

**Enhance La Jolla**  
**1131 Wall Street**  
**La Jolla, CA 92037**

**REQUEST FOR QUOTATION**

Quotation No.  
**ELJ 2017-01**

**Quotation Due Date:**  
**Friday, December 15, 2017 @ 4:00 p.m.**

Subject: Furnish Enhance La Jolla with **LANDSCAPE MAINTENANCE IN DESIGNATED AREAS WITHIN THE LA JOLLA MAINTENANCE ASSESSMENT DISTRICT**, as may be required for the balance of the fiscal year ending June 30, 2018 and for the fiscal year ending June 30, 2019, with options to renew for two (2) additional one (1) year periods, in accordance with the attached specifications.

**LICENSE REQUIRED: C-27 STATE OF CALIFORNIA  
SUBCONTRACTOR'S LICENSE.**

**NOTE: MANDATORY PRE-BID CONFERENCE AND SITE  
INSPECTION – SEE SECTION I.A FOR DETAILS.**

**FOR FURTHER INFORMATION CONCERNING THIS QUOTATION, PLEASE CONTACT:**

**JOE LACAVA**

Phone: (619) 972-4705

E-mail: [joe@lacavaconsulting.com](mailto:joe@lacavaconsulting.com)

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## I. BIDDING PROCESS

### A. PRE-BID CONFERENCE AND SITE INSPECTION

**The pre-bid conference is MANDATORY. Bidders are urged to conduct a site inspection.**

The pre-bid conference will be held at **southeast corner of Girard Avenue and Silverado Street, La Jolla, California, on Friday, November 10, 2017 at 1:30 p.m.** The site inspection will immediately follow the pre-bid conference.

Bidders are responsible for verifying site conditions and size of areas to be serviced. Failure to do so will not relieve the Subcontractor 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 Quotation, 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 Enhance La Jolla (ELJ) is not intended to be a substitute for, or a supplement to the independent verification by the Bidder to the extent such independent investigation of site conditions is deemed necessary or desirable by the Bidder. Bidder acknowledges that they have not solely relied upon ELJ furnished information regarding site conditions in preparing and submitting a Quotation.

For further information contact **Joe LaCava at [joe@lacavaconsulting.com](mailto:joe@lacavaconsulting.com) or (619) 972-4705**. Allow two (2) hours for the pre-bid conference and site inspection.

### B. SUBMITTAL

#### 1. DELIVERY

Quotation and required forms and information shall be mailed or delivered in a sealed envelope to:

Enhance La Jolla  
ATTN: Joe LaCava  
1131 Wall Street  
La Jolla, CA 92037.

The Quotation No. and due date/time must be referenced on the outside of the envelope (lower left corner). Quotes must be delivered or postmarked prior to 4:00 p.m. on the due date. Quotes delivered or postmarked after the due date/time may be subject to rejection. **Faxed bids will not be accepted.**

**The original and three (3) copies of bid, including any attachments, shall be submitted.**

2. FORMS AND INFORMATION TO BE SUBMITTED

**Failure to provide the required information and completed forms may be cause for the Quote to be rejected as non-responsive. All forms can be found in Section IV.**

- a. Cover Page
- b. Quote
- c. Schedule of Task Costs
- d. Licenses
- e. Bidder's References
- f. Bidder's Statement of Sub-Subcontractor
- g. Bidder's Statement of Financial Responsibility
- h. Subcontractor Standards Questionnaire
- i. Subcontractor Information Form
- j. Certification Survey

**C. QUOTE REVIEW**

ELJ reserves the right to select one or more Bidders for additional discussion before making a selection or to reject all Quotes.

**D. AWARD**

This contract will be awarded to the responsive and responsible Bidder whose Quote conforms to the solicitation and is considered to be most advantageous to ELJ, 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 ELJ, and any other factors which are in ELJ's best interest.

**E. QUOTATION RESULTS**

Quotation results **will not** be given out over the phone. To obtain quotation results, provide a self-addressed stamped envelope referencing the Quotation number. Envelopes may be submitted with the Quotation, or mailed separately to ELJ.

## II. TERMS AND CONDITIONS

### A. INITIAL CONTRACT PERIOD

The initial contract period will be for the balance of Fiscal Year 2018, ending June 30, 2018, and the entirety of Fiscal Year 2019, July 1, 2018 through June 30, 2019.

The contract award date is projected to be in January 2018.

The contract price for Fiscal Year 2018 shall be the initial Quotation, as provided in Section IV.B, pro-rated to the number of calendar days from the actual contract award date to June 30, 2018.

The contract price for Fiscal Year 2019 shall be the initial Quotation plus an automatic increase equal to the average percentage variant for the previous twelve (12) months in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the San Diego area, not to exceed 5%, granted on July 1, 2018.

### B. OPTION TO RENEW

After the initial contract period, ELJ may exercise an option to renew the contract up to two (2) 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 ELJ and the Subcontractor with such agreement to be confirmed within sixty (60) days of the expiration of the contract period. Either ELJ or the Subcontractor may decline to confirm the renewal of the contract for any reason whatsoever, which shall render the renewal option null and void.

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

The renewal shall be at the initial Quotation with an automatic increase equal to the average percentage variant for the previous twelve (12) months in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the San Diego area, not to exceed 5%, granted on the first anniversary of the contract.

If an increase beyond the automatic increase is requested, the Subcontractor shall provide detailed supporting documentation to justify the requested increase. The requested increase will be evaluated by ELJ and ELJ reserves the right to accept or reject. **ELJ will not grant option year increases beyond the automatic increase unless there is a material and substantive change in the scope of work and/or specifications.**



**C. MONTH TO MONTH EXTENSION**

ELJ may desire to extend a contract on a month-to-month basis upon expiration of the current contract period under the terms and conditions of the current contract unless modified in writing. The extension is contingent on a mutual agreement between ELJ and the Subcontractor with such agreement to be confirmed in writing prior to the expiration of the contract period.

The extension shall be at a monthly rate calculated as one-twelfth (1/12<sup>th</sup>) of the initial Quotation with an automatic increase equal to the average percentage variant for the previous twelve (12) months in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the San Diego area, not to exceed 5%, granted on the first anniversary of the contract.

**D. INFORMATION 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 Quotation to be rejected as non-responsive.**

- a. Insurance requirements as specified in Section II, paragraph F.
- b. Taxpayer Identification Number (W-9) as specified in Section II, paragraph M.

**E. INFORMATION REQUIRED PRIOR TO COMMENCEMENT OF WORK**

Prior to commencement of work, the following must be submitted to the Contract Administrator.

- a. The Work Schedule (use forms in Section IV.K)

**F. INSURANCE REQUIREMENTS**

All required insurance will be submitted to ELJ within ten (10) days of provisional award. **Failure to provide the insurance certificates within the time frame specified by ELJ shall be cause for the Quotation to be rejected as non-responsive.** Insurance shall be maintained by the Subcontractor in full force and effect during the entire period of performance under contract. Failure to do so shall be cause for termination of the contract.

All policies must have a **thirty (30) day non-cancellation clause** giving ELJ thirty (30) days prior written notice in the event a policy is canceled.

At the end of each contract year, ELJ reserves the right to review insurance requirements and to require more or less insurance depending upon assessment of the risk of exposure, the Vendor's past experience, and the availability and affordability of increased liability insurance coverage.

**Insurance coverage must be from an insurance carrier licensed in the State of California and rated “A” or better by the A.M. Best Key Rating Guide.**

The following coverage is required:

- **Commercial General Liability** for a minimum of one million dollars (\$1,000,000.00) each occurrence, and a minimum of two million dollars (\$2,000,000) in the aggregate.
- **Automobile Liability** for a minimum of one million dollars combined single limit (\$1,000,000.00 CSL).
- **Workers’ Compensation** coverage in accordance with the laws of the State of California as well as employer’s liability coverage with limits of at least \$100,000 per occurrence. **Policy must contain a Waiver of Subrogation of Rights against ELJ and the City of San Diego.**
- **Additional Insureds**  
Liability insurance shall name the following as Additional Insureds.
  - Enhance La Jolla and its officers, directors, employees, Subcontractors, agents and representatives.
  - City of San Diego and its elected officials, officers, employees, agents, and representatives.
  - The additional insured status must be reflected on endorsement form CG 2010, or equivalent.

**Listing as a certificate holder does not satisfy the Additional Insured requirement.**

**G. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

To the fullest extent permitted by law, the Subcontractor agrees to defend, indemnify, protect, and hold ELJ, the City of San Diego and their agents, officers, directors, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to ELJ’s, City of San Diego’s, or Subcontractor’s employees, agents, or officers which arise from, or are connected with, or are caused, or claimed to be caused by the acts, or omissions of Subcontractor and its agents, officers, or employees in performing, providing, manufacturing, or supplying the work, services, product, or equipment relating to this Quotation, and all expenses of investigating and defending against same; provided, however, that Subcontractor’s duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of ELJ or the City of San Diego, their agents, officers, or employees.

Notwithstanding anything herein to the contrary, the services provided under this contract will not give rise to, nor will be deemed or construed so as to confer any rights on any other party as a third party beneficiary or otherwise.

**H. SUSPENSION CLAUSE**

Due to circumstances beyond the control of ELJ, such as “Acts of God” (e.g., floods, earthquakes, etc.) or abandonment of site, (e.g., through sale, easements or transfer of ownership) it may be necessary for ELJ to suspend all, or a portion, of the remaining contract. The Subcontractor shall be notified in writing immediately of said suspension. Monthly invoices from the Subcontractor to the Contract Administrator shall be for the regular amount **less** that portion of the contract which has been suspended.

**I. CONTRACT MODIFICATIONS**

At any time during the contract, ELJ reserves the right to add or delete scope of services, frequency of service, and/or areas to be maintained. **All amendments to the contract require written authorization from ELJ.**

The contract specifications may be modified with the joint approval of the Subcontractor and ELJ. All modifications shall be confirmed in writing prior to implementation.

**J. GENERAL CONTRACT TERMS AND PROVISIONS**

Except as otherwise specified herein, the City of San Diego General Contract Terms and Provisions, dated November 8, 2016, are incorporated as part of this Quotation and any resulting contract by reference. The General Contract Terms and Provisions for Bids are available online from the City of San Diego at <https://www.sandiego.gov/sites/default/files/general-contract-terms-and-provisions.pdf> or via request from the City of San Diego’s Purchasing Division by calling (619) 236-6000.

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

In the event of any conflict between the City of San Diego General Contract Terms and Provisions and the terms and conditions included in this Quotation/proposal, the terms and conditions of this Quotation/proposal shall prevail.

**K. ADDENDA**

It is the Bidders’ responsibility to ensure that all addenda issued are incorporated in their Quotation submittal.

Failure to acknowledge and incorporate addenda will not relieve the Bidder of the responsibility to meet all terms and conditions of the specifications for the Quotation.

**L. EXCEPTIONS TO SPECIFICATIONS**

If a Bidder/Proposer takes any exception to any part of these specifications as written, or as amended by any Addenda subsequently issued, or the General Contract Terms and Provisions, they must do so in writing. Said exceptions must be submitted with the Quotation. Failure to do so will be construed as acceptance of all provisions of the specifications and General Contract Terms and Provisions.

**M. TAXPAYER IDENTIFICATION NUMBER**

I.R.S. regulations require ELJ to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide services or products to ELJ. This information is necessary to complete Form 1099 at the end of each tax year.

In order to comply with I.R.S. regulations, ELJ requires Vendor to provide a Form W-9 prior to award of contract. Failure to provide a completed Form W-9 within three (3) business days of ELJ's request may result in a Quotation being declared non-responsive and rejected.

**N. AUDIT AND INSPECTION OF RECORDS**

The Subcontractor, and any Sub-Subcontractor, shall make available upon request all records which in the opinion of ELJ or the City of San Diego are necessary to conduct an audit of this contract. Such records may include invoices, materials, payrolls, personnel records, and other data relating to all matters covered by this contract. The Subcontractor and Sub-Subcontractor shall retain such data and records for a period of not less than three (3) years following receipt of final payment. The Subcontractor shall make available all requested data and records at reasonable locations within the County of San Diego, at any time during normal business hours, and as often as ELJ and/or the City of San Diego deems necessary. If records are not made available within the County of San Diego, the Subcontractor shall pay ELJ's and/or the City of San Diego's travel costs to the location where the records are maintained. Failure to make requested records available for audit by the date requested will result in immediate termination of contract.

**O. ASSIGNMENT OF CONTRACT**

Subcontractor shall not assign this contract or any right or interest hereunder, without prior written consent of ELJ.

**P. DRUG-FREE WORKPLACE POLICY**

All ELJ projects are subject to the City of San Diego Council Policy No. 100-17, Drug-Free Workplace. This policy requires that all Subcontractors, consultants, grantees, and providers of non-professional services provide a drug-free workplace in accordance with the provisions contained therein.

The Drug-Free Workplace Policy is available from the City of San Diego online at (<https://www.sandiego.gov/purchasing/vendor/contractreqs>) or via request from the City of San Diego's Purchasing Division by calling (619) 236-6000 or email at [purchasing@sandiego.gov](mailto:purchasing@sandiego.gov).

By signing and/or authorizing the Quotation submittal, the Bidder/Proposer acknowledges that they have read and understood the meaning, intent, and requirements of said policy; acknowledge said policy is incorporated as part of this Quotation/proposal; certify that they have a drug-free workplace program in place that complies with said policy; and that Sub-Subcontractor agreements for this Quotation/proposal contain language which indicates the Sub-Subcontractor's agreement to comply with this policy.

**Q. AMERICANS WITH DISABILITIES ACT**

Every person or organization awarded a contract, lease, or grant by ELJ acknowledges and agrees that they are aware of and will comply with City of San Diego [Council Policy 100-04](#), adopted by Resolution No. 282153 relating to the federally mandated Americans with Disabilities Act (ADA). Subcontractors and Sub-Subcontractor will be individually responsible for their own ADA program.

In compliance with City of San Diego [Council Policy 000-03](#), adopted by Resolution No. 279130, sign language or oral interpreting services are available at pre-bid meetings and Quotation openings with a five (5) business day notice to ELJ.

**R. EQUAL EMPLOYMENT OPPORTUNITY**

Subcontractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Subcontractor shall provide equal opportunity in all employment practices. Subcontractor shall also ensure that their Sub-Subcontractors comply with the City of San Diego's Equal Employment Opportunity Program. Subcontractor agrees to be bound by the City of San Diego Equal Opportunity Ordinance (Municipal Code Chapter II, Article 2, and Division 27).

Subcontractor shall submit a Work Force Report or an Equal Employment Opportunity Plan, within five (5) days of being notified by ELJ.

For questions regarding the City of San Diego's Equal Employment Opportunity Program, contact the City of San Diego Equal Opportunity Contracting Office at (619) 533-4464.

**S. NONDISCRIMINATION IN CONTRACTING**

Subcontractor 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 Sub-Subcontractor, Vendors, or Suppliers. Subcontractor shall provide equal opportunity for Sub-subcontractors to participate in subcontracting opportunities. Subcontractor 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. This language shall also be included in construction contracts between the Subcontractor and any Sub-Subcontractor, Vendors, and Suppliers.

As part of its Quotation, Bidder shall provide to ELJ a list of all instances within the past ten (10) years where a complaint was filed or pending against Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, Sub-Subcontractor, Vendors, or Suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

Upon ELJ's request, Subcontractor agrees to provide to ELJ, within sixty (60) calendar days, a truthful and complete list of names of all Sub-Subcontractor, Vendors, and Suppliers that Subcontractor has used in the past five (5) years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Subcontractor for each subcontract or supply contract. Subcontractor further agrees to fully cooperate in any investigation conducted by ELJ pursuant to the City of San Diego's Nondiscrimination in Contracting Ordinance (Municipal Code Sections 22.3401 - 22.3417). Subcontractor 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 Subcontractor up to and including contract termination, debarment, and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. Subcontractor further understands and agrees that the procedures, remedies, and sanctions provided for in the Nondiscrimination Ordinance apply only to violations of said Nondiscrimination Ordinance.

For questions regarding the City of San Diego's Nondiscrimination in Contracting Ordinance, contact the City of San Diego Equal Opportunity Contracting Office at (619) 533-4464.

## **T. REQUIREMENTS RELATING TO EMPLOYEES**

Contractor shall hire, employ, discharge control, and supervise all personnel and labor necessary for performance of the duties described in this Agreement. Contractor shall use its best efforts to exercise reasonable care to select qualified, competent, and trustworthy employees. All employees shall be employees of Contractor and not ELJ. Contractor shall comply with all laws, ordinances, statutes, codes, and regulations including, without limitation, governmental anti-discrimination laws and the requirements of the American with Disabilities Act relating to employees and all requirements relating to employee tax, employee benefits, and other federal and state requirements. Contractor shall make whatever reports may be required by the state and federal governments relative to such taxes or deductions. All employees shall be covered under Contractor's Worker's Compensation insurance policy at Contractor's expense.

### **1. Living Wage**

The Contractor must comply with the City of San Diego Living Wage ordinance. If it is determined that the Contractor is not comply with living wage, any fees, costs or penalties associated with noncompliance will be paid for by Contractor. Contractor

shall provide payroll reports for all employees working on the contract showing compliance with Living, Wage requirements. Confidential employee information may be redacted. You may visit the following links for specific requirements.

<http://www.sandiego.gov/purchasing/programs/livingwage/>.

## 2. Prevailing Wage

Pursuant to SDMC section 22.3019, construction, alteration, demolition, repair, and maintenance work performed under this Agreement is subject to State prevailing wage laws. For construction work performed under this Agreement cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Agreement cumulatively exceeding \$15,000, the SubContractor and its sub-subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below. This requirement is in addition to the requirement to pay Living Wage pursuant to SDMC sections 22.4201 through 22.4245. SubContractor must determine which per diem rate is highest for each classification of work (i.e. Prevailing Wage Rate or Living Wage Rate), and pay the highest of the two rates to their employees. Living Wage applies to workers who are not subject to Prevailing Wage Rates.

- a. Compliance with Prevailing Wage Requirements. Pursuant to California Labor Code (Labor Code) sections 1720 through 1861, Subcontractor and its subcontractors shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.
- b. Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Subcontractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.
- c. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration

dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Contract.

- d. Penalties for Violations. Subcontractor and its subcontractors shall comply with Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed.
- e. Payroll Records. Subcontractor and its subcontractors shall comply with Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Subcontractor shall require its subcontractors to also comply with section 1776. Subcontractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Subcontractor is responsible for ensuring its subcontractors submit certified payroll records to the City.
- f. Apprentices. Subcontractor and its subcontractors shall comply with Labor Code sections 1777.5, 1777.6, and 1777.7 concerning the employment and wages of apprentices. Subcontractor shall be held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
- g. Working Hours. Subcontractor and subcontractors shall comply with Labor Code sections 1810 through 1815 including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1% times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of Labor Code sections 18 10 through 18 15.
- h. Required Provisions for Subcontracts. Subcontractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: Labor Code sections 1771, 1775, 1776, 1777.5, 18 10, 18 13, 18 15, 1860 and 1861.
- i. Labor Code Section 186 1 Certification. Subcontractor, in accordance with Labor Code section 3700, is required to secure the payment of compensation of its employees and by signing this Agreement, Subcontractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this agreement."



- j. Labor Compliance Program. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the Equal Opportunity Contracting Department at 619-236-6000.
- k. Higher Wage Rate Applies. Subcontractor is required to pay the highest applicable wage rate where more than one wage rate applies.

**U. TAXES**

The Subcontractor is an independent contractor and not the employee of ELJ. The Subcontractor shall be responsible for and shall pay any and all taxes, contributions, fees, social security, unemployment insurance, and other similar items, imposed directly or indirectly on account of its work, labor, material and services required under or relating to this Agreement. At no time shall there be an increase or escalation in the Subcontract Price on account of any such charge. The Subcontractor shall, on demand, substantiate that all taxes and other charges are being properly paid. If the Subcontractor is not required to pay in whole or in part any such tax which was included in the calculation of the Contract Price, then in such event the Contract Price shall be correspondingly decreased.

The Subcontractor's failure to pay any federal, state or local taxes or duties shall entitle ELJ to withhold any sums due to the Subcontractor under this Agreement, and if such taxes are not paid within 48 hours after ELJ has given written notice to the Subcontractor of such unpaid taxes, ELJ may forthwith terminate this Agreement without further liability to the Subcontractor.

**V. SUBCONTRACTOR STANDARDS**

This Quotation is subject to the Contractor Standards clause of the City of San Diego Municipal Code, Chapter 2, Article 2, and Division 32, adopted by Ordinance No. O-19383. The Contractor Standards Rules and Regulations are available at <http://www.sandiego.gov/purchasing> or by request from the Purchasing Division by calling (619) 236-6000. SubContractor understands and agrees that violation of Contractor Standards may be a material breach of Contract and may result in Contract termination, debarment, and other sanctions.

**W. DEFINITIONS**

“ELJ” or “Contractor” shall be construed to mean Enhance La Jolla.

“Contract Administrator” shall be construed to mean the designated ELJ representative(s) assigned to oversee the contract or the Contract Administrator’s designee.

“as directed”, “as required”, “as permitted”, “approved”, “acceptance”, or words of similar import. It shall be understood that the direction, requirement, permission, approval, or acceptance of the Contract Administrator is intended unless otherwise stated.

“Landscaping” shall mean groundcover, shrubs, and trees located within the public right of way. Some landscaping may be excluded by the Contract Administrator.

“Lane” means the improved public right of way more commonly known as public alleys.

“Litter” includes any refuse, rubbish, dead animals, animal remains, glass, metal, garbage, debris, dirt, filth, rubble, ballast, stones, earth, or pet waste matter, or any other thing of a like nature; larger than 75 mm in any direction.

“provide” shall be understood to mean “provide complete in place”, that is, “furnish and install”.

“pruning” shall include the practices sometimes referred to as “trimming”.

“shall” and “may” shall be understood to mean mandatory and permissive respectively.

“site” as used hereinafter shall be understood to mean the location receiving the service.

“Street” means the full width of the public right of way including the public landscaping, public sidewalk, public curb and gutter, and, city-owned trash cans. Unit of measure is “**blocks**” which are of variable lengths. Street shall include one side or both sides as specified. If one side only, the side is identified by direction assuming Girard Avenue runs due north and south.

“Subcontractor” shall be held to mean the Successful Bidder, Bidder or Proposer awarded this contract, and/or any person or Sub-SubContractor employed by the Subcontractor working under this contract.

**GENERAL REQUIREMENTS**

**X. SCOPE**

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

Maintenance shall include, but not be limited to landscape maintenance; watering of hanging flower baskets; and, all other maintenance required to maintain the areas included in this contract in clean, safe, attractive and useable condition.

**Y. CONTRACT PERIOD**

The initial contract period will be for the balance of Fiscal Year 2018, ending June 30, 2018, and the entirety of Fiscal Year 2019, July 1, 2018 through June 30, 2019.

The contract award date is projected to be in January, 2018.

The contract price for Fiscal Year 2018 shall be the initial Quotation pro-rated to the number of calendar days from the actual contract award date to June 30, 2018 (initial quotation/365 days times days remaining in FY2018).

The contract price for Fiscal Year 2019 shall be the initial Quotation plus an automatic increase equal to the average percentage variant for the previous twelve (12) months in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the San Diego area, not to exceed 5%, granted on July 1, 2018.

**Total Quotation shall be for one (1) year only.**

**Z. CONTRACT SITE LOCATIONS**

Contract sites to be maintained under the terms of this contract are limited to the public right of way of the streets listed below; including landscaped parkways, sidewalks, curbs and gutters:

<b>Street</b> <i>(Both Sides of Street unless otherwise noted)</i>	<b>Block Number</b>	
	<b>Zone 1</b>	<b>Zone 2</b>
Cave Street	-	1200, 1300
Coast Boulevard	1200	300, 400, 500, 600, 700, 800, 900, 1000, 1100
Coast Boulevard South	900, 1000	300, 400, 700, 800
Coast Walk Trail	-	1300
Cuvier Avenue	-	7500, 7600, 7700, 7800

<b>Street</b> <i>(Both Sides of Street unless otherwise noted)</i>	<b>Block Number</b>	
	<b>Zone 1</b>	<b>Zone 2</b>
Draper Avenue	7500	7600, 7700
Eads Avenue	7500	7600, 7700, 7800
Exchange Place	-	7700, 7800
Fay Avenue	7500, 7600, 7700, 7800	-
Girard Avenue	7500, 7600, 7700, 7800, 7900, 8000	7400
Herschel Avenue	7600, 7700, 7800, 7900	-
Ivanhoe Avenue	7900	7600, 7700, 7800
Ivanhoe Avenue East	-	7700
Jenner Street	8000	8100
Kline Street	700, 800, 900, 1000, 1100	-
La Jolla Boulevard	-	7500 (east side only), 7600
Park Row	-	1200, 1300, 1400, 1500
Pearl Street	500, 600, 700, 800, 900, 1000	-
Prospect Place	-	7800, 7900
Prospect Street	800, 900, 1000, 1100, 1200	400, 500, 600, 700
Silver Street	-	700
Silverado Avenue	800, 900, 1000, 1100	700, 1200
Torrey Pines Road	1000 (north half), 1100 (north half)	1000 (south half), 1100 (south half), 1200, 1300, 1400, 1500
Wall Street	1000, 1100	-
<b>Total Sides of Streets (each side)</b>	<b>88 blocks</b>	<b>105 blocks</b>

**AA. QUALITY OF WORK**

All work shall be performed in accordance with the best maintenance practices, and shall be in keeping with the high aesthetic level of the facilities being maintained. The Contract Administrator will inspect weekly all maintenance operations and approve or reject the work performed and methods or materials used. The Contract Administrator will approve Contractor invoices based on approved work and materials.

**BB. LICENSE AND PERMITS**

To perform the work described in these specifications, the Bidder must hold a valid C-27 State Contractor's License at time of Quotation and at all times during the course of this contract. Any Subcontractor holding a different license who feels qualified to submit a Quotation on this work must notify ELJ in writing at least seven (7) days prior to the Quotation opening. A review of the job will be made, and ELJ'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 Subcontractor must also hold a Pest Control Advisor's License or retain the services of a licensed Pest Control Advisor, and must be registered with the County Agriculture Commission. The Subcontractor must possess the above licenses prior to submitting their Quotation.

Any person providing direct supervision of new planting of trees, or pruning trees more than sixteen (16) feet above the soil must possess a valid arborist certification from the International Society of Arboriculture.

Obtaining and maintaining any and all required licenses and permits shall be at the Subcontractor's sole expense.

**CC. COMMUNICATION**

1. Company Representative

A company representative, authorized to discuss matters related to this contract, shall 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. Complaints and Emergency Response

The Subcontractor's representative assigned to this contract shall be equipped with a cellular phone to allow immediate contact by the Contract Administrator. The Subcontractor's representative shall be reachable by the Contract Administrator and be able to respond within one (1) hour between 7:00 a.m. and 4:00 p.m., Monday through Friday.

The Subcontractor 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.

**DD. SUBCONTRACTOR STAFFING**

1. Supervision

The Subcontractor 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 and approved by the Contract Administrator before implementing the change.

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, time and manner to be determined by the Contract Administrator upon award of this contract.

2. Physical Ability to Perform Work

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

3. Proper Conduct

The Subcontractor 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.

4. Uniforms

Landscaping staff shall work in neat and clean uniforms. The Subcontractor will furnish their employees, except Litter Control Personnel, 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)

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

5. Removal of Employee

The Contract Administrator may require the Subcontractor 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 ELJ.

6. Communication Skills

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

**EE. SUB-SUBCONTRACTOR(S)**

All persons assigned by the Subcontractor to this contract, including Sub-Subcontractor, will be considered as employees of the Subcontractor and the Subcontractor shall be held directly responsible for their work.

**FF. COMPLIANCE WITH THE LAW**

The Subcontractor shall comply with all applicable Federal, State of California, County and City of San Diego laws and regulations.

**GG. RESPONSIBILITY FOR DAMAGES**

The Subcontractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence of Subcontractor or Subcontractor's employees in connection with the performance of this work.

Subcontractor shall immediately report any hazards, damages, defects, leaks, power outages, or any other problems or irregularities to the Contract Administrator.

**HH. 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 Subcontractor at no cost to ELJ, and shall be as directed by the Contract Administrator.

Repairs to facilities shall be made immediately after damage or alteration occurs, unless otherwise directed.

- b. All portions of existing structures or facilities, including irrigation systems, which are damaged or altered by vandalism or theft shall, if so directed by the Contract Administrator, be repaired or replaced in kind and in an approved manner. Such work of this kind may be performed by the Subcontractor. **Authorization from the Contract Administrator must be obtained before such repairs are made, unless otherwise directed. Authorization, if given, will include the payment method and agreed to price using basic force account rates and loadings.**
- 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.

## **II. 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 Subcontractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this contract. Any hazardous conditions noted by the Subcontractor which are not a result of the Subcontractor's operations shall be immediately reported to the Contract Administrator.

### **JJ. HAZARDOUS MATERIAL/WASTE**

In areas covered by this contract, if the Subcontractor discovers illegally dumped debris which might reasonably be considered hazardous to the health and/or safety of Subcontractor, the public, the landscape environment and/or adjacent properties, shall implement 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 ELJ 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.



**KK. HERBICIDES AND PESTICIDES**

**The Subcontractor 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 Subcontractor'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.

**LL. LITTER AND TRASH**

All litter and trash, whether generated by Subcontractor's activities or accumulated as part of Litter Removal, Sidewalk and Gutter Sweeping, or Trash Collection shall be promptly removed and properly disposed of. The Subcontractor shall be responsible for paying any and all fees associated with the disposal of debris or trash accumulated under the terms of this contract.

Irrespective of Litter Removal or Sweeping Schedule, discovery of 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 Subcontractor upon notice or observation thereof.

**MM. FAILURE TO PERFORM SATISFACTORILY**

It is agreed and understood that if the Subcontractor fails to perform the work as specified herein, ELJ 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 Subcontractor.

ELJ 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 Subcontractor fails to take corrective action within the noted time frame on the Field Inspection Notice, ELJ 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.

Negligence on the part of the Subcontractor that 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 ELJ 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 Subcontractor unless cause to the contrary is substantiated to the satisfaction of the Contract Administrator.

**NN. PAYMENTS WITHHELD**

ELJ may withhold payment to such extent as may be necessary to protect ELJ from loss due to:

1. Work required in the specifications which is defective, incomplete, or not performed.
2. Claims filed against ELJ for damage caused by the Subcontractor's acts or omissions, or reasonable evidence indicating probable filing of such claims.
3. Failure of the Subcontractor to make payments properly to employees or Sub-Subcontractor for materials or labor.
4. A reasonable doubt that the contract can be completed for the balance then unpaid.

**OO. TERMINATION OF CONTRACT**

Should the Subcontractor fail to meet the specifications of this contract or perform the specifications in a manner deemed by ELJ to be unsatisfactory, ELJ may proceed with termination of the contract as stated under General Contract Terms and Provisions, Section 45.

**PP. METHOD OF PAYMENT/MONTHLY REPORTS**

The Subcontractor will be paid monthly, in arrears, for work performed satisfactorily under this contract. By the fifteenth (15<sup>th</sup>) of each month, the Subcontractor shall submit a detailed invoice and report of maintenance performed and materials used in the prior month. Billing shall be in accordance with the awarded contract prices, allowing for ELJ approved adjustments if any.

ELJ will use its commercially reasonable best efforts to pay the amount due to the Subcontractor within forty-five (45) days of such payment coming due.

**QQ. EXTRAORDINARY SERVICES**

**All extraordinary services (labor, equipment, and materials) must be approved in writing by the Contract Administrator prior to commencement of work.**

Subcontractor will not be paid for extraordinary materials or labor that has not been authorized in writing by the Contract Administrator.

**RR. GRAFFITI**

Subcontractor may charge extra for materials to remove or eradicate graffiti. Extraordinary services for graffiti removal must be approved in writing by the Contract Administrator prior to commencement of work.

**SS. NOISE ABATEMENT**

SubContractor shall operate, conduct, and/or do maintenance without violating the City's Noise Abatement Ordinance codified in the San Diego Municipal Code.

**TT. WATER CONSERVATION**

Water conservation shall be diligently practiced. Watering of Hanging Flower Baskets shall be done in a manner to minimize run-off or other wastage.

**UU. STORM WATER POLLUTION REGULATIONS**

All Subcontractors shall comply with San Diego Municipal Code Section 43.0301, Storm Water Management Discharge Control, and any and all Best Management Practice guidelines and pollution elimination requirements as may be established by the Enforcement Official, in performing or delivering services at ELJ and/or City of San Diego owned, leased, or managed property, or in performance of services and activities on behalf of ELJ regardless of location.

SubContractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution with City boundaries as adopted by the City Council on January 22, 22008, via Resolution No. 30335, as may be amended.

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

**VV. TRAFFIC CONTROL**

The Subcontractor shall conduct the work at all times in a manner which will not unreasonably interfere with pedestrian or vehicular traffic.

If the Subcontractor has no other option but to wholly or partially block a street, sidewalk, alley, or bikeway in order to conduct the required work, the Subcontractor 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 with ELJ and the City of San Diego prior to commencing work in the wholly or partially blocked area. Any required drawings, permits, and/or fees shall be at the sole expense of the Subcontractor. A sample form is included in IV.M.

### III. MAINTENANCE SPECIFICATIONS

#### A. GENERAL

Maintenance shall include, but not be limited to landscape maintenance; watering of hanging flower baskets; and, all other maintenance required to maintain the areas included in this contract in clean, safe, attractive and useable condition.

#### B. SCHEDULING OF WORK

##### 1. Regular Business Hours

The Subcontractor shall conduct maintenance work under this contract between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, except as noted below. The only exception shall be emergency repairs as directed by the Contractor Administrator.

##### 2. No Work on Holidays

No work, except emergency repairs, shall be performed on legal holidays, including but not limited to New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and, Christmas Day.

No work shall be performed on public spaces in use during a community event.

##### 3. Reduced Hours for Power Equipment

**Maintenance functions that generate excess noise, for example, power equipment, shall not be operated before 8:00 a.m. or after 4:00 p.m.**

##### 4. Work Schedule

The Subcontractor shall establish an annual schedule of work to be followed in the performance of this contract. **The Work Schedule 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.

##### 5. Operations Requiring Advance Notice

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

## 6. SERVICE FREQUENCIES

### a. Routine Tasks

<b>TASK</b>	<b>FREQUENCY</b>
Supervisory Inspection	Every two (2) weeks (26 times a year)
Hand Watering of Hanging Flower Pots	Zone 1: Once a week, as needed to keep plants in healthy condition.
Weed Control	Zone 1: Monthly Zone 2: Monthly
Edging	Zone 1: Monthly Zone 2: Monthly
Pruning - Trees	Zone 1: Two (2) times a year Zone 2: Two (2) times a year Except that all sucker growth is to be removed as it appears.
Pruning – Shrubs and Groundcover	Zone 1: Monthly Zone 2: Monthly Except that all sucker growth is to be removed as it appears.
Fertilization – Trees	Zone 1: Two (2) times a year (March and September) Zone 2: Two (2) times a year (March and September) To promote healthy plant growth.
Fertilization – Shrubs and Groundcover	Zone 1: Two (2) times a year (March and September) Zone 2: Two (2) times a year (March and September) To promote healthy plant growth.

### b. As Needed Tasks

<b>TASK</b>	<b>FREQUENCY</b>
Tree Watering	As needed at the direction of the Contract Administrator
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.

<b>TASK</b>	<b>FREQUENCY</b>
Plant Replacement	As deemed necessary by Contract Administrator to replace plant material damaged or killed due to Subcontractor's negligence or neglect.

**C. METHOD OF PERFORMING WORK**

1. Supervisory Inspection

The non-working supervisor shall inspect all areas under the contract at least once every two (2) weeks and submit a written punch list of deficiencies. All major problems shall be reported to the Contract Administrator within twenty-four (24) hours. Inspections by the non-working supervisor shall be performed on Monday in the presence of the Contract Administrator.

2. Hanging Flower Baskets

All hanging flower baskets shall be adequately hand watered to maintain the planting in a healthy condition. Frequent, light watering shall be avoided.

3. Landscape Maintenance

(a) 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.

Landscape Maintenance shall include plants in Hanging Baskets.

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, reciprocating hedge clippers, and line trimmers will not be allowed.

(b) Tree Maintenance

(i) Tree Pruning. 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. Pruning shall shape, train, and prevent encroachment into public thoroughfare/sidewalk or into other plant material,

prevent blockage of all street signs, and ensure that all driver and pedestrian sight lines are preserved or is in any manner deemed undesirable by the Contract Administrator. Prune to correct hazards and to remove all dead, diseased, or damaged limbs, as well as those limbs crossing or competing. The Subcontractor shall be responsible for all tree pruning. Pruning or trimming of trees sixteen feet (16') or more above the soil shall be done by, under the direct supervision of, a certified arborist. Trees shall not be topped. The Subcontractor 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.

**Tree pruning shall be scheduled as an enhancement to and coordinated with the City of San Diego's tree pruning. As of September 2017, the City schedules pruning of palm trees once every two years and all other trees once every seven years.**

(ii) Tree ties shall be inspected regularly and adjusted as necessary to prevent damage due to girdling and/or abrasion.

(iii) Trees that present an immediate safety hazard or have potential for private property damage shall be reported immediately to the Contract Administrator.

(iv) 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 Subcontractor shall be responsible for paying any and all fees associated with the disposal of tree debris under the terms of this contract.

(v) Replacement or new planting of trees shall be done under the direct supervision of a certified arborist. 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.

(vi) The Subcontractor shall be responsible for the complete removal and replacement of those trees lost due to Subcontractor's faulty maintenance or negligence, as determined by the Contract Administrator. Replacement shall be made by the Subcontractor in the kind and size of tree determined by the Contract Administrator, by no smaller than 24-inch box. 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.

(c) Fertilization

The Subcontractor shall notify 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 Subcontractor 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 Subcontractor 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 Subcontractor 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 ELJ and the Subcontractor's copy must be signed by the Contract Administrator, on site, before any material may be used.**

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

Fertilizers shall be applied at a rate of 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 with Best-Cote 15-5-7, 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 Subcontractor'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.

(d) 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 concrete and other ornamental groundcover, as shown in Service Frequencies Schedule (See Section III.B.6.a.)

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.

(e) Disease and Pest Control

The Subcontractor shall regularly inspect all landscaped areas for presence of disease, insect, or rodent infestation. The Subcontractor shall advise the Contract Administrator within four (4) days if disease, insect, or rodent infestation is found; Subcontractor shall identify the disease, insect, or rodent and specify control measures to be taken. Upon approval of the Contract Administrator, the Subcontractor 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 Subcontractor shall utilize all safeguards necessary during disease, insect or rodent control operations to ensure safety of the public and the employees of the Subcontractor, in accordance with current standard practices accepted by the State of California Department of Food and Agriculture. If Subcontractor is unable to control the pest or disease, a pest control company will be hired and the billing will be deducted from Subcontractor’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.**

(f) Replacement of Plant Material

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

(i) The Subcontractor 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 Subcontractor’s faulty maintenance or negligence. The size and species of replacement plant materials shall be in kind unless otherwise directed by the Contract Administrator.

(ii) Any plant damaged or lost through vehicular damage, theft, or vandalism shall be replaced in kind and size as approved by the Contract Administrator. ELJ will pay for labor at the Subcontractor’s extraordinary labor rate. Plant material shall be reimbursed to the Subcontractor at the wholesale cost of the plants required plus ten percent (10%) for the Subcontractor’s cost of handling.

(iii) 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, ELJ will pay for labor at the Subcontractor's extraordinary labor rate. Plant material shall be reimbursed to the Subcontractor at the wholesale cost of the plants required plus ten percent (10%) for the Subcontractor's cost of handling.

(iv) In order to ensure maximum healthy growth and overall aesthetic appearance of planted areas, it may be desirable to replace or supplement the mulch. The necessity or desirability of adding mulch shall be determined by the Contract Administrator. Where such mulch addition is to be made, ELJ will pay for labor at the Subcontractor's extraordinary labor rate. Mulch shall be reimbursed to the Subcontractor at the wholesale cost plus ten percent (10%) for the Subcontractor's cost of handling.

(g) Groundcover

Groundcover consists of 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.

(i) 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 not acceptable.** Reciprocating hedge clippers and line trimmers are not allowed for edging plant material. **All pruning and edging must be accomplished using hand pruners.**

(ii) 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.

(iii) 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 paragraph 7, Replacement of Plant Material.

(iv) Cultivation - The open soil between plants shall be cultivated where the planting permits.

4. Repair of Damage or Malfunction

Damage to or malfunction of any facility not specifically provided in this contract but otherwise observed by the Subcontractor shall be reported within twenty-four (24) hours to the Contract Administrator.

Repairs necessary to correct damage, malfunction, or an otherwise unsatisfactory condition not a result of Subcontractor's negligence and not a part of this contract shall be addressed at the discretion of ELJ.

5. Inspection

The Subcontractor 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.** Use the form provided in Section IV.L.

ELJ will conduct inspection of the work area to ensure that maintenance is adequate and that all work complies with these specifications. Discrepancies and deficiencies will be provided to the Subcontractor in writing and shall be corrected within the time frame specified. If the Subcontractor fails to take corrective action within the noted time frame, ELJ may withhold payment and/or proceed with termination of the contract.

6. Damaged City Property and Facilities

Any damaged sidewalks, curbs, gutters, city or ELJ trash receptacles, or other city property and facilities requiring repair shall be reported within twenty-four (24) hours to the Contract Administrator. Sidewalk safety hazards shall be barricaded immediately.

## **IV. FORMS**

**A. REQUEST FOR QUOTATION COVER PAGE**

**Enhance La Jolla  
1131 Wall Street  
La Jolla, CA 92037**

**REQUEST FOR QUOTATION**

Quotation No.  
**ELJ 2017-01**

**Quotation Due Date:**  
**Friday, December 15, 2017 @ 4:00 p.m.**

Subject: Furnish Enhance La Jolla with **LANDSCAPE MAINTENANCE IN DESIGNATED AREAS WITHIN THE LA JOLLA MAINTENANCE ASSESSMENT DISTRICT**, as may be required for the balance of the fiscal year ending June 30, 2018 and for the fiscal year ending June 30, 2019, with options to renew for two (2) additional one (1) year periods, in accordance with the attached specifications.

**LICENSE REQUIRED: C-27 STATE OF CALIFORNIA SUBCONTRACTOR'S LICENSE.**

**NOTE: MANDATORY PRE-BID CONFERENCE AND SITE INSPECTION – SEE SECTION I.A FOR DETAILS.**

Bidder/Company \_\_\_\_\_  
Federal Tax I.D. No. \_\_\_\_\_  
Street Address \_\_\_\_\_  
City \_\_\_\_\_  
State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Tel. No. \_\_\_\_\_ Fax No. \_\_\_\_\_  
E-Mail \_\_\_\_\_

Name \_\_\_\_\_  
[PRINT OR TYPE]  
Signature\* \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

**\*Authorized Signature:** *The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the company or organization to the terms of the Request for Quotation.*

**UNSIGNED BIDS WILL BE REJECTED.**

The following addenda are acknowledged and incorporated in this submittal: \_\_\_\_\_

This Quote is good for \_\_\_\_\_ calendar days.

Is the Bidder willing to accept the option to renew, subject to the conditions stated herein?  YES  NO

**B. QUOTE**

<b>Zone</b>	<b>Estimated Quantity</b>	<b>Unit of Measure</b>	<b>Description</b>	<b>Total Cost Per Zone Per Year</b>
1	26	Times/year	Supervisory Inspection	
1	61 pairs	Hanging Baskets	Planted baskets requiring hand watering	
1	88	Blocks (Each Side)	Landscape Maintenance. Including both sides of Coast Boulevard (1 block), Coast Boulevard South (2 blocks), Draper Avenue (1 block), Eads Avenue (1 block), Fay Avenue (4 blocks), Girard Avenue (6 blocks), Herschel Avenue (4 blocks), Ivanhoe Avenue (1 block), Jenner Street (1 block), Kline Street (5 blocks), Pearl Street (6 blocks), Prospect Street (5 blocks), Silverado Avenue (4 blocks), Wall Street (2 blocks). One side of Torrey Pines Road (2 blocks, north side only). Including Hanging Flower Baskets.	
2	26	Times/year	Supervisory Inspection	
2	105	Blocks (Each Side)	Landscape Maintenance. Including both sides of Cave Street (2 blocks), Coast Boulevard (9 blocks), Coast Boulevard South (4 blocks), Coast Walk Trail (1 block), Cuvier Avenue (4 blocks), Draper Avenue (2 blocks), Eads Avenue (3 blocks), Exchange Place (2 blocks), Girard Avenue (1 block), Ivanhoe Avenue (3 blocks), Ivanhoe Avenue East (1 block), Jenner Street (1 block), La Jolla Boulevard (1 block), Park Row (4 blocks), Prospect Place (2 blocks), Prospect Street (4 blocks), Silver Street (1 block), Silverado Avenue (2 blocks), and, Torrey Pines Road (4 blocks). One side of La Jolla Boulevard (1 block, east side only) and Torrey Pines Road (2 blocks, south side only).	
<b>TOTAL QUOTE FOR ONE YEAR CONTRACT:</b>				<b>\$</b>

EXTRAORDINARY SERVICES

Unit of Measure	Description	Hourly Cost
Hours	Extraordinary Services (Labor, Equipment, and Materials) as needed, assuming 4 hours minimum.	\$
Hours	Tree Watering , as needed at the direction of the Contract Administrator, assuming 4 hours minimum	\$

**C. SCHEDULE OF TASK COSTS**

1. 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. 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 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>
<b>Landscape Maintenance :</b>	\$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, in part, whether the Quotation is responsive. Bidder's may be required to justify their one (1) time cost based on ELJ's estimate of reasonable time to perform specific tasks and materials required.

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

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

2. Schedule of Task Cost

**Zone 1:** Public Streets subject to Hand Watering of Hanging Flower Pots and Landscape Maintenance.

<b>TASK DESCRIPTION</b>	<b>LABOR COST</b> (Hourly Rate x Hours)	<b>+</b>	<b>MATERIALS COST</b>	<b>=</b>	<b>ONE (1) TIME COST</b>	<b>FREQUENCY PER YEAR</b>	<b>YEARLY COST</b>	<b>YEARLY COST</b>
Supervisory Inspection						26		\$
Hand Watering of Hanging Flower Pots						52		\$
Weed Removal						12	\$	
Edging						12	\$	
Pruning – Trees						2	\$	
Pruning – Shrubs and Groundcover						2	\$	
Fertilization – Trees						2	\$	
Fertilization – Shrubs & Groundcover						2	\$	
<b>TOTAL QUOTE FOR ZONE 1:</b>								\$

(Enter Line Item Yearly Costs in Quote Form in Section IV.B.)

**Zone 2: Public Streets subject to Landscape Maintenance.**

<b>TASK DESCRIPTION</b>	<b>LABOR COST</b> <small>(Hourly Rate x Hours)</small>	<b>+</b>	<b>MATERIALS COST</b>	<b>=</b>	<b>ONE (1) TIME COST</b>	<b>FREQUENCY PER YEAR</b>	<b>YEARLY COST</b>	<b>YEARLY COST</b>
Supervisory Inspection						26		\$
Weed Removal						12	\$	
Edging						12	\$	
Pruning – Trees						2	\$	
Pruning – Shrubs and Groundcover						2	\$	
Fertilization – Trees						2	\$	
Fertilization – Shrubs & Groundcover						2	\$	
<b>TOTAL QUOTE FOR ZONE 2:</b>								\$

(Enter Line Item Yearly Costs in Quote Form in Section IV.B.)

**D. LICENSES**

	<b>License Number</b>	<b>Expiration Date</b>	<b>Name</b>
State of California Subcontractor License	Class: No.:		
Pest Control Applicator			
Pest Control Advisor			
Certified Arborist			
City of San Diego Business License			

**E. 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 ELJ 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:** \_\_\_\_\_

\_\_\_\_\_

**F. BIDDER'S STATEMENT OF SUB-SUBCONTRACTORS**

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

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

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

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

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

**Subcontractor's License #:** \_\_\_\_\_

**What portion of work will be assigned to this Sub-Subcontractor:** \_\_\_\_\_

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

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

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

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

**Subcontractor's License #:** \_\_\_\_\_

**What portion of work will be assigned to this Sub-Subcontractor:** \_\_\_\_\_

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

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

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

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

**Subcontractor's License #:** \_\_\_\_\_

**What portion of work will be assigned to this Sub-Subcontractor:** \_\_\_\_\_

**G. 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 ELJ 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 three (3) 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: \_\_\_\_\_

**H. SUBCONTRACTOR'S STANDARDS QUESTIONNAIRE**

**CONTRACTOR STANDARDS**

***Questionnaire***

On May 24, 2005, the Council of the City of San Diego adopted Ordinance No. O-19383. The intent of the Contractor Standards clause of San Diego Municipal Code §22.3224 is to ensure the City of San Diego and city-wide maintenance assessment districts conduct business with firms that have the necessary quality, fitness and capacity to perform the work set forth in the contract.

To assist ELJ in making this determination, each bidder/proposer must complete and submit the attached questionnaire with the bid/proposal. If a non-competitive process is used to procure the contract, the proposed contractor must submit this completed questionnaire prior to execution of the contract. Submitted questionnaires are public records 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 questionnaire responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, respondents must use the *Questionnaire Attachment "A"* and sign each page. The signatory of this questionnaire guarantees the truth and accuracy of all responses and statements. Failure to submit this completed questionnaire 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 ELJ an updated response within thirty (30) calendar days.

**A. PROJECT TITLE:**

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**B. BIDDER/CONTRACTOR INFORMATION:**

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Legal Name DBA

---

Street Address City, State, ZIP+4

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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 *Questionnaire 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 *Questionnaire 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 *Questionnaire Attachment "A"* if more space is required.



**Corporation**      Date incorporated: \_\_\_ / \_\_\_ / \_\_\_      State of incorporation: \_\_\_\_\_

List corporation's current officers:

President: \_\_\_\_\_

Vice President: \_\_\_\_\_

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:

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

List names of members who own five percent (5%) or more of the company:

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**Partnership**      Date formed: \_\_\_ / \_\_\_ / \_\_\_      State of formation: \_\_\_\_\_

List names of all firm partners:

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**Sole Proprietorship**      Date started: \_\_\_ / \_\_\_ / \_\_\_

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

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

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

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**Note:** Each member of a Joint Venture must complete a separate *Contractor Standards Questionnaire* 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 *Questionnaire 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 *Questionnaire 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 *Questionnaire Attachment "A"* to explain specific circumstances.

**F. PERFORMANCE HISTORY:**

1. In the past five (5) years, has your firm defaulted on a contract with a government agency?

Yes  No

If **Yes**, use *Questionnaire 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 *Questionnaire 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 or officer been found to have violated or been penalized for 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 *Questionnaire 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 *Questionnaire 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 *Questionnaire 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 *Questionnaire 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 questionnaire response is submitted as:

Update of prior *Contractor Standards Questionnaire* dated \_\_\_\_ / \_\_\_\_ / \_\_\_\_.

Initial submission of *Contractor Standards Questionnaire*.

**Complete all questions and sign below. Each *Questionnaire 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 questionnaire 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 Ordinance No. O-19383:

- (a) To comply with all applicable 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 Questionnaire* 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.

---

Print Name, Title

Signature

Date

**City of San Diego Purchasing Division  
CONTRACTOR STANDARDS**

***Questionnaire Attachment "A"***

Provide additional information in space below. Use additional *Questionnaire 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 Questionnaire* and that I am responsible for completeness and accuracy of responses on this *Questionnaire Attachment "A"* page and all information provided is true to the best of my knowledge.

---

Print Name, Title

Signature

Date

**I. SUBCONTRACTOR INFORMATION FORM**

SUBCONTRACTOR: \_\_\_\_\_

QUOTATION NUMBER: \_\_\_\_\_

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

CONTACT PERSON: 7:00 a.m. to 5:00 p.m. \_\_\_\_\_

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

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

PAGER NUMBER: \_\_\_\_\_

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 PESTICIDE USE SUPERVISOR: \_\_\_\_\_  
(Must possess Zone 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.**

**J. CERTIFICATION SURVEY**

**For Small, Ethnically and Culturally Diverse, Woman, Disadvantaged, Disabled Veteran, Or Other Businesses**

All Subcontractors are required to complete this form and return it with their Quotation package.

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

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

\_\_\_\_\_

Telephone No.: (\_\_\_\_\_) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

1. Subcontractor's company is **currently** certified as small, ethnically and culturally diverse, woman, disadvantaged, disabled veteran, or other business?  Yes  No

Certification Number/Agency: \_\_\_\_\_

2. Subcontractor's company has applied for certification?  Yes  No

If yes, which agency? \_\_\_\_\_

3. Subcontractor's company is an independently owned business?  Yes  No

4. Subcontractor's company is 51% or more owned by a socially, economically, disadvantaged individual\*?  Yes  No

5. SIC Code (if known): \_\_\_\_\_ NAICS (if known): \_\_\_\_\_

6. Number of Employees: \_\_\_\_\_

7. Annual Gross Receipts (three year average): \_\_\_\_\_

8. This is not an application for certification.

9. I certify that this information is correct: \_\_\_\_\_

Authorized Signature

(Date)

\* Black Americans, Native Americans, Hispanic Americans, Asian-Pacific Americans, Subcontinent Asian Americans, Women, any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA) at such time as the SBA designation becomes effective.

**K. MONTHLY WORK SCHEDULE**

**LA JOLLA MAINTENANCE ASSESSMENT DISTRICT**

<b>ZONE 1 TASKS</b>	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>APR</b>	<b>MAY</b>	<b>JUNE</b>	<b>JULY</b>	<b>AUG</b>	<b>SEPT</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>
<b>SUPERVISORY INSPECTION 52</b>												
<b>WATERING HANGING FLOWER BASKETS 52</b>												
<b>WEED REMOVAL 12</b>												
<b>EDGING 12</b>												
<b>PRUNING – TREES 2</b>												
<b>PRUNING – SHRUBS AND GROUND COVER 12</b>												
<b>FERTILIZATION – TREES 2</b>												
<b>FERTILIZATION – SHRUBS AND GROUND COVER 2</b>												

<b>ZONE 2 TASKS</b>	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>APR</b>	<b>MAY</b>	<b>JUNE</b>	<b>JULY</b>	<b>AUG</b>	<b>SEPT</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>
<b>SUPERVISORY INSPECTION 52</b>												
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<b>PRUNING – TREES 2</b>												
<b>PRUNING – SHRUBS AND GROUNDCOVER 12</b>												
<b>FERTILIZATION – TREES 2</b>												
<b>FERTILIZATION – SHRUBS AND GROUNDCOVER 2</b>												



**WEEKLY WORK SCHEDULE  
LA JOLLA MAINTENANCE ASSESSMENT DISTRICT**

	<b>MONDAY</b>	<b>TUESDAY</b>	<b>WEDNESDAY</b>	<b>THURSDAY</b>	<b>FRIDAY</b>
<b>7:00 a.m.</b>					
<b>8:00 a.m.</b>					
<b>9:00 a.m.</b>					
<b>10:00 a.m.</b>					
<b>11:00 a.m.</b>					
<b>12:00 p.m.</b>					
<b>1:00 p.m.</b>					
<b>2:00 p.m.</b>					
<b>3:00 p.m.</b>					
<b>4:00 p.m.</b>					
<b>5:00 p.m.</b>					

**L. SITE INSPECTION PUNCH LIST**

**LA JOLLA MAINTENANCE ASSESSMENT DISTRICT**

AREAS TO BE INSPECTED AND REPORTED EVERY 2 WEEKS.

MAJOR PROBLEMS SHALL BE REPORTED TO CONTRACT ADMINISTRATOR WITHIN TWENTY-FOUR (24) HOURS.

INSPECTED	COMPLETED	PROBLEM/COMPLETION DATE
SUPERVISORY INSPECTION		
WATERING HANGING FLOWER BASKETS		
WEED REMOVAL		
EDGING		
PRUNING :		
TREES		
SHRUBS		
GROUND COVER		
FERTILIZATION:		
TREES		
SHRUBS		
GROUND COVER		
OTHER:		
COMMENTS:		
Inspected By:		
Date:		

Date Contract Administrator (or Designee) Notified of Problem: \_\_\_\_\_

**M. STREET/SIDEWALK BLOCKAGE REPORT FORM**



FRANCHISE UTILITY COMPANY ONLY

MAY NOT BE SUBMITTED BY  
SUBCONTRACTOR

City of San Diego Use Only

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

BY: \_\_\_\_\_

YES  NO

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

**STREET/SIDEWALK BLOCKAGE REPORT FORM**

TO: CITY OF SAN DIEGO, TRAFFIC PERMITS SECTION

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

FROM (COMPANY): \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

SUB-SUBCONTRACTOR: \_\_\_\_\_

FAX NO.: \_\_\_\_\_

WE WILL BE WORKING ON THE FOLLOWING CITY STREET:

LOCATION: \_\_\_\_\_

BETWEEN: \_\_\_\_\_ AND \_\_\_\_\_

THOMAS BROS. INDEX – PAGE NO. \_\_\_\_\_

TYPE OF WORK: \_\_\_\_\_

- |                                                             |                                                             |                                                          |
|-------------------------------------------------------------|-------------------------------------------------------------|----------------------------------------------------------|
| <del>LANE CLOSURE</del> <input checked="" type="checkbox"/> | STREET CLOSURE <input type="checkbox"/>                     | <del>TRENCHING</del> <input checked="" type="checkbox"/> |
| SIDEWALK CLOSURE <input type="checkbox"/>                   | ALLEY CLOSURE <input type="checkbox"/>                      | FLAGGING <input type="checkbox"/>                        |
| PARKING LANE <input type="checkbox"/>                       | <del>DETOUR</del> _____ <input checked="" type="checkbox"/> |                                                          |

START DATE: \_\_\_\_\_ END DATE: \_\_\_\_\_

WORK DAYS: MONDAY THROUGH FRIDAY

(NO WORK ON SATURDAYS, SUNDAYS, OR HOLIDAYS UNLESS APPROVED AND NOTED IN "COMMENTS")

WORK HOURS: 8:30 A.M. TO 3:30 P.M. (UNLESS OTHER HOURS ARE PRE-APPROVED)

COMMENTS: \_\_\_\_\_

**FAX OR MAIL TO:**

CITY OF SAN DIEGO  
TRAFFIC CONTROL PERMITS SECTION  
1222 FIRST AVENUE, M.S. 502  
SAN DIEGO, CA 92101  
FAX NO. (619) 446-5294

MINIMUM OF FIVE (5) WORKING  
DAYS NOTIFICATION REQUIRED  
FOR CONSTRUCTION WORK  
WHICH AFFECTS TRAFFIC  
SIGNALS. CALL: (619) 446-5294

FOR QUESTIONS CALL: (619) 446-5294