



**CITY OF SAN DIEGO**  
 PURCHASING & CONTRACTING DEPT.  
 1200 Third Avenue, Suite 200  
 San Diego, CA 92101-4195

Bid No. 10029689-13-W

**REQUEST FOR BID  
 ADDENDUM B**

Closing Date: February 25, 2013  
 @ 3:00 p.m. P.T.

Subject: Furnish the City of San Diego with Landscape Maintenance for the Tierrasanta Maintenance Assessment District and Open Space

Timeline: As may be required for a period of one (1) year from date of award, with four (4) one (1) year options, in accordance with the attached specifications.

Questions and Comments Due: No later than February 14, 2013 by 5:00 p.m. P.T. See Specific Provisions, Section II, Paragraph A for specific requirements.

License(s) Required: See Specific Provisions, Section II, Paragraph D for specific requirements.

1. Company: Treebeard landscape  
 Address: 9917 Lampo Rd.  
 City/State/Zip: Spring Valley, CA 91979  
 Telephone: (619) 697-8302  
 Contact: John Crago E-Mail Address: info@treebeardlandscape.com  
 The City of San Diego Business Tax License Number: B1978044007  
 Federal Tax ID Number: 95-3300669

2. The City's Standard Payment Terms are Net 30 Days.

Bidders may offer other payment terms (e.g., 2% 20 days) but they will not be considered in making the award decision. If different terms are offered, the City retains the option of making payment(s) based on these terms.

State delivery time required: \_\_\_\_\_ days after receipt of order. Discounted terms offered: 1 % 20 Days

**FOR CONSIDERATION AS A RESPONSIVE BID, THE FOLLOWING IS REQUIRED:**

- 1) Request for Bid must be submitted on official City Bid forms.
- 2) All information on this Request for Bid cover page must be completed.
- 3) For RFBs this cover page must be signed with an original signature.
- 4) Bid/Quotes must be submitted on or before the exact closing date and time. Bid/Quotes received after the exact closing date and time will NOT be considered. If hand delivering, please allow enough time for travel and parking to submit by the closing date and time.

3. Signature\* of Authorized Representative/Contractor

Signature\* [Signature]

Print Name: John Crago

1. Title: Manager

Date: 2/25/12

*\*Authorized Signature: The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the company or organization to the terms of this Agreement and any Exhibits incorporated into this Agreement. Unless otherwise agreed to in writing, the Agreement includes the City's Request for Bid No. 10029689-13-W, including any addendums issued under Bid No. 10029689-13-W, the City's General Provisions for Bids dated January 3, 2005, and the Contractor's Bid in Response to the City's Request for Bid No. 10029689-13-W.*

FOR FURTHER INFORMATION CONCERNING THIS BID, PLEASE CONTACT:

William Broderick, muw/Procurement Specialist  
 Phone: (619) 236-6653 / Fax: (619) 236-5904 / E-Mail: WBroderick@sandiego.gov



**I. PRICING PAGE**

**A. LANDSCAPE MAINTENANCE FOR TERRASANTA MAINTENANCE ASSESSMENT DISTRICT**

Category	Est Qty.	U/M	Description	Total Cost	
				Per Month	Per Year
II	343,343	SQ. FT.	Medians Landscaped with Trees, Shrubs, Groundcover (includes Hardscape and cobble)	\$ 6,506,667	\$ 78,008.00
III	29,568	SQ. FT.	Paved/Hardscaped Medians	\$ 901,333	\$ 10,816.00
V	241,800	SQ. FT.	Parkway Rights-of-Way or Adjacent Areas Landscaped with Turf, Trees, Shrubs and Groundcover including sidewalks.	\$ 5,937,833	\$ 71,254.00
VI	226,780	SF	Parkway Rights-of-Way or Adjacent Areas -- Undeveloped	\$ 1,151,583	\$ 13,819.00
VIII	49.91	ACRES	Open Space (Enhanced) includes trails, paths, pond area, misc. amenities, pocket parks and adjacent hardscape and gutters	\$ 4,864.125	\$ 58,333.50
IX	756.10	ACRES	Open Space (Native) (includes trails, paths, pond area, misc. amenities and adjacent hardscape and gutters)	\$ 1,688.333	\$ 20,260.00
X	59.81	ACRES	Parks and Joint-Use Fields (includes all adjacent hardscape and gutters)	\$ 18,323,416	\$ 219,881.00
XI	177,921	LF (Linear feet)	Gutters (in the public right of way)	\$ 860,167	\$ 16,322.00



Category	Est. Qty.	U/M	Description	Total Cost Per Month	Total Cost Per Year
XII	1000	SF	Comfort Station/Restroom (2) Tierrasanta Community Park DePortola Joint-Use Field	\$ 2,025.841	\$ 24,310.25
XIII	26,400	LF	Concrete Brow Ditches	\$ 278.75	\$ 3,345.00
XIV	.28	ACRES	Library and Fire Station Grounds Tierrasanta Branch Library (includes adjacent hardscape and gutters)	\$ 490,563	\$ 5,886.75
XV (a)	24.71	ACRES	Other (a) Park Acreage Undeveloped	\$ 28,667	\$ 344.00
XV (b)	4	EA	Other (b) Mission Trails Regional Park Trash Containers	\$ 58.50	\$ 702.00

TOTAL SECTION A: \$ 517,281.50



**B. EXTRAORDINARY LABOR**

Est Qty	U/M	Description	Cost Per Hour	Total Cost
8,500	HR	Extraordinary Labor	\$ 16.50	\$ 140,250.00

**NOTE:** The cost of the eight thousand five hundred (8,500) hours of extraordinary labor will be added to the bid price to determine the overall low Bidder.

**TOTAL SECTIONS A & B: \$ 657,531.50**





**C. SCHEDULE OF TASK COSTS**

All cells must be filled out. If no cost, enter a zero (0). Failure to complete all cells may be cause for rejection.

Category II: Medians Landscaped with Trees, Shrubs, Groundcover, (includes hardscape and cobble).  
Approximately 177,297 Sq. Ft. of Landscaped Area and 166,046 Sq. Ft. of Hardscape.

TASK DESCRIPTION	CITY'S EST HOURS	LABOR COST	MATERIALS COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
<b>CATEGORY II:</b>						
Supervisory Inspection	2	$17,000 \times 2 = 34,000$	0	34,000	52	\$ 1768.00
Irrigation Inspection	8	$17,000 \times 8 = 136,000$	15.00	151,000	52	\$ 7852.00
Litter Removal	4	$16,500 \times 4 = 66,000$	1.00	67,000	156	\$ 10,452.00
Weed Removal	24	$16,500 \times 24 = 396,000$	2.00	398,000	26	\$ 10,348.00
Pruning / Edging - Shrubs and Groundcover	128	212,000	0	212,000	4	\$ 448.00
Pruning - Trees	24	$16,500 \times 24 = 396,000$	0	396,000	2	\$ 729.00
Fertilization - Complete	16	$16,500 \times 16 = 264,000$	478.00	742,000	6	\$ 4452.00
Mulch - for approximately 55,000 sf. 364 cu yds	546	9006.00	4,368.00	13377.00	1	\$ 13377.00
Sweeping - Hardscape (includes concrete, asphalt and cobble)	24	$16,500 \times 24 = 396,000$	0	396,000	52	\$ 20,592.00

**TOTAL BID PRICE PER YEAR FOR CATEGORY III:**  
(Enter bid price on page 41.)

\$ 78,008.00

**NOTE:** To determine the yearly task cost for each category, multiply the one (1) time task cost by the yearly service frequency for that particular task, then add all task totals together.



All cells must be filled out. If no cost, enter a zero (0). Failure to complete all cells may be cause for rejection.

Category III: Medians Paved/Hardscaped. Approximately 29,568 Sq. Ft.

TASK DESCRIPTION CATEGORY III:	CITY'S EST HOURS	LABOR COST Hourly Rate X Time	MATERIALS COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
• Litter Removal	1	$16.50 \times 1 = 16.50$	.50	17.00	156	\$ 2652.00
• Weed Removal	3	$16.50 \times 3 = 49.50$	.50	50.00	26	\$ 1360.00
• Sweeping – Hardscape	8	$16.50 \times 8 = 132.00$	0	132.00	52	\$ 6864.00

**TOTAL BID PRICE PER YEAR FOR CATEGORY III:**  
(Enter bid price on pages 4)

\$ 10,816.00

**NOTE:** To determine the yearly task cost for each category, multiply the one (1) time task cost by the yearly service frequency for that particular task, then add all task totals together.



All cells must be filled out. If no cost, enter a zero (0). Failure to complete all cells may be cause for rejection.

Category IV: Parkway Rights-of-Way or Adjacent Areas Landscaped with Turf, Trees, Shrubs, Groundcover, (includes hardscape). Approx. 137,995 Sq. Ft. of Landscaped Area and 103,805 Sq. Ft. Hardscape.

TASK DESCRIPTION	CITY EST HOURS	LABOR COST	MATERIAL COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
CATEGORY IV:						
Supervisory Inspection	2	17.00 x 8 = 34.00	0	34.00	52	\$ 1,768.00
Irrigation Inspection	6	17.00 x 2 = 34.00 102.00	\$ 25.00	127.00	52	\$ 6,604.00
Litter Removal	4	16.50 x 4 = 66.00	DELETED	66.00	156	\$ 10,296.00
Weed Removal	16	16.50 x 16 = 264.00	2.00	266.00	26	\$ 6,916.00
Mowing (includes edging and weed whipping)	20	330.00	12.00	342.00	46	\$ 15,732.00
Pruning / Edging Shrubs and Groundcover	8	16.50 x 8 = 132.00	0	132.00	4	\$ 528.00
Pruning - Trees	16	16.50 x 16 = 264.00	0	264.00	2	\$ 528.00
Fertilization - Complete	16	24.00	\$ 373.00	637.00	6	\$ 3,822.00
Mulch - for approximately 34,500 sf / 213 cu yds	300	14.50 x 300 = 4950.00	\$ 3,600.00	8550.00	1	\$ 8,550.00
Renovation	36	16.50 x 36 = 594.00	46.00	640.00	1	\$ 640.00
Aerification March and October	16	16.50 x 16 = 264.00	21.00	285.00	2	\$ 570.00
Overseeding - Perennial Rye Oct	8	16.50 x 8 = 132.00	\$ 1,274.00	1406.00	1	\$ 1,406.00



TASK DESCRIPTION	CITY EST HOURS	LABOR COST	MATERIAL COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
• Refresh Brown Paint Irrigation Controller Cabinets	8	14.50 x 8 = 132.00	34.00	166.00	1	\$ 166.00
• Sweeping – Hardscape	16	14.50 x 16 = 244.00	0	244.00	52	\$ 13728.00

**TOTAL BID PRICE PER YEAR FOR CATEGORY IV:** \$ 13894.00  
 (Enter bid price on pages 4)

**NOTE:** To determine the yearly task cost for each category, multiply the one (1) time task cost by the yearly service frequency for that particular task, then add all task totals together.





All cells must be filled out. If no cost, enter a zero (0). Failure to complete all cells may be cause for rejection.

Category VI: Parkway Rights-of-Way or Adjacent Areas -- Undeveloped. Approximately 10ft in from curb. Approximately 226,780 Sq. Ft. Includes sidewalks.

TASK DESCRIPTION CATEGORY XIV(c):	EST CITY HOURS	LABOR COST Hourly Rate X Time	MATERIALS COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
• Litter Removal	1	$14.50 \times 1 = 14.50$	.50	17.00	156	\$ 2652.00
• Weed Removal	2	$16.50 \times 2 = 33.00$	.50	33.50	26	\$ 871.00
• Sweeping - Hardscape Includes entire stairs area up to Vista Grande School, at NW corner Antigua and Clairemont Mesa Blvd	12	$16.50 \times 12 = 198.00$	0	198.00	52	\$ 10,296.00

**TOTAL BID PRICE PER YEAR FOR CATEGORY XIV(c):**  
(Enter bid price on pages 4)

\$ 13,819.00

**NOTE:** To determine the yearly task cost for each category, multiply the one (1) time task cost by the yearly service frequency for that particular task, then add all task totals together.



All cells must be filled out. If no cost, enter a zero (0). Failure to complete all cells may be cause for rejection.

Category VIII: Open Space Enhanced/Developed (includes adjacent hardscape and gutters) Approximately 49.91 Acres. (1.25 Acres turf. All other acreage: shrub beds, individual trees/shrubs and other improvements)

TASK DESCRIPTION	CITY EST HOURS	LABOR COST	MATERIALS COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
<b>CATEGORY VIII:</b>						
Supervisory Inspection	2	17.00 x 2 = 34.00	0	34.00	52	\$ 1,768.00
Irrigation Inspection	4	17.00 x 4 = 68.00	\$ 30.00	98.00	52	\$ 5,096.00
Litter Removal	3	16.50 x 3 = 49.50	.50	50.00	156	\$ 7,800.00
Weed Removal	3	16.50 x 3 = 49.50	.50	50.00	26	\$ 1,300.00
Mowing (includes edging and weed whipping)	18	16.50 x 18 = 297.00	0	297.00	46	\$ 13,662.00
Pruning / Edging - Shrubs and Groundcover	8	16.50 x 8 = 132.00	0	132.00	4	\$ 528.00
Pruning - Trees	8	16.50 x 8 = 132.00	0	132.00	1	\$ 132.00
Fertilization - Complete	16	16.50 x 16 = 264.00	\$ 625.00	889.00	6	\$ 5,334.00
Fertilization - Organic Select plants only in select areas of Restoration.	8	16.50 x 8 = 132.00	\$ 400.00	532.00	1	\$ 532.00
Watering Restoration Sites/ Individual plants with hose or buckets via truck. Ongoing.	16	16.50 x 16 = 264.00	0	264.00	24	\$ 6,336.00



TASK DESCRIPTION	CITY EST HOURS	LABOR COST	MATERIALS COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
• Picking up Friends of TS Canyons debris from workdays (labor, truck + dump fees) Approx. 2 men 1/2 day.	12	16,500 x 12 = 198,000	\$ 75.00	273,000	10	\$ 2,730,000
• Mulch – for approximately 10,000 sf / 65 cu yds	175	16,500 x 175 = 2,887,500	\$ 780.00	3,667,500	1	\$ 3,667,500
• Renovation	32	16,500 x 32 = 528,000	\$ 175.00	703,000	1	\$ 703,000
• Aertification March and Oct.	12	16,500 x 12 = 198,000	171.00	215,000	2	\$ 430,000
• Overseeding – Perennial Rye October	8	16,500 x 8 = 132,000	\$ 453.00	585,000	1	\$ 585,000
• Refill Mutt Mitt Dispensers	2	16,500 x 2 = 33,000	.50	33,500	104	\$ 3,484,000
• Refresh Brown Paint on Irrigation Controller Cabinets/Benches/Gates	8	16,500 x 8 = 132,000	\$ 70.00	202,000	1	\$ 202,000
• Inspect / Maintain Ordinance Signs	2	16,500 x 2 = 33,000	2.00	35,000	12	\$ 420,000
• Drag DG Parking Lot at Mission Trails Regional Park (MTRP) Staging Area.	2	16,500 x 2 = 33,000	0	33,000	2	\$ 66,000
• Refresh Red Paint on Curb MTRP Staging Area	2	16,500 x 2 = 33,000	\$ 30.00	63,000	2	\$ 126,000
• Sweeping – Hardscape	4	16,500 x 4 = 66,000	0	66,000	52	\$ 3,432,000

**TOTAL BID PRICE PER YEAR FOR CATEGORY VIII:**  
 (Enter bid price on pages 4)

\$ 58,333.50

**NOTE:** To determine the yearly task cost for each category, multiply the one (1) time task cost by the yearly service frequency for that particular task, then add all task totals together.



All cells must be filled out. If no cost, enter a zero (0). Failure to complete all cells may be cause for rejection.

Category IX: Open Space Undeveloped/Native, (includes all trails, paths, pond area, miscellaneous amenities and adjacent hardscape). Approximately 756.10 Acres.

TASK DESCRIPTION CATEGORY IX:	CITY EST HOURS	LABOR COST Hourly Rate X Time	MATERIALS COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
• Litter Removal	110	16.50 x 110 = 1815.00	15.00	1830.00	1	\$ 1830.00
• Litter Removal at Pond and Around Perimeter of Pond	1	16.50 x 1 = 16.50	0	16.50	156	\$ 2574.00
• Litter Removal on Paths and Jogging / Hiking Trails and Maintenance Roads and slope behind Vons Shopping Center.	2	16.50 x 2 = 33.00	0	33.00	52	\$ 1716.00
• Inspect Pond and Fill to Overflowing/ shut off	.50	16.50 x .50 = 8.25	0	8.25	52	\$ 429.00
• Clear paths, trails and service/maintenance roads of encroaching vegetation and weeds	160	16.50 x 160 = 2640.00	15.00	2655.00	1	\$ 2655.00
• Refresh Brown Paint/Sage Green Paint at Entrance Gates and Wooden Upright Posts	16	16.50 x 16 = 264.00	\$ 100.00	364.00	1	\$ 364.00
• Refill Mutt Mitt Dispensers	2	16.50 x 2 = 33.00	0	33.00	104	\$ 3432.00
• Inspect / Maintain – Trail / Orphanage Signs	2	16.50 x 2 = 33.00	0	33.00	12	\$ 396.00





TASK DESCRIPTION	CITY EST HOURS	LABOR COST	MATERIALS COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
<ul style="list-style-type: none"> <li>Sweeping – Hardscape (includes gutters)</li> </ul>	8	$\frac{1}{2} \times 8 \times 8 = 132.00$	0	132.00	52	\$ 6864.00

**TOTAL BID PRICE PER YEAR FOR CATEGORY IX:**  
 (Enter bid price on pages 4)

\$ 26,260.00

**NOTE:** To determine the yearly task cost for each category, multiply the one (1) time task cost by the yearly service frequency for that particular task, then add all task totals together.



All cells must be filled out. If no cost, enter a zero (0). Failure to complete all cells may be cause for rejection.

Category X: Parks, Greenbelts / Mini Parks/ Joint-Use Fields and Serra High School Tennis Courts (includes all hardscape and gutters). Approximately 59.81 Acres. (includes 28 Acres of sports fields, 9 Acres other turf, shrub beds and other treed areas, tot lots, large parking lot, multipurpose courts, etc.)

TASK DESCRIPTION	CITY EST HOURS	LABOR COST	MATERIAL COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
<ul style="list-style-type: none"> <li>Supervisory Inspection (includes Inspection of Fields, all Landscape and all Park Amenities)</li> </ul>	6	17.00 x 6 = 102.00	0	102.00	52	\$ 5,304.00
CATEGORY X:		Hourly Rate X Time				
<ul style="list-style-type: none"> <li>Tot Lot Inspections</li> </ul>	2	17.00 x 2 = 34.00	0	34.00	260	\$ 8840.00
<ul style="list-style-type: none"> <li>Irrigation Inspection</li> </ul>	16	17.00 x 16 = 272.00	\$ 35.00	307.00	52	\$ 15964.00
<ul style="list-style-type: none"> <li>Litter Removal</li> </ul>	16	16.50 x 16 = 264.00	1.00	265.00	156	\$ 41346.00
<ul style="list-style-type: none"> <li>Weed Removal</li> </ul>	24	16.50 x 24 = 396.00	0	396.00	52	\$ 20,592.00
<ul style="list-style-type: none"> <li>Includes all landscaped and non-landscaped areas</li> </ul>						
<ul style="list-style-type: none"> <li>Mowing (includes weed whipping and edging)</li> </ul>	36	16.50 x 36 = 594.00	0.00	602.00	46	\$ 27,692.00
<ul style="list-style-type: none"> <li>Pruning - Trees</li> </ul>	15	16.50 x 15 = 247.50	0	247.50	2	\$ 495.00
<ul style="list-style-type: none"> <li>Pruning - Shrubs and Groundcover</li> </ul>	32	16.50 x 32 = 528.00	0	528.00	4	\$ 2112.00
<ul style="list-style-type: none"> <li>Mulch - for approximately 20,000 sf/ 124 cu yds.</li> </ul>	100	16.50 x 100 = 1650.00	\$ 1,488.00	3138.00	1	\$ 3138.00



TASK DESCRIPTION	CITY EST HOURS	LABOR COST	MATERIAL COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
<ul style="list-style-type: none"> <li>Fertilization - Complete</li> </ul>	24	$16,500 \times 24 = 396,000$	\$ 6,480.00	6876.00	6	\$ 41,256.00
<ul style="list-style-type: none"> <li>Renovation (October)</li> </ul>	160	$16,500 \times 160 = 2,640,000$	\$ 625.00	3265.00	1	\$ 3265.00
<ul style="list-style-type: none"> <li>Aerification - Park Turf Other (1 direction each time) (March and Oct)</li> </ul>	8	$16,500 \times 8 = 132,000$	13,000	145,000	2	\$ 290,000
<ul style="list-style-type: none"> <li>Aerification - Fields 7 large fields. Two (2) directions each time. March, June/July, Oct/Nov.</li> </ul>	16	$16,500 \times 16 = 264,000$	21,000	285,000	3	\$ 855,000
<ul style="list-style-type: none"> <li>Pelletized Gypsum Application on fields only. (Approx. 28 acres of fields. Apply 400 lbs per acre, each service frequency) March, June/July, Oct/Nov</li> </ul>	12	$16,500 \times 12 = 198,000$	\$ 3,080.00	3278.00	3	\$ 9834.00
<b>Labor and Materials</b>						
<ul style="list-style-type: none"> <li>Overseeding -- Fields Summer Closures Sports Field Blend</li> </ul>	24	$16,500 \times 24 = 396,000$	\$ 4,086.00	4482.00	1	\$ 4482.00
<ul style="list-style-type: none"> <li>Overseeding - Other Park Turf Perennial Rye October</li> </ul>	12	$16,500 \times 12 =$	\$ 1,566.00	1764.00	1	\$ 1764.00



TASK DESCRIPTION	CITY EST HOURS	LABOR COST	MATERIAL COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
<ul style="list-style-type: none"> <li>Maintain Field Surfaces to keep depressions, low areas and holes filled. Also, includes DG perimeter running tracks and large DG field at DePortola. Labor and Materials</li> </ul>	4	16,50 x 4 = 66,00	\$ 25.00	91,00	52	\$ 4,732.00
<ul style="list-style-type: none"> <li>Replenish Infield Soil and Prep Infields for Little League/Softball Labor only. Approx. 60 yds infield soil.</li> </ul>	48	16,50 x 48 = 792,00	0	792,00	1	\$ 792,00
<ul style="list-style-type: none"> <li>Sweeping Hardscape Includes Serra HS Tennis courts. and Multipurpose court. at Tierrasanta Community Park</li> </ul>	8	16,50 x 8 = 132,00	0	132,00	52	\$ 6,864,00
<ul style="list-style-type: none"> <li>Sweeping of sidewalks immediately adjacent to tot lot and removing sand from poured-in-place and off play equipment.</li> </ul>	2	16,50 x 2 = 33,00	0.50	33,50	260	\$ 8,710,00
<ul style="list-style-type: none"> <li>Empty BBQ and Hot Coal Containers of ash/charcoal at all Parks</li> </ul>	6	16,50 x 6 = 99,00	1,00	100,00	6	\$ 600,00
<ul style="list-style-type: none"> <li>Refresh paint on curbs in parking lot at Community Park</li> </ul>	12	16,50 x 12 = 198,00	\$ 45.00	243,00	1	\$ 243,00





TASK DESCRIPTION	CITY EST HOURS	LABOR COST	MATERIAL COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
<ul style="list-style-type: none"> <li>Maintain Tot Lot Materials/Areas Level and Under Fall Zones and keep free of debris</li> </ul>	3	16.50 x 3 = 49.50	.25	49.75	156	\$ 7,761.00
<ul style="list-style-type: none"> <li>Rototill Tot Lot Sand and loosen up fiber</li> </ul>	12	16.50 x 12 = 198.00	0	198.00	6	\$ 1,188.00
<ul style="list-style-type: none"> <li>Refill Mutt Mitt Dispensers</li> </ul>	1	16.50 x 1 = 16.50	.50	17.00	104	\$ 1,768.00

**TOTAL BID PRICE PER YEAR FOR CATEGORY X:** (Enter bid price on pages 4) \$219,881.00

**NOTE:** To determine the yearly task cost for each category, multiply the one (1) time task cost by the yearly service frequency for that particular task, then add all task totals together.



All cells must be filled out. If no cost, enter a zero (0). Failure to complete all cells may be cause for rejection.

Category XI: Gutters. Approximately 177,921 Linear Ft.

TASK DESCRIPTION CATEGORY XI:	CITY EST HOURS	LABOR COST Hourly Rate X Time	MATERIALS COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
• Litter Removal	2	$16.50 \times 2 = 33.00$	Ø	33.00	156	\$ 5148.00
• Weed Removal	4	$16.50 \times 4 = 66.00$	1.00	67.00	26	\$ 1742.00
• Sweeping / Debris Removal	4	$16.50 \times 4 = 66.00$	Ø	66.00	52	\$ 3432.00

**TOTAL BID PRICE PER YEAR FOR CATEGORY XI:**

(Enter bid price on pages 4)

\$ 10,322.00

**NOTE:** To determine the yearly task cost for each category, multiply the one (1) time task cost by the yearly service frequency for that particular task, then add all task totals together.



All cells must be filled out. If no cost, enter a zero (0). Failure to complete all cells may be cause for rejection.

Category XII: Comfort Station/Restroom -- Tierrasanta Community Park and De Portola Joint Use Site  
Approximately 1,000 Sq. Ft.

TASK DESCRIPTION CATEGORY XIII:	EST CITY HOURS	LABOR COST Hourly Rate X Time	MATERIALS COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
• Litter Removal	1	$16.50 \times 1 = 16.50$	.25	16.75	362	\$ 6063.50
• Cleaning and Disinfecting Fixtures	1	$16.50 \times 1 = 16.50$	.50	17.00	362	\$ 6154.00
• Hosing Down, Scrubbing and Disinfecting Walls, Ledges and Partitions. Mop and Wipe Dry.	3	$16.50 \times 3 = 49.50$	2.50	52.00	12	\$ 624.00
• Sweeping then Mopping Floors with Disinfectant	1.5	$16.50 \times 1.5 = 24.75$	.75	25.50	362	\$ 9231.00
• De-scaling / Polishing Fixtures	.5	$16.50 \times .5 = 8.25$	1.00	9.25	12	\$ 111.00
• Refilling Paper Products (Toilet Paper)	.125	$16.50 \times .125 = 2.0625$	1.25	3.3125	362	\$ 1199.125
• Refilling Soap Dispensers (Antibacterial Liquid Soap)	.125	$16.50 \times .125 = 2.0625$	.50	2.5625	362	\$ 927.625

**TOTAL BID PRICE PER YEAR FOR CATEGORY XIII:**  
(Enter bid price on pages 4)

\$ 24,310.25

**NOTE:** To determine the yearly task cost for each category, multiply the one (1) time task cost by the yearly service frequency for that particular task, then add all task totals together.



All cells must be filled out. If no cost, enter a zero (0). Failure to complete all cells may be cause for rejection.

Category XIII: Concrete Brow Ditches. Approximately 26,400 Linear Ft. Approximately 5 miles.

TASK DESCRIPTION CATEGORY XII:	CITY EST HOURS	LABOR COST Hourly Rate X Time	MATERIALS COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
• Debris Removal	200	$16,500 \times 200 = 3,300,000$	45,000	3,345,000	1	\$ 3,345,000

**TOTAL BID PRICE PER YEAR FOR CATEGORY XII:**  
(Enter bid price on pages 5)

\$ 3,345,000

**NOTE:** To determine the yearly task cost for each category, multiply the one (1) time task cost by the yearly service frequency for that particular task, then add all task totals together.





All cells must be filled out. If no cost, enter a zero (0). Failure to complete all cells may be cause for rejection.

Category XIV: Library -- **DELETED** -- Tierrasanta Branch Library (includes adjacent hardscape) Approximately .28 Acres

TASK DESCRIPTION	CITY EST. HOURS	LABOR COST	MATERIALS COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
CATEGORY VII:						
• Supervisory Inspection	.25	17.00 x .25 = 4.25	0	4.25	52	\$ 291.00
• Irrigation Inspection	.50	17.00 x .5 = 8.50	5.00	13.50	52	\$ 702.00
• Litter Removal	.50	16.50 x .5 = 8.25	.25	8.50	156	\$ 1326.00
• Weed Removal	1	16.50 x 1 = 16.50	.50	17.00	26	\$ 442.00
• Mowing (includes edging and weed whipping)	1	16.50	1.50	18.00	46	\$ 828.00
• Pruning / Edging - Shrubs and Groundcover	2	16.50 x 2 = 33.00	0	33.00	4	\$ 132.00
• Pruning - Trees	1	16.50 x 1 = 16.50	0	16.50	1	\$ 16.50
• Fertilization - Complete	1	16.50 x 1 = 16.50	18.00	34.50	6	\$ 207.00
• Renovation	2	16.50 x 2 = 33.00	30.00	63.00	1	\$ 63.00
• Aeration March and October	1	16.50	2.50	19.00	2	\$ 38.00
• Overseeding -- Perennial Rye October	.50	16.50 x .5 = 8.25	49.00	57.25	1	\$ 57.25
• Mulch -- for approx. 1,000 sf / 6 cu yds	4	16.50 x 4 = 66.00	72.00	138.00	1	\$ 138.00



TASK DESCRIPTION	CITY EST. HOURS	LABOR COST	MATERIALS COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
<ul style="list-style-type: none"> <li>Sweeping – Hardscape (includes sidewalks, gutters and parking lot adjacent)</li> </ul>	2	16.50 x 2 = 33.00	0	33.00	52	\$ 1,716.00

**TOTAL BID PRICE PER YEAR FOR CATEGORY VII:** \$ 5,886.75  
 (Enter bid price on pages 5)

**NOTE:** To determine the yearly task cost for each category, multiply the one (1) time task cost by the yearly service frequency for that particular task, then add all task totals together.



All cells must be filled out. If no cost, enter a zero (0). Failure to complete all cells may be cause for rejection.

Category XV(a): Other – Park Acreage Undeveloped.  
Approximately 24.71 Acres.

TASK DESCRIPTION CATEGORY XV(a):	EST CITY HOURS	LABOR COST Hourly Rate X Time	MATERIALS COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
• Litter Removal	1	16.50 x 1 = 16.50	1.50	18.00	1	\$ 18.00
• Litter Removal at RoadRunner Park Overlook Area. Includes emptying trash can	1	16.50 x 1 = 16.50	1.50	18.00	12	\$ 216.00
• Trail Clearance	6	16.50 x 6 = 99.00	11.00	110.00	1	\$ 110.00

**TOTAL BID PRICE PER YEAR FOR CATEGORY XIV(a):**  
(Enter bid price on pages 5)

\$ 344.00

**NOTE:** To determine the yearly task cost for each category, multiply the one (1) time task cost by the yearly service frequency for that particular task, then add all task totals together.



All cells must be filled out. If no cost, enter a zero (0). Failure to complete all cells may be cause for rejection.

Category XV(b): Other – Mission Trails Regional Park Trash Receptacles (4).

TASK DESCRIPTION CATEGORY XIV(b):	EST. CITY HOURS	LABOR COST Hourly Rate X Time	MATERIALS COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
• Empty 4 Trash Containers	.75	<del>14.50 x .75 =</del> 12.375	1.125	13.50	52	\$ 702.00

**TOTAL BID PRICE PER YEAR FOR CATEGORY XIV(b):**  
(Enter bid price on pages 5)

\$ 702.00

**NOTE:** To determine the yearly task cost for each category, multiply the one (1) time task cost by the yearly service frequency for that particular task, then add all task totals together.





**D. LICENSES**

To perform the work described in these specifications, the Bidder must hold a C-27 State Contractor's License. Any Contractor holding a different license who feels qualified to bid on this work must notify the City Purchasing Agent in writing at least seven (7) days prior to the bid closing. A review of the job will be made, and the City's decision as to the propriety of such license will be final.

Any person supervising the use of pesticides, herbicides, or rodenticides must possess a valid Qualified Applicator's Certificate for Category B. The Contractor must also hold a Pest Control Business License and retain the services of a licensed Pest Control Advisor, and must be registered with the County Agriculture Commissioner. The Contractor must possess the above licenses prior to submitting their bid.

	License Number	Expiration Date	Name
C-27, State of California Contractor License	Class: C-27 No: 388579	4/30/14	Tim Hillman Treebeard Landscape
Qualified Applicator Certificate	DAL 101044	12/31/14	Tim Hillman Treebeard Landscape
Pest Control Business License	22 773-00000	12/31/13	Tim Hillman Treebeard Landscape
Pest Control Advisor	PCA 75354	12/31/14	Ken Fawcett Simplot Partners

**E. SUBMITTALS**

**1. BID SUBMITTAL**

Bids must be returned in a sealed envelope to the Purchasing & Contracting Department, 1200 Third Avenue, Suite 200, San Diego, CA 92101. The bid number and closing date/time must be referenced on the outside of the envelope (lower left corner). Bids must be received by the Purchasing & Contracting Department reception desk prior to bid closing at 3:00 p.m. on bid closing date. Faxed bids will not be accepted.

The original of bid, including any attachments, shall be submitted.

For purposes of review and in the interest of the City's sustainable business practices in general, the City strongly recommends the use of submittal materials (i.e. Paper, dividers, binders, brochures, etc.) That contain post-consumer recycled content and are readily recyclable. The City discourages the use of materials that cannot be readily recycled such as PVC (vinyl) binders, spiral bindings, and plastic or glossy covers or dividers. Alternative bindings such as reusable/recyclable binding posts, reusable binder clips or binder rings, and recyclable cardboard/paperboard binders are examples of preferable submittal materials. Respondents should print/copy on both sides of a single sheet of paper



wherever applicable; if sheets are printed on both sides, it is considered to be two pages. Color is acceptable, but content should not be lost by black-and-white printing or copying.

## 2. SUBMITTALS REQUIRED WITH BID

Failure to provide the required submittals with the bid may be cause for the bid to be rejected as non-responsive.

- a. Contractor's License Information (as specified in Section II, paragraph D).
- b. Bidder's References (as specified in Section II, paragraph J).
- c. Bidder's Statement of Subcontractors (as specified in Section II, paragraph J).
- d. Bidder's Statement of Available Equipment (as specified in Section II, paragraph J).
- e. Bidder's Statement of Financial Responsibility (as specified in Section II, paragraph J).
- f. Contract Information (use form in Forms section).
- g. Contractor Standards Pledge of Compliance (as specified in Section II, paragraph M).
- h. Drug-Free Workplace (use form in Forms section).
- i. American With Disabilities Act (ADA) Compliance Certification (use form in Forms section).
- j. Equal Benefits Ordinance (EBO) Certificate of Compliance (use form in Forms section).
- k. Equal Opportunity Contracting Program (EOCP) (use form in Forms Section).

## 3. SUBMITTALS REQUIRED UPON PROVISIONAL AWARD

Failure to provide the following documentation within the time period specified may be cause for the provisional award to be voided and the bid to be rejected as non-responsive.

- a. Insurance Requirements as specified in Section II, paragraph I.
- b. Taxpayer Identification Number (W-9) as specified in City of San Diego General Provisions, Section C, paragraph 15, if not currently on file.
- c. Business Tax Certificate as specified in Section II, paragraph K, if not currently on file.

## F. AWARD

In accordance with San Diego Municipal Code section 22.3206(a), the contract will be awarded to the Bidder offering the best value to the City, considering price, responsibility of the bidder and other factors as further described herein. Other factors including bidder's responsiveness, qualifications, independently verified experience performing work of comparable size and scope by references, and equipment. The city anticipates one award to the lowest bidder meeting specifications.

D. LICENSES

To perform the work described in these specifications, the Bidder must hold a C-27 State Contractor's License. Any Contractor holding a different license who feels qualified to bid on this work must notify the City Purchasing Agent in writing at least seven (7) days prior to the bid closing. A review of the job will be made, and the City's decision as to the propriety of such license will be final.

Any person supervising the use of pesticides, herbicides, or rodenticides must possess a valid Qualified Applicator's Certificate for Category B. The Contractor must also hold a Pest Control Business License and retain the services of a licensed Pest Control Advisor, and must be registered with the County Agriculture Commissioner. The Contractor must possess the above licenses prior to submitting their bid.

	License Number	Expiration Date	Name
C-27, State of California Contractor License	Class: No.:		
Qualified Applicator Certificate			
Pest Control Business License			
Pest Control Advisor			

E. SUBMITTALS

1. BID SUBMITTAL

Bids must be returned in a sealed envelope to the Purchasing & Contracting Department, 1200 Third Avenue, Suite 200, San Diego, CA 92101. The bid number and closing date/time must be referenced on the outside of the envelope (lower left corner). Bids must be received by the Purchasing & Contracting Department reception desk prior to bid closing at 3:00 p.m. on bid closing date. Faxed bids will not be accepted.

The original of bid, including any attachments, shall be submitted.

For purposes of review and in the interest of the city's sustainable business practices in general, the city strongly recommends the use of submittal materials (i.e. Paper, dividers, binders, brochures, etc.) That contain post-consumer recycled content and are readily recyclable. The city discourages the use of materials that cannot be readily recycled such as PVC (vinyl) binders, spiral bindings, and plastic or glossy covers or dividers. Alternative bindings such as reusable/recyclable binding posts, reusable binder clips or binder rings, and recyclable cardboard/paperboard binders are examples of preferable submittal materials. Respondents should print/copy on both sides of a single sheet of paper

G. CONTRACT PERIOD

The initial contract shall be for a period of one (1) years with options to renew for four (4) additional one (1) year periods.

Total bid price shall be for one (1) year only.

H. OPTION TO RENEW

The City's option to extend is for four (4) increments of one (1) year each for a total of four (4) years beyond the expiration of the initial term, not to exceed five (5) years, pursuant to pricing schedule. Unless city notifies contractor in writing, not less than 15 days prior to the expiration due date that they do not intend to renew the agreement, the agreement will be automatically renewed for another year.

The rates set forth in the pricing page, or other pricing section of this agreement shall apply to any option exercised pursuant to this option clause unless provision for appropriate price adjustment has been made elsewhere in this agreement or by agreement amendment. All payments are subject to "availability of funds."

The City of San Diego may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted as required by law (for example, pursuant to adjustments in prevailing wage, minimum wage or local living wage rates). These rates will be adjusted as required by law for Living Wage on 7/1 of each option year. If not subject to Living wage, the CPI

After the initial one (1) year contract period, the City reserves the option to renew the contract up to four (4) additional one (1) year periods under the terms and conditions herein stated beginning on the anniversary of the commencement of contract. The renewal is contingent on a mutual agreement between the City and the Contractor with such agreement to be confirmed within sixty (60) days of the expiration of the contract period. Either the City or the Contractor may decline to confirm the renewal of the contract for any reason whatsoever, which shall render the renewal option null and void.

The City's initial letter offering the Contractor an opportunity to renew the contract does not constitute an award of the option period. Any option acceptance must be confirmed by the City, in writing, before it becomes valid.

The City will not grant an option, if the contractor requests a price increase which exceeds the average percentage variant for the previous twelve months in the Consumer Price Index for All Urban Consumers (CPI-U) for the San Diego area as published by the Bureau of Labor Statistics, or 5.0%, whichever is less. If a price increase is requested, the bidder must provide detailed supporting documentation to justify the requested increase. The requested increase will be evaluated by the City and the City reserves the right to accept or reject.

This section will not be considered in the evaluation for award.

The City may also desire to extend a contract on a month-to-month basis upon expiration of the current contract period, not to exceed five (5) years cumulatively, under the terms and conditions of the current contract unless modified in writing. The renewal is contingent on a mutual agreement between the City and the contractor with such agreement to be confirmed in writing prior to the expiration of the contract period.

#### I. INSURANCE REQUIREMENTS

**Insurance.** The winning Bidder/Proposer shall not begin any work under the Contract resulting from this solicitation until it has: (a) obtained, and upon the City's request provided to the City, insurance certificates reflecting evidence of all insurance required in below; however, the City reserves the right to request, and the Consultant shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each insurance company or companies; and (c) confirmed that all policies contain the specific provisions required below. Bidder/Proposer's liabilities, including but not limited to Bidder/Proposer's indemnity obligations, under the Contract resulting from this solicitation, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of the Contract resulting from this solicitation and Bidder/Proposer's failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract resulting from this solicitation may be treated as a material breach of contract by the City. The Bidder/Proposer shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of the Contract resulting from this solicitation.

**Deductibles.** All deductibles on any policy shall be the responsibility of the Bidder/Proposer and shall be disclosed to the City at the time the evidence of insurance is provided.

**Acceptability of Insurers.** Except for the State Compensation Insurance Fund, all insurance required by the Contract resulting from this solicitation or in the Special General Conditions shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by the City.

The 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 Eligible Surplus Lines Insurers (LESLI 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.

**Reservation of Rights.** The City reserves the right, from time to time, to review the Bidder/Proposer's insurance coverage, limits, deductible and self-insured retentions to determine if they are acceptable to the City. The City will reimburse the Bidder/Proposer for the cost of the additional premium for any coverage requested by

the City in excess of that required by the Contract resulting from this solicitation without overhead, profit, or any other markup.

**Additional Insurance.** The Bidder/Proposer may obtain additional insurance not required by the Contract resulting from this solicitation.

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

**Types of Insurance.** At all times during the term of the Contract resulting from this solicitation, the Bidder/Proposer shall maintain insurance coverage as follows:

1. **Commercial General Liability.** Commercial General Liability (CGL) Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$1,000,000.00 (one million) per occurrence and subject to an annual aggregate of \$2,000,000.00 (two million). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

**Required Endorsements.** The following endorsements to the policies of insurance are required to be provided to the City before any work is initiated under the Contract resulting from this solicitation.

#### **Commercial General Liability Insurance Endorsements**

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.

PRIMARY AND NON-CONTRIBUTORY COVERAGE. The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of Bidder/Proposer's insurance and shall not contribute to it.

SEVERABILITY OF INTEREST. The policy or policies must be endorsed to provide that the Bidder/Proposer's insurance shall apply separately to each

insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

2. **Commercial Automobile Liability.** For all of the Bidder/Proposer's automobiles including owned, hired and non-owned automobiles, the Bidder/Proposer shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1,000,000.00 (one million) per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

**Required Endorsements.** The following endorsements to the policies of insurance are required to be provided to the City before any work is initiated under the Contract resulting from this solicitation.

#### **Automobile Liability Insurance Endorsements**

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobile owned, leased, hired or borrowed by or on behalf of the Bidder/Proposer.

SEVERABILITY OF INTEREST. The policy or policies must be endorsed to provide that Bidder/Proposer's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

3. **Workers' Compensation.** For all of the Bidder/Proposer's employees who are subject to the Contract resulting from this solicitation and to the extent required by the applicable state or federal law, the Bidder/Proposer shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1,000,000.00 (one million) of employers' liability coverage, and the Bidder/Proposer shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

**Required Endorsements.** The following endorsements to the policies of insurance are required to be provided to the City before any work is initiated under the Contract resulting from this solicitation.



## **Worker's Compensation and Employer's Liability Insurance Endorsements**

WAIVER OF SUBROGATION. The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for the City.

### **J. REFERENCE/QUALIFICATIONS**

Bidders are required to demonstrate successful performance of grounds maintenance work of similar size and scope as required of this contract in the past three (3) years. Bidders must also demonstrate that they are properly equipped to perform the work of this contract.

To enable the City to evaluate the responsibility, experience, skill, and business standing of the Bidder, the following documents must be included with the bid submittal:

1. Bidder's References (use form in Forms Section).
2. Bidder's Statement of Subcontractors (use form in Forms Section).
3. Bidder's Statement of Available Equipment (use form in Forms Section).
4. Bidder's Statement of Financial Responsibility (use form in Forms Section).

The City reserves the right to reject any bid when, in its opinion; the Bidder cannot perform the contract in accordance with specifications contained herein.

### **K. BUSINESS TAX CERTIFICATE**

Any company doing business with the City of San Diego is required to comply with Section 31.0301 of the San Diego Municipal Code regarding Business Tax. For more information please visit the City of San Diego website at [www.sandiego.gov/](http://www.sandiego.gov/) or call (619) 615-1500.

The City requires that each vendor to provide a copy of their Business Tax Certificate, or a copy of their application receipt. Failure to provide the required documents within ten (10) business days of the City's request may result in a Bid being declared non-responsive and rejected.

### **L. LIVING WAGE**

Any contract awarded from this solicitation will be subject to the City of San Diego's Living Wage Ordinance [LWO], Chapter 2, Article 2, Division 42 of the San Diego Municipal Code [SDMC], which went into effect on July 1, 2006. The provisions of the LWO apply to "any service contract, including any applicable subcontract,

entered into, awarded, amended, renewed, or extended on or after July 1, 2006.” (SDMC § 22.4210.) Rules Implementing the Living Wage Ordinance may be found at <http://www.sandiego.gov/administration/programs/livingwage/index.shtml> or by request from Living Wage Program by calling (619) 533-3948.

M. CONTRACTOR STANDARDS

This bid is subject to the Contractor Standards clause of the Municipal Code, Chapter 2, Article 2, Division 32, adopted by Ordinance No. 0-19383. All Bidders are required to complete and return with their bid the Contractor Standards Pledge of Compliance included with this Request for Bid. The Contractor Standards Rules and Regulations are available at [www.sandiego.gov/purchasing](http://www.sandiego.gov/purchasing) or by request from the Purchasing & Contracting Department by calling (619) 236-6000.

N. GENERAL PROVISIONS

Except as otherwise specified herein, the City of San Diego General Provisions, dated January 3, 2005, (on file in the Office of the Purchasing Agent) are incorporated as part of this bid and any resulting contract by reference. The General Provisions are available online at [www.sandiego.gov/purchasing](http://www.sandiego.gov/purchasing) or via request from the Purchasing & Contracting Department by calling (619) 236-6000.

By signing and/or authorizing the bid submittal, the Bidder/Proposer acknowledges that they have read and understood the meaning, intent and requirements of said General Provisions; and acknowledge said General Provisions are included as a part of this bid.

O. SMALL EMERGING LOCAL BUSINESS PROGRAM

Prime vendors/contractors/consultants are encouraged to take positive steps to diversify and expand their Small Local Business Enterprises (SLBE)/ Emerging Local Business Enterprises (ELBE) solicitation base and to offer contracting opportunities to all eligible small emerging local businesses. To support its Equal Opportunity Contracting commitment, the City has established participation level(s) as defined in the following website, <http://www.sandiego.gov/eoc/boc/slbe.shtml>.

1. All professional services (non-Architectural/Engineering) contracts valued over \$50,000 or more have a voluntary SLBE/ELBE goal of 20%. Details can be found in the website above.
2. For all goods and services contracts valued over \$50,000, the City shall apply a 2% bid discount for either: 1) SLBE/ELBE prime contractors or 2) Prime contractors meeting the 20% voluntary SLBE/ELBE goal. The discount will not apply if the award to the discounted bidder would result in a total contract cost of \$10,000 in excess of the low, non-discounted bidder. Details can be found in the website above.

P. EQUAL BENEFITS

Effective January 1, 2011, any contract awarded from this solicitation is subject to the City of San Diego's Equal Benefits Ordinance [EBO], Chapter 2, Article 2, Division 43 of the San Diego Municipal Code [SDMC].

In accordance with the EBO, contractors must certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the contract [SDMC §22.4304(f)] (use form in Forms Section). Failure to maintain equal benefits is a material breach of the contract [SDMC §22.4304(e)]. Contractors must notify employees of their equal benefits policy at the time of hire and during open enrollment periods and must post a copy of the following statement in an area frequented by employees:

During the performance of a contract with the City of San Diego, this employer will provide equal benefits to its employees with spouses and its employees with domestic partners.

Contractors also must give the City access to documents and records sufficient for the City to verify the contractors are providing equal benefits and otherwise complying with EBO requirements.

Full text of the EBO and the Rules Implementing the Equal Benefits Ordinance are posted on the City's website at [www.sandiego.gov/purchasing/](http://www.sandiego.gov/purchasing/) or can be requested from the Equal Benefits Program at (619) 533-3948.

Q. DEFINITIONS

Where "as directed", "as required", "as permitted", "approved", "acceptance", or words of similar import are used, it shall be understood that the direction, requirement, permission, approval, or acceptance of the Contract Administrator is intended unless otherwise stated. As used herein "provide" shall be understood to mean "provide complete in place", that is, "furnish and install"; the word "site" as used hereinafter shall be understood to mean the location receiving the service. "Contract Administrator" shall be construed to mean the Deputy Director or designated City representative(s) assigned to oversee the contract. "Contractor" shall be held to mean the Successful Bidder, Bidder or Proposer awarded the contract, and/or any person employed by the Contractor working under this contract. The use of the words "shall" and "may" shall be understood to mean mandatory and permissive respectively. The use of the word "pruning" shall include the practices sometimes referred to as "trimming".

R. WATER REGULATIONS & RESTRICTIONS PER MUNICIPAL CODE REQUIREMENTS

Link to City of San Diego Municipal Code:

<http://www.sandiego.gov/city-clerk/officialdocs/legisdocs/muni.shtml>

In "Search For" que enter:

- 67.38 for Emergency Water Restrictions Regulations & Penalties
- 43.03 for Stormwater Management & Discharge Controls

### III. GENERAL SPECIFICATIONS

#### A. SCOPE

Complete landscape maintenance of designated areas as specified herein. During and at the end of the maintenance period, all plant material shall be in a healthy, growing condition. The Contractor shall provide all equipment, labor, and materials necessary for performing landscape maintenance and irrigation services according to the following specifications.

#### B. CONTRACT SITE LOCATIONS

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

##### **Category II: Medians Landscaped with Trees, Shrubs, Groundcover, (includes Hardscape)**

Landscaped Center Medians on Tierrasanta Boulevard  
All – I-15 east to road terminus just past Colina dorada

Landscaped Center Median on Remora Street  
On Santo Road, north of Clairemont Mesa Blvd., east side.

Landscaped Center Medians on Santo Road  
All – North near I-52, south from El Comal to Aero Drive

Landscaped Center Medians on Clairemont Mesa Boulevard  
All – Interstate 15 east to terminus

Landscaped Center Medians on Antigua Boulevard  
All – Santo Rd. east to Via Valarta

##### **Category III: Medians -- Hardscaped/Paved**

Center Medians on Santo Road  
North Terminus at I-52 to Portobelo  
Portobelo to El Comal  
Serra High School Parking Lot to Porto Court  
Aero Drive South to Terminus.

Center Medians on Clairemont Mesa Boulevard  
Von's Shopping Center driveway/turn-off to Santo Road

Center Median on Antigua Blvd., across from Kumeyaay School

*the  
Includes ^ one with  
mulch only  
will be landscaped  
in the future*

**Category IV: Parkway Rights-of-Way or Adjacent Areas Landscaped with Turf, Trees/Shrubs/Groundcover (includes hardscape)**

1. Clairemont Mesa Boulevard (CMB)

Between Antigua Boulevard and Shepherd's Canyon, both sides 18 ft. set-back from curb:

Southside: from condos east to open space gate

Northside: from Antigua Boulevard east to shipping center entrance

Santo Road to De Portola School exit driveway, northside: set-back to Barbados Wall

Two (2) corner lawns northside at Antigua,  
Setback from curb to toes of slope

Mulched Right-of-Way, northside: between Seda and terminus (bottlebrush)

2. Tierrasanta Boulevard

Southside: 26 ft. set-back from curb: Santo Road – At Bank/first wooden upright posts, east to SDGE sub-station

Northside: 10 ft. set-back from curb (approx.) Ducos east to SDGE gate / open space gate (east of Tambor)

3. Santo Road

Eastside: 25 ft. set-back from curb Tierrasanta Boulevard north to Antigua Boulevard

Westside: From Open Space gate, (south of Antigua) to Vons Center

4. Antigua Boulevard

Both north and south sides:

Northside: Between Santo Road and Calle Mariselda Driveway and

Southside: Between Santo Road and Maintenance Pull-out, approximately 10 ft. set-back from curb.

**Category VI: Parkway Rights-of-Way or Adjacent Areas -- Undeveloped (Approx. 10 ft in from curb) Includes sidewalks**

1. Tierrasanta Boulevard:

North and south sides, between Interstate 15 and Santo Road. Military and School District property adjacent

Southside, between El Dorado Green Condos and east terminus and Northside from Colina Dorada east to terminus.

2. Clairemont Mesa Boulevard

East of Santo Road and east of DePortola School:

Southside, between Water Pump Station and east terminus and  
Northside, between De Portola School and church at Via Valarta

West of Santo Road:

Southside, between Shepherd's Canyon and Santo Road, after ice plant strip  
Southside and northside between Interstate 15 and Antigua Boulevard

3. Via Valarta

Between Clairemont Mesa Boulevard and Via Playa De Cortes, both sides  
Between Portobelo Pocket Park and just past Camino Playa Cancun and the  
beginning of the Montenosa Apts. property.

4. Calle De Vida / Colina Dorada

Both sides between Rueda and Madrugada

5. Santo Road

Westside, between Portobelo Drive and Shepherd's Canyon Gate, (south of  
Antigua Blvd)

**Categories VIII and IX: Enhanced and Native Open Space – Includes  
Hardscape - 806.01 Acres Total**

1. Open Space Entrance/Access Locations

The open space accessible from these access locations is a combination of enhanced and native with the vast majority of acreage mostly native. These locations are provided as a guide to the maintenance areas requiring more than the native, "undeveloped" acreage or as information to gain access into the native open space, some trailheads, etc.

2. Irrigated With Turf (Pocket Parks)

- Percer / Antigua Pocket Park
- Cascajo Ct.
- Via Playa Los Santos
- Portobelo Pocket Park
- Callejon Quintana

- Viacha Drive (east and west sides)
- Corte Playa San Juan
- Vivaracho Ct.
- Avenida Playa Veracruz (Boy Scout Park)

3. Irrigated Without Turf

- La Cuenta Drive – At Baroque, west side
- La Cuenta Drive – South end terminus
- Cartulina Drive – West off Rueda Drive
- La Morada slope at terminus
- Corte Playa Los Brisas
- Lugar Playa Catalina .
- Area G between Via Playa de Cortes and Avenida Playa Cancun and continues east. (Also includes right of way on Via Playa de Cortes up to 5393 Belardo Drive).
- Rueda Drive, south of Clairemont Mesa Blvd., east and west sides between Via Promesa and Palabra Circle. Includes Restoration Site east side and directly below right-of-way
- Belardo, between Callejon Quintana and Camino Playa Catalina
- Percer Canyon, below Antigua Pocket Park
- Via del Cosira and Via del Cosira Court
- Valiente Ct. east and west off Rueda Drive
- Tambor Court
- Bravo Court
- Guincho Court
- Tortuga Court
- Matador Court
- Carioca Court
- Vera Cruz Court
- Antigua Boulevard, southside along guardrail, between maintenance pull-out and Avenida Playa Veracruz
- Mission Trails Regional Park Staging Area (DG Lot east end Clairemont Mesa Boulevard)
- Avenida Playa Veracruz right-of-way, just east of Boy Scout Park
- Vivaracho Way at Cul-de-Sac
- Clairemont Mesa Blvd., west of Santo Rd. and east of Antigua Blvd, northside right-of-way CA Native Restoration site.

Add  
Via Promesa  
(2 off Rueda)

4. Non Irrigated

- Camino Playa Portofino
- Corte Playa de Cortes
- Terraza Playa Catalina
- Promesa Drive – Terminus
- Gabacho Drive entrance, between houses, near house #10720-10710

- La Cuenta Drive – North end terminus
- Rueda Drive – Between houses near
- Cartulina – (east off Rueda Drive) between houses on north and south sides, directly across from each other
- Baroque Lane
- Corte Playa Catalina
- Clairemont Mesa Boulevard, across from Recreation Center from HOA east to terminus.
- Seda Drive, east and west sides between Clairemont Mesa Boulevard and Calle de Vida)
- Calle de Vida, between houses, near house #4494, gate access
- Valiente east off Rueda Drive
- Pallon Way from Tambor Ct. to first house
- Portobelo, between houses, near house #10921
- Villarica, south and north sides, between Portobelo and Barcelona/'Carmel'.
- Calle Mariselda along N/NW side of HOA property
- Camino Playa Portofino – at guardrail and sidewalk, at Antigua Blvd.
- All other open space acreage not included in these access, more highly profiled areas.

**Category X: Parks, Greenbelts/Mini Parks and Joint Use Sites (Includes Turf, Other Irrigated/Improved Areas and Non Irrigated Landscaped Areas, Sidewalks, Parking Lots, Gutters, Tot Lots and All Amenities.**

<u>SITE</u>	ACRES (Approx)
Tierrasanta Community Park 2.69 other park turf, 3.53 acres field turf, 1 acre shrub beds	16.82
Villa Monserate Neighborhood Park 2.38 acres turf, .49 acres other landscape	3.25
Roadrunner Neighborhood Park 1.20 acres turf, .29 acres shrub beds	2.01
Villa Norte Neighborhood Park 2.31 acres is turf, .76 acres shrub beds	4.10
De Portola Athletic Field (Joint-Use Site) Includes 2 pedestrian raised asphalt walkways	13.43
Farb Athletic Field (Joint-Use Site)	4.00



Vista Grande Athletic (Joint-Use Site)	4.10
Kumeyaay Elementary School (Joint-Use Site)	4.04
Serra High School (Joint-Use Site)	6.45
Tierrasanta Elementary School (Joint-Use Site)	<u>1.70</u>
TOTAL ACRES 59.81	

**Category XI: Gutters**

**Category XII: Comfort Stations/Restroom Facilities**

Tierrasanta Community Park  
DePortola Joint Use Field

**Category XIII: Concrete Brow Ditches (throughout all the open space, behind parks, homes, athletic fields, etc.**

**Category XIV: Tierrasanta Branch Library**

4985 La Cuenta Drive

**Category XV(a): Other -- Park Acreage Undeveloped**

This undeveloped park acreage is directly adjacent to the parks and is considered actual "park" acreage. It is mostly native vegetation and looks like Native Open Space. Most is located on the other side of the park fencing or 'developed' footprint and is often slope or canyon area. 29.40 total acres estimated. No well defined property lines.

Tierrasanta Community Park

1. Villa Monserate Neighborhood Park
2. Roadrunner Neighborhood Park

**Category XV (b): Other -- Mission Trails Regional Park Trash Receptacles (4)**

Two (2) at Kiosks, off Calle de Vida / Colina Dorada, northside  
One (1) off Playa Catalina, north of cul-de-sac and at trailhead  
One (1) off Seda / Renovo, at northern most portion of condo complex

**C. SERVICE FREQUENCIES**

**Category II: Medians Landscaped with Trees, Shrubs, Groundcover (Includes Hardscape)**

Supervisory Inspection	The non-working supervisor shall inspect <u>all</u> areas under the contract a minimum of 1 time per week and submit a written punch list of deficiencies. All major problems shall be reported to the Contract Administrator within twenty-four (24) hours.
Irrigation	As necessary to promote healthy plant material.
Irrigation Inspection	One time per week, all systems (including drip) are to be thoroughly inspected to ensure complete electronic/battery or solar 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 Contract Administrator.
Maintenance and Repair of Irrigation Systems	As needed, to ensure proper operation of irrigation systems.
Litter Removal	Three (3) times per week by 11:00 am to keep all areas litter free. Monday, Wednesday, Friday
Weed Removal	Two (2) times per month, to maintain areas in a weed free condition. Every other <del>month</del> <i>week.</i>
Pruning Shrubs/Groundcover	Four (4) times per year -- Prune shrubs/groundcover to prevent encroachment into public thoroughfare/sidewalk or into other plant material and to prevent blockage of irrigation system components and patterns and for plant health. All shrubs are to be maintained at a height that does not obstruct visibility. Includes deadheading.

Pruning – Trees	Two (2) times per year to shape, train, and prevent encroachment into public thoroughfare/sidewalk or into other plant material, and to ensure clear visibility of all street signs and traffic signals. All sucker growth is to be removed as it appears. Prune to correct hazards and to remove all dead, diseased, or damaged limbs, as well as those limbs crossing or competing.
Fertilization (Complete) of Trees, Shrubs and Groundcover	Six (6) times per year to promote healthy plant growth: January, March, May, July, September and November.  March, May and September applications shall be Best Super Turf 25-5-5  July application shall be Gro-Power Plus 5-3-1.  November and January application shall be Best Nitra King 19-4-4
Mulch all Landscaped Areas	One (1) time per year in February – April 2” deep
Pest Control	Prompt remedial action as necessary to maintain plant material in optimum condition.
Fungicide or other Special Treatment	Prompt remedial action as necessary to maintain plant material in optimum condition.
Plant Replacement	As deemed necessary by Contract Administrator to replace plant material damaged or killed due to Contractor’s negligence.
Sweeping -- Hardscape	Once per week, to keep areas free of sand, dirt and all other debris.

**Category III: Medians Hardscaped**

Litter Removal	Three (3) times per week by 11:00 am to keep all areas litter free. Monday, Wednesday, Friday
Weed Removal	Two (2) times per month, to maintain areas in a weed free condition. Every other <del>month</del> <i>week</i>
Sweeping – Hardscape	Once per week, to keep areas free of sand, dirt and all other debris.

**Category IV: Parkway Rights-of-Way or Adjacent Areas Landscaped with Turf, Trees, Shrubs and Groundcover (includes hardscape)**

Supervisory Inspection	The non-working supervisor shall inspect <u>all</u> areas under the contract a minimum of once per week and submit a written punch list of deficiencies. All major problems shall be reported to the Contract Administrator within twenty-four (24) hours.
Irrigation	As necessary to promote healthy plant material.
Irrigation Inspection	Once per 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 Contract Administrator.
Maintenance and Repair of Irrigation Systems	As needed, to ensure proper operation of irrigation systems.
Litter Removal	Three (3) times per week by 11:00 am to keep all areas litter free. Includes litter pick-up and dumping trash cans and replacing with new liner. Monday, Wednesday, Friday
Weed Removal	Two (2) times per month, to maintain areas in a weed free condition. Every other week.
Mowing / Edging and Weed Whipping	Once per week, March 1 through November 30. Every other week December 1 through February 28/29. Sweeping is mandatory if excessive amounts of grass clippings remain after mowing. Edging and weed whipping to be done every mow time to remove all overgrown grasses.
Pruning / Edging Shrubs and Groundcover	Four (4) times per year, to shape, train, and prevent encroachment into public thoroughfare/sidewalk, landscape walk or into other plant material and to ensure clear visibility. Includes deadheading.
Pruning - Trees	Two (2) times per year, to shape, train, and prevent encroachment into public thoroughfare/sidewalk or into other plant material, and to ensure clear visibility of all street signs and traffic signals. All sucker growth is to be removed as it appears.

Pruning – Trees (cont.)	Prune to correct hazards and to remove all dead, diseased, or damaged limbs, as well as those limbs crossing or competing. Includes removing seed pods off the Cassia Trees.
Fertilization – Complete	Six (6) times per year to promote healthy plant growth: January, March, May, July, September and November: March, May and September applications shall be Best Super Turf 25-5-5 July application shall be Gro-Power Plus 5-3-1. November and January application shall be Best Nitra King 19-4-4
Mulch all Landscaped Areas	One (1) time per year in February-April 2” deep
Plant Replacement	As deemed necessary by Contract Administrator to replace plant material damaged or killed due to Contractor’s negligence.
Renovation	Once a year, Sept./Oct. to ensure turf health. Renovation shall be accomplished in conjunction with aerification and fertilization.
Aerification	Two (2) times per year, in March and October, to ensure turf health. Aerification shall be accomplished prior to fertilization.
Overseeding	Once per year in October. Perennial Rye. 10 lbs. per 1,000 sq. ft.
Pest Control	Prompt remedial action as necessary to maintain plant materials in optimum condition.
Sweeping – Hardscape	Once per week, in conjunction with mow schedule, to keep all hardscape free of dirt, sand, leaves, pine needles and other debris.
Refresh Paint on Brown Irrigation Controller Cabinets	Once per year in June.

**Category VI: Rights-of-Way or Adjacent Areas Undeveloped**

Litter Removal	Three (3) times per week, Monday, Wednesday and Friday before 11:00 a.m. to keep areas litter free. Includes emptying trash cans and replacing liners.
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Weed Removal	Once a week, to maintain areas in a weed free condition.
Pruning Shrubs or Groundcover	4 (four) times per year to keep sidewalks clear for pedestrian use. These R-O-W's are usually adjacent to the backside of private property.
Sweeping – Hardscape	Once per week, to keep all hardscape areas free of dirt, sand and all other debris.

**Category VIII: Open Space Enhanced (includes adjacent hardscape)**

Supervisory Inspection	The non-working supervisor shall inspect <u>all</u> areas under the contract a minimum of once per week and submit a written punch list of deficiencies. All major problems shall be reported to the Contract Administrator within twenty-four (24) hours.
Irrigation	As necessary to promote healthy plant material.
Irrigation Inspection	Once per week, all systems (including drip) are to be thoroughly inspected to ensure complete electronic/solar/battery 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 Contract Administrator.
Maintenance and Repair of Irrigation Systems	As needed, to ensure proper operation of irrigation systems.
Litter Removal	Three (3) times per week, before 11:00 a.m. to keep all areas litter free. This includes dumping all trash cans and replacing the liner. Monday, Wednesday, Friday
Weed Removal	Two (2) times per month, to maintain areas in a weed free condition. Every other week.
Mowing / Edging and Weed Whipping	Once per week, March 1 through November 30. Once every other week December 1 through February 28/29. Sweeping is mandatory if excessive amounts of grass remains after mowing. Edging and weed whipping to be done every mow time to remove <u>all</u> overgrown grasses.

Pruning / Edging Shrubs and Groundcover	Four (4) times per year, to shape, train, and prevent encroachment into public thoroughfare/sidewalk, landscape walk or into other plant material and to ensure clear visibility. Includes deadheading.
Pruning - Trees	Two (2) times per year, to shape, train, and prevent encroachment into public thoroughfare/sidewalk or into other plant material, and to ensure clear visibility of all street signs and traffic signals. All sucker growth is to be removed as it appears. Prune to correct hazards and to remove all dead, diseased, or damaged limbs, as well as those limbs crossing or competing.
Fertilization – Complete	Six (6) times per year to promote healthy plant growth: January, March, May, July, September and November: March, May and September applications shall be Best Super Turf 25-5-5 July application shall be Gro-Power Plus 5-3-1. November and January application shall be Best Nitra King 19-4-4
Mulch all Landscaped Areas	One (1) time per year in February – April 2”deep
Fertilization - Organic	One (1) time per year in October, organic fertilizer <u>will be applied at select restoration sites to specific groups of plants or individual shrubs and trees.</u> Gro-Power Plus 5-3-1. Approximately 300 plants.
Plant Replacement	As deemed necessary by Contract Administrator to replace plant material damaged or killed due to Contractor’s negligence.
Renovation	Once a year, in Sept./Oct.to ensure turf health. Renovation shall be accomplished in conjunction with fertilization. <u>There are 9 pocket parks with turf.</u>
Aerification	Two (2) times per year, in March and October, to ensure turf health. Aerification shall be accomplished prior to fertilization.
Overseeding	Once per year in October. Perennial Rye. 10- lbs. per 1,000 sq. ft.
Pest Control	Prompt remedial action as necessary to maintain plant materials in optimum condition.

Refill Mutt Mitt Dispensers

Two (2) times per week, Monday and Friday. Keys will be used to open and close dispensers. Dispensers will not be manipulated so that they are "unlocked". Contractor is responsible for keeping locks working as necessary by spraying with silicone spray or applying graphite. Additional dispensers may be placed. M.A.D. provides bags and dispensers.

Refresh Paint on Brown Irrigation Controller Cabinets Throughout the District and the Sage Green Paint on the Wooden Upright Posts in Area G.

Once per year in June.

Inspect / Maintain Ordinance Signs Throughout District

Once per month, to ensure signs are upright and free of graffiti.

Drag DG Parking Lot at Mission Trails Regional Park Staging Area (MTRP)

Two (2) times per year, to smooth out and fill-in depressions. City will pay for DG as necessary. Contractor absorbs labor to order, deliver, drag and spread. Approx. 30 yds. each time. .

Refresh Paint on Red Curb at Mission Trails Regional Park Staging Area (MTRP)

Two (2) times per year. Located along sidewalk to pedestrian bridge.

Sweeping – Hardscape

Once per week, in conjunction with mow schedule, to keep all hardscape free of dirt, sand, leaves and other debris. Bird Nesting Season from March 15 thru September 1 of every year will dictate appropriateness of blower use and duration of noise. Blowers in Percer Canyon may not be used during this time.

**Category IX: Open Space Native, (includes all other open space, all trails, paths, pond area, miscellaneous amenities and adjacent hardscape)**

Supervisory Inspection

The non-working supervisor shall inspect all areas under the contract a minimum of once per week and submit a written punch list of deficiencies. All major problems shall be reported to the Contract Administrator within twenty-four (24) hours.



Litter Removal – At Pond and around pond perimeter.

Three (3) times per week, Monday, Wednesday and Friday before 11:00 a.m. to keep all areas litter free. This includes dumping all trash cans and putting in new liners.

Contractor is required to provide a rowboat for pond access if Contract Administrator requests debris be removed from water area. No motor of any kind is allowed on the boat. (Cleaning/picking up debris or dead fish/animals from the water area is not scheduled maintenance for this contract but may be required if City's Pond Contractor is unavailable to clean debris from the water).

Inspect Pond and Fill to Overflowing

One (1) time per week except during the rainy season, so that pond stays full. Overflow for more than a day may be required at the direction of the Contract Administrator

Litter Removal – All Jogging, Walking / Hiking Trails and Paths (includes any service roads) and behind Vons Shopping Center, on slope.

One (1) time per week, to keep walking/ jogging trails, paths, roads, and adjacent areas litter free.

Litter Removal – all other open space

One (1) time per year

Clearance – Paths, Trails and Service Roads

One per year in April, May or June depending on the rain received and amount of growth, to keep these safe and clear for public safety and to reduce invasive weed growth and establishment. Areas near benches will be weed-whipped so that benches are clear of weeds five (5) ft. in any direction. Trails and jogging paths are to be

cleared 6 inches to 1 ft. back from trail edges (both sides). Weeds and brush must be cleared carefully respecting wildlife and bird nesting periods. **Bird Nesting Season from March 15 thru September 1 of every year will dictate equipment use and noise levels/noise duration allowed.**

Paint – Entrance Gates / Irrigation Controller Cabinets

Once per year in June.

Refill Mutt Mitt Dispensers

Two (2) times per week, Monday and Friday. Keys will be used to open and close dispensers. Dispensers will not be manipulated so that they are "unlocked". Contractor is responsible for keeping locks working as necessary by spraying with silicone spray or applying graphite. Additional dispensers may be placed. M.A.D. provides bags and dispensers.

Inspect / Maintain Trail / Ordinance Signs

Once per month, to ensure signs are upright and clearly visible with no graffiti.

Sweeping – Hardscape

Once per week, to keep all hardscape free of dirt, sand and all other debris. Blowers may be used in most areas with respect to people and wildlife. Bird Nesting Season from March 15 thru September 1 of every year will dictate equipment use and noise levels/noise duration allowed.

**Category X: Parks/Greenbelts / Mini Parks/ Joint-Use Fields/Serra Tennis Courts, (includes all hardscape and gutters)**

Supervisory Inspection

The non-working supervisor shall inspect all areas under the contract a minimum of once per week and submit a written punch list of deficiencies. All major problems shall be reported to the Contract Administrator within twenty-four (24) hours. In addition to inspecting the landscape, this also includes inspecting thoroughly all amenities including but not limited to: benches, tables, railings, BBQ's, hot coal dispensers, multi-purpose cuts, tennis ct. stairways, railings, fencing, bleachers, dug-outs, Par fitness equipment, etc. A written inspection report shall be sent to the Contract Administrator every Friday p.m.

Potential hazardous situations shall be immediately addressed and secured for non-use until City staff can evaluate and/or repair. Contract Administrator shall immediately be notified of such occurrences.

Tot Lot Safety Inspection

Visual safety inspections of tot lots and all tot lot equipment will be performed five (5) days each week, M-F. Written inspection reports will be sent to Contract Administrator every Friday p.m.

Tot Lot Safety Inspection (cont.)	Potential hazardous situations shall be immediately addressed and secured for non-use until City staff can evaluate and/or repair. <u>Contract Administrator shall immediately be notified of such occurrences.</u>
Irrigation	As necessary to promote healthy plant material.
Irrigation Inspection	Once per week, <u>all systems</u> (including drip) are to be thoroughly inspected to ensure complete electronic/solar/battery 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 Contract Administrator.
Maintenance and Repair of Irrigation Systems	As needed, to ensure proper operation of irrigation systems.
Litter Removal	Three (3) times per week, Monday, Wednesday and Friday, to keep all areas litter free. Includes dumping all trash cans and providing new liners. This shall be completed by 10 am. Extra services may be required depending on park events. Includes tennis cts.
Weed Removal	One (1) time per week, to maintain areas in a weed free condition. Includes <u>complete weed removal</u> in Tot Lots and hardscape areas. <b>Chemical weed control <u>may not be used</u> on school sites without written direction from Contract Administrator per Healthy Schools Act regulations.</b> Plan on using weedwhips, hand pulling and scuffle hoes a good part of the year.
Mowing / Edging and Weed Whipping	Once per week, March 1 through November 30. Once every other week, December 1 through February 28/29. Sweeping is mandatory if excessive amounts of grass clippings remain after mowing. Edging and weed whipping is to be done every mow time to remove all overgrown grasses. All edging must be perpendicular to the hard surface and not removed from it. Chemical edging is unacceptable.

Pruning / Edging Shrubs and Groundcover

Four (4) times per year, to shape, train, and prevent encroachment into public thoroughfare/sidewalk, shrub bed/mow curb area or into other plant material and to ensure clear visibility. Includes deadheading.

Pruning - Trees

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

Fertilization – Complete

Six (6) times per year to promote healthy plant growth: January, March, May, July, September and November:  
March, May and September applications shall be Best Super Turf 25-5-5  
July application shall be Gro-Power Plus 5-3-1.  
November and January application shall be Best Nitra King 19-4-4

Mulch all Landscaped Areas

One (1) time per year in February – April 2” deep

Plant Replacement

As deemed necessary by Contract Administrator to replace plant material damaged or killed due to Contractor’s negligence.

Renovation

Once a year, in September/October, to ensure turf health. Renovation shall be accomplished in conjunction with fertilization.

Aerification

Two (2) times per year, in March and October, to ensure turf health. Aerification shall be accomplished prior to fertilization.

Aerification of the 7 sports fields

Three (3) times per year. 2 directions each time. March, June/July, Oct/Nov

Pelleted Gypsum will be applied to seven (7) sports fields (Approximately 28 acres) 450 lbs per acre

Three (3) times per year right after aerification. March, June/July, Oct/Nov

Overseeding

Non-field areas -- Once per year in October.  
Perennial Rye 10 lbs per 1,000 sq.ft.

Athletic Fields -- Once per year typically late Spring or Summer during the scheduled field closure period. Sports Field Mix 10 lbs per 1,000 sq.ft. If another overseeding is needed in Oct. it will be absorbed by the District as an 'Extra'.

Pest Control

Prompt remedial action as necessary to maintain plant materials in optimum condition.

Maintain Athletic Field Surface

Once per week, to keep all field areas and DG running tracks, free of ruts, holes, depressions, low areas, etc. Topsoil will be added as necessary and floated to grade. DG will be added to keep these areas safe and level. **Labor and Materials.** Approx. 20 yds DG per year and 6 yds of soil per year.

Replenish Infield Soil and Prep Infields.

Once per year, at Contractor Administrator's direction, (depending on closure schedule and baseball or softball schedules). California/San Diego Gold with stabilizer/Turface is currently being used. **City will pay for materials. Labor to order, schedule delivery, dump, spread, etc. will be absorbed by you. Approximately 60 yards.**

Sweeping -- All Hardscape

Once (1) per week, in conjunction with the mow schedule to keep parking lots, sidewalks, gutters, stairs, walkways, picnic table areas, under bleachers, along fences, multi-purpose ct. etc. free of dirt, sand, leaves and other debris. This will be accomplished by 11:00 am.

Tennis Cts at Serra HS will be blown on Mondays by 7:30 am. Multipurpose Ct. at Tierrasanta Community Park in conjunction with mow schedule. *L will be Blown*

Sweeping -- Sidewalks Adjacent to Tot Lots

Five (5) times per week, M-F, all sidewalks around all tot lots will be cleaned of all debris by 11:00 a.m. If sand is wet or piled up, it will be shoveled/scraped off the sidewalk back into tot lot and thoroughly swept or blown clean.

Empty BBQ and Hot Coal Containers of ash at all the Parks	Six (6) times per year, January, March May, July, September and November containers are to be emptied of ash and all debris. Trash will be pulled out M-W-F with the routine litter control task.
Inspect / Maintain Park Signage	Once per month, to ensure park signage are upright and graffiti free.
Refresh Paint on Painted Curbs at Community Park	Once per year, to refresh paint on red and blue painted curbs at the Community Park and at RoadRunner Park.
Maintain Tot Lot Surface Material (keep material level under fall zones and keep debris free)	Three (3) times per week, fall zones will be kept level and all depressions will be manually filled to grade. All debris in sand/fibar/other play surfaces shall be removed. Poured in place surfaces shall be swept / cleaned of all debris on these days.
Rototill Tot Lot Sand	Six (6) times per year, in January, March May, July, September and November to keep sand loose and limit compaction for child safety.
Refill Mutt Mitt Dispensers	Two (2) times per week, Monday and Friday. Keys will be used to open and close dispensers. Dispensers will not be manipulated so that they are "unlocked". Contractor is responsible for keeping locks working as necessary by spraying with silicone spray or applying graphite. Additional dispensers may be placed. M.A.D. provides bags and dispensers. Cases of bags stored at DePortola.

**Category XI: Gutters**

Litter Removal	Three (3) times per week, Monday, Wednesday and Friday before 11:00 a.m. to keep areas litter free.
Weed Removal	Two (2) times per month, to maintain areas in a weed free condition. Every other <del>month</del> <i>week</i> .
Sweeping – Debris Removal	Once per week, to remove dirt, leaves, other debris. All gutters on medians and rights-of-way on Santo Road, Clairemont Mesa Boulevard, Antigua Boulevard and Tierrasanta Boulevard

Sweeping – Debris Removal  
(cont.)

must be swept with a power sweeper. Sweeping schedule must be submitted to Contract Administrator monthly and promptly when schedule changes.

**Category XII: Comfort Stations**

Complete Supervisory  
Inspection

The non-working supervisor shall inspect all areas under the contract a minimum of once per week and submit a written punch list of deficiencies. All major problems shall be reported to the Contract Administrator within 1 hour after cleaning. This includes but is not limited to plumbing problems, vandalism or mischief, etc.

Litter Removal

Daily, all organic and inorganic debris shall be swept and removed from floors. Debris will be taken away by Contractor and becomes their responsibility for approved disposal. Includes sweeping of all debris around facility and emptying trash receptacles where existing. Debris may not be dumped in the regular trash cans on site.  
By 9 am

Cleaning and Disinfecting  
Fixtures

Daily, all sinks, toilets, and urinals will be thoroughly cleaned and disinfected using approved cleaners and disinfectants, no bleach or ammonia. Fixtures will be wiped dry after cleaning. Total and thorough cleaning shall be completed by 9:00 a.m. each day. By 9 am

Scrubbing and Disinfecting  
Walls, Ledges, Partitions, etc.

Once per month, hose down and scrub with a bristle brush all interior utilizing an approved cleaning product, wipe dry. No bleach or ammonia shall be used. If unsanitary conditions exist prior to monthly service, address them immediately at no additional cost to the City. By 9 am

Sweeping and Disinfecting  
Floors

Daily, floor will be swept clean and hosed down utilizing an approved cleaning and disinfecting product. No bleach or ammonia shall be used. Sweeping first is mandatory to prevent clogging drains. Squeegee or mop floor dry to reduce surface water. Wet floor signs shall be used. Remove any debris from drain tops. By 9 am

De-scaling / Polishing Fixtures	Once per month, quality materials and proper techniques shall be used to remove and prevent formation of incrustations, mineral deposits, permanent stains, etc. on any restroom fixtures. All will be rinsed and dried after treatment. By 9 am
Graffiti Control	Prompt remedial action as necessary to maintain facilities in optimum condition. Invoice extraordinary labor hours / materials. By 9 am
Re-filling Paper Products and Filling Soap Dispensers	Daily, all toilet tissue holders and soap dispensers shall be filled completely. All products and cleaning tools shall be furnished and absorbed by the Contractor and be part of bid. Contractor can store supplies (at their own risk) in adjacent storeroom. By 9 am

**Category XIII: Concrete Brow Ditch**

Debris Removal	Once per year, to ensure proper function of drainage ditch and to remain in compliance with the City's Best Management Practices (BMP) for Storm Water Pollution Prevention. See Section II-N under Specific Provisions for link to Municipal Code 43.03 Stormwater Management and Discharge Control. All soil, leaves, and other debris shall be removed to ensure proper water flow.
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**Category XIV: Library and Fire Stations -- Tierrasanta Branch Library**

Supervisory Inspection	The non-working supervisor shall inspect <u>all</u> areas under the contract a minimum of once per week and submit a written punch list of deficiencies. All major problems shall be reported to the Contract Administrator within twenty-four (24) hours.
Irrigation	As necessary to promote healthy plant material.



Irrigation Inspection	One (1) time per week, all systems (including drip) are to be thoroughly inspected to ensure complete electronic/solar/battery 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 Contract Administrator.
Maintenance and Repair of Irrigation Systems	As needed, to ensure proper operation of irrigation systems.
Litter Removal	Three (3) times per week by 9:00 am to keep all areas litter free. Includes litter pick-up and dumping trash cans and replacing with new liner.
Weed Removal	Two (2) times per month, to maintain areas in a weed free condition. <i>Every other week</i>
Mowing / Edging and Weed Whipping	One (1) time per week, March 1 through November 30. Once every other week December 1 through February 28/29. Sweeping is mandatory if excessive amounts of grass remains after mowing. Edging and weed whipping are to be done every mow time to remove <u>all</u> overgrown grasses.
Pruning / Edging Shrubs and Groundcover	Four (4) times per year, to shape, train, and prevent encroachment into public thoroughfare/sidewalk, landscape walk or into other plant material and to ensure clear visibility. Includes deadheading.
Pruning – Trees	Two (2) times per year, to shape, train, and prevent encroachment into public thoroughfare/sidewalk or into other plant material, and to ensure clear visibility of all street signs and traffic signals. All sucker growth is to be removed. Prune to correct hazards and to remove all dead, diseased, or damaged limbs, as well as those limbs crossing or competing.
Fertilization – Complete	Six (6) times per year to promote healthy plant growth: January, March, May, July, September and November: January, March and May applications shall be Best Super Turf 25-5-5

Fertilization – Complete (cont.)	July application shall be Gro-Power Plus 5-3-1. November and January application shall be Best Nitra King 19-4-4
Mulch all Landscaped Areas	One (1) time per year in February – April. 2” depth
Plant Replacement	As deemed necessary by Contract Administrator to replace plant material damaged or killed due to Contractor’s negligence.
Renovation	Once a year, in June or July, to ensure turf health. Renovation shall be accomplished in conjunction with fertilization.
Aerification	Two (2) times per year, in March and October, to ensure turf health. Aerification shall be accomplished prior to fertilization.
Overseeding	Once per year in October. Perennial Rye. 1- lb per 1,000 sq. ft.
Pest Control	Prompt remedial action as necessary to maintain plant materials in optimum condition.
Refresh Paint on Brown Irrigation Controller Cabinets	Once per year in June.
Sweeping – Hardscape	Once per week, in conjunction with mow schedule, to keep all hardscape free of dirt, sand, leaves, pine needles and other debris. Includes parking lot and gutters.

**Category XV(a): Other (Park Acreage Undeveloped)**

Litter Removal	Once per year, to keep areas litter free.
Litter Removal at Road Runner Overlook Area	<u>Roadrunner Park and Associated Trails:</u> Once per month, Roadrunner Park 80 ft. along Santo Road and the portion adjacent to Farb School, including trail leading to view point and bench. Trash Container to be dumped and liner replaced.

Trail Clearance

Once per year, April, May or June depending on rainfall that year, to keep trail safe and clear. Trail to be cleared 1-2 ft. back from trail edges (both sides) for pedestrian safety and snake issues. Weeds and brush must be cleared carefully respecting wildlife. Areas near benches will be weed-whipped so that benches are clear of weeds 5 ft. in any direction. Includes keeping fence lines clear of weeds and other vegetation. Bird Nesting Season from March 15 thru September 1 of every year will dictate equipment use and noise level/noise duration allowed.

**Category XV(b): Other (Mission Trails Regional Park Trash Receptacles)**

Empty four (4) Trash Receptacles

Once per week. Additional receptacles may be installed. Includes ground litter adjacent and new liners.

**D. QUALITY OF WORK**

All work shall be performed in accordance with the best landscape maintenance practices, and shall be in keeping with the high aesthetic level of the facilities being maintained. The Contract Administrator shall periodically inspect all maintenance operations and approve or reject the work performed and methods or materials used.

**E. CONTRACTOR'S RESPONSIBILITIES**

**Company Representative**

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

**1. Emergency Calls**

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

Emergency calls relating to irrigation shall be referred to the Contractor. A twenty-four (24) hour emergency telephone number shall be provided by the Contractor for this purpose.

2. Reporting of Damages

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

3. Staffing

a. Supervision

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

A minimum of one (1) qualified field supervisor shall be on the job at all times work is being performed to provide the necessary supervision to ensure work is completed as specified under the contract. This field supervisor must have at least five (5) years of experience with implementing and maintaining habitat enhancement projects and personnel, on a site of comparable acreage and plant material. A resume of the assigned field supervisor must be submitted upon request. Payroll records may be utilized to verify experience. The field supervisor must be employed by the successful Bidder at the time this contract is awarded. Any changes in field supervisors must be submitted in writing to the Contract Administrator.

In addition, the supervisor shall inspect all areas under the contract a minimum of once a week. These inspections shall include a written punch list (to be completed by the non-working supervisor) of deficient items and dates of correction. Punch lists are to be given to the Contract Administrator on a weekly basis. Date and time to be determined by the Contract Administrator upon award.

4. Physical Ability to Perform Work

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

5. Proper Conduct

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

6. Uniforms

Landscaping staff shall work in neat and clean uniforms. The Contractor will furnish their employees with a shirt, or some other type of upper body wear, bearing the company's identification (a safety vest with the company identification on back will be considered as an adequate company identifier).

Appropriate uniform shall be worn at all times, while on the job site. Failure to do so may result in termination of contract.

7. Removal of Employee

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

8. Communication Skills

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

9. Repairs to Existing Facilities

- a. 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 work under this specification during the term of the contract shall be repaired or replaced in kind and in an approved manner. All work of this kind shall be performed by the Contractor at no cost to the City, and shall be as directed by the Contract Administrator.

Repairs to facilities shall be made immediately after damage or alteration occurs, unless otherwise directed. A comprehensive testing and check of all irrigation systems shall be made approximately thirty (30) days prior to the end of the contract, and any repairs deemed the responsibility of the Contractor shall be made by the Contractor prior to the end of the contract. If repairs are not made by the Contractor to the satisfaction of the Contract Administrator, deductions shall be made from the contract payment in the amount to cover the cost of repairs, as determined by the Contract Administrator.

- b. All portions of existing structures or facilities, including irrigation systems, which are damaged or altered by vandalism or theft shall, as directed by the Contract Administrator, be repaired or replaced in kind and in an approved manner. All work of this kind shall be performed by the Contractor. Authorization from the Contract Administrator must be obtained before repairs to the facilities are made, unless otherwise directed. The City will pay for materials and labor due to vandalism.
- c. The Contract Administrator shall be notified within twenty-four (24) hours of any damage caused by accident, vandalism, or theft. Time and date stamped voice mail is available on a twenty-four (24) hour basis.

- d. The Contractor shall keep controller and valve boxes clear of soil and debris and shall maintain the irrigation system at no additional cost to the City, including replacement, repair, adjustment, raising or lowering, straightening and any other operation required for the continued proper operation of the system from the “cold” side of the water meter throughout the work site. 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. Any replacement must conform to the type and kind of existing system. Any deviation must be approved in writing by the Contract Administrator.
- e. The City will pay for repairs to facilities damaged by vandalism or theft upon receipt of an approved invoice from the Contractor itemizing the labor and materials involved. Compensation for materials shall be the wholesale cost of the items involved plus ten percent (10%) for the Contractor’s cost of handling. Compensation for labor shall be for the allowable repair times specified below using the labor rate specified on the proposal form.

<u>Repairs to Sprinkler Irrigation Systems and Water Lines</u>	<u>Allowable 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

10. Maintenance of Controller Cabinets and Battery Numbers

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. Contractor shall be responsible for light bulb replacements in controller cabinets, as necessary.

11. Operation of Automatic Irrigation Controllers

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

- a. Not duplicate any coded City key furnished by the City of access and operation of the controller.
- b. Surrender all keys furnished by the City, promptly at the end of the contract period, or at any time deemed necessary by the Contract Administrator to prevent serious loss to the City of San Diego.
- c. Protect the security of the City's property by keeping controller cabinet and building doors locked at all times.
- d. Refrain from using premises behind locked doors for storage of materials, supplies, or tools except as approved by the Contract Administrator.

12. Safety Requirements

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

13. Hazardous Conditions

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

14. Hazardous Wastes Disposal Procedure

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

1. Cordon off the area where the material has been found, to the extent possible.
2. Immediately call 911 (Fire Department) and provide all relevant information possible:
  - a. Finder's name and company;
  - b. Specific location of material;
  - c. 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

- 3. Inform the appropriate supervisor and the City Contract Administrator as soon as possible.
- 4. Remain at site until the Fire Department arrives.
- 5. Do not move, touch, or sniff any of the material.

#### 15. Use of Chemicals

The Contractor shall submit sample labels and Material Safety Data Sheets for all chemical herbicides, rodenticides, and pesticides proposed for use under this contract for approval by the Contract Administrator. Materials included shall be limited to chemicals approved by the State of California Department of Agriculture. The use of any chemical shall be based on the recommendations of a licensed pest control advisor. Annual PCA Pesticide Recommendations are required for each pesticide proposed to be used under this contract for this specific site and shall be submitted to the Contract Administrator. The use of chemicals shall conform to the current San Diego County Department of Agriculture regulations. No chemical herbicide, rodenticide, or pesticide shall be applied until its use is approved, in writing, by the Contract Administrator as appropriate for the purpose and area proposed.

A Monthly Pesticide Use Report shall be submitted monthly with the Contractor's invoices for payment. This report shall include a statement of all applications of herbicides, rodenticides, and pesticides, detailing the chemical used, undiluted quantity, rate of application, are in which used, applicator's name and the date and purpose of the application. For months in which no pesticides are applied, state "No Pesticide Used" on the Monthly Pesticide Use Report.

#### 16. 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.

##### b. Litter Pick-Up

In all areas covered by this contract, litter, including bottles, glass, cans, paper, cardboard, fecal matter, leaves, branches (any type and regardless of size), metallic items, cigarette butts, and other debris, shall be removed as



shown in the Service Frequencies Schedule. The Contractor shall be responsible for paying any and all fees associated with the disposal of debris or trash accumulated under the terms of this contract.

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.

F. FAILURE TO PERFORM SATISFACTORILY

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

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

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

G. PAYMENTS WITHHELD

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

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

4. A reasonable doubt that the contract can be completed for the balance then unpaid.

#### H. INVOICING PROCEDURES

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

One (1) invoice identified as the original invoice and one (1) identified invoice copy shall be submitted by the 10<sup>th</sup> of the following month work was performed. The invoice shall reference the purchase order number, include a description of the work performed by location.

Any extra-ordinary work to include the location work was performed shall be provided and Contractor must attach written authorization from Contract Administrator approving extra-ordinary work. Failure to do so will result in payment being withheld for such services.

A Monthly Pesticide Use Report shall also be submitted in accordance with Section III, paragraph E, item 16, Use of Chemicals. This report shall accompany the above invoice.

#### I. GRAFFITI

Contractor may charge extra for materials to remove or eradicate graffiti. Graffiti shall be addressed by the Contractor within forty-eight (48) hours of notice or observation. The Contractor shall notify the Contract Administrator and receive an Extra Labor Authorization prior to removing the graffiti.

#### J. WATER CONSERVATION

Water conservation shall be diligently practiced. Irrigation shall be done in a manner to minimize run-off or other wastage. Irrigation water shall not leave the property due to drainage onto adjacent properties or public roadways or gutters. The Contractor shall turn off irrigation systems during periods of rainfall and at such other times when suspension or irrigation is desirable to conserve water and to remain within the guidelines of good horticultural acceptable landscape maintenance practices. Irrigation run times shall be adjusted weekly to compensate for current weather conditions (unless/until a weather based controller is installed). The Contractor shall comply at all times with the current level of the Emergency Water Regulations. Failure to properly manage and conserve water resources may result in deductions or other penalties.

K. IRRIGATION WATER - COSTS

The City of San Diego shall bear all the costs for water used in the maintenance of sites covered by this contract, with the exception of negligent water waste, which will be charged to the Contractor.

L. RECLAIMED WATER

Reclaimed water is used to irrigate the landscaped areas in this contract. The Contractor is required to adhere to all rules and regulations for reclaimed water use in the City.

In accordance with the Regional Water Quality Control Board, the on-site Field Supervisor must have a Recycled Water Site Supervisor Certification. In addition, the City requires the Irrigation Specialist to possess the same certification. Proof of the above certification must be provided to the Contract Administrator at time of award.

The County Department of Health conducts quarterly inspections of all faucets and sprinkler heads, and checks for compliance with recycled water regulations.

#### IV. LANDSCAPE MAINTENANCE SPECIFICATIONS

##### SCOPE

Complete landscape maintenance of all contract areas including, but not limited to, 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 aerification; sweeping; maintenance and repairs of picnic and playground equipment, pathways, irrigation, and drainage systems; and all other maintenance required to maintain the areas included in this contract in safe, attractive and useable condition and to maintain the plant material in good condition with horticultural acceptable growth and color.

##### A. SCHEDULING OF WORK

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. Exceptions may be made to normal working hours where incidence of use may be too great during the hours specified to allow for proper maintenance. The Contract Administrator may grant, on an individual basis, permission to perform contract maintenance at other hours. No maintenance functions that generate excess noise, e.g., operations of power equipment which would cause annoyance to residents of the area, shall be commenced before 8:00 a.m. The Contractor shall establish an annual schedule of work to be followed in the performance of this contract.

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

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

In addition, a special notification listing exact start date for fertilization, renovation, aerification, and other infrequent operations shall be furnished to the Contract Administrator at least ten (10) working days in advance of performing these operations.

##### B. 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 Contract Administrator within twenty-four (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 Section III, paragraph K.

Irrigation shall be accomplished as follows:

- a. Landscaped improved banks and slopes shall be irrigated as required in accordance with current watering regulations written in specifications to maintain horticultural acceptable growth and color, and to encourage deep rooting.
- b. Shrub beds shall be irrigated as required to maintain horticultural 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. Prior approval is required from the Contract Administrator to exceed watering regulations per Municipal Code 67.3806 governing Drought Level 2 – Drought Alert Conditions. Watering regulations are subject to change during the term of this contract.

## 2. Pruning Shrubs and Groundcover Plants

All shrubs and groundcover plants growing in the work areas shall be pruned as required to maintain plants in a healthy, growing condition; to maintain plant growth within reasonable bounds; and to prevent encroachment of passage ways, walks, streets, or view of signs; or encroachment in any manner deemed objectionable by the Contract Administrator. Dead or damaged limbs shall be removed with sharp pruning tools, with no stubs remaining. Any pruning cut which exceeds 2" in diameter shall be sealed with an approved pruning paint

when required by the Contract Administrator. Pruning shall be done so as to permit plants to grow naturally in accordance with their normal growth characteristics except where box hedging is required by the Contract Administrator. Shearing, hedging or severe pruning of plants, unless authorized by the Contract Administrator, shall not be permitted. 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 Contract Administrator. The Contractor shall, as part of this contract, be responsible for tree pruning that can be accomplished with a 12' pole saw by a worker standing on the ground. Trees shall not be topped. The Contractor shall bring to the attention of the Contract Administrator within twenty-four (24) hours any tree that shows signs of root heaving or leaning, or is in any manner a safety hazard.

The Contractor shall be responsible for the complete removal and replacement of those trees lost due to Contractor's faulty maintenance or negligence, as determined by the Contract Administrator. Replacement shall be made by the Contractor in the kind and size of tree determined by the Contract Administrator. Where there is a difference in value between the tree lost and the replacement tree, the difference will be deducted from the contract payment. In all cases, the value of the tree lost shall be determined by the Contract Administrator, using the latest International Society of Arboriculture (I.S.A.) guidelines for value determination.

- b. All newly planted trees shall be securely staked with two (2) "lodge pole" type stakes placed on opposite sides of the tree, outside the root ball, and secured to the tree with at least two (2) flexible rubber tree ties.
- 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 any and all fees associated with the disposal of tree debris under the terms of this contract.

4. Fertilization

The Contractor shall inform the Contract Administrator at least forty-eight (48) hours before beginning any fertilization and shall have previously submitted a Material Safety Data Sheet (MSDS), 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 paragraph or in the following paragraphs. The fertilization schedule, regardless of its intensity, timing, or the number of sites covered daily or weekly, shall not excuse the Contractor from performing any other work regularly required under this contract.

Fertilizer shall be delivered to the site only in the original unopened containers bearing the manufacturer's guaranteed analysis. Damaged packages will not be accepted. The Contractor shall furnish the Contract Administrator with duplicate signed, 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 to be retained by the City and the Contractor's copy must be signed by the Contract Administrator, on site, before any material may be used.

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

Fertilizers shall be applied at the rates specified below:

- \* One (1) pound of actual nitrogen per 1,000 square feet of planted area shall be applied to shrubs, vines, groundcovers, and trees as specified.

*Add Turf to list of plants*

Acceptable complete fertilizers include, but are not limited to: Tru-Green 22-2-11, Nitra King 22-3-9-(S), Turf Supreme 16-6-8, Turf Supreme and Best Super Turf (for September fertilization). Acceptable organic fertilizers include, but are not limited to, Milorganite or Gro-Power, which have been processed to remove excess levels of salt.

*Remind*

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

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 Contract Administrator may restrict the use of chemical weed control in certain areas.

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

6. Disease and Pest Control

The Contractor shall regularly inspect all landscaped areas for presence of disease, insect, or rodent infestation. The Contractor shall advise the Contract Administrator within four (4) days if disease, insect, or rodent infestation is found; Contractor shall identify the disease, insect, or rodent and specify control measures to be taken. Upon approval of the Contract Administrator, the Contractor shall implement the approved control measures, exercising extreme caution in the application of all sprays, dusts, or other materials utilized. Approved control measures shall be continued until the disease, insect or rodent is controlled to the satisfaction of the Contract Administrator. The Contractor shall utilize all safeguards necessary during disease, insects, or rodent control operations to ensure safety of the public and the employees of the Contractor, in accordance with current standard practices accepted by the State of California Department of Food and Agriculture. If Contractor is unable to control the pest or disease, a pest control company will be hired and the billing will be deducted from Contractor's monthly payment.

All individuals who supervise the mixing and application of herbicides, pesticides, and rodenticides shall possess valid Qualified Applicators Certificate for Category B issued to them by the State Department of Food and Agriculture and submit to the Contract Administrator within thirty (30) days of expiration a copy of the valid certificate.

7. Replacement of Plant Material

The Contractor shall notify the Contract Administrator within four (4) days of the loss of plant material due to any cause.

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

Any plant damaged or lost through vehicular damage, theft, or vandalism shall be replaced in kind and size as approved by the Contract Administrator. The City will pay for labor at the Contractor's extraordinary labor rate. Plant material shall



be reimbursed to the Contractor at the wholesale cost of the plants required plus 10% for the Contractor's cost of handling.

In order to ensure maximum healthy growth and overall aesthetic appearance of planting in the work area, it may be desirable to replace certain plants. The necessity or desirability of such plant replacement shall be determined by the Contract Administrator. Where such plant replacements are to be made, the City will pay for labor at the Contractor's extraordinary labor rate. Plant material shall be reimbursed to the Contractor at the wholesale cost of the plants required plus 10% for the Contractor's cost of handling.

8. Turf Grass Mowing

Mowing Equipment

Mowers shall be maintained so as to provide a smooth, even cut without tearing. The blade adjustment shall provide a uniform, level cut without ridges or depressions. The mower blades shall be kept sharp. Equipment shall not be allowed to create ruts or depressions in the turf.

Frequency

Turf shall be mowed in accordance with the Service Frequencies.

Mowing shall be performed so that no more than one-third (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. Inclement weather may preclude adherence to the frequency schedule; the Contractor may request that the Contract Administrator alter mowing frequency because of rain or prolonged cold. A missed mowing cannot be "made up" by mowing twice in the subsequent week(s).

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

9. Turf Grass Edging

Method

All turf shall be edged adjacent to all improved surfaces; where no improved surfaces exist, turf edges shall be maintained if the turf area abuts a shrub bed or property line or any other area where turf delineation is required by the Contract Administrator. All edging must have a clean cut with the cut perpendicular to the hard surface and not removed from it. Edging shall include all fixtures (e.g., fire

hydrants, manhole covers, meter boxes, valve boxes, quick couplers, gate valves). Chemical edging is unacceptable.

#### Frequency

All turf shall be edged as specified in Service Frequencies.

### 10. Turf Grass Renovation and Aerification

#### Renovation

Renovation shall be the operation approved by the Contract Administrator that removes accumulated thatch from turf areas. A schedule of equipment to be utilized by the Contractor shall be submitted to the Contract Administrator at least ten (10) days prior to beginning work. Refuse generated from renovation shall be removed from the work site no later than the day following renovation. Thatch and other debris left on the site overnight shall be completely contained in bags or burlap sheets so that it does not migrate to adjacent areas. A work schedule shall also be submitted showing the site, date, and time the actual operation is to be performed, and the Contractor shall not begin the actual renovation until approval is given by the Contract Administrator for the type of equipment and work schedule. The Contract Administrator may delete the renovation requirement from a particular site.

#### Aerification

All turf areas shall be aerified by core removal to a depth of 2" in accordance with the Service Frequencies. Under adverse conditions or where turf is suffering from compaction due to high use, aerification may be necessary at more frequent intervals. The frequency interval shall be as required to promote healthy, vigorous growth. A schedule of aerification equipment to be used shall be submitted to the Contract Administrator ten (10) 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.

### 11. 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 stolens 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 (2) 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.

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.

Edging

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

Pruning

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

Replanting

Replanting will be required to maintain the continuity of the groundcover area, and replacements shall be as approved by the Contract Administrator, according to Section IV, paragraph C, item 7, Replacement of Plant Material.

Cultivation

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

12. Facility Maintenance

Sidewalks and Paved Areas (Including Paved Center Islands)

All sidewalks and other paved surfaces shall be maintained in a safe, non-hazardous, and useable condition at all times. The Contractor shall remove fecal matter, stones, glass, paper, leaves, twigs, and all other debris from paved areas. Any damage or repairs required shall be reported within twenty-four (24) hours to the Contract Administrator. See Service Frequencies Schedule.

Playground Equipment

The Contractor shall maintain all play and picnic equipment in a clean and safe condition at all times. The Contractor shall remove trash, foreign substances,

cobblestones, dangerous objects, and other debris from the area. Any damage to or malfunction of picnic or play equipment shall be reported within twenty-four (24) hours to the Contract Administrator.

#### Repair of Damage or Malfunction

Damage to or malfunction of any facility not specifically provided for shall be reported within twenty-four (24) hours to the Contract Administrator.

Repairs necessary to correct damaged, malfunction, or an otherwise unsatisfactory condition not a result of Contractor's negligence shall be performed by the City.

### 13. Inspection

The Contractor shall provide comprehensive ongoing inspection of the job site(s). This inspection shall be performed by the field supervisor as well as a non-working supervisor who shall provide the Contract Administrator with a written punch list each week of items requiring remedial action or attention together with dates when the required work will be performed. Failure to provide such a punch list will indicate that no remedial action is required and that all work has been performed in accordance with the contract specifications.

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

### 14. Site Inspection and Turnover

- a. Approximately thirty (30) days prior to the end of the contract period, the Contract Administrator will inspect the contract sites with the current Contractor to ensure that sites are turned over at the end of the contract period in a condition that conforms to the contract specifications. If a new Contractor is to perform thereafter, the new Contractor shall be a part of the inspection party. Any deficiencies found in the specified maintenance level shall be noted and presented to the current Contractor in writing. The City shall be the sole judge as to what constitutes a deficiency. The current Contractor shall correct all deficiencies noted by the end of the contract period. If the current Contractor fails to correct the noted deficiencies and turns over the contract sites in an unacceptable condition, as determined by the Contract Administrator, the City will correct the deficiencies that remain. All costs incurred by the City to correct deficiencies will be deducted from the current Contractor's final payment. The City shall be the sole judge as to what constitutes a reasonable cost for work authorized.

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

15. Traffic Control Plans

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

V. SPECIFICATIONS UNIQUE TO THIS CONTRACT

This Maintenance Assessment District is very large. It consists of approximately 907 total acres of area to maintain in this contract. Some of the areas require an extremely high level of maintenance and in other areas, the maintenance is minimal or 'as needed'. Areas include acreage in: open space (developed and undeveloped), four City parks which include developed and undeveloped acreage, center medians landscaped and center medians paved/hardscaped only, right-of-ways developed and undeveloped, one City library, six (6) San Diego Unified School District Joint-Use athletic fields, many miles of brow ditches and gutters, 2 comfort stations and miscellaneous other amenities throughout the boundaries of the Maintenance Assessment District (MAD).

There are many open space access / look-out locations in this community, some are developed and others are not. Maps and/or descriptions of open space access/trailhead locations will be provided at the pre-bid conference and/or included in the wording of the contract.

The dozens of turf acres in this contract requires a high level of routine maintenance. Turf areas include: turfed rights-of-way, MAD pocket parks (enhanced open space), City (General Fund) parks, City library and San Diego Unified School District joint-use fields.

The "condition" of the 'undeveloped' acreage/areas in this contract shall be accepted as it is existing upon award. There will be no extra labor hours authorized for pre-existing conditions due to the extensiveness of these areas. Brow ditch cleaning, exotic weed removal, litter removal and trail / walkway issues are accepted as existing at time of award.

ESTIMATED HOURS

25,945

12.47 guys

City Staff recommends a minimum of ~~32,103~~ annual hours (including an on-site supervisor, an irrigation specialist and a non-working supervisor needed to fulfill all routine task frequencies under this contract. Contractor shall recognize that all hours listed on the Schedule of Task Costs are based on historical data and observation. The full time labor hours above are to be considered the City's minimum required hours to accomplish all tasks in a satisfactory manner. Each task will be evaluated separately for estimated proper labor coverage. If after the award of Contract Administrator and Awarded Contractor agree that an improved means or method of completion of task is in order, Contract Administrator shall redirect labor hours to different task which needs additional care.

Contractor shall have on the job site at all times, competent supervisors (may be working supervisors) capable of discussing all matters pertaining to this contract with the Contract Administrator.

Field Supervisor must have a minimum of five (5) years of experience overseeing all phases of landscape maintenance and personnel for a site of comparable square footage/acreage, scope of work and plant materials, both ornamental and CA native. This individual must be able to communicate effectively with the Contract Administrator and

Staffing

with public citizens. The on-site supervisor shall have a cell phone in their possession for communication with the Contract Administrator. Field Supervisor shall have skills in identifying ornamental trees, shrubs and groundcover, common and exotic weeds and California native plants for proper maintenance of all areas.

Adequate personnel must be assigned full time to this contract Monday through Friday, and includes a full-time on-site field supervisor, mow crew, full-time irrigation technician, at least a  $\frac{3}{4}$  time herbicide applicator and a well manned and well equipped crew to perform all other work. Adequate staffing must also be provided for the Saturday and Sunday and holiday restroom cleaning. Special events may require a stand-by staff for certain maintenance, including litter, trash and restroom cleaning. This will be an additional service paid thru Extra Labor hours.

The Monday through Friday full-time crew shall not be taken away from their routine work schedule to complete the extra labor / miscellaneous projects. Exceptions include graffiti control, illegal dump pick-up, planting replacement plants and/or annual color or specific litter or other clean-up situations beyond the routine litter or maintenance requirements of this contract. If questions, contact the Contract Administrator.

The working supervisor, the irrigation technician and at least one laborer shall be able to communicate in English both verbally and in writing. These staff members must be part of the Monday through Friday full-time staff.

The Irrigation Technician on site shall not serve as the Field Supervisor. This individual must have at least five (5) years experience with all aspects of irrigation system installation and maintenance to assure that all components are maintained in operable condition at all times.

#### A. EQUIPMENT

The following equipment is required, (list on the "Bidders Statement of Available Equipment"):

1. Mowing equipment, (both reel and rotary type), adequate for efficient and timely mowing of all areas, including large areas of ball fields and parks and long stretches of rights-of-way. Small mowers are necessary for those small turf areas around the pool building, small pocket parks and ball-field infields.
  - One (1) Turf Sweeper
  - One (1) Tractor (front loader)
  - One (1) Turf Renovator (verticutter)
  - One (1) Turf Aerifier (core extractor)
  - One (1) Tractor Driven Fertilizer Spreader

- One (1) Sprayer and Boom (50 gallon/100 gallon capacity)
- Adequate number of trucks for daily use in the Tierrasanta M.A.D. A minimum of six (6) trucks (large and small) for daily use is recommended.
- Two (2) Chain Saws
- One (1) Boat, no motor (small inflatable or row type)
- Numerous Power and Manual Tools including: Edgers, Blowers, Weed whips, Backpack Sprayers, small Fertilizer Spreaders, Pruning Tools, rakes for sand and fibar spreading and all other hand tools necessary to accomplish the maintenance requirements.
- One (1) Dump Truck

2. The following equipment is highly desirable:

- One (1) Small Bobcat to spread mulch and move infield dirt and other materials for special projects
- One (1) Stump grinder
- One (1) Chipper

A metal detector and bolt cutters, purchased by the community, shall be stored at the Contractor's office for Tierrasanta use only. If either is lost or damaged due to Contractor's negligence, the Contractor will be responsible for replacement. It is an ordinance safety requirement that a metal detector shall always be used when digging new holes for sign posts or fencing, new irrigation components, etc. in areas where these are not currently existing.

The Field Supervisor shall carry a cell phone at all times. A camera is necessary to record damage, graffiti, broken park amenities, damaged sidewalks, damage to private property, etc.

3. Skilled Equipment Operators

All of the equipment used on this contract, whether it be for routine or special projects, must be operated by skilled personnel.

4. Irrigation

The irrigation systems vary; some are automatic, some manual and others are a hose bid or quick coupler. The irrigation controllers are a combination of electric, solar and battery operated. There are at least fifty-five (55) controllers and controller cabinets throughout this Maintenance Assessment District. There are at



least seventy-two (72) separate water meters, not including the school fields, parks and library.

5. Fertilization

Fertilizer shall be watered in on the same day as application. Landscaping with drip irrigation systems will be watered in using quick couplers and hoses.

6. Trash Receptacles

Numerous trash cans exist in the parks, rights-of-way, developed and undeveloped open space, etc. Some are stand alone while others are within a concrete container. Additional trash cans may be added, others to be removed at no additional cost to the City with exception of the Mission Trails Regional Park Trash Receptacles Category. Plastic bags will be used in all trash cans at no charge to the City. All trash cans/trash receptacles will be emptied each time 'litter removal' is performed. Trash cans emptied with Category XIV (b) includes picking up all litter at the ground immediately near the cans.

7. Renovation

Turf renovations, although scheduled for the summer, may be completed in the fall or spring depending on scheduled events or other situations which may arise. Sufficient notice of any schedule change shall be provided. Renovations and/or turf over-seeding may also be cancelled or 'deleted' from the annual maintenance. If this occurs, invoices will be adjusted accordingly to reflect this.

8. 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. It is always a better choice to sweep where people and cars are present. Blower use limited is in the native open space during bird nesting season March 15 through September 1 of every year. Duration of noise will be limited to 15 minutes of continuous noise, with a 15 minute cease, then continue, cease, etc in California Gnatcatcher breeding habitat.

9. Joint-Use Fields

Maintenance for the six (6) joint-use fields shall be scheduled around the school's use. Special maintenance schedules exist for mowing and field closures. The "Healthy Schools Act" limits the use of any pesticide on a regular basis. On occasion, we will send notices out and post areas for a pesticide application. Weed removal will consist of manual controls, except when directed by the Contract Administrator. Plan for much manual weed control.

Contractor accepts condition of ball fields "as is" upon award of this contract. In addition to the above specified, the playing surfaces (including any decomposed

granite areas) will be kept in a safe and playable condition at all times. Ruts, holes and all areas of high usage will be kept level using DG or top soil as existing dictates. Sprinklers and other irrigation components will be kept to grade so there are no depressions with nothing set above or below grade or trip hazards. Grasses will be controlled / kept out of dirt / skinned areas and not allowed to encroach. Wire grass will be controlled.

10. Tierrasanta Community Park, De Portola Field and other Parks

The Tierrasanta Community Park and De Portola are the busiest facilities requiring maintenance to be scheduled around park users and field Permittee's.

Again, special maintenance schedules exist for mowing and field closures at all school sites and at Community Park. Mowing and other high maintenance services at Community Park must be completed by 11:00 a.m. due to high usage. All Joint-Use Fields and the Community Park have at least one field closure per year as assigned by the Recreation Council. During this period, major repairs, etc. shall be performed. As some of the closure periods overlap, it is very important that the Contractor have adequate staffing to address immediately any maintenance repairs required within the closure period and allow the field to rest. Due to events, mostly on the weekends, watering schedules need to be frequently adjusted or turned off in order for the field to be 'dry' for the event. Playing catch-up after the event is done is commonplace and 'extra' water will need to be applied.

Rototilling of Tot Lot sand at all parks shall be completed in January, March, May, July, September and November. Additional rototilling may be required. Additionally, note task in service frequencies which require five (5) times per week sweeping / blowing of adjacent sidewalks to tot lots as these areas get very sand and slippery. Use a shovel if necessary. Sometimes the tot lot at Villa Norte Park will need pumped of excessive rain water under the swings due to poor drainage. You will need to absorb the cost of labor and equipment for this. This is too hard to predict, but a few days of rain will usually result in standing water.

11. Comfort Stations at Tierrasanta Community Park and DePortola Joint-Use Field

Graffiti shall be removed as it occurs on both the inside and outside of the comfort station. Sometimes painting over the graffiti is best. City will provide the paint. 'City Tan' paint is usually used. Contractor shall supply and absorb the cost of all equipment, materials and soap/paper products required to maintain the comfort station in accordance with the bid specifications. Tierrasanta Community Park shall be cleaned 7 days per week and most holidays. DePortola comfort station will be cleaned 2 days per week routinely on Monday and Friday and additional days as requested by Contract Administrator. Use depends on permits issued, special requests and need.

Contractor, upon observing any electrical malfunctions, plumbing issues, leaking faucets, toilets, urinals, broken doors, dangling sinks, etc. in the restrooms or storage rooms, shall notify the City's Facilities Maintenance emergency services at (619) 527-7660. The site address of the Tierrasanta Recreation Center Comfort Station, Facility #1314 located at 11220 Clairemont Mesa Boulevard, SD 92124. The DePortola Field is located at 11010 Clairemont Mesa Blvd., SD 92124. This emergency line is available seven (7) days per week, twenty-four (24) hours per day. Contract Administrator shall be notified immediately of any issue concerning these facilities. Contractor is to also notify Recreation Center staff.

#### 12. Pond Maintenance

Inspection of the Pond for problems shall be done 3 times per week when the litter and dumping of the cans is performed. This includes visually noticing if the aerification is operating as it should be. If many dead fish or much trash is noticed, contractor shall make arrangements within 24-hours to remove that which does not belong in the pond. Litter from perimeter areas of the pond shall be removed two (2) times per week. Contractor is required to provide a 'rowboat' of some kind for access into the pond if necessary. No motors of any kind are allowed due to environmental sensitive areas, bird nesting, etc. The City has a maintenance contractor for the pond. However, the Contractor awarded this contract may be asked to remove trash, dead fish, etc., from the water in the event the City's Contractor is un-available. Additionally, on occasion, the vegetation in the pond is cut and the Contractor may be asked as an "extra labor item" to remove and transport this cut pond vegetation to the dump. Graffiti is often an issue on the spillway part and needs to be addressed immediately. We usually use grey paint here. Additionally, the pond often times is low and will need to be filled to overflow. Specific instructions will be given at time of award, but plan on turning the valve on to fill the pond at least 1 time per week, especially from April through November. Fill valve is located up at Tierrasanta Community Park. Sometimes overflow is allowed for a couple of days. Contract Administrator will provide instructions. Contractor should be Proactive and notice when pond is getting low or has a problem.

#### 13. Mission Trails Regional Park -- Tierrasanta Entrance -- East End CMB

Staging Area parking lot will be dragged 2 times per year to make level, (smooth out ruts, holes, depressions, damage from cars, etc. for public safety). DG may be added as required. Contractor shall absorb the labor to order and spread the DG material and the City will absorb the cost of the materials. Graffiti is an issue here on the retaining wall and the picnic tables. There is a small slope area in the front, just off Clairemont Mesa Blvd. where we have irrigated Native plantings. There are also trash and recycle receptacles. Some are maintained by the MTRP Ranger staff, some by us. We also open the gate in the morning.

14. Area G

This is a restoration site where many residents walk and enjoy the trail area. Numerous trees and shrubs are irrigated. Benches and trash cans, as well as wooden upright posts and Mutt Mitt Dispensers are the amenities. Pampas Grass, Onionweed and rogue Sweet Peas are an issue here and Contractor will need to spray out the onionweed and pampas grass. The Sweet Peas are invasive and need some control until we can get a handle on them. This control is met with resistance from the adjacent homeowners. The trails/service road will be cleared of weeds and grasses two (2) ft. each side for pedestrian safety in April or May. Kids often build bike jumps that will have to be removed as soon as possible. Erosion from Winter rains to the road/trail is chronic, but repairs are an 'Extra'.

15. Wildlife and other Open Space Issues

The open space in Tierrasanta is intended as a wildlife corridor. Rattlesnakes, deer, rabbits, coyotes and many other types of wildlife are indigenous to the area. Contractor must be cautious when working in this community as snakes have been found in the open space often and occasionally in the parks, on ball-fields and center medians. Contractor must be respectful of wildlife and be prepared to be challenged with deer, rabbits, gophers and squirrels that damage the turf and ornamental plantings. Sensitive birds and animal species reside in the canyons and come up onto the developed areas, so reasonable care must be taken to avoid harming, disturbing or damaging them, their nests and their young when maintaining the ornamental areas, trails, open space areas and other places in this maintenance contract. Exception is gopher control that is necessary in the turf and ornamental areas. Trapping is what is authorized unless specific and written permission for baiting is given by Contract Administrator. Contractor may be asked to find, bag and take to dump any dead animal reported in the open space. Snakes and other wildlife will not be killed. All scheduled maintenance is to be discussed with the Contract Administrator prior to commencing work between March and September. Hybrid European Honey Bees/Africanized Bees exist. Bee swarms will be reported to Contract Administrator if they are a public safety issue, but are usually very temporary. Bees or wasps hives permanently located in areas of concern and high public use areas will also be reported to Contract Administrator for likely eradication. As many of the trails are in more remote areas of the community and the access/work to be done is by walking in only, it is usually better to use the buddy system in many of the locations. Additionally, homeless encampments and encroachments shall be reported to the Contract Administrator when they are noticed.

16. Wood Chips

Some of the wood chips generated from the tree maintenance contract stay in the Tierrasanta community and are dumped at various locations throughout. Chips may be used to mulch rights-of-ways and shrub beds maintained. However, there are many there are many instances of illegal dumping of wood chips. Contractor will be required to spread these piles within five (5) working days of written notification (E-mail), by the Contract Administrator. Cost will be at the extraordinary labor rate. No tree company or landscape service is authorized to dump any organic debris in the Tierrasanta Maintenance Assessment District area without written authorization from the Contract Administrator, including the landscape Contractor awarded this contract. Appropriate legal action will be taken for illegal dumping.

17. Mutt Mitts and Dispensers

Mutt Mitts and Dispensers are provided by the City. The supply of cases and dispensers are typically kept at the DePortola Comfort Station. City buys and delivers to storage. Contractor must give the Contract Administrator fourteen (14) days advance notice when bag inventory gets down to two (2) boxes. If a trash receptacle is located on the same post as the dispenser, Contractor shall empty the trash receptacle at the same time the mutt mitt dispenser is refilled. There are approximately twenty (20) dispensers located though-out the M.A.D. areas. More may be added. Installation will be an 'Extra', filling will not.

18. Extra Labor

The use of Extra Labor for miscellaneous projects is extensive and ongoing. There are approximately 8500 extra labor hours built into this contract. The Contractor must have the staffing, experience, equipment and knowledge to perform projects in a timely manner with a quality end product. Some priority projects may need to be done immediately. Examples of projects includes but is not limited to:

- Re-plant and redo entire center medians, (including irrigation systems)
- Sodding large areas on ball-fields to repair during closure period or other times.
- Additional seeding, sodding or planting of annuals, shrubs and trees
- Slope failure repairs
- Locate and repair damaged irrigation services or electrical services, (broken lines, cut wires to controllers and valves, etc.)
- Clean-up of illegal dumps in parks, etc. or transient camps in canyons.
- Removal of encroachments, paint ball stages, forts, bike jumps, etc.
- Remove vegetation from behind private properties

- Spread wood chips
- Apply herbicide, (same day application or applications to resprouts), to stumps as the tree Contractor or Volunteers removes trees and/or invasive vegetation.
- Order and install picnic tables, BBQ's, benches, tot lot materials and concrete trash containers
- Pour concrete pads and grind/repair sidewalks
- Replace irrigation controllers and irrigation controller cabinets
- Assist with special event site preparation to include set-up or clean-up, etc.
- Buff out park sites or other areas for media or other special events. Spur of the moment notice is the norm.
- Assist with Boy/Girl Scout projects/other Volunteer projects, etc. Some of these may include weekend work. You may be asked to hang a bat box or owl box, assist with planting and painting projects, buying materials, invasives removal, herbicide applications, special watering projects, etc.
- Remove ice plant and other unwanted plant material from rights-of-ways and replant with CA natives or CA friendly ornamentals.
- Assist with invasive vegetation removals in the open space and restore large areas of non-native areas or disturbed areas, under the direction of the Contract Administrator.
- Manually water new trees and natives with hoses or hauling water in trucks.
- Other special projects or improvements as required.

Add  
Install permanent  
markers in OS areas  
after a survey,  
has been done  
by Survey Team

19. Invoicing

Contractor shall submit to the Contract Administrator, invoicing that clearly itemizes routine monthly service and authorized miscellaneous extra labor projects for that month in a detailed lay-out per site, i.e. Specific Park or Joint-Use Site, Ballfield, Open Space, etc. This is important so that General Fund Parks and Joint-use sites, Open Space and Library sites are clearly separated for tracking purposes.

Stressed  
this

20. Extra Labor Hours – For Plantings

The following quantities and hourly numbers will be utilized for planting needs. Quantities and hourly numbers listed are based on historical knowledge, practices and standards per the Green Industry and acceptable man-hours per plant sizes. Contractor shall agree to perform any and all planting needs awarded to them as Extraordinary Labor, at the quantities and hourly numbers listed below during the term of this contract. Any and all changes must be approved in writing and in advance by the Contract Administrator.

Planting hours includes all time required for complete plant installation, including but not limited to: prepping site, excavation of plant hole, mixing and addition of soil amendments and fertilizers, removing plant from container regardless of size, plant, construct basins, installation of up to 3 tree stakes, staking and tying, manual watering same day as plant(s) are installed, all clean-up, etc.

<u>Plant Type/Size</u>	<u>Quantity Per Hour</u>
Groundcover per flat	3-4 flats per hour
Shrub/Tree 1-gallon	8-10 plants per hour
Shrub/Tree 5-gallon	3-4 plants per hour
Shrub/Tree 15-gallon	45 minutes per plant
Tree 24" box	4-6 hours per plant
Tree 36" box	12-16 hours per plant

21. Sub Contractors

During the terms of this contract, functions may arise which require the need for professional services associated with the landscape maintenance of the Tierrasanta Maintenance Assessment District (MAD) and associated open space. These functions/services may require various valid licenses, certifications, permits, etc., held by the individual utilized to perform these services. The Contractor shall be required to list any and all Sub Contractors on the Bidder's Statement of Sub Contractors for the disciplines listed below which are beyond the scope of the Contractor's ability to perform.

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

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

Motorized street sweeper maintenance service for gutter sweeping

Concrete, masonry and asphalt work (including slurry, paving, restriping, slump block repairs, retaining wall repairs) as needed with license, certification and permits required to perform the work.

A Contractor capable for all irrigation repairs, which includes electrical services and leak detection services, which requires services performed beyond the Contractor's knowledge, skills and ability.

A certified, licensed and qualified painter for the painting of street/light poles, masonry/block walls and park light poles and fixtures.

A certified, licensed and qualified pond maintenance contractor for the maintenance and enhancements of Dishwasher Pond. Including but not limited to: aquatic plant control and removal, aerification system maintenance and upgrades/repairs and litter/trash/dead animal removal.

A certified, licensed and qualified contractor for steam cleaning services at Tierrasanta parks or other sidewalk areas if/as necessary.

A certified, licensed and qualified QAC/QAL for the application of herbicide to the open space and undeveloped park areas to control or eradicate exotic and/or non-native vegetation.

A certified, licensed and qualified wooden sign manufacturer and installer for the repair, construction and installation of trail, greenbelt and park signs.

A certified, licensed and qualified contractor capable of repairing, resealing, resurfacing, and restriping tennis courts and multi purpose courts.

## 22. Materials

All bidders must be able to verify any and all material costs and quantities they list in their bids. Upon request, bidders shall provide material(s) bid information identifying and verifying various vendors (company name, address, phone number, and contact person) along with cost quotes for each separate material the bidder submits.

City staff estimates the following dollar amounts in annual costs for the listed materials that will be required by the contractor to fulfill all routine task frequencies under this contract, according to pricing at time of award of contract:

- Fertilizer (Complete)
- Fertilizer (Organic)
- Pelleted Gypsum
- Seed
- Paint
- DG/Soil

City staff recommends all bidders include additional material costs (Irrigation, Litter Control, Weed Control, Pest Control, Sweeping, Renovating costs (dumpster, etc.) and other tasks as necessary) on the Schedule of Task Costs. There will be obvious costs associated with these tasks.



VI. FORMS

BIDDER'S REFERENCES

The Bidder is **required** to provide a minimum of three (3) references where work of a similar size and nature was performed within the past three (3) years. This will enable the City of San Diego to judge the responsibility, experience, skill, and business standing of the Bidder.

REFERENCES

Company Name: Tierrasanta M.A.D Contact Name: Jan Eby  
Address: Tierrasanta Phone Number: (619) 685-1354  
Community Fax Number: (619) 685-1362  
Dollar Value of Contract: \$ 450,000.00 Contract Dates: 1980 to present  
Requirements of Contract: Landscape Maintenance of M.A.D.

---

Company Name: Rancho San Diego Contact Name: Carol Johnson  
Address: 10050 Austin Dr. Phone Number: (619) 460-1166  
Spring Valley, CA 91977 Fax Number: (619) 460-9544  
Dollar Value of Contract: \$ 500,000.000 Contract Dates: 1980 to Present  
Requirements of Contract: Landscape Maintenance and extras  
230 acres

---

Company Name: Calavera Hills Contact Name: Helen Yakely  
Address: Carlsbad MaD Phone Number: (760) 603-9404  
Fax Number: (760) 603-9446  
Dollar Value of Contract: \$ 192,000.00 Contract Dates: 2003 to present  
Requirements of Contract: Landscape Maintenance  
111 acres

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**BIDDER'S STATEMENT OF AVAILABLE EQUIPMENT**

The Bidder is **required** to list all necessary equipment to complete the work as specified. The Bidder shall state below the motive, industrial, construction and other equipment which Bidder has or will have available to perform the work under this contract prior to the commencement of the contract. The City of San Diego reserves the right to reject any bid when, in its opinion, the Bidder has not demonstrated they will be properly equipped to perform the work in an efficient, effective manner for the duration of the contract period. In instances where required equipment is not presently owned, the Bidder shall explain how the equipment will be made available prior to commencement of work.

**NOTE:** Add additional pages if necessary.

**Equipment:**

Equipment Description: Jackhammer w/Generator

Owned  Rented  Other  (explain below)

If Owned, Quantity Available: 4-Jackhammers 8-Generators

Year, Make & Model: 2007-2008 BOSCH

Explanation: \_\_\_\_\_

Equipment Description: concrete saws

Owned  Rented  Other  (explain below)

If Owned, Quantity Available: 4

Year, Make & Model: 2005-2007

Explanation: Cutting of concrete

Equipment Description: Backpack Sprayers

Owned  Rented  Other  (explain below)

If Owned, Quantity Available: 14 Backpack Sprayers

Year, Make & Model: 2009 + newer SP systems + <sup>SDO</sup> sprayers

Explanation: \_\_\_\_\_



**BIDDER'S STATEMENT OF AVAILABLE EQUIPMENT**

The Bidder is **required** to list all necessary equipment to complete the work as specified. The Bidder shall state below the motive, industrial, construction and other equipment which Bidder has or will have available to perform the work under this contract prior to the commencement of the contract. The City of San Diego reserves the right to reject any bid when, in its opinion, the Bidder has not demonstrated they will be properly equipped to perform the work in an efficient, effective manner for the duration of the contract period. In instances where required equipment is not presently owned, the Bidder shall explain how the equipment will be made available prior to commencement of work.

**NOTE:** Add additional pages if necessary.

**Equipment:**

Equipment Description: Turf Sweeper Ryan

Owned  Rented  Other  (explain below)

If Owned, Quantity Available: 1

Year, Make & Model: 1994 Ryan

Explanation: mowing of turf areas

Equipment Description: \_\_\_\_\_

Owned  Rented  Other  (explain below)

If Owned, Quantity Available: John Deere Tractor 450

Year, Make & Model: 1994 John Deere w/hopper attachment

Explanation: Fertilize large turf areas

Equipment Description: Boom Sprayer 100 gal.

Owned  Rented  Other  (explain below)

If Owned, Quantity Available: 2

Year, Make & Model: 2007

Explanation: Spraying of weeds



**BIDDER'S STATEMENT OF AVAILABLE EQUIPMENT**

The Bidder is **required** to list all necessary equipment to complete the work as specified. The Bidder shall state below the motive, industrial, construction and other equipment which Bidder has or will have available to perform the work under this contract prior to the commencement of the contract. The City of San Diego reserves the right to reject any bid when, in its opinion, the Bidder has not demonstrated they will be properly equipped to perform the work in an efficient, effective manner for the duration of the contract period. In instances where required equipment is not presently owned, the Bidder shall explain how the equipment will be made available prior to commencement of work.

**NOTE:** Add additional pages if necessary.

**Equipment:**

Equipment Description: Dump Trucks

Owned  Rented  Other  (explain below)

If Owned, Quantity Available: 3 (1-chipper dump truck)

Year, Make & Model: Ford F450 & 2 International

Explanation: Hauling heavy debris & rocks

Equipment Description: chipper

Owned  Rented  Other  (explain below)

If Owned, Quantity Available: 1

Year, Make & Model: 2002 Vermeer XL1000

Explanation: \_\_\_\_\_

Equipment Description: Bobcats

Owned  Rented  Other  (explain below)

If Owned, Quantity Available: 2

Year, Make & Model: 1994

Explanation: moving mulch in large areas & misc. uses





**BIDDER'S STATEMENT OF AVAILABLE EQUIPMENT**

The Bidder is **required** to list all necessary equipment to complete the work as specified. The Bidder shall state below the motive, industrial, construction and other equipment which Bidder has or will have available to perform the work under this contract prior to the commencement of the contract. The City of San Diego reserves the right to reject any bid when, in its opinion, the Bidder has not demonstrated they will be properly equipped to perform the work in an efficient, effective manner for the duration of the contract period. In instances where required equipment is not presently owned, the Bidder shall explain how the equipment will be made available prior to commencement of work.

**NOTE:** Add additional pages if necessary.

**Equipment:**

Equipment Description: Pole Prunners

Owned  Rented  Other  (explain below)

If Owned, Quantity Available: 12

Year, Make & Model: 2007 + newer Jameson + Corona

Explanation: \_\_\_\_\_

Equipment Description: Hand Tools

Owned  Rented  Other  (explain below)

If Owned, Quantity Available: 200 plus

Year, Make & Model: 2010 + newer Corona, Ames, Flex

Explanation: Rakes, brooms, pruners, Loppers Rakes

Equipment Description: Trucks

Owned  Rented  Other  (explain below)

If Owned, Quantity Available: 60

Year, Make & Model: 1998 + newer Ford F150 + F250

Explanation: Pick up Trucks







**BIDDER'S STATEMENT OF AVAILABLE EQUIPMENT**

The Bidder is **required** to list all necessary equipment to complete the work as specified. The Bidder shall state below the motive, industrial, construction and other equipment which Bidder has or will have available to perform the work under this contract prior to the commencement of the contract. The City of San Diego reserves the right to reject any bid when, in its opinion, the Bidder has not demonstrated they will be properly equipped to perform the work in an efficient, effective manner for the duration of the contract period. In instances where required equipment is not presently owned, the Bidder shall explain how the equipment will be made available prior to commencement of work.

**NOTE:** Add additional pages if necessary.

**Equipment:**

Equipment Description: Power washer

Owned  Rented  Other  (explain below)

If Owned, Quantity Available: 1

Year, Make & Model: 2011

Explanation: Used for graffiti removal & monument cleaning

Equipment Description: weed whipper

Owned  Rented  Other  (explain below)

If Owned, Quantity Available: 19

Year, Make & Model: 2009 - newer Red maxx & Stihl

Explanation: \_\_\_\_\_

Equipment Description: Blowers Handheld

Owned  Rented  Other  (explain below)

If Owned, Quantity Available: 43

Year, Make & Model: 2009 - newer Red maxx & Stihl

Explanation: \_\_\_\_\_



**BIDDER'S STATEMENT OF FINANCIAL RESPONSIBILITY**

The Bidder is required to furnish below a statement of financial responsibility, except when the bidder has previously completed contracts with the City of San Diego covering work of similar scope.

I, John Crago, certify that my company, Treebeard Landscape, has sufficient operating capital and/or financial reserves to properly fund the services identified in these contract specifications for a minimum of two (2) full months. I agree that upon notification of provisional award, I will promptly provide a copy of my company's most recent balance sheet, or other necessary financial statements, as supporting documentation for this statement, if requested. I understand that this balance sheet, as well as any other required financial records, will remain confidential information to the extent allowed under the California Public Records Act.

I certify under penalty of perjury under the laws of the State of California that the information contained in this statement is true and correct.

Dated: 2/25/13 Signature: John Crago





**BIDDER'S STATEMENT OF SUBCONTRACTORS**

The Bidder is **required** to state below all subcontractors to be used in the performance of the proposed contract, and what portion of work will be assigned to each Subcontractor. Failure to provide details of Subcontractors may be grounds for rejection of bid. **NOTE:** Add additional pages if necessary.

Company Name: Day & Night

Contact Name: Stephanie

Address: 1235 Pierre Way Ste. A

Phone Number: (619) 440-6193

El Cajon, CA 92021

Fax Number: (619) 440-5160

Dollar amount of sub-contract: \$ 5000.00

Contract Dates: 1986 - Present

Contractor's License #: \_\_\_\_\_

Requirements of contract: Street Sweeping

What portion of work will be assigned to this subcontractor: Cleaning of street curbs, gutters and turn outs.

Company Name: Southland Aquatics

Contact Name: Paul De Angelis

Address: P.O. Box 916

Phone Number: (760) 738-5504

Sun City, CA 92586

Fax Number: (951) 679-2110

Dollar amount of sub-contract: \$ Time and materials

Contract Dates: 1998 - Present

Contractor's License #: 760133

Requirements of contract: pond maintenance

What portion of work will be assigned to this subcontractor: cleaning of ponds

Company Name: Knott's Pest Control

Contact Name: Michelle

Address: 5141 Guild St.

Phone Number: (619) 466-0464

La Mesa, CA 91942

Fax Number: (619) 466-9244

Dollar amount of sub-contract: \$ Time & materials

Contract Dates: 1994 - Present

Contractor's License #: 0409200000

Requirements of contract: Pest control

What portion of work will be assigned to this subcontractor: removal of Bee's and their hives.



CONTRACTOR INFORMATION FORM

CONTRACTOR: Treebeard Landscape

BID NUMBER: 10029689-13-W

CONTRACT TITLE: \_\_\_\_\_

CONTACT PERSON: 7:00 a.m. to 3:30 p.m. Carmelo Perez

PHONE NUMBER: One (1) Hour Response or Less (619) 697-8302

FAX NUMBER: (619) 697-0820

E-MAIL: info@treebeardlandscape.com

CELL PHONE NUMBER: (619)

EMERGENCY NUMBER: (619) 260-3763

(For non working hours including weekends and holidays)

NAME OF ON SITE (WORKING) SUPERVISOR: Carmelo Perez  
(Capable of discussing all aspects of the contract)

NAME OF NON-WORKING SUPERVISOR: Felipe Lopez

NAME OF IRRIGATION SPECIALIST: Pilo

NAME OF PESTICIDE USE SUPERVISOR: Tim Hillman  
(Must possess Category B, Qualified Applicators Certificate)

NUMBER OF EMPLOYEES ASSIGNED TO JOB SITE: 13

DAYS OF WEEK (EMPLOYEES) ON SITE (CIRCLE): S  M  T  W  TH  F S

PRINT NAME: John Crago

SIGNATURE: John Crago

THIS FORM MUST BE CURRENT AT ALL TIMES. REPORT ANY CHANGES IN WRITING TO THE CONTRACT ADMINISTRATOR.



City of San Diego Purchasing & Contracting Department  
**CONTRACTOR STANDARDS**  
*Pledge of Compliance*

Effective December 24, 2008, the Council of the City of San Diego adopted Ordinance No. O-19808 to extend the Contractor Standards Ordinance to all contracts greater than \$50,000. The intent of the Contractor Standards clause of San Diego Municipal Code §22.3224 is to ensure the City of San Diego conducts business with firms that have the necessary quality, fitness and capacity to perform the work set forth in the contract.

To assist the Purchasing Agent in making this determination and to fulfill the requirements of §22.3224(d), each bidder/proposer must complete and submit this *Pledge of Compliance* with the bid/proposal. If a non-competitive process is used to procure the contract, the proposed contractor must submit this completed *Pledge of Compliance* prior to execution of the contract. A submitted *Pledge of Compliance* is a public record and information contained within will be available for public review for at least ten (10) calendar days, except to the extent that such information is exempt from disclosure pursuant to applicable law.

All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, respondents must use the *Pledge of Compliance Attachment "A"* and sign each page. The signatory guarantees the truth and accuracy of all responses and statements. Failure to submit this completed *Pledge of Compliance* may make the bid/proposal non-responsive and disqualified from the bidding process. If a change occurs which would modify any response, Contractor must provide the Purchasing Agent an updated response within thirty (30) calendar days.

**A. PROJECT TITLE:**

City of San Diego with Landscape Maintenance for the Tierrasanta Maintenance Assessment District and Open Space

**B. BIDDER/CONTRACTOR INFORMATION:**

<u>Treebeard landscape</u>			
Legal Name	<u>9917 Campo Rd.</u>	<u>Spring Valley</u>	DBA <u>CA</u>
Street Address	<u>Carmelo Perez, Supervisor</u>	<u>(619) 697-8302</u>	<u>91977</u>
Contact Person, Title	Phone	Fax	Zip
		<u>(619) 697-0820</u>	

**C. OWNERSHIP AND NAME CHANGES:**

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

If **Yes**, use *Pledge of Compliance Attachment "A"* to list all prior legal and DBA names, addresses and dates when used. Explain the specific reasons for each name change.

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

If **Yes**, use *Pledge of Compliance 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. Check one only on this page. Use *Pledge of Compliance Attachment "A"* if more space is required.

**Corporation** Date incorporated: 10/31/78 State of incorporation: California  
List corporation's current officers: President: Tim Hillman  
Vice Pres: \_\_\_\_\_  
Secretary: Craig Deslauriers  
Treasurer: Craig Deslauriers

Is your firm a publicly traded corporation?  Yes  No

If **Yes**, name those who own five percent (5%) or more of the corporation's stocks:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Limited Liability Company** Date formed: \_\_\_/\_\_\_/\_\_\_ State of formation: \_\_\_\_\_

List names of members who own five percent (5%) 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:** Each member of a Joint Venture must complete a separate *Contractor Standards Pledge of Compliance* for a Joint Venture's submission to be considered responsive.





**E. FINANCIAL RESOURCES AND RESPONSIBILITY:**

1. Is your firm in preparation for, in the process of, or in negotiations toward being sold?  
 Yes  No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances, including name of the buyer and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?  
 Yes  No

If **Yes**, use *Pledge of Compliance 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 *Pledge of Compliance Attachment "A"* to explain specific circumstances.

**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 *Pledge of Compliance Attachment "A"* to explain specific circumstances.

2. In the past five (5) years, has a government agency terminated your firm's contract prior to completion?  
 Yes  No

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

**G. COMPLIANCE:**

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executives or management 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, wage and hours, and licensing laws which affect employees?  
 Yes  No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances surrounding each instance; include name of entity involved, 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 debarred or determined to be non-responsible by a government agency?  
 Yes  No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include name of entity involved, 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 governmental entity?

Yes  No

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

**I. TYPE OF SUBMISSION:** This document is submitted as:

Initial submission of *Contractor Standards Pledge of Compliance*.

Update of prior *Contractor Standards Pledge of Compliance* dated \_\_\_\_/\_\_\_\_/\_\_\_\_.

**Complete all questions and sign below. Each *Pledge of Compliance Attachment "A"* page must be signed.**

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Pledge of Compliance* and that I am responsible for completeness and accuracy of responses and all information provided is true to the best of my knowledge and belief. I further certify my agreement to the following provisions of San Diego Municipal Code §22.3224:

- (a) To 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) To notify the Purchasing Agent within fifteen (15) calendar days upon receiving notification that a government agency has begun an investigation of the Contractor that may result in a finding that the Contractor is or was not in compliance with laws stated in paragraph (a).
- (c) To notify the Purchasing Agent within fifteen (15) calendar days when there has been a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) To provide the Purchasing Agent updated responses to the *Contractor Standards Pledge of Compliance* within thirty (30) calendar days if a change occurs which would modify any response.
- (e) To notify the Purchasing Agent within fifteen (15) 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).
- (f) To cooperate fully with the Purchasing Agent and the City during any investigation and to respond to a request for information within ten (10) working days from the request date.

**Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive.**

John Cragg, Manager  
Print Name, Title

J. Cragg  
Signature

2/25/12  
Date



**City of San Diego Purchasing & Contracting Department  
CONTRACTOR STANDARDS  
Pledge of Compliance Attachment "A"**

Provide additional information in space below. Use additional *Pledge of Compliance Attachment "A"* pages as needed; sign each page. Print in ink or type responses and indicate question being answered. Information provided will be available for public review, except if exempt from disclosure pursuant to applicable law.

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Contractor Standards Pledge of Compliance* and that I am responsible for completeness and accuracy of responses on this *Pledge of Compliance Attachment "A"* page and all information provided is true to the best of my knowledge.

John Pajo, Manager                                            2/25/12  
Print Name, Title                                      Signature                                      Date



## DRUG-FREE WORKPLACE

### A. GENERAL

All City projects are now subject to City of San Diego Resolution No. R-277952 adopted on May 20, 1991. All bidders should be aware of the provisions of San Diego City Council Policy No. 100-17 which was established by the above numbered resolution. The policy applies equally to the Contractor and all Subcontractors. The elements of the policy are outlined below.

### B. DEFINITIONS

- 1) "Drug-Free Workplace" means a site for the performance of work done in connection with a contract let by City of San Diego for the construction, maintenance, or repair of any facility, or public work, or for professional, or nonprofessional services rendered on behalf of the City by an entity at which employees of the entity are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of this section.
- 2) "Employee" means the employee of a Contractor directly engaged in the performance of work pursuant to a contract as described in Section C.
- 3) "Controlled Substance" means a controlled substance in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. Sec. 812).
- 4) "Contractor" means the department, division, or other unit of a person or organization responsible to the Contractor for the performance of a portion of the work under the contract.

### C. CITY CONTRACTOR REQUIREMENTS

- 1) Every person or organization awarded a contract or grant by the City of San Diego for the provision of services shall certify to the City that it will provide a Drug-Free Workplace by doing all of the following:
  - a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.
  - b) Establishing a Drug-Free Awareness Program to inform employees about all of the following:
    - (1) The dangers of drug abuse in the workplace.

- (2) The person's or organization's policy of maintaining a Drug-Free Workplace.
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs.
  - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c) Posting the statement required by subdivision (1) in a prominent place at Contractor's main office. For projects large enough to necessitate a construction trailer at the job site, the required signage would also be posted at the job site.
- 2) Contractors shall include in each subcontract agreement language which indicates the Subcontractor's agreement to abide by the provisions of subdivisions a) through c) inclusive of Section C1. Contractors and Subcontractors shall be individually responsible for their own Drug-Free Workplace programs.

**NOTE:** The requirements of a Drug-Free Awareness Program can be satisfied by periodic tailgate sessions covering the various aspects of drug-abuse education. Although an in-house employee assistance program is not required, Contractors should be able to provide a listing of drug rehabilitation and counseling programs available in the community at large.

Questions about the City's Drug-Free Workplace Policy should be referred to the Purchasing Agent.



**THIS DOCUMENT MUST BE COMPLETED,  
SIGNED, AND SUBMITTED PRIOR TO CONTRACT AWARD**

**DRUG-FREE WORKPLACE  
CONTRACTOR CERTIFICATION**

**BID NUMBER:**

**PROJECT TITLE:** City of San Diego with landscape Maintenance  
for the Tierrasanta Maintenance Assessment  
District and Open Space.

I hereby certify that I am familiar with the requirements of **San Diego City Council Policy No. 100-17** regarding Drug-Free Workplace as outlined in the request for proposals, and that,

Treebeard Landscape

(Name under which business is conducted)

has in place a Drug-Free Workplace Program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the Subcontractor's agreement to abide by the provisions of subdivisions a) through c) of the policy as outlined.

SIGNED: John Crayo

PRINTED NAME: John Crayo

TITLE: Manager

COMPANY NAME: Treebeard Landscape

ADDRESS: P.O. Box 2777

Spring Valley, CA 91979

TELEPHONE: (619) 697-8302 FAX: (619) 697-0810

DATE: 2/25/13



**AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION**

**BID/QUOTE NUMBER:** 10029689-13-W

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the American With Disabilities Act (ADA) outlined in Section F.11 "American with Disabilities Act" of the City of San Diego, Purchasing Division General Provisions for Bids Dated 01/03/2005, and that;

Treebeard Landscape

(Name under which business is conducted)

has in place workplace program that complies with said policy. I further certify that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the policy as outlined.

Signed John Crago  
Printed Name John Crago  
Title Manager



# EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE



For additional information, contact:  
CITY OF SAN DIEGO

EQUAL BENEFITS PROGRAM  
202 C Street, MS 9A, San Diego, CA 92101

### COMPANY INFORMATION

Company Name: Treebeard Landscape Contact Name: Diana Patterson  
 Company Address: P.O. Box 2777 Spring Valley, CA 91979 Contact Phone: (619) 697-8302  
 Contact Email: info@treebeardlandscape.ca

### CONTRACT INFORMATION

Contract Title: Landscape for Tierrasanta M.A.D. Start Date: \_\_\_\_\_  
 Contract Number (if no number, state location): \_\_\_\_\_ End Date: \_\_\_\_\_

### SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in San Diego Municipal Code §22.4302 for the duration of the contract. To comply:

- Contractor shall offer equal benefits to employees with spouses and employees with domestic partners.
  - Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit.
  - Any benefit not offered to an employee with a spouse, is not required to be offered to an employee with a domestic partner.
- Contractor shall post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods.
- Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements.
- Contractor shall submit *EBO Certification of Compliance*, signed under penalty of perjury, prior to award of contract.

NOTE: This summary is provided for convenience. Full text of the EBO and its Rules are posted at [www.sandiego.gov/administration](http://www.sandiego.gov/administration).

### CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.

- I affirm **compliance** with the EBO because my firm (*contractor must select one reason*):
- Provides equal benefits to spouses and domestic partners.
  - Provides no benefits to spouses or domestic partners.
  - Has no employees.
  - Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.
- I request the City's approval to pay affected employees a **cash equivalent** in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)] Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

John Crago, Manager  
Name/Title of Signatory

[Signature]  
Signature

2/25/13  
Date

### FOR OFFICIAL CITY USE ONLY

Receipt Date: \_\_\_\_\_ EBO Analyst: \_\_\_\_\_  Approved  Not Approved – Reason: \_\_\_\_\_



## EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

### BIDDER REQUIREMENTS

- I. **City's Equal Opportunity Commitment.** The City of San Diego (City) is strongly committed to equal opportunity for employees and Subcontractors of professional service Proposers doing business with the City. The City encourages its Proposers to share this commitment. Prime Proposers are encouraged to take positive steps to diversify and expand their Subcontractor solicitation base and to offer consulting opportunities to all eligible Subcontractors.
- II. **Nondiscrimination in Contracting Ordinance.** All Proposers and professional service providers doing business with the City, and their Subcontractors, must comply with requirements of the City's *Nondiscrimination in Contracting Ordinance*, San Diego Municipal Code Sections 22.3501 through 22.3517.
- A. Proposal Documents to include Disclosure of Discrimination Complaints. As part of its bid or proposal, Proposer shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Proposer in a legal or administrative proceeding alleging that Proposer discriminated against its employees, Subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
- B. Contract Language. The following language shall be included in contracts for City projects between the Proposer and any Subcontractors, vendors, and suppliers:
- Proposer shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. Proposer shall provide equal opportunity for Subcontractors to participate in opportunities. Proposer 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.
- C. Compliance Investigations. Upon the City's request, Proposer agrees to provide to the City, within sixty (60) calendar days, a truthful and complete list of the names of all Subcontractors, vendors, and suppliers that Proposer has used in the past five (5) years on any of its contracts that were undertaken within County of San Diego, including the total dollar amount paid by Proposer for each subcontract or supply contract. Proposer further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's *Nondiscrimination in Contracting Ordinance*, Municipal Code Sections 22.3501 through 22.3517. Proposer understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Proposer up to and including contract termination, debarment and other sanctions for violation of the provisions of the *Nondiscrimination in Contracting Ordinance*. Proposer further understands and agrees that the procedures, remedies and sanctions provided for in the

# EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE



For additional information, contact:  
CITY OF SAN DIEGO

EQUAL BENEFITS PROGRAM  
202 C Street, MS 9A, San Diego, CA 92101

### COMPANY INFORMATION

Company Name:	Contact Name:
Company Address:	Contact Phone:
	Contact Email:

### CONTRACT INFORMATION

Contract Title:	Start Date:
Contract Number (if no number, state location):	End Date:

### SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in San Diego Municipal Code §22.4302 for the duration of the contract. To comply:

- Contractor shall offer equal benefits to employees with spouses and employees with domestic partners.
  - Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit.
  - Any benefit not offered to an employee with a spouse, is not required to be offered to an employee with a domestic partner.
- Contractor shall post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods.
- Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements.
- Contractor shall submit *EBO Certification of Compliance*, signed under penalty of perjury, prior to award of contract.

NOTE: This summary is provided for convenience. Full text of the EBO and its Rules are posted at [www.sandiego.gov/administration](http://www.sandiego.gov/administration).

### CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.

- I affirm **compliance** with the EBO because my firm (*contractor must select one reason*):
  - Provides equal benefits to spouses and domestic partners.
  - Provides no benefits to spouses or domestic partners.
  - Has no employees.
  - Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.
- I request the City's approval to pay affected employees a **cash equivalent** in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)] Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

\_\_\_\_\_  
Name/Title of Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### FOR OFFICIAL CITY USE ONLY

Receipt Date:	EBO Analyst:	<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved – Reason:
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rev 02/15/2011



*Nondiscrimination in Contracting Ordinance* apply only to violations of the *Ordinance*.

**III. Equal Employment Opportunity.** Proposers shall comply with requirements of San Diego Ordinance No. 18173, Section 22.2701 through 22.2707, Equal Employment Opportunity Outreach Program. Proposers shall submit with their proposal a *Work Force Report* for approval by the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP).

A. Work Force Report. If based on a review of the *Work Force Report* (Attachment AA) submitted an EOCP staff Work Force Analysis determines there are under representation when compared to County Labor Force Availability data, then the Proposer will also be required to submit an *Equal Employment Opportunity (EEO) Plan* to the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP) for approval

B. Equal Employment Opportunity Plan. If an *Equal Employment Opportunity Plan* is required, it must include at least the following assurances that:

1. The Proposer will maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the Proposer's employees are assigned to work;
2. A responsible official is designated to monitor all employment related activity to ensure the Proposer's EEO Policy is being carried out and to submit reports relating to EEO provisions;
3. Proposer disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings;
4. The Proposer reviews, at least annually, all supervisor's adherence to and performance under the EEO Policy and maintains written documentation of these reviews;
5. The Proposer discusses its EEO Policy Statement with Subcontractors with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request;
6. The Proposer documents and maintains a record of all bid solicitations and outreach efforts to and from Subcontractors, Proposer associations and other business associations;
7. The Proposer disseminates its EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit,

- maintains files documenting these efforts, and provides copies of these advertisements to the City upon request;
8. The Proposer disseminates its EEO Policy to union and community organizations;
  9. The Proposer provides immediate written notification to the City when any union referral process has impeded the Proposer's efforts to maintain its EEO Policy;
  10. The Proposer maintains a current list of recruitment sources, including those outreaching to people of color and women, and provides written notification of employment opportunities to these recruitment sources with a record of the organizations' responses;
  11. The Proposer maintains a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken;
  12. The Proposer encourages all present employees, including people of color and women employees, to recruit others;
  13. The Proposer maintains all employment selection process information with records of all tests and other selection criteria;
  14. The Proposer develops and maintains documentation for on-the-job training opportunities and/or participates in training programs for all of its employees, including people of color and women, and establishes apprenticeship, trainee, and upgrade programs relevant to the Proposer's employment needs;
  15. The Proposer conducts, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourages all employees to seek and prepare appropriately for such opportunities;
  16. The Proposer ensures the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes;
  17. The Proposer establishes and documents policies and procedures to ensure job classifications, work assignments, promotional tests, recruitment and other personnel practices do not have a discriminatory effect; and
  18. The Proposer is encouraged to participate in voluntary associations, which assist in fulfilling one or more of its non-discrimination obligations. The efforts of a Proposer association, Proposer/community professional association, foundation or other similar group of which the Proposer is a member will be considered as being part of fulfilling these obligations, provided the Proposer actively participates.

**IV. Equal Opportunity Contracting.** Prime Proposers are encouraged to take positive steps to diversify and expand their Subcontractor solicitation base and to offer contracting opportunities to all eligible Subcontractors. To support its Equal Opportunity Contracting commitment, the City has established a voluntary *Small Emerging Local Business Program participation level*.

**A. Small Emerging Local Business Program Participation Level**

Prime vendors/contractors/consultants are encouraged to take positive steps to diversify and expand their Small Local Business Enterprises (SLBE)/ Emerging Local Business Enterprises (ELBE) solicitation base and to offer contracting opportunities to all eligible small emerging local businesses. To support its Equal Opportunity Contracting commitment, the City has established participation level(s) as defined in the following website, <http://www.sandiego.gov/eoc/boc/slbe.shtml>.

1. All professional services contracts valued over \$50,000 or more have a voluntary SLBE/ELBE goal of 20%. Details can be found in the website above.
2. For all goods and services contracts valued over \$50,000, the City shall apply a 2% bid discount for either: 1) SLBE/ELBE prime contractors or 2) Prime contractors meeting the 20% voluntary SLBE/ELBE goal. The discount will not apply if the award to the discounted bidder would result in a total contract cost of \$10,000 in excess of the low, non-discounted bidder. Details can be found in the website above.

**B. Contract Activity Reports.** To permit monitoring of the winning Proposer's commitment to achieving compliance, *Contract Activity Reports* (Attachment BB) reflecting work performed by Subcontractors/Subconsultants/Vendors shall be submitted quarterly for any work covered under an executed contract.

**V. Demonstrated Commitment to Equal Opportunity.** The City seeks to foster a business climate of inclusion and to eliminate barriers to inclusion.

**A.** Proposers are required to submit the following information with their proposals:

1. Outreach Efforts. Description of Proposer's outreach efforts undertaken on this project to make subcontracting opportunities available to all interested and qualified firms including SLBE/ELBE/DBE/MBE/WBE/DVBE/OBE.
2. Past Participation Levels. Listing of Proposer's Subcontractor participation levels achieved on all private and public projects within the past three (3) years. Include name of project, type of project, value of project, Subcontractor firm's name, percentage of Subcontractor firm's participation, and identification of Subcontractor firm's ownership as a certified Small or Emerging Local Business Enterprise, Woman Business Enterprise, Disadvantaged Business Enterprise, Disabled Veteran Business Enterprise, or Other Business Enterprise.

3. Equal Opportunity Employment. Listing of Proposer's strategies to recruit, hire, train and promote a diverse workforce. These efforts will be considered in conjunction with Proposer's *Workforce Report* as compared to the County's Labor Force Availability.
  4. Community Activities. Listing of Proposer's current community activities such as membership and participation in local organizations, associations, scholarship programs, mentoring, apprenticeships, internships, community projects, charitable contributions and similar endeavors.
- B. In accordance with the City's Equal Opportunity Commitment, EOCP will evaluate the **Proposer's** demonstrated commitment to equal opportunity including the following factors:
1. Outreach Efforts. Proposer's outreach efforts undertaken and willingness to make meaningful subcontracting opportunities available to all interested and qualified firms on this project including SLBE/ELBE/DBE/MBE/WBE/DVBE/OBE.
  2. Past Participation Levels. Proposer's Subcontractor participation levels achieved on all private and public projects within the past three (3) years.
  3. Equal Opportunity Employment. Proposer's use of productive strategies to successfully attain a diverse workforce as compared to the County's Labor Force Availability.
  4. Community Activities. Proposer's current community activities.

**VI. List of Subcontractors/Subconsultants.** Proposers are required to submit a *Subcontractor List* with their proposal.

- A. Subcontractors List. The *Subcontractor List* (Attachment CC) shall indicate the Name and Address, Scope of Work, Percent of Total Proposed Contract Amount, Dollar Amount of Proposed Subcontract, Certification Status and Where Certified for each proposed Subcontractor/Subconsultant.
1. Subcontractors, Subconsultants and Vendors must be named on the *Subcontractors List* if they receive more than one-half of one percent (0.5%) of the Prime Proposer's fee.
- B. Commitment Letters. Proposer shall also submit Subcontractor *Commitment Letters* on Subcontractor's letterhead, no more than one page each, from all proposed Subcontractors to acknowledge their commitment to the team, scope of work, and percent of participation in the project.

**VII. Definitions.** Certified "**Minority Business Enterprise**" (MBE) means a business which is at least fifty-one percent (51%) owned by African Americans, American Indians, Asians, Filipinos, and/or Latinos and whose management and daily operation is controlled by one or more members of the identified ethnic groups. In the case of a

publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, one or more members of the identified ethnic groups.

Certified **“Women Business Enterprise” (WBE)** means a business which is at least fifty-one percent (51%) owned by one or more women and whose management and daily operation is controlled by the qualifying party(s). In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, one or more women.

Certified **“Disadvantaged Business Enterprise” (DBE)** means a business which is at least fifty-one percent (51%) owned and operated by one or more socially and economically disadvantaged individuals and whose management and daily operation is controlled by the qualifying party(s). In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, socially and economically disadvantaged individuals.

Certified **“Disabled Veteran Business Enterprise” (DVBE)** means a business which is at least fifty-one percent (51%) owned by one or more veterans with a service related disability and whose management and daily operation is controlled by the qualifying party(s).

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

**Emerging Local Business Enterprise (ELBE)** – Any for-profit enterprise that is not a broker, that is independently owned and operated; that is not a subsidiary of another business; that meets the definition of a local business; and that is not dominant in its field of operation whose average gross annual receipts in the prior three fiscal years do not exceed:

1. \$2.75 million – Construction
2. \$1.5 million – Specialty Construction
3. \$1.5 million – Goods/Materials/Services
4. 1.0 million – Trucking
5. \$750,000 – Professional Services and Architect/Engineering

If a business has not existed for 3 years, the gross sales limits described above shall be applied based upon the annual averages over the course of the existence of the business.

**Local Business Enterprise (LBE)** – A firm having a Principal Place of Business and a Significant Employment Presence in San Diego City or County, California that has been in operation for 12 consecutive months and a valid business tax certificate. This definition is subsumed within the definition of Small Local Business Enterprise.

**Small Local Business Enterprise (SLBE)** – Any for-profit enterprise that is not a broker, that is independently owned and operated; that is not a subsidiary of another business; that meets definition of a local business; and that is not dominant in its field of

operation whose average gross annual receipts in the prior three fiscal years do not exceed:

- \$5.0 million – Construction
- \$3.0 million – Specialty Construction
- \$3.0 million – Goods/Materials/Services
- \$2.0 million – Trucking
- \$1.5 million – Professional Services and Architect/Engineering

California State certified Micro and Disabled Veteran Owned business enterprises shall also satisfy the requirements to be defined as a Small Business Enterprise.

If a business has not existed for 3 years, the employment and gross sales limits described above shall be applied based upon the annual averages over the course of the existence of the business.

**VIII. Certification.**

Below are the EOC – accepted certification agencies along with certifiable groups:

City of San Diego:	ELBE, SLBE
Caltrans:	DBE, SDBE, SWBE
Dept. of General Services:	DVBE
CA Public Utilities Commission:	MBE, WBE
City of Los Angeles:	DBE, WBE, MBE
SD Regional Minority Supplier Diversity Council:	MBE, WBE

**IX. List of Attachments.**

- AA. Work Force Report
- BB. Subcontractors List
- CC. Contract Activity Report



City of San Diego
EQUAL OPPORTUNITY CONTRACTING (EOC)
1200 Third Avenue • Suite 200 • San Diego, CA 92101
Phone: (619) 236-6000 • Fax: (619) 235-5209

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.

NO OTHER FORMS WILL BE ACCEPTED

Section 1.01 CONTRACTOR IDENTIFICATION

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

Name of Company: Treebeard Landscape

ADA/DBA:

Address (Corporate Headquarters, where applicable): P.O. Box 2777

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

Telephone Number: (619) 1097-8302 Fax Number: (619) 1097-0820

Name of Company CEO: Craig Deslauriers

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

Address:

City: County: State: Zip:

Telephone Number: ( ) Fax Number: ( )

Type of Business: Landscape Contractor Type of License: C-27

The Company has appointed: Diana Patterson

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

Address: 9917 Campord. Spring Valley, CA 91979

Telephone Number: (619) 697-8302 Fax Number: (619) 1097-0820

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

Check the box above that applies to this WFR.

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

I, the undersigned representative of Treebeard Landscape

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

herein is true and correct. This document was executed on this 25th day of February, 2013

(Authorized Signature) John Crago (Print Authorized Signature Name)





**WORK FORCE REPORT - Page 2**

NAME OF FIRM: Treebeard Landscape

DATE: 2/25/13

OFFICE(S) or BRANCH(ES): 9917 Campo Rd. Spring Valley, CA 91977

COUNTY: San Diego

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

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

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial			2								3	1		
Professional														
A&E, Science, Computer														
Technical														
Sales											1			
Administrative Support												2		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column			2								4	3		
--------------------	--	--	---	--	--	--	--	--	--	--	---	---	--	--

Grand Total All Employees 9

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: \_\_\_\_\_ DATE: \_\_\_\_\_

OFFICE(S) or BRANCH(ES): \_\_\_\_\_ COUNTY: \_\_\_\_\_

**I. INSTRUCTIONS: FOR EACH OCCUPATIONAL CATEGORY, INDICATE NUMBER OF MALES AND FEMALES IN EVERY ETHNIC GROUP. TOTAL COLUMNS IN ROW PROVIDED. SUM OF ALL TOTALS SHOULD BE EQUAL TO YOUR TOTAL WORK FORCE. INCLUDE ALL THOSE EMPLOYED BY YOUR COMPANY ON EITHER A FULL OR PART-TIME BASIS. THE FOLLOWING GROUPS ARE TO BE INCLUDED IN ETHNIC CATEGORIES LISTED IN COLUMNS BELOW:**

- |  |  |
|--|--|
| (1) Black, African-American                          | (5) Filipino                                       |
| (2) Hispanic, Latino, Mexican-American, Puerto Rican | (6) White, Caucasian                               |
| (3) Asian, Pacific Islander                          | (7) Other ethnicity; not falling into other groups |
| (4) American Indian, Eskimo                          |  |

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

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

Grand Total All Employees

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

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



# CITY OF SAN DIEGO WORK FORCE REPORT

**HISTORY**

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm’s work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (Black, Hispanic, Asian, American Indian, Filipino) for each occupation. Currently, our CLFA data is taken from the 2000 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 Report.<sup>1</sup> 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 county.<sup>2</sup> 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.<sup>1,3</sup> In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.<sup>3</sup>

**TYPES OF WORK FORCE REPORTS:**

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

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

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

**Exhibit A: Work Force Report Job categories-Administration**

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

<b>Management &amp; Financial</b>	
Advertising, Marketing, Promotions, Public Relations, and Sales Managers	Entertainers and Performers, Sports and Related Workers
Business Operations Specialists	Health Diagnosing and Treating Practitioners
Financial Specialists	Lawyers, Judges, and Related Workers
Operations Specialties Managers	Librarians, Curators, and Archivists
Other Management Occupations	Life Scientists
Top Executives	Media and Communication Workers
	Other Teachers and Instructors
	Postsecondary Teachers
	Primary, Secondary, and Special Education School Teachers
	Religious Workers
	Social Scientists and Related Workers
<b>Professional</b>	
Art and Design Workers	
Counselors, Social Workers, and Other Community and Social Service Specialists	

**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**

### SUBCONTRACTORS LIST

**INFORMATION REGARDING SMALL EMERGING LOCAL BUSINESS PROGRAM PARTICIPATION:**

- a. Subcontractor's List shall include name and complete address of all Subcontractors who will receive more than one half of one percent (0.5%) of the Prime Proposer's fee.
- b. Proposer shall also submit Subcontractor commitment letters on Subcontractor's letterhead, no more than one page each, from Subcontractors listed below to acknowledge their commitment to the team, scope of work, and percent of participation in the project.
- c. Subcontractors shall be used for scope of work listed. No changes to this Subcontractors List will be allowed without prior written City approval.

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF WORK	PERCENT OF CONTRACT	DOLLAR AMOUNT OF CONTRACT	* SLBE/ELBE /MBE/ WBE/DBE/ DVBE/OBE	** WHERE CERTIFIED
Knotts Pest Control	Special application	N/A	N/A	N/A	N/A
Day & Night	Street sweeping	N/A	N/A	N/A	N/A

\* For information only. As appropriate, Proposer shall identify Subcontractors as:

- |  |      |
|--|------|
| Certified Minority Business Enterprise         | MBE  |
| Certified Woman Business Enterprise            | WBE  |
| Certified Disadvantaged Business Enterprise    | DBE  |
| Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise                      | OBE  |
| Small Local Business Enterprise                | SLBE |
| Emerging Local Business Enterprise             | ELBE |

\*\* For information only. As appropriate, Proposer shall indicate if Subcontractor is certified by:

- |  |          |
|--|----------|
| City of San Diego                                | CITY     |
| State of California Department of Transportation | CALTRANS |





## CONTRACT ACTIVITY REPORT

Proposers are required by contract to report Subcontractor activity in this format. Reports shall be submitted via the Project Manager to the *Equal Opportunity Contracting Program (EOCP)* no later than thirty (30) days after the close of each quarter.

**PROJECT:** \_\_\_\_\_ **PRIME CONTRACTOR:** \_\_\_\_\_

**CONTRACT AMOUNT:** \_\_\_\_\_ **INVOICE PERIOD:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

Include Additional Services Not-to-Exceed Amount

Subcontractor	Indicate SLBE, ELBE, MBE, WBE, DBE, DVBE or OBE	Current Period		Paid to Date		Original Commitment	
		Dollar Amount	% of Contract	Dollar Amount	% of Contract	Dollar Amount	% of Contract
Prime Contractor Total:							
Contract Total:							

Completed by: \_\_\_\_\_

## SUBCONTRACTORS LIST

### INFORMATION REGARDING SMALL EMERGING LOCAL BUSINESS PROGRAM PARTICIPATION:

- a. Subcontractor’s List shall include name and complete address of all Subcontractors who will receive more than one half of one percent (0.5%) of the Prime Proposer’s fee.
- b. Proposer shall also submit Subcontractor commitment letters on Subcontractor’s letterhead, no more than one page each, from Subcontractors listed below to acknowledge their commitment to the team, scope of work, and percent of participation in the project.
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NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF WORK	PERCENT OF CONTRACT	DOLLAR AMOUNT OF CONTRACT	* SLBE/ELBE /MBE/ WBE/DBE/ DVBE/OBE	** WHERE CERTIFIED

\* For information only. As appropriate, Proposer shall identify Subcontractors as:

- |  |      |
|--|------|
| Certified Minority Business Enterprise         | MBE  |
| Certified Woman Business Enterprise            | WBE  |
| Certified Disadvantaged Business Enterprise    | DBE  |
| Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise                      | OBE  |
| Small Local Business Enterprise                | SLBE |
| Emerging Local Business Enterprise             | ELBE |

\*\* For information only. As appropriate, Proposer shall indicate if Subcontractor is certified by:

- |  |          |
|--|----------|
| City of San Diego                                | CITY     |
| State of California Department of Transportation | CALTRANS |

**MEMORANDUM OF AGREEMENT**

[\*INSERT DESCRIPTION OF CONTRACT\*]

This Memorandum of Agreement (MOA) is made by and between [\*INSERT COMPANY NAME\*] (Bidder) and the City of San Diego (City), referred to individually as "Party" and collectively as the "Parties," to memorialize their acceptance of the terms of the Contract resulting from the Bidder's successful bid in response to the City's Request for Bid (RFB) No. [\*INSERT NUMBER\*] for [\*INSERT RFB SUBJECT\*].

**Recitals**

WHEREAS, the City issued RFB No. [\*INSERT NUMBER\*] for [\*INSERT RFB SUBJECT\*], a true and correct copy of which is attached hereto as Exhibit "A;"

WHEREAS, except as otherwise specified, the City's RFB No. [\*INSERT NUMBER\*] also incorporates the City's General Provisions for Bids Dated January 3, 2005 (General Provisions), a true and correct copy of which is attached hereto as Exhibit "B;"

WHEREAS, Bidder submitted a bid in response to RFB No. [\*INSERT NUMBER\*] (Bid), a true and correct copy of which is attached hereto as Exhibit "C;" and

WHEREAS, the City has determined that the Bidder's Bid is the winning bid and intends to award the contract to the Bidder on that basis;

NOW, THEREFORE, for valuable consideration the sufficiency of which is hereby acknowledged, the Parties agree as follows:

**Agreement**

1. Contract Documents. This MOA consists of this document and all the documents listed below, which are attached hereto as Exhibits A-D [\*INSERT ADDITIONAL EXHIBIT REFERENCES, IF ANY\*] and incorporated in full herein, and which together contain all the terms and conditions of this MOA (collectively referred to as "Contract Documents").
  - 1.1 City's RFB No. [\*INSERT NUMBER\*] as modified by all addenda (Exhibit "A");
  - 1.2 City's General Provisions (Exhibit "B");
  - 1.3 Bidder's Bid (Exhibit "C");
  - 1.4 City's written acceptance of exceptions or clarifications to the RFB, if any (Exhibit "D"); and

This MOA, including all the Exhibits incorporated into this MOA, constitutes the entire understanding between the City and the Bidder with respect to the subject matter and transactions contemplated by this MOA. This MOA including all the Exhibits incorporated into this MOA supersedes any and all prior agreements, understandings, promises, or inducements with respect to the subject matter and transactions contemplated by this MOA.

2. Scope and Term of Work. The Bidder shall provide City with [\*INSERT RFB SUBJECT\*] in strict compliance with the Contract Documents for a period of [\*INSERT TIMEFRAME FOR PERFORMANCE INCLUDING ANY OPTIONS TO RENEW\*] at the prices stated in the Bidder's Pricing Page(s). The total duration of the MOA, including all options to renew, shall not exceed five years unless approved by ordinance of the City Council.

3. Effective Date. This MOA shall be effective on the date executed by the last Party to sign it and approved by the City Attorney in accordance with Charter section 40.

4. [\*INSERT IF APPLICABLE\*] Option to Renew. The City reserves the option to renew this MOA for up to [\*INSERT OPTION TERMS, e.g., four additional one-year periods\*] under the terms and conditions stated in the MOA as more fully described in RFB No. [\*INSERT NUMBER\*], Specific Provisions, Option to Renew.

5. Compensation. The City shall pay the Bidder the amounts set forth in the Bidder's Pricing Page(s) at the times and in the manner set forth in the Contract Documents. The total amount paid to the Bidder under this MOA shall not exceed \$[\*INSERT AMOUNT\*]. The Bidder is not obligated to provide goods or services in excess of this amount, and does so at its own risk, unless this MOA is amended in a writing duly executed by the Parties increasing this not-to-exceed amount.

6. [\*INSERT IF APPLICABLE\*] Discounts for Additional Items. The City may purchase items other than those specified in the Pricing Pages at the Discounts indicated in Bidder's Bid. The City will determine whether to make such purchases from the Bidder in accordance with the applicable competitive bidding requirements, if any, under San Diego Municipal Code section 22.3203. Specifically, for purchases of more than \$5,000 up to \$10,000, the City may make such purchases from the Bidder at the stated discount only after seeking competitive prices either orally or in writing and determining that the Bidder's discounted prices are the lowest for the items sought. For purchases of more than \$10,000 up to \$50,000, the Purchasing Agent may make such purchases from the Bidder at the stated discount only after soliciting at least five written price quotations and determining that the Bidder's discounted prices are the lowest for the items sought. The total amount of items purchased from the Bidder under this MOA that are not identified on the Pricing Pages shall not exceed \$50,000. [\*INSERT IF THE ADDITION OF \$50,000 WILL NOT CAUSE THE TOTAL CONTRACT AMOUNT TO EXCEED \$1 MILLION\*] This \$50,000 not to exceed amount for the purchase of items other than those specified in the Pricing Pages of Bidder's Bid, at the stated Discount, is in addition to any not to exceed amount provided in Section 5 of this MOA. [\*INSERT IF THE ADDITION OF \$50,000 WILL CAUSE THE TOTAL CONTRACT AMOUNT TO EXCEED \$1 MILLION\*] This \$50,000 not to exceed amount for the purchase of items other than those specified in the Pricing Pages of Bidder's Bid, at the stated Discount, shall be counted toward the not to exceed amount provided in Section 5 of this MOA.

7. Annual Appropriation of Funds. Bidder acknowledges that the term of this MOA may extend over multiple City fiscal years, and Bidder understands and agrees that work and compensation under this MOA is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. In the event sufficient funds are not duly appropriated and authorized for any given fiscal year, this MOA may be terminated at the end of the fiscal year for which funding was appropriated and authorized. The City is not obligated to pay Bidder for any amounts not duly appropriated and authorized by the City Council.

8. Contract Interpretation. It is the intent of the Contract Documents to completely describe the goods and services to be provided. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be supplied whether or not specifically called for or identified in the Contract Documents. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe work, materials, equipment, goods or services such words or phrases shall be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be as set forth below in descending order of precedence (the document in section 7.1 having the highest precedence). Provisions of the Contract Documents addressing the same subject which are consistent but have different degrees of specificity shall not be considered to be in conflict, and the more specific language shall control.

Order of Precedence:

- 8.1 This Memorandum of Agreement.
- 8.2 The City's written acceptance of any exceptions or clarifications to the RFB (if any).
- 8.3 Section III of the RFB (Goods/Services Specifications).
- 8.4 The Bidder's Pricing Page(s).
- 8.5 Addenda to the RFB (if any).
- 8.6 All sections of the RFB not identified above.
- 8.7 The General Provisions.

9. Amendments. This MOA may not be amended except by an instrument in writing duly executed by both Parties. Any alleged oral amendments shall have no force or effect.

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego pursuant to San Diego Municipal Code Section 22.3203 authorizing such execution, and the Bidder acting by and through its authorized officer.

[INSERT NAME OF BIDDER]

THE CITY OF SAN DIEGO

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

I HEREBY APPROVE the form and legality of the foregoing agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

JAN I. GOLDSMITH, City Attorney

By: \_\_\_\_\_  
Deputy City Attorney

Date: \_\_\_\_\_