water adjacent to treated areas. Do not contaminate water when disposing of equipment wash waters or rinsate. 2,4-D and Mecoprop-p have properties and characteristics associated with chemicals detected in groundwater. The use of these chemicals in areas where soils are permeable, particularly where the water table is shallow, may result in groundwater contamination. Application around a cistern or well may result in contamination of drinking water or groundwater. Fish Advisory Statement: This product may be hazardous to aquatic organisms, particularly in clear, shallow water bodies that are adjacent to treated areas. Transport to water by runoff or spray drift of this product in areas where surface water is present, or intertidal areas below the mean high water mark, should be avoided. Do not contaminate water when disposing of equipment wash water or rinsate. Non-target Organism Advisory Statement: This product is toxic to plants and may adversely impact the forage and habitat of non-target organisms, including pollinators, in areas adjacent to the treated site. Protect the forage and habitat of non-target organisms by minimizing spray drift.

International Inventories

TSCA	Not Listed
DSL/NDSL	Not Listed
EINECS/ELINCS	Not Listed
ENCS	Not Listed
IECSC	Not Listed
KECL	Not Listed
PICCS	Not Listed
AICS	Not Listed

Legend:

TSCA - United States Toxic Substances Control Act Section 8(b) Inventory
DSL/NDSL - Canadian Domestic Substances List/Non-Domestic Substances List
EINECS/ELINCS - European Inventory of Existing Chemical Substances/European List of Notified Chemical Substances
ENCS - Japan Existing and New Chemical Substances
IECSC - China Inventory of Existing Chemical Substances
KECL - Korean Existing and Evaluated Chemical Substances

PICCS - Philippines Inventory of Chemicals and Chemical Substances
AICS - Australian Inventory of Chemical Substances

US Federal Regulations

SARA 313

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product does not contain any chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372.

SARA 311/312 Hazard Categories

Should this product meet EPCRA 311/312 Tier reporting criteria at 40 CFR 370, refer to Section 2 of this SDS for appropriate classifications.

CWA (Clean Water Act)

This product contains the following substances which are regulated pollutants pursuant to the Clean Water Act (40 CFR 122.21 and 40 CFR 122.42).

Chemical name	CWA - Reportable Quantities	CWA - Toxic Pollutants	CWA - Priority Pollutants	CWA - Hazardous Substances
2,4-D, 2-ethylhexyl ester 1928-43-4	100 lb	-	-	-
Trade Secret	1000 lb	-	-	X

CERCLA

This material, as supplied, contains one or more substances regulated as a hazardous substance under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (40 CFR 302).

Chemical name	Hazardous Substances RQs	Extremely Hazardous Substances RQs
2,4-D, 2-ethylhexyl ester 1928-43-4	100 lb	-
Trade Secret	1000 lb	-

US State Regulations

U.S. State Right-to-Know Regulations

US State Regulations

Chemical name	New Jersey	Massachusetts	Pennsylvania
2,4-D, 2-ethylhexyl ester 1928-43-4	X	-	-
Trade Secret	X	-	X
Dimethylamine dicamba 2300-66-5	X	-	-
Trade Secret	X	X	X

16. OTHER INFORMATION

<u>NFPA</u>	Health hazards 2	Flammability 1	Instability 0	Physical and Chemical Properties -
<u>HMIS</u>	Health hazards 2	Flammability 1	Physical hazards 0	Personal protection X

Disclaimer

The information provided in this Material Safety Data Sheet is correct to the best of PBI Gordon Corporation's knowledge, information and belief at the date of this publication. The information given is designed only as guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any other process, unless specified in the text. PBI GORDON CORPORATION MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR COURSE OF PERFORMANCE OR USAGE OF TRADE. Given the variety of factors that can affect the use and application of this product, some of which are

uniquely within the user's knowledge and control, it is essential that the user evaluate the product to determine whether it is fit for a particular purpose and suitable for user's method of use or application. Each user is also responsible for evaluating the conditions of use and designing the appropriate protective mechanisms to prevent employee exposures, property damage, or release to the environment. PBI Gordon Corporation assumes no responsibility for injury to the recipient or third persons, or for any damage to any property resulting from misuse of the product.

End of Safety Data Sheet



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **642504**

Entity **CORP**

Business Name **AZTEC LANDSCAPING INC**

Classification(s) **B C27 C61/D49 C61/D38**



Expiration Date **04/30/2024**

www.csib.ca.gov



DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM



QAC

QUALIFIED APPLICATOR CERTIFICATE

LICENSE #: **92975**

EXPIRES: **12/31/2023**

Categories: B

Issued: **1/1/2022**

JAIME ROCHA
4171 FRANKLIN AVE
SAN DIEGO, CA 92113



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



CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION

**1001 I STREET
SACRAMENTO, CALIFORNIA 95814**

ISSUED: January 01, 2023
EXPIRES: December 31, 2024

**Pest Control Business - Main
LICENSE
LICENSE NO. 30311**

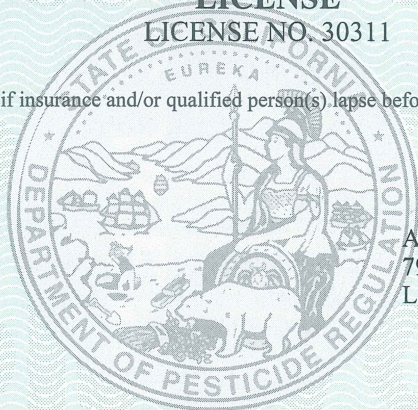
Invalid if insurance and/or qualified person(s) lapse before expiration date.

Mailing Address:

AZTEC LANDSCAPE COMPANY
7980 LEMON GROVE WY
LEMON GROVE, CA 91945

Business Location

AZTEC LANDSCAPE COMPANY
7980 LEMON GROVE WAY
LEMON GROVE, CA 92045



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



DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM



PCA

AGRICULTURAL PEST CONTROL ADVISER LICENSE

LICENSE #: 74624

EXPIRES: 12/31/2023

Categories: ABCDEFG

Issued: 1/1/2022

JAMES C THOMPSON JR

PO BOX 721764

SAN DIEGO, CA 92172



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

This License is issued to the person named to act as an agricultural Pest Control Adviser pursuant to Division 6, Chapter 6 of the Food and Agricultural Code in the categories indicated on the face of this card.

SIGNATURE

License Categories

- A. Insect, Mite, and other invertebrates
- B. Plant Pathogens
- C. Nematodes
- D. Vertebrate Pest
- E. Weeds
- F. Defoliation
- G. Plant Growth Regulators



DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM



QAL

QUALIFIED APPLICATOR LICENSE

LICENSE #: 98844

EXPIRES: 12/31/2023

Categories: ABCEFGH

Issued: 1/1/2022

JAMES C THOMPSON JR

PO BOX 721764

SAN DIEGO, CA 92172



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

This person is qualified to apply or supervise the application of pesticides pursuant to Division 6, Chapter 8 of the Food and Agricultural Code in the categories indicated on the face of this card. This License does not authorize any person to engage for hire in the business of pest control. A DPR Pest Control Business License is required, in addition to this Qualified Applicator License to engage in the business of pest control for hire.

SIGNATURE

License Categories

- A. Residential, Industrial, and Institutional
- B. Landscape Maintenance
- C. Right of Way
- D. Plant Agriculture
- E. Forest
- F. Aquatic
- G. Regulatory
- H. Seed Treatment
- I. Animal Health
- J. Demonstration and Research
- K. Health Related
- L. Wood Preservation
- M. Antifouling-Tributyltin
- N. Sewer Line Root Control
- O. Field Fumigation
- P. Microbial Pest Control



DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM



QAC

QUALIFIED APPLICATOR CERTIFICATE

LICENSE #: 83650

EXPIRES: 12/31/2023

Categories: ABCDEFGHIJ

Issued: 1/1/2022

JAMES C THOMPSON JR

PO BOX 721764

SAN DIEGO, CA 92172



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

This person is qualified to apply or supervise the application of pesticides pursuant to Division 7, Chapter 3.6 of the Food and Agricultural Code in the categories indicated on the face of this card. This Certificate does not authorize any person to engage for hire in the business of pest control. A DPR Maintenance Gardener Pest Control Business License must be acquired to engage in pest control incidental to a Maintenance Gardener Business in Category Q.

SIGNATURE

License Categories

- A. Residential, Industrial, and Institutional
- B. Landscape Maintenance
- C. Right of Way
- D. Plant Agriculture
- E. Forest
- F. Aquatic
- G. Regulatory
- H. Seed Treatment
- I. Animal Health
- J. Demonstration and Research
- K. Health Related
- L. Wood Preservation
- M. Antifouling-Tributyltin
- N. Sewer Line Root Control
- O. Field Fumigation
- P. Microbial Pest Control
- Q. Maintenance Gardener



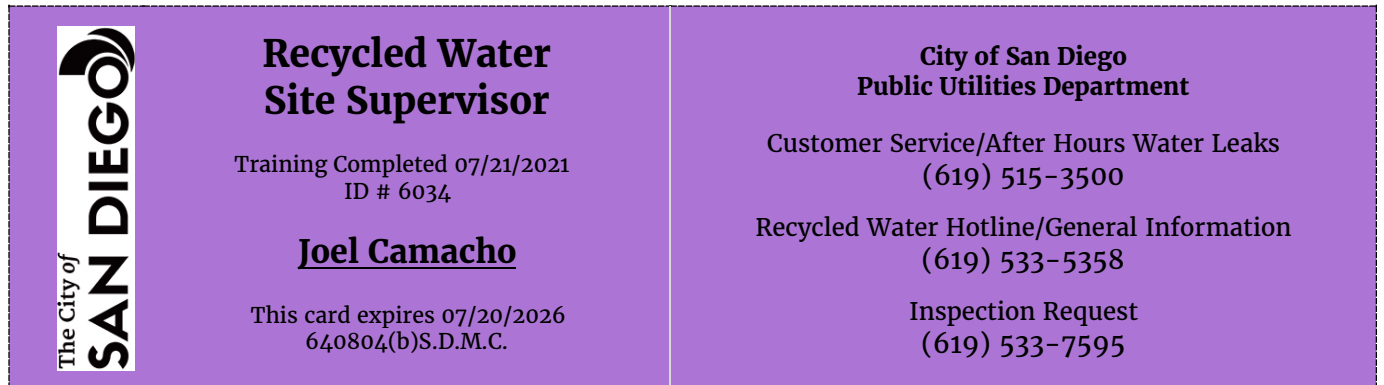
Public Utilities Department

Date: 8/4/2021

Joel Camacho

Thank you for attending the Recycled Water Site Supervisor Certification Webinar on July 21, 2021.

Below is your Recycled Water Site Supervisor card. Please cut out the card, fold it from the middle and keep it in your wallet.



Thank you,

Farzin Aram

CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPARTMENT
1200 Third Avenue, Suite 200
San Diego, CA 92101-4195
Fax: (619) 236-5904

ADDENDUM A

Request for Proposal (RFP) No. 10089857-23-L REVISED RFP Closing Date: January 20, 2023
@ 2:00 p.m. PT

RFP for Complete Landscape Maintenance for Torrey Hills Maintenance Assessment District (MAD)

The following changes are hereby made effective as though they were originally shown and/or written:

1. **The RFP closing date has been changed from January 13, 2023, to January 20, 2023 @ 2:00 p.m.**
2. Delete Request for Proposal Cover Sheet and replace with the attached Addendum A Request for Proposal Cover Sheet.
3. Delete Request for Proposal Contract Signature Page 3 and replace with the attached Addendum A Request for Proposal Contract Signature Page 3.
4. Add a two (2) page document entitled, "Questions, Comments and Answers". (Note: This is for informational purposes only and is not part of any resulting contract.)

CITY OF SAN DIEGO PURCHASING & CONTRACTING DEPARTMENT

Lisa Hoffmann

Lisa Hoffmann, CPPB
Senior Procurement Contracting Officer
(619) 236-6096

January 12, 2023

**AZTEC LANDSCAPING, INC.,
ACKNOWLEDGES ADDENDUM A**

Rafael Aguilar

1/20/2023