

REQUEST FOR COUNCIL ACTION CITY OF SAN DIEGO	CERTIFICATE NUMBER (FOR COMPTROLLER'S USE ONLY) pending
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TO: CITY COUNCIL	FROM (ORIGINATING DEPARTMENT): Park and Recreation	DATE: 10/10/2012
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SUBJECT: Landscape Contract with Brewer Lawn Care, Inc. for Ocean View Hills, Remington Hills, and Robinhood Ridge Maintenance Assessment Districts (Bid Number 10023248-12-W)

PRIMARY CONTACT (NAME, PHONE): Andrew Field, (619) 685-1307 MS 5D	SECONDARY CONTACT (NAME, PHONE): Rosa Lopez, (619) 685-1316 MS 5D
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COMPLETE FOR ACCOUNTING PURPOSES

FUND		200096	200097	200098	
DEPT / FUNCTIONAL AREA		OTHR_00000000_C L	OTHR_00000000_C L	OTHR_00000000_C L	
ORG / COST CENTER		1714151643	1714151644	1714151645	
OBJECT / GENERAL LEDGER ACCT		512134	512134	512134	
JOB / WBS OR INTERNAL ORDER					
C.I.P./CAPITAL PROJECT No.					
AMOUNT	0.00	\$196,476.26	\$65,791.25	\$18,005.74	0.00

FUND					
DEPT / FUNCTIONAL AREA					
ORG / COST CENTER					
OBJECT / GENERAL LEDGER ACCT					
JOB / WBS OR INTERNAL ORDER					
C.I.P./CAPITAL PROJECT No.					
AMOUNT	0.00	0.00	0.00	0.00	0.00

COST SUMMARY (IF APPLICABLE): The following POs have already been created in FY2013:

PO#4500036130/Fd#200096 Ocean View Hills \$193,253.00 (CC Amount \$3,223.26)
 PO#4500036125/Fd#200097 Robinhood Ridge \$ 65,724.80 (CC Amount \$ 66.45)
 PO#4500036129/Fd#200098 Remington Hills \$ 18,005.74 (CC Amount \$ 0.00)

ROUTING AND APPROVALS

CONTRIBUTORS/REVIEWERS:	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
Environmental Analysis	ORIG DEPT.	LoMedico, Stacey	1/3/2013
Financial Management	CFO		
Comptroller	DEPUTY CHIEF		
Equal Opportunity Contracting	COO		
Liaison Office	CITY ATTORNEY		
	COUNCIL		

		PRESIDENTS OFFICE			
PREPARATION OF:	<input checked="" type="checkbox"/> RESOLUTIONS	<input type="checkbox"/> ORDINANCE(S)	<input type="checkbox"/> AGREEMENT(S)	<input type="checkbox"/> DEED(S)	
<p>1. Authorizing the Mayor or his designee to award and execute, for and on behalf of the City, a phase-funded contract with Brewer Lawn Care, Inc. for landscape maintenance services within the Ocean View Hills, Remington Hills, and Robinhood Ridge Maintenance Assessment Districts, having an initial term of one year; and</p> <p>2. Authorizing the Mayor or his designee to exercise up to four one-year contract extension options with Brewer Lawn Care, Inc., contingent upon adoption of the resolution authorizing the levy of assessments within the Ocean View Hills, Remington Hills, and Robinhood Ridge Maintenance Assessment Districts and the Annual Budget Appropriation Ordinance for the applicable fiscal year, and provided that the Chief Financial Officer first furnishes one or more certificates that the funds necessary for expenditure are, or will be, on deposit in the City Treasury; and</p> <p>3. Authorizing the Chief Financial Officer to expend an amount not to exceed \$1,873,911 over five years as follows: \$1,313,643 from Fund No. 200096, Ocean View Hills Maintenance Assessment District (\$196,476 in Fiscal Year 2013; \$247,560 in Fiscal Year 2014; \$259,938 in Fiscal Year 2015; \$272,935 in Fiscal Year 2016; \$286,582 in Fiscal Year 2017; and \$50,152 in Fiscal Year 2018); \$120,387 from Fund No. 200098, Remington Hills Maintenance Assessment District (\$18,006 in Fiscal Year 2013; \$22,687 in Fiscal Year 2014; \$23,822 in Fiscal Year 2015; \$25,013 in Fiscal Year 2016; \$26,263 in Fiscal Year 2017; and \$4,596 in Fiscal Year 2018); and \$439,881 from Fund No. 200097, Robinhood Ridge Maintenance Assessment District (\$65,791 in Fiscal Year 2013; \$82,897 in Fiscal Year 2014; \$87,042 in Fiscal Year 2015; \$91,394 in Fiscal Year 2016; \$95,964 in Fiscal Year 2017; and \$16,794 in Fiscal Year 2018) for the purpose of funding the above contract, contingent upon adoption of the resolution authorizing the levy of assessments within the MAD and the Annual Budget Appropriation Ordinance for the applicable fiscal year, and provided that the Chief Financial Officer first furnishes one or more certificates that the funds necessary for expenditure are, or will be, on deposit in the City Treasury.</p>					
STAFF RECOMMENDATIONS: Approve Requested Actions					
SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION)					
COUNCIL DISTRICT(S):	8				
COMMUNITY AREA(S):	Otay Mesa				
ENVIRONMENTAL IMPACT:	This project (contract for landscape maintenance services) is Categorically Exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 ("Maintenance of Existing Facilities") of the State CEQA guidelines.				
CITY CLERK INSTRUCTIONS:	Please contact Rosa Lopez at (619) 685-1316 when the resolutions are available.				

**COUNCIL ACTION
EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO**

DATE: 10/10/2012

ORIGINATING DEPARTMENT: Park and Recreation

SUBJECT: Landscape Contract with Brewer Lawn Care, Inc. for Ocean View Hills, Remington Hills, and Robinhood Ridge Maintenance Assessment Districts (Bid Number 10023248-12-W)

COUNCIL DISTRICT(S): 8

CONTACT/PHONE NUMBER: Andrew Field/(619) 685-1307 MS 5D

DESCRIPTIVE SUMMARY OF ITEM:

This action would authorize a landscape maintenance contract with Brewer Lawn Care, Inc. for the purpose of providing landscape maintenance services to the Ocean View Hills, Remington Hills, and Robinhood Ridge Maintenance Assessment Districts (MAD) in an amount not to exceed \$1,873,911 over a period of five years beginning in Fiscal Year 2013 and ending in Fiscal Year 2018.

STAFF RECOMMENDATION:

Approve Requested Actions

EXECUTIVE SUMMARY OF ITEM BACKGROUND: Landscape activities and areas of maintenance in the Ocean View Hills, Remington Hills, and Robinhood Ridge MADs include care and cleaning of street medians, parkway landscaping, sidewalk, curb and gutter, landscaped slopes, greenbelts, and open space areas. Regular maintenance tasks include litter removal, sweeping, edging, trimming, weeding, and related functions. Special planting projects and repairs are funded through the extraordinary labor allocation.

This contract is compliant with the Living Wage Ordinance. Eleven (11) bidders responded to a request for bids on January 26, 2012 (Bid Number 10023248-12-W). Following a competitive selection and procurement process, the City selected Brewer Lawn Care, Inc. as the lowest responsible bidder. Brewer Lawn Care, Inc. began services in the Ocean View Hills, Remington Hills, and Robinhood Ridge MADs on September 1, 2012.

The contract with Brewer Lawn Care, Inc. is phase funded, with authority granted for each phase contingent upon City Council approval of future appropriation ordinances and assessment levies. Since the term of the contract begins during the current fiscal year, the contract is divided into six separate phases that will span portions of six fiscal years and cumulatively a period not to exceed five years.

This action will authorize the execution of the initial one-year term; authorize the execution of up to four one-year extensions; and authorize the expenditure of funds, contingent upon the City Council authorizing the levy of assessments within the district and adopting the annual appropriation ordinance for each fiscal year of the contract. As the contract with Brewer Lawn Care, Inc. will exceed \$1 million over the extent of the five-year period, this contract requires City Council approval in accordance with San Diego Municipal Code §22.3211(d).

FISCAL CONSIDERATIONS: Total contract cost over the maximum term is \$1,873,911. Funding in the amount of \$196,476 from Fund No. 200096, Ocean View Hills Maintenance Assessment District; \$18,006 from Fund No. 200098, Remington Hills Maintenance Assessment District; and \$65,791 from Fund No. 200097, Robinhood Ridge Maintenance Assessment District is available in Fiscal Year 2013 for the first phase. Additional funds for future phases will be available in future years from the Ocean View Hills, Remington Hills, and Robinhood Ridge MADs contingent upon available reserves, approval to levy future annual assessments, and approval of the annual district budget and appropriation ordinance.

Cost estimates for future years include a cost indexing factor of a maximum of 5% annually based on changes to the Consumer Price Index and Living Wage Ordinance in accordance with contract specifications. Historically, the actual amount of the allowable cost indexing increase has generally been less than the 5% projection; however, the 5% basis is the most conservative approach and is provided as the maximum indexing amount in the terms of the contract. Additional contingency funds are included in the cost estimate for any unforeseen needs in the district. Any unspent funds will be returned to the appropriate district's fund balance.

EQUAL OPPORTUNITY CONTRACTING INFORMATION (IF APPLICABLE): This contract is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708) and the City's Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

PREVIOUS COUNCIL and/or COMMITTEE ACTION (describe any changes made to the item from what was presented at committee): The Northwest Otay Mesa MAD was established on June 22, 1999, per Resolution R-291812 to provide landscape maintenance services for three distinct neighborhoods: Ocean View Hills, Remington Hills, and Robinhood Ridge. A subsequent Council action on July 25, 2005, split the Northwest Otay Mesa MAD into three separate MADs named for each neighborhood per Resolution R-300707. The City Council last authorized approval of updated assessment engineer's reports and annual levy of assessments for each district on August 10, 2012, per Resolution R-307663. This item will be heard by the Public Safety and Neighborhood Services Committee.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS: The City's Purchasing & Contracting Department issued a Request for Bids for Ocean View Hills, Remington Hills, and Robinhood Ridge Landscape Maintenance on February 16, 2012, and advertised in the San Diego Daily Transcript and on the City's website and on the City's website (DemandStar). None of these three districts have active citizen advisory committees. In accordance with Municipal Code §65.0209 and 65.0210, staff conducted a noticed public meeting to discuss the budget and contract levels of service on January 26, 2012.

KEY STAKEHOLDERS AND PROJECTED IMPACTS: Key stakeholders in this process are the property owners that are assessed as part of the Maintenance Assessment Districts program. The services identified in the Brewer Lawn Maintenance, Inc. contract are necessary in order to meet legal requirements and to provide Maintenance Assessment District services. If this action is not approved by the City Council, services would cease prior to any expenditure over \$1 million and staff would initiate a new competitive bid process at that time.

LoMedico, Stacey
Originating Department

Deputy Chief/Chief Operating Officer



THE CITY OF SAN DIEGO

REPORT TO THE CITY COUNCIL

DATE ISSUED: December 26, 2012

REPORT NO.: 13-004

ATTENTION: Honorable Council President and City Council

SUBJECT: Landscape Maintenance Contract with Brewer Lawn Maintenance, Inc. for the Ocean View Hills, Remington Hills, and Robinhood Ridge Maintenance Assessment Districts

COUNCIL DISTRICT: 8

CONTACT/PHONE NUMBER: Andrew Field, (619) 685-1307, MS 5D

REQUESTED ACTIONS:

This action would authorize a landscape maintenance contract with Brewer Lawn Maintenance, Inc. for the purpose of providing landscape maintenance services to the Ocean View Hills Maintenance Assessment District (MAD), Remington Hills MAD, and Robinhood Ridge MAD in an amount not to exceed \$1,873,911 over a period of five years (one-year initial term plus four one-year options to renew) beginning in Fiscal Year 2013 and ending in Fiscal Year 2018.

STAFF RECOMMENDATION:

Staff recommends the City Council authorize the Mayor, or his designee, to execute, for and on behalf of the City, a landscape maintenance contract with Brewer Lawn Maintenance, Inc. for landscape maintenance services related to maintenance activities in the Ocean View Hills MAD, Remington Hills MAD, and Robinhood Ridge MAD in an amount not to exceed \$1,873,911.

BACKGROUND:

Program Overview

MADs are authorized by law to assess benefiting property owners for landscape and lighting maintenance and other service activities. These activities must provide a special benefit above the standard level of service provided by the City. Maintenance areas may include but are not limited to landscaped and paved medians, landscaped right-of-ways and slopes, open space, parks, ponds, flood control channels, monuments, decorative street lighting, decorative gates and

fences, community signage, and banners. MADs may also provide for cleaning curbs and gutters and sweeping sidewalks.

The City of San Diego's Park and Recreation Department, Open Space Division currently administers 49 of the 56 MADs located throughout the City. The Development Services Department, Economic Development Division administers the remaining seven MADs, mostly in conjunction with existing Business Improvement Districts in commercial areas. MADs are authorized by the State of California and provided for in the Landscape and Lighting Act of 1972 (Part 2 of Division 15 of the California Streets and Highways Code), applicable provisions of Proposition 218 (Article XIII D of the California Constitution), and provisions of the San Diego Municipal Code §65.0201 et seq.

Under the provisions of these laws, the City may assess properties based on the amount of benefit each property will receive. To form a new district, the City ballots property owners. Each ballot is weighted based on the amount of maximum annual assessment for the parcel. If a majority of the ballots returned are in favor of forming an assessment district, the district may be formed by resolution of the City Council. Each year, the City Council authorizes approval of updated assessment engineer's reports and annual levy of assessments in each existing maintenance assessment district. The most recent action for Fiscal Year 2013 was taken on August 10, 2012, per Resolution R-307663.

District Background

The Northwest Otay Mesa MAD was established on June 22, 1999, per Resolution R-291812 to provide landscape maintenance services for three distinct neighborhoods: Ocean View Hills, Remington Hills, and Robinhood Ridge. A subsequent Council action on July 25, 2005, split the Northwest Otay Mesa MAD into three separate MADs named for each neighborhood per Resolution R-300707. Located in the northwest corner of the Otay Mesa Community Planning Area, the Ocean View Hills, Remington Hills, and Robinhood Ridge MADs are located within largely residential areas separated by open space canyons and preserve areas. The districts maintain landscape and hardscape medians, parkways, and undeveloped open space. The Fiscal Year 2013 Assessment Engineer's Reports for the Ocean View Hills MAD, Remington Hills MAD, and Robinhood Ridge MAD were approved by the City Council on August 10, 2012, per Resolution R-307663. These reports may be accessed on the City's webpage at <http://www.sandiego.gov/park-and-recreation/general-info/engreports.shtml>.

Landscape Maintenance Contract

All landscape maintenance activities in the Ocean View Hills MAD, Remington Hills MAD, and Robinhood Ridge MAD are provided by a landscape contractor. Areas of maintenance in each contract may include care and cleaning of street medians, parkway landscaping, greenbelts, undeveloped open space, sidewalk, curb and gutter, and/or landscaped slopes. Regular maintenance tasks include litter removal, sweeping, edging, trimming, mowing, and related functions; these tasks are identified categorically within the contract. Special planting projects and repairs are funded through the extraordinary labor allocation.

Staff estimates that maintenance activities require at least eight (8) workers daily, Monday through Friday or approximately 16,996 labor hours annually for routine work in these three MADs. Additional workers may be needed for extraordinary labor tasks. As such, the landscape maintenance contract is anticipated to exceed \$1 million over the maximum possible term of five years as shown in Attachment 1. As a result of the anticipated cost of this maintenance work, this contract is subject to Living Wage Ordinance compliance in accordance with Municipal Code §22.4201 *et seq.*

Bid Process

The City issued a Request for Bids for the Ocean View Hills, Remington Hills, and Robinhood Ridge MADs Landscape Maintenance (Bid Number 10023248-12-W). The bid was published in the in the *San Diego Daily Transcript* and posted on the City's website (DemandStar) on February 16, 2012. Staff conducted a pre-bid conference on March 8, 2012. Approximately 323 vendors viewed the bids on DemandStar, and Purchasing & Contracting Department received 11 bids by the deadline of April 5, 2012. Two addenda were issued during the bidding process to clarify questions associated with total labor hours required, location of work/maps, and related matters.

Staff analyzed bids and interviewed the lowest bid firms in accordance with Municipal Code §22.3001 *et seq.* Following a competitive selection and procurement process, the City selected Brewer Lawn Maintenance, Inc. as the lowest responsible bidder. An intent-to-award letter was issued on May 25, 2012, and Brewer Lawn Maintenance, Inc. began services on September 1, 2012. A copy of the contract and outline agreement is provided in Attachment 2.

Based on the scope of regular services and extraordinary labor requests, Brewer Lawn Maintenance, Inc. bid \$320,312 annually, with provisions for annual adjustments for Living Wage Ordinance (LWO) compliance, provisions allowing for inflationary increases tied to the San Diego-Urban Consumer Price Index (CPI), and contingencies required as a result of special projects, storms, future maintenance areas not yet on-line, or unexpected needs. The bid amount includes extraordinary labor, which is a discretionary account used for special projects such as replanting projects, repairs, irrigation upgrades, storm damage, subcontractor specialized work, and unexpected needs. Discount terms for this contract are five percent if vendor is paid by the City within 20 days of the City receiving the monthly invoice.

City Council Approval Requirement

This landscape maintenance contract will exceed \$1 million in total expenditures over the extent of the total five-year contract period. A memorandum of law (ML 2009-20) issued by the Office of the City Attorney, indicated that these service contracts require City Council approval due to the anticipated expenditures exceeding \$1 million during the contract period in accordance with San Diego Municipal Code §22.3211(d). The \$1,873,911 contract would exceed \$1 million during the second option year, which begins on September 1, 2014, and occurs during Fiscal Year 2015. As such, Council approval is requested to award the second and ensuing options for the duration of the contract.

Phase Funding

Since the term of each contract begins during a given fiscal year but not necessarily at the beginning of a given fiscal year, each contract is typically divided into six separate phases that will span portions of six fiscal years and cumulatively a period not to exceed five years. This action will authorize the execution of the initial one-year term; authorize the execution of up to four one-year extensions; and authorize the expenditure of funds, contingent upon the City Council authorizing the levy of assessments within the district for each fiscal year of the contract and the City Council adopting the Appropriation Ordinance for each fiscal year of the contract.

This contract is phase funded, with authority granted for each phase contingent upon City Council approval of future appropriation ordinances and assessment levies. The bid amount includes extraordinary labor, which is a discretionary account used for special projects (such as replanting projects, repairs, irrigation upgrades, storm damage, subcontractor specialized work, and unexpected needs). Each contract has provisions for annual adjustments for Living Wage Ordinance compliance and inflationary increases tied to the San Diego-All Urban Consumer Price Index (CPI) at an amount not to exceed 5%.

FISCAL CONSIDERATIONS:

The total five-year cost is projected to be \$1,873,911 over the maximum five-year term of the landscape maintenance contract. See Attachment 1 for a detailed cost spreadsheet of the maximum five-year term. The following chart summarizes the annual cost for the contract as divided by district:

Fiscal Year	TOTAL Amount	Ocean View Hills MAD Amount	Remington Hills MAD Amount	Robinhood Ridge MAD Amount
FY 2013	\$280,273.25	\$196,476.26	\$18,005.74	\$65,791.25
FY 2014	\$353,144.29	\$247,560.09	\$22,687.23	\$82,896.97
FY 2015	\$370,801.50	\$259,938.10	\$23,821.59	\$87,041.82
FY 2016	\$389,341.58	\$272,935.00	\$25,012.67	\$91,393.91
FY 2017	\$408,808.66	\$286,581.75	\$26,263.30	\$95,963.60
FY 2018	\$71,541.52	\$50,151.81	\$4,596.08	\$16,793.63
TOTAL	\$1,873,910.79	\$1,313,643.01	\$120,386.60	\$439,881.18

Funding in the amount of \$280,273 is available from the three MADs as follows: \$196,476 in the Ocean View Hills MAD (Fund No. 200096); \$18,006 in the Remington Hills MAD (Fund No. 200098); and \$65,791 in the Robinhood Ridge MAD (Fund No. 200097) in Fiscal Year 2013 for the first phase of the contract. Additional funds for future phases will be available in future years contingent upon available reserves, approval to levy future annual assessments, and approval of the annual district budget and appropriation ordinance. See Attachment 1 for a cost schedule for the contract term.

This contract is funded by three MADs, each of which receives funding primarily from property assessments for the special benefits provided by this district. The Gas Tax Fund provides a financial contribution for the districts to maintain medians, and the Environmental Growth Fund provides a financial contribution for the districts to maintain open space lands.

Cost estimates for future years include a cost indexing factor of a maximum of 5% annually based on changes to the CPI and LWO in accordance with contract specifications. Historically, the actual amount of the allowable cost indexing increase has generally been less than the 5% projection; however, the 5% basis is the most conservative approach and is provided as the maximum indexing amount in the terms of the contract. Additional contingency funds are included in the cost estimate for any unforeseen needs in the district. Any unspent funds will be returned to the district fund balance.

EQUAL OPPORTUNITY CONTRACTING INFORMATION:

This contract is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708) and the City's Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

PREVIOUS COUNCIL and/or COMMITTEE ACTION:

The Ocean View Hills, Remington Hills, and Robinhood Ridge Maintenance Assessment Districts were established on June 22, 1999, per Resolution R-291812, as the "Northwest Otay Mesa Maintenance Assessment District" to maintain landscaped and hardscaped medians, rights of way, native and revegetated open space, gutters, and landscaped slopes. On July 25, 2005, the Northwest Otay Mesa Maintenance Assessment District was split per Resolution R-300707, and each former sub-district became a standalone district.

The City Council last authorized approval of updated assessment engineer's reports and annual levy of assessments for each district on August 10, 2012, per Resolution R-307663.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

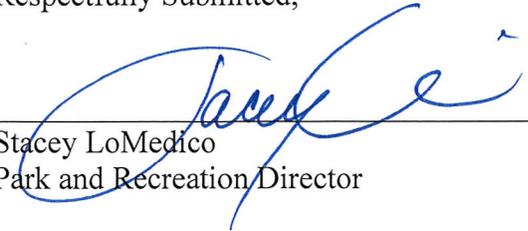
The City's Purchasing & Contracting Department issued a Request for Bids for Ocean View Hills, Remington Hills, and Robinhood Ridge Landscape Maintenance on February 16, 2012, and advertised in the *San Diego Daily Transcript* and on the City's website (DemandStar). None of these three districts have active citizen advisory committees. In accordance with Municipal Code §65.0209 and 65.0210, staff conducted a noticed public meeting to discuss the budget and contract levels of service on January 26, 2012.

KEY STAKEHOLDERS AND PROJECTED IMPACTS:

Key stakeholders in this process are the property owners that are assessed as part of the Maintenance Assessment Districts program. The services identified in the Brewer Lawn Maintenance, Inc. contract are necessary in order to meet legal requirements and to provide

Maintenance Assessment District services. If this action is not approved by the City Council, services would cease prior to any expenditure over \$1 million (projected to occur during the second option year), and staff would initiate a new competitive bid process at that time.

Respectfully Submitted,



Stacey LoMedico
Park and Recreation Director



Jay M. Goldstone
Chief Operating Officer

Attachments:

1. Cost Estimates for Brewer Lawn Maintenance, Inc. – Ocean View Hills, Remington Hills, Robinhood Ridge Maintenance Assessment Districts
2. Copy of Brewer Lawn Maintenance, Inc. Contract and Pricing Agreement

Landscape Contract Cost over Five-Year Term

Attachment 1

Districts: Ocean View Hills, Remington Hills, Robinhood Ridge
Vendor: Brewer Lawn Maintenance, Inc.
Bid Number: 10023248-12-W
Contract Number: 4600001298
Initial Date: 9/1/2012 FY 2013
Ending Date: 8/31/2017 FY 2018

	OVH MAD	RH MAD	RR MAD
Fund	200096	200098	200097
Cost Center	1714151643	1714151645	1714151644
G/L Account	512134	512134	512134
Estimated Percentage of Contract	70.10%	6.42%	23.47%

Fiscal Year	Contract Year	Date Range	# of Months	Outline Agreement Total	LWO/ CPI*	Subtotal	Contingency Factor	Total Amount	Fiscal Year Annual Total	Cumulative Total
<i>Outline Agreement Total:</i>				\$320,312.28	5%		5%	5%		
FY 2013	Initial 1-Yr Term	9/1/12-6/30/13	10	\$266,926.90	\$0.00	\$266,926.90	\$13,346.35	\$280,273.25	\$280,273.25	\$280,273.25
FY 2014	Option 1	7/1/13-8/31/13	2	\$53,385.38	\$2,669.27	\$56,054.65	\$2,802.73	\$58,857.38		\$339,130.63
		9/1/13-6/30/14	10	\$266,926.90	\$13,346.35	\$280,273.25	\$14,013.66	\$294,286.91	\$353,144.29	\$633,417.53
FY 2015	Option 2	7/1/14-8/31/14	2	\$56,054.65	\$2,802.73	\$58,857.38	\$2,942.87	\$61,800.25		\$695,217.78
		9/1/14-6/30/15	10	\$280,273.25	\$14,013.66	\$294,286.91	\$14,714.35	\$309,001.25	\$370,801.50	\$1,004,219.04
FY 2016	Option 3	7/1/15-8/31/15	2	\$58,857.38	\$2,942.87	\$61,800.25	\$3,090.01	\$64,890.26		\$1,069,109.30
		9/1/15-6/30/16	10	\$294,286.91	\$14,714.35	\$309,001.25	\$15,450.06	\$324,451.32	\$389,341.58	\$1,393,560.62
FY 2017	Option 4	7/1/16-8/31/16	2	\$61,800.25	\$3,090.01	\$64,890.26	\$3,244.51	\$68,134.78		\$1,461,695.39
		9/1/16-6/30/17	10	\$309,001.25	\$15,450.06	\$324,451.32	\$16,222.57	\$340,673.88	\$408,808.66	\$1,802,369.27
FY 2018		7/1/17-8/31/17	2	\$64,890.26	\$3,244.51	\$68,134.78	\$3,406.74	\$71,541.52		\$1,873,910.79
				\$72,273.81			\$89,233.85	\$1,873,910.79	\$1,873,910.79	

* NOTE: Living Wage Ordinance (LWO) and Consumer Price Index (CPI) adjustments do not occur during the fiscal year in which the contract is awarded, so the contract is not indexed until the beginning of the following fiscal year.

Fiscal Year	TOTAL Amount	Ocean View Hills MAD Amount	Remington Hills MAD Amount	Robinhood Ridge MAD Amount
FY 2013	\$280,273.25	\$196,476.26	\$18,005.74	\$65,791.25
FY 2014	\$353,144.29	\$247,560.09	\$22,687.23	\$82,896.97
FY 2015	\$370,801.50	\$259,938.10	\$23,821.59	\$87,041.82
FY 2016	\$389,341.58	\$272,935.00	\$25,012.67	\$91,393.91
FY 2017	\$408,808.66	\$286,581.75	\$26,263.30	\$95,963.60
FY 2018	\$71,541.52	\$50,151.81	\$4,596.08	\$16,793.63
TOTAL	\$1,873,910.79	\$1,313,643.01	\$120,386.60	\$439,881.18

Term of service contract is one-year initial term plus four one-year options to renew for a total of 5 years.

VENDOR LOT SUMMARY

Bid Number: 10023248-12-W

Bid Title: Landscape Maintenance for Ocean View Hills, Robinhood Ridge and Remington Maintenance Assessment Districts

Bid Closing Date: April 12, 2012

Bid Closing Time: 3:00 p.m. P.T.

Buyer: Bill Broderick

CPC:

Bid Tab by : Kandy Soto

	VENDOR	ADDENDUM	CASH DISCOUNT TERMS	TOTAL BID	DISCOUNT AMOUNT	FINAL BID TOTAL
1	BREWER LAWN MAINTENANCE INC.	ADD A,B,C	5%/20 DAYS	\$320,311.28	\$16,015.56	\$304,295.72
2	ACACIA LANDSCAPE	ADD C	NN	\$307,249.44	NET	\$307,249.44
3	WESTERN GARDENS LANDSCAPING, INC.	ADD C	15%/20 DAYS	\$377,728.47	\$56,659.27	\$321,069.20
4	TREEBEARD LANDSCAPE	ADD C	1%/20 DAYS	\$327,016.12	\$3,270.16	\$323,745.96
5	CONTEMPORARY DESIGN LANDSCAPE	ADD C	4%/20 DAYS	\$359,985.12	\$14,399.40	\$345,585.72
6	WESTTURF LANDSCAPE	ADD C	5%/20 DAYS	\$364,686.00	\$18,234.30	\$346,451.70
7	TROPICAL CREATIONS INC.	ADD C	NN	\$355,201.44	NET	\$355,201.44
8	SHORELINE LANDCARE INC.	ADD C	15%/20 DAYS	\$419,660.00	\$62,949.00	\$356,711.00
9	LUSA SD, LP	ADD C	5%/20 DAYS	\$376,592.44	\$18,829.62	\$357,762.82
10	AZTEC LANDSCAPING, INC.	ADD A,B,C	2%/20 DAYS	\$373,665.84	\$7,473.32	\$366,192.52
11	NISSHO OF CALIFORNIA	ADD C	NN	\$380,562.44	NET	\$380,562.44

GENERAL BID NOTES:

ABBREVIATION KEYS:

N/A - NOT APPLICABLE

NN - NOT NOTED

VENDOR NOTES:

BID PAGE, VENDOR 1, 2, 4, 5, 6, 7, 11: DELIVERY TIME: NN

BID PAGE, VENDOR 3: DELIVERY TIME: VENDOR WROTE "20"

BID PAGE, VENDOR 8: DELIVERY TIME: VENDOR WROTE "2"

BID PAGE, VENDOR 9: DELIVERY TIME: VENDOR WROTE "3"

BID PAGE, VENDOR 10: DELIVERY TIME: VENDOR WROTE "AS REQUIRED"



**City of San Diego PURCHASING
CONTRACT
Bid No: 10023248-12w**

Cont. No. 4600001298

Ship To: Center ID: PNC1 PURCHASING & CONTRACTING PURCHASING & CONTRACTING-DELIVERY MS56P 1200 3RD AVE STE 200 SAN DIEGO CA 92101-4195	Bill To: PURCHASING & CONTRACTING PURCHASING & CONTRACTING-INVOICE MS56P 1200 3RD AVE STE 200 SAN DIEGO CA 92101-4195	Date: 06/06/2012 Last Option End Date: 08/31/2017 Validity End Date: 08/31/2017
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Vendor: Brewer Lawn Maintenance Inc 1829 Royston Dr San Diego CA 92154-2856 Vendor ID: 0010005790 Phone: 619-429-5065 Fax: 619-429-5065	Terms: Within 20 days 5 % cash discount Delivery Terms: FOB FREE ON BOARD Buyer: WILLIAM BRODERICK Phone: Fax: E-Mail: wbroderick@sandiego.gov
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Line #	Item ID/Description	Quantity/UM	Unit Price	Extended Price
This Document is for Contractual Information Only and is NOT a Purchase Order. Purchase Orders Will be Issued as Needed See Purchase Orders for the delivery and billing address...				
1	Blanket PO's For tracking dollars only. For all three areas Ocean View Hills, Robinhood Ridge and Remington Hills	1 EA	\$ 1.00	\$ 1.00
2	Category II, Approx. 71,490 sq.ft. This is the first category for Ocean View Hills	12 M	\$ 2,728.16	\$ 32,737.92
3	Category III, Approx. 46,191 sq.ft.	12 M	\$ 566.33	\$ 6,795.96
4	Category IV, Approx. 157,361 sq. ft.	12 M	\$ 746.66	\$ 8,959.92

Have questions about doing business with the City of San Diego? Visit our Purchasing web site at www.sandiego.gov/purchasing For specific information regarding contract opportunities with the City of San Diego, please visit our Bid & Contract Opportunities web site at www.sandiego.gov/bids-contracts .	SEE LAST PAGE FOR TOTAL
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**City of San Diego PURCHASING
CONTRACT
Bid No: 10023248-12w**

Cont. No. 460001298

Ship To: PURCHASING & CONTRACTING PURCHASING & CONTRACTING-DELIVERY MS56P 1200 3RD AVE STE 200 SAN DIEGO CA 92101-4195	Center ID: PNC1	Bill To: PURCHASING & CONTRACTING PURCHASING & CONTRACTING-INVOICE MS56P 1200 3RD AVE STE 200 SAN DIEGO CA 92101-4195	Date: 06/06/2012 Last Option End Date: 08/31/2017 Validity End Date: 08/31/2013
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Vendor: Brewer Lawn Maintenance Inc 1829 Royston Dr San Diego CA 92154-2856	Terms: Within 20 days 5 % cash discount Delivery Terms: FOB FREE ON BOARD
Vendor ID: 0010005790 Phone: 619-429-5065 Fax: 619-429-5065	Buyer: WILLIAM BRODERICK Phone: Fax: E-Mail: wbroderick@sandiego.gov

Line #	Item ID/Description	Quantity/UM	Unit Price	Extended Price
This Document is for Contractual Information Only and is NOT a Purchase Order. Purchase Orders Will be Issued as Needed See Purchase Orders for the delivery and billing address...				
5	Category V, Approx. 422,581 sq. ft.	12 M	\$ 5,462.33	\$ 65,547.96
6	Category VI, Approx. 184,091 sq. ft.	12 M	\$ 3,142.00	\$ 37,704.00
7	Category VII, Approx. 64,775 sq. ft.	12 M	\$ 1,514.66	\$ 18,175.92
8	Category VIII, Approx. 1,304 Lin ft.	12 M	\$ 1,015.00	\$ 12,180.00
9	Category IX, Approx. 340.01 Acres	12 M	\$ 470.16	\$ 5,641.92

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**City of San Diego PURCHASING
CONTRACT
Bid No: 10023248-12w**

Cont. No. 4600001298

Ship To: Center ID: PNC1 PURCHASING & CONTRACTING PURCHASING & CONTRACTING-DELIVERY MS56P 1200 3RD AVE STE 200 SAN DIEGO CA 92101-4195	Bill To: PURCHASING & CONTRACTING PURCHASING & CONTRACTING-INVOICE MS56P 1200 3RD AVE STE 200 SAN DIEGO CA 92101-4195	Date: 06/06/2012 Last Option End Date: 08/31/2017 Validity End Date: 08/31/2013
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Vendor: Brewer Lawn Maintenance Inc 1829 Royston Dr San Diego CA 92154-2856 Vendor ID: 0010005790 Phone: 619-429-5065 Fax: 619-429-5065	Terms: Within 20 days 5 % cash discount Delivery Terms: FOB FREE ON BOARD Buyer: WILLIAM BRODERICK Phone: Fax: E-Mail: wbroderick@sandiego.gov
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Line #	Item ID/Description	Quantity/UM	Unit Price	Extended Price
This Document is for Contractual Information Only and is NOT a Purchase Order. Purchase Orders Will be Issued as Needed See Purchase Orders for the delivery and billing address...				
10	Extraordinary Labor This is the last line for Ocean View Hills	2,000 H	\$ 18.40	\$ 36,800.00
11	Category IV, Approx. 11,082 Lin ft. This is the first line/category for Robinhood Ridge area.	12 M	\$ 300.33	\$ 3,603.96
12	Category V, Approx. 46,416 sq. ft.	12 M	\$ 1,770.33	\$ 21,243.96
13	Category VI, Approx. 110,810 sq ft.	12 M	\$ 2,179.33	\$ 26,151.96
14				

Have questions about doing business with the City of San Diego? Visit our Purchasing web site at www.sandiego.gov/purchasing For specific information regarding contract opportunities with the City of San Diego, please visit our Bid & Contract Opportunities web site at www.sandiego.gov/blds-contracts .	SEE LAST PAGE FOR TOTAL
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City of San Diego PURCHASING
CONTRACT
Bid No: 10023248-12w

Cont. No. **4600001298**

Ship To: Center ID: PNC1 PURCHASING & CONTRACTING PURCHASING & CONTRACTING-DELIVERY MS56P 1200 3RD AVE STE 200 SAN DIEGO CA 92101-4195	Bill To: PURCHASING & CONTRACTING PURCHASING & CONTRACTING-INVOICE MS56P 1200 3RD AVE STE 200 SAN DIEGO CA 92101-4195	Date: 06/06/2012 Last Option End Date: 08/31/2017 Validity End Date: 08/31/2013
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Vendor: Brewer Lawn Maintenance Inc 1829 Royston Dr San Diego CA 92154-2856 Vendor ID: 0010005790 Phone: 619-429-5065 Fax: 619-429-5065	Terms: Within 20 days 5 % cash discount Delivery Terms: FOB FREE ON BOARD Buyer: WILLIAM BRODERICK Phone: Fax: E-Mail: wbroderick@sandiego.gov
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Line #	Item ID/Description	Quantity/UM	Unit Price	Extended Price
This Document is for Contractual Information Only and is NOT a Purchase Order. Purchase Orders Will be Issued as Needed See Purchase Orders for the delivery and billing address...				
	Category VII, Approx. 11,082 Lin ft.	12 M	\$ 406.66	\$ 4,879.92
15	Category IX, Approx 92.12 Acres	12 M	\$ 75.83	\$ 909.96
16	Extraordinary Labor This is the last line for Robinhood Ridge area.	1,000 H	\$ 18.40	\$ 18,400.00
17	Category IV, Approx. 11125 Lin. ft. This is the first line category for Remington Hills area.	12 M	\$ 263.33	\$ 3,159.96
18				

Have questions about doing business with the City of San Diego? Visit our Purchasing web site at www.sandiego.gov/purchasing For specific information regarding contract opportunities with the City of San Diego, please visit our Bid & Contract Opportunities web site at www.sandiego.gov/blds-contracts .	SEE LAST PAGE FOR TOTAL
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**City of San Diego PURCHASING
CONTRACT
Bid No: 10023248-12w**

Cont. No. 4600001298

Ship To: Center ID: PNC1 PURCHASING & CONTRACTING PURCHASING & CONTRACTING-DELIVERY MS56P 1200 3RD AVE STE 200 SAN DIEGO CA 92101-4195	Bill To: PURCHASING & CONTRACTING PURCHASING & CONTRACTING-INVOICE MS56P 1200 3RD AVE STE 200 SAN DIEGO CA 92101-4195	Date: 06/06/2012 Last Option End Date: 08/31/2017 Validity End Date: 08/31/2013
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Vendor: Brewer Lawn Maintenance Inc 1829 Royston Dr San Diego CA 92154-2856 Vendor ID: 0010005790 Phone: 619-429-5065 Fax: 619-429-5065	Terms: Within 20 days 5 % cash discount Delivery Terms: FOB FREE ON BOARD Buyer: WILLIAM BRODERICK Phone: Fax: E-Mail: wbroderick@sandiego.gov
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Line #	Item ID/Description	Quantity/UM	Unit Price	Extended Price
This Document is for Contractual Information Only and is NOT a Purchase Order. Purchase Orders Will be Issued as Needed See Purchase Orders for the delivery and billing address...				
	Category VI, 13,350 sq. ft.	12 M	\$ 463.00	\$ 5,556.00
19	Category VII, Approx. 11,125 Lin ft.	12 M	\$ 89.00	\$ 1,068.00
20	Category IX, Approx. 47.02 Acres	12 M	\$ 132.83	\$ 1,593.96
21	Extraordinary Labor This is the last line for Remington Hills area.	500 H	\$ 18.40	\$ 9,200.00

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City of San Diego PURCHASING
 CONTRACT
 Bid No: 10023248-12w

Cont. No. **460001298**

Ship To: Center ID: PNC1 PURCHASING & CONTRACTING PURCHASING & CONTRACTING-DELIVERY MS56P 1200 3RD AVE STE 200 SAN DIEGO CA 92101-4195	Bill To: PURCHASING & CONTRACTING PURCHASING & CONTRACTING-INVOICE MS56P 1200 3RD AVE STE 200 SAN DIEGO CA 92101-4195	Page 6 of 7 Date: 06/06/2012 Last Option End Date: 08/31/2017 Validity End Date: 08/31/2013
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Vendor: Brewer Lawn Maintenance Inc 1829 Royston Dr San Diego CA 92154-2856 Vendor ID: 0010005790 Phone: 619-429-5065 Fax: 619-429-5065	Terms: Within 20 days 5 % cash discount Delivery Terms: FOB FREE ON BOARD Buyer: WILLIAM BRODERICK Phone: Fax: E-Mail: wbroderick@sandiego.gov
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Line #	Item ID/Description	Quantity/UM	Unit Price	Extended Price
	Notes: Landscape Maintenance for Ocean View Hills, Robinhood Ridge and Remington Hills MAD AWARD OF CONTRACT TO FURNISH THE CITY OF SAN DIEGO WITH LANDSCAPE MAINTENANCE for Ocean View Hills, Robinhood Ridge and Remington Hills MAD FOR INITIAL AWARD PERIOD OF ONE (1)YEAR PERIOD BEGINNING SEPTEMBER 1,2012 THROUGH AUGUST 31,2013 NOTE: CONTRACT WILL AUTOMATICALLY BE INCREASED BY LWO ON JULY 1, OF EVERY YEAR. OPTION TO RENEW CONTRACT FOR THREE (3) ADDITIONAL ONE (1) YEAR PERIODS: - 09/01/2013 THROUGH 08/30/2014; LWO INCREASE DUE 07/01/2013 - 09/01/2014 THROUGH 08/30/2015; LWO INCREASE DUE 07/01/2014 - 09/01/2015 THROUGH 08/30/2016; LWO INCREASE DUE 07/01/2015 - 09/01/2016 THROUGH 08/30/2017; LWO INCREASE DUE 07/01/2016 UPDATE INSURANCE AS REQUIRED PUBLIC AGENCY: YES, STD. CLAUSE BUYER: WILLIAM BRODERICK, CPPB, PH 619.236.6653 E-MAIL: wBRODERICK@SANDIEGO.GOV			

Have questions about doing business with the City of San Diego? Visit our Purchasing web site at www.sandiego.gov/purchasing For specific information regarding contract opportunities with the City of San Diego, please visit our Bid & Contract Opportunities web site at www.sandiego.gov/bids-contracts .	SEE LAST PAGE FOR TOTAL
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City of San Diego PURCHASING
CONTRACT
Bid No: 10023248-12w

Cont. No. **4600001298**

Ship To: Center ID: PNC1 PURCHASING & CONTRACTING PURCHASING & CONTRACTING-DELIVERY MS56P 1200 3RD AVE STE 200 SAN DIEGO CA 92101-4195	Bill To: PURCHASING & CONTRACTING PURCHASING & CONTRACTING-INVOICE MS56P 1200 3RD AVE STE 200 SAN DIEGO CA 92101-4195	Date: 06/06/2012 Last Option End Date: 08/31/2017 Validity End Date: 08/31/2013
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Vendor: Brewer Lawn Maintenance Inc 1829 Royston Dr San Diego CA 92154-2856 Vendor ID: 0010005790 Phone: 619-429-5065 Fax: 619-429-5065	Terms: Within 20 days 5 % cash discount Delivery Terms: FOB FREE ON BOARD Buyer: WILLIAM BRODERICK Phone: Fax: E-Mail: wbroderick@sandiego.gov
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VENDOR CONTACT: MR. RON BREWER, CEO, 619.429.5065 FAX 619.872.2108 E-MAIL: BREWERLAWN@COX.NET NOTE: THIS IS FOR CONTRACTUAL INFORMATION ONLY, THIS IS NOT A PURCHASE ORDER. PURCHASE ORDERS WILL BE ISSUED AS REQUIRED. DISTRIBUTION: FILE, VENDOR, BUYER, ROBERT (BOB) SMITH AND DAVID TRAN AND NORA NUGENT (LWO)		
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Have questions about doing business with the City of San Diego? Visit our Purchasing web site at www.sandiego.gov/purchasing For specific information regarding contract opportunities with the City of San Diego, please visit our Bid & Contract Opportunities web site at www.sandiego.gov/blds-contracts .	<table> <tr> <td>Line Item Total \$</td> <td>320,312.28</td> </tr> <tr> <td>Tax</td> <td></td> </tr> <tr> <td>Freight</td> <td>0.00</td> </tr> <tr> <td>Contract Total \$</td> <td>320,312.28</td> </tr> </table>	Line Item Total \$	320,312.28	Tax		Freight	0.00	Contract Total \$	320,312.28
Line Item Total \$	320,312.28								
Tax									
Freight	0.00								
Contract Total \$	320,312.28								



CITY OF SAN DIEGO

ORIGINAL

PURCHASING & CONTRACTING DEPT.
1200 Third Avenue, Suite 200
San Diego, CA 92101-4195

Bid No. 10023248-12-W

REQUEST FOR BID
ADDENDUM C - B + A

Closing Date: April 12, 2012
@ 3:00 pm P.T.

Subject: Furnish the City of San Diego with Landscape Maintenance for Ocean View Hills, Robinhood Ridge, and Remington Maintenance Assessment District

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

License(s) Required: C-27

Note: Recommended Pre-Bid Conference - See Page 9 for Details.

Company Brewer Lawn Maint. Inc. Name Roni Brewer
Federal Tax I.D. No. 33-0659687
Street Address 1829 Royston Drive
City San Diego
State CA Zip Code 92154
Tel. No. 619 429-5065 Fax No. 619 429-5065
E-Mail brewerlawn@cox.net

If your firm is not located in California, are you authorized to collect California sales tax?
If Yes, under what Permit #
City of San Diego Business Tax Certificate #:

*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.

SUBMITTED BIDS MUST HAVE AN ORIGINAL SIGNATURE.

The City's Standard Payment Terms are Net 30 Days. However the City will accept the following payment terms and they will be considered for bid evaluation:

- 1% 20 days, 2% 20 days, 3% 20 days, 4% 20 days, 5% 20 days X, 10% 20 days, 15% 20 days, 20% 20 days

Please check terms offered if other than Net 30 Days

State delivery time required: days after receipt of order.

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

- 1) Bid must be submitted on official City bid forms.
2) All information on this Request for Bid cover page must be completed.
3) This cover page must be signed with an original signature.
4) All bidders must complete and submit the Contractor/Vendor Registration Form.
5) Bid must be submitted on or before the exact closing date and time. Bid 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.

FOR FURTHER INFORMATION CONCERNING THIS BID, PLEASE CONTACT:

BILL BRODERICK, CPPB/muw, Procurement Specialist

Phone: (619) 236-6653

Fax: (619) 236-5904

E-mail: WBroderick@sandiego.gov

CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPARTMENT

1200 Third Avenue, Suite 200

San Diego, CA 92101-4195

Fax: (619) 236-5904

ADDENDUM C

Bid No. 10023248-12-W

Revised Bid Closing Date: April 12, 2012
@ 3:00 p.m.

Bids for furnishing the City of San Diego with **Landscape Maintenance for Ocean View Hills, Robinhood Ridge, and Remington Maintenance Assessment District.**

The following changes to the specifications are hereby made effective as though they were originally shown and/or written:

1. **The bid closing date has been changed from April 5, 2012 to April 12, 2012 @ 3:00 p.m.**
2. Delete the Addendum B Request for Bid cover page and replace with the attached Addendum C Request for Bid cover page.
3. Delete the Addendum A page 14 and replace with the attached Addendum C page 14. (NOTE: Section II, Category V, Schedule of Tasks Cost Table, page 14 has been changed).
4. Delete the Addendum A page 16 and replace with the attached Addendum C page 16. (NOTE: Section II, Category VII, Schedule of Tasks Cost Table, page 16 has been changed).
5. Delete the Addendum B page 67 and replace with the attached Addendum C page 67. (NOTE: Section V, paragraph A, text has been changed).

CITY OF SAN DIEGO PURCHASING & CONTRACTING DEPARTMENT

Bill Broderick, CPPB
Procurement Specialist
(619) 236-6653

April 4, 2012

WB/muw

CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPARTMENT
1200 Third Avenue, Suite 200
San Diego, CA 92101-4195
Fax: (619) 236-5904

ADDENDUM B

Bid No. 10023248-12-W

Bid Closing Date: April 5, 2012
@ 3:00 p.m.

Bids for furnishing the City of San Diego with **Landscape Maintenance for Ocean View Hills, Robinhood Ridge, and Remington Maintenance Assessment District.**

The following changes to the specifications are hereby made effective as though they were originally shown and/or written:

1. Delete the original Pricing page 5 and replace with the attached Addendum B Pricing page 5. (NOTE: Section I, paragraph A, Category IX has been added).
2. Delete the original Pricing page 6 and replace with the attached Addendum B Pricing page 6. (NOTE: Section I, paragraph C, Category IX has been added).
3. Delete Addendum A Pricing page 7 and replace with the attached Addendum B Pricing page 7. (NOTE: Section I, paragraph E, Category IX has been added).
4. Delete the original page 67 and replace with the attached Addendum B page 67. (NOTE: Section V, paragraph B, text has been changed).
5. Add fifteen (15) pages of Attachment 1. (NOTE: Schedule of Costs has been added).
6. Add eight (8) pages of Attachment 2, Purchasing Contract Outline Agreement.
7. Add one (1) page of Attachment 3, Otay Maintenance Assessment District Map.
8. Add one (1) page of Questions and Answers. (NOTE: This is for informational purpose only and is not part of any resulting contract.)

CITY OF SAN DIEGO PURCHASING & CONTRACTING DEPARTMENT

Bill Broderick
Procurement Specialist, CPPB
(619) 236-6653

March 13, 2012

WB/muw

CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPARTMENT

1200 Third Avenue, Suite 200

San Diego, CA 92101-4195

Fax: (619) 236-5904

ADDENDUM A

Bid No. 10023248-12-W

Bid Closing Date: April 5, 2012
@ 3:00 p.m.

Bids for furnishing the City of San Diego with **Landscape Maintenance for Ocean View Hills, Robinhood Ridge, and Remington Maintenance Assessment District**

The following changes to the specifications are hereby made effective as though they were originally shown and/or written:

1. Delete the original Pricing page 7 and replace with the attached Addendum A Pricing page 7. (NOTE: Section I, Table D, estimated quantity and cost of extraordinary labor has been changed).
2. Delete the original page 8 and replace with the attached Addendum A page 8. (NOTE: Section I, Table F, estimated quantity and cost of extraordinary labor has been changed).
3. Delete the original page 11 and replace with the attached Addendum A page 11. (NOTE: Section II, Category II, Schedule of Tasks Cost Table, page 11 has been changed).
4. Delete the original page 12 and replace with the attached Addendum A page 12. (NOTE: Section II, Category III, Schedule of Tasks Cost Table, page 12 has been changed).
5. Delete the original page 13 and replace with the attached Addendum A page 13. (NOTE: Section II, Category IV, Schedule of Tasks Cost Table, page 13 has been changed).
6. Delete the original page 14 and replace with the attached Addendum A page 14. (NOTE: Section II, Category V, Schedule of Tasks Cost Table, page 14 has been changed).

7. Delete the original page 15 and replace with the attached Addendum A page 15. (NOTE: Section II, Category VI, Schedule of Tasks Cost Table, page 15 has been changed).
8. Delete the original page 16 and replace with the attached Addendum A page 16. (NOTE: Section II, Category VII, Schedule of Tasks Cost Table, page 16 has been changed).
9. Add Addendum A page 16a. (NOTE: Section II, Category IX, Schedule of Tasks Cost Table, has been added).
10. Delete the original page 17 and replace with the attached Addendum A page 17. (NOTE: Section II, Category VIII, Schedule of Tasks Cost Table, page 17 has been changed).
11. Delete the original page 20 and replace with the attached Addendum A page 20. (NOTE: Section II, Category VI, Schedule of Tasks Cost Table, page 20 has been changed).
12. Delete the original page 25 and replace with the attached Addendum A page 25. (NOTE: Section II, Category VII, Schedule of Tasks Cost Table, page 25 has been changed).
13. Delete the original page 43, and replace with the attached Addendum A pages 43 through 48. (NOTE: Category IX. Ocean View Hills, Service Frequencies, has been added).
14. Add Addendum A page 43a has been added. (Category IX, Ocean View Hills, text has been added).
15. Delete the original page 44, and replace with the attached Addendum A page 44. (NOTE: Category IX. Robinhood Ridge. Open Space Native, Service Frequencies, has been added).
16. Add Addendum A page 44a has been added. (Category IX, Ocean View Hills, text has been added).
17. Delete the original pages 47 and 48 and replace with the attached Addendum A pages 47 and 48. (NOTE: Category VII: Remington Hills. Open Space Native has been deleted).
18. Delete the original page 67 and replace with the attached Addendum A page 67. (NOTE: Section V, paragraph A, has been changed).

Page 2 of 3
Bid No. 10023248-12-W
March 7, 2012

19. Delete the original page 70 and replace with the attached Addendum A page 70.
(NOTE: Section V, Specifications, Paragraph H, item 9, has been added).

CITY OF SAN DIEGO PURCHASING & CONTRACTING DEPARTMENT

Bill Broderick
Procurement Specialist, CPPB
(619) 236-6653

March 7, 2012

BB/muw

I. PRICING PAGE

A. OCEAN VIEW HILLS MAINTENANCE ASSESSMENT DISTRICT

Category	Est. Qty.	U/M	Description	Total Cost Per Month	Total Cost Per Year
II	71,490	SQ FT	Street Medians Landscaped with Trees, Shrubs, and Groundcover	\$ 2728.16	\$ 32738.00 -
III	46,191	SQ FT	Stamped Concrete Medians	\$ 566.33	\$ 6796.00 -
IV	157,361	LIN FT	Sidewalks	\$ 746.66	\$ 8960.00 -
V	422,581	SQ FT	Irrigated Slopes Landscaped with Trees, Shrubs, and Groundcover	\$ 5462.33	\$ 65548.00 -
VI	184,091	SQ FT	Rights-of-Way Landscaped with Trees, Shrubs, Groundcover and Mulch	\$ 3142.00	\$ 37704.00 -
VII	64,775	LIN FT	Gutters	\$ 1514.66	\$ 18176.00 -
VIII	1,304	LIN FT	Brow Ditches	\$ 1015.00	\$ 12180.00 -
IX	340.01	ACRE	Open Space	\$ 470.16	\$ 5642.00

TOTAL SECTION A: \$ 187744.00 -

B. OCEAN VIEW HILLS EXTRAORDINARY LABOR

Est. Qty.	U/M	Description	Cost Per Hour	Total Cost
2,000	HR	Extraordinary Labor	\$18.40	\$36800.00

NOTE: The cost of the two thousand (2,000) hours of extraordinary labor will be added to the bid price to determine the overall low Bidder.

TOTAL SECTION A & B: \$ 224544.00 -

C. ROBINHOOD RIGDE MAINTENANCE ASSESSMENT DISTRICT

Category	Est. Qty.	U/M	Description	Total Cost Per Month	Total Cost Per Year
IV	11,082	LIN FT	Sidewalks	\$300.33	\$3604.00 -
V	46,416	SQ FT	Irrigated Slopes Landscaped with Trees, Shrubs, and Groundcover	\$1770.33	\$21244.00 -
VI	110,810	SQ FT	Rights-of-Way Landscaped with Trees, Shrubs, Groundcover and Mulch	\$2179.33	\$26152.00 -
VII	11,082	LIN FT	Gutters	\$406.66	\$4880.00 -
IX	92.12	ACRE	Open Space	\$75.83	\$910.00
TOTAL SECTION C:				\$4732.50	\$56790.00 -

D. ROBINHOOD RIDGE EXTRAORDINARY LABOR

Est. Qty.	U/M	Description	Cost Per Hour	Total Cost
1,000	HR	Extraordinary Labor	\$18.40	\$18400.00

NOTE: The cost of the one thousand (1,000) hours of extraordinary labor will be added to the bid price to determine the overall low Bidder.

TOTAL SECTION C & D: \$ 75190.00

E. REMINGTON HILLS MAINTENANCE ASSESSMENT DISTRICT

Category	Est. Qty.	U/M	Description	Total Cost Per Month	Total Cost Per Year
IV	11,125	LIN FT	Sidewalks	\$263.33	\$3160.00 -
VI	13,350	SQ FT	Rights-of-Way Landscaped with Trees, Shrubs, Groundcover and Mulch	\$463.00	\$5556.00 -
VII	11,125	LIN FT	Gutters	\$89.00	\$1068.00 -
IX	47.02	ACRE	Open Space	\$132.83	\$1594.00 -
TOTAL SECTION E:				\$948.16	\$11378.00 -

F. REMINGTON HILLS EXTRAORDINARY LABOR

Est. Qty.	U/M	Description	Cost Per Hour	Total Cost
500	HR	Extraordinary Labor	\$18.40	\$9200.00

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

TOTAL SECTIONS E & F: \$ 20578.00 -

GRAND TOTAL SECTIONS A, B, C, D, E & F: \$ 320312.00 -

F. 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: Ocean View Hills. Street Medians Landscaped with Trees, Shrubs, and Groundcover.
Approximately 71,490 sq. ft.

TASK DESCRIPTION	CITY'S HOURS	LABOR COST	MATERIALS COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
CATEGORY II:		Hourly Rate X Time				
• Supervisor Inspection		19.60 ²⁰ hrs x	.08	4.00	52	\$208.00 ✓
• Irrigation Inspection		19.60 4 hrs x	1.60	80.00	52	\$4160.00 ✓
• Litter Removal		18.40 x 2 hrs	.20	37.00	104	\$3848.00 ✓
• Weed Removal		18.40 x 40 hrs	4.00	740.00	12	\$8880.00 ✓
• Edging		18.40 x 40 hrs	2.00	738.00	12	\$8856.00 ✓
• Pruning – Trees		18.40 40 hrs	4.00	740.00	2	\$1480.00 ✓
• Pruning – Shrubs and Groundcover		18.40 60 hrs x	6.00	1110.00	2	\$2220.00 ✓
• Fertilization – Shrubs and Groundcover		18.40 30 hrs x	218.00	770.00	4	\$3080.00 ✓

TOTAL BID PRICE PER YEAR FOR CATEGORY II:

\$32738.00 ✓

(Enter bid price on page 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.

Category III: Ocean View Hills. Stamped Concrete Medians. Approximately 46,191 sq. ft.

TASK DESCRIPTION	LABOR COST	City Hours	MATERIALS COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
CATEGORY III:	Hourly Rate X Time					
• Supervisor Inspection		19.60 10 hrs x	.04	2.00	52	104.00 ✓
• Litter Removal		18.40 1.5 hrs x	.40	28.00	104	\$ 2912.00 ✓
• Weed Removal		18.40 5 hrs x	2.00	94.00	12	\$ 1128.00 ✓
• Sweeping – Stamped Concrete		18.40 12 hrs x	.20	221.00	12	\$ 2652.00 ✓

TOTAL BID PRICE PER YEAR FOR CATEGORY III:
(Enter bid price on page 5.)

\$6796.00 ✓

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.

Category IV: Ocean View Hills. Sidewalks. Approximately 157,361 lin. ft.

TASK DESCRIPTION	LABOR COST	City Hours	MATERIALS COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
CATEGORY IV:	Hourly Rate X Time					
• Supervisor Inspection	19.60 X .2 hrs	.2	.08	4.00	52	\$208.00 ✓
• Litter Removal	18.40 X 3 hrs	3	.80	56.00	104	\$5824.00 ✓
• Weed Removal	18.40 X 3 hrs	3	3.80	59.00	12	\$708.00 ✓
• Sweeping – Sidewalks	18.40 X 10 hrs	10	1.00	185.00	12	\$2220.00 ✓

TOTAL BID PRICE PER YEAR FOR CATEGORY IV:
(Enter bid price on page 5.)

\$8960.00 ✓

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.

Category V: Ocean View Hills. Irrigated Slopes Landscaped with Trees, Shrubs, Groundcover.
Approximately 422,581 sq. ft.

TASK DESCRIPTION	LABOR COST	City Hours	MATERIALS COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
CATEGORY V:	Hourly Rate X Time					
• Supervisor Inspection	19.60 X .5 hrs	.25 Low	.20	10.00	52	\$ 520.00
• Irrigation Inspection	19.60 X 8 hrs	10	23.20	180.00	52	\$ 9360.00
• Litter Removal	18.40 X 3 hr	5	1.80	57.00	104	\$ 5928.00
• Weed Removal	18.40 X 5 hr	5	6.00	98.00	12	\$ 1176.00
• Edging	18.40 X 74 hrs	80	20.40	1382.00	12	\$ 16584.00
• Pruning – Trees	18.40 X 92 hrs	100	27.20	1720.00	2	\$ 3440.00
• Pruning – Shrubs and Groundcover	18.40 X 100 hrs	100	20.00	1860.00	6	\$ 11160.00
• Fertilization – Shrubs and Groundcover	18.40 X 74 hrs	80	1138.40	2500.00	4	\$ 10000.00
• Soil Treatment	18.40 X 80 hrs	80	2218.00	3690.00	2	\$ 7380.00

TOTAL BID PRICE PER YEAR FOR CATEGORY V:
(Enter bid price on page 5.)

\$ 65548.00 —

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.

Category VI: Ocean View Hills. Rights-of-Way Landscaped with Trees, Shrubs, Groundcover and Mulch. Approximately 184,091.

TASK DESCRIPTION	LABOR COST	City Hours	MATERIALS COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
CATEGORY VI:	Hourly Rate X Time					
• Supervisor Inspection	19.60 x 25hrs	.20	.10	5.00	52	\$260.00
• Irrigation Inspection	19.60 x 10hrs	12	4.00	200.00	52	\$10400.00
• Litter Removal	18.40 x 3hrs	3	1.80	57.00	104	\$5928.00
• Weed Removal	18.40 x 3hrs	3	1.80	57.00	12	\$684.00
• Sweeping – Sidewalks	18.40 x 10hrs	10	2.00	186.00	12	\$2232.00
• Pruning – Trees	18.40 x 32hrs	40	21.20	610.00	2	\$1220.00
• Pruning – Shrubs and Groundcover	18.40 x 60hrs	60	16.00	1120.00	8	\$3960.00
• Fertilization – Shrubs and Groundcover	18.40 x 30hrs	30	528.00	1080.00	4	\$4320.00
• Soil Treatment	18.40 x 40hrs	40	1364.00	2100.00	2	\$4200.00
• Raising Pepper Trees	18.40 x 40hrs	40	14.00	750.00	6	\$4500.00

TOTAL BID PRICE PER YEAR FOR CATEGORY VI:
(Enter bid price on page 5.)

\$37704.00 —

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.

Category VII: Ocean View Hills. Gutters. Approximately 64,775 lin.ft.

TASK DESCRIPTION	LABOR COST	City Hours	MATERIALS COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
CATEGORY VII:	Hourly Rate X Time					
• Supervisor Inspection	19.60 X .25	.10 Low	.10	5.00	52	\$ 260.00
• Litter Removal	18.40 X 5hr	5	2.00	94.00	104	\$ 9776.00
• Weed Removal	18.40 X 6hr	6	4.60	115.00	12	\$ 1380.00
• Sweeping – Gutters	18.40 X 14hrs	15	2.40	260.00	26	\$ 6760.00

TOTAL BID PRICE PER YEAR FOR CATEGORY VII:
 (Enter bid price on page 5.)

\$ 18176.00 -

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.

Category VIII: Ocean View Hills. Brow Ditches. Approximately 1,304 lin.ft.

TASK DESCRIPTION	LABOR COST	City Hours	MATERIALS COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
CATEGORY VIII:	Hourly Rate X Time					
• Supervisor Inspection	19.60 X 7.5 hrs	.10 Low	.10	5.00	52	\$ 260.00
• Litter Removal	18.40 X 18 hrs	20	1.80	333.00	12	\$ 3996.00
• Weed Removal	18.40 X 12 hrs	16	6.20	227.00	12	\$ 2724.00
• Pruning Shrubs and Groundcover	18.40 X 18 hrs	20	3.80	335.00	12	\$ 4020.00
• Cleaning – Brow Ditches	18.40 X 32 hrs	40	1.20	590.00	2	\$ 1180.00

TOTAL BID PRICE PER YEAR FOR CATEGORY VIII:
(Enter bid price on page 5.)

\$12180.00

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.

Category IX: Ocean View. Open Space Native, Approximately 340.01 Acres

TASK DESCRIPTION	LABOR COST	City Hours	MATERIALS COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
CATEGORY IX:	Hourly Rate X Time					
• Supervisor Inspection	19.60 X 2 hrs	2	.80	40.00	6	\$240.00
• Litter Removal	18.40 X 80	80	8.00	1480.00	2	\$2960.00
• Litter Removal on Paths /Hiking Trails/Maintenance Roads	18.40 X 20 hr	20	2.00	370.00	6	\$2220.00
• Exotics Removal	Ø	Extra Labor	Ø	Ø	2	\$ Ø
• Clear Paths, Trails and Maintenance Roads of Encroaching Brush and weeds.	Ø	Extra Labor	Ø	Ø	2	\$ Ø
• Inspect/Maintain-Trail/Ordinance Signs	18.40 X	2	.20	37.00	6	222.00
• Cleaning –Brow Ditches	Ø	Extra Labor	Ø	Ø	2	Ø

TOTAL BID PRICE PER YEAR FOR CATEGORY IX:
(Enter bid price on page 7.)

\$ 5642.00

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.

Category IV: Robinhood Ridge. Sidewalks. Approximately 11,082 lin. ft.

TASK DESCRIPTION	LABOR COST	City Hours	MATERIAL S COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
CATEGORY IV:	Hourly Rate X Time					
• Supervisor Inspection	19.60 X .25 hrs	.05 Law	.10	5.00	52	\$260.00
• Litter Removal	18.40 X 1 hr	1	.60	19.00	104	\$1976.00
• Weed Removal	18.40 X 3 hrs	3	1.80	57.00	12	\$684.00
• Sweeping – Sidewalks	18.40 X 3 hrs	3	1.80	57.00	12	\$684.00

TOTAL BID PRICE PER YEAR FOR CATEGORY IV:
 (Enter bid price on page 6.)

\$3604.00

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.

Category V: Robinhood Ridge. Irrigated Slopes, Landscaped with Trees, Shrubs, and Groundcover. .
Approximately 46,416 lin. ft.

TASK DESCRIPTION	LABOR COST	City Hours	MATERIAL S COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
CATEGORY V:	Hourly Rate X Time					
• Supervisor Inspection	19.60 x 25 hrs	.10 Low	.10	5.00	52	\$260.00
• Irrigation Inspection	19.60 x 2 hrs	2	.80	40.00	52	\$2080.00
• Litter Removal	18.40 x 2 hrs	2	.20	37	104	\$3848.00
• Weed Removal	18.40 x 18 hrs	20	8.80	340.00	12	\$4080.00
• Edging	18.40 x 26 hrs	30	3.60	482.00	12	\$5784.00
• Pruning – Trees	18.40 x 18 hrs	20	18.80	350.00	2	\$700.00
• Pruning – Shrubs and Groundcover	18.40 x 28 hrs	30	14.80	530.00	6	\$3180.00
• Fertilization – Shrubs and Groundcover	18.40 x 4 hrs	4	126.40	200.00	4	\$800.00
• Soil Treatment	18.40 x 4 hrs	4	182.40	256.00	2	\$512.00

TOTAL BID PRICE PER YEAR FOR CATEGORY V:
(Enter bid price on page 6.)

\$21244.00 —

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.

Category VI: Robinhood Ridge. Rights-of-Way Landscaped with Trees, Shrubs, Groundcover and Mulch.
Approximately 110,810 sq. ft.

TASK DESCRIPTION	LABOR COST	City Hours	MATERIALS COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
CATEGORY VI:	Hourly Rate X Time					
• Supervisor Inspection	19.60 X 5	.10 Low	.20	10.00	52	\$ 520.00
• Irrigation Inspection	19.60 X 2 hrs	2	2.80	42.00	52	\$ 2184.00
• Litter Removal	18.40 X 2	2	.20	37.00	104	\$ 3848.00
• Weed Removal	18.40 X 18 hrs	20	8.80	340.00	12	\$ 4080.00
• Edging	18.40 X 38 hrs	40	10.80	710.00	12	\$ 8520.00
• Pruning – Trees	18.40 X 20 hrs	20	12.00	380.00	2	\$ 760.00
• Pruning – Shrubs and Groundcover	18.40 X 38 hrs	40	10.80	710.00	6	\$ 4260.00
• Fertilization – Shrubs and Groundcover	18.40 X 4 hrs	4	276.40	350.00	4	\$ 1400.00
• Soil Treatment	18.40 X 4 hrs	4	216.40	290.00	2	\$ 580.00

TOTAL BID PRICE PER YEAR FOR CATEGORY VI:
(Enter bid price on page 6.)

\$ 26152.00 —

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.

Category VII: Robinhood Ridge. Gutters. Approximately 11,082 lin. ft.

TASK DESCRIPTION	LABOR COST	City Hours	MATERIAL S COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
CATEGORY VII:	Hourly Rate X Time					
• Supervisor Inspection	19.60 X .25 hrs	.05 Low	.10	5.00	52	\$ 260.00
• Litter Removal	18.40 X 1 hr	1	.60	19.00	104	\$ 1976.00
• Weed Removal	18.40 X 3 hrs	3	4.80	60.00	12	\$ 720.00
• Sweeping – Sidewalks	18.40 X 4 hrs	4	.40	74.00	26	\$ 1924.00

TOTAL BID PRICE PER YEAR FOR CATEGORY VII:
(Enter bid price on page 6.)

\$ 4880.00 -

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.

Category IX: Robinhood Ridge. Open Space Native, Approximately 92.12 Acres

TASK DESCRIPTION	LABOR COST	City Hours	MATERIAL S COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
CATEGORY IX:	Hourly Rate X Time					
• Supervisor Inspection	19.60 X 1 hrs	1	.40	20.00	6	\$120.00
• Litter Removal	18.40 X 18 hrs	20	3.80	335.00	2	\$670.00
• Litter Removal on Paths /Hiking Trails/Maintenance Roads	18.40 X 18 hrs	20			6	\$
• Exotics Removal	Ø	Extra Labor	Ø	Ø	2	\$ Ø
• Clear Paths, Trails and Maintenance Roads of Encroaching Brush and weeds.	Ø	Extra Labor	Ø	Ø	2	\$ Ø
• Inspect/Maintain-Trail/Ordinance Signs	18.40 1 hrs	1	1.60	20.00	6	\$120.00
• Cleaning -Brow Ditches	Ø	Extra Labor	Ø	Ø	2	\$ Ø

TOTAL BID PRICE PER YEAR FOR CATEGORY IX:
(Enter bid price on page 6.)

\$910.00

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

Category IV: Remington Hills. Sidewalks. Approximately 11,125 lin. ft.

TASK DESCRIPTION	LABOR COST	City Hours	MATERIAL S COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
CATEGORY IV:	Hourly Rate X Time					
• Supervisor Inspection	17.60 x .25 hrs	.05 Low	.10	5.00	52	\$ 260.00
• Litter Removal	18.40 x 1 hrs	1	.60	19.00	104	\$ 1976.00
• Weed Removal	18.40 x 2 hrs	2	3.20	40.00	12	\$ 480.00
• Sweeping – Sidewalks	18.40 x 2 hrs	2	.20	37.00	12	\$ 444.00

TOTAL BID PRICE PER YEAR FOR CATEGORY IV:
 (Enter bid price on page 7.)

\$3,160.00 -

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.

Category VI: Remington Hills. Rights-of-Way Landscaped with Trees, Shrubs, Groundcover and Mulch.
Approximately 13,350 lin. ft.

TASK DESCRIPTION	LABOR COST	City Hours	MATERIAL S COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
CATEGORY VI:	Hourly Rate X Time					
• Supervisor Inspection	19.60 X .25 hrs	.10 Low	.10	5.00	52	\$260.00
• Irrigation Inspection	19.60 X 1 hrs	1	2.40	22.00	52	\$110.00
• Litter Removal	18.40 X 1 hr.	1	.60	19.00	104	\$1976.00
• Weed Removal	18.40 X 4 hrs	4	1.40	75.00	12	\$900.00
• Edging	18.40 X 4 hrs	4	1.40	75.00	12	\$900.00
• Pruning – Trees	18.40 X 7 hrs	8	5.20	134.00	2	\$268.00
• Pruning – Shrubs and Groundcover	18.40 X 7 hrs	8	5.20	134.00	6	\$804.00
• Fertilization – Shrubs and Groundcover	18.40 X 1 hrs	1	35.60	54.00	4	\$216.00
• Soil Treatment	18.40 X 1 hrs	1	42.60	61.00	2	\$122.00

TOTAL BID PRICE PER YEAR FOR CATEGORY VI:
(Enter bid price on page 7.)

\$ 5556.00 -

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.

Category VII: Remington Hills. Gutters. Approximately 11,125 lin. ft.

TASK DESCRIPTION	LABOR COST	City Hours	MATERIALS COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
CATEGORY VII:	Hourly Rate X Time					
• Supervisor Inspection	19.60 X .25hr	.5 Low	.10	5.00	52	\$ 260.00
• Litter Removal	18.40 X .25hr	.5 Low	.40	5.00	104	\$ 520.00
• Weed Removal	18.40 X .25hr	.5 Low	.40	5.00	12	\$ 60.00
• Sweeping – Sidewalks	18.40 X 1hrs	1	.60	19.00	12	\$ 228.00

TOTAL BID PRICE PER YEAR FOR CATEGORY VII:
(Enter bid price on page 7.)

\$ 1068.00 -

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.

Category IX: Remington Hills. Open Space Native, Approximately 47.02 Acres

TASK DESCRIPTION	LABOR COST	City Hours	MATERIAL S COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENC Y	YEARLY COST
CATEGORY IX:	Hourly Rate X Time					
• Supervisor Inspection	19.60 x 1 hrs	1	.40	20.00	6	\$ 120.00
• Litter Removal	18.40 x 9 hrs	10	4.40	170.00	2	\$ 340.00
• Litter Removal on Paths /Hiking Trails/Maintenance Roads	18.40 x 9 hrs	10	4.40	170.00	6	\$ 1020.00
• Exotics Removal	Ø	Extra Labor	Ø	Ø	2	\$ Ø
• Clear Paths, Trails and Maintenance Roads of Encroaching Brush and weeds.	Ø	Extra Labor	Ø	Ø	2	\$ Ø
• Inspect/Maintain-Trail/Ordinance Signs	18.40 x 1 hr	1	.60	19.00	6	114.00
• Cleaning -Brow Ditches	Ø	Extra Labor	Ø	Ø	2	Ø

TOTAL BID PRICE PER YEAR FOR CATEGORY IX:
 (Enter bid price on page 7.)

\$1594.00 -

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: C27 No.: 764259	6-30-13	Brewer Lawn Maint.
Qualified Applicator Certificate	QL38319	12-31-13	Ron Brewer
Pest Control Business License	B1981004493	12-31-12	Ron Brewer
Pest Control Advisor	AD6641	12-13	Ed Braimard

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 Reception Desk prior to bid closing at 3:00 p.m. on bid closing date. Faxed bids will not be accepted.

The original and one (1) copy of bid, including any attachments, shall be submitted.

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).

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: San Diego Contact Name: Mike Cook
 Address: 1250 6th Ave Phone Number: 619 533-6777
SD, CA 92101 Fax Number: 619 685-1362
 Dollar Value of Contract: \$ 500000.00 Contract Dates: 1999 - current
 Requirements of Contract: Land Care MAD

Company Name: San Diego Contact Name: Ray Garcia
 Address: 1250 6th Ave Phone Number: 619 980-5141
SD CA 92101 Fax Number: 619 685-1362
 Dollar Value of Contract: \$ 25000.00 Contract Dates: 2005-2010
 Requirements of Contract: Land Care MAD

Company Name: San Diego Contact Name: Camille Medina
 Address: 1250 6th Ave Phone Number: 619 235-5261
San Diego Fax Number: 619 235-5252
 Dollar Value of Contract: \$ 35000.00 Contract Dates: 2003 currently
 Requirements of Contract: open space native trail

BIDDER'S REFERENCES

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

REFERENCES

Company Name: Bagview Apartments Contact Name: Patrick
Address: 4340 Moraga Ave Phone Number: 858-581-3319
San Diego CA 92117 Fax Number:
Dollar Value of Contract: \$ 15000.00 Contract Dates: 1996 - currently
Requirements of Contract: Landscape care large apartments

Company Name: Brickrow Management Contact Name: Robert Griffin
Address: Mile of Cars Phone Number: 619 477-3134
National City Fax Number:
Dollar Value of Contract: \$ 120000.00 Contract Dates: 1982 and currently
Requirements of Contract: Landscape maintenance 300 unit
residential condos

Company Name: Paul Miller Realty Contact Name: Jack Kenta
Address: 271 Church Ave Phone Number: 619 427-5011
Chula Vista CA Fax Number:
Dollar Value of Contract: \$ 15000.00 Contract Dates: 1986 and currently
Requirements of Contract: Landscape maintenance
Commercial park

HELIX Environmental Construction Group
7578 El Cajon Boulevard
Suite 200
La Mesa, CA 91942
619.462.1515 tel
619.462.0552 fax
www.hellxepi.com



April 11, 2012

Brewers Lawn Maintenance Inc.
Transmitted Via Email

Subject: Cost Estimate to Provide Sensitive Habitat Restoration Services for Landscape Maintenance for Ocean View Hills, Robinhood Ridge, and Remington Maintenance Assessment District.

Dear Estimator:

HELIX Environmental Construction Group, Inc. (HECG) is pleased to submit this cost estimate (Estimate) to Brewers Lawn Maintenance Inc. (Client) to provide sensitive habitat restoration and enhancement services for the Ocean View Hills, Robinhood Ridge and Remington Maintenance Assessment District project. HECG specializes in native habitat restoration, enhancement, and maintenance, including work with vernal pools, across Southern California.

SCOPE OF SERVICES

Task 1 Sensitive Habitat Services. HECG will provide sensitive habitat restoration and enhancement services to the Client at a rate of \$32 per hour per crew member plus expenses (disposal, herbicide, etc.). Sensitive habitat services include exotic weed removal in sensitive areas, vernal pool restoration, and other native habitat enhancement work. HECG crew members are trained in sensitive habitat restoration and enhancement (including vernal pools) as well as native and non-native plant identification.

ASSUMPTIONS AND ADDITIONAL LIMITATIONS ON SCOPE OF SERVICES

- HECG is not responsible for replacement of the project lost or damaged due to vandalism, natural disasters (such as fire and flood), and other unforeseen events and circumstances.
- Water is not included in this estimate.
- Expenses in addition to the hourly rate include, but are not limited to, herbicide and disposal costs.
- A minimum of two HECG crew members will work per event.

COST ESTIMATE

HECG is pleased to submit this cost estimate, the breakdown of which follows:

<u>Task</u>	<u>Description</u>	<u>Cost</u>
1	Sensitive Habitat Services	\$32 per hour per crew member

Cost Estimate to Estimator
April 11, 2012

Page 2 of 2

This Cost Estimate is good for 30 days.

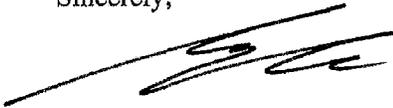
LICENSED CONTRACTOR

Contractor's License: 831496

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

We look forward to working with you on this project. If you have any questions concerning this Agreement, please call Zach Goedker or me at (619) 462-1515.

Sincerely,



Justin Fischbeck
President

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: Cannon Pacific Contact Name: Rosa
Address: 285 PAUNCE STA A Phone Number: 760 471-9009
SAN MARCOS 92078 Fax Number: _____
Dollar amount of sub-contract: \$ Unknown Contract Dates: _____
Contractor's License #: 884113
Requirements of contract: Street Sweeping
What portion of work will be assigned to this Subcontractor: unknown

Company Name: Green leaf tree Contact Name: Ted Huffman
Address: 1011 Dearborn Dr Phone Number: 619 575-1332
SD 92154 Fax Number: _____
Dollar amount of sub-contract: \$ unknown Contract Dates: _____
Contractor's License #: 860644
Requirements of contract: Trees Certified Arborist
What portion of work will be assigned to this Subcontractor: Unknown

Company Name: Southland Aquatic Contact Name: _____
Address: 10531 48 Commons Dr Phone Number: 760-738-5564
SAN DIEGO 92127 Fax Number: _____
Dollar amount of sub-contract: \$ unknown Contract Dates: _____
Contractor's License #: 653-703906
Requirements of contract: pumps & water quality
What portion of work will be assigned to this Subcontractor: Unknown

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, 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 the work.

NOTE: Add additional pages if necessary.

Equipment:

Equipment Description:

List Attached

Owned Rented Other (explain below)

If Owned, Quantity Available: _____

Year, Make & Model: _____

Explanation: _____

Equipment Description:

Owned Rented Other (explain below)

If Owned, Quantity Available: _____

Year, Make & Model: _____

Explanation: _____

Equipment Description:

Owned Rented Other (explain below)

If Owned, Quantity Available: _____

Year, Make & Model: _____

Explanation: _____

EQUIPMENT INVENTORY

Trucks

- 1 - 2005 F150 crew cab
- 1 - 2004 F350 crew cab
- 2 - 2002 F150 crew cab
- 2 - 2000 F150 crew cab
- 1 - 2000 F250 crew cab
- 1 - 2001 Sierra GMC
- 2 - 1997 Rangers

Utility trailers

- 5 12 foot single axle trailers
- 2 12 foot double axle trailers

Riding mowers

- 2 - 60 inch Gravely
- 2 - 34 inch Gravely
- 1 - 48 inch Mid- size snapper

Lawn mowers

- 20 - 21 inch snapper lawnmowers
- 4 - 21 inch gravely

- 10 extended handle hedge trimmers
- 10 hedge trimmers
- 20 weed whips
- 20 blowers
- 10 wheeled edger
- 10 stick edger
- 2 rotor tillers
- 10 chain saws
- 10 backpack sprayers
- 1 300 gallon spray rig
- 3 300 gallon water tanks
- 2 aerator
- 2 de -thatching machine
- 10 wheel burrows

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, Ron Brewer , certify that my company, Brewer Lawn Maint Inc , 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: 4-2-12 Signature: Ron Brewer

Bid No. ...

CONTRACTOR INFORMATION FORM

CONTRACTOR: Brewer Laum Maint. Inc.
BID NUMBER: 10023248-12-W
CONTRACT TITLE: Ocean View Hills, Robinhood Ridge MAD
CONTACT PERSON: 7:00 a.m. to 3:30 p.m. Ron Brewer
PHONE NUMBER: One (1) Hour Response or Less 619 429-5065
FAX NUMBER: 619 429-5065
E-MAIL: brewerlaum@cox.net
CELL PHONE NUMBER: 619 726-3566
EMERGENCY NUMBER: 619 726-3566
(For non working hours including weekends and holidays)

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

NAME OF NON-WORKING SUPERVISOR: David Gonzalez

NAME OF IRRIGATION SPECIALIST: Carlos Prado

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

NUMBER OF EMPLOYEES ASSIGNED TO JOB SITE: 8

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

PRINT NAME: Ron Brewer

SIGNATURE: Ron Brewer

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/Vendor Registration Form

All prospective bidders, as well as existing contractors and vendors, are required to complete this form.

Vendor ID: BRL05002735
[ID Number will be provided by City]

Firm Info:

Firm Name: Brewer Lawn Maint. Inc.
 (as reported on W9)

Firm Address: 1829 Bayston Drive

City: San Diego State: CA Zip: 92184

Phone: 619 429 5065 Fax: 619 429 5065

Taxpayer ID: 33-0659687 Business License: 31981004493

Website: N-A

Contact Info:

Contact Name: Ron Brewer

Title: CEO

Email: brewer.lawn@cox.net

Phone: 619 429 5065 Cell: 619 776 3566

Alternate Address (if different from above) to Receive Remittance:

Mailing Address: Same as Above

City: _____ State: _____ Zip: _____

Alternate Address (if different from above) to Receive Bid/Contract Opportunities:

Mailing Address: _____

City: _____ State: _____ Zip: _____

Contractor Licenses (if applicable)

License Number: 764259 License Type: C-27

License Number: _____ License Type: _____

License Number: _____ License Type: _____

Contractor/Vendor Registration Form - Page 2

Firm Name: (as reported on W9)

Product/Services Information:

NGP Codes:

*find list of available NGP Codes at <http://www.sandiego.gov/purchasing> OR request hard copy from Purchasing & Contracting

The City requires this information for statistical purposes only.

Primary Owner of the Firm* (51% ownership or more)	<input type="checkbox"/> Male	<input type="checkbox"/> Sole Proprietorship
	<input type="checkbox"/> Female or	<input type="checkbox"/> Partnership
		<input type="checkbox"/> Corporation
		<input type="checkbox"/> Limited Liability Partnership
		<input type="checkbox"/> Limited Liability Corporation
		<input type="checkbox"/> Joint Venture
		<input type="checkbox"/> Non-Profit
		<input type="checkbox"/> Governmental/Municipality/Regulatory Agency
		<input type="checkbox"/> Utility

*Required

Ethnicity:

Ethnicity:

* select one from the following List of Ethnicities.

- AFRICAN AMERICAN
- ASIAN AMERICAN
- CAUCASIAN AMERICAN
- HISPANIC AMERICAN
- NATIVE AMERICAN
- PACIFIC ISLANDER AMERICAN

Ownership Classification

Classification:

* select from the following List of Ownership Classification Codes (select all that apply):

<input type="checkbox"/>	WBE	(Woman Owned Business Enterprise)
<input checked="" type="checkbox"/>	OBE	(Other Business Enterprise)
<input type="checkbox"/>	DBE	(Disadvantaged Business Enterprise)
<input type="checkbox"/>	DVBE	(Disabled Veteran Business Enterprise)
<input type="checkbox"/>	SLBE	(Small Local Business Enterprise)
<input type="checkbox"/>	8(a)	(Small Business Administration 8(a) Enterprise)
<input type="checkbox"/>	SDB	(Small Disadvantaged Business Enterprise)
<input type="checkbox"/>	LBE	(Local Business Enterprise)
<input type="checkbox"/>	MLBE	(Micro Local Business Enterprise)
<input type="checkbox"/>	SBE	(Small Business Enterprise)
<input type="checkbox"/>	MBE	(Minority Business Enterprise)
<input type="checkbox"/>	EBE	(Emerging Business Enterprise)
<input type="checkbox"/>	ELBE	(Emerging Local Business Enterprise)

Certified by an Agency? No Yes (enter Certification Number and Certifying Agency below)

Certification #: Expiration Date:

Agency:

Certification #: Expiration Date:

Agency:

Information regarding a vendor's racial or gender ownership status will not be used as a factor in the City's selection process for any contract.

Please mail this form to: Purchasing & Contracting Department
1200 Third Avenue, Suite 200
San Diego, CA 92101

or fax to: 619/236-5904

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:

Stonecrest MAO

B. BIDDER/CONTRACTOR INFORMATION:

<u>Brewers Lawn Maintenance</u>		<u>Brewer Lawn & Landscap</u>	
Legal Name		DBA	
<u>1829 Bayston Dr</u>	<u>SD</u>	<u>CA</u>	<u>92154</u>
Street Address	City	State	Zip
<u>Roni Brewer</u>	<u>619-429-5065</u>	<u>619-429-5065</u>	
Contact Person, Title	Phone	Fax	

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: 3/01/95 State of incorporation: CA
List corporation's current officers: President: Ron Brewer
Vice Pres: _____
Secretary: Amela Brewer
Treasurer: Amela Brewer

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 3/15/12

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.

Roni Brewer CEO
Print Name, Title

Roni Brewer
Signature

3-15-12
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.

Ron Brewer CEO *Ron Brewer* 3-15-12
Print Name, Title Signature Date

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
Phone (619) 533-3948 Fax (619) 533-3220

COMPANY INFORMATION

Company Name: Brewer Lawn Maint. Inc Contact Name: Ron Brewer
Company Address: _____ Contact Phone: 619 779-5065
Contact Email: brewerlawn@cox.net

CONTRACT INFORMATION

Contract Title: Stone crest MAD Start Date: open
Contract Number (if no number, state location): 10022719-12-W End Date: open

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.

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.

Ron Brewer CEO
Name/Title of Signatory

Ron Brewer
Signature

3-15-12
Date

FOR OFFICIAL CITY USE ONLY

Receipt Date: _____ EBO Analyst: _____ Approved Not Approved - Reason: _____

Attachment AA

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. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed Work Force Report (WFR).

NO OTHER FORMS WILL BE ACCEPTED

Section 1.01 CONTRACTOR IDENTIFICATION

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

Name of Company: Brewers Lawn Maint. Inc.

ADA/DBA: Brewer Lawn & Landscape

Address (Corporate Headquarters, where applicable): 1829 Royston Dr

City: San Diego County: San Diego State: CA Zip: 92154

Telephone Number: (619) 429-5065 Fax Number: (619) 429-5065

Name of Company CEO: Ron Brewer

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: Service Landscape Maint Type of License: C-27

The Company has appointed: Pamela Brewer

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: 1829 Royston Dr San Diego CA 92154

Telephone Number: (619) 429-5065 Fax Number: (619) 429-5065

- 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 Brewers Lawn Maint, Inc. (Firm Name)

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

herein is true and correct. This document was executed on this 15 day of March, 2012

Ron Brewer (Authorized Signature)

R Brewer (Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: _____ DATE: _____

OFFICE(S) or BRANCH(ES): _____ COUNTY: _____

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												1	1		
Professional															
A&E, Science, Computer															
Technical															
Sales															
Administrative Support															
Services															
Crafts															
Operative Workers															
Transportation															
Laborers*			24												

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

Totals Each Column	0	0	24	0	0	0	0	0	0	0	1	1	0	0
--------------------	---	---	----	---	---	---	---	---	---	---	---	---	---	---

Grand Total All Employees 26

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

Disabled	0	0	0	0	0	0	0	0	0	0	0	0	0	0
----------	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Non-Profit Organizations Only:

Board of Directors															
Volunteers															
Artists															



CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPT.
1200 Third Avenue, Suite 200
San Diego, CA 92101-4195

Bid No. 10023248-12-W

REQUEST FOR BID

Closing Date: April 5, 2012
@ 3:00 pm P.T.

Subject: Furnish the City of San Diego with Landscape Maintenance for Ocean View Hills, Robinhood Ridge, and Remington Maintenance Assessment District

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

License(s) Required: C-27

Note: Recommended Pre-Bid Conference – See Page 9 for Details.

Company _____
Federal Tax I.D. No. _____
Street Address _____
City _____
State _____ Zip Code _____
Tel. No. _____ Fax No. _____
E-Mail _____

Name _____
[PRINT OR TYPE]
Signature* _____
Title _____
Date _____

**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.*

SUBMITTED BIDS MUST HAVE AN ORIGINAL SIGNATURE.

If your firm is not located in California, are you authorized to collect California sales tax? _____ Yes _____ No
If Yes, under what Permit # _____
City of San Diego Business Tax Certificate #: _____

The City's Standard Payment Terms are Net 30 Days. However the City will accept the following payment terms and they will be considered for bid evaluation:

- 1% 20 days _____, 2% 20 days _____, 3% 20 days _____,
- 4% 20 days _____, 5% 20 days _____, 10% 20 days _____,
- 15% 20 days _____, 20% 20 days _____.

Please check terms offered if other than Net 30 Days

State delivery time required: _____ days after receipt of order.

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

- 1) Bid must be submitted on official City bid forms.
- 2) All information on this Request for Bid cover page must be completed.
- 3) This cover page must be signed with an original signature.
- 4) All bidders must complete and submit the Contractor/Vendor Registration Form.
- 5) Bid must be submitted on or before the exact closing date and time. Bid 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.

FOR FURTHER INFORMATION CONCERNING THIS BID, PLEASE CONTACT:

BILL BRODERICK, CPPB/muw, Procurement Specialist

Phone: (619) 236-6653

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I. PRICING PAGE

A. OCEAN VIEW HILLS MAINTENANCE ASSESSMENT DISTRICT

Category	Est. Qty.	U/M	Description	Total Cost Per Month	Total Cost Per Year
II	71,490	SQ FT	Street Medians Landscaped with Trees, Shrubs, and Groundcover	\$	\$
III	46,191	SQ FT	Stamped Concrete Medians	\$	\$
IV	157,361	LIN FT	Sidewalks	\$	\$
V	422,581	SQ FT	Irrigated Slopes Landscaped with Trees, Shrubs, and Groundcover	\$	\$
VI	184,091	SQ FT	Rights-of-Way Landscaped with Trees, Shrubs, Groundcover and Mulch	\$	\$
VII	64,775	LIN FT	Gutters	\$	\$
VIII	1,304	LIN FT	Brow Ditches	\$	\$

TOTAL SECTION A: \$ _____

B. OCEAN VIEW HILLS EXTRAORDINARY LABOR

Est. Qty.	U/M	Description	Cost Per Hour	Total Cost
2,000	HR	Extraordinary Labor	\$	\$

NOTE: The cost of the two thousand (2,000) hours of extraordinary labor will be added to the bid price to determine the overall low Bidder.

TOTAL SECTION A & B: \$ _____

C. ROBINHOOD RIGDE MAINTENANCE ASSESSMENT DISTRICT

Category	Est. Qty.	U/M	Description	Total Cost Per Month	Total Cost Per Year
IV	11,082	LIN FT	Sidewalks	\$	\$
V	46,416	SQ FT	Irrigated Slopes Landscaped with Trees, Shrubs, and Groundcover	\$	\$
VI	110,810	SQ FT	Rights-of-Way Landscaped with Trees, Shrubs, Groundcover and Mulch	\$	\$
VII	11,082	LIN FT	Gutters	\$	\$
TOTAL SECTION C:				\$	\$

D. ROBINHOOD RIDGE EXTRAORDINARY LABOR

Est. Qty.	U/M	Description	Cost Per Hour	Total Cost
2,000	HR	Extraordinary Labor	\$	\$

NOTE: The cost of the two thousand (2,000) hours of extraordinary labor will be added to the bid price to determine the overall low Bidder.

TOTAL SECTION C & D: \$ _____

E. REMINGTON HILLS MAINTENANCE ASSESSMENT DISTRICT

Category	Est. Qty.	U/M	Description	Total Cost Per Month	Total Cost Per Year
IV	11,125	LIN FT	Sidewalks	\$	\$
VI	13,350	SQ FT	Rights-of-Way Landscaped with Trees, Shrubs, Groundcover and Mulch	\$	\$
VII	11,125	LIN FT	Gutters	\$	\$
TOTAL SECTION E:				\$	\$

F. REMINGTON HILLS EXTRAORDINARY LABOR

Est. Qty.	U/M	Description	Cost Per Hour	Total Cost
2,000	HR	Extraordinary Labor	\$	\$

NOTE: The cost of the two thousand (2,000) hours of extraordinary labor will be added to the bid price to determine the overall low Bidder.

TOTAL SECTIONS E & F: \$ _____

GRAND TOTAL SECTIONS A, B, C, D, E & F: \$ _____

II. SPECIFIC PROVISIONS

A. QUESTIONS AND COMMENTS

Questions and comments regarding this bid must be submitted in writing to City of San Diego, Purchasing & Contracting Department, ATTN: Bill Broderick, CPPB, 1200 Third Avenue, Suite 200, San Diego, CA 92101; or by fax to (619) 236-5904; or by e-mail to WBroderick@sandiego.gov, no later than 5:00 p.m. on Wednesday, March 9, 2012.

B. PRICING

Prices quoted shall be FOB Destination to various City of San Diego locations. Prices shall include all delivery and freight charges.

Unit prices shall be based on the Unit of Measure (U/M) as specified on the Pricing Page(s). Any changes to the Unit of Measure made by the Bidder may be cause for the item to be rejected as non-responsive.

C. AWARD

This bid shall be awarded on an item by item basis, or in any group or combination of items, or as a lot, as may be in the best interest of the City.

Contract start date is scheduled for July 2, 2012.

D. RECOMMENDED PRE-BID CONFERENCE AND SITE INSPECTION

All Bidders are strongly encouraged to attend the pre-bid conference of the proposed maintenance site. The pre-bid conference will be held at Ocean View Hills Parkway, San Diego, CA 92154 on March 8, 2012 at 9:00 a.m.

The pre-bid conference is the only opportunity for Bidders to walk the site with the Contract Administrator.

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

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

The information provided by the City is not intended to be a substitute for, or a supplement to the independent verification by the Bidders to the extent such independent investigation of site conditions is deemed necessary or desirable by the

Bidders. Bidders acknowledges that he has not solely relied upon City furnished information regarding site conditions in preparing and submitting a bid.

For further information contact Bill Broderick, at (619) 236-6653. Allow two (2) hours for the pre-bid conference.

E. SCHEDULE OF TASK COSTS INSTRUCTIONS

Bidders shall submit a one (1) time total cost for labor and materials for each of the tasks to be performed under this contract as listed in Section II, paragraph C, Schedule of Task Costs. Enter hourly labor rate, time required to accomplish the specified task one (1) time, and multiply to produce the Labor Cost, add the Materials Cost which will provide the total cost for performing the task one (1) time.

Example of how Section II, paragraph C, Schedule of Task Costs must be completed:

<u>TASK DESCRIPTION</u>	<u>LABOR COSTS</u>	<u>MATERIALS COST</u>	<u>TOTAL ONE (1) TIME COST</u>	<u>YEARLY FREQUENCY</u>	<u>YEARLY COST</u>
Litter Removal:	\$10.00 x 1 hr = \$10	+ \$1.00	= \$11.00	x 26	= \$286.00

Labor costs shall include all costs required to place and keep maintenance personnel on the job site, including but not limited to payroll and insurance costs. Material costs shall include the cost of materials plus any costs associated with transporting the materials to the job site. All material costs must be stated as such and shall not be included in the labor cost.

The information contained in the one (1) time cost breakdowns will be reviewed to determine a responsible bid. Bidder's may be required to justify their one (1) time cost based on the City's estimate of reasonable time to perform specific tasks and materials required. The City reserves the right to reject any bid when, in its opinion; the Bidder cannot perform the contract in accordance with the specifications herein.

The information in Section II, paragraph C, Schedule of Task Costs, may be used to determine amounts withheld for non-performance when inspections by City staff indicate a specified task was not performed.

F. 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: Ocean View Hills. Street Medians Landscaped with Trees, Shrubs, and Groundcover.
Approximately 71,490 sq. ft.

TASK DESCRIPTION	CITY'S HOURS	LABOR COST	MATERIALS COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
CATEGORY II:		Hourly Rate X Time				
• Supervisor Inspection		.20			52	\$
• Irrigation Inspection		6			52	\$
• Litter Removal		2			104	\$
• Weed Removal		40			12	\$
• Edging		60			12	\$
• Pruning – Trees		40			2	\$
• Pruning – Shrubs and Groundcover		60			2	\$
• Fertilization – Shrubs and Groundcover		30			4	\$

TOTAL BID PRICE PER YEAR FOR CATEGORY II:

\$ _____

(Enter bid price on page 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.

Category III: Ocean View Hills. Stamped Concrete Medians. Approximately 46,191 sq. ft.

TASK DESCRIPTION	LABOR COST	City Hours	MATERIAL S COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENC Y	YEARLY COST
CATEGORY III:	Hourly Rate X Time					
• Supervisor Inspection		.10			52	
• Litter Removal		5			104	\$
• Weed Removal		5			12	\$
• Sweeping – Stamped Concrete		20			12	\$

TOTAL BID PRICE PER YEAR FOR CATEGORY III:

(Enter bid price on page 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.

Category IV: Ocean View Hills. Sidewalks. Approximately 157,361 lin. ft.

TASK DESCRIPTION	LABOR COST	City Hours	MATERIAL S COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENC Y	YEARLY COST
CATEGORY IV:	Hourly Rate X Time					
• Supervisor Inspection		.25			52	\$
• Litter Removal		3			104	\$
• Weed Removal		3			12	\$
• Sweeping – Sidewalks		10			12	\$

TOTAL BID PRICE PER YEAR FOR CATEGORY IV:
 (Enter bid price on page 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.

Category V: Ocean View Hills. Irrigated Slopes Landscaped with Trees, Shrubs, Groundcover.
Approximately 422,581 sq. ft.

TASK DESCRIPTION	LABOR COST	City Hours	MATERIAL S COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENC Y	YEARLY COST
CATEGORY V:	Hourly Rate X Time					
• Supervisor Inspection		.25			52	\$
• Litter Removal		3			104	\$
• Weed Removal		3			12	\$
• Sweeping – Sidewalks		10			12	\$
• Pruning – Trees		40			2	\$
• Pruning – Shrubs and Groundcover		100			2	\$
• Fertilization – Shrubs and Groundcover		30			4	\$
• Soil Treatment		80			2	\$

TOTAL BID PRICE PER YEAR FOR CATEGORY V: \$_____

(Enter bid price on page 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.

Category VI: Ocean View Hills. Rights-of-Way Landscaped with Trees, Shrubs, Groundcover and Mulch. Approximately 184,091.

TASK DESCRIPTION	LABOR COST	City Hours	MATERIAL S COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENC Y	YEARLY COST
CATEGORY VI:	Hourly Rate X Time					
• Supervisor Inspection		.20			52	\$
• Irrigation Inspection		12			52	\$
• Litter Removal		3			104	\$
• Weed Removal		3			12	\$
• Sweeping – Sidewalks		10			12	\$
• Pruning – Trees		40			2	\$
• Pruning – Shrubs and Groundcover		60			52	\$
• Fertilization – Shrubs and Groundcover		30			4	\$
• Soil Treatment		40			2	\$
• Raising Pepper Trees		40			6	\$

TOTAL BID PRICE PER YEAR FOR CATEGORY VI:
 (Enter bid price on page 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.

Category VII: Ocean View Hills. Gutters. Approximately 64,775 lin.ft.

TASK DESCRIPTION	LABOR COST	City Hours	MATERIAL S COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENC Y	YEARLY COST
CATEGORY VII:	Hourly Rate X Time					
• Supervisor Inspection		.10			52	\$
• Litter Removal		3			104	\$
• Weed Removal		3			12	\$
• Sweeping – Gutters		15			26	\$

TOTAL BID PRICE PER YEAR FOR CATEGORY VII:
 (Enter bid price on page 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.

Category VIII: Ocean View Hills. Brow Ditches. Approximately 1,304 lin.ft.

TASK DESCRIPTION	LABOR COST	City Hours	MATERIAL S COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENC Y	YEARLY COST
CATEGORY VIII:	Hourly Rate X Time					
• Supervisor Inspection		.10			52	\$
• Litter Removal		20			12	\$
• Weed Removal		16			12	\$
• Pruning Shrubs and Groundcover		20			12	\$
• Cleaning – Brow Ditches		Extra Labor			2	\$

TOTAL BID PRICE PER YEAR FOR CATEGORY VIII:

(Enter bid price on page 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.

Category IV: Robinhood Ridge. Sidewalks. Approximately 11,082 lin. ft.

TASK DESCRIPTION	LABOR COST	City Hours	MATERIAL S COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENC Y	YEARLY COST
CATEGORY IV:	Hourly Rate X Time					
• Supervisor Inspection		.05			52	\$
• Litter Removal		1			104	\$
• Weed Removal		3			12	\$
• Sweeping – Sidewalks		3			12	\$

TOTAL BID PRICE PER YEAR FOR CATEGORY IV:
 (Enter bid price on page 6.)

\$ _____

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.

Category V: Robinhood Ridge. Irrigated Slopes, Landscaped with Trees, Shrubs, and Groundcover. .
Approximately 46,416 lin. ft.

TASK DESCRIPTION	LABOR COST	City Hours	MATERIAL S COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENC Y	YEARLY COST
CATEGORY V:	Hourly Rate X Time					
• Supervisor Inspection		.10			52	\$
• Irrigation Inspection		2			52	\$
• Litter Removal		2			104	\$
• Weed Removal		20			12	\$
• Edging		30			12	\$
• Pruning – Trees		20			2	\$
• Pruning – Shrubs and Groundcover		30			6	\$
• Fertilization – Shrubs and Groundcover		4			4	\$
• Soil Treatment		4			2	\$

TOTAL BID PRICE PER YEAR FOR CATEGORY V:
(Enter bid price on page 6.)

\$ _____

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.

Category VI: Robinhood Ridge. Rights-of-Way Landscaped with Trees, Shrubs, Groundcover and Mulch.
Approximately 110,810 sq. ft.

TASK DESCRIPTION	LABOR COST	City Hours	MATERIAL S COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENC Y	YEARLY COST
CATEGORY VI:	Hourly Rate X Time					
• Supervisor Inspection		.10			52	\$
• Irrigation Inspection		2			52	\$
• Litter Removal		1			104	\$
• Weed Removal		3			12	\$
• Edging		40			12	\$
• Pruning – Trees		20			2	\$
• Pruning – Shrubs and Groundcover		40			6	\$
• Fertilization – Shrubs and Groundcover		4			4	\$
• Soil Treatment		4			2	\$

TOTAL BID PRICE PER YEAR FOR CATEGORY VI:

\$ _____

(Enter bid price on page 6.)

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.

Category VII: Robinhood Ridge. Gutters. Approximately 11,082 lin. ft.

TASK DESCRIPTION	LABOR COST	City Hours	MATERIAL S COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENC Y	YEARLY COST
CATEGORY VII:	Hourly Rate X Time					
• Supervisor Inspection		.05			52	\$
• Litter Removal		1			104	\$
• Weed Removal		3			12	\$
• Sweeping – Sidewalks		4			26	\$

TOTAL BID PRICE PER YEAR FOR CATEGORY VII:
 (Enter bid price on page 6.)

\$ _____

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.

Category IX: Robinhood Ridge. Open Space Native, Approximately 92.12 Acres

TASK DESCRIPTION	LABOR COST	City Hours	MATERIAL S COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENC Y	YEARLY COST
CATEGORY IX:	Hourly Rate X Time					
• Supervisor Inspection		1			6	\$
• Litter Removal		20			2	\$
• Litter Removal on Paths /Hiking Trails/Maintenance Roads		20			6	\$
• Exotics Removal		Extra Labor			2	\$
• Clear Paths, Trails and Maintenance Roads of Encroaching Brush and weeds.		Extra Labor			2	\$
• Inspect/Maintain-Trail/Ordinance Signs		1			6	\$
• Cleaning -Brow Ditches		Extra Labor			2	\$

TOTAL BID PRICE PER YEAR FOR CATEGORY IX:

\$_____

(Enter bid price on page 6.)

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

Category IV: Remington Hills. Sidewalks. Approximately 11,125 lin. ft.

TASK DESCRIPTION	LABOR COST	City Hours	MATERIAL S COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
CATEGORY IV:	Hourly Rate X Time					
• Supervisor Inspection		.05			52	\$
• Litter Removal		1			104	\$
• Weed Removal		2			12	\$
• Sweeping – Sidewalks		2			12	\$

TOTAL BID PRICE PER YEAR FOR CATEGORY IV:
 (Enter bid price on page 7.)

\$ _____

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.

Category VI: Remington Hills. Rights-of-Way Landscaped with Trees, Shrubs, Groundcover and Mulch.
Approximately 13,350 lin. ft.

TASK DESCRIPTION	LABOR COST	City Hours	MATERIAL S COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENC Y	YEARLY COST
CATEGORY VI:	Hourly Rate X Time					
• Supervisor Inspection		.10			52	\$
• Irrigation Inspection		1			52	\$
• Litter Removal		1			104	\$
• Weed Removal		4			12	\$
• Edging		4			12	\$
• Pruning – Trees		8			2	\$
• Pruning – Shrubs and Groundcover		8			6	\$
• Fertilization – Shrubs and Groundcover		1			4	\$
• Soil Treatment		1			2	\$

TOTAL BID PRICE PER YEAR FOR CATEGORY VI:
(Enter bid price on page 7.)

\$ _____

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.

Category VII: Remington Hills. Gutters. Approximately 11,125 lin. ft.

TASK DESCRIPTION	LABOR COST	City Hours	MATERIAL S COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENC Y	YEARLY COST
CATEGORY VII:	Hourly Rate X Time					
• Supervisor Inspection		.5			52	\$
• Litter Removal		1			104	\$
• Weed Removal		2			12	\$
• Sweeping – Sidewalks		2			12	\$

TOTAL BID PRICE PER YEAR FOR CATEGORY VII:
 (Enter bid price on page 7.)

\$ _____

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.

Category IX: Remington Hills. Open Space Native, Approximately 47.02 Acres

TASK DESCRIPTION	LABOR COST	City Hours	MATERIAL S COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENC Y	YEARLY COST
CATEGORY IX:	Hourly Rate X Time					
• Supervisor Inspection		1			6	\$
• Litter Removal		10			2	\$
• Litter Removal on Paths /Hiking Trails/Maintenance Roads		10			6	\$
• Exotics Removal		Extra Labor			2	\$
• Clear Paths, Trails and Maintenance Roads of Encroaching Brush and weeds.		Extra Labor			2	\$
• Inspect/Maintain-Trail/Ordinance Signs		1			6	
• Cleaning –Brow Ditches		Extra Labor			2	

TOTAL BID PRICE PER YEAR FOR CATEGORY IX:

\$_____

(Enter bid price on page 7.)

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.

G. LICENSES

To perform the work described in these specifications, the Bidder must hold a C-27 State of California Contractor 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			

H. 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 and one (1) copy of bid, including any attachments, shall be submitted.

2. SUBMITTALS REQUIRED WITH BID

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

- a. Bidder’s References (as specified in Section II, paragraph N).
- b. Bidder’s Statement of Subcontractors (as specified in Section II, paragraph N).

- c. Bidder's Statement of Available Equipment (as specified in Section II, paragraph N).
- d. Bidder's Statement of Financial Responsibility (as specified in Section II, paragraph N).
- e. Contractor/Vendor Registration (use form in Forms section).
- f. Contractor Standards (use form in Forms section).
- g. Equal Benefits Opportunity Certification of Compliance (use form in Forms section).
- h. 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 and Bond Requirements as specified in City of San Diego General Provisions, Section II, paragraph L, if not currently on file.
- 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 O, if not currently on file.

I. 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/ or can be requested from the Equal Benefits Program at (619) 533-3948.

J. OPTION TO RENEW

The City reserves the option to renew the contract for four (4) additional one (1) year periods under the terms and conditions herein stated beginning on the anniversary of the commencement of service. The renewal is contingent on a mutual agreement between the City and the Contractor with such agreement to be confirmed within sixty (60) days prior to 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 an increase which exceeds the average percentage variant for the previous twelve (12) months in the Consumer Price Index for Urban Wage Earners and Clerical Workers (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 Contractor 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 such request.

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

The City may desire to extend a contract on a month-to-month basis upon expiration of the current contract period 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.

K. PRICE ADJUSTMENT CLAUSE FOR OPTION RENEWAL

In the event the Contractor does not request a price increase at the time of the contract renewal, and the Manufacturer subsequently announces a general increase in the price of their products, the Contractor may request an increase at that time. The Contractor must provide detailed supporting documentation from the Manufacturer to support the requested increase. The requested increase shall not exceed the percentage increase indicated in the "Option to Renew" clause.

L. 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.

M. QUALITY ASSURANCE MEETINGS

Contractor will be required to schedule at least one (1) meeting with City's Contract Administrator to discuss Contractor's performance. This meeting should be scheduled no later than eight (8) weeks from date of commencement of work. At this meeting, City's Contract Administrator will provide Contractor with feedback and will note any deficiencies in contract performance and provide Contractor with an opportunity to address and correct these areas. Additional quality assurance meetings may be required, depending upon Contractor's performance.

N. REFERENCES/QUALIFICATIONS

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

O. 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/ 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.

P. 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.

Q. 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 or by request from the Purchasing & Contracting Department by calling (619) 236-6000.

R. 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 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.

S. 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.

T. 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/ or can be requested from the Equal Benefits Program at (619) 533-3948.

U. 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".

V. 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:

1. Ocean View Hills

- a. Landscaped and Hardscaped Medians, Right-of-Ways, Gutters, and Slopes from Dennery Road to Lyndhurst, on Ocean View Hills Parkway.
- b. Landscaped Slope and Brow Ditch on the eastside of Dennery Road south of Ocean View Hills Parkway.

2. Robinhood Ridge

Landscaped Rights-Of-Way, gutters and slopes on Heritage Road approximately 300 feet North and South of Avenida De Las Vistas. Also, on Avenida De Las Vistas to Vista San Ignacio North and South on the East side only for the first block. All side streets between these two (2) streets are included. These areas vary in length from approximately 100 feet to 300 feet.

3. Remington Hills

Landscaped Right-of-Way, Gutters and Sidewalks on east side of Old Otay Road starting at the corner of Airway Road and Old Otay Road all the way down to the end of the landscaped by the pipe gate.

C. SERVICE FREQUENCIES

Category II: Ocean View Hills. Street Medians Landscaped with Trees, Shrubs, and Groundcover

Supervisory Inspection

The non-working supervisor shall inspect all areas under the contract a minimum of once a week and submit a written punch list of deficiencies. 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 a week, all systems (including drip) are to be thoroughly inspected to ensure complete electronic operation and proper distribution of water. An irrigation checklist shall be
Irrigation Inspection (cont).	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	Two (2) times a week, Monday and Friday (before 9:00 a.m.) to keep all areas litter free.
Weed Removal	Once a month, to maintain areas in a weed free condition. All weeding to be completed by last working day of the month.
Edging	Once a month, edge curbs, sidewalks, and all fixtures (e.g. valve boxes, quick couplers, gate valves, walls, lights, etc.). All edging must be perpendicular to the hard surface and not removed from it. Chemical edging is unacceptable.
Pruning - Trees	Two (2) times a year, in February and July, to shape, train, and prevent encroachment into public thoroughfare/sidewalk or into other plant material, and to ensure clear visibility of all street signs and traffic signals. All sucker growth is to be removed as it appears. Prune to correct hazards and to remove all dead, diseased, or damaged limbs, as well as those limbs crossing or competing.
Pruning – Shrubs and Groundcover	Two (2) times a 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 and to prevent
Pruning – Shrubs and Groundcover (cont.)	blockage of irrigation system components and patterns. All shrubs are to be maintained at a height no greater than 24" above the curb. The Lantanas are to be maintained at 12" above the curb.

Fertilization – Shrubs and Groundcover	Four (4) times a year, in March, May, July and September, to promote healthy plant growth.
Pest Control	Prompt remedial action as necessary to maintain plant material in optimum condition.
Fungicide or other Special Treatment	Prompt remedial action as necessary to maintain plant material in optimum condition.
Plant Replacement	As deemed necessary by Contract Administrator to replace plant material damaged or killed due to Contractor's negligence.

Category III: Ocean View Hills. Stamped Concrete Medians

Supervisory Inspection	The non-working supervisor shall inspect all areas under the contract a minimum of once a week and submit a written punch list of deficiencies. All major problems shall be reported to the Contract Administrator within twenty-four (24) hours.
Litter Removal	Two (2) times a week, Monday and Friday (before 9:00 a.m.) to keep all areas litter free.
Weed Removal	Once a month, to maintain areas in a weed free condition. All weeding to be completed by last working day of the month.
Sweeping – Stamped Concrete	Once a month, to keep areas free of sand, dirt, and other debris. Blowers may be used, if operated in a responsible manner.

Category IV: Ocean View Hills. Sidewalks

Supervisory Inspection	The non-working supervisor shall inspect all areas under the contract a minimum of once a week and submit a written punch list of deficiencies. All major problems shall be reported to the Contract Administrator within twenty-four (24) hours.
Litter Removal	Two (2) times a week, Monday and Friday (before 9:00 a.m.) to keep all areas litter free.
Weed Removal	Once a month, to maintain areas in a weed free condition. All weeding to be completed by last working day of the month.

Sweeping – Sidewalk

Once a month, to areas free of sand, dirt, and other debris. Blowers may be used, if operated in a responsible manner.

Category V: Ocean View Hills. Irrigated Slopes Landscaped with Trees, Shrubs, and Groundcover.

Supervisory Inspection

The non-working supervisor shall inspect all areas under the contract a minimum of once a week and submit a written punch list of deficiencies. 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 a week, all systems (including drip) are to be thoroughly inspected to ensure complete electronic operation and proper distribution of water. An irrigation checklist shall be completed as each system is inspected. The checklists will be provided and must be submitted weekly to the Contract Administrator.

Maintenance and Repair of Irrigation Systems

As needed, to ensure proper operation of irrigation systems.

Litter Removal

Two (2) times a week, Monday and Friday (before 9:00 a.m.) to keep all areas litter free.

Weed Removal

Once a month, to maintain areas in a weed free condition. All weeding to be completed by last working day of the month.

Edging

Once a month, edge curbs, sidewalks, and all fixtures (e.g. valve boxes, quick couplers, gate valves, walls, lights, etc.). All edging must be perpendicular to the hard surface and not removed from it. An 18" clearance will be maintained between walls and edge of groundcover at the top of all slopes. Chemical edging is unacceptable.

Pruning - Trees	Two (2) times a year, in February and July, to shape, train, and prevent encroachment into public thoroughfare/sidewalk or into other plant material, and to ensure clear visibility of all street signs and traffic signals. All sucker growth is to be removed as it appears. Prune to correct hazards and to remove all dead, diseased, or damaged limbs, as well as those limbs crossing or competing.
Pruning – Shrubs and Groundcover	Every other month, to shape, train, and prevent encroachment into public thoroughfare/sidewalk or into other plant material and to ensure clear visibility of all street signs and traffic signals. All sucker
Pruning – Shrubs and Groundcover (cont).	growth is to be removed as it appears. Prune to correct hazards and to remove all dead, diseased, or damaged limbs and to prevent blockage of irrigation system components and patterns. All shrubs are to be maintained at a height no greater than 24" above the curb.
Fertilization – Shrubs and Groundcover	Four (4) times a year, in March, May, July and September, to promote healthy plant growth.
Pest Control	Prompt remedial action as necessary to maintain plant material in optimum condition.
Fungicide or other Special Treatment	Prompt remedial action as necessary to maintain plant material in optimum condition.
Plant Replacement	As deemed necessary by Contract Administrator to replace plant material damaged or killed due to Contractor's negligence.
Soil Treatment	Two (2) times a year, in March and September, apply Soil Buster, iron chelate.

Category VI: Ocean View Hills. Rights-of-Way Landscaped With Trees, Shrubs, Groundcover, and Mulch.

Supervisory Inspection	The non-working supervisor shall inspect all areas under the contract a minimum of once a week and submit a written punch list of deficiencies. All major problems shall be reported to the Contract Administrator within twenty-four (24) hours.
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Irrigation	As necessary to promote healthy plant material.
Irrigation Inspection	Once a week, all systems (including drip) are to be thoroughly inspected to ensure complete electronic operation and proper distribution of water. An irrigation checklist shall be completed as each system is inspected. The checklists will be provided and must be submitted weekly to the Contract Administrator.
Maintenance and Repair of Irrigation Systems	As needed, to ensure proper operation of irrigation systems. The drip irrigation located between the guardrail and sidewalk in various locations will be maintained at the Contractor's expense including all replacement parts.
Litter Removal	Two (2) times a week, Monday and Friday (before 9:00 a.m.) to keep all areas litter free.
Weed Removal	Once a month, to maintain areas in a weed free condition. All weeding to be completed by last working day of the month.
Pruning - Trees	Two (2) times a year, in February and July, 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 and branches hanging into the street and sidewalk is to be removed as it appears (as specified in Section V, item 3). Prune to correct hazards and to remove all dead, diseased, or damaged limbs, as well as those limbs crossing or competing.
Pruning – Shrubs and Groundcover	Once a month, April 1 – November 30, to shape, train, and prevent encroachment into public thoroughfare/sidewalk or into other plant material and to ensure clear visibility of all street signs and traffic signals. All sucker growth is to be removed as it appears. Prune to correct hazards and to remove all dead, diseased, or damaged limbs and to prevent blockage of irrigation system components and patterns. All shrubs are to be maintained at a height no greater than 24" above the curb and groundcover at 12" above the curb.

Fertilization – Shrubs and Groundcover	Four (4) times a year, in March, May, July, and September, to promote healthy plant growth.
Pest Control	Prompt remedial action as necessary to maintain plant material in optimum condition.
Fungicide or other Special Treatment	Prompt remedial action as necessary to maintain plant material in optimum condition.
Plant Replacement	As deemed necessary by Contract Administrator to replace plant material damaged or killed due to Contractor's negligence.
Soil Treatment	Two (2) times a year, in March and September, apply Soil Buster, iron chelete.
Raising Pepper Trees	Every other month, trim trees shall be kept raised to 8' from the sidewalk and 11' from the street to prevent hazard to pedestrians and traffic on Dennery Road Rights-of-Way.

Category VII: Ocean View Hills. Gutters

Supervisory Inspection	The non-working supervisor shall inspect all areas under the contract a minimum of once a week and submit a written punch list of deficiencies. All major problems shall be reported to the Contract Administrator within twenty-four (24) hours.
Litter Removal	Two (2) times a week, Monday & Friday (before 9:00 a.m.), to keep all areas litter free.
Weed Removal	Once a month, to maintain areas in a weed free condition. All weeding to be completed by last working day of the month.
Sweeping – Gutters	Once every other week, to keep gutters free of dirt, sand, leaves, and other debris. Blowers may be used, if operated in a responsible manner.

Category VIII: Ocean View Hills. Brow Ditches

Supervisory Inspection	The non-working supervisor shall inspect all areas under the contract a minimum of once a week and submit a written punch list of deficiencies. All major problems shall be reported to the Contract Administrator within twenty-four (24) hours.
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Litter Removal	Once a month, to keep all areas litter free.
Weed Removal	Once a month, to maintain areas in a weed free condition. All weeding to be completed by last working day of the month.
Pruning – Shrubs and Groundcover	Once a month, to shape, train, and prevent encroachment into public thoroughfare/sidewalk or into other plant material and to ensure clear visibility of all street signs and traffic signals. All sucker growth is to be removed as it appears. Prune to correct hazards and to remove all dead, diseased, or damaged limbs as well as those limbs crossing or competing and to prevent blockage of irrigation system components and patterns.
Cleaning – Brow Ditches	Two (2) times a year, September and March, to keep brow ditches free of soil and sand, and to ensure proper function and drainage.

Category IV: Robinhood Ridge. Sidewalks.

Supervisory Inspection	The non-working supervisor shall inspect all areas under the contract a minimum of once a week and submit a written punch list of deficiencies. All major problems shall be reported to the Contract Administrator within twenty-four (24) hours.
Litter Removal	Two (2) times a week, Monday and Friday (before 9:00 a.m.) to keep all areas litter free.
Weed Removal	Once a month, to maintain areas in a weed free condition. All weeding to be completed by last working day of the month.
Sweeping – Sidewalk	Once a month, to areas free of sand, dirt, and other debris. Blowers may be used, if operated in a responsible manner.

Category V: Robinhood Ridge. Irrigated Ridge, Landscaped with Trees, Shrub, and Groundcover

Supervisory Inspection	The non-working supervisor shall inspect all areas under the contract a minimum of once a week and submit a written punch list of deficiencies. All major problems shall be reported to the Contract Administrator within twenty-four (24) hours.
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Litter Removal	Two (2) times a week, Monday and Friday (before 9:00 a.m.) to keep all areas litter free.
Weed Removal	Once a month, to maintain areas in a weed free condition. All weeding to be completed by last working day of the month.
Sweeping – Sidewalk	Once a month, to areas free of sand, dirt, and other debris. Blowers may be used, if operated in a responsible manner.

Category VI: Robinhood Ridge. Rights-of-Way Landscaped with Trees, Shrub, and Groundcover and Mulch

Supervisory Inspection	The non-working supervisor shall inspect all areas under the contract a minimum of once a week and submit a written punch list of deficiencies. All major problems shall be reported to the Contract Administrator within twenty-four (24) hours.
Litter Removal	Two (2) times a week, Monday and Friday (before 9:00 a.m.) to keep all areas litter free.
Weed Removal	Once a month, to maintain areas in a weed free condition. All weeding to be completed by last working day of the month.
Sweeping – Sidewalk	Once a month, to areas free of sand, dirt, and other debris. Blowers may be used, if operated in a responsible manner.

Category IV: Remington Hills Maintenance Assessment District. Sidewalks.

Supervisory Inspection	The non-working supervisor shall inspect all areas under the contract a minimum of once a week and submit a written punch list of deficiencies. All major problems shall be reported to the Contract Administrator within twenty-four (24) hours.
Litter Removal	Two (2) times a week, Monday and Friday (before 9:00 a.m.) to keep all areas litter free.
Weed Removal	Once a month, to maintain areas in a weed free condition. All weeding to be completed by last working day of the month.

Category VII: Remington Hills. Open Space Native

Supervisory Inspection	The non-working supervisor shall inspect all areas under the contract a minimum of once a week and submit a written punch list of deficiencies. All major problems shall be reported to the Contract Administrator within twenty-four (24) hours.
Litter Removal	Two (2) times a week, Monday and Friday (before 9:00 a.m.) to keep all areas litter free.
Weed Removal	Once a month, to maintain areas in a weed free condition. All weeding to be completed by last working day of the month.
Pruning – Shrubs and Groundcover	Once a month, to shape, train, and prevent encroachment into public thoroughfare/sidewalk or into other plant material and 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 and to prevent blockage of irrigation system components and patterns.
Cleaning – Brow Ditches	Two (2) times a year, September and March, to keep brow ditches free of soil and sand, and to ensure proper function and drainage.
Litter Removal – Open Space General	Twice (2) per year, to keep all areas litter free.
Litter Removal on Paths/Hiking	Every other month (6) times a year.
Trails/Maintenance Roads	Every other month (6) times a year.
Inspect/Maintain Trail/Ordinance signs	Once per month, to ensure signs are upright and clearly with no graffiti.
Cleaning – Brow Ditches	Two (2) times a year, September and March, to keep brow ditches free of soil and sand, and to ensure proper function and drainage. (Will be paid by Extra Labor).
Exotic Removal	Two (2) times a year. (Will be paid by extra labor).

Clear Paths, Trails and
Maintenance Roads of
Encroaching Brush and Weeds

Two (2) times a year. (Will be paid by extra labor).

Category VII: Remington Hills. Open Space Native.

Supervisory Inspection

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

Litter Removal

Two (2) times a week, Monday and Friday (before 9:00 a.m.) to keep all areas litter free.

Weed Removal

Once a month, to maintain areas in a weed free condition. All weeding to be completed by last working day of the month.

Pruning – Shrubs and
Groundcover

Once a month, to shape, train, and prevent encroachment into public thoroughfare/sidewalk or into other plant material and 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 and to prevent blockage of irrigation system components and patterns.

Cleaning – Brow Ditches

Two (2) times a year, September and March, to keep brow ditches free of soil and sand, and to ensure proper function and drainage.

Litter Removal – Open Space
General

Twice (2) per year, to keep all areas litter free.

Litter Removal on Paths/Hiking

Every other month (6) times a year.

Trails/Maintenance Roads

Every other month (6) times a year.

Inspect/Maintain
Trail/Ordinance signs

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

Cleaning – Brow Ditches

Two (2) times a year, September and March, to keep brow ditches free of soil and sand, and to ensure proper function and drainage. (Will be paid by Extra Labor).

Exotic Removal

Two (2) times a year. (Will be paid by extra labor).

Clear Paths, Trails and
Maintenance Roads of
Encroaching Brush and Weeds

Two (2) times a year. (Will be paid by extra labor).

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

1. Company Representative

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

2. Emergency Calls

The Contractor shall have the capability to receive and to respond immediately to calls of an emergency nature during normal working hours and outside of normal working hours. Calls of an emergency nature received by the 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.

3. 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.

4. 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 three (3) 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.

5. Physical Ability to Perform Work

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

6. 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.

7. 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.

8. 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.

9. 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.

10. 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	0.25 hour
Does not include screw on shrub heads	
Replace solenoid or bleed plug	0.25 hour

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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 10th of the following month work was performed. The invoice shall reference the purchase order number, include a description of the work performed by location.

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

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

A. 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.

B. 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.

C. 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.

Acceptable complete fertilizers include, but are not limited to: 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.

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.

- a. 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.
- b. 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.
- c. 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

a. 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.

b. 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

a. 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.

b. Frequency

All turf shall be edged as specified in Service Frequencies.

10. Turf Grass Renovation and Aerification

a. 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.

b. 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.

a. Irrigation

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

b. Edging

Groundcover beds shall be maintained within their intended bounds and shall not be permitted to encroach into lawns, shrub beds, sidewalks, or adjacent areas, or to encroach in any manner deemed undesirable by the 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.

c. Pruning

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

d. Replanting

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

e. Cultivation

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

12. Facility Maintenance

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

All sidewalks and other paved surfaces shall be maintained in a safe, non-hazardous, and useable condition 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.

b. 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.

c. 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

A. ESTIMATED HOURS

City Staff estimates 13,274 Ocean View Hills, 3,078 Robinhood Ridge, 644 Remington Hills annual hours (including onsite supervisor) plus an irrigation specialist and 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.

B. MATERIALS

All bidders must be able to verify any and all material(s) costs and quantities that are submitted for consideration in bid submittals. 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 over \$31,832.00 Ocean View Hills, \$10,336 Robinhood Ridge, \$800.00 Remington Hills in annual fertilizer material costs will be required by contractor to fulfill all routine task frequencies under this contract, according to pricing at time of award of contract.

City staff recommends all bidders include additional material costs for Irrigation, Litter Control, Weed Control, etc. on the Schedule of Task Costs.

City will provide mulch replacement from the city landfill and the contractor will be paid extra labor for this task.

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

C. IRRIGATION

Contractor shall be responsible for repair and replacement of all components of the irrigation system, including automatic valves. Therefore, the Contractor should take into consideration the age of the irrigation components and the availability of parts when submitting a bid.

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 but not limited to replacement, repair, adjustment, raising or lowering, straightening and

other operations 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. Therefore the Bidder should take into consideration the age of these valves and the availability of parts when submitting a bid.

Reclaimed water may be used to irrigate portions of the landscaped areas and future areas in this contract. The Contractor is required to adhere to all Rules and Regulations for Reclaimed Water Use in the City of San Diego when reclaimed water is utilized.

If requested by the Contract Administrator all water meters are to be read, documented, and submitted monthly.

The Contractor is required at all times to adhere to all Rules and Regulations regarding water use conforming to City of San Diego Drought Level Restrictions. The Contract Administrator must approve any and all exceptions to these Rules and Regulations.

D. PLANT MATERIAL MAINTENANCE

Contractor is required to prevent encroachment of plant materials from private lots or open space into areas maintained under this contract. Care shall be taken to ensure that plant material on private lots is not injured or damaged by Contractor’s actions.

Contractor is required to prevent encroachment of plant materials from the areas maintained under this contract into private lots or open space. Care shall be taken to ensure that plant material on private lots or open space is not injured or damaged by Contractor’s actions.

Contractor shall expect direction from the Contract Administrator to perform and maintain changes to any and all plant pruning specifications throughout the Ocean View Hills, Robinhood Ridge, Remington Hills MAD at any time and at no additional cost.

Plant material in center medians and near crosswalks must be kept to a level so as not to hide pedestrians from oncoming cars in traffic, and provide adequate site distance for traffic determined by contract administrator.

E. FERTILIZATION

The use of Gypsum (Soil Buster) is required to obtain optimum results during the warm season. Nitra King is required to obtain optimum results during the cold season. The following is a list of fertilizers to be applied on a quarterly basis as specified in the contract and per the Manufacturer's specifications:

1. Soil Buster 2-5-0 – one application in march and September, use according to manufacture specification.
2. Best 23-5-10 (Poly Supreme)
3. Best Nitra King 19-4-4 with 2.2% iron
4. Super Turf 23-5-10
5. Milorganite (Organic)

F. PESTS

Pest control is a maintenance function of this contract and shall be required (as needed). Pests that have been encountered and abated in this area previously include but are not limited to:

1. Scale on lantana and pine trees
2. Snails, throughout areas in the districts
3. Gophers, ground squirrels, and deer throughout areas in the district. All gopher mounds shall be brought back to grade when the area has been treated. Excessive soil or rocks may require removal.
4. Rats, have been found nesting in plant material(s).
5. Bees, nesting in valve boxes.
6. Ants, nesting in valve boxes and irrigation controllers.
7. Snakes.

G. BLOWERS

Blowers shall be operated in a responsible manner when use has been approved by the Contract Administrator. Dirt, dust and debris shall be controlled, blown into a pile and removed by the Contractor. The Contractor shall 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.

H. EXTRAORDINARY LABOR/SUBCONTRACTORS

During the terms of this contract, functions may arise which require the need for professional services associated with the landscape maintenance of the Ocean View Hills, Robinhood Ridge, Remington Hills MAD. These functions may require various valid licenses, certification(s), permits, etc., held by the individual utilized to perform these services. The Contractor shall be required to list any and all Sub Contractors on the Bidder's Statement Sub Contractors for the disciplines listed below which are beyond the scope of the contractors ability to perform.

1. A Registered Consulting Arborist (RCA) for various tree needs. RCA shall be available to be utilized as an expert in a Court of Law as needed. RCA's hourly rate, at time of award, shall be provided on the Bidder's Statement of Sub Contractors sheet.
2. Pest Control Operator certified, licensed, and qualified for the removal/elimination of bee colonies/hives, vertebrates and other pests.
3. Motorized street sweeper maintenance service for gutter sweeping.
4. Concrete, masonry, and asphalt work required as needed with valid license, certification and permits required to perform work.
5. Fence repair work required as needed with valid license, certification and permits required to perform work.
6. Trash receptacles installation required as needed with valid license, certification and permits required to perform work. (see attached picture of make and model)
7. Exotic Plant Removal work in sensitive habitats and open space may be required as needed with valid license, certification, and permits required to perform work.
8. Power washing for cleaning of monuments and hardscape and to install anti-graffiti coating.

I. SUBCONTRACTORS PREVIOUSLY USED:

1. South Bay Fence (fence repair)
2. South Bay Foundry (trash receptacles)
3. San Diego Concrete Cutting (concrete repair)
4. Companies that have qualified Biologists
 - a. Recon
 - b. Helix
 - c. Dudek
 - d. Aecom

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: _____ **Contact Name:** _____
Address: _____ **Phone Number:** _____
_____ **Fax Number:** _____
Dollar Value of Contract: \$ _____ **Contract Dates:** _____
Requirements of Contract: _____

Company Name: _____ **Contact Name:** _____
Address: _____ **Phone Number:** _____
_____ **Fax Number:** _____
Dollar Value of Contract: \$ _____ **Contract Dates:** _____
Requirements of Contract: _____

Company Name: _____ **Contact Name:** _____
Address: _____ **Phone Number:** _____
_____ **Fax Number:** _____
Dollar Value of Contract: \$ _____ **Contract Dates:** _____
Requirements of Contract: _____

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: _____ **Contact Name:** _____

Address: _____ **Phone Number:** _____

_____ **Fax Number:** _____

Dollar amount of sub-contract: \$ _____ **Contract Dates:** _____

Contractor's License #: _____

Requirements of contract: _____

What portion of work will be assigned to this subcontractor: _____

Company Name: _____ **Contact Name:** _____

Address: _____ **Phone Number:** _____

_____ **Fax Number:** _____

Dollar amount of sub-contract: \$ _____ **Contract Dates:** _____

Contractor's License #: _____

Requirements of contract: _____

What portion of work will be assigned to this subcontractor: _____

Company Name: _____ **Contact Name:** _____

Address: _____ **Phone Number:** _____

_____ **Fax Number:** _____

Dollar amount of sub-contract: \$ _____ **Contract Dates:** _____

Contractor's License #: _____

Requirements of contract: _____

What portion of work will be assigned to this subcontractor: _____

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: _____

2ZQHG□□□□ 5HQWHG□□□ 2WKHU□□□□□□□H[SODLQ□EHORZ□

If Owned, Quantity Available: _____

Year, Make & Model: _____

Explanation: _____

Equipment Description: _____

2ZQHG□□□□ 5HQWHG□□□ 2WKHU□□□□□□□H[SODLQ□EHORZ□

If Owned, Quantity Available: _____

Year, Make & Model: _____

Explanation: _____

Equipment Description: _____

2ZQHG□□□□ 5HQWHG□□□ 2WKHU□□□□□□□H[SODLQ□EHORZ□

If Owned, Quantity Available: _____

Year, Make & Model: _____

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, _____, certify that my company, _____, 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: _____ Signature: _____



City of San Diego Purchasing & Contracting Department Contractor/Vendor Registration Form

All prospective bidders, as well as existing contractors and vendors, are required to complete this form.

Vendor ID:

[ID Number will be provided by City]

Firm Info:

Firm Name:
(as reported on W9)

Firm Address:

City: State: Zip:

Phone: Fax:

Taxpayer ID: Business License:

Website:

Contact Info:

Contact Name:

Title:

Email:

Phone: Cell:

Alternate Address (if different from above) to Receive Remittance:

Mailing Address:

City: State: Zip:

Alternate Address (if different from above) to Receive Bid/Contract Opportunities:

Mailing Address:

City: State: Zip:

Contractor Licenses (if applicable)

License Number: License Type:

License Number: License Type:

License Number: License Type:

Contractor/Vendor Registration Form – Page 2

Firm Name:
(as reported on W9)

Product/Services Information:

NIGP Codes:

*find list of available NIGP Codes at <http://www.sandiego.gov/purchasing> OR request hard copy from Purchasing & Contracting

The City requires this information for statistical purposes only.

Primary Owner of the Firm* (51% ownership or more) *Required	<input type="checkbox"/> Male	<input type="checkbox"/> Sole Proprietorship
	<input type="checkbox"/> Female or	<input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Limited Liability Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Non-Profit <input type="checkbox"/> Governmental/Municipality/Regulatory Agency <input type="checkbox"/> Utility

Ethnicity:

Ethnicity:

* select one from the following **List of Ethnicities:**

- | |
|---------------------------|
| AFRICAN AMERICAN |
| ASIAN AMERICAN |
| CAUCASIAN AMERICAN |
| HISPANIC AMERICAN |
| NATIVE AMERICAN |
| PACIFIC ISLANDER AMERICAN |

Ownership Classification

Classification:

* select from the following **List of Ownership Classification Codes** (select all that apply):

WBE	(Woman Owned Business Enterprise)
OBE	(Other Business Enterprise)
DBE	(Disadvantaged Business Enterprise)
DVBE	(Disabled Veteran Business Enterprise)
SLBE	(Small Local Business Enterprise)
8(a)	(Small Business Administration 8(a) Enterprise)
SDB	(Small Disadvantaged Business Enterprise)
LBE	(Local Business Enterprise)
MLBE	(Micro Local Business Enterprise)
SBE	(Small Business Enterprise)
MBE	(Minority Business Enterprise)
EBE	(Emerging Business Enterprise)
ELBE	(Emerging Local Business Enterprise)

Certified by an Agency? No Yes (enter Certification Number and Certifying Agency below)

Certification #: Expiration Date:

Agency:

Certification #: Expiration Date:

Agency:

Information regarding a vendor's racial or gender ownership status will not be used as a factor in the City's selection process for any contract.

Please mail this form to: Purchasing & Contracting Department
1200 Third Avenue, Suite 200
San Diego, CA 92101

or fax to: 619/ 236-5904

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:

B. BIDDER/CONTRACTOR INFORMATION:

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

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?

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.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm in preparation for, in the process of, or in negotiations toward being sold?

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?

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.

Print Name, Title

Signature

Date

For additional information, contact:
CITY OF SAN DIEGO

**EQUAL BENEFITS ORDINANCE
 CERTIFICATION OF COMPLIANCE**

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.

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:

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

BIDDER REQUIREMENTS

TABLE OF CONTENTS

- 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.
- B. 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

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, SMBE, 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. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

NO OTHER FORMS WILL BE ACCEPTED

Section 1.01 CONTRACTOR IDENTIFICATION

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

Name of Company: _____

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): _____

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

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

Name of Company CEO: _____

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: _____ Type of License: _____

The Company has appointed: _____

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: _____

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

- 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 _____

(Firm Name)

_____ hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this _____ day of _____, 20____

(Authorized Signature)

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: _____ DATE: _____

OFFICE(S) or BRANCH(ES): _____ COUNTY: _____

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														
Professional														
A&E, Science, Computer														
Technical														
Sales														
Administrative Support														
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

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

Grand Total All Employees

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
- (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

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.¹ By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county.² If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work

Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

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

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one¹, two² & three³. These numbers coincide with the types of work force report required in the example. See below:

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

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

Exhibit A: Work Force Report Job categories-Administration

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

Management & Financial

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

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists

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

Architecture & Engineering, Science, Computer

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

Technical

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

Sales

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

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers
Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services

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

Crafts

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

Operative Workers

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

Transportation

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

Laborers

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

Exhibit B: Work Force Report Job categories-Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

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

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

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

Glaziers

Helpers, Construction Trade

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

Millwrights

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

Misc. Const. Equipment Operators

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

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons

Roofers

Security Guards & Surveillance Officers

Sheet Metal Workers

Structural Iron and Steel Workers

Welding, Soldering and Brazing Workers

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

Workers, Extractive Crafts, Miners

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: _____

CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPARTMENT

1200 Third Avenue, Suite 200

San Diego, CA 92101-4195

Fax: (619) 236-5904

ADDENDUM A

Bid No. 10023248-12-W

Bid Closing Date: April 5, 2012
@ 3:00 p.m.

Bids for furnishing the City of San Diego with Landscape Maintenance for Ocean View Hills, Robinhood Ridge, and Remington Maintenance Assessment District

The following changes to the specifications are hereby made effective as though they were originally shown and/or written:

1. *Delete* the original Pricing page 7 and *replace* with the attached Addendum A Pricing page 7. (**NOTE:** Section I, Table D, estimated quantity and cost of extraordinary labor has been changed).
2. *Delete* the original page 8 and *replace* with the attached Addendum A page 8. (**NOTE:** Section I, Table F, estimated quantity and cost of extraordinary labor has been changed).
3. *Delete* the original page 11 and *replace* with the attached Addendum A page 11. (**NOTE:** Section II, Category II, Schedule of Tasks Cost Table, page 11 has been changed).
4. *Delete* the original page 12 and *replace* with the attached Addendum A page 12. (**NOTE:** Section II, Category III, Schedule of Tasks Cost Table, page 12 has been changed).
5. *Delete* the original page 13 and *replace* with the attached Addendum A page 13. (**NOTE:** Section II, Category IV, Schedule of Tasks Cost Table, page 13 has been changed).
6. *Delete* the original page 14 and *replace* with the attached Addendum A page 14. (**NOTE:** Section II, Category V, Schedule of Tasks Cost Table, page 14 has been changed).

7. Delete the original page 15 and replace with the attached Addendum A page 15. (NOTE: Section II, Category VI, Schedule of Tasks Cost Table, page 15 has been changed).
8. Delete the original page 16 and replace with the attached Addendum A page 16. (NOTE: Section II, Category VII, Schedule of Tasks Cost Table, page 16 has been changed).
9. Add Addendum A page 16a. (NOTE: Section II, Category IX, Schedule of Tasks Cost Table, has been added).
10. Delete the original page 17 and replace with the attached Addendum A page 17. (NOTE: Section II, Category VIII, Schedule of Tasks Cost Table, page 17 has been changed).
11. Delete the original page 20 and replace with the attached Addendum A page 20. (NOTE: Section II, Category VI, Schedule of Tasks Cost Table, page 20 has been changed).
12. Delete the original page 25 and replace with the attached Addendum A page 25. (NOTE: Section II, Category VII, Schedule of Tasks Cost Table, page 25 has been changed).
13. Delete the original page 43, and replace with the attached Addendum A pages 43 through 48. (NOTE: Category IX. Ocean View Hills, Service Frequencies, has been added).
14. Add Addendum A page 43a has been added. (Category IX, Ocean View Hills, text has been added).
15. Delete the original page 44, and replace with the attached Addendum A page 44. (NOTE: Category IX. Robinhood Ridge. Open Space Native, Service Frequencies, has been added).
16. Add Addendum A page 44a has been added. (Category IX, Ocean View Hills, text has been added).
17. Delete the original pages 47 and 48 and replace with the attached Addendum A pages 47 and 48. (NOTE: Category VII: Remington Hills. Open Space Native has been deleted).
18. Delete the original page 67 and replace with the attached Addendum A page 67. (NOTE: Section V, paragraph A, has been changed).

Page 2 of 3
Bid No. 10023248-12-W
March 7, 2012

19. *Delete* the original page 70 and *replace* with the attached Addendum A page 70.
(NOTE: Section V, Specifications, Paragraph H, item 9, has been added).

CITY OF SAN DIEGO PURCHASING & CONTRACTING DEPARTMENT

Bill Broderick
Procurement Specialist, CPPB
(619) 236-6653

March 7, 2012

BB/muw

D. ROBINHOOD RIDGE EXTRAORDINARY LABOR

Est. Qty.	U/M	Description	Cost Per Hour	Total Cost
1,000	HR	Extraordinary Labor	\$	\$

NOTE: The cost of the **one thousand (1,000)** hours of extraordinary labor will be added to the bid price to determine the overall low Bidder.

TOTAL SECTION C & D: \$_____

E. REMINGTON HILLS MAINTENANCE ASSESSMENT DISTRICT

Category	Est. Qty.	U/M	Description	Total Cost Per Month	Total Cost Per Year
IV	11,125	LIN FT	Sidewalks	\$	\$
VI	13,350	SQ FT	Rights-of-Way Landscaped with Trees, Shrubs, Groundcover and Mulch	\$	\$
VII	11,125	LIN FT	Gutters	\$	\$
TOTAL SECTION E:				\$	\$

F. REMINGTON HILLS EXTRAORDINARY LABOR

Est. Qty.	U/M	Description	Cost Per Hour	Total Cost
500	HR	Extraordinary Labor	\$	\$

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

TOTAL SECTIONS E & F: \$ _____

GRAND TOTAL SECTIONS A, B, C, D, E & F: \$ _____

F. 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: Ocean View Hills. Street Medians Landscaped with Trees, Shrubs, and Groundcover.
Approximately 71,490 sq. ft.

TASK DESCRIPTION	CITY'S HOURS	LABOR COST	MATERIALS COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
CATEGORY II:		Hourly Rate X Time				
• Supervisor Inspection		.20			52	\$
• Irrigation Inspection		4			52	\$
• Litter Removal		2			104	\$
• Weed Removal		40			12	\$
• Edging		40			12	\$
• Pruning – Trees		40			2	\$
• Pruning – Shrubs and Groundcover		60			2	\$
• Fertilization – Shrubs and Groundcover		30			4	\$

TOTAL BID PRICE PER YEAR FOR CATEGORY II: \$ _____

(Enter bid price on page 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.

Category III: Ocean View Hills. Stamped Concrete Medians. Approximately 46,191 sq. ft.

TASK DESCRIPTION	LABOR COST	City Hours	MATERIALS COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
CATEGORY III:	Hourly Rate X Time					
• Supervisor Inspection		.10			52	
• Litter Removal		1.5			104	\$
• Weed Removal		5			12	\$
• Sweeping – Stamped Concrete		12			12	\$

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

Category IV: Ocean View Hills. Sidewalks. Approximately 157,361 lin. ft.

TASK DESCRIPTION	LABOR COST	City Hours	MATERIALS COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
CATEGORY IV:	Hourly Rate X Time					
• Supervisor Inspection		.2			52	\$
• Litter Removal		3			104	\$
• Weed Removal		3			12	\$
• Sweeping – Sidewalks		10			12	\$

TOTAL BID PRICE PER YEAR FOR CATEGORY IV: \$ _____
 (Enter bid price on page 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.

Category V: Ocean View Hills. Irrigated Slopes Landscaped with Trees, Shrubs, Groundcover.
Approximately 422,581 sq. ft.

TASK DESCRIPTION	LABOR COST	City Hours	MATERIALS COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
CATEGORY V:	Hourly Rate X Time					
• Supervisor Inspection		.25			52	\$
• Irrigation Inspection		.10			52	\$
• Litter Removal		5			104	\$
• Weed Removal		5			12	\$
• Edging		80			12	\$
• Pruning – Trees		100			2	\$
• Pruning – Shrubs and Groundcover		100			6	\$
• Fertilization – Shrubs and Groundcover		80			4	\$
• Soil Treatment		80			2	\$

TOTAL BID PRICE PER YEAR FOR CATEGORY V: \$ _____
(Enter bid price on page 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.

Category VI: Ocean View Hills. Rights-of-Way Landscaped with Trees, Shrubs, Groundcover and Mulch. Approximately 184,091.

TASK DESCRIPTION	LABOR COST	City Hours	MATERIALS COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
CATEGORY VI:	Hourly Rate X Time					
• Supervisor Inspection		.20			52	\$
• Irrigation Inspection		12			52	\$
• Litter Removal		3			104	\$
• Weed Removal		3			12	\$
• Sweeping – Sidewalks		10			12	\$
• Pruning – Trees		40			2	\$
• Pruning – Shrubs and Groundcover		60			8	\$
• Fertilization – Shrubs and Groundcover		30			4	\$
• Soil Treatment		40			2	\$
• Raising Pepper Trees		40			6	\$

TOTAL BID PRICE PER YEAR FOR CATEGORY VI:
(Enter bid price on page 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.

Category VII: Ocean View Hills. Gutters. Approximately 64,775 lin.ft.

TASK DESCRIPTION	LABOR COST	City Hours	MATERIALS COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
CATEGORY VII:	Hourly Rate X Time					
• Supervisor Inspection		.10			52	\$
• Litter Removal		.5			104	\$
• Weed Removal		6			12	\$
• Sweeping – Gutters		15			26	\$

TOTAL BID PRICE PER YEAR FOR CATEGORY VII: \$ _____
 (Enter bid price on page 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.

Category IX: **Ocean View**. Open Space Native, Approximately **340.01** Acres

TASK DESCRIPTION	LABOR COST	City Hours	MATERIALS COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
CATEGORY IX:	Hourly Rate X Time					
• Supervisor Inspection		2			6	\$
• Litter Removal		80			2	\$
• Litter Removal on Paths /Hiking Trails/Maintenance Roads		20			6	\$
• Exotics Removal		Extra Labor			2	\$
• Clear Paths, Trails and Maintenance Roads of Encroaching Brush and weeds.		Extra Labor			2	\$
• Inspect/Maintain-Trail/Ordinance Signs		2			6	
• Cleaning –Brow Ditches		Extra Labor			2	

TOTAL BID PRICE PER YEAR FOR CATEGORY IX: \$ _____
 (Enter bid price on page 7.)

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.

Category VIII: Ocean View Hills. Brow Ditches. Approximately 1,304 lin.ft.

TASK DESCRIPTION	LABOR COST	City Hours	MATERIALS COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
CATEGORY VIII:	Hourly Rate X Time					
• Supervisor Inspection		.10			52	\$
• Litter Removal		20			12	\$
• Weed Removal		16			12	\$
• Pruning Shrubs and Groundcover		20			12	\$
• Cleaning – Brow Ditches		40			2	\$

TOTAL BID PRICE PER YEAR FOR CATEGORY VIII:
 (Enter bid price on page 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.

Category VI: Robinhood Ridge. Rights-of-Way Landscaped with Trees, Shrubs, Groundcover and Mulch.
Approximately 110,810 sq. ft.

TASK DESCRIPTION	LABOR COST	City Hours	MATERIALS COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
CATEGORY VI:	Hourly Rate X Time					
• Supervisor Inspection		.10			52	\$
• Irrigation Inspection		2			52	\$
• Litter Removal		2			104	\$
• Weed Removal		20			12	\$
• Edging		40			12	\$
• Pruning – Trees		20			2	\$
• Pruning – Shrubs and Groundcover		40			6	\$
• Fertilization – Shrubs and Groundcover		4			4	\$
• Soil Treatment		4			2	\$

TOTAL BID PRICE PER YEAR FOR CATEGORY VI: \$ _____
(Enter bid price on page 6.)

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.

Category VII: Remington Hills. Gutters. Approximately 11,125 lin. ft.

TASK DESCRIPTION	LABOR COST	City Hours	MATERIALS COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
CATEGORY VII:	Hourly Rate X Time					
• Supervisor Inspection		.5			52	\$
• Litter Removal		.5			104	\$
• Weed Removal		.5			12	\$
• Sweeping – Sidewalks		1			12	\$

TOTAL BID PRICE PER YEAR FOR CATEGORY VII: \$ _____
 (Enter bid price on page 7.)

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.

Category VIII: Ocean View Hills. Brow Ditches.

Litter Removal	Two (2) times a week, Monday and Friday (before 9:00 a.m.) to keep all areas litter free.
Weed Removal	Once a month, to maintain areas in a weed free condition. All weeding to be completed by last working day of the month.
Pruning – Shrubs and Groundcover	Once a month, to shape, train, and prevent encroachment into public thoroughfair/sidewalk or into other plant material and 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 and to prevent blockage of irrigation system components and patterns.
Cleaning – Brow Ditches	Two (2) times a year, September and March, to keep brow ditches free of soil and sand, and to ensure proper function and drainage.

Category IX: Ocean View Hills Open Space Native

Supervisory Inspection	The non-working supervisor shall inspect all areas under the contract a minimum of once a week and submit a written punch list of deficiencies. All major problems shall be reported to the Contract Administrator within twenty-four (24) hours.
Litter Removal	Two (2) times a week, Monday and Friday (before 9:00 a.m.) to keep all areas litter free.
Weed Removal	Once a month, to maintain areas in a weed free condition. All weeding to be completed by last working day of the month.
Pruning – Shrubs and Groundcover	Every other month, to shape, train, and prevent encroachment into public thoroughfair/sidewalk or into other plant material and 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 and to prevent blockage of irrigation system components and patterns.
Cleaning – Brow Ditches	Two (2) times a year, September and March, to keep brow ditches free of soil and sand, and to ensure proper function and drainage.

Litter Removal – Open Space General	Twice (2) per year, to keep all areas litter free.
Litter Removal on Paths/Hiking	Every other month (6) times a year.
Trails/Maintenance Roads	Every other month (6) times a year.
Inspect/Maintain Trail/Ordinance signs	Once per month, to ensure signs are upright and clearly with no graffiti.
Cleaning – Brow Ditches	Two (2) times a year, September and March, to keep brow ditches free of soil and sand, and to ensure proper function and drainage. (Will be paid by Extra Labor).
Exotic Removal	Two (2) times a year. (Will be paid by extra labor).
Clear Paths, Trails and Maintenance Roads of Encroaching Brush and Weeds	Two (2) times a year. (Will be paid by extra labor).

Category IV: Robinhood Ridge. Sidewalks.

Supervisory Inspection	The non-working supervisor shall inspect all areas under the contract a minimum of once a week and submit a written punch list of deficiencies. All major problems shall be reported to the Contract Administrator within twenty-four (24) hours.
Litter Removal	Two (2) times a week, Monday and Friday (before 9:00 a.m.) to keep all areas litter free.
Weed Removal	Once a month, to maintain areas in a weed free condition. All weeding to be completed by last working day of the month.
Sweeping – Sidewalk	Once a month, to areas free of sand, dirt, and other debris. Blowers may be used, if operated in a responsible manner.

Category V: Robinhood Ridge. Irrigated Slopes, Landscaped with Trees, Shrubs, and Groundcover

Supervisory Inspection	The non-working supervisor shall inspect all areas under the contract a minimum of once a week and submit a written punch list of deficiencies. All major problems shall be reported to the Contract Administrator within twenty-four (24) hours.
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Litter Removal	Two (2) times a week, Monday and Friday (before 9:00 a.m.) to keep all areas litter free.
Weed Removal	Once a month, to maintain areas in a weed free condition. All weeding to be completed by last working day of the month.
Sweeping – Sidewalk	Once a month, to areas free of sand, dirt, and other debris. Blowers may be used, if operated in a responsible manner.

Category VI: Robinhood Ridge. Rights-of-Way Landscaped with Trees, Shrubs, and Groundcover and Mulch

Supervisory Inspection	The non-working supervisor shall inspect all areas under the contract a minimum of once a week and submit a written punch list of deficiencies. All major problems shall be reported to the Contract Administrator within twenty-four (24) hours.
Litter Removal	Two (2) times a week, Monday and Friday (before 9:00 a.m.) to keep all areas litter free.
Weed Removal	Once a month, to maintain areas in a weed free condition. All weeding to be completed by last working day of the month.
Sweeping – Sidewalk	Once a month, to areas free of sand, dirt, and other debris. Blowers may be used, if operated in a responsible manner.

Category IX: Robinhood Ridge. Open Space Native.

Supervisory Inspection	The non-working supervisor shall inspect all areas under the contract a minimum of once a week and submit a written punch list of deficiencies. All major problems shall be reported to the Contract Administrator within twenty-four (24) hours.
Litter Removal	Two (2) times a week, Monday and Friday (before 9:00 a.m.) to keep all areas litter free.
Weed Removal	Once a month, to maintain areas in a weed free condition. All weeding to be completed by last working day of the month.

Pruning – Shrubs and Groundcover	Once a month, to shape, train, and prevent encroachment into public thoroughfare/sidewalk or into other plant material and 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 and to prevent blockage of irrigation system components and patterns.
Cleaning – Brow Ditches	Two (2) times a year, September and March, to keep brow ditches free of soil and sand, and to ensure proper function and drainage.
Litter Removal – Open Space General	Twice (2) per year, to keep all areas litter free.
Litter Removal on Paths/Hiking Trails/Maintenance Roads	Every other month (6) times a year.
Inspect/Maintain Trail/Ordinance signs	Once per month, to ensure signs are upright and clearly with no graffiti.
Cleaning – Brow Ditches	Two (2) times a year, September and March, to keep brow ditches free of soil and sand, and to ensure proper function and drainage. (Will be paid by Extra Labor).
Exotic Removal	Two (2) times a year. (Will be paid by extra labor).
Clear Paths, Trails and Maintenance Roads of Encroaching Brush and Weeds	Two (2) times a year. (Will be paid by extra labor).

Category IV: Remington Hills Maintenance Assessment District. Sidewalks.

Supervisory Inspection	The non-working supervisor shall inspect all areas under the contract a minimum of once a week and submit a written punch list of deficiencies. All major problems shall be reported to the Contract Administrator within twenty-four (24) hours.
Litter Removal	Two (2) times a week, Monday and Friday (before 9:00 a.m.) to keep all areas litter free.
Weed Removal	Once a month, to maintain areas in a weed free condition. All weeding to be completed by last working day of the month.

Category VII: Remington Hills. Open Space Native

Supervisory Inspection	The non-working supervisor shall inspect all areas under the contract a minimum of once a week and submit a written punch list of deficiencies. All major problems shall be reported to the Contract Administrator within twenty-four (24) hours.
Litter Removal	Two (2) times a week, Monday and Friday (before 9:00 a.m.) to keep all areas litter free.
Weed Removal	Once a month, to maintain areas in a weed free condition. All weeding to be completed by last working day of the month.
Pruning – Shrubs and Groundcover	Once a month, to shape, train, and prevent encroachment into public thoroughfare/sidewalk or into other plant material and 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 and to prevent blockage of irrigation system components and patterns.
Cleaning – Brow Ditches	Two (2) times a year, September and March, to keep brow ditches free of soil and sand, and to ensure proper function and drainage.
Litter Removal – Open Space General	Twice (2) per year, to keep all areas litter free.
Litter Removal on Paths/Hiking Trails/Maintenance Roads	Every other month (6) times a year.
Inspect/Maintain Trail/Ordinance Signs	Once per month, to ensure signs are upright and clearly with no graffiti.
Cleaning – Brow Ditches	Two (2) times a year, September and March, to keep brow ditches free of soil and sand, and to ensure proper function and drainage. (Will be paid by extra labor).

Category VII: Remington Hills. Open Space – DELETED DUPLICATE

Exotic Removal

DELETED

**Clear Paths, Trails and
Maintenance Roads of
Encroaching Brush and
Weeds**

DELETED

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

1. Company Representative

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

2. Emergency Calls

The Contractor shall have the capability to receive and to respond immediately to calls of an emergency nature during normal working hours and outside of normal working hours. Calls of an emergency nature received by the 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.

3. 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.

4. 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.

V. SPECIFICATIONS UNIQUE TO THIS CONTRACT

A. ESTIMATED HOURS

City Staff estimates **12,537.8** Ocean View Hills, **2,995.6**, Robinhood Ridge, **708.4** Remington Hills annual hours (including onsite supervisor) plus an irrigation specialist and 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.

B. MATERIALS

All bidders must be able to verify any and all material(s) costs and quantities that are submitted for consideration in bid submittals. 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 over \$31,832.00 Ocean View Hills, \$10,336 Robinhood Ridge, \$800.00 Remington Hills in annual fertilizer material costs will be required by contractor to fulfill all routine task frequencies under this contract, according to pricing at time of award of contract.

City staff recommends all bidders include additional material costs for Irrigation, Litter Control, Weed Control, etc. on the Schedule of Task Costs.

City will provide mulch replacement from the city landfill and the contractor will be paid extra labor for this task.

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

C. IRRIGATION

Contractor shall be responsible for repair and replacement of all components of the irrigation system, including automatic valves. Therefore, the Contractor should take into consideration the age of the irrigation components and the availability of parts when submitting a bid.

H. EXTRAORDINARY LABOR/SUBCONTRACTORS

During the terms of this contract, functions may arise which require the need for professional services associated with the landscape maintenance of the Ocean View Hills, Robinhood Ridge, Remington Hills MAD. These functions may require various valid licenses, certification(s), permits, etc., held by the individual utilized to perform these services. The Contractor shall be required to list any and all Sub Contractors on the Bidder's Statement Sub Contractors for the disciplines listed below which are beyond the scope of the contractors ability to perform.

1. A Registered Consulting Arborist (RCA) for various tree needs. RCA shall be available to be utilized as an expert in a Court of Law as needed. RCA's hourly rate, at time of award, shall be provided on the Bidder's Statement of Sub Contractors sheet.
2. Pest Control Operator certified, licensed, and qualified for the removal/elimination of bee colonies/hives, vertebrates and other pests.
3. Motorized street sweeper maintenance service for gutter sweeping.
4. Concrete, masonry, and asphalt work required as needed with valid license, certification and permits required to perform work.
5. Fence repair work required as needed with valid license, certification and permits required to perform work.
6. Trash receptacles installation required as needed with valid license, certification and permits required to perform work. (see attached picture of make and model)
7. Exotic Plant Removal work in sensitive habitats and open space may be required as needed with valid license, certification, and permits required to perform work.
8. Power washing for cleaning of monuments and hardscape and to install anti-graffiti coating.
9. **Ocean View Hills Vernal Pools: Inspection tasks consists of one (1) initial site inspection with MAD Manager, Landscape Contractor and qualified Biologist. This inspection is to insure Landscape Contractor has been briefed on the vernal pools and their sensitive environmental nature prior to any work. (2) Annually (February) quantitative site inspection by a qualified biologist. (3) An additional three (3) times a year (August, October, and May) site inspection is to include, but no limited to, inspection of fences, signs vandalism, dumping litter, removal of any dumps, litter and replacement of signs/fences as necessary.**

I. SUBCONTRACTORS PREVIOUSLY USED:

1. South Bay Fence (fence repair)
2. South Bay Foundry (trash receptacles)
3. San Diego Concrete Cutting (concrete repair)
4. Companies that have qualified Biologists
 - a. Recon
 - b. Helix
 - c. Dudek
 - d. Aecom

CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPARTMENT

1200 Third Avenue, Suite 200

San Diego, CA 92101-4195

Fax: (619) 236-5904

ADDENDUM B

Bid No. 10023248-12-W

Bid Closing Date: April 5, 2012
@ 3:00 p.m.

Bids for furnishing the City of San Diego with **Landscape Maintenance for Ocean View Hills, Robinhood Ridge, and Remington Maintenance Assessment District.**

The following changes to the specifications are hereby made effective as though they were originally shown and/or written:

1. Delete the original Pricing page 5 and replace with the attached Addendum B Pricing page 5. (NOTE: Section I, paragraph A, Category IX has been added).
2. Delete the original Pricing page 6 and replace with the attached Addendum B Pricing page 6. (NOTE: Section I, paragraph C, Category IX has been added).
3. Delete Addendum A Pricing page 7 and replace with the attached Addendum B Pricing page 7. (NOTE: Section I, paragraph E, Category IX has been added).
4. Delete the original page 67 and replace with the attached Addendum B page 67. (NOTE: Section V, paragraph B, text has been changed).
5. Add fifteen (15) pages of Attachment 1. (NOTE: Schedule of Costs has been added).
6. Add eight (8) pages of Attachment 2, Purchasing Contract Outline Agreement.
7. Add one (1) page of Attachment 3, Otay Maintenance Assessment District Map.
8. Add one (1) page of Questions and Answers. (NOTE: This is for informational purpose only and is not part of any resulting contract.)

CITY OF SAN DIEGO PURCHASING & CONTRACTING DEPARTMENT

Bill Broderick
Procurement Specialist, CPPB
(619) 236-6653

March 13, 2012

WB/muw

I. PRICING PAGE

A. OCEAN VIEW HILLS MAINTENANCE ASSESSMENT DISTRICT

Category	Est. Qty.	U/M	Description	Total Cost Per Month	Total Cost Per Year
II	71,490	SQ FT	Street Medians Landscaped with Trees, Shrubs, and Groundcover	\$	\$
III	46,191	SQ FT	Stamped Concrete Medians	\$	\$
IV	157,361	LIN FT	Sidewalks	\$	\$
V	422,581	SQ FT	Irrigated Slopes Landscaped with Trees, Shrubs, and Groundcover	\$	\$
VI	184,091	SQ FT	Rights-of-Way Landscaped with Trees, Shrubs, Groundcover and Mulch	\$	\$
VII	64,775	LIN FT	Gutters	\$	\$
VIII	1,304	LIN FT	Brow Ditches	\$	\$
IX	340.01	ACRE	Open Space	\$	\$

TOTAL SECTION A: \$ _____

B. OCEAN VIEW HILLS EXTRAORDINARY LABOR

Est. Qty.	U/M	Description	Cost Per Hour	Total Cost
2,000	HR	Extraordinary Labor	\$	\$

NOTE: The cost of the two thousand (2,000) hours of extraordinary labor will be added to the bid price to determine the overall low Bidder.

TOTAL SECTION A & B: \$_____

C. ROBINHOOD RIGDE MAINTENANCE ASSESSMENT DISTRICT

Category	Est. Qty.	U/M	Description	Total Cost Per Month	Total Cost Per Year
IV	11,082	LIN FT	Sidewalks	\$	\$
V	46,416	SQ FT	Irrigated Slopes Landscaped with Trees, Shrubs, and Groundcover	\$	\$
VI	110,810	SQ FT	Rights-of-Way Landscaped with Trees, Shrubs, Groundcover and Mulch	\$	\$
VII	11,082	LIN FT	Gutters	\$	\$
IX	92.12	ACRE	Open Space	\$	\$
TOTAL SECTION C:				\$	\$

D. ROBINHOOD RIDGE EXTRAORDINARY LABOR

Est. Qty.	U/M	Description	Cost Per Hour	Total Cost
1,000	HR	Extraordinary Labor	\$	\$

NOTE: The cost of the one thousand (1,000) hours of extraordinary labor will be added to the bid price to determine the overall low Bidder.

TOTAL SECTION C & D: \$_____

E. REMINGTON HILLS MAINTENANCE ASSESSMENT DISTRICT

Category	Est. Qty.	U/M	Description	Total Cost Per Month	Total Cost Per Year
IV	11,125	LIN FT	Sidewalks	\$	\$
VI	13,350	SQ FT	Rights-of-Way Landscaped with Trees, Shrubs, Groundcover and Mulch	\$	\$
VII	11,125	LIN FT	Gutters	\$	\$
IX	47.02	ACRE	Open Space	\$	\$
TOTAL SECTION E:				\$	\$

V. SPECIFICATIONS UNIQUE TO THIS CONTRACT

A. ESTIMATED HOURS

City Staff estimates 12,537.8 Ocean View Hills, 2,995.6, Robinhood Ridge, 708.4 Remington Hills annual hours (including onsite supervisor) plus an irrigation specialist and 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.

B. MATERIALS

All bidders must be able to verify any and all material(s) costs and quantities that are submitted for consideration in bid submittals. 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 over \$31,832.00 Ocean View Hills, \$10,336 Robinhood Ridge \$800.00 Remington Hills in annual fertilizer material costs will be required by contractor to fulfill all routine task frequencies under this contract, according to pricing at time of award of contract.

City staff recommends all bidders include additional material costs for Irrigation, Litter Control, Weed Control, etc. on the Schedule of Task Costs.

City will provide mulch replacement from the city landfill and the contractor will be paid extra labor for this task.

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

C. IRRIGATION

Contractor shall be responsible for repair and replacement of all components of the irrigation system, including automatic valves. Therefore, the Contractor should take into consideration the age of the irrigation components and the availability of parts when submitting a bid.

ATTACHMENT 1

D. SCHEDULE OF TASK COSTS

NORTHWEST OTAY MAINTENANCE ASSESSMENT DISTRICT – ZONE 1

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: Street Medians Landscaped with Trees, Shrubs, and Groundcover. Approximately 71,490 sq. ft.

TASK DESCRIPTION	LABOR COST	MATERIALS COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
CATEGORY II:	Hourly Rate X Time				
• Irrigation Inspection				52	\$
• Litter Removal				104	\$
• Weed Removal				12	\$
• Edging				12	\$
• Pruning – Trees				2	\$
• Pruning – Shrubs and Groundcover				2	\$
• Fertilization – Shrubs and Groundcover				4	\$

TOTAL BID PRICE PER YEAR FOR CATEGORY II: **\$ _____**
 (Enter bid price on page 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.

Category III: Stamped Concrete Medians. Approximately 46,191 sq. ft.

TASK DESCRIPTION	LABOR COST	MATERIALS COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
CATEGORY III:	Hourly Rate X Time				
• Litter Removal				104	\$
• Weed Removal				12	\$
• Sweeping – Stamped Concrete				12	\$

TOTAL BID PRICE PER YEAR FOR CATEGORY III: \$ _____
 (Enter bid price on page 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.

Category IV: Sidewalks. Approximately 157,361 lin. ft.

TASK DESCRIPTION	LABOR COST	MATERIALS COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
CATEGORY IV:	Hourly Rate X Time				
• Litter Removal				104	\$
• Weed Removal				12	\$
• Sweeping – Sidewalks				12	\$

TOTAL BID PRICE PER YEAR FOR CATEGORY IV: \$ _____
 (Enter bid price on page 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.

Category V: Irrigated Slopes Landscaped with Trees, Shrubs, and Groundcover. Approximately 422,581 sq. ft.

TASK DESCRIPTION	LABOR COST	MATERIALS COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
CATEGORY V:	Hourly Rate X Time				
• Irrigation Inspection				52	\$
• Litter Removal				104	\$
• Weed Removal				12	\$
• Edging				12	\$
• Pruning – Trees				2	\$
• Pruning – Shrubs and Groundcover				6	\$
• Fertilization – Shrubs and Groundcover				4	\$
• Soil Treatment				2	\$

TOTAL BID PRICE PER YEAR FOR CATEGORY V:
(Enter bid price on page 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.

Category VI: Rights-of-Way Landscaped with Trees, Shrubs, Groundcover, and Mulch. Approximately 184,091 sq. ft.

TASK DESCRIPTION	LABOR COST	MATERIALS COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
CATEGORY VI:	Hourly Rate X Time				
• Irrigation Inspection				52	\$
• Litter Removal				104	\$
• Weed Removal				12	\$
• Pruning – Trees				2	\$
• Pruning – Shrubs and Groundcover				8	\$
• Fertilization – Shrubs and Groundcover				4	\$
• Soil Treatment				2	\$
• Raising Pepper Trees				6	\$

TOTAL BID PRICE PER YEAR FOR CATEGORY VI: \$ _____
 (Enter bid price on page 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.

Category VII: Gutters. Approximately 64,775 lin. ft.

TASK DESCRIPTION	LABOR COST	MATERIALS COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
CATEGORY VII:	Hourly Rate X Time				
• Litter Removal				104	\$
• Weed Removal				12	\$
• Sweeping – Gutters				26	\$

TOTAL BID PRICE PER YEAR FOR CATEGORY VII:

\$ _____

(Enter bid price on page 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.

Category VIII: Brow Ditches. Approximately 1,304 lin. ft.

TASK DESCRIPTION	LABOR COST	MATERIALS COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
CATEGORY VIII:	Hourly Rate X Time				
• Litter Removal				12	\$
• Weed Removal				12	\$
• Pruning – Shrubs and Groundcover				12	\$
• Cleaning – Brow Ditches				2	\$

TOTAL BID PRICE PER YEAR FOR CATEGORY VIII: \$ _____
 (Enter bid price on page 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.

VI. 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:

- Landscaped and Hardscaped Medians, Right-of-Ways, Gutters, and Slopes from Dennery Road to Lyndhurst, on Ocean View Hills Parkway.
- Landscaped Slope and Brow Ditch on the eastside of Dennery Road south of Ocean View Hills Parkway.

C. SERVICE FREQUENCIES

Category II: Street Medians Landscaped with Trees, Shrubs, and Groundcover.
Approximately 71,490 sq. ft.

Irrigation	As necessary to promote healthy plant material.
Irrigation Inspection	Once a week, all systems (including drip) are to be thoroughly inspected to ensure complete electronic operation and proper distribution of water. An irrigation checklist shall be completed as each system is inspected. The checklists will be provided and must be submitted weekly to the Contract Administrator.
Maintenance and Repair of Irrigation Systems	As needed, to ensure proper operation of irrigation systems.
Litter Removal	Two (2) times a week, Monday and Friday (before 9:00 a.m.) to keep all areas litter free.
Weed Removal	Once a month, to maintain areas in a weed free condition. All weeding to be completed by last working day of the month.

Edging	Once a month, edge curbs, sidewalks, and all fixtures (e.g. valve boxes, quick couplers, gate valves, walls, lights, etc.). All edging must be perpendicular to the hard surface and not removed from it. Chemical edging is unacceptable.
Pruning - Trees	Two (2) times a year, in February and July, to shape, train, and prevent encroachment into public thoroughfare/sidewalk or into other plant material, and to ensure clear visibility of all street signs and traffic signals. All sucker growth is to be removed as it appears. Prune to correct hazards and to remove all dead, diseased, or damaged limbs, as well as those limbs crossing or competing.
Pruning – Shrubs and Groundcover	Two (2) times a 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 and to prevent blockage of irrigation system components and patterns. All shrubs are to be maintained at a height no greater than 24" above the curb. The Lantanas are to be maintained at 12" above the curb.
Fertilization – Shrubs and Groundcover	Four (4) times a year, in March, May, July and September, to promote healthy plant growth.
Pest Control	Prompt remedial action as necessary to maintain plant material in optimum condition.
Fungicide or other Special Treatment	Prompt remedial action as necessary to maintain plant material in optimum condition.
Plant Replacement	As deemed necessary by Contract Administrator to replace plant material damaged or killed due to Contractor's negligence.

Category III: Stamped Concrete Medians. Approximately 46,191 sq. ft.

Litter Removal	Two (2) times a week, Monday and Friday (before 9:00 a.m.) to keep all areas litter free.
Weed Removal	Once a month, to maintain areas in a weed free condition. All weeding to be completed by last working day of the month.
Sweeping – Stamped Concrete	Once a month, to keep areas free of sand, dirt, and other debris. Blowers may be used, if operated in a responsible manner.

Category IV: Sidewalks. Approximately 157,361 lin. ft.

Litter Removal	Two (2) times a week, Monday and Friday (before 9:00 a.m.) to keep all areas litter free.
Weed Removal	Once a month, to maintain areas in a weed free condition. All weeding to be completed by last working day of the month.
Sweeping – Sidewalk	Once a month, to areas free of sand, dirt, and other debris. Blowers may be used, if operated in a responsible manner.

Category V: Irrigated Slopes Landscaped with Trees, Shrubs, and Groundcover. Approximately 422,581 sq. ft.

Irrigation	As necessary to promote healthy plant material.
Irrigation Inspection	Once a week, all systems (including drip) are to be thoroughly inspected to ensure complete electronic operation and proper distribution of water. An irrigation checklist shall be completed as each system is inspected. The checklists will be provided and must be submitted weekly to the Contract Administrator.
Maintenance and Repair of Irrigation Systems	As needed, to ensure proper operation of irrigation systems.
Litter Removal	Two (2) times a week, Monday and Friday (before 9:00 a.m.) to keep all areas litter free.

Weed Removal	Once a month, to maintain areas in a weed free condition. All weeding to be completed by last working day of the month.
Edging	Once a month, edge curbs, sidewalks, and all fixtures (e.g. valve boxes, quick couplers, gate valves, walls, lights, etc.). All edging must be perpendicular to the hard surface and not removed from it. An 18" clearance will be maintained between walls and edge of groundcover at the top of all slopes. Chemical edging is unacceptable.
Pruning - Trees	Two (2) times a year, in February and July, to shape, train, and prevent encroachment into public thoroughfare/sidewalk or into other plant material, and to ensure clear visibility of all street signs and traffic signals. All sucker growth is to be removed as it appears. Prune to correct hazards and to remove all dead, diseased, or damaged limbs, as well as those limbs crossing or competing.
Pruning – Shrubs and Groundcover	Every other month, to shape, train, and prevent encroachment into public thoroughfare/sidewalk or into other plant material and to ensure clear visibility of all street signs and traffic signals. All sucker growth is to be removed as it appears. Prune to correct hazards and to remove all dead, diseased, or damaged limbs and to prevent blockage of irrigation system components and patterns. All shrubs are to be maintained at a height no greater than 24" above the curb.
Fertilization – Shrubs and Groundcover	Four (4) times a year, in March, May, July and September, to promote healthy plant growth.
Pest Control	Prompt remedial action as necessary to maintain plant material in optimum condition.
Fungicide or other Special Treatment	Prompt remedial action as necessary to maintain plant material in optimum condition.
Plant Replacement	As deemed necessary by Contract Administrator to replace plant material damaged or killed due to Contractor's negligence.

Soil Treatment	Two (2) times a year, in March and September, apply Soil Buster, iron chelete.
Category VI: Rights-of-Way Landscaped with Trees, Shrubs, Groundcover, and Mulch. Approximately 184,091 sq. ft.	
Irrigation	As necessary to promote healthy plant material.
Irrigation Inspection	Once a week, all systems (including drip) are to be thoroughly inspected to ensure complete electronic operation and proper distribution of water. An irrigation checklist shall be completed as each system is inspected. The checklists will be provided and must be submitted weekly to the Contract Administrator.
Maintenance and Repair of Irrigation Systems	As needed, to ensure proper operation of irrigation systems. The drip irrigation located between the guardrail and sidewalk in various locations will be maintained at the Contractor's expense including all replacement parts.
Litter Removal	Two (2) times a week, Monday and Friday (before 9:00 a.m.) to keep all areas litter free.
Weed Removal	Once a month, to maintain areas in a weed free condition. All weeding to be completed by last working day of the month.
Pruning - Trees	Two (2) times a year, in February and July, 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 and branches hanging into the street and sidewalk is to be removed as it appears (as specified in Section V, item 3). Prune to correct hazards and to remove all dead, diseased, or damaged limbs, as well as those limbs crossing or competing.

Pruning – Shrubs and Groundcover	Once a month, April 1 – November 30, to shape, train, and prevent encroachment into public thoroughfare/sidewalk or into other plant material and to ensure clear visibility of all street signs and traffic signals. All sucker growth is to be removed as it appears. Prune to correct hazards and to remove all dead, diseased, or damaged limbs and to prevent blockage of irrigation system components and patterns. All shrubs are to be maintained at a height no greater than 24" above the curb and groundcover at 12" above the curb.
Fertilization – Shrubs and Groundcover	Four (4) times a year, in March, May, July, and September, to promote healthy plant growth.
Pest Control	Prompt remedial action as necessary to maintain plant material in optimum condition.
Fungicide or other Special Treatment	Prompt remedial action as necessary to maintain plant material in optimum condition.
Plant Replacement	As deemed necessary by Contract Administrator to replace plant material damaged or killed due to Contractor's negligence.
Soil Treatment	Two (2) times a year, in March and September, apply Soil Buster, iron chelete.
Raising Pepper Trees	Every other month, trim trees shall be kept raised to 8' from the sidewalk and 11' from the street to prevent hazard to pedestrians and traffic on Dennery Road Rights-of-Way.
Category VII: Gutters. Approximately 64,775 lin. ft.	
Litter Removal	Two (2) times a week, Monday & Friday (before 9:00 a.m.), to keep all areas litter free.
Weed Removal	Once a month, to maintain areas in a weed free condition. All weeding to be completed by last working day of the month.
Sweeping – Gutters	Once every other week, to keep gutters free of dirt, sand, leaves, and other debris. Blowers may be used, if operated in a responsible manner.

Category VIII:	Brow Ditches. Approximately 1,304 lin. ft.
Litter Removal	Once a month, to keep all areas litter free.
Weed Removal	Once a month, to maintain areas in a weed free condition. All weeding to be completed by last working day of the month.
Pruning – Shrubs and Groundcover	Once a month, to shape, train, and prevent encroachment into public thoroughfare/sidewalk or into other plant material and to ensure clear visibility of all street signs and traffic signals. All sucker growth is to be removed as it appears. Prune to correct hazards and to remove all dead, diseased, or damaged limbs as well as those limbs crossing or competing and to prevent blockage of irrigation system components and patterns.
Cleaning – Brow Ditches	Two (2) times a year, September and March, to keep brow ditches free of soil and sand, and to ensure proper function and drainage.

VII. SPECIFICATIONS UNIQUE TO THIS CONTRACT

1. The Otay Water District supplies water for this site. Contractor shall comply with water allotments established by the District.
2. There are several areas on the slopes that contain heavy deposits of clay. Irrigation in those areas must be monitored to prevent plant loss from over irrigation. The Contractor shall use Soil Buster and iron chelate in accordance with manufacturer's specifications, two (2) times a year to help the water penetration.
3. The Rights-of-Way on Denney Road are planted with Schinus Molle, California Pepper. These trees have a natural weeping pattern which will hinder vehicles and pedestrian traffic if they are not kept raised to 8' from sidewalk and 11' from the street. These trees will require additional pruning to eliminate this hazard.

Addendum B
Bid No. 10023248-12-W
Questions and Answers

Please note these questions and answers are for informational purposes only and is not part of any resulting contract.

Question 1: Current contractor

Answer 1: Currently the area is being serviced by Acacia Landscape

Question 2: Current contract amount

Answer 2: This is a combined area. We will provide the last price agreement available. They may not be a good reflection on the new contract as new area has been added and three contracts have been combined into one.

Question 3: Current contract specifications

Answer 3: This is a combined area. We will provide current contract specification but they may not be a good reflection on the new contract as new area has been added and three contracts have been combined into one.

Question 4: If fertilizers are to be provided by contractor is there historical data on quantities to aid in accurately bidding materials? Can these quantities be provided?

Answer 4: This should already be in the document. The contractor is responsible for providing fertilizers.

Question 5: Can we please get all the pricing agreements that encompass the above mentioned project. Thank you.

Answer 5: This is a combined area. We will provide the price agreement available but they may not be a good reflection on the new contract as new area has been added and three contracts have been combined into one.

*** End of Questions and Answers ***



City of San Diego PURCHASING
CONTRACT
Bid No: 10023248-12w

Cont. No. **4600001298**

Ship To: Center ID: PNC1 PURCHASING & CONTRACTING PURCHASING & CONTRACTING-DELIVERY MS56P 1200 3RD AVE STE 200 SAN DIEGO CA 92101-4195	Bill To: PURCHASING & CONTRACTING PURCHASING & CONTRACTING-INVOICE MS56P 1200 3RD AVE STE 200 SAN DIEGO CA 92101-4195	Date: 06/06/2012 Last Option End Date: 08/31/2017 Validity End Date: 08/31/2017
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Vendor: Brewer Lawn Maintenance Inc 1829 Royston Dr San Diego CA 92154-2856 Vendor ID: 0010005790 Phone: 619-429-5065 Fax: 619-429-5065	Terms: Within 20 days 5 % cash discount Delivery Terms: FOB FREE ON BOARD Buyer: WILLIAM BRODERICK Phone: Fax: E-Mail: wbroderick@sandiego.gov
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Line #	Item ID/Description	Quantity/UM	Unit Price	Extended Price
	This Document is for Contractual Information Only and is NOT a Purchase Order. Purchase Orders Will be Issued as Needed See Purchase Orders for the delivery and billing address...			
1	Blanket PO's For tracking dollars only. For all three areas Ocean View Hills, Robinhood Ridge and Remington Hills	1 EA	\$ 1.00	\$ 1.00
2	Category II, Approx. 71,490 sq.ft. This is the first category for Ocean View Hills	12 M	\$ 2,728.16	\$ 32,737.92
3	Category III, Approx. 46,191 sq.ft.	12 M	\$ 566.33	\$ 6,795.96
4	Category IV, Approx. 157,361 sq. ft.	12 M	\$ 746.66	\$ 8,959.92

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City of San Diego PURCHASING
 CONTRACT
 Bid No: 10023248-12w

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Line #	Item ID/Description	Quantity/UM	Unit Price	Extended Price
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5	Category V, Approx. 422,581 sq. ft.	12 M	\$ 5,462.33	\$ 65,547.96
6	Category VI, Approx. 184,091 sq. ft.	12 M	\$ 3,142.00	\$ 37,704.00
7	Category VII, Approx. 64,775 sq. ft.	12 M	\$ 1,514.66	\$ 18,175.92
8	Category VIII, Approx. 1,304 Lin ft.	12 M	\$ 1,015.00	\$ 12,180.00
9	Category IX, Approx. 340.01 Acres	12 M	\$ 470.16	\$ 5,641.92

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10	Extraordinary Labor This is the last line for Ocean View Hills	2,000 H	\$ 18.40	\$ 36,800.00
11	Category IV, Approx. 11,082 Lin ft. This is the first line/category for Robinhood Ridge area.	12 M	\$ 300.33	\$ 3,603.96
12	Category V, Approx. 46,416 sq. ft.	12 M	\$ 1,770.33	\$ 21,243.96
13	Category VI, Approx. 110,810 sq ft.	12 M	\$ 2,179.33	\$ 26,151.96
14				

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**City of San Diego PURCHASING
CONTRACT
Bid No: 10023248-12w**

Cont. No. 460001298

Ship To: Center ID: PNC1 PURCHASING & CONTRACTING PURCHASING & CONTRACTING-DELIVERY MS56P 1200 3RD AVE STE 200 SAN DIEGO CA 92101-4195	Bill To: PURCHASING & CONTRACTING PURCHASING & CONTRACTING-INVOICE MS56P 1200 3RD AVE STE 200 SAN DIEGO CA 92101-4195	Page 4 of 7 Date: 06/06/2012 Last Option End Date: 08/31/2017 Validity End Date: 08/31/2013
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Vendor: Brewer Lawn Maintenance Inc 1829 Royston Dr San Diego CA 92154-2856 Vendor ID: 0010005790 Phone: 619-429-5065 Fax: 619-429-5065	Terms: Within 20 days 5 % cash discount Delivery Terms: FOB FREE ON BOARD Buyer: WILLIAM BRODERICK Phone: Fax: E-Mail: wbroderick@sandiego.gov
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Line #	Item ID/Description	Quantity/UM	Unit Price	Extended Price
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	Category VII, Approx. 11,082 Lin ft.	12 M	\$ 406.66	\$ 4,879.92
15	Category IX, Approx 92.12 Acres	12 M	\$ 75.83	\$ 909.96
16	Extraordinary Labor This is the last line for Robinhood Ridge area.	1,000 H	\$ 18.40	\$ 18,400.00
17	Category IV, Approx. 11125 Lin. ft. This is the first line category for Remington Hills area.	12 M	\$ 263.33	\$ 3,159.96
18				

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City of San Diego PURCHASING
 CONTRACT
 Bid No: 10023248-12w

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	Category VI, 13,350 sq. ft.	12 M	\$ 463.00	\$ 5,556.00
19	Category VII, Approx. 11,125 Lin ft.	12 M	\$ 89.00	\$ 1,068.00
20	Category IX, Approx. 47.02 Acres	12 M	\$ 132.83	\$ 1,593.96
21	Extraordinary Labor This is the last line for Remington Hills area.	500 H	\$ 18.40	\$ 9,200.00

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City of San Diego PURCHASING
CONTRACT
Bid No: 10023248-12w

Cont. No. **460001298**

Ship To: Center ID: PNC1 PURCHASING & CONTRACTING PURCHASING & CONTRACTING-DELIVERY MS56P 1200 3RD AVE STE 200 SAN DIEGO CA 92101-4195	Bill To: PURCHASING & CONTRACTING PURCHASING & CONTRACTING-INVOICE MS56P 1200 3RD AVE STE 200 SAN DIEGO CA 92101-4195	Date: 06/06/2012 Last Option End Date: 08/31/2017 Validity End Date: 08/31/2013
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Vendor: Brewer Lawn Maintenance Inc 1829 Royston Dr San Diego CA 92154-2856 Vendor ID: 0010005790 Phone: 619-429-5065 Fax: 619-429-5065	Terms: Within 20 days 5 % cash discount Delivery Terms: FOB FREE ON BOARD Buyer: WILLIAM BRODERICK Phone: Fax: E-Mail: wbroderick@sandiego.gov
---	---

Line #	Item ID/Description	Quantity/UM	Unit Price	Extended Price
	Notes: Landscape Maintenance for Ocean View Hills, Robinhood Ridge and Remington Hills MAD AWARD OF CONTRACT TO FURNISH THE CITY OF SAN DIEGO WITH LANDSCAPE MAINTENANCE for Ocean View Hills, Robinhood Ridge and Remington Hills MAD FOR INITIAL AWARD PERIOD OF ONE (1)YEAR PERIOD BEGINNING SEPTEMBER 1,2012 THROUGH AUGUST 31,2013 NOTE: CONTRACT WILL AUTOMATICALLY BE INCREASED BY LWO ON JULY 1, OF EVERY YEAR. OPTION TO RENEW CONTRACT FOR THREE (3) ADDITIONAL ONE (1) YEAR PERIODS: - 09/01/2013 THROUGH 08/30/2014; LWO INCREASE DUE 07/01/2013 - 09/01/2014 THROUGH 08/30/2015; LWO INCREASE DUE 07/01/2014 - 09/01/2015 THROUGH 08/30/2016; LWO INCREASE DUE 07/01/2015 - 09/01/2016 THROUGH 08/30/2017; LWO INCREASE DUE 07/01/2016 UPDATE INSURANCE AS REQUIRED PUBLIC AGENCY: YES, STD. CLAUSE BUYER: WILLIAM BRODERICK, CPPB, PH 619.236.6653 E-MAIL: wBRODERICK@SANDIEGO.GOV			

<p>Have questions about doing business with the City of San Diego? Visit our Purchasing web site at www.sandiego.gov/purchasing</p> <p>For specific information regarding contract opportunities with the City of San Diego, please visit our Bid & Contract Opportunities web site at www.sandiego.gov/bids-contracts.</p>	<p>SEE LAST PAGE FOR TOTAL</p>
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City of San Diego PURCHASING
CONTRACT
Bid No: 10023248-12w

Cont. No. **4600001298**

Ship To: Center ID: PNC1 PURCHASING & CONTRACTING PURCHASING & CONTRACTING-DELIVERY MS56P 1200 3RD AVE STE 200 SAN DIEGO CA 92101-4195	Bill To: PURCHASING & CONTRACTING PURCHASING & CONTRACTING-INVOICE MS56P 1200 3RD AVE STE 200 SAN DIEGO CA 92101-4195	Date: 06/06/2012 Last Option End Date: 08/31/2017 Validity End Date: 08/31/2013
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Vendor: Brewer Lawn Maintenance Inc 1829 Royston Dr San Diego CA 92154-2856 Vendor ID: 0010005790 Phone: 619-429-5065 Fax: 619-429-5065	Terms: Within 20 days 5 % cash discount Delivery Terms: FOB FREE ON BOARD Buyer: WILLIAM BRODERICK Phone: Fax: E-Mail: wbroderick@sandiego.gov
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VENDOR CONTACT: MR. RON BREWER, CEO, 619.429.5065 FAX 619.872.2108 E-MAIL: BREWERLAWN@COX.NET	
NOTE: THIS IS FOR CONTRACTUAL INFORMATION ONLY, THIS IS NOT A PURCHASE ORDER. PURCHASE ORDERS WILL BE ISSUED AS REQUIRED. DISTRIBUTION: FILE, VENDOR, BUYER, ROBERT (BOB) SMITH AND DAVID TRAN AND NORA NUGENT (LWO)	

<p>Have questions about doing business with the City of San Diego? Visit our Purchasing web site at www.sandiego.gov/purchasing</p> <p>For specific information regarding contract opportunities with the City of San Diego, please visit our Bid & Contract Opportunities web site at www.sandiego.gov/blds-contracts.</p>	<table border="0"> <tr> <td>Line Item Total \$</td> <td>320,312.28</td> </tr> <tr> <td>Tax</td> <td></td> </tr> <tr> <td>Freight</td> <td>0.00</td> </tr> <tr> <td>Contract Total \$</td> <td>320,312.28</td> </tr> </table>	Line Item Total \$	320,312.28	Tax		Freight	0.00	Contract Total \$	320,312.28
Line Item Total \$	320,312.28								
Tax									
Freight	0.00								
Contract Total \$	320,312.28								

Park and Recreation Department – Open Space Division
Request for the Labor Relations Office Approval for Purchase Requisition

Maintenance Assessment District Name: Ocean View Hills
 Vendor Name: Brewers Lawn Maintenance
 Purchase Requisition #: 10031414
 Contract Manager (GMM): Richard Trisby
 Date of Request: 8/17/12

<u>Question</u>	<u>Response</u>
What is the contract for?	Provides complete landscape maintenance of the right-of-ways, medians and slopes within the Ocean View Hills Maintenance Assessment District. Maintenance activities include, but are not limited to, the following: litter control; fertilizing; irrigation and maintenance of irrigation components; weed control; pest control; pruning; planting; tree maintenance; gutter, sidewalk and hardtop cleaning; maintenance necessary for the health and appearance of the plant material; cleaning of brow ditches and activities necessary to address safety concerns.
What is the dollar amount requested?	\$193,253.00
Are City employees currently performing any of the work?	No, currently all direct services provided by Maintenance Assessment Districts are through contract with for-profit and non-profit contractors.
Will any City employees be displaced as a result of this bid?	No, City employees currently provide MAD services. Any normal services provided by existing City employees in the affected rights of way would continue to be rendered.
If this is a renewal of an existing contract, how long have these services been contracted out?	This is a contract for the Ocean View Hills MAD that will end 6-30-2017. The Ocean View Hills MAD has been in existence since 1999.

NOTE: If a public works construction contract and over \$100k, see City Charter Section 94.



APPROVED

8/27/12

Richard Khouri (Khouri)

Park and Recreation Department – Open Space Division
Request for the Labor Relations Office Approval for Purchase Requisition

Maintenance Assessment District Name: Remington Hills MADS
 Vendor Name: Brewer Lawn Maintenance
 Purchase Requisition #: 10031413
 Contract Manager (GMM): Richard Trisby
 Date of Request: August 18, 2012

Question	Response
What is the contract for?	Provides complete landscape maintenance of the right-of-ways, medians and slopes within the Remington Hills Maintenance Assessment District. Maintenance activities include, but are not limited to, the following: litter control; fertilizing; irrigation and maintenance of irrigation components; weed control; pest control; pruning; planting; tree maintenance; gutter, sidewalk and hardtop cleaning; maintenance necessary for the health and appearance of the plant material; cleaning of brow ditches and activities necessary to address safety concerns.
What is the dollar amount requested?	\$18,681.60
Are City employees currently performing any of the work?	No, currently all direct services provided by Maintenance Assessment Districts are through contract with for-profit and non-profit contractors.
Will any City employees be displaced as a result of this bid?	No, City employees currently provide MAD services. Any normal services provided by existing City employees in the affected rights of way would continue to be rendered.
If this is a renewal of an existing contract, how long have these services been contracted out?	This is a contract for the Remington Hills MAD that will end 6-31-2017. The Remington MAD has been in existence since 1999.

NOTE: If a public works construction contract and over \$100k, see City Charter Section 94.



APPROVED

8/27/12

Ben Khouri (Khouri)

**Park and Recreation Department – Open Space Division
Request for the Labor Relations Office Approval for Purchase Requisition**

Maintenance Assessment District Name: Robin Hood Ridge MADS
 Vendor Name: Brewer Lawn Maintenance
 Purchase Requisition #: 10031412
 Contract Manager (GMM): Richard Trisby
 Date of Request: August 18, 2012

<u>Question</u>	<u>Response</u>
What is the contract for?	Provides complete landscape maintenance of the right-of-ways, medians and slopes within the Robin Hood Ridge Maintenance Assessment District. Maintenance activities include, but are not limited to, the following: litter control; fertilizing; irrigation and maintenance of irrigation components; weed control; pest control; pruning; planting; tree maintenance; gutter, sidewalk and hardtop cleaning; maintenance necessary for the health and appearance of the plant material; cleaning of brow ditches and activities necessary to address safety concerns.
What is the dollar amount requested?	\$65,724.80
Are City employees currently performing any of the work?	No, currently all direct services provided by Maintenance Assessment Districts are through contract with for-profit and non-profit contractors.
Will any City employees be displaced as a result of this bid?	No, City employees currently provide MAD services. Any normal services provided by existing City employees in the affected rights of way would continue to be rendered.
If this is a renewal of an existing contract, how long have these services been contracted out?	This is a contract for the Robin Hood Ridge MAD that will end 6-31-2017. The Remington MAD has been in existence since 1999.

NOTE: If a public works construction contract and over \$100k, see City Charter Section 94.

 (Khouri)
 8/27/12 **APPROVED**

The City of San Diego
COMPTROLLER'S CERTIFICATE

CERTIFICATE OF UNALLOTTED BALANCE

ORIGINATING

CC 300005867
 DEPT. NO. 1714

I HEREBY CERTIFY that the money required for the allotment of funds for the purpose set forth in the foregoing resolution is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unallotted.

Amount: _____ Fund: _____

Purpose: _____

Date: _____ By: _____

COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Fund	Funded Program	Internal Order	Funcional Area	G/L Account	Business Area	Cost Center	WBS	Original Amount
001									
002									
003									
004									
TOTAL AMOUNT									

FUND OVERRIDE

CERTIFICATION OF UNENCUMBERED BALANCE

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of the Charter of the City of San Diego, that sufficient moneys have been appropriated for the purpose of said contract, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said money now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to Exceed: \$3,223.26

Vendor: Brewer Lawn Care, Inc.

Purpose: To authorize expenditure for a phase-funded contract with Brewer Lawn Care, Inc. for landscape maintenance services within the Ocean View Hills Maintenance Assessment District.

Date: February 1, 2013

By: Gina Springer
 COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Fund	Funded Program	Internal Order	Funcional Area	G/L Account	Business Area	Cost Center	WBS	Original Amount
1	200096	NON-PROGRAM		OTHR-00000000-CL	512134	1714	1714151643		\$3,223.26
TOTAL AMOUNT									\$3,223.26

FUND OVERRIDE

CC 300005867

The City of San Diego
COMPTROLLER'S CERTIFICATE

CERTIFICATE OF UNALLOTTED BALANCE

ORIGINATING

CC 3000005868

DEPT. NO. 1714

I HEREBY CERTIFY that the money required for the allotment of funds for the purpose set forth in the foregoing resolution is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unallotted.

Amount: _____ Fund: _____

Purpose: _____

Date: _____ By: _____

COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Fund	Funded Program	Internal Order	Funcional Area	G/L Account	Business Area	Cost Center	WBS	Original Amount
001									
002									
003									
004									
TOTAL AMOUNT									

FUND OVERRIDE

CERTIFICATION OF UNENCUMBERED BALANCE

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of the Charter of the City of San Diego, that sufficient moneys have been appropriated for the purpose of said contract, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said money now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to Exceed: \$66.45

Vendor: Brewer Lawn Care, Inc.

Purpose: To authorize expenditure for a phase-funded contract with Brewer Lawn Care, Inc. for landscape maintenance services within the Robinhood Ridge Maintenance Assessment District.

Date: February 1, 2013

By: Gina Springer

 COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Fund	Funded Program	Internal Order	Funcional Area	G/L Account	Business Area	Cost Center	WBS	Original Amount
1	200097	NON-PROGRAM		OTHR-00000000-CL	512134	1714	1714151644		\$66.45
TOTAL AMOUNT									\$66.45

FUND OVERRIDE

CC 3000005868

Attachment AA

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. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed Work Force Report (WFR).

NO OTHER FORMS WILL BE ACCEPTED

Section 1.01 CONTRACTOR IDENTIFICATION

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

Name of Company: Brewers Lawn Maint. Inc

ADA/DBA: Brewer Lawn & Landscape

Address (Corporate Headquarters, where applicable): 1829 Royston Dr

City: San Diego County: San Diego State: CA Zip: 92154

Telephone Number: (619) 429-5065 Fax Number: (619) 429-5065

Name of Company CEO: Ron Brewer

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: Service Landscape Maint Type of License: C-27

The Company has appointed: Pamela Brewer

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: 1829 Royston Dr San Diego CA 92154

Telephone Number: (619) 429-5065 Fax Number: (619) 429-5065

- [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 Brewers Lawn Maint, Inc (Firm Name)

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

herein is true and correct. This document was executed on this 15 day of March, 2012

Ron Brewer (Authorized Signature)

Ron Brewer (Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: _____ DATE: _____

OFFICE(S) or BRANCH(ES): _____ COUNTY: _____

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												1	1		
Professional															
A&E, Science, Computer															
Technical															
Sales															
Administrative Support															
Services															
Crafts															
Operative Workers															
Transportation															
Laborers*			24												

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

Totals Each Column	0	0	24	0	0	0	0	0	0	0	1	1	0	0
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Grand Total All Employees 26

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

Disabled	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
----------	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Non-Profit Organizations Only:

Board of Directors															
Volunteers															
Artists															

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
Phone (619) 533-3948 Fax (619) 533-3220

COMPANY INFORMATION

Company Name: Brewer Lawn Maint. Inc Contact Name: Ron Brewer
Company Address: _____ Contact Phone: 619 779-5065
Contact Email: brewerlawn@cox.net

CONTRACT INFORMATION

Contract Title: Storecrest MAD Start Date: open
Contract Number (if no number, state location): 10022719-12-W End Date: open

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.

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.

Ron Brewer CEO
Name/Title of Signatory

[Signature]
Signature

3-15-12
Date

FOR OFFICIAL CITY USE ONLY

Receipt Date: _____ EBO Analyst: _____ Approved Not Approved - Reason: _____

DOCKET SUPPORTING INFORMATION
CITY OF SAN DIEGO

DATE:

EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION

February 6, 2013

SUBJECT: Landscape Contract with Brewer Lawn Care, Inc. for Ocean View Hills, Remington Hills, and Robinhood Ridge Maintenance Assessment Districts (Bid Number 10023248-12-W) (1472)

GENERAL CONTRACTOR INFORMATION

Recommended Contractor: Brewer Lawn Care, Inc. (ELBE/Cauc/M)

Action Amount: \$ 1,873,911.00 (not-to-exceed) (1 year with four 1-year extension options)

Funding Source: City

Goals: 2% Discount/ 20% Voluntary (SLBE, ELBE)

SUBCONTRACTOR PARTICIPATION

There is no subcontractor activity associated with this action.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Equal Opportunity: Required

Brewer Lawn Care, Inc., submitted a Work Force Report for their San Diego employees dated, March 15, 2012 indicating 2 employees in their Administrative Work Force and 24 employees in their Trade WorkForce.

The firm has fewer than 15 employees in their Administrative Work Force and; therefore, are exempt from the employment category goals. The firm has no under-representations in their Trade Work Force.

This agreement is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2702) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517)

ADDITIONAL COMMENTS

Goods & Services contracts are to be awarded and monitored by Purchasing & Contracting in accordance with Council Policy 100-10 dated 1/22/10.

RL