

<b>REQUEST FOR COUNCIL ACTION</b> 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: 12/26/2012
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SUBJECT: Landscape Contract with Contemporary Design Landscape for Stonecrest Maintenance Assessment District (Bid Number 10022719-12-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	200067				
DEPT / FUNCTIONAL AREA	OTHR-00000000-CL				
ORG / COST CENTER	1714151628				
OBJECT / GENERAL LEDGER ACCT	512134				
JOB / WBS OR INTERNAL ORDER					
C.I.P./CAPITAL PROJECT No.					
AMOUNT	\$286,114.33	0.00	0.00	0.00	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):**

Fiscal Year	Amount
FY 2013	\$286,114.33
FY 2014	\$327,730.96
FY 2015	\$344,117.51
FY 2016	\$361,323.38
FY 2017	\$379,389.55
FY 2018	\$33,196.59
<b>TOTAL</b>	<b>\$1,731,872.31</b>

\* PO#4500034480 in the amount of \$277,213.70 has already been issued in FY13. CC to encumber remaining funds in the amount of \$8,900.63 for FY13.

**ROUTING AND APPROVALS**

CONTRIBUTORS/REVIEWERS:	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
Environmental	ORIG DEPT.	LoMedico, Stacey	1/3/2013

Analysis				
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 Contemporary Design Landscape for landscape maintenance services within the Stonecrest Maintenance Assessment District, 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 Contemporary Design Landscape, 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; and</p> <p>3. Authorizing the Chief Financial Officer to expend an amount not to exceed \$1,731,872 over five years (\$286,114 in Fiscal Year 2013; \$327,731 in Fiscal Year 2014; \$344,117 in Fiscal Year 2015; \$361,323 in Fiscal Year 2016; \$379,390 in Fiscal Year 2017; and \$33,197 in Fiscal Year 2018) from Fund No. 200067, Stonecrest Maintenance Assessment District 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):	7			
COMMUNITY AREA(S):	Stonecrest			
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: 12/26/2012

ORIGINATING DEPARTMENT: Park and Recreation

SUBJECT: Landscape Contract with Contemporary Design Landscape for Stonecrest Maintenance Assessment District (Bid Number 10022719-12-W)

COUNCIL DISTRICT(S): 7

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

**DESCRIPTIVE SUMMARY OF ITEM:**

This action would authorize a landscape maintenance contract with Contemporary Design Landscape for the purpose of providing landscape maintenance services to the Stonecrest Maintenance Assessment District (MAD) in an amount not to exceed \$1,731,872 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 Stonecrest MAD include care and cleaning of street medians, parkway landscaping, sidewalk, curb and gutter, landscaped slopes, greenbelts, and open space easement 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. Twelve (12) bidders responded to a request for bids on February 13, 2012 (Bid Number 10022719-12-W). Following a competitive selection and procurement process, the City selected Contemporary Design Landscape as the lowest responsible bidder. Contemporary Design Landscape began services in Stonecrest MAD on August 1, 2012.

The contract with Contemporary Design Landscape 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 Contemporary Design Landscape 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 \$1,731,872. Funding in the amount of \$286,114 is available from the Stonecrest Maintenance Assessment District (Fund No. 200067) in Fiscal Year 2013 for the first phase. Additional funds for future phases will be available in future years from the Stonecrest MAD 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 district 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):**

Stonecrest Maintenance Assessment District was established on March 4, 1997, per Resolution R-288402. The City Council last authorized approval of updated assessment engineer's reports and annual levy of assessments for this 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 Stonecrest Landscape Maintenance on February 13, 2012, and advertised in the San Diego Daily Transcript and on the City's website (DemandStar). City staff met with the Stonecrest MAD Citizen Advisory Committee to discuss the annual budget and landscape contractor bid process at its noticed meeting of December 6, 2011.

**KEY STAKEHOLDERS AND PROJECTED IMPACTS:**

The key stakeholders in this process are the property owners that are assessed as part of the Maintenance Assessment Districts program. The Stonecrest MAD Advisory Committee serves as the citizens advisory committee for the Stonecrest Maintenance Assessment District in accordance with San Diego Municipal Code §65.0209 and §65.0210. The services identified in the Contemporary Design Landscape contract are necessary in order to meet legal requirements and to provide Maintenance Assessment District services.

LoMedico, Stacey  
Originating Department

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Deputy Chief/Chief Operating Officer



THE CITY OF SAN DIEGO

## REPORT TO THE CITY COUNCIL

DATE ISSUED: December 26, 2012

REPORT NO.: 13-005

ATTENTION: Honorable Council President and City Council

SUBJECT: Landscape Maintenance Contract with Contemporary Design Landscape for the Stonecrest Maintenance Assessment District

COUNCIL DISTRICT: 7

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

### REQUESTED ACTIONS:

This action would authorize a landscape maintenance contract with Contemporary Design Landscape for the purpose of providing landscape maintenance services to the Stonecrest Maintenance Assessment District (MAD) in an amount not to exceed \$1,731,872 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 Contemporary Design Landscape for landscape maintenance services related to maintenance activities in the Stonecrest MAD in an amount not to exceed \$1,731,872.

### 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 XIIIID 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 Stonecrest Village Maintenance Assessment District was established on March 4, 1997 (per Resolution R-288402) to maintain landscaped medians, parkways, greenbelts, slopes, ornate street lights, decorative sign posts, and pavers within a residential subdivision located along West Canyon Avenue, Daley Center Drive, and Stonecrest Boulevard. The district also maintains a paved asphalt trail that runs behind the residential area, connecting trails, and the easement open space areas within the subdivision. Located in the Kearny Mesa Community Planning Area, the Stonecrest MAD accepted most improvements for long-term maintenance in 2003. Assessments for the district have been approved annually since that time. The most recent annual levy and Fiscal Year 2013 Assessment Engineer's Report for the Stonecrest MAD were approved by the City Council on August 10, 2012, per Resolution R-307663. The Assessment Engineer's Report 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 Stonecrest 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 five workers daily, Monday through Friday or approximately 10,412 labor hours annually for routine work. 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 compliance with the Living Wage Ordinance in accordance with Municipal Code §22.4201 *et seq.*

### **Bid Process**

The City issued a Request for Bids for the Stonecrest MAD Landscape Maintenance (Bid Number 10022719-12-W). The bid was published in the *San Diego Daily Transcript* on February 16, 2012, and posted on the City's website (DemandStar) on February 13, 2012. Staff conducted a pre-bid conference on February 27, 2012. Approximately 88 vendors viewed the bids on DemandStar, and Purchasing & Contracting Department received 12 bids by the deadline of March 15, 2012. One addendum was issued during the bidding process to clarify questions associated with the location of work/maps and to document questions/answers raised during the pre-bid conference.

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 Contemporary Design Landscape as the lowest responsible bidder. An intent-to-award letter was issued on April 19, 2012, and Contemporary Design Landscape began services on August 1, 2012. Copies of the contract and outline agreement are provided in Attachment 2.

Based on the scope of regular services and extraordinary labor requests, Contemporary Design Landscape bid \$297,262 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. No discount terms were included in the bid.

### **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 \$1,731,872 contract would exceed \$1 million during the third option year, which begins on August 1, 2015, and occurs during Fiscal Year 2016. As such, Council approval is requested to award the third 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 \$1,731,872 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:

<b>Fiscal Year</b>	<b>Amount</b>
FY 2013	\$286,114.33
FY 2014	\$327,730.96
FY 2015	\$344,117.51
FY 2016	\$361,323.38
FY 2017	\$379,389.55
FY 2018	\$33,196.59
<b>TOTAL</b>	<b>\$1,731,872.31</b>

Funding in the amount of \$286,114 is available from the Stonecrest MAD (Fund No. 200067) 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 Stonecrest Village Maintenance Assessment District was established on March 4, 1997, per Resolution R-288402. 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.

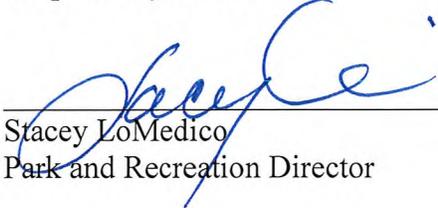
COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

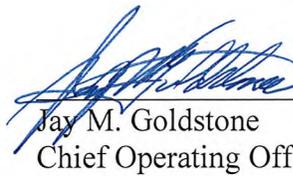
The City's Purchasing & Contracting Department issued a Request for Bids for Stonecrest MAD Landscape Maintenance on February 13, 2012, and advertised in the *San Diego Daily Transcript* and on the City's website (DemandStar). The citizen advisory committee was made aware of the need to bid the contract at its annual budget meeting on December 6, 2011, in accordance with Municipal Code §65.0209 and 65.0210 to discuss contract levels of service.

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 Contemporary Design Landscape 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,

  
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Stacey LoMedico  
Park and Recreation Director

  
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Jay M. Goldstone  
Chief Operating Officer

Attachments:

1. Cost Estimates for Contemporary Design Landscape – Stonecrest Maintenance Assessment District
2. Copy of Contemporary Design Landscape Contract and Outline Pricing Agreement

**Landscape Contract Cost over Five-Year Term**

**Attachment 1**

**District:** Stonecrest  
**Vendor:** Contemporary Design Landscape  
**Bid Number:** 10022719-12W  
**Contract Number:** 4600001411  
**Initial Date:** 8/1/2012 FY 2013  
**Ending Date:** 7/31/2017 FY 2018

	Stonecrest
Fund	200067
Cost Center	1714151628
G/L Account	512134
Estimated Percentage of Contract	100.00%

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>				<b>\$297,261.64</b>	5%		5%	5%		
FY 2013	Initial 1-Yr Term	8/1/12-6/30/13	11	\$272,489.84	\$0.00	\$272,489.84	\$13,624.49	\$286,114.33	\$286,114.33	\$286,114.33
FY 2014		7/1/13-7/31/13	1	\$24,771.80	\$1,238.59	\$26,010.39	\$1,300.52	\$27,310.91		\$313,425.24
	Option 1	8/1/13-6/30/14	11	\$272,489.84	\$13,624.49	\$286,114.33	\$14,305.72	\$300,420.04	\$327,730.96	\$613,845.29
FY 2015		7/1/14-7/31/14	1	\$26,010.39	\$1,300.52	\$27,310.91	\$1,365.55	\$28,676.46		\$642,521.75
	Option 2	8/1/14-6/30/15	11	\$286,114.33	\$14,305.72	\$300,420.04	\$15,021.00	\$315,441.05	\$344,117.51	\$957,962.79
FY 2016		7/1/15-7/31/15	1	\$27,310.91	\$1,365.55	\$28,676.46	\$1,433.82	\$30,110.28		\$988,073.07
	Option 3	8/1/15-6/30/16	11	\$300,420.04	\$15,021.00	\$315,441.05	\$15,772.05	\$331,213.10	\$361,323.38	\$1,319,286.17
FY 2017		7/1/16-7/31/16	1	\$28,676.46	\$1,433.82	\$30,110.28	\$1,505.51	\$31,615.80		\$1,350,901.97
	Option 4	8/1/16-6/30/17	11	\$315,441.05	\$15,772.05	\$331,213.10	\$16,560.65	\$347,773.75	\$379,389.55	\$1,698,675.72
FY 2018		7/1/17-7/31/17	1	\$30,110.28	\$1,505.51	\$31,615.80	\$1,580.79	\$33,196.59	\$33,196.59	<b>\$1,731,872.31</b>
				<b>\$65,567.26</b>			<b>\$82,470.11</b>	<b>\$1,731,872.31</b>	<b>\$1,731,872.31</b>	

\* 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
FY 2013	\$286,114.33
FY 2014	\$327,730.96
FY 2015	\$344,117.51
FY 2016	\$361,323.38
FY 2017	\$379,389.55
FY 2018	\$33,196.59
<b>TOTAL</b>	<b>\$1,731,872.31</b>

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

## **ATTACHMENT 2**

**Bid Number:** 10022719-12-W

**Bid Title:** Landscape Maintenance for Stonecrest MAD

### **Contents:**

- Vendor Lot Summary (Bid Tabulation/Ranking)
- Outline Agreement
- Contemporary Design Landscape Submitted Bid
- Original Bid Issued
- Addenda to Original Bid

# Vendor Lot Summary

**Bid Number:** 10022719-12-W

**Bid Title:** Landscape for Stonecrest Vilage MAD

Bids Mailed	Bids Received	Alternate Bids	Pre-Bids	No Bids	Bid Closing Date	Bid Closing Time	Buyer	WPO	Bid Tab By
	12				3/15/12	3:00 PM	Bill Broderick, CPPB	Yukiko Kawai	Yukiko Kawai

**General Bid Notes**

ABBREVIATION KEYS:

NN = NOT NOTED  
N/A = NOT APPLICABLE

**Summary**

		<u># of Items Bid</u>	<u>Final Price</u>
1	SHORELINE LANDCARE INC	7 of 7	\$242,417.48
2	BREWER LAWN MAINTENANCE	7 of 7	\$265,960.75
3	AZTEC LANDSCAPING	7 of 7	\$286,292.87
4	CONTEMPORARY DESIGN LANDSCAPE	7 of 7	\$291,315.43
5	WESTERN GARDENS LANDSCAPING, INC	7 of 7	\$291,778.30
6	TREEBEARD LANDSCAPE	7 of 7	\$292,348.98
7	LANDSCAPES USA	7 of 7	\$296,393.27
8	NISSHO OF CA INC	7 of 7	\$319,676.40
9	PONDEROSA LANDSCAPE INC	7 of 7	\$326,594.03
10	TRUGREEN LANDCARE	7 of 7	\$338,388.24
11	TROPICAL CREATIONS INC	7 of 7	\$343,334.76
12	ACACIA LANDSCAPE	7 of 7	\$354,571.63

	# of Items Bid	Subtotal	Tax	(Tax Pct.)	Extra. Labor	Misc. Charges	Freight	Grand Total	Final Price (w/ Disc.)	(Disc. Pct.)
<b>▶▶▶ BREWER LAWN MAINTENANCE</b>										
	7 of 7	\$279,958.68	\$0.00	(0.00)	\$0.00	\$0.00	\$0.00	\$279,958.68	\$265,960.75	(5.00)
<b>Notes:</b>	<i>VENDOR NOTES:</i>									
	<i>NONE</i>									
<b>▶▶▶ SHORELINE LANDCARE INC</b>										
	7 of 7	\$285,197.04	\$0.00	(0.00)	\$0.00	\$0.00	\$0.00	\$285,197.04	\$242,417.48	(15.00)
<b>Notes:</b>	<i>VENDOR NOTES:</i>									
	<i>NONE</i>									

# of Items Bid	Subtotal	Tax	(Tax Pct.)	Extra. Labor	Misc. Charges	Freight	Grand Total	Final Price (w/ Disc.)	(Disc. Pct.)
<b>▶▶▶ TREEBEARD LANDSCAPE (TEMP-TREEBEA)</b>									
7 of 7	\$295,302.00	\$0.00	(0.00)	\$0.00	\$0.00	\$0.00	<b>\$295,302.00</b>	<b>\$292,348.98</b>	(1.00)
Notes:	VENDOR NOTES:								
	_____ NONE								
<b>▶▶▶ CONTEMPORARY DESIGN LANDSCAPE (TEMP-CONTEMP)</b>									
7 of 7	\$297,260.64	\$0.00	(0.00)	\$0.00	\$0.00	\$0.00	<b>\$297,260.64</b>	<b>\$291,315.43</b>	(2.00)
Notes:	VENDOR NOTES:								
	_____ THIS VENDOR IS CERTIFIED SLBE AND RECEIVES ADDITIONAL 2% ON BID PRICE.								
<b>▶▶▶ WESTERN GARDENS LANDSCAPING, INC (TEMP-WESTERN)</b>									
7 of 7	\$297,732.96	\$0.00	(0.00)	\$0.00	\$0.00	\$0.00	<b>\$297,732.96</b>	<b>\$291,778.30</b>	(2.00)
Notes:	VENDOR NOTES:								
	_____ NONE								
<b>▶▶▶ AZTEC LANDSCAPING (TEMP-AZTEC L)</b>									
7 of 7	\$301,360.92	\$0.00	(0.00)	\$0.00	\$0.00	\$0.00	<b>\$301,360.92</b>	<b>\$286,292.87</b>	(5.00)
Notes:	VENDOR NOTES:								
	_____ NONE								
<b>▶▶▶ LANDSCAPES USA (TEMP-LANDSCA)</b>									
7 of 7	\$311,992.92	\$0.00	(0.00)	\$0.00	\$0.00	\$0.00	<b>\$311,992.92</b>	<b>\$296,393.27</b>	(5.00)
Notes:	VENDOR NOTES:								
	_____ NONE								
<b>▶▶▶ NISSHO OF CA INC (TEMP-NISSHO)</b>									
7 of 7	\$319,676.40	\$0.00	(0.00)	\$0.00	\$0.00	\$0.00	<b>\$319,676.40</b>	<b>\$319,676.40</b>	(0.00)
Notes:	VENDOR NOTES:								
	_____ NONE								

# of Items Bid	Subtotal	Tax	(Tax Pct.)	Extra. Labor	Misc. Charges	Freight	Grand Total	Final Price (w/ Disc.)	(Disc. Pct.)
<b>▶▶▶ PONDEROSA LANDSCAPE INC</b>									
	<b>(TEMP-PONDERO)</b>								
7 of 7	\$329,892.96	\$0.00	(0.00)	\$0.00	\$0.00	\$0.00	<b>\$329,892.96</b>	<b>\$326,594.03</b>	(1.00)
Notes:	VENDOR NOTES:								
	_____								
	NONE								
<b>▶▶▶ TROPICAL CREATIONS INC</b>									
	<b>(TEMP-TROPICA)</b>								
7 of 7	\$343,334.76	\$0.00	(0.00)	\$0.00	\$0.00	\$0.00	<b>\$343,334.76</b>	<b>\$343,334.76</b>	(0.00)
Notes:	VENDOR NOTES:								
	_____								
	NONE								
<b>▶▶▶ TRUGREEN LANDCARE</b>									
	<b>(TEMP-TRUGREE)</b>								
7 of 7	\$345,294.12	\$0.00	(0.00)	\$0.00	\$0.00	\$0.00	<b>\$345,294.12</b>	<b>\$338,388.24</b>	(2.00)
Notes:	VENDOR NOTES:								
	_____								
	NONE								
<b>▶▶▶ ACACIA LANDSCAPE</b>									
	<b>(TEMP-ACACIA)</b>								
7 of 7	\$365,537.76	\$0.00	(0.00)	\$0.00	\$0.00	\$0.00	<b>\$365,537.76</b>	<b>\$354,571.63</b>	(3.00)
Notes:	VENDOR NOTES:								
	_____								
	NONE								



**City of San Diego PURCHASING  
CONTRACT  
Bid No: 10022719-12W**

**Cont. No. 4600001411**

<b>Ship To:</b> Center ID: PNC1 PURCHASING & CONTRACTING PURCHASING & CONTRACTING-DELIVERY MS56P 1200 3RD AVE STE 200 SAN DIEGO CA 92101-4195	<b>Bill To:</b> PURCHASING & CONTRACTING PURCHASING & CONTRACTING-INVOICE MS56P 1200 3RD AVE STE 200 SAN DIEGO CA 92101-4195	<b>Date:</b> 08/10/2012 <b>Last Option End Date:</b> 07/31/2017 <b>Validity End Date:</b> 12/31/9999
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<b>Vendor:</b> Contemporary Design Landscape 1413 Via Salerno Escondido CA 92026-2252  <b>Vendor ID:</b> 0010010140 <b>Phone:</b> 760-480-9738 <b>Fax:</b> 760-743-2171	<b>Terms:</b> Within 30 days Due net <b>Delivery Terms:</b> FOB FREE ON BOARD  <b>Buyer:</b> WILLIAM BRODERICK <b>Phone:</b> <b>Fax:</b> <b>E-Mail:</b> 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 Line for Stonecrest MAD	1 EA	\$ 1.00	\$ 1.00
2	Category, II, Approx. 31,489 Sq	12 M	\$ 1,886.80	\$ 22,641.60
3	Category, IV, Approx. 124,894 S	12 M	\$ 2,987.98	\$ 35,855.76
4	Category V, Approx. 80, 111 Sq. Ft.	12 M	\$ 3,017.90	\$ 36,214.80
5	Category VI, Approx 952,909 Sq. Ft.	12 M	\$ 11,690.52	\$ 140,286.24

<p>Have questions about doing business with the City of San Diego? Visit our Purchasing web site at <a href="http://www.sandiego.gov/purchasing">www.sandiego.gov/purchasing</a></p> <p>For specific information regarding contract opportunities with the City of San Diego, please visit our Bid &amp; Contract Opportunities web site at <a href="http://www.sandiego.gov/blds-contracts">www.sandiego.gov/blds-contracts</a>.</p>	<p><b>SEE LAST PAGE FOR TOTAL</b></p>
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**City of San Diego PURCHASING  
CONTRACT  
Bid No: 10022719-12W**

**Cont. No. 4600001411**

<b>Ship To:</b> Center ID: PNC1 PURCHASING & CONTRACTING PURCHASING & CONTRACTING-DELIVERY MS56P 1200 3RD AVE STE 200 SAN DIEGO CA 92101-4195	<b>Bill To:</b> PURCHASING & CONTRACTING PURCHASING & CONTRACTING-INVOICE MS56P 1200 3RD AVE STE 200 SAN DIEGO CA 92101-4195	<b>Date:</b> 08/10/2012 <b>Last Option End Date:</b> 07/31/2017 <b>Validity End Date:</b> 12/31/9999
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<b>Vendor:</b> Contemporary Design Landscape 1413 Via Salerno Escondido CA 92026-2252	<b>Terms:</b> Within 30 days Due net <b>Delivery Terms:</b> FOB FREE ON BOARD
<b>Vendor ID:</b> 0010010140 <b>Phone:</b> 760-480-9738 <b>Fax:</b> 760-743-2171	<b>Buyer:</b> WILLIAM BRODERICK <b>Phone:</b> <b>Fax:</b> <b>E-Mail:</b> 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...				
6	Category XI, Approx. 19592 Sq. Ft.	12 M	\$ 287.97	\$ 3,455.64
7	Category XIII, Approx. 4,105 Sq. Ft.	12 M	\$ 175.55	\$ 2,106.60
8	Extraordinary Labor	3,000 H	\$ 18.90	\$ 56,700.00

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City of San Diego PURCHASING  
**CONTRACT**  
**Bid No: 10022719-12W**

Cont. No. **4600001411**

<b>Ship To:</b> PURCHASING & CONTRACTING PURCHASING & CONTRACTING-DELIVERY MS56P 1200 3RD AVE STE 200 SAN DIEGO CA 92101-4195	<b>Center ID:</b> PNC1	<b>Bill To:</b> PURCHASING & CONTRACTING PURCHASING & CONTRACTING-INVOICE MS56P 1200 3RD AVE STE 200 SAN DIEGO CA 92101-4195	<b>Date:</b> 08/10/2012  <b>Last Option End Date:</b> 07/31/2017  <b>Validity End Date:</b> 12/31/9999
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<b>Vendor:</b> Contemporary Design Landscape 1413 Via Salerno Escondido CA 92026-2252	<b>Terms:</b> Within 30 days Due net  <b>Delivery Terms:</b> FOB FREE ON BOARD
<b>Vendor ID:</b> 0010010140 <b>Phone:</b> 760-480-9738 <b>Fax:</b> 760-743-2171	<b>Buyer:</b> WILLIAM BRODERICK  <b>Phone:</b>  <b>Fax:</b>  <b>E-Mail:</b> wbroderick@sandiego.gov

Line #	Item ID/Description	Quantity/UM	Unit Price	Extended Price
	<p><b>Notes:</b></p> <p>Landscape Maintenance for STONECREST VILLAGE MAINTENANCE ASSESSMENT DISTRICT MAD</p> <p>AWARD OF CONTRACT TO FURNISH THE CITY OF SAN DIEGO WITH LANDSCAPE MAINTENANCE for TORREY HIGHLANDS MAINTENANCE ASSESSMENT DISTRICT MAD FOR INITIAL AWARD PERIOD OF ONE (1)YEAR PERIOD BEGINNING AUGUST 1,2012 THROUGH July 31,2013</p> <p>NOTE: CONTRACT WILL AUTOMATICALLY BE INCREASED BY LWO ON JULY 1, OF EVERY YEAR.</p> <p>OPTION TO RENEW CONTRACT FOR THREE (4) ADDITIONAL ONE (1) YEAR PERIODS:            - 08/01/2013 THROUGH 07/31/2014; LWO INCREASE DUE 07/01/2013            - 08/01/2014 THROUGH 07/31/2015; LWO INCREASE DUE 07/01/2014            - 08/01/2015 THROUGH 07/31/2016; LWO INCREASE DUE 07/01/2015            - 08/01/2016 THROUGH 07/31/2017; LWO INCREASE DUE 07/01/2016</p> <p>UPDATE INSURANCE AS REQUIRED</p> <p>PUBLIC AGENCY: YES, STD. CLAUSE</p> <p>BUYER: WILLIAM BRODERICK, CPPB, PH 619.236.6653            E-MAIL: wBRODERICK@SANDIEGO.GOV</p>			

<p>Have questions about doing business with the City of San Diego? Visit our Purchasing web site at <a href="http://www.sandiego.gov/purchasing">www.sandiego.gov/purchasing</a></p> <p>For specific information regarding contract opportunities with the City of San Diego, please visit our Bid &amp; Contract Opportunities web site at <a href="http://www.sandiego.gov/blds-contracts">www.sandiego.gov/blds-contracts</a>.</p>	<p><b>SEE LAST PAGE FOR TOTAL</b></p>
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City of San Diego PURCHASING  
 CONTRACT  
 Bid No: 10022719-12W

Cont. No. **4600001411**

<b>Ship To:</b> Center ID: PNC1 PURCHASING & CONTRACTING PURCHASING & CONTRACTING-DELIVERY MS56P 1200 3RD AVE STE 200 SAN DIEGO CA 92101-4195	<b>Bill To:</b> PURCHASING & CONTRACTING PURCHASING & CONTRACTING-INVOICE MS56P 1200 3RD AVE STE 200 SAN DIEGO CA 92101-4195	<b>Date:</b> 08/10/2012 <b>Last Option End Date:</b> 07/31/2017 <b>Validity End Date:</b> 12/31/9999
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<b>Vendor:</b> Contemporary Design Landscape 1413 Via Salerno Escondido CA 92026-2252  <b>Vendor ID:</b> 0010010140 <b>Phone:</b> 760-480-9738 <b>Fax:</b> 760-743-2171	<b>Terms:</b> Within 30 days Due net <b>Delivery Terms:</b> FOB FREE ON BOARD  <b>Buyer:</b> WILLIAM BRODERICK <b>Phone:</b> <b>Fax:</b> <b>E-Mail:</b> wbroderick@sandiego.gov
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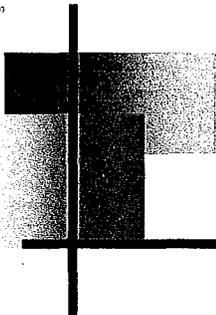
VENDOR CONTACT: MR., CEO,  
 FAX 858.560.0340 E-MAIL:

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 SMITH, AND DAVID TRAN AND  
 NORA NUGENT (LWO)

Have questions about doing business with the City of San Diego? Visit our Purchasing web site at <a href="http://www.sandiego.gov/purchasing">www.sandiego.gov/purchasing</a>  For specific information regarding contract opportunities with the City of San Diego, please visit our Bid & Contract Opportunities web site at <a href="http://www.sandiego.gov/bids-contracts">www.sandiego.gov/bids-contracts</a> .	Line Item Total \$ 297,261.64 Tax Freight 0.00 <b>Contract Total \$ 297,261.64</b>
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**Contemporary  
Design  
Landscape**

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1413 Via Salerno  
Escondido, CA 92026  
Phone: (760) 480-9738  
FAX: (760) 743-2171 OR 761-3582  
Cell: (760) 807-9056

March 13, 2012

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

**ATTN:** Tim Rogers and Bid Review Team

Enclosed please find the specific bid document pages required for review and evaluation of Bid No. 10022719-12-W, Complete Landscape Maintenance for Stonecrest Village MAD. As you know we have been doing the landscape maintenance for this area for five years on a full scale basis. We have come to know the landscape requirements of each task and area very well. We have built a good rapport with City personnel and the Contract Administrator, Tim Rogers, associated with this contract. As we understand the budget situation of the Maintenance Assessment District, our bid includes a minimum of hours and materials required to complete the project specifications. We use only experienced and trained staff and thusly we are able to complete the contract specifications. Bidders offering a lower number of hours may not have completely surveyed the sites and not fully understand the contract requirements. I urge you to completely review the bids to ensure they are offering what is required and what we as a company proffer.

Our goal is to provide our clients with the highest quality in landscape maintenance services; to ensure complete customer satisfaction; while maintaining a personable, professional and positive attitude. Our comprehensive maintenance schedule will continually enhance the image of the Stonecrest Village community

Thank you for the bidding opportunity. I hope we may continue our business relationship.

Sincerely,



Franco Barnaba  
Owner/Operator



THE CITY OF SAN DIEGO

March 9, 2012

Contemporary Design Landscape  
Franco Barnaba  
1413 Via Salerno  
Escondido, CA 92026

**Subject: Small Local Business Enterprise Certification**

Dear Franco:

Congratulations! We have reviewed your application and you have been approved for certification as a City of San Diego Small Local Business Enterprise (SLBE). Until we receive your Surety Bond Letter, your firm is restricted as a City of San Diego Prime Contractor to projects with a value of \$50,000 and below. There are no restrictions associated with your ability to bid on City projects as a subcontractor.

Your certification number is 12CD0654 and your classification is Specialty Construction. Please reference this certification number when bidding on City projects.

For the City's SLBE Program, your certification is effective March 2, 2012. This certification expires on March 2, 2014 at which time you will need to reapply in accordance with the SLBE guidelines.

If you have any questions please call 619-236-6297.

Thank you,

  
Debra Fischle-Faulk  
Department Director



Administration Department  
Small Local Business Enterprise Program  
202 C Street, 9<sup>th</sup> Floor, MS 9A  
San Diego, CA 92101-4806  
Telephone (619) 236-6297 Fax (619) 236-7344

**I. PRICING PAGE**

**A. STONECREST VILLAGE MAINTENANCE ASSESSMENT DISTRICT**

Category	Est. Qty	U/M	Description	Total Cost Per Month	Total Cost Per Year
II	31,489	SQ. FT.	Street Medians Landscaped with Trees, Shrubs, Groundcover, and Hardscape.	\$ 1,886.80	\$ 22,641.60
IV	124,894	SQ. FT.	Rights-of-Way Landscaped with Turf, Trees, and Hardscape.	\$ 2,987.98	\$ 35,855.70
V.	80,111	SQ. FT.	Rights-of-Way Landscaped with Trees, Shrubs, Groundcover, and Hardscape.	\$ 3,017.90	\$ 36,214.80
VI.	952,909	SQ. FT.	Slope Areas Adjacent to Rights-of-Way Landscaped with Trees, Shrubs, Groundcover, and Hardscape.	\$ 11,690.52	\$ 140,286.20
XI.	19,592	SQ. FT.	Gutters and Curbs.	\$ 287.97	\$ 3,455.60
XIII.	4,105	SQ. FT.	Brow Ditches	\$ 175.55	\$ 2,106.60

**TOTAL SECTION A:                   \$ 240,560.50**

**B. EXTRAORDINARY LABOR**

Est. Qty.	U/M	Description	Cost Per Hour	Total Cost
3000	HR	Extraordinary Labor.	\$ 18.90	\$ 56,700.00

**NOTE:** The cost of the three thousand (3,000) hours of extraordinary labor will be added to the bid price to determine the overall low Bidder.

**TOTAL SECTIONS A&B: \$297,260.50**

**C. SCHEDULE OF TASK COSTS**

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

Category II: Street Medians Landscaped with Trees, Shrubs, Groundcover, and Hardscape.  
Approximately 31,489 sq. ft.

TASK DESCRIPTION	CITY'S EST. HOURS	LABOR COST	MATERIALS COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
<b>CATEGORY II:</b>		Hourly Rate X Time				
• Supervisory Inspection	0.5	\$25 x 0.5	\$0.00	\$13	52	\$650.00
• Irrigation Inspection	2	\$25 x 2	\$2.00	\$52	52	\$2,704.00
• Litter Removal	1	19.45 x 1	\$0.75	\$20	52	\$1,050.40
• Weed Removal	6	19.45 x 6	\$4.00	\$121	26	\$3,138.20
• Pruning - Trees	8	19.45 x 8	\$0.00	\$156	3	\$466.80
• Pruning - Shrubs and Groundcover	40	19.45 x 40	\$0.00	\$778	12	\$9,336.00
• Fertilization - Complete	4	19.45 x 4	\$88.00	\$166	4	\$663.20
• Fertilization - Organic	4	19.45 x 4	\$105.00	\$183	2	\$365.60
• Sweeping Stamped concrete/Concrete Pavers	2	19.45 x 2	\$0.00	\$39	26	\$1,011.40
• Mulch Replacement	40	19.45 x 40	\$850.00	\$1,628	2	\$3,256.00

**TOTAL BID PRICE PER YEAR FOR CATEGORY II:** \$22,641.60  
(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: Rights-of-Way Landscaped with Turf, Trees, and Hardscape. Approximately 124,894 sq. ft.

TASK DESCRIPTION	CITY'S EST. HOURS	LABOR COST	MATERIALS COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
<b>CATEGORY IV:</b>		Hourly Rate X Time				
• Supervisory Inspection	1	\$25 x 1	\$0.00	\$25	52	\$1,300.00
• Irrigation Inspection	2	\$25 x 2	\$3.25	\$53	52	\$2,769.00
• Litter Removal	2	19.45 x 2	\$0.75	\$40	52	\$2,061.80
• Weed Removal	8	19.45 x 8	\$6.00	\$162	26	\$4,201.60
• Mowing	8	19.45 x 8	\$0.00	\$156	52	\$8,091.20
• Edging	4	19.45 x 4	\$0.00	\$78	52	\$4,045.60
• Pruning - Trees	16	19.45 x 16	\$0.00	\$311	3	\$933.60
• Fertilization - Complete	8	19.45 x 8	\$320.00	\$476	4	\$1,902.40
• Fertilization - Organic	8	19.45 x 8	\$415.00	\$571	2	\$1,141.20
• Aerification	16	19.45 x 16	\$95.00	\$406	2	\$812.40
• Sweeping – Sidewalks	4	19.45 x 4	\$0.00	\$78	52	\$4,045.60
• Pet Waste Stations (8)	1.5	19.45 x 1.5	\$0.00	\$29	156	\$4,551.30

**TOTAL BID PRICE PER YEAR FOR CATEGORY IV:** \$35,855.70  
 (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: Rights-of-Way Landscaped with Trees, Shrubs, Groundcover. Approximately 80,111 sq. ft.

TASK DESCRIPTION	CITY'S EST. HOURS	LABOR COST	MATERIALS COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
<b>CATEGORY V:</b>		Hourly Rate X Time				
• Supervisory Inspection	1	\$25 x 1	\$0.00	\$25	52	\$1,300.00
• Irrigation Inspection	2	\$25 x 2	\$3.00	\$53	52	\$2,756.00
• Litter Removal	1	19.45 x 1	\$1.00	\$20	52	\$1,063.40
• Weed Removal	12	19.45 x 12	\$3.50	\$237	26	\$6,159.40
• Pruning - Trees	16	19.45 x 16	\$0.00	\$311	3	\$933.60
• Pruning - Shrubs & Ground Cover	72	19.45 x 72	\$0.00	\$1,400	12	\$16,804.80
• Fertilization - Complete	8	19.45 x 8	\$222.00	\$378	4	\$1,510.40
• Fertilization - Organic	8	19.45 x 8	\$282.00	\$438	2	\$875.20
• Mulch Replacement	80	19.45 x 80	\$850.00	\$2,406	2	\$4,812.00

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

**\$36,214.80**

(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: Slope Areas Adjacent to Rights-of-Way Landscaped with Trees, Shrubs, Groundcover, and Hardscape.

Approximately 952,909 sq. ft.

TASK DESCRIPTION	CITY'S EST. HOURS	LABOR COST	MATERIALS COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
<b>CATEGORY VI:</b>		Hourly Rate X Time				
• Supervisory Inspection	1.5	\$25 x 1.5	\$0.00	\$38	52	\$1,950.00
• Irrigation Inspection	13	\$25 x 13	\$7.00	\$332	52	\$17,264.00
• Litter Removal	3	19.45 x 3	\$1.00	\$59	52	\$3,086.20
• Weed Removal	28	19.45 x 28	\$14.00	\$559	26	\$14,523.60
• Pruning - Trees	48	19.45 x 48	\$0.00	\$934	3	\$2,800.80
• Pruning - Shrubs and Groundcover	250	19.45 x 250	\$0.00	\$4,863	12	\$58,350.00
• Fertilization - Complete	96	19.45 x 96	\$2,450.00	\$4,317	4	\$17,268.80
• Fertilization - Organic	96	19.45 x 96	\$3,100.00	\$4,967	2	\$9,934.40
• Gypsum Application	96	19.45 x 96	\$2,532.00	\$4,399	2	\$8,798.40
• Sweeping – Asphalt Paths	4	19.45 x 4	\$0.00	\$78	52	\$4,045.60
• Pest Control - Bait Stations	6	19.45 x 6	\$72.00	\$189	12	\$2,264.40

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

**\$140,286.20**

(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 XI: Gutters and Curbs. Approximately 19,592 ln. ft.

TASK DESCRIPTION	CITY'S EST. HOURS	LABOR COST	MATERIALS COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
<b>CATEGORY XI :</b>		Hourly Rate X Time				
• Supervisory Inspection	0.5	\$25 x 0.5	\$0.00	\$13	12	\$150.00
• Litter Removal	1	19.45 x 1	\$0.50	\$20	52	\$1,037.40
• Weed Removal	1	19.45 x 1	\$1.00	\$20	12	\$245.40
• Sweeping - Gutters	4	19.45 x 4	\$0.00	\$78	26	\$2,022.80

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

**\$3,455.60**

(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 XIII: Brow Ditches. Approximately 4,105 ln. ft.

TASK DESCRIPTION	CITY'S EST. HOURS	LABOR COST	MATERIALS COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
<b>CATEGORY XIII:</b>		Hourly Rate X Time				
• Weed Removal	2	19.45 x 2	\$1.00	\$40	6	\$239.40
• Cleaning - Brow Ditches	8	19.45 x 8	\$0.00	\$156	12	\$1,867.20

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

**\$2,106.60**

(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.

**D. LICENSES**

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

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

	License Number	Expiration Date	Name
C-27, State of California Contractor License	Class: C-27 No.: 0759579	02/28/2013	Franco Barnaba
Qualified Applicator Certificate	119295	12/31/2012	Franco Barnaba
Pest Control Business License	0547400000	12/31/2013	Plant-Tek
Pest Control Advisor	04288	12/31/2013	Leon Wozniak

**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).

**VI. FORMS**

**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:** City of San Diego Parks & Rec      **Contact Name:** Tim Rogers  
**Address:** 1250 6<sup>th</sup> Avenue, 4<sup>th</sup> Floor      **Phone Number:** (619) 685-1369  
San Diego, CA 92101      **Fax Number:** (619) 685-1362  
**Dollar Value of Contract:** \$ 19,400.00      **Contract Dates:** 08/01/03 - Present  
**Requirements of Contract:** All phases of landscape maintenance, weekly pruning of shrubs and trees, edging, planting, weed control, fertilization, litter control, irrigation inspection at various police stations in San Diego

**Company Name:** City of San Diego Police Dept      **Contact Name:** Rita Castillo  
**Address:** 1401 Broadway      **Phone Number:** (619) 525-8450  
San Diego, CA 92101      **Fax Number:** (619) 531-2195  
**Dollar Value of Contract:** \$ 19,658.35      **Contract Dates:** 11/01/01 – May 2009  
**Requirements of Contract:** All phases of landscape maintenance, weekly pruning of shrubs and trees, edging, planting, weed control, fertilization, litter control, irrigation inspection at various police stations in San Diego

**Company Name:** City of San Diego Open Space      **Contact Name:** Bob Smith  
**Address:** 1250 6<sup>th</sup> Avenue, 4<sup>th</sup> Floor      **Phone Number:** (619) 685-1370  
San Diego, CA 92101      **Fax Number:** (619) 685-1362  
**Dollar Value of Contract:** \$ 740.00      **Contract Dates:** 09/01/03 – June 2009  
**Requirements of Contract:** All phases of landscape maintenance, weekly pruning of shrubs and trees, edging, planting, weed control, fertilization, litter control, irrigation inspection at various police stations in San Diego

**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:** Plant-Tek, Inc. **Contact Name:** Jack Olmstead  
**Address:** 1401 Broadway **Phone Number:** (619) 515-2771  
San Diego, CA 92101 **Fax Number:** (619) 531-2195  
**Dollar amount of sub-contract:** \$ Variable **Contract Dates:** 11/01/01 – Present  
**Contractor's License #:** 05474  
**Requirements of contract:** Supervise the use and apply pesticides, herbicides, or rodenticides as needed  
**What portion of work will be assigned to this subcontractor:** All pesticide applications

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**Company Name:** Ted Safford & Son, Arborists **Contact Name:** Ted Safford  
**Address:** San Diego, CA 92117 **Phone Number:** 858-272-1566  
**Fax Number:** (760) 888-0331  
**Dollar amount of sub-contract:** \$ 120.00 / hour **Contract Dates:** \_\_\_\_\_  
**Contractor's License #:** 923924  
**Requirements of contract:** For various tree needs  
**What portion of work will be assigned to this subcontractor:** As needed for disease diagnosis, treatment and consultation

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**Company Name:** \_\_\_\_\_ **Contact Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_  
\_\_\_\_\_ **Fax Number:** \_\_\_\_\_  
**Dollar Value of Contract:** \$ \_\_\_\_\_ **Contract Dates:** \_\_\_\_\_  
**Contractor's License #:** \_\_\_\_\_  
**Requirements of contract:** \_\_\_\_\_  
**What portion of work will be assigned to this subcontractor:** \_\_\_\_\_

### BIDDERS 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: 1/2 ton pickup

Owned  Rented  Other  (explain below)

If Owned, Quantity Available: 2

Year, Make & Model 2007 Chevy 2500

Explanation \_\_\_\_\_

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Equipment Description: 1/2 ton pickup

Owned  Rented  Other  (explain below)

If Owned, Quantity Available: 1

Year, Make & Model 2008 Chevy 2500

Explanation \_\_\_\_\_

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Equipment Description: Nine Foot Trailer

Owned  Rented  Other  (explain below)

If Owned, Quantity Available: 1

Year, Make & Model 2003

Explanation \_\_\_\_\_

Equipment Description: 54" Ride-on Mower

Owned  Rented  Other  (explain below)

If Owned, Quantity Available: 2

Year, Make & Model 2003 ExMark

Explanation \_\_\_\_\_

---

Equipment Description: 3 - Blade 6 hp Mower

Owned  Rented  Other  (explain below)

If Owned, Quantity Available: 8

Year, Make & Model 2006 Toro

Explanation \_\_\_\_\_

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Equipment Description: Trimmer

Owned  Rented  Other  (explain below)

If Owned, Quantity Available: 4

Year, Make & Model 2007 ECHO SRM-3100

Explanation \_\_\_\_\_

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Equipment Description: Hedge Trimmers

Owned  Rented  Other  (explain below)

If Owned, Quantity Available: 12

Year, Make & Model Various

Explanation \_\_\_\_\_

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Equipment Description: Power Edger

Owned  Rented  Other  (explain below)

If Owned, Quantity Available: 4

Year, Make & Model 2007, 2008 Briggs & Stratton

Explanation \_\_\_\_\_

Equipment Description: Hedge Clippers

Owned  Rented  Other  (explain below)

If Owned, Quantity Available: 10

Year, Make & Model Various

Explanation \_\_\_\_\_

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Equipment Description: Billy Goat Vacuum

Owned  Rented  Other  (explain below)

If Owned, Quantity Available: 1

Year, Make & Model 2000

Explanation \_\_\_\_\_

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Equipment Description: Shovels, various types

Owned  Rented  Other  (explain below)

If Owned, Quantity Available: 12

Year, Make & Model 2004 - 2009

Explanation Various: Square, round, pointed, garden, transplanting

---

Equipment Description: Rakes

Owned  Rented  Other  (explain below)

If Owned, Quantity Available: 20+

Year, Make & Model 2006 - 2008

Explanation Various: Concrete, lawn, bow, level-head, planter bed

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Equipment Description: Aerator

Owned  Rented  Other  (explain below)

If Owned, Quantity Available: 1

Year, Make & Model 2005

Explanation To be rented as needed

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Equipment Description: 4 Gallon Sprayers  
Owned  Rented  Other  (explain below)  
If Owned, Quantity Available: 5  
Year, Make & Model 1999, 2003 ECHO  
Explanation \_\_\_\_\_

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Equipment Description: Fertilizer Injection Tank  
Owned  Rented  Other  (explain below)  
If Owned, Quantity Available: 4  
Year, Make & Model 2002  
Explanation \_\_\_\_\_

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Equipment Description: Various hand tools  
Owned  Rented  Other  (explain below)  
If Owned, Quantity Available: 30+  
Year, Make & Model 1998, 1999, 2000, 2002, 2004  
Explanation Picks, grass cutters. Weeders, hoes, saws, forks, ...

---

Equipment Description: Sheers  
Owned  Rented  Other  (explain below)  
If Owned, Quantity Available: 12+  
Year, Make & Model Various, Hedge, looping, hook/blade, pruning, flower, branch cutter  
Explanation Sharpened on a regular basis

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Equipment Description: Weeder / Cultivator  
Owned  Rented  Other  (explain below)  
If Owned, Quantity Available: 8  
Year, Make & Model 2007 Various  
Explanation \_\_\_\_\_

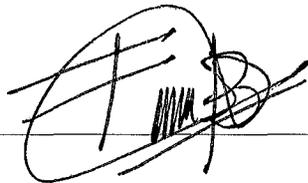
**BIDDER'S STATEMENT OF FINANCIAL RESPONSIBILITY**

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

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

Dated:          03/15/2012

Signature:  \_\_\_\_\_

CONTRACTOR INFORMATION FORM

CONTRACTOR: Contemporary Design Landscape

BID NUMBER: 10022719-12-W

CONTRACT TITLE: Landscape Maintenance for Stonecrest Village MAD

CONTACT PERSON: 7:00 a.m. to 3:30 p.m. Franco Barnaba

PHONE NUMBER: One (1) Hour Response or Less (760) 480-9738

FAX NUMBER: (760) 743-2171

E-MAIL: FBarnaba@hotmail.com

CELL PHONE NUMBER: (760) 807-9056

EMERGENCY NUMBER: (760) 807-9016 or (760) 743-2171  
(For non working hours including weekends and holidays)

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

NAME OF NON-WORKING SUPERVISOR: Franco Barnaba

NAME OF IRRIGATION SPECIALIST: Luis Cuadra

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

NUMBER OF EMPLOYEES ASSIGNED TO JOB SITE: 5

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

PRINT NAME: Franco Barnaba

SIGNATURE:  \_\_\_\_\_

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:   
[ID Number will be provided by City]

**Firm Info:**

Firm Name:   
Doing Business As:   
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: Contemporary Design Landscape

Product/Services Description:

All phases of landscape maintenance and construction

Product/Services Information:

NAICS Codes: 561730

\*find list of available NAICS Codes at <http://www.census.gov/eped/www/naics.html> and select 2007 NAICS codes 6 digit only 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 checked="" type="checkbox"/> Male	or	<input checked="" type="checkbox"/> Sole Proprietorship
	<input type="checkbox"/> Female		<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: Hispanic American

\* select one from the following List of Ethnicities:

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

**Ownership Classification**

Classification:

**DBE, SLBE, SDB, MLBE, MBE**

\* 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)
SEB	(Small Business Enterprise)
MBE	(Minority Business Enterprise)
DPBT	(Persons With A Disability Or Disabilities Business Enterprise)
LGBT	(Lesbian, Gay, Bisexual, Transsexual Business Enterprise)

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

Certification #:

Agency:

Certification #:

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:**

Landscape Maintenance for Stonecrest Village Maintenance Assessment District

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**B. BIDDER/CONTRACTOR INFORMATION:**

Legal Name	Contemporary Design Landscape	DBA	
1413 Via Salerno	Escondido	CA	92026
Street Address	City	State	Zip
Franco Barnaba	(760) 480-9738	(760) 743-2171	
Contact Person, Title	Phone	Fax	

**C. OWNERSHIP AND NAME CHANGES:**

1. 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.

2. 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: \_\_\_\_/\_\_\_\_/\_\_\_\_ State of incorporation: \_\_\_\_\_

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

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: 01 / 01 / 2001

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

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

**Joint Venture** Date formed: \_\_\_\_/\_\_\_\_/\_\_\_\_

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

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

**Note:** Each member of a Joint Venture must complete a separate *Contractor Standards Pledge of Compliance* for a Joint Venture's submission to be considered responsive.

**E. FINANCIAL RESOURCES AND RESPONSIBILITY:**

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

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

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

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

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?  
 **Yes**       **No**

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

**F. PERFORMANCE HISTORY:**

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?  
 **Yes**       **No**

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

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

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

**G. COMPLIANCE:**

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

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

2. In the past five (5) years, has your firm been debarred or determined to be non-responsible by a government agency?  
 **Yes**       **No**

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include name of entity involved, specific infraction, dates, and outcome.

**H. BUSINESS INTEGRITY:**

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

Yes       No

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

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

Yes       No

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

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

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

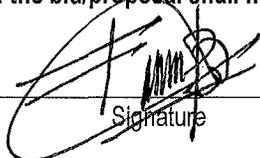
**Complete all questions and sign below. Each *Pledge of Compliance Attachment "A"* page must be signed.**

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

- (a) To comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) To notify the Purchasing Agent within fifteen (15) calendar days upon receiving notification that a government agency has begun an investigation of the Contractor that may result in a finding that the Contractor is or was not in compliance with laws stated in paragraph (a).
- (c) To notify the Purchasing Agent within fifteen (15) calendar days when there has been a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) To provide the Purchasing Agent updated responses to the *Contractor Standards Pledge of Compliance* within thirty (30) calendar days if a change occurs which would modify any response.
- (e) To notify the Purchasing Agent within fifteen (15) days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (f) To cooperate fully with the Purchasing Agent and the City during any investigation and to respond to a request for information within ten (10) working days from the request date.

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

Franco Barnaba  
Print Name, Title

  
Signature

03/15/2012  
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.

Our company was found to be in noncompliance with the requirements of the City of San Diego's Living Wage Ordinance (LWO), Chapter 2, Article 2, Division 42 of the San Diego Municipal Code (SDMC). Employee's wages were not calculated correctly under LWO rules for employees working different contracts on the same day. Contemporary Design Landscape has since rectified this error, paid employees back wages and was found in abidance in March of 2009.

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.

Franco Barnaba  
Print Name, Title



Signature

03/15/2012  
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

**COMPANY INFORMATION**

Company Name: Contemporary Design Landscape	Contact Name: Franco Barnaba
Company Address: 1413 Via Salerno Escondido, CA 92026	Contact Phone: (760) 480-9738 Contact Email: fbarnaba@hotmail.com

**CONTRACT INFORMATION**

Contract Title: Landscape Maintenance for the Stonecrest Village M.A.D.	Start Date: 06/01/12
Contract Number (if no number, state location): Bid No. 10021272-12-W	End Date:

**SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS**

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

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

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

**CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION**

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

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

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]

Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

Franco Barnaba - Owner / Operator

03/15/2012

Name/Title of Signatory

Signature

Date

**FOR OFFICIAL CITY USE ONLY**

Receipt Date:	EBO Analyst:	<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved – Reason:
---------------	--------------	-----------------------------------	---

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: Contemporary Design Landscape

ADA/DBA: \_\_\_\_\_

Address (Corporate Headquarters, where applicable): 1413 Via Salerno

City: Escondido County: San Diego State: CA Zip: \_\_\_\_\_

Telephone Number: (760) 480-9738 Fax Number: (760) 761-3582

Name of Company CEO: Franco Barnaba

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: ( ) \_\_\_\_\_ Fax Number: ( ) \_\_\_\_\_

Type of Business: Landscape Maintenance and Construction Type of License: C-27

The Company has appointed: Virginia Barnaba

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: 1413 Via Salerno, Escondido, CA 92026

Telephone Number: (760) 480-9738 Fax Number: (760) 761-3582

- 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 Contemporary Design Landscape

(Firm Name)

San Diego, CA hereby certify that information provided

(County)

(State)

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

(Authorized Signature)

Franco Barnaba

(Print Authorized Signature Name)

**WORK FORCE REPORT – Page 2**

NAME OF FIRM: Contemporary Design Landscape DATE: 03/15/2012

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

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

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

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

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

Totals Each Column			6	1										
--------------------	--	--	---	---	--	--	--	--	--	--	--	--	--	--

Grand Total All Employees 7

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: Contemporary Design Landscape

DATE: 03/15/2012

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

COUNTY: San Diego

**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

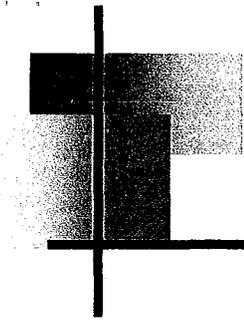
TRADE OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
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 0 of these

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

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



**Contemporary  
Design  
Landscape**

1413 Via Salerno  
Escondido, CA 92026  
Phone: (760) 480-9738  
FAX: (760) 743-2171 OR 761-3582  
Cell: (760) 807-9056

---

March 13, 2012

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

To Whom It Corresponds:

Enclosed please find my resume in reference to the Stonecrest Village Maintenance Assessment District contract that Contemporary Design Landscape administers for the City of San Diego. I gained my background in landscape maintenance by working in the field since 1996. My experience not only has given me the requisite skills as required in the contract specifications but also the knowledge of how to effectively work well with others and be an asset to Contemporary Design Landscape. I support the goals of the company that I work for. I take pride in my work and have the desire to make my assigned area show better than any other site. I look forward to continuing to work for the Stonecrest Village MAD community.

Sincerely,

Luis Cuadra

**Luis Cuadra**  
1301 Morning View Drive, Apt. 1310  
Escondido, California 92026  
(760) 741-8868

## **OBJECTIVE**

A position as a Landscape Supervisor, ensuring crews perform to the highest standard of client and company expectations.

## **SUMMARY OF QUALIFICATIONS**

Experienced landscape supervisor, trained in maintaining trees, shrubs, and turf found in public parks, botanical gardens and play areas.

## **EMPLOYMENT HISTORY**

**Contemporary Design Landscaping**                      May 1998 - Present

Position: Supervisor

Duties: Supervise and guide the work crew in the landscape maintenance of city parks, medians, rights-of-ways, and slopes within the City of Vista; monitor and adjust irrigation systems, monitor and adjust drainage systems, implement watering schedules, planting as needed, pesticide applications, communication with City staff and crew members to complete jobs on time and to the desired specifications; managing crew members assigned to each site efficiently and productively.

Golden Landscape

July 1996 – May 1998

Position: Irrigation Specialist/Journeyman

Duties: Monitor and adjust irrigation systems, monitor and adjust drainage systems, implement watering schedules, operate mowing and edging equipment, planting as needed, pesticide application, maintenance of work vehicles.

Reed Construction/Terrascape

February 1996 – June 1996

Position: Lead Man

Duties: Landscape construction projects, blue print reading, installed irrigation and drainage systems, operated and maintained grounds maintenance machinery.

Cuadra Avocado (Mexico)

February 1987 – December 1995

Position: Grove Manager

Duties: Full Service Grove Management: Grove census and mapping. Production budgeting and cost projecting, full service caretaking and fruit marketing, soil and leaf analysis, application of organic soil amendments, limestone and fungicides, grove inspections and evaluations.

## **MANAGEMENT SKILLS**

- Able to work effectively and efficiently with Contractors, Office Managers, Homeowners and Contract Administrators
- Experienced as a crew supervisor for both installations and maintenance work
- Motivated self-starter with innovative ideas and expertise in the landscaping field
- Able to read, write and speak fluently in English and Spanish.

## **EDUCATION**

Center for Electronic Processing      August 1989 – July 1992

Uruapan, Michoacan, MEXICO

Certificates: Programmer Analyst, Computer Technician

systems, implement watering schedules, operate mowing and edging equipment, planting as needed, pesticide application, maintenance of work vehicles.

Reed Construction February 1996 - May 1996

Position: Foreman

Duties: Direct landscape construction projects, prepared plot plans, blue print generation, blue print reading, installed irrigation and drainage systems, operated and maintained grounds maintenance machinery

Speedy Tune September 1995 - December 1995

Position: Automotive Technician

The Shop June 1995 - August 1995

Position: Automotive Technician

Palomar College January 1993- May 1995

Position: Student of Automotive Technology and English

Received Certificate in Automotive Technology in May of 1995

Palomar College August 1994 - May 1995

Position: Automotive Lab Assistant

Duties: Assist automotive instructor in automotive lab during technique demonstrations, maintain lab areas clean and orderly, answer student questions

New Earth Landscaping February 1992 - December 1992

Position Held: Foreman

Duties: Supervise work crew assigned to specific area. Determine specific needs of the grounds. Assist and perform all duties required for maintenance of landscaped grounds e.g. Mowing, edging, weeding, tree trimming, horticulture care and maintenance, fertilizing

Bradley Development July 1991 - December 1991

Position Held: Supervisor

Duties: Supervise landscape construction project, project needs, communicate with customer and company, construct wood decks, build wood fences, transfer customer's 'wish 'list' onto paper, troubleshoot systems.

Gannaway Construction, Inc. May 1990 - July 1991

Position Held: Foreman

Duties: Supervise the construction of landscape projects, direct labor force at each job site, blue print reading, survey land plot, project type and amount of supplies and man power hours needed for each project, heavy equipment operation (back-hoe, front end-loader, skip loader, small tractor), installation of irrigation and drainage systems with programmers, calculate grades and slopes.

Concrete work: forming, pouring, stone wall construction

Terrascape August 1988 - April 1990

Position Held: Foreman

Duties: Direct landscape construction projects, prepared plot plans, blue print generation, blue print reading, installed irrigation and drainage systems, operated and maintained grounds maintenance machinery, painting

Sun Country Landscaping    September 1984 - August 1988  
Position Held: Laborer, Pipe Fitter

**Professional Affiliations:**



California Landscape Contractors Association  
2021 N Street Suite 300 . Sacramento, California, 95814 .  
(800) 448-2522    [hq@clca.org](mailto:hq@clca.org)



The Associated Landscape Contractors of America (ALCA)  
150 Elden Street, Suite 270  
Herndon, Virginia 20170  
Phone: (703) 736-9666  
Fax: (703) 736-9668



Central Contractor Registry for the  
Department of Defense  
888-227-2423    or 616-961-4725



DEPARTMENT OF PESTICIDE REGULATION  
LICENSING/CERTIFICATION PROGRAM



QUALIFIED APPLICATOR CERTIFICATE

DATE OF ISSUE

VALID THROUGH

01/01/2011

12/31/2012

QAC 119295  
FRANCO BARNABA  
1413 VIA SALERNO  
ESCONDIDO CA 92026

B



CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION

1001 I STREET

SACRAMENTO, CALIFORNIA 95814

ISSUED January 01, 2011  
EXPIRES December 31, 2012

MAINTENANCE GARDENER PEST  
CONTROL BUSINESS LICENSE

LICENSE NO. 37763  
Invalid if insurance and/or qualified person(s) lapse before expiration date.

Mailing Address

Business Location

CONTEMPORARY DESIGN LANDSCPAE  
1413 VIA SALERNO  
SAN DIEGO, CA 92026

CONTEMPORARY DESIGN LANDSCPAE  
1413 VIA SALERNO  
ESCONDIDO, CA 92026

*Mary-Ann Warmerdam, Director*

POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW

THIS LICENSE IS NOT TRANSFERABLE - ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE

1. Please make sure the information on your license is correct.
2. Notify us immediately of any changes to your business (e.g., name, address, insurance carrier or qualified person).
3. If you lose your license, then you may request a new one for a \$20 fee.
4. Please refer to the license number located in the middle of the page when contacting us.
5. For more information, please contact us at (916) 445-4038 or at <licenseemail@cdpr.ca.gov>. Or you may write to

Department of Pesticide Regulation  
Pest Management and Licensing Branch  
Licensing and Certification Program  
P.O. Box 4015  
Sacramento, California 95812-4015

State of California  
Contractors State License Board

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code and the Rules and Regulations of the Contractors State License Board, the Registrar of Contractors does hereby issue this license to:

CONTEMPORARY DESIGN LANDSCAPING



to engage in the business or act in the capacity of a contractor in the following classification(s):

C27 - LANDSCAPING



Witness my hand and seal this day,

February 26, 1999

Issued February 25, 1999

C. Lance Barnett, Ph.D.  
Registrar of Contractors

Signature of Licensee

Signature of License Qualifier

This license is the property of the Registrar of Contractors, is not transferrable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed.

759579

License Number



# CITY OF SAN DIEGO

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

Bid No. 10022719-12-W

## REQUEST FOR BID

Closing Date: **March 15, 2012**  
**@ 3:00 pm P.T.**

**Subject: Furnish the City of San Diego with Landscape for Stonecrest Village MAD**

**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 7 for Details.

Company \_\_\_\_\_

Name \_\_\_\_\_

[PRINT OR TYPE]

Federal Tax I.D. No. \_\_\_\_\_

Street Address \_\_\_\_\_

Signature\* \_\_\_\_\_

City \_\_\_\_\_

Title \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_

Date \_\_\_\_\_

Tel. No. \_\_\_\_\_ Fax No. \_\_\_\_\_

***\*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.***

E-Mail \_\_\_\_\_

### 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 # \_\_\_\_\_

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:

City of San Diego Business Tax Certificate #: \_\_\_\_\_

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 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/ylk, Procurement Specialist**

Phone: (619) 236-6653

Fax: (619) 236-5904

E-mail: [WBroderick@sandiego.gov](mailto:WBroderick@sandiego.gov)

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**I. PRICING PAGE**

**A. STONECREST VILLAGE MAINTENANCE ASSESSMENT DISTRICT**

Category	Est. Qty.	U/M	Description	Total Cost Per Month	Total Cost Per Year
II	31,489	SQ. FT.	Street Medians Landscaped with Trees, Shrubs, Groundcover, and Hardscape.	\$	\$
IV	124,894	SQ. FT.	Rights-of-Way Landscaped with Turf, Trees, and Hardscape.	\$	\$
V.	80,111	SQ. FT.	Rights-of-Way Landscaped with Trees, Shrubs, Groundcover, and Hardscape.	\$	\$
VI.	952,909	SQ. FT.	Slope Areas Adjacent to Rights-of-Way Landscaped with Trees, Shrubs, Groundcover, and Hardscape.	\$	\$
XI.	19,592	SQ. FT.	Gutters and Curbs.	\$	\$
XIII.	4,105	SQ. FT.	Brow Ditches.	\$	\$

**TOTAL SECTION A: \$ \_\_\_\_\_**

**B. EXTRAORDINARY LABOR**

Est. Qty.	U/M	Description	Cost Per Hour	Total Cost
3,000	HR	Extraordinary Labor	\$	\$

**NOTE:** The cost of the three thousand (3,000) hours of extraordinary labor will be added to the bid price to determine the overall low Bidder.

**TOTAL SECTIONS A & B: \$ \_\_\_\_\_**

**II. SPECIFIC PROVISIONS**

**A. RECOMMENDED PRE-BID CONFERENCE AND SITE INSPECTION**

All Bidders are strongly encouraged to attend the pre-bid conference and site inspection of the proposed maintenance site. The pre-bid conference will be held at 3110 West Canyon Avenue, San Diego, Ca 92123, on Monday, February 27, 2012 at 9:00 a.m. The site inspection will be scheduled in conjunction with the pre-bid conference. Allow two (2) hours for the pre-bid conference and site inspection.

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

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

Questions regarding this bid must be submitted in writing to the City of San Diego, Purchasing & Contracting Department, Attn: William Broderick, 1200 Third Avenue, Suite 200, San Diego, CA 92101; or by fax to (619) 236-5904; or by email to [WBroderick@SanDiego.com](mailto:WBroderick@SanDiego.com) , no later than 5:00 p.m. on Tuesday, February 28, 2012.

**B. 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.

**C. SCHEDULE OF TASK COSTS**

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

Category II: Street Medians Landscaped with Trees, Shrubs, Groundcover, and Hardscape.  
Approximately 31,489 sq. ft.

TASK DESCRIPTION	CITY'S EST. HOURS	LABOR COST	MATERIALS COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
<b>CATEGORY II:</b>		Hourly Rate X Time				
• Supervisory Inspection	0.5				52	\$
• Irrigation Inspection	2				52	\$
• Litter Removal	1				52	\$
• Weed Removal	2				26	\$
• Pruning – Trees	8				3	\$
• Pruning – Shrubs and Groundcover	10				12	\$
• Fertilization - Complete	4				4	\$
• Fertilization – Organic	4				2	\$
• Sweeping Stamped concrete/Concrete Pavers	2				26	\$
• Mulch Replacement	30				2	\$

**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 IV: Rights-of-Way Landscaped with Turf, Trees, and Hardscape. Approximately 124,894 sq. ft.

TASK DESCRIPTION	LABOR COST	MATERIALS COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
<b>CATEGORY IV:</b>	Hourly Rate X Time				
• Supervisory Inspection	1			52	\$
• Irrigation Inspection	2			52	\$
• Litter Removal	2			52	\$
• Weed Removal	2			26	\$
• Mowing	8			52	\$
• Edging	4			52	\$
• Pruning – Trees	16			3	\$
• Fertilization – Complete	8			4	\$
• Fertilization – Organic	8			2	\$
• Aerification	5			2	\$
• Sweeping – Sidewalks	4			52	\$
• Pet Waste Stations (8)	1.5			156	

**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: Rights-of-Way Landscaped with Trees, Shrubs, Groundcover. Approximately 80,111 sq. ft.

TASK DESCRIPTION	LABOR COST	MATERIALS COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
<b>CATEGORY V:</b>	Hourly Rate X Time				
• Supervisory Inspection	1			52	\$
• Irrigation Inspection	2			52	\$
• Litter Removal	1			52	\$
• Weed Removal	2			26	\$
• Pruning – Trees	16			3	\$
• Pruning – Shrubs and Groundcover	36			12	\$
• Fertilization – Complete	8			4	\$
• Fertilization – Organic	8			2	\$
• Mulch Replacement	30			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: Slope Areas Adjacent to Rights-of-Way Landscaped with Trees, Shrubs, Groundcover, and Hardscape.  
Approximately 952,909 sq. ft.

TASK DESCRIPTION	LABOR COST	MATERIALS COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
<b>CATEGORY VI:</b>	Hourly Rate X Time				
• Supervisory Inspection	1.5			52	\$
• Irrigation Inspection	6			52	\$
• Litter Removal	3			52	\$
• Weed Removal	28			26	\$
• Pruning – Trees	48			3	\$
• Pruning – Shrubs and Groundcover	250			12	\$
• Fertilization – Complete	60			4	\$
• Fertilization – Organic	60			2	\$
• Gypsum Application	60			2	\$
• Sweeping – Asphalt Paths	4			52	\$
• Pest Control – Bait Stations	6			12	

**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 XI: Gutters and Curbs. Approximately 19,592 ln. ft.

TASK DESCRIPTION	LABOR COST	MATERIALS COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
<b>CATEGORY XI:</b>	Hourly Rate X Time				
• Supervisory Inspection	0.5			12	\$
• Litter Removal	1			52	\$
• Weed Removal	1			12	\$
• Sweeping – Gutters	4			26	\$

**TOTAL BID PRICE PER YEAR FOR CATEGORY XI:** \$ \_\_\_\_\_  
 (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 XIII: Brow Ditches. Approximately 4,105 ln. ft.

TASK DESCRIPTION	LABOR COST	MATERIALS COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
<b>CATEGORY XIII:</b>	Hourly Rate X Time				
• Weed Removal	2			6	\$
• Cleaning - Brow Ditches	8			12	\$

**TOTAL BID PRICE PER YEAR FOR CATEGORY XIII:**  
 (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.

**D. LICENSES**

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

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

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

**E. SUBMITTALS**

**1. BID SUBMITTAL**

Bids must be returned in a sealed envelope to the Purchasing & Contracting Department, 1200 Third Avenue, Suite 200, San Diego, CA 92101. The bid number and closing date/time must be referenced on the outside of the envelope (lower left corner). Bids must be received by the Purchasing 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).

- d. Bidder's Statement of Available Equipment (as specified in Section II, paragraph J).
- e. Bidder's Statement of Financial Responsibility (as specified in Section II, paragraph J).
- f. Equal Benefits (as specified in Section II, paragraph P).
- g. Contractor Information (use form in Forms Section).
- h. Contractor Standards Pledge of Compliance (use form in Forms Section).
- i. Contractor/Vendor Registration Form (use form in Forms Section).
- j. Equal Opportunity Contracting Program (EOCP) (use form in Forms Section).

**3. SUBMITTALS REQUIRED UPON PROVISIONAL AWARD**

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

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

**4. SUBMITTALS REQUIRED PRIOR TO COMMENCEMENT OF WORK**

- a. Monthly Work Schedule (use form in Forms Section).
- b. Weekly Work Schedule (use form in Forms Section).
- c. Site Inspection Punch List (use form in Forms Section).
- d. Street/Sidewalk Blockage Report (use form in Forms Section).

**F. AWARD**

This contract will be awarded to the responsive and responsible Bidder whose bid conforms to the solicitation and is considered to be most advantageous to the City, price and other factors considered. Factors to be considered may include, but are not limited to Bidder's qualifications, experience performing work of comparable size and scope, references, equipment, the operational requirements of the City, and any other factors which are in the City's best interest.

**G. CONTRACT PERIOD**

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

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

## H. OPTION TO RENEW

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

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

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

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

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

## I. INSURANCE REQUIREMENTS

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

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

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

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

**Reservation of Rights.** The City reserves the right, from time to time, to review the Bidder/Proposer's insurance coverage, limits, deductible and self-insured retentions to determine if they are acceptable to the City. The City will reimburse the Bidder/Proposer for the cost of the additional premium for any coverage requested by the City in excess of that required by the Contract resulting from this solicitation without overhead, profit, or any other markup.

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

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

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

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

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

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

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

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

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

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

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

### **Automobile Liability Insurance Endorsements**

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

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

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

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

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

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

**J. REFERENCE/QUALIFICATIONS**

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

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

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

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

**K. BUSINESS TAX CERTIFICATE**

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

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

**L. LIVING WAGE**

Any contract awarded from this solicitation will be subject to the City of San Diego's Living Wage Ordinance [LWO], Chapter 2, Article 2, Division 42 of the San Diego Municipal Code [SDMC], which went into effect on July 1, 2006. The provisions of the LWO apply to "any service contract, including any applicable subcontract, entered into, awarded, amended, renewed, or extended on or after July 1, 2006." (SDMC § 22.4210.) Rules Implementing the Living Wage Ordinance may be found at <http://www.sandiego.gov/administration/programs/livingwage/index.shtml> or by request from Living Wage Program by calling (619) 533-3948.

**M. CONTRACTOR STANDARDS**

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

**N. GENERAL PROVISIONS**

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

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

**O. SMALL EMERGING LOCAL BUSINESS PROGRAM**

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

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

**P. EQUAL BENEFITS**

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

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

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

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

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

**Q. DEFINITIONS**

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

**R. WATER REGULATIONS & RESTRICTIONS PER MUNICIPAL CODE REQUIREMENTS**

Link to City of San Diego Municipal Code:

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

In “Search For” que enter:

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

### III. GENERAL SPECIFICATIONS

#### A. SCOPE

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

#### B. CONTRACT SITE LOCATIONS

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

- Category II: Street Medians Landscaped with Shrubs, Trees, Groundcover, and Hardscape: Medians located on Daley Center Dr., Stonecrest Blvd., and West Canyon Ave.
- Category IV: Rights-Of-Way Landscaped with Turf , Trees and Hardscape: Rights-of-ways located on Daley Center, Dr., Stonecrest Blvd., West Canyon Ave., and West Canyon Terr.
- Category V: Rights-Of-Way Landscaped with Trees, Shrubs, Groundcover, and Hardscape: Rights-of-way located on Briar Ct., Daley Center Dr., Stonecrest Blvd., West Canyon Ave., and West Canyon Terr.
- Category VI: Slopes and Areas Adjacent to ROW's Landscaped with Trees, Shrubs, Groundcover, and Hardscape: Slopes and areas adjacent to ROW's located Daley Center Dr., Stonecrest Blvd., West Canyon Ave., West Canyon Terr., the riparian trail, and the slopes located on the eastern and southern portions of the project.
- Category XI: Curbs and Gutters: Curbs and gutters located along the medians and the ROW's throughout the project as indicated in categories above.
- Category XIII: Brow Ditches: Brow ditches located at the north end of West Canyon Ave., the south portion of the project, and the east portion of the project, south of Daley Center Dr.

C. SERVICE FREQUENCIES

Category II: Street Medians Landscaped with Trees, Shrubs, Groundcover, and Hardscape.

Supervisory Inspection

The non-working supervisor shall inspect all areas under the contract 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 Inspection

Once a week, 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 once a week to the Contract Administrator.

Maintenance and Repair of Irrigation Systems

As needed, to ensure proper operation of irrigation systems.

Litter Removal

Once a week, to keep all areas litter free.

Weed Removal

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

Pruning - Trees

Three (3) times a year, in March, July, and November, to maintain in optimum condition, provide clearance for irrigation, prevent encroachment into public thoroughfare/sidewalk or into other plant material, and to ensure clear visibility of all street signs and traffic signals. All sucker growth is to be removed as it appears. Prune to correct hazards and to remove all dead, diseased, or damaged limbs, as well as those limbs crossing or competing.

Pruning – Shrubs and Groundcover

Once a month, to shape, train, and prevent encroachment into public thoroughfare/sidewalk or into other plant material. 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. Shrubs must maintain their natural appearance. Growth regulators shall not be used.

Fertilization – Complete	Four (4) times a year, in March, June, September, and December, to promote healthy plant growth.
Fertilization – Organic	Two (2) times a year, in April and October, to promote healthy plant material.
Pest Control	Prompt remedial action as necessary to maintain plant material in optimum condition.
Fungicide or other Special Treatment	Prompt remedial action as necessary to maintain plant material in optimum condition.
Plant Replacement	As deemed necessary by Contract Administrator to replace plant material damaged or killed due to Contractor's negligence.
Sweeping Stamped Concrete/Concrete Pavers	Once every other week. All paved areas shall be swept to remove sand, dirt, and debris. Blowers may be used, if operated in a responsible manner.
Mulch Replacement	Two (2) times a year, in February and August, to purchase, spread and maintain to a depth of 3". Replace with approximately fifty (50) cubic yards of Earthwise Ecomulch or equal.
Category IV: Rights-of-Way Landscaped with Turf, Trees, and Hardscape.	
Supervisory Inspection	The non-working supervisor shall inspect <u>all</u> areas under the contract 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 Inspection	Once a week, to ensure complete electronic operation and proper distribution of water. Irrigation checklists shall be completed as each system is inspected. The checklists are required to be submitted once a week to the Contract Administrator.
Maintenance and Repair of Irrigation Systems	As needed, to ensure proper operation of irrigation systems.
Litter Removal	Once a week, to keep all areas litter free.
Weed Removal	Once every other week, to maintain areas in a weed free condition.

Mowing	Once a week, on Thursday. The use of reel or rotary mowers is at the discretion of the Contract Administrator. Raking or sweeping to remove mowing clippings must be done every mowing. Sidewalks will be swept in conjunction with edging. Blowers may be used, if operated in a reasonable manner.
Edging	Once a week, on Thursday, to 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. Turf edging will be done in conjunction with mowing. Chemical edging is unacceptable.
Pruning - Trees	Three (3) times a year, in March, July, and November, to maintain in optimum condition, provide clearance for irrigation, prevent encroachment into public thoroughfare/sidewalk or into other plant material, and to ensure clear visibility of all street signs and traffic signals. All sucker growth is to be removed as it appears. Prune to correct hazards and to remove all dead, diseased, or damaged limbs, as well as those limbs crossing or competing.
Fertilization – Complete	Four (4) times a year, in March, June, September, and December, to promote healthy plant growth.
Fertilization – Organic	Two (2) times a year, in April and October, to promote healthy plant material.
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.
Aerification	Two (2) times a year, in March and September, to ensure turf health. Aerification shall be completed in conjunction with fertilization.

Sweeping – Sidewalks	Once a week, on Mondays. All sidewalks shall be swept to remove sand, dirt, and debris. This is a separate maintenance task from the removal of debris from turf mowing/edging. Blowers may be used, if operated in a responsible manner.
Servicing of Pet Waste Stations	Three times a week. Servicing eight (8) stations in the M.A.D. right-of-way areas. Servicing includes refilling dispensers with the 'Fido House' brand baggies, and replacing receptacle trash bags with 'Fido House' brand receptacle bags. Materials provided by M.A.D. Contract Administrator. Pet Waste station dispensers are to be kept locked with keys provided by the Contract Administrator.
Category V: Rights-of-Way Landscaped with Trees, Shrubs, Groundcover, and Hardscape.	
Supervisory Inspection	The non-working supervisor shall inspect <u>all</u> areas under the contract 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 Inspection	Once a week, to ensure complete electronic operation and proper distribution of water. Irrigation checklists shall be completed as each system is inspected. The checklists are required to be submitted once a week to the Contract Administrator.
Maintenance and Repair of Irrigation Systems	As needed, to ensure proper operation of irrigation systems.
Litter Removal	Once a week, to keep all areas litter free.
Weed Removal	Once every other week, to maintain areas in a weed free condition.

Pruning - Trees	Three (3) times a year, in March, July, and November, to maintain in optimum condition, provide clearance for irrigation, prevent encroachment into public thoroughfare/sidewalk or into other plant material, and to ensure clear visibility of all street signs and traffic signals. All sucker growth is to be removed as it appears. Prune to correct hazards and to remove all dead, diseased, or damaged limbs, as well as those limbs crossing or competing.
Pruning – Shrubs and Groundcover	Once a month, to shape, train, and prevent encroachment into public thoroughfare/sidewalk or into other plant material and to ensure clear visibility of all street signs and traffic signals. All sucker growth is to be removed as it appears. Prune to correct hazards and to remove all dead, diseased, or damaged limbs and to prevent blockage of irrigation system components and patterns. All shrubs are to be maintained at a height no greater than 24" above the curb.
Fertilization – Complete	Four (4) times a year, in March, June, September, and December, to promote healthy plant growth.
Fertilization – Organic	Two (2) times a year, in April and October, to promote health plant material.
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.
Mulch Replacement	Two (2) times a year, in February and August, to purchase, spread, and maintain to a depth of 3". Replace with approximately fifty (50) cubic yards of Earthwise Ecomulch or equal.

Category VI: Slope Areas Adjacent to Rights-of-Way Landscaped with Trees, Shrubs, Groundcover, and Hardscape.

Supervisory Inspection	The non-working supervisor shall inspect <u>all</u> areas under the contract 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 Inspection	Once a week, to ensure complete electronic operation and proper distribution of water. Irrigation checklists shall be completed as each system is inspected. The checklists are required to be submitted once a week to the Contract Administrator.
Maintenance and Repair of Irrigation Systems	As needed, to ensure proper operation of irrigation systems.
Litter Removal	Once a week, to keep all areas litter free.
Weed Removal	Once every other week, to maintain areas in a weed free condition.
Pruning - Trees	Three (3) times a year, in March, July, and November, to maintain in optimum condition, provide clearance for irrigation, prevent encroachment into public thoroughfare/sidewalk or into other plant material, and to ensure clear visibility of all street signs and traffic signals. All sucker growth is to be removed as it appears. Prune to correct hazards and to remove all dead, diseased, or damaged limbs, as well as those limbs crossing or competing.
Pruning – Shrubs and Groundcover	Once a month, to shape, train, and prevent encroachment into public thoroughfare/sidewalk or into other plant material and to ensure clear visibility of all street signs and traffic signals. All sucker growth is to be removed as it appears. Prune to correct hazards and to remove all dead, diseased, or damaged limbs and to prevent blockage of irrigation system components and patterns. All shrubs are to be maintained at a height no greater than 24" above the curb.

Fertilization – Complete	Four (4) times a year, in March, June, September, and December, to promote healthy plant growth.
Fertilization – Organic	Two (2) times a year, in April and October, to promote health plant material.
Gypsum Application	Two (2) times a year, in March and September, to promote healthy plant growth.
Pest Control- Bait Stations	Prompt remedial action as necessary to maintain plant material in optimum condition. The contractor shall place bait stations strategically, and once a month refill them with Contrac Blox or equal for rodent control.
Fungicide or other Special Treatment	Prompt remedial action as necessary to maintain plant material in optimum condition.
Plant Replacement	As deemed necessary by Contract Administrator to replace plant material damaged or killed due to Contractor's negligence.
Sweeping – Asphalt Path	Once a week. All paved areas shall be swept to remove sand, dirt, and debris. Blowers may be used, if operated in a responsible manner.
Category XI: Gutters and Curbs.	
Supervisory Inspection	The non-working supervisor shall inspect <u>all</u> areas under the contract once a month 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	Once a week, to keep all areas litter free.
Weed Removal	Once a month, to maintain areas in a weed free condition.
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 XIII: Brow Ditches.

Weed Removal

Once every other month, to maintain areas in a weed-free condition.

Cleaning - Brow Ditch

Once a month, to ensure proper function of drainage ditch. All soils, leaves, and other debris shall be removed to ensure proper water flow.

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

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

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

#### I. GRAFFITI

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

#### J. WATER CONSERVATION

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

Regulations. Failure to properly manage and conserve water resources may result in deductions or other penalties.

**K. IRRIGATION WATER - COSTS**

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

**L. RECLAIMED WATER**

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

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

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

#### **IV. LANDSCAPE MAINTENANCE SPECIFICATIONS**

##### **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 see page 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**

1. 1. The landscaping includes, many deciduous trees and pine trees. Shrub beds must be raked out, as needed, to remove fallen leaves, and pine needles, to keep shrub beds attractive. During the fall months, this task may be required more frequently to keep the shrub beds, sidewalks, gutters, and stamped concrete clean.
2. Pests, that have been encountered, and abated in this area previously include:
  - a. Snails
  - b. Gophers
  - c. Snakes
  - d. Bees nesting in valve boxes
  - e. Ants
  - f. Rodents - rats and voles nesting and damaging plant material
  - g. Aphids and spider mites on pines and shrubs
3. A separate tree maintenance contract is in effect at Stonecrest Village. Any major pruning of trees will be accomplished through that contract. However, safety pruning, dead branch removal, and skirting of trees, will be required at least three (3) times a year, or as needed.
4. Trimming of the private resident's plant material which encroaches through or over fences/walls, is not required, and is forbidden.
5. Pet Waste Station Maintenance. There are eight (8) pet waste stations located in the MAD right-of-way areas. These stations require refilling the dispensers with the 'Fido House' brand baggies, and changing the receptacle bags with the 'Fido House' brand receptacle bags, typically three times per week. The bags are purchased by the M.A.D. and are delivered to the landscape contractor's facility as needed.
6. Extraordinary Labor Hours For Plantings

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

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

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

7. Sub Contractors

During the term of this contract, functions/tasks may arise which require the need for other professional services associated with the landscape maintenance Stonecrest Village M.A.D. These functions may require various valid licenses, certifications, permits, etc. held by the individual utilized to perform these services. The Contractor shall be required to list any and all Sub Contractors for the services listed below which are beyond the scope of the Contractor's ability to perform.

a. 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.

b. Pest Control Operator certified, licensed and qualified for the removal/elimination of bee hives, vertebrates and other pests. A Pest Control Advisor to provide Pest Control Recommendations for specific pesticide products to be used each contract year.

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

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

8. Estimated Hours

City staff estimates **8,306 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.

9. 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 \$41,443.23 in annual fertilizer (including gypsum) costs will be required by the 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 staff estimates over \$2,400 in annual mulch replacement cost or approximately 200 cubic yards per year. No manufactured wood.

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.

10. Staffing Requirements

a. On-Site, Working Field Supervisor

- (1) On-Site, Working field supervisor must have a minimum of three (3) years of experience overseeing all phases of landscape maintenance and personnel for a site of comparable square footage, scope of work, and plant materials. This individual must be able to communicate effectively with the Contract Administrator and with the public. The field supervisor shall have a cell phone in their possession for communication with the Contract Administrator.

- (2) A minimum of (1) qualified, competent field supervisor capable of discussing all matters pertaining to this contract with the Contract Administrator shall be on the job at all times work is being performed to provide necessary supervision and to ensure that work is completed as specified under the contract.
  - (3) 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.
  - (4) Field Supervisor shall have verifiable experience, knowledge, skills, and abilities in the identification of and proper maintenance practice for ornamental trees, shrubs, groundcover, grasslands, exotic weeds, and native plants for proper maintenance of all areas. A resume of the qualified field supervisor assigned to this contract must be submitted with this bid. Failure to do so may result in considering your bid as non-responsive.
- b. Adequate personnel must be assigned full time to this contract Monday through Friday, including an on-site Field supervisor, Irrigation Technician, and a crew to perform all other work.
  - c. The Contractor shall maintain a **minimum of four full-time employees**, (three gardeners and one working field supervisor), during the working hours/days specified in this contract Monday through Friday, generally 7:00 AM to 3:30 PM with flexibility upon approval of the Contract Administrator. Contract Administrator will evaluate each contractor's time elements with respect to each bid, individual task and throughout each bid category. The contractor shall ensure that these elements, when calculated, meet the Contract Administrator's requirement of full-time labor. Upon award of contract, Contractor shall submit to Contract Administrator a complete list, including the full names of the employees assigned to the job site. Contractor shall replace any and all missing crew members with other fully competent employees for the same work day. There will be no exceptions unless approved by the Contract Administrator.
  - d. Contractor shall have a full crew on site Monday through Friday. Any missed labor hours due to weather conditions shall be deducted from the monthly invoice and clearly communicated to the Contract Administrator.

#### 11. Irrigation

- a. 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

- b. 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 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.
- c. 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.
- d. If requested by the Contract Administrator all water meters are to be read, documented, and submitted monthly.
- e. 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.

12. Plant Material Maintenance

- a. 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.
- b. 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.
- c. Contractor shall expect direction from the Contract Administrator to perform and maintain changes to any and all plant pruning specifications throughout the Stonecrest Village M.A.D. at any time and at no additional cost.
- d. 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 the Contract Administrator.

13. Fertilization

The following are the fertilizer 50 lb. bag quantities per year per Category:

Category II.

Turf Supreme 16-6-8	4 bags
Milorganite 6-2-0	15 bags
Nitra King 22-3-9	3 bags
Pro-Green 12-4-6	5 bags

Category IV

Turf Supreme 16-6-8	15 bags
Milorganite 6-2-0	58 bags
Nitra King 22-3-9	11 bags
Pro-Green 12-4-6	21 bags

Category V

Turf Supreme 16-6-8	10 bags
Milorganite 6-2-0	37 bags
Nitra King 22-3-9	7 bags
Pro-Green 12-4-6	14 bags

Category VI

Turf Supreme 16-6-8	118 bags
Milorganite 6-2-0	442 bags
Nitra King 22-3-9	86 bags
Pro-Green 12-4-6	162 bags

**Gypsum**

Soil Buster 2-5-0 or equivalent: 305 bags.

**VI. FORMS**

**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:** \_\_\_\_\_ **Contact Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

\_\_\_\_\_ **Fax Number:** \_\_\_\_\_

**Dollar Value of Contract: \$** \_\_\_\_\_ **Contract Dates:** \_\_\_\_\_

**Requirements of Contract:** \_\_\_\_\_

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**Company Name:** \_\_\_\_\_ **Contact Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

\_\_\_\_\_ **Fax Number:** \_\_\_\_\_

**Dollar Value of Contract: \$** \_\_\_\_\_ **Contract Dates:** \_\_\_\_\_

**Requirements of Contract:** \_\_\_\_\_

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**Company Name:** \_\_\_\_\_ **Contact Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

\_\_\_\_\_ **Fax Number:** \_\_\_\_\_

**Dollar Value of Contract: \$** \_\_\_\_\_ **Contract Dates:** \_\_\_\_\_

**Requirements of Contract:** \_\_\_\_\_

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### 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: \_\_\_\_\_

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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: \_\_\_\_\_

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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, 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:**

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**Owned**

**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: \_\_\_\_\_

CONTRACTOR INFORMATION FORM

CONTRACTOR: \_\_\_\_\_

BID NUMBER: \_\_\_\_\_

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

CONTACT PERSON: 7:00 a.m. to 3:30 p.m. \_\_\_\_\_

PHONE NUMBER: One (1) Hour Response or Less \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

CELL PHONE NUMBER: \_\_\_\_\_

EMERGENCY NUMBER: \_\_\_\_\_  
(For non working hours including weekends and holidays)

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

NAME OF NON-WORKING SUPERVISOR: \_\_\_\_\_

NAME OF IRRIGATION SPECIALIST: \_\_\_\_\_

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

NUMBER OF EMPLOYEES ASSIGNED TO JOB SITE: \_\_\_\_\_

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

PRINT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**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:

[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.**

<b>Primary Owner of the Firm*</b> (51% ownership or more)	<input type="checkbox"/> Male <input type="checkbox"/> Female    or	<input type="checkbox"/> Sole Proprietorship <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):

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:**

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**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:

**EQUAL BENEFITS ORDINANCE  
CERTIFICATION OF COMPLIANCE**

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

**CONTRACT INFORMATION**

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

**SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS**

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

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

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

**CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION**

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

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

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]

Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**FOR OFFICIAL CITY USE ONLY**

Receipt Date: \_\_\_\_\_ EBO Analyst: \_\_\_\_\_

**EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)  
PROPOSER REQUIREMENTS**

**TABLE OF CONTENTS**

- I. City's Equal Opportunity Commitment
- II. Nondiscrimination in Contracting Ordinance
- III. Equal Employment Opportunity
- IV. Equal Opportunity Contracting
- V. Demonstrated Commitment to Equal Opportunity
- VI. List of Subcontractors
- VII. Definitions
- VIII. Certification
- IX. List of Attachments
  - AA. Work Force Report
  - BB. Subcontractors List
  - CC. Contract Activity Report

**I. City's Equal Opportunity Commitment.** The City of San Diego (City) is strongly committed to equal opportunity for employees and Subcontractors of professional service Proposers doing business with the City. The City encourages its Proposers to share this commitment. Prime Proposers are encouraged to take positive steps to diversify and expand their Subcontractor solicitation base and to offer consulting opportunities to all eligible Subcontractors.

**II. Nondiscrimination in Contracting Ordinance.** All Proposers and professional service providers doing business with the City, and their Subcontractors, must comply with requirements of the City's *Nondiscrimination in Contracting Ordinance*, San Diego Municipal Code Sections 22.3501 through 22.3517.

A. Proposal Documents to include Disclosure of Discrimination Complaints. As part of its bid or proposal, Proposer shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Proposer in a legal or administrative proceeding alleging that Proposer discriminated against its employees, Subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

B. Contract Language. The following language shall be included in contracts for City projects between the Proposer and any Subcontractors, vendors, and suppliers:

Proposer shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. Proposer shall provide equal opportunity for Subcontractors to participate in opportunities. Proposer understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.

- C. Compliance Investigations. Upon the City's request, Proposer agrees to provide to the City, within sixty (60) calendar days, a truthful and complete list of the names of all Subcontractors, vendors, and suppliers that Proposer has used in the past five (5) years on any of its contracts that were undertaken within County of San Diego, including the total dollar amount paid by Proposer for each subcontract or supply contract. Proposer further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's *Nondiscrimination in Contracting Ordinance*, Municipal Code Sections 22.3501 through 22.3517. Proposer understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Proposer up to and including contract termination, debarment and other sanctions for violation of the provisions of the *Nondiscrimination in Contracting Ordinance*. Proposer further understands and agrees that the procedures, remedies and sanctions provided for in the *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:  
SD Regional Minority Supplier Diversity Council:

DBE, WBE, MBE  
MBE, WBE

**IX. List of Attachments.**

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

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: \_\_\_\_\_

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

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

## MANAGING OFFICE WORK FORCE

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

## TYPES OF WORK FORCE REPORTS:

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

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

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

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

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

### **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**





**2012 YEARLY WORK SCHEDULE  
STONECREST VILLAGE MAINTENANCE ASSESSMENT DISTRICT**

**MEDIANS-LANDSCAPED**

<b>CAT. II</b>	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>APR</b>	<b>MAY</b>	<b>JUNE</b>	<b>JUL</b>	<b>AUG</b>	<b>SEPT</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>
<b>SUPERVISORY INSPECTION 52</b>												
<b>IRRIGATION INSPECTION 52</b>												
<b>LITTER REMOVAL 52</b>												
<b>WEED REMOVAL 26</b>												
<b>PRUNING TREES 3</b>												
<b>PRUNING SHRUBS/GC 12</b>												
<b>FERTILIZATION- COMPLETE 4</b>												
<b>FERTILIZATION- ORGANIC 2</b>												
<b>SWEEPING PAVERS/CONCRETE 26</b>												
<b>MULCH REPLACEMENT 2</b>												

**2012 YEARLY WORK SCHEDULE  
STONECREST VILLAGE MAINTENANCE ASSESSMENT DISTRICT**

**RIGHTS-OF-WAY LANDSCAPED W/TURF & TREES**

<b>CAT. IV</b>	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>APR</b>	<b>MAY</b>	<b>JUNE</b>	<b>JUL</b>	<b>AUG</b>	<b>SEPT</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>
<b>SUPERVISORY INSPECTION 52</b>												
<b>IRRIGATION INSPECTION 52</b>												
<b>LITTER REMOVAL 52</b>												
<b>WEED REMOVAL 26</b>												
<b>MOWING 52</b>												
<b>EDGING 52</b>												
<b>PRUNING TREES 3</b>												
<b>FERTILIZATION- COMPLETE 4</b>												
<b>FERTILIZATION- ORGANIC 2</b>												
<b>AERIFICATION 2</b>												
<b>SWEEPING SIDEWALK 52</b>												
<b>PET WASTE STATIONS 156</b>												

**2012 YEARLY WORK SCHEDULE  
STONECREST VILLAGE MAINTENANCE ASSESSMENT DISTRICT**

**RIGHTS-OF-WAY LANDSCAPED W/TREES, SHRUBS & GROUNDCOVER**

<b>CAT. V</b>	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>APR</b>	<b>MAY</b>	<b>JUNE</b>	<b>JUL</b>	<b>AUG</b>	<b>SEPT</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>
<b>SUPERVISORY INSPECTION 52</b>												
<b>IRRIGATION INSPECTION 52</b>												
<b>LITTER REMOVAL 52</b>												
<b>WEED REMOVAL 26</b>												
<b>PRUNING TREES 3</b>												
<b>PRUNING SHRUBS/GC 12</b>												
<b>FERTILIZATION- COMPLETE 4</b>												
<b>FERTILIZATION- ORGANIC 2</b>												
<b>MULCH REPLACEMENT 2</b>												

**2012 YEARLY WORK SCHEDULE  
STONECREST VILLAGE MAINTENANCE ASSESSMENT DISTRICT**

**SLOPE AREAS ADJACENT TO ROW'S LANDSCAPED W/TREES, SHRUBS & GROUNDCOVER & HARDSCAPE**

<b>CAT. VI</b>	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>APR</b>	<b>MAY</b>	<b>JUNE</b>	<b>JUL</b>	<b>AUG</b>	<b>SEPT</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>
<b>SUPERVISORY INSPECTION 52</b>												
<b>IRRIGATION INSPECTION 52</b>												
<b>LITTER REMOVAL 52</b>												
<b>WEED REMOVAL 26</b>												
<b>PRUNING TREES 3</b>												
<b>PRUNING SHRUBS/GC 12</b>												
<b>FERTILIZATION- COMPLETE 4</b>												
<b>FERTILIZATION- ORGANIC 2</b>												
<b>GYPSUM APPLICATION 2</b>												
<b>SWEEPING ASPHALT PATHS 52</b>												

**2012 YEARLY WORK SCHEDULE  
STONECREST VILLAGE MAINTENANCE ASSESSMENT DISTRICT**

**GUTTERS & CURBS**

<b>CAT. XI</b>	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>APR</b>	<b>MAY</b>	<b>JUNE</b>	<b>JUL</b>	<b>AUG</b>	<b>SEPT</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>
<b>SUPERVISORY INSPECTION 12</b>												
<b>LITTER REMOVAL 52</b>												
<b>WEED REMOVAL 12</b>												
<b>SWEEPING GUTTERS 26</b>												

**BROW DITCH**

<b>CAT. XIII</b>	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>APR</b>	<b>MAY</b>	<b>JUNE</b>	<b>JUL</b>	<b>AUG</b>	<b>SEPT</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>
<b>WEED REMOVAL 6</b>												
<b>CLEANING BROW DITCH 12</b>												

**STONECREST VILLAGE MAD  
WEEKLY SITE INSPECTION**

<b>TASK</b>	<b>CATEGORY II MEDIANS</b>	<b>CATEGORY IV ROW-TURF</b>	<b>CATEGORY V ROW-SHRUBS</b>	<b>CATEGORY VI SLOPES</b>	<b>CATEGORY XI CURB/GUTTER</b>	<b>CATEGORY XIII BROW DITCH</b>
SUPERVISORY INSPECTION						
LITTER REMOVAL						
WEED REMOVAL						
SWEEPING/CLEANING HARDSCAPE						
MOWING						
EDGING						
PRUNING TREES						
PRUNING SHRUBS						
FERTILIZATION COMPLETE						
FERTILIZATION ORGANIC						
FERTILIZATION GYPSUM						
AERIFICATION						
MULCH REPLACEMENT						
OTHER:						
SITE SPECIFIC TASK COMMENTS:	1)					
	2)					
	3)					
	4)					
	5)					
	6)					
	7)					
	8)					
	<b>Inspection by:</b>				<b>Date:</b>	

AREAS TO BE INSPECTIED AND REPORTED WEEKLY

MAJOR PROBLEMS/ISSUES TO BE REPORTED TO CONTRACT ADMINISTRATOR, TIM ROGERS @ (619) 685-1369 WITHIN 24 HOURS.



FRANCHISE UTILITY COMPANY ONLY  
MAY NOT BE SUBMITTED BY CONTRACTOR

City Use Only

AUTH. # \_\_\_\_\_

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. 10022719-12-W

Bid Closing Date: March 15, 2012  
@ 3:00 p.m.

Proposals for furnishing the City of San Diego with **Landscape for Stonecrest Village MAD.**

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

1. Delete the original page 9 through 14 and replace with the attached Addendum A page 9 through 14. (NOTE: Section II, paragraph C has been changed).
2. Delete the original page 31 and replace with the attached Addendum A page 31. (NOTE: Section II, paragraph E has been changed).
3. Delete the original page 53 and replace with the attached Addendum A page 53. (NOTE: Section II, paragraph E has been changed).
4. Delete the original page 54 and replace with the attached Addendum A page 54. (NOTE: Section II, paragraph E has been changed).
5. Delete the original page 56 and replace with the attached Addendum A page 56. (NOTE: Section II, paragraph E has been changed).
6. Add a three (3) page "Questions and Answers". (NOTE: This is for informational purposes only, and is not part of any resulting contract).

CITY OF SAN DIEGO PURCHASING & CONTRACTING DEPARTMENT

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

March 2, 2012

BB/yk

**C. SCHEDULE OF TASK COSTS**

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

Category II: Street Medians Landscaped with Trees, Shrubs, Groundcover, and Hardscape.  
Approximately 31,489 sq. ft.

TASK DESCRIPTION	CITY'S EST. HOURS	LABOR COST	MATERIALS COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
<b>CATEGORY II:</b>		Hourly Rate X Time				
• Supervisory Inspection	0.5				52	\$
• Irrigation Inspection	2				52	\$
• Litter Removal	1				52	\$
• Weed Removal	6				26	\$
• Pruning – Trees	8				3	\$
• Pruning – Shrubs and Groundcover	40				12	\$
• Fertilization - Complete	4				4	\$
• Fertilization – Organic	4				2	\$
• Sweeping Stamped concrete/Concrete Pavers	2				26	\$
• Mulch Replacement	40				2	\$

**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 IV: Rights-of-Way Landscaped with Turf, Trees, and Hardscape. Approximately 124,894 sq. ft.

TASK DESCRIPTION	CITY'S EST. HOURS	LABOR COST	MATERIALS COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
<b>CATEGORY IV:</b>		Hourly Rate X Time				
• Supervisory Inspection	1				52	\$
• Irrigation Inspection	2				52	\$
• Litter Removal	2				52	\$
• Weed Removal	8				26	\$
• Mowing	8				52	\$
• Edging	4				52	\$
• Pruning – Trees	16				3	\$
• Fertilization – Complete	8				4	\$
• Fertilization – Organic	8				2	\$
• Aerification	16				2	\$
• Sweeping – Sidewalks	4				52	\$
• Pet Waste Stations (8)	1.5				156	

**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: Rights-of-Way Landscaped with Trees, Shrubs, Groundcover. Approximately 80,111 sq. ft.

TASK DESCRIPTION	CITY'S EST. HOURS	LABOR COST	MATERIALS COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
<b>CATEGORY V:</b>		Hourly Rate X Time				
• Supervisory Inspection	1				52	\$
• Irrigation Inspection	2				52	\$
• Litter Removal	1				52	\$
• Weed Removal	12				26	\$
• Pruning – Trees	16				3	\$
• Pruning – Shrubs and Groundcover	72				12	\$
• Fertilization – Complete	8				4	\$
• Fertilization – Organic	8				2	\$
• Mulch Replacement	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: Slope Areas Adjacent to Rights-of-Way Landscaped with Trees, Shrubs, Groundcover, and Hardscape.  
Approximately 952,909 sq. ft.

TASK DESCRIPTION	CITY'S EST. HOURS	LABOR COST	MATERIALS COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
<b>CATEGORY VI:</b>		Hourly Rate X Time				
• Supervisory Inspection	1.5				52	\$
• Irrigation Inspection	13				52	\$
• Litter Removal	3				52	\$
• Weed Removal	28				26	\$
• Pruning – Trees	48				3	\$
• Pruning – Shrubs and Groundcover	250				12	\$
• Fertilization – Complete	96				4	\$
• Fertilization – Organic	96				2	\$
• Gypsum Application	96				2	\$
• Sweeping – Asphalt Paths	4				52	\$
• Pest Control – Bait Stations	6				12	

**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 XI: Gutters and Curbs. Approximately 19,592 ln. ft.

TASK DESCRIPTION	CITY'S EST. HOURS	LABOR COST	MATERIALS COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
<b>CATEGORY XI:</b>		Hourly Rate X Time				
• Supervisory Inspection	0.5				12	\$
• Litter Removal	1				52	\$
• Weed Removal	1				12	\$
• Sweeping – Gutters	4				26	\$

**TOTAL BID PRICE PER YEAR FOR CATEGORY XI:** \$ \_\_\_\_\_  
 (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 XIII: Brow Ditches. Approximately 4,105 ln. ft.

TASK DESCRIPTION	CITY'S EST. HOURS	LABOR COST	MATERIALS COST	TOTAL ONE (1) TIME COST	YEARLY FREQUENCY	YEARLY COST
<b>CATEGORY XIII:</b>		Hourly Rate X Time				
• Weed Removal	2				6	\$
• Cleaning - Brow Ditches	8				12	\$

**TOTAL BID PRICE PER YEAR FOR CATEGORY XIII:** \$ \_\_\_\_\_  
 (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.

Fertilization – Complete	Four (4) times a year, in March, June, September, and December, to promote healthy plant growth.
Fertilization – Organic	Two (2) times a year, in April and October, to promote health plant material.
Gypsum Application	Two (2) times a year, in March and September, to promote healthy plant growth.
Pest Control- Bait Stations	Prompt remedial action as necessary to maintain plant material in optimum condition. The contractor shall place bait stations strategically, and once a month refill them with Contrac Blox or equal for rodent control. <b>There are currently two stations in place on slope area.</b>
Fungicide or other Special Treatment	Prompt remedial action as necessary to maintain plant material in optimum condition.
Plant Replacement	As deemed necessary by Contract Administrator to replace plant material damaged or killed due to Contractor's negligence.
Sweeping – Asphalt Path	Once a week. All paved areas shall be swept to remove sand, dirt, and debris. Blowers may be used, if operated in a responsible manner.
Category XI: Gutters and Curbs.	
Supervisory Inspection	The non-working supervisor shall inspect <u>all</u> areas under the contract once a month 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	Once a week, to keep all areas litter free.
Weed Removal	Once a month, to maintain areas in a weed free condition.
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.

8. Estimated Hours

City staff estimates **10,412** 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.

9. 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 **\$46,084.24** in annual fertilizer (including gypsum) costs will be required by the 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 staff estimates over \$2,400 in annual mulch replacement cost or approximately 200 cubic yards per year. No manufactured wood.

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.

10. Staffing Requirements

a. On-Site, Working Field Supervisor

- (1) On-Site, Working field supervisor must have a minimum of three (3) years of experience overseeing all phases of landscape maintenance and personnel for a site of comparable square footage, scope of work, and plant materials. This individual must be able to communicate effectively with the Contract Administrator and with the public. The field supervisor shall have a cell phone in their possession for communication with the Contract Administrator.

- (2) A minimum of (1) qualified, competent field supervisor capable of discussing all matters pertaining to this contract with the Contract Administrator shall be on the job at all times work is being performed to provide necessary supervision and to ensure that work is completed as specified under the contract.
  - (3) 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.
  - (4) Field Supervisor shall have verifiable experience, knowledge, skills, and abilities in the identification of and proper maintenance practice for ornamental trees, shrubs, groundcover, grasslands, exotic weeds, and native plants for proper maintenance of all areas. A resume of the qualified field supervisor assigned to this contract must be submitted with this bid. Failure to do so may result in considering your bid as non-responsive.
- b. Adequate personnel must be assigned full time to this contract Monday through Friday, including an on-site Field supervisor, Irrigation Technician, and a crew to perform all other work.
  - c. The Contractor shall maintain a minimum of **five (5)** full-time employees, (**four** gardeners and one working field supervisor), during the working hours/days specified in this contract Monday through Friday, generally 7:00 AM to 3:30 PM with flexibility upon approval of the Contract Administrator. Contract Administrator will evaluate each contractor's time elements with respect to each bid, individual task and throughout each bid category. The contractor shall ensure that these elements, when calculated, meet the Contract Administrator's requirement of full-time labor. Upon award of contract, Contractor shall submit to Contract Administrator a complete list, including the full names of the employees assigned to the job site. Contractor shall replace any and all missing crew members with other fully competent employees for the same work day. There will be no exceptions unless approved by the Contract Administrator.
  - d. Contractor shall have a full crew on site Monday through Friday. Any missed labor hours due to weather conditions shall be deducted from the monthly invoice and clearly communicated to the Contract Administrator.

#### 11. Irrigation

- a. 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

13. Fertilization

The following are the fertilizer 50 lb. bag quantities per year per Category:

Category II.

Turf Supreme 16-6-8	4 bags
Milorganite 6-2-0	15 bags
Nitra King 22-3-9	3 bags
Pro-Green 12-4-6	5 bags

Category IV

Turf Supreme 16-6-8	15 bags
Milorganite 6-2-0	58 bags
Nitra King 22-3-9	11 bags
Pro-Green 12-4-6	21 bags

Category V

Turf Supreme 16-6-8	10 bags
Milorganite 6-2-0	37 bags
Nitra King 22-3-9	7 bags
Pro-Green 12-4-6	14 bags

Category VI

Turf Supreme 16-6-8	118 bags
Milorganite 6-2-0	442 bags
Nitra King 22-3-9	86 bags
Pro-Green 12-4-6	162 bags

**Gypsum**

Soil Buster 2-5-0 or equivalent: 305 bags.

14. Living Wage

This Contract's first Living Wage adjustment will be on July 1, 2013.

**Bid No. 10022719-12-W**  
**Questions and Answers**

Question 1:

Is the following area part of the bid area: Turf areas (+/- 10,000 sq. ft.) on each side of Stonecrest Drive, east of Daley Center Drive?

**Answer 1:**

**Those areas east of Daley Center Dr. are not part of the M.A.D. Nothing east of the Daley Center Dr. medians.**

Question 2:

Is the following area part of the bid area: The native plant area and slope west of the homes. If so, does this area use the same specification as other parts of Stonecrest Village MAD for fertilization. Note: Typically, Natives do not require fertilization. If Natives do require fertilization because of very poor soil, a low nitrogen fertilizer is typically used as high nitrogen fertilizers can be detrimental to the health of the plant. Please advise.

**Answer 2:**

**The slope along the Riparian asphalt 'Trail' behind the homes from the fences down to the asphalt road are maintained by the M.A.D. Also the slope on the opposite side of the asphalt down to the toe of the slope is maintained by the M.A.D.**

Question 3:

Is the following area part of the bid area: The park grounds? If so, what category is it included in?

**Answer 3:**

Park grounds are separate from the M.A.D. All common areas including the three sidewalk 'Paseos' leading from West Canyon Ave. to the Riparian Trail area, the Tennis Courts, and the two pool areas are not maintained by the M.A.D. The Stonecrest Master Association maintains them.

Question 4:

Is the following area part of the bid: The pool complex? If so, what category is it included in?

**Answer 4:**

**Park grounds are separate from the M.A.D. All common areas including the three sidewalk 'Paseos' leading from West Canyon Ave. to the Riparian Trail area, the Tennis Courts, and the two pool areas are not maintained by the M.A.D. The Stonecrest Master Association maintains them.**

**Question 5:**

Is the following area part of the bid: Trash container maintenance along back trail (emptying trash, liners)? If so, what category is it included in?

**Answer 5:**

The back areas- Riparian Trail area and Paseo trash cans and Doggie bag dispensers are maintained by the Stonecrest Master Association and are not part of the M.A.D. There are (8) eight locations on the Rights of Way along West Canyon Ave., Stonecrest Blvd. and Daley Center Dr. where the M.A.D. maintains Pet Waste Stations with attached trash receptacles.

**Question 6:**

Is the following area part of the bid area: Is the complex at the south end of West Canyon Avenue? If so, what category is it included in?

**Answer 6:**

**The complex at the south end of WCA is maintained by the Stonecrest Master Association.**

**Question 7:**

Where are the brow ditches located within the MAD. This is not shown on the plan.

**Answer 7:**

**Maps attached.**

**Question 8:**

The site plan that was handed out has no legend. Is this available?

**Answer 8:**

**Maps attached.**

Question 9:

Is the annual color located throughout the site an extra or included in the bid?

**Answer 9:**

**Annual color not maintained by M.A.D.**

Question 10:

Is the following furnished by the MAD or furnished by the contractor: The 40 Yd. dumpster at the south end of Daley Drive?

**Answer 10:**

**The 40 yd. dumpster is provided by the City, and is the responsibility of the Contract Administrator, not the Landscape Contractor.**

Question 11:

The bid states :

The Contractor shall maintain a minimum of four full-time employees, (three gardeners and one working field supervisor), during the working hours/days specified in this contract Monday through Friday, generally 7:00 AM to 3:30 PM with flexibility upon approval of the Contract Administrator. Contract Administrator will evaluate each contractor's time elements with respect to each bid, individual task and throughout each bid category. The contractor shall ensure that these elements, when calculated, meet the Contract Administrator's requirement of full-time labor. Upon award of contract, Contractor shall submit to Contract Administrator a complete list, including the full names of the employees assigned to the job site. Contractor shall replace any and all missing crew members with other fully competent employees for the same work day. There will be no exceptions unless approved by the Contract Administrator. In the past, this statement has been included in bids (total number of full-time employees on site and no exceptions). However, when the bid was awarded to the winning contractor, the winning bid amount was far less than the total amount it would have taken just to pay the minimum number of employees their wages ( LWO wage rate \* total yearly hours and required vacation, plus required federal and state taxes). The answer by the City to a submitted protest stated that the bid was awarded to the lowest bidder because these personnel requirements were just estimates. Please clarify the statement above and indicate whether this will be enforced.

**Answer 11:**

**Answer: Please check Addendum A for the correct number of personal for this contract. This is not the appropriate forma to address past city actions related to this clause and past protest. The City does consider the City Estimated hour and total dollars bid as one of the many factor in determining low, responsive, and responsible bidder before award of a contract.**

# 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. 10022719-12-W

Bid Closing Date: March 15, 2012  
@ 3:00 p.m.

Proposals for furnishing the City of San Diego with **Landscape for Stonecrest Village MAD.**

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

1. Delete the original page 31 and replace with the attached Addendum A page 31. (NOTE: Section III, paragraph C has been changed).
2. Delete "Campus Point" map attached in Addendum A and replace the attached two (2) page "Stonecrest" map. (NOTE: This is for informational purposes only.)

CITY OF SAN DIEGO PURCHASING & CONTRACTING DEPARTMENT

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

March 6, 2012

BB/yk

Fertilization – Complete	Four (4) times a year, in March, June, September, and December, to promote healthy plant growth.
Fertilization – Organic	Two (2) times a year, in April and October, to promote health plant material.
Gypsum Application	Two (2) times a year, in March and September, to promote healthy plant growth.
Pest Control- Bait Stations	Prompt remedial action as necessary to maintain plant material in optimum condition. The contractor <b>is responsible for service, as needed replacement and</b> shall place bait stations strategically, and once a month refill them with Conrac Blox or equal for rodent control. There are currently <b>fifty (50) stations</b> in place on slope area.
Fungicide or other Special Treatment	Prompt remedial action as necessary to maintain plant material in optimum condition.
Plant Replacement	As deemed necessary by Contract Administrator to replace plant material damaged or killed due to Contractor's negligence.
Sweeping – Asphalt Path	Once a week. All paved areas shall be swept to remove sand, dirt, and debris. Blowers may be used, if operated in a responsible manner.
Category XI: Gutters and Curbs.	
Supervisory Inspection	The non-working supervisor shall inspect <u>all</u> areas under the contract once a month 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	Once a week, to keep all areas litter free.
Weed Removal	Once a month, to maintain areas in a weed free condition.
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.

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

Maintenance Assessment District: Stonecrest Village M.A.D.  
 Vendor Name: TBD  
 Purchase Requisition #: 10022719  
 Contract Manager (GMM): Tim Rogers  
 Date of Request: December 9, 2011,

<u>Question</u>	<u>Department Response</u>
What is the contract for?	This contract will provide for ...Complete Landscape Maintenance of the designated Landscaped Medians, Rights-of-Way, and Landscape Easements (Slopes, Riparian Trail) within the Stonecrest Village M.A.D.
What is the dollar amount requested?	\$26,836.03
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, 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?	The MAD was formed in ...1996  The district provides services ... for Complete Landscape maintenance, and maintenance of Decorative Streetlights  The contract has been in place for 15 years.  No existing MAD has directly employed City staff for landscape maintenance purposes for at least 15 years, and probably longer (only known exception in the MAD program was the defunct Downtown (Centre City) MAD, which ceased operations in 2000).

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

Based on the representations made by the Department, this is

**APPROVED**

*De Khouri* (Khouri)

The City of San Diego  
**COMPTROLLER'S CERTIFICATE**

**CERTIFICATE OF UNALLOTTED BALANCE**

ORIGINATING

CC 3000005865

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: \_\_\_\_\_ \$8,900.63

Vendor: Contemporary Design Landscape

Purpose: To authorize expenditure for a phase-funded contract with Contemporary Design Landscape for landscape maintenance services within the Stonecrest Maintenance Assessment District.

Date: January 31, 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	200067	NON-PROGRAM		OTHR-00000000-CL	512134	1714	1714151628		\$8,900.63
TOTAL AMOUNT									\$8,900.63

FUND OVERRIDE

CC 3000005865

Bid No. 10022719-12-W

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: Contemporary Design Landscape

ADA/DBA: \_\_\_\_\_

Address (Corporate Headquarters, where applicable): 1413 Via Salerno

City: Escondido    County: San Diego    State: CA    Zip: \_\_\_\_\_

Telephone Number: (760) 480-9738    Fax Number: (760) 761-3582

Name of Company CEO: Franco Barnaba

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

Address: \_\_\_\_\_

City: \_\_\_\_\_    County: \_\_\_\_\_    State: \_\_\_\_\_    Zip: \_\_\_\_\_

Telephone Number: ( ) \_\_\_\_\_    Fax Number: ( ) \_\_\_\_\_

Type of Business: Landscape Maintenance and Construction    Type of License: C-27

The Company has appointed: Virginia Barnaba

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: 1413 Via Salerno, Escondido, CA 92026

Telephone Number: (760) 480-9738    Fax Number: (760) 761-3582

- 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 Contemporary Design Landscape

(Firm Name)

San Diego, CA hereby certify that information provided

(County) (State)

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

(Authorized Signature)

Franco Barnaba

(Print Authorized Signature Name)





DOCKET SUPPORTING INFORMATION  
CITY OF SAN DIEGO

DATE:

**EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION**

February 6, 2013

SUBJECT: Landscape Contract with Contemporary Design Landscape for Stonecrest Maintenance Assessment District (Bid Number 10022719-12-W) (1472)

**GENERAL CONTRACTOR INFORMATION**

Recommended Contractor: Contemporary Design Landscape (SLBE/Cauc/M)

**Action Amount: \$ 1,731,872 (not-to-exceed) (1 year with four 1-year extensions)**

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

Contemporary Design Landscape submitted a Work Force Report for their San Diego employees dated, March 15, 2012 indicating 2 employees in their Administrative Work Force and 5 employees in their Trade Work Force.

The firm has fewer than 15 employees in both categories and; therefore, is exempt from the employment category goals.

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**