



Good Neighbors

San Diego Housing Commission

REPORT

DATE ISSUED: August 22, 2006 REPORT NO: HCR 06-62
ATTENTION: Chair and Members of the Housing Commission ITEM: 101
For the Agenda of September 15, 2006
SUBJECT: Award of Contract for Tree and Shrub Maintenance (Citywide)

REQUESTED ACTION:

Award a contract to Aztec Landscaping, Inc for tree and shrub maintenance services at Housing Commission owned/managed properties located in the City of San Diego.

STAFF RECOMMENDATION:

- 1) Approve the award of a one-year contract to Aztec Landscaping, Inc. for \$113,830 with the option to renew for two (2) additional one-year periods.
- 2) Authorize the President & Chief Executive Officer to execute the contract (Attachment 1).

BACKGROUND:

The Housing Commission has an ongoing requirement for tree and shrub maintenance services at its office facility and residential sites.

DISCUSSION:

The work under this contract is to provide tree and shrub maintenance services at developments owned and/or managed by the San Diego Housing Commission, and at the office facility located at 1625 Newton Avenue. The scope of services of this contract includes, but is not limited to, pruning, trimming, removal, and clean-up.

FISCAL CONSIDERATIONS:

Funding for this contract is included in the FY07 Housing Commission budget previously approved by the Housing Authority on May 2, 2006. No local funds are required.

Certificate No.: 07- 032 Amount: \$113,830.00 Revenue Source: Various

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

On May 16, 2006, a Request for Proposals was issued for this work. Bid advertisements were placed in the *San Diego Union*, the *San Diego Daily Transcript*, *La Prensa* and the *Voice and Viewpoint*. In addition, 29 invitations were sent as outreach to landscaping contractors and four (4) packages were provided to plan rooms.

On June 1, 2006, a pre-proposal conference was conducted with five (5) firms in attendance. During the bid period a total of ten (10) bid packages were provided to interested contractors.



August 22, 2006

Award of Contract for Tree and Shrub Maintenance (Citywide)

Page 2

At bid closing on June 16, 2006, four (4) bids were received. Information on the submitted bids is outlined below:

<u>Bidder</u>	<u>Amount</u>	<u>Responsive Bidder</u>	<u>DBE</u>
Aztec Landscaping, Inc.	\$113,830	Yes	Yes
Perpetual Tree Care, Inc.	\$142,100	Yes	No
Anton's Tree Service, Inc.	\$398,710	Yes	No
California Tree Service, Inc.	\$400,738	Yes	No

ENVIRONMENTAL REVIEW:

This action is categorically exempt from the provisions of CEQA pursuant to State CEQA Article 19 Guidelines Section 15301 (existing facilities). It is also categorically excluded from the provisions of NEPA under the provisions of 24 California Code of Regulations 58.35(b). A Determination of Environmental Exemption and a Determination of Categorical Exclusion have been issued by the environmental review staff of the City of San Diego.

KEY STAKEHOLDERS & PROJECTED IMPACTS:

The Housing Commission is the owner and/or manager of 100% affordable public housing developments located throughout the City of San Diego. The completion of this contract will improve the site conditions for the residents at the developments. Aztec Landscaping, Inc. is a San Diego based landscaping company. Staff analysis indicates that Aztec has submitted the lowest reasonable and responsible bid, and is capable of performing this service. Aztec has successfully performed similar services for the Commission over the past seven years.

Respectfully submitted,

Steve Snyder
Director of Facilities

**Signature on File
With Original Document**

Approved by,

Elizabeth C. Morris
President & Chief Executive Officer

Attachment 1 - Contract

Attachment 1

SAN DIEGO HOUSING COMMISSION
AGREEMENT FOR
TREE AND SHRUB MAINTENANCE
WITH
AZTEC LANDSCAPING, INC.

THIS AGREEMENT, entered into the ____ day of _____ 2006,

between the Commission:

SAN DIEGO HOUSING COMMISSION
1625 Newton Avenue
San Diego, California 92113
(619) 231-9400

and the Contractor:

AZTEC LANDSCAPING, INC.
7980 Lemon Grove Way
Lemon Grove, CA 91945
(619) 464-3303

101. DESCRIPTION OF WORK

Contractor shall provide tree and shrub maintenance services to the Commission as generally described in the specifications/scope of services attached hereto.

102. CONTRACT ATTACHMENTS

The above services shall be performed in accordance with the following listed documents which are attached hereto and made a part hereof:

1. *General Provisions, Contract Attachment No. 1*
2. *Specifications/Scope of Service, Contract Attachment No. 2*
3. *Compensation Schedule, Contract Attachment No. 3*
4. *Certificate of Compliance, Contract Attachment No. 4*

103. TIME OF PERFORMANCE

All services required pursuant to this Agreement shall commence effective _____, 2006 through _____, 2007. The San Diego Housing Commission, at its discretion, may extend this contract for one (1) additional one (1) year period.

Attachment 1

104. COMPENSATION AND METHOD OF PAYMENT

a. Rates

For services performed under this Agreement, the Commission shall pay the Contractor at the rates set forth in Contract Attachment No. 3, "Compensation Schedule", attached hereto and made a part hereof.

b. Maximum Compensation

The total compensation for all services performed pursuant to this Agreement shall not exceed the sum of ONE HUNDRED THIRTEEN THOUSAND EIGHT HUNDRED THIRTY AND NO/100 DOLLARS (\$113,830.00). Contractor acknowledges that the Commission is under no obligation to compensate Contractor for services rendered or expenses accrued under this Agreement in excess of the maximum compensation specified above. It shall be the responsibility of the Contractor to monitor its activities to ensure that the scope of services specified in Contract Attachment No. 2 (Specifications) may be completed and no charges accrued in excess of the maximum compensation during the term of this Agreement. In the event that the work required cannot be completed within the amount specified, or it appears that the maximum compensation provided may be exceeded before the term of the Agreement expires, Contractor shall promptly notify the Commission.

Further, the COMMISSION may cancel the Agreement, without cause, by written notice to the Contractor at any time during the term of the Agreement, or any extension thereto, in the event that the COMMISSION and/or the Housing Authority of the City of San Diego fails to appropriate funds for the rendition of services set forth in this Agreement. This right to cancel is in addition to the rights of the Commission to terminate the Agreement as set forth in Section 214 of this Agreement.

c. Method of Payment

The Contractor shall submit a requisition to the Commission specifying the amount due for services performed by the contractor's staff. Such requisition shall: (1) reference the Contract number assigned hereto; (2) describe the services performed in detail, as specified in Contract Attachment No. 2; and (3) indicate the amount charged for the work performed. Such requisition for payment shall contain a certification by the Contractor specifying payment requested for work performed in accordance with the provisions of this Agreement. Upon approval of the requisition, the Commission shall make payment by approximately the thirtieth (30) day of a given month if the requisition is submitted to the Commission no later than the first (1st) day of said given month. Payments will be made to Contractor at the address given above.

105. NOTICES

Notices to the parties shall, unless otherwise requested in writing, be sent to the Commission and the Contractor at the addresses given above.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

Attachment 1

AZTEC LANDSCAPING, INC.	
By:	
	Signature
Title:	
	License Number
	Business Address
	7980 Lemon Grove Way Lemon Grove, CA 91945
SAN DIEGO HOUSING COMMISSION	
By:	
	Signature
Title:	
	Business Address
	<i>San Diego Housing Commission</i>
	<i>9550 Ridgehaven Court</i>
	<i>San Diego, CA 92123</i>

APPROVED AS TO FORM CHRISTENSEN SCHWERDTFEGER & SPATH LLP	
By:	
	Charles B. Christensen, Esq.
	General Counsel
	San Diego Housing Commission
Date:	

Attachment 1

CONTRACT ATTACHMENT NO. 1

200. GENERAL PROVISIONS

201. Status of Contractor

This contract calls for the performance of the services of the consultant as an independent contractor. Contractor will not be considered an employee of the Commission for any purpose.

202. Ownership of Materials and Documents

Any and all sketches, drawings and other materials and documents prepared by the Contractor shall be the property of the Commission from the moment of their preparation, and the Contractor shall deliver such materials and documents to the Commission whenever requested to do so by the Commission. However, the Contractor shall have the right to make duplicate copies of such materials and documents for his/her/its own file or for other purposes as may be authorized in writing by the Commission.

203. Non-Disclosure

The designs, plans, reports, investigations, materials, and documents prepared or acquired by the Contractor pursuant to this Contract (including any duplicate copies kept by the Contractor) shall not be shown or disclosed to any other public or private person or entity directly or indirectly, except as authorized by the Commission. The Contractor shall not disclose to any other public or private person or entity directly or indirectly, any information regarding the activities of the Commission during the term of this contract or at any time thereafter except as authorized by the Commission.

204. Conflict of Interest

- a. For the duration of this Contract, the Contractor will not act as a consultant or perform services of any kind for any person or entity which would conflict with the services to be provided herein, without the written consent of the Commission.
- b. A conflict occurs when circumstances, known to the Contractor, place the Commission and the Contractor's new client in adverse, hostile or incompatible positions wherein the interests of the Commission, the Authority, or the City of San Diego may be jeopardized. Contractor shall promptly notify the Commission in the event that such a conflict occurs.
- c. In the event of such a conflict, Contractor shall meet and confer with the Commission to agree upon modifications of its relationship with said new client or Commission in order to continue to perform services for said client and/or Commission without compromising the interests of either. Should no agreement regarding modification be reached, Commission may terminate its contract with Contractor.
- d. When consent has been given, Contractor shall endeavor to avoid involvement on behalf of said new client which would in any manner undermine the effective performance of services by Contractor for

Attachment 1

Commission. Under no circumstances may Contractor convey, utilize, or permit to be utilized, confidential information gained through its association with Commission for the benefit of any other client.

- e. Contractor agrees to alert every client for whom consent is required, to the existence of this conflict of interest provision and to include language in its agreement with said client which would enable Contractor to comply fully with its terms. This last paragraph shall not apply to existing clients of the Contractor for which Contractor has previously received the Commission's consent.
- f. This Agreement may be unilaterally and immediately terminated by the Commission if Contractor employs an individual who, within twelve (12) months immediately preceding such employment, in their capacity as a Commission employee, participated in negotiations with or otherwise had an influence on the selection of the Contractor.

205. Contractor's Liability

- a. The Contractor shall be responsible for all injuries to persons and for all damages to real or personal property of the Commission or others, caused by or resulting from the negligence of itself, its employees, or its agents during the progress of or connected with the rendition of services hereunder.
- b. Contractor shall indemnify and hold harmless the Commission, the Housing Authority of the City of San Diego, the City of San Diego, and all officers and employees of each agency from any and all liability, claims, costs (including reasonable attorney's fees), damages, expenses and causes of action:
 - 1. For damages to real or personal property, or personal injury to any third party resulting from the negligence of Contractor, its employees or its agents; or
 - 2. For any breach of any obligations, duties or covenants of Contractor under this Contract or transactions related to it.

206. Insurance

Contractor shall not commence work until Contractor has obtained, at its sole cost and expense, all insurance required under this Section. The insurance obtained must be approved by the Commission. Contractor agrees to the following:

- a. Contractor shall provide public liability and property damage insurance in the minimum amount of one million dollars (\$1,000,000) for injury to or death of one or more persons and/or property damage arising out of a single accident or occurrence, insuring against all liability of the Commission, Contractor, its Subcontractors and its authorized representatives, arising out of or in connection with the Contractor's performance of work under this Agreement.
- b. Contractor shall purchase and maintain in full force and effect workers' compensation insurance for contractors, subcontractors, employees and agents in form and amount acceptable to the Commission during the full term of this Contract.

Attachment 1

- c. Contractor shall provide automobile liability insurance on owned and non-owned motor vehicles used in the performance of services as detailed in the Scope of Services, both on site or in connection therewith for a combined single limit for bodily injury and property damage of no less than five hundred thousand dollars (\$500,000) per occurrence.
- d. All insurance required to be purchased and maintained by the Contractor shall name the Commission, the Housing Authority of the City of San Diego and the City of San Diego as additional insureds and shall contain cross-liability endorsements.
- e. The Contractor shall furnish to the Commission Certificates of Insurance evidencing the insurance carried in compliance with this Section. This Certificate shall contain a provision that at least thirty (30) days prior written notice will be given to the Commission in the event of cancellation, reduction or non-renewal of the insurance.

207. Correction of Work

The performance of services by the Contractor shall not relieve the Contractor from any obligation to correct any incomplete, inaccurate or defective work at no further cost to the Commission, when such inaccuracies are due to the negligence of the Contractor, provided such work has not been accepted in writing by an authorized representative of the Commission.

208. Equal Opportunity Programs

During the performance of this Contract, the Contractor agrees as follows:

- a. Contractor shall comply with all applicable local, state and federal Equal Opportunity Programs, as well as any other applicable local, state and federal law. Each month, the contractor will report to the project manager payments made to all vendors by month, contract to date and percentage of overall contract value.
- b. Contractor and each Subcontractor, if any, shall fully comply with and shall submit a Report of San Diego County Workforce Report and Certificate of Compliance with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, and any other applicable Federal and State law and regulations hereinafter enacted.
- c. Contractor shall not discriminate against any employee or applicant for employment because of race, color, age, religion, ancestry, gender, disability or national origin. Contractor shall ensure that applicants for employment and employees are treated equally without regard to their race, color, religion, ancestry, gender, disability or national origin.
- d. If any under-representation is found after submission of contractor's workforce report, the Commission may request an equal employment opportunity plan (EEOP). An acceptable plan to correct the identified underrepresented categories must be submitted within thirty (30) days. Once the EEOP has been approved by the Commission, the contractor must adhere to said plan. In the case of multi-year contracts, the contractor will be required to submit annual workforce reports and EEOP updates as requested.

Attachment 1

- e. Contractor understands that failure to comply with the above requirements and/or submitting false information in response to these requirements may result in penalties provided for in State and Federal law. In addition, the Contractor may, at the election of the Commission, be barred from participating in Commission projects for not less than one (1) year.

209. Cost Records

In accordance with generally accepted accounting principles, the Contractor shall maintain full and complete records of the cost of services performed under this Agreement. Such records shall be open to the inspection of the Commission or to the appropriate federal agencies after reasonable notice, and at reasonable times.

210. Subcontracting

- a. No services covered by this Contract shall be subcontracted without the prior written consent of the Commission.
- b. In order to obtain consent, Contractor shall submit a list of all potential subcontractors, and a description of work to be performed by each subcontractor, to the Commission. Once this list has been approved, no changes to the list will be allowed except by written approval of the Commission.
- c. The Contractor shall be as fully responsible to the Commission for the acts and omissions of his subcontractors, and of persons directly or indirectly employed by them, as he is for acts and omissions of persons directly employed by him.

211. Assignability

- a. The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or notation) without the prior written approval of the Commission.
- b. Claims for money due or to become due to the Contractor from the Commission under this Contract may be assigned to a bank, trust company, or other financial institutions, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commission.

212. Changes

The Commission may, from time to time, request changes in the Scope of Services of the Contract to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon, by and between the Commission and the Contractor, shall be incorporated into this Contract.

Attachment 1

213. Documents and Written Reports

The Contractor, when preparing any document or written report for or under the direction of the Commission or the City of San Diego, shall comply with the provisions of Government Code Section 7550; to wit,

- a. Any document or written report prepared for or under the direction of a state or local agency, which is prepared in whole or in part by non-employees of such agency, shall contain the numbers and dollar amounts of such contracts and subcontracts relating to the preparation of such document or written report; provided, however, that the total cost for work performed by non-employees of the agency exceeds five thousand dollars (\$5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.
- b. When multiple documents or written reports are the subject or product of the Contract, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

214. Termination

This Contract may be terminated by the Commission on thirty (30) days' written notice to the contractor, the effective date of cancellation being the 30th day of said written notice with no further action required by either party.

215. Attorneys' Fees and Costs

If any legal action or any arbitration or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Contract, the successful or prevailing Party or Parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

216. Entire Agreement

Contract represents the sole and entire agreement between the Commission and supersedes all prior negotiations, representations, agreements, arrangements or understandings, either oral or written, between or among the parties hereto, relating to the subject matter of this Contract, which are not fully expressed herein. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by a duly authorized representative of both the Commission and Contractor.

217. Partial Invalidity

If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

218. Contract Governed by Laws of State of California

Attachment 1

This Contract and its performance and all suits and special proceedings under this Contract shall be construed in accordance with the laws of the State of California. In any action, special proceeding, or other proceeding that may be brought arising out of, under, or because of this contract, the laws of the State of California shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.

219. Interest of Member of Congress

No member or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise therefore, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

220. Interest of Current or Former Members, Officers, Employees

No member, officer or employee of the Commission, no member of the governing body of the locality in which the work is situated, no member of the governing body in which the Commission was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the assignment of work, shall, during his or her tenure, or for one (1) year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof. Any violation of this section shall result in unilateral and immediate termination of this contract by the Commission.

221. Drug-free Workplace

Contractor shall certify to the Commission that it will provide a drug-free workplace and do each of the following:

1. Publish a statement notifying its employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined in schedules I-V of Section 202 of the Controlled Substance Act (21 U.S.C. 812) is prohibited in Contractor's workplace and specify the actions that will be taken against employees for violation of the prohibition.
2. Establish a drug-free awareness program to inform employees about all of the following:
 - a. *The dangers of drug abuse in the workplace.*
 - b. *The Contractor's policy of maintaining a drug-free workplace.*
 - c. *Any available drug counseling, rehabilitation and employee assistance programs.*
 - d. *The penalties that may be imposed upon employees for drug abuse violations.*
3. Post the statement required by subdivision 1 in a prominent place at Contractor's main office and at any job site large enough to necessitate an on-site office.

Attachment 1

222. Plan of Operation

The Contractor shall submit to the Contracting Officer a complete plan of operations. The Contractor is responsible for notifying the Contracting Officer of any changes to the plan of operations.

223. Labor Provisions

It is the responsibility of the Contractor to be fully aware of and comply with every requirement under Federal and State law pertaining to labor provisions.

224. Extension of Contract Term

- a. Provided, that the contractor is not in default under the terms of this Agreement, the Chief Executive Officer of the Commission, may extend the terms of the Agreement for a period, not to exceed ninety (90) days, on the same payment schedule, and terms and conditions, in effect on the date that the Agreement would otherwise have terminated, including the option period, if any. The option to extend the Agreement shall be at the Commission's discretion only, and may not be excised by the Contractor,
- b. The Agreement may not be extended for an aggregate period of more than ninety (90) days, but may be exercised in multiple "Notices of Extension," of not less than seven (7) days in duration, for each such notice. The Agreement may be extended by the Commission by delivery of a Notice of Extension in writing to the contractor and that the stated terms and conditions of the Agreement shall be adhered to by the Contractor and the Commission during the term of the extension.
- c. Nothing contained herein, however, shall require the Commission to exercise any option to extend the Agreement. During the extension of the Agreement, the Contractor shall provide the Commission with additional certificates of insurance, if necessary, covering the term(s) of the extension.
- d. Notice of Extension may be served by the Commission upon the contractor not earlier than sixty (60) days before the original termination date of the Agreement and not later than eighty-three (83) days after the original termination date of the Agreement. Nothing contained herein shall be construed as granting the contractor a right to compel the Chief Executive Officer of the Commission to exercise the option to extend the Agreement.
- e. The COMMISSION and Housing Authority of the City of San Diego hereby delegate the authority to the Chief Executive Officer of the COMMISSION to pay compensation to Contractor, during the option period, on a prorated basis, for any extension period, based upon the contract rate in effect on the date of the exercise of the extension.
- f. All contracts which are approved by the COMMISSION and/or Authority and include options for renewal may be renewed by the Chief Executive Officer or his/her designee at the previously stated terms for renewal. The Chief Executive Officer's authority to

Attachment 1

execute the option for renewal includes authorization to execute the required documents, identification of appropriate funding source and authorization of payment of funds for the continuation of services identified in the Scope of Services.

225. Statement of Economic Interest Disclosure Form (for consulting services only)

Contractor shall file a completed and executed Statement of Economic Interest Disclosure Form (Form 700), a copy of which is attached to this Agreement as Attachment No. 5, at the following times:

- a. Upon execution of contract;
- b. Annually on or before April 1 of each year;
- c. Within thirty (30) days after completion of the contract.

Said form will be filed within ten (10) days of written notice from the Commission to the Contractor.

226. Conflict between Agreement and Attachments

To the extent that the provisions of the Agreement and the Attachments and Schedules conflict, the following order of construction shall apply:

- a. To the extent that the Agreement and any Attachments or Schedules conflict, the terms and conditions of the Agreement shall prevail; and,
- b. To the extent that any Contract Attachment and any Schedule conflicts, the Contract Attachment shall prevail.

227. Section 3 Contract Clauses

- a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with part 135 of the regulations.
- c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site

Attachment 1

where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire; availability of apprenticeship and training positions; the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- d. The contractor agrees to include the Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- e. The contractor will certify that any vacant employment positions, including training positions, that are filled: (1) after the contractor is selected but before the contract is executed; and, (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with Section 3 covering Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment subcontracts shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

228. HUD Program-Specific Audit Requirement

24 CFR 45-1 requires that nonprofit institutions with combined receipts of Federal financial assistance and outstanding Federal direct, guaranteed or insured loan balances totaling three hundred thousand dollars (\$300,000) or more a year shall have an audit conducted in accordance with the requirement of OMB Circular A-133 or a program specific financial audit, depending on the amount of funds received and the number of programs. Nonprofit institutions having only outstanding HUD direct, guaranteed or insured loans that were made guaranteed or insured prior to the effective date of the part, are required to conduct audits in accordance with HUD program specific audit requirements.

229. Lobbying Provisions

Contractor hereby certifies to the Commission, under penalty of perjury, under the terms of applicable federal law, that at all applicable times before, during and after the term of the agreement, that:

- 1. No Federally appropriated funds have been paid or will be paid, by or on behalf of it,

Attachment 1

to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement;

2. If any funds other than Federally appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. Contractor will require that the above-stated language be included in the award documents for all subawards at all tiers, including subcontracts, subgrants, loans, contracts, and cooperative agreements concerning the subject matter of this Agreement; and
 4. Further, Contractor and all subrecipients, at all times, shall certify compliance with the provisions of 31 USC 1352 and any and all terms and conditions of the Byrd Anti-Lobbying Amendment, as amended from time to time.

Attachment 1

AZTEC LANDSCAPING, INC.	
By:	
	Signature
Title:	
	License Number
	Business Address
	7980 Lemon Grove Way Lemon Grove, CA 91945
SAN DIEGO HOUSING COMMISSION	
By:	
	Signature
Title:	
	Business Address
	<i>San Diego Housing Commission</i>
	<i>9550 Ridgehaven Court</i>
	<i>San Diego, CA 92123</i>

APPROVED AS TO FORM CHRISTENSEN SCHWERDTFEGER & SPATH LLP	
By:	
	Charles B. Christensen, Esq.
	General Counsel
	San Diego Housing Commission
Date:	

**CONTRACT ATTACHMENT NO. 2
SPECIFICATIONS/SCOPE OF SERVICES**

TREE & SHRUB MAINTENANCE

1.01 EMERGENCY NUMBERS AND CALL-OUTS

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

1. In the event that emergency work is required, the Contractor shall notify the Technical Services Manager or designee by telephone in advance before any emergency work is commenced.

2. In situations involving emergency after normal work hours, the Contractor shall dispatch qualified personnel and equipment to reach the site within two (2) hours. Contractor's vehicle shall carry sufficient equipment to effect safe control of traffic. When the Contractor arrives at the site, the Contractor shall set up traffic warning and control devices, if deemed necessary, and proceed to repair the system on a temporary basis.

3. The Contractor shall supply the San Diego Housing Commission with name(s) and phone number(s) of responsible person(s) representing the Contractor for 24 hour emergency response. The above mentioned information shall remain current at all times. Any changes shall be forwarded to the Housing Commission in writing within 12 hours of any such change. Failure to maintain emergency information current shall result in a \$100 penalty for each occurrence.

Emergency response defined:

As per Technical Services Manager or designee
By prior agreement
Public health/safety matters

Public health/safety matters include but are not limited to threats to private property resulting from the responsible Contractor's operations, fallen trees, natural disasters, etc.

1.04 DRESS CODE AND APPEARANCE

Attachment 1

All Contractor's personnel shall be required to wear uniforms bearing company name while on the project. Sufficient changes shall be provided to present a neat and clean appearance of personnel at all times. Uniform shall consist of a shirt and jacket with company name. Safety vests are not considered as part of the uniform but shall be required.

1.05 PROJECT INSPECTIONS

Upon request, the Contractor or his representative will walk the project with the Technical Services Manager or designee for the purpose of determining compliance with the Specifications or to discuss required work. Contractor representative must be authorized to sign documents and effect changes to the job.

1.06 SAFETY

Contractor shall be responsible for providing a safe work place, and compliance with standards and regulations of the California Occupational Safety and Health Act (CalOSHA), Federal Occupational Safety and Health Act (OSHA) , California Division of Industrial Safety Orders (CDIS), State of California Manual of Traffic Controls, California Department of Food and Agriculture (CDFA) Laws and Regulations, and any other applicable governmental law or San Diego Housing Commission risk management standards. Non-compliance with previously mentioned standards and regulations will result in a performance deficiency deduction.

1.07 TRAFFIC CONTROL

The Contractor shall notify local authorities of this intent to begin work at least five (5) days before work is begun. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make his own arrangements relative to keeping the working area clear of vehicles.

When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

The Contractor shall make every effort to keep commercial/residential driveways open during working hours. After working hours, all driveways shall be accessible with smooth and safe crossings through the construction area (State of California Traffic Manual or W.A.T.C.H. Book). Lighted sign or arrow board may be required as needed.

1.08 THE SAN DIEGO HOUSING COMMISSION'S RIGHT TO DO WORK

Attachment 1

The San Diego Housing Commission reserves the right to do work as required within the contract area. If such alterations affect the provision of this agreement, the Contractor will be asked to submit a cost as a result of the alterations.

1.09 COOPERATION/COLLATERAL WORK

1. The Contractor shall recognize that during the course of the contract other activities and operations will be conducted by the San Diego Housing Commission and other contractors. These activities will include but are not limited to: landscape refurbishment, irrigation system modification or repair, storm related operations, new construction and building renovation.

2. The Contractor may be required to modify or curtail certain operations and shall promptly comply with any request by the Technical Services Manager or designee.

1.10 NONPERFORMANCE

1. If the Technical Services Manager or designee does not approve of the performance of the Contractor, he may require a formal written report from the Contractor. Based upon the formal written report and such other facts the Technical Services Manager or designee may gather, he may determine that the Contractor has not performed the work satisfactorily under the provision of this contract, and the Contractor may not be paid for the period of "noncompliance." This pro-rate for each such day shall be based on the total contract amount for labor divided by the working days available.

2. In case of termination by the San Diego Housing Commission for nonperformance, the San Diego Housing Commission may contract or cause to be done any work not completed at the time of the termination, and the Contractor shall pay for such work.

3. If a noncredit status is imposed due to the Contractor's nonperformance and/or noncompliance to the specifications and requirements and provisions contained herein or any other work applicable under this contract, it is agreed that the San Diego Housing Commission withhold payment or partial payment of any and all invoices submitted by the Contractor for such period. This provision shall have no effect on any other rights the San Diego Housing Commission may have under this contract.

1.12 PROTECTION OF EXISTING FACILITIES AND STRUCTURES

Attachment 1

The Contractor shall exercise due care in protecting from damage all existing facilities, structures, and utilities both above surface and underground on the San Diego Housing Commission's property. Any damage to San Diego Housing Commission property deemed to be caused by the Contractor's neglect shall be corrected or paid for by the Contractor at no cost to the San Diego Housing Commission.

If the San Diego Housing Commission requests or directs the Contractor to perform work in a given area, it will be the Contractor's responsibility to verify and locate any underground systems, i.e., utility lines. This does not release the Contractor of the responsibility for taking reasonable precaution when working in these areas. Any damage or problems shall be reported immediately to the San Diego Housing Commission.

1.13 WORK NOT INCLUDED

Water and electrical billings, except in instances where excessive costs are incurred by the San Diego Housing Commission due to water waste or negligence by the Contractor, are not included within this contract. If the Technical Services Manager or designee, based upon all the facts he may gather, determines that excessive utility costs have occurred, the San Diego Housing Commission may withhold from the payment to Contractor those funds necessary to reimburse the San Diego Housing Commission for these additional costs.

1.14 CONTRACTOR NEGLIGENCE

Any damage to the San Diego Housing Commission's property which has been determined to be due to the Contractor's neglect shall be corrected at no additional cost to the San Diego Housing Commission. Loss of plant material due to improper care is also included.

1.15 SCHEDULING OF OPERATIONS

The Contractor shall perform his work at such times as to minimize disturbance or interference to resident convenience, pedestrian or vehicle circulation. Normal work hours shall be 8:00 a.m. to 5:00 p.m., Monday through Friday, **with the exception of commercial office building located at 1625 Newton Avenue wherein work shall be completed before 8:00 a.m. or after 5:00 p.m.** The Contractor shall submit a Site Maintenance Schedule describing maintenance operations and when work will be accomplished. Schedule shall be submitted quarterly and must be approved prior to starting any maintenance operations. Schedules are due on the first day of the months March, June, September and December. All forms and

Attachment 1

schedules shall be of a format supplied by, or approved by the San Diego Housing Commission.

1.16 SPECIFICATIONS AND PLANS

The work performed shall be done in accordance with the Standard Specifications for Public Works Construction, latest Edition, and those specifications included herein.

In case of conflict between all the aforementioned Specification in previous paragraph and this Specification, this Specification shall take precedence over and be used in lieu of such conflicting portions.

Where the plans or specifications describe portions of work in general terms, but not in complete detail, it is understood that the item is to be furnished and installed complete and in place and workmanship of the first quality is to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment, and incidentals and do all the work involved in executing the contract.

1.17 SOUND CONTROL REQUIREMENTS

The Contractor shall comply with all local sound control and noise level rules, regulations, and ordinances which apply to any work performed pursuant to the Contract.

Each internal combustion engine used for any purpose on the job or related to the job shall be equipped with a muffler of a type recommended by the manufacturer of such equipment. No internal combustion engine shall be operated on the project without said muffler.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

1.18 CONSTRUCTION/MAINTENANCE EQUIPMENT

The Contractor shall take all necessary precautions for safe operation of his equipment and the protection of the public from injury and damage from such equipment. All equipment deemed by the Technical Services Manager or designee to be unsafe, in disrepair or unsatisfactory, shall be repaired or replaced immediately.

Attachment 1

1.19 ADDITIONS/ DELETIONS TO SAN DIEGO HOUSING COMMISSION LANDSCAPE AREAS

Changes in the areas to be maintained may be made as the San Diego Housing Commission accepts new areas and/or relinquishes currently maintained areas. Any and all such changes shall only be made upon written notification in the form of a change order which shall clearly state the effective date of the change.

1.20 ADDITIONS/DELETIONS TO SAN DIEGO HOUSING COMMISSION GENERAL MAINTENANCE SPECIFICATIONS

The San Diego Housing Commission reserves the right to make additions, deletions, revisions, and/or otherwise modify the San Diego Housing Commission's Maintenance Specifications.

Any changes in the specification that causes the Contractor to suffer additional expenses may be negotiated upon written justification.

1.21 ADMINISTRATION

1. Periodic Services

- a. The Periodic Services, provided in these documents, indicates the time frames when items of work shall be accomplished.
- b. The Contractor shall submit revised schedules when actual performance differs substantially from planned performance.

2. Reports and Schedules

- a. The report and schedule forms, provided herein, indicate the major items of work and further delineate the time frames for accomplishment.
 - b. The Contractor shall provide and complete a schedule for each item of work and each area of work.
- c. The initial site maintenance schedule shall be submitted on or by the effective date of the contract. Thereafter it shall be submitted on the first day of the months, March, June, September and December.
- d. Failure to supply the site maintenance and weekly schedule shall result in the deduction and forfeit of One Hundred Fifty Dollars

Attachment 1

(\$150.00) from payments to the Contractor for every calendar day the reports or schedules are not received.

- e. Changes to the schedule shall be received by the Technical Services Manager or designee at least twelve (12) hours prior to the scheduled time for the work.
- f. Failure to notify of a change and/or failure to perform an item of work on a scheduled day may result in deduction of payment for that date or work even though the work is performed on a subsequent day.
- g. The Contractor shall adjust his schedule to compensate for all San Diego Housing Commission observed holidays.

3. Performance During Inclement Weather

- a. During the periods when inclement weather hinders normal operations, the Contractor shall adjust his work force in order to accomplish those activities that are not affected by weather.
- b. The prime factors in assigning work shall be the safety of the work force and damage to landscaping, in that order.
- c. Failure to adjust the work force to show good progress on the work may result in deduction of payments.

4. Performance On Schedule

- a. All work shall be completed on the day scheduled (as shown on the schedule). All schedules shall be pre-approved by the Technical Services Manager or designee.
- b. Failure to complete the work as scheduled or as specified herein will result in the following actions:

1) The sum of One Hundred Dollars (\$100) per day will be deducted and forfeit from payments to the Contractor for each instance where an item of work is not completed in accordance with the schedule or specifications.

Attachment 1

2) Deficiencies: an additional amount equal to the costs incurred by completion of the work by an alternate source whether it be San Diego Housing Commission forces or separate private contractor even if it exceeds the contract unit price will be deducted.

3) These actions shall not be construed as penalty but as adjustment of payment to the Contractor for only the work actually performed or as the cost to the San Diego Housing Commission for inspection and other related costs from the failure by the Contractor to complete the work according to schedule.

5. Deficient Performance

a. The Contractor shall be notified verbally or in writing each time performance is unsatisfactory and corrective action is necessary.

b. The Contractor shall complete corrective action within the following time frames subsequent to verbal notification:

1) Public Health and Safety issues (Risk Management) shall be corrected immediately upon notification from the Technical Services Manager or designee. These include, but are not limited to, policing San Diego Housing Commission property for hazards, responding to emergencies and providing adequate traffic control measures. Failure to protect Public Health and/or correct safety concerns will result in the deficiency deduction of Two Hundred Fifty Dollars (\$250) per occurrence.

3) Failure to provide adequate equipment resources in compliance with San Diego Housing Commission Specifications, and as directed by the Technical Services Manager or designee will result in a deficiency deduction of One Hundred Dollars (\$100) per day, per instance.

c. Failure to correct the deficiency within the time specified shall result in the deduction of payment as provided on Performance Deficiency Deduction Schedule.

d. Failure to comply with conditions, specifications, schedules and directives from the Technical Services Manager or designee will result in a deficiency deduction of One Hundred Fifty Dollars (\$150) per instance.

6. Resident Employment Opportunity

Hire and train Housing Commission residents to become maintenance workers. If there are four or more workers, twenty-five percent (25%) assigned to service Housing Commission residential sites shall be resident(s) of Housing Commission-

Attachment 1

owned properties. If less than four workers are so employed, at least one employee shall be a resident of Housing Commission-owned properties. The Housing Commission shall pay for the training of such employee(s) to the contractor's criteria. If no residents are interested in employment with the contractor this requirement shall be waived.

LANDSCAPE MAINTENANCE EQUIPMENT INVENTORY

The following equipment is to be included within the Contractors maintenance equipment inventory of operations for the San Diego Housing Commission. All equipment shall receive scheduled preventative maintenance to promote equipment reliability and ensure optimum performance at all times. All equipment is subject to San Diego Housing Commission approval. Any piece of equipment deemed unsatisfactory by the Technical Services manager or designee shall be repaired or replaced immediately.

TRIMMING AND PRUNING EQUIPMENT

1. Contractor shall provide a tree chipper equivalent of commercial capacity. Chipper shall operate from its own power source. Chipper shall be capable of ejecting wood chips and debris into attached truck bed.
2. Contractor shall provide a "chipping truck". Truck shall have hydraulic dump bed with fully enclosed sides, and partial top and rear gate capable of receiving chippings from attached tree chipper.

FACILITIES, EQUIPMENT AND REFERENCE EVALUATION

Pursuant with the San Diego Housing Commission's desire to maintain a high standard of excellence in landscape maintenance, the Housing Commission has developed a Facilities Equipment and Reference Evaluation to be completed prior to executing contract documents. In the event that the Contractor fails to meet the following criteria satisfactorily, and at the discretion of the Technical Services Manager, the bid may be rejected and not responsive bidder evaluated.

Each item will be evaluated and ratings will be given as satisfactory or unsatisfactory. If unsatisfactory ratings are given, a written comment will be included.

1. Equipment of Labor

Contractor shall provide at a facilities walk-through list of personnel satisfying minimum requirements to include a brief background including years of experience and licenses held (if applicable). Refer to labor summary for list of job titles.

Attachment 1

Rating:

Comments:

2. Equipment Inventory

Contractor shall provide a list of equipment showing manufacturer, width of implement, and age of equipment used for each contract area.

Rating:

Comments:

3. Facilities Evaluation Rating

The San Diego Housing Commission will evaluate the following:

Rating

Radio Communications
(number of vehicles with trunked
radio or mobile phones)

Paging System
(number of employees with pagers,
message or phone number only)

Truck Fleet

Contractor's Yard

4. References

Contractor shall provide the San Diego Housing Commission with references to contact which substantiate comparable landscape duties within a municipality.

Rating:

Comments:

5. Summary Evaluation

Attachment 1

It is recommended that _____ contractor bid be:

_____ accepted _____ rejected

after evaluation of the foregoing criteria for satisfactory compliance.

Comments:

Evaluator/Title:

Date:

SPECIFIC REQUIREMENTS

2.01 SCOPE OF SERVICES

This specification establishes the standard for the maintenance of the landscaped areas for the San Diego Housing Commission.

The Contractor shall furnish all labor, equipment, materials, tools, services, and special skills required to perform the landscape maintenance as set forth in this specification and in keeping with the highest standards of quality and performance.

2.02 TREES

1. General

a. Trees shall be pruned as required to remove broken or diseased branches, or for safety. It shall be the Contractor's prime responsibility related to pruning to conduct a pruning program which will ultimately develop proper tree scaffolding, strength, and appearance consistent with the intended use. Before any work commences, the Contractor will prune one typical tree of each different species scheduled for pruning as an example. All major pruning operations shall be scheduled and approved by the Technical Services Manager or designee before work begins.

b. Trees which are included in routine maintenance:

1) Trees with spreads of less than twenty feet (20') and up to twenty-five feet (25') in height are to be trimmed by Contractor (Case One).

Attachment 1

2) Trees with spreads over twenty feet (20') and up to eighteen feet (18') in height shall be trimmed by Contractor (Case Two).

3) In all cases of height dispute, D.B.H. (diameter at breast height) shall be used to determine Contractor tree trimming obligations.

Case One: Maximum D.B.H. that constitutes Contractor responsibility 10".

Case Two: Maximum D.B.H. that constitutes Contractor responsibility 8-1/2".

c. Tree stakes, ties, and guys shall be checked and corrected as needed. Ties will be adjusted to prevent girdling. Remove unneeded stakes, ties, and guys as per Technical Services Manager's request. Replace broken stakes as required.

d. Topping trees will not be allowed without approval of the Technical Services Manager or designee. Pruning shall be done by those experienced and skilled in pruning techniques. All cuts shall be done using proper horticultural practices. Dressing wounds will not be allowed.

e. Prune trees along sidewalks to allow ten (10) foot clearance for pedestrians and fourteen (14) feet above curb and gutters for vehicular traffic.

f. Perform minor tree surgery as required.

g. Ailing or stunted trees which fail to meet expected growth expectations shall be brought to the attention of the Technical Services Manager or designee.

h. Under no circumstances will stripping of lower branches (raising up) of young trees be permitted. Lower branches shall be retained in a "tipped back" or pinched condition with as much foliage as possible to promote caliper retained growth (tapered trunk). If there are doubts or questions, contact the Technical Services Manager or designee.

Lower branches can be cut flush with trunk only after tree is able to stand erect without staking or other support.

i. Tree limbs shall be trimmed back to maintain a two (2) feet clearance from buildings. Tree limbs shall be trimmed back when overhanging building roof line.

Attachment 1

j. Trees shall be trimmed to maintain a three to four foot clearance around power lines.

k. Trees shall be trimmed on an emergency basis as needed.

l. Trees shall be trimmed to maintain clearance around security light and/or cameras.

m. **The Contractor shall be responsible to contact adjacent property owners regarding all tree limbs impinging on Housing Commission property and obtain written permission to trespass in order to accomplish removal of same.**

2.03 SHRUBS

1. General

a. Shrubs shall be pruned as required for safety, removal of broken or diseased branches, general containment, or appearance.

b. Prune shrubs to retain as much of the natural informal appearance as possible, consistent with intended use. Coordinate with Technical Services Manager or designee. No "Balling or Boxing" will be permitted.

c. Shrubs used as formal hedges or screens shall be pruned as required to present a neat appearance.

d. Remove any spent blossoms or dead flower stalks as required to present a neat clean appearance.

e. Shrubs and mounding shall not exceed 2 feet in height within areas required for vehicular sight distance depending upon roadway topography.

f. Shrubs shall be trimmed to maintain clearance from gas meters, electrical panels, electrical entry doors etc.

h. Shrubs shall be trimmed to maintain clearance around irrigation boxes, irrigation backflows, irrigation controller boxes, etc.

i. Shrubs shall be trimmed to maintain clearance around security lights, handicap signs, speed designation signs, etc.

Attachment 1

- j. Shrubs shall be trimmed not to touch buildings.
- k. Shrubs shall be trimmed so as not to allow growth above the bottom of any windows of buildings.
- l. Shrubs shall be trimmed to keep from impeding foot traffic on all right of ways.
- m. **The Contractor shall be responsible to contact adjacent property owners regarding all shrubbery impinging on Housing Commission property and obtain written permission to trespass in order to accomplish removal of same.**

2.10 CLEAN-UP

1. At no time will it be allowed to blow grass debris into public streets or gutters without being swept or vacuumed clean. Debris generated from adjacent maintained landscape areas shall be the responsibility of the contractor to remove, (i.e. sidewalks, streets, gutters).
2. Contractor shall remove all debris resulting from the maintenance operations and dispose of it off-site at the time of occurrence.
3. All debris resulting from any of the Contractor's operations shall be removed and disposed of legally at the Contractor's expense. No debris will be allowed to remain at the end of the work day. All municipal Green Waste generated from Contractor's operations shall be diverted from County landfill to an approved reclamation site and processed for recycling.
4. All walkways will be kept clear/clean of debris. Care shall be taken not to create unnecessary hazards to foot traffic.

REPORTS AND SCHEDULES

The Contractor as part of this agreement, will submit reports and schedules as requested. Failure to submit reports and schedules in a timely manner may result in a delay of monthly payments or a performance deficiency deduction. Such reports must be detailed and thorough and may include, but not be limited to, the following:

1. Suggestions for improving problem areas.
2. Reports of work planned.

Attachment 1

3. Cost information to perform extra work for upgrading specific areas.
4. Maintenance Schedule(s):
 - a. Contractor shall provide a maintenance schedule to the Technical Services Manager or designee.
 - b. Notification of change in scheduled work must be received by the Technical Services Manager or designee at least 12 hours prior to the scheduled time for the work.

PERIODIC SERVICES

3.01 SERVICES DUE DECEMBER-FEBRUARY

1. Prune deciduous trees: Alders, Albizzias, and Sycamores before buds emerge. Quality of pruning shall be as described in the section on Pruning Quality Standards.

a. Alders in groves shall have mingling branches removed. Foliage shall be close to adjacent individuals, but not inside the other tree.

2. Prune the following as needed as to Pruning Quality Standards.

Abelia - also thin out old wood. Only new growth has flowers.

Junipers and Pines, December and January.

3.02 SERVICES DUE MARCH-MAY

1. Pruning of the following shall be for size and shape control:

Kaffir Boom Coral trees: Scaffold branches must be short and well branched. Long trunks, branching densely at ends, break by excess weight at a basal crotch.

3.03 SERVICES DUE JUNE-AUGUST

1. Pruning of the following shall be for size, shape and control as needed:.

Melaleuca,

3.04 SERVICES DUE SEPTEMBER-NOVEMBER

Attachment 1

1. Pruning of the following shall be for size and shape control. A need will be clarified by the Technical Services Manager or designee where there is doubt. The reference for need is in the Training and Pruning Quality Standards Section.

Eucalyptus in September before winds.

Ficus in September before winds.

Callistemon

Oak trees

Grevillea trees

Unlisted species as specified by the Technical Services Manager or designee.

PRUNING AND TRAINING QUALITY STANDARDS

1. Prune trees to maintain their characteristic shape, density, and texture. The natural appearance is an open, light textured perimeter of new foliage. The greatest density is in the interior and lower half. The center of gravity, or location of mass, is close to the center and close to the ground. This distribution fits a tree to withstand strong winds. Do not thin or "lace out" dense foliage except the outside branches. This is defoliation. Roots could die and create a weak tree that may die or blow over.

3. Prune out branches extending beyond the shape (foliage perimeter) of a tree. Prune to control size and shape. Bare scaffold branches with foliage only at ends will break in wind.

a. Cuts shall be inside perimeter of foliage almost flush with a parent branch. No butts or stubs are permitted. Old stubs with an outgrowth of multiple shoots shall be removed.

4. Prune off lower branches high enough for traffic clearance.

5. Cut out dead, crossing, rubbing branches, and v-shaped crotches.

6. Undercut branches over 2" in diameter before final cut is made close to a scaffold (main) branch. Shredded, torn, or ripped branches shall be recut cleanly.

Attachment 1

7. An exposed wound, as where a branch was removed, shall remain exposed. Do not paint or apply any substance on a wound. It heals faster, with less disease, than a covered wound.
8. Trees close together shall be separated by removal of intermingling branches. The exception is a large hedge or windbreak consisting of one species.
9. A young tree unable to stand upright in a Santa Ana wind shall be double staked. A tree too heavy for support by stakes shall have three equally spaced guy wires ties to immoveable stakes. The wire shall be on a 45° angle with the tree trunk.
 - a. Ties and guys shall always be tight and in place between stakes or tree trunk.
 - b. Loosen ties that are so tight they are almost starting to girdle a branch or trunk.
 - c. An immoveable trunk in wet soil is an indication it can stand without support. Remove stakes or guy wires.
10. Graphic descriptions on correct pruning and training of shrubs and trees is in University of California Publications by mail order. For address of catalogue, phone 714/447-7150.

Attachment 1

PERFORMANCE DEFICIENCY DEDUCTION

Notification to: _____

Date: _____ Time: _____ Method: _____

The following performance deficiency(ies) has been observed and requires immediate attention to correct.

Location: _____

Total Deduction: \$ _____

Please initiate the necessary corrective action(s) and notify the Technical Services Manager or designee when complete for re-inspection. The San Diego Housing Commission Representative will check deficient items and comment (if applicable) below.

- ___ 1. Failure to keep emergency information current; deduction of \$100 per occurrence
- ___ 2. Failure to supply weekly schedule; deduction of \$150 per day.
- ___ 3. Performance not on schedule; deduction of \$100 per day.
- ___ 4. Failure to protect Public Health and/or correct safety concerns; deduction of \$250 per occurrence.
- ___ 5. Failure to provide adequate equipment resources; deduction of up to \$100 per work day/per occurrence.
- ___ 6. Non-compliance with Conditions, Specifications, Schedules, Directives; deduction of \$150 per occurrence.
- ___ 7. Other _____

Comments _____

Technical Services Representative

Technical Services Manager or designee

Attachment 1

DESCRIPTION OF DEFICIENCIES

<u>Paragraph</u>	<u>Deficiency</u>	<u>Deduction</u>
1.01 (3)	Failure to keep emergency information current	\$100per occurrence
1.21 (B.4.)	Failure to supply reports and schedule	\$150 per day
1.21 (D.2.a.)	Performance not on schedule	\$100 per day
1.21 (E.2.b.)	Failure to protect Public Health and/or correct	\$250 per safety concerns occurrence
1.21 (E.2.c.)	Failure to provide adequate equipment resources	\$100per day/ per occurrence
1.21 (E.4.)	Non-compliance with Conditions, Specifications,	\$150 per Schedules, Directives occurrence

Attachment 1

AZTEC LANDSCAPING, INC.	
By:	
	Signature
Title:	
	License Number
	Business Address
	7980 Lemon Grove Way Lemon Grove, CA 91945
SAN DIEGO HOUSING COMMISSION	
By:	
	Signature
Title:	
	Business Address
	<i>San Diego Housing Commission</i>
	<i>9550 Ridgehaven Court</i>
	<i>San Diego, CA 92123</i>

APPROVED AS TO FORM CHRISTENSEN SCHWERDTFEGER & SPATH LLP	
By:	
	Charles B. Christensen, Esq.
	General Counsel
	San Diego Housing Commission
Date:	

Attachment 1

**CONTRACT ATTACHMENT NO. 3
COMPENSATION SCHEDULE**

SA# _____

BID QUOTATION SHEET

Compensation Schedule

SERVICE LOCATION

NORTH AREA

Service Location	# of Units	Monthly Cost April 1 – Sept 30	Monthly Cost Oct 1 – Mar 31	Total Amount Cost
<u>92102</u> 3280 A St.	2	<u>264.00</u>	<u>92.00</u>	<u>356.00</u>
<u>92103</u> 3501 First Ave. 4131 Maryland St.	22 24	<u>240.00</u> <u>264.00</u>	<u>88.00</u> <u>92.00</u>	<u>328.00</u> <u>356.00</u>
<u>92104</u> 2932 30th St. 3030 30th St. 3012 30th St. 3217 30th St. 4254 36th St. 3755 Alabama St. 4080 Arizona St 3974 Bancroft St. 3984 Bancroft St. 3850 Cherokee Ave. 4360 Cherokee Ave. 3083 Hawthorne 3125 Ivy 3755/57 Swift Ave. 4043 Wilson 4167 37 th Street	5 5 5 5 5 8 4 7 7 5 5 4 5 4 5 8	<u>240.00</u> <u>240.00</u> <u>240.00</u> <u>155.00</u> <u>240.00</u> <u>264.00</u> <u>240.00</u> <u>264.00</u> <u>264.00</u> <u>240.00</u> <u>264.00</u> <u>240.00</u> <u>240.00</u> <u>240.00</u> <u>240.00</u> <u>264.00</u>	<u>88.00</u> <u>88.00</u> <u>88.00</u> <u>88.00</u> <u>88.00</u> <u>92.00</u> <u>88.00</u> <u>92.00</u> <u>92.00</u> <u>92.00</u> <u>92.00</u> <u>88.00</u> <u>88.00</u> <u>88.00</u> <u>88.00</u> <u>92.00</u>	<u>328.00</u> <u>328.00</u> <u>328.00</u> <u>243.00</u> <u>328.00</u> <u>356.00</u> <u>328.00</u> <u>356.00</u> <u>356.00</u> <u>356.00</u> <u>328.00</u> <u>328.00</u> <u>328.00</u> <u>328.00</u> <u>328.00</u> <u>356.00</u>
<u>92107</u> 5071 Muir	8	<u>264.00</u>	<u>92.00</u>	<u>356.00</u>
<u>92109</u> 2701 Figueroa 2045 Grand Ave. 2644 Hornblend	6 5 5	<u>195.00</u> <u>264.00</u> <u>264.00</u>	<u>110.00</u> <u>92.00</u> <u>92.00</u>	<u>305.00</u> <u>356.00</u> <u>356.00</u>
<u>92110</u> 3222 Camulos St. 3919 Mason St. 4890 Naples 4095 Valeta	12 8 4 4	<u>503.00</u> <u>264.00</u> <u>240.00</u> <u>240.00</u>	<u>166.00</u> <u>92.00</u> <u>88.00</u> <u>88.00</u>	<u>669.00</u> <u>356.00</u> <u>328.00</u> <u>328.00</u>
<u>92111</u> 7777 Belden St. 7105 Eastman	243 36	<u>10,562.00</u> <u>3,216.00</u>	<u>4,116.00</u> <u>2,263.00</u>	<u>14,678.00</u> <u>5,479.00</u>

Attachment 1

SA# _____

BID QUOTATION SHEET

Compensation Schedule

SERVICE LOCATION

NORTH AREA

Service Location	# of Units	Monthly Cost April 1 – Sept 30	Monthly Cost Oct 1 – Mar 31	Total Amount Cost
<u>92111</u>				
7526 Fulton St.	31	<u>1382.00</u>	<u>1,012.00</u>	<u>2,394.00</u>
2326 E. Jewett	4	<u>259.00</u>	<u>83.00</u>	<u>342.00</u>
7085 Levant St	14	<u>364.00</u>	<u>442.00</u>	<u>806.00</u>
6511 Tait	4	<u>231.00</u>	<u>83.00</u>	<u>314.00</u>
2098 Via Las Cumbres	120	<u>3,469.00</u>	<u>4,858.00</u>	<u>8,327.00</u>
<u>92115</u>				
4560 Altadena	8	<u>240.00</u>	<u>83.00</u>	<u>323.00</u>
4416 Highland	8	<u>240.00</u>	<u>83.00</u>	<u>323.00</u>
7281 Saranac	7	<u>240.00</u>	<u>83.00</u>	<u>323.00</u>
<u>92116</u>				
4541 33rd St.	8	<u>240.00</u>	<u>83.00</u>	<u>323.00</u>
4632 33rd St.	5	<u>240.00</u>	<u>83.00</u>	<u>323.00</u>
4751 33 rd Street	8	<u>240.00</u>	<u>83.00</u>	<u>323.00</u>
4756 35th St.	4	<u>240.00</u>	<u>83.00</u>	<u>323.00</u>
4720 34th St.	4	<u>259.00</u>	<u>83.00</u>	<u>342.00</u>
4343 38th St.	5	<u>240.00</u>	<u>83.00</u>	<u>323.00</u>
4575 38th St.	8	<u>259.00</u>	<u>83.00</u>	<u>342.00</u>
4450 Georgia St.	8	<u>259.00</u>	<u>83.00</u>	<u>342.00</u>
4632 33rd St.	5	<u>240.00</u>	<u>83.00</u>	<u>323.00</u>
4637/43 Hamilton	8	<u>253.00</u>	<u>92.00</u>	<u>345.00</u>
2727 Meade Ave.	6	<u>234.00</u>	<u>92.00</u>	<u>326.00</u>
<u>92119</u>				
7891 Golfcrest Dr.	19	<u>253.00</u>	<u>92.00</u>	<u>345.00</u>
<u>92122</u>				
4055 Pulitzer Pl.	50	<u>179.00</u>	<u>359.00</u>	<u>538.00</u>
<u>92123</u>				
2766 Cardinal	2	<u>240.00</u>	<u>83.00</u>	<u>323.00</u>
2615 Genesee	11	<u>270.00</u>	<u>92.00</u>	<u>362.00</u>
8637 Glenhaven	4	<u>240.00</u>	<u>83.00</u>	<u>323.00</u>
8649 Glenhaven	4	<u>240.00</u>	<u>83.00</u>	<u>323.00</u>
8661 Glenhaven	4	<u>240.00</u>	<u>83.00</u>	<u>323.00</u>
8701 Glenhaven	4	<u>240.00</u>	<u>83.00</u>	<u>323.00</u>
8714 Hurlbut	4	<u>240.00</u>	<u>83.00</u>	<u>323.00</u>
8726 Hurlbut	4	<u>240.00</u>	<u>83.00</u>	<u>323.00</u>

Attachment 1

SA# _____

BID QUOTATION SHEET

Compensation Schedule

SERVICE LOCATION

NORTH AREA

92126

8792 Mira Mesa Blvd. 5

240.00

83.00

323.00

8816 Mira Mesa Blvd. 5

240.00

83.00

323.00

10101 Maya Linda Rd. 142

5,264.00

2,070.00

7,334.00

92130

12643 El Camino Real 45

2,617.00

1,371.00

3,988.00

TOTAL NORTH AREA

40,551.00

21,297.00

61,848.00

Attachment 1

SA# _____

BID QUOTATION SHEET
 Compensation Schedule
 SERVICE LOCATION
 SOUTH AREA

Service Location	# of Units	Monthly Cost April 1 – Sept 30	Monthly Cost Oct 1 – Mar 31	Total Amount Cost
<u>92102</u> 4451 Market St.	20	<u>2552.00</u>	<u>681.00</u>	<u>3,233.00</u>
<u>92105</u> 3010 39 th Street	2	<u>240.00</u>	<u>88.00</u>	<u>328.00</u>
3617 42nd St.	4	<u>240.00</u>	<u>88.00</u>	<u>328.00</u>
2420 44th St.	8	<u>264.00</u>	<u>92.00</u>	<u>356.00</u>
2628-30 44th St.	8	<u>264.00</u>	<u>92.00</u>	<u>356.00</u>
2716 44th St.	4	<u>296.00</u>	<u>88.00</u>	<u>384.00</u>
2734 44th St.	4	<u>296.00</u>	<u>88.00</u>	<u>384.00</u>
4078 47 th St.	4	<u>296.00</u>	<u>88.00</u>	<u>384.00</u>
3051 54th St.	7	<u>296.00</u>	<u>88.00</u>	<u>384.00</u>
4479 Altadena Ave.	8	<u>302.00</u>	<u>92.00</u>	<u>394.00</u>
4147 Chamoune Ave.	6	<u>264.00</u>	<u>88.00</u>	<u>352.00</u>
2477 Fairmount Ave.	4	<u>245.00</u>	<u>180.00</u>	<u>425.00</u>
4209 Juniper St.	20	<u>1,269.00</u>	<u>432.00</u>	<u>1,701.00</u>
4273 Juniper St.	24	<u>1,492.00</u>	<u>497.00</u>	<u>2,189.00</u>
4390 Maple St.	6	<u>321.00</u>	<u>92.00</u>	<u>413.00</u>
4050 Oakcrest	4	<u>245.00</u>	<u>88.00</u>	<u>333.00</u>
4180 Poplar St.	9	<u>274.00</u>	<u>92.00</u>	<u>366.00</u>
5326 Rex	4	<u>245.00</u>	<u>88.00</u>	<u>333.00</u>
5330 Rex	4	<u>245.00</u>	<u>88.00</u>	<u>333.00</u>
5955 Streamview	4	<u>245.00</u>	<u>88.00</u>	<u>333.00</u>
3630 Van Dyke	4	<u>245.00</u>	<u>88.00</u>	<u>333.00</u>
<u>92113</u> 2955 Boston	5	<u>245.00</u>	<u>88.00</u>	<u>333.00</u>
2883 Boston	5	<u>245.00</u>	<u>88.00</u>	<u>333.00</u>
1625 Newton Ave. Office Facility		<u>968.00</u>	<u>414.00</u>	<u>1,382.00</u>
<u>92114</u> 8505 Noeline	1	<u>220.00</u>	<u>74.00</u>	<u>294.00</u>
5974 Old Memory Lane	1	<u>220.00</u>	<u>74.00</u>	<u>294.00</u>
5359 Santa Margarita	32	<u>2,350.00</u>	<u>718.00</u>	<u>3,068.00</u>

Attachment 1

SA# _____

BID QUOTATION SHEET
 Compensation Schedule
 SERVICE LOCATION
 SOUTH AREA

Service Location	# of Units	Monthly Cost April 1 – Sept 30	Monthly Cost Oct 1 – Mar 31	Total Amount Cost
<u>92115</u>				
4225 44th St.	6	<u>259.00</u>	<u>92.00</u>	<u>351.00</u>
4261 45th St.	6	<u>259.00</u>	<u>92.00</u>	<u>351.00</u>
4566 51st St.	5	<u>234.00</u>	<u>88.00</u>	<u>322.00</u>
4286 48th St.	4	<u>234.00</u>	<u>88.00</u>	<u>322.00</u>
4207 Altadena Ave.	2	<u>234.00</u>	<u>88.00</u>	<u>322.00</u>
5385 Trojan Ave.	3	<u>234.00</u>	<u>88.00</u>	<u>322.00</u>
5316 Meade Ave.	30	<u>1,166.00</u>	<u>276.00</u>	<u>1,442.00</u>
<u>92116</u>				
4729 32nd St.	5	<u>253.00</u>	<u>88.00</u>	<u>341.00</u>
<u>92139</u>				
2325 Rachael St.	3	<u>240.00</u>	<u>88.00</u>	<u>328.00</u>
<u>92154</u>				
2381 Grove Ave.	41	<u>1,880.00</u>	<u>561.00</u>	<u>2,441.00</u>
1351 Hollister	20	<u>724.00</u>	<u>580.00</u>	<u>1,304.00</u>
605 Picador	78	<u>1,316.00</u>	<u>892.00</u>	<u>2,208.00</u>
4233 Stu Ct.	1	<u>212.00</u>	<u>166.00</u>	<u>378.00</u>
<u>92173</u>				
121 Averil Rd.	14	<u>479.00</u>	<u>189.00</u>	<u>668.00</u>
2005 Alaquinas	66	<u>4,747.00</u>	<u>3,611.00</u>	<u>8,358.00</u>
178 Calle Primera	70	<u>4,531.00</u>	<u>2,898.00</u>	<u>7,429.00</u>
402 Sycamore	24	<u>1,368.00</u>	<u>340.00</u>	<u>1,708.00</u>
391 Sycamore	41	<u>2,242.00</u>	<u>340.00</u>	<u>2,582.00</u>
281 Sycamore	24	<u>1,170.00</u>	<u>294.00</u>	<u>1,464.00</u>
TOTAL SOUTH AREA		<u>36,366.00</u>	<u>15,616.00</u>	<u>51,982.00</u>
GRAND TOTAL NORTH & SOUTH AREAS		<u>76,917.00</u>	<u>36,913.00</u>	<u>113,830.00</u>

Attachment 1

AZTEC LANDSCAPING, INC.	
By:	
	Signature
Title:	
	License Number
	Business Address
	7980 Lemon Grove Way Lemon Grove, CA 91945
SAN DIEGO HOUSING COMMISSION	
By:	
	Signature
Title:	
	Business Address
	<i>San Diego Housing Commission</i>
	<i>9550 Ridgehaven Court</i>
	<i>San Diego, CA 92123</i>

APPROVED AS TO FORM CHRISTENSEN SCHWERDTFEGER & SPATH LLP	
By:	
	Charles B. Christensen, Esq.
	General Counsel
	San Diego Housing Commission
Date:	

Attachment 1

**EQUAL OPPORTUNITY PROGRAM FOR CONTRACTORS DOING BUSINESS
WITH THE SAN DIEGO HOUSING COMMISSION**

The City of San Diego, the San Diego Housing Commission and the Housing Authority of the City of San Diego are committed to an Equal Opportunity Program pursuant to applicable Federal and State laws and regulations, which provides Equal Opportunity in all activities of the State and its agencies, including the employment of individuals and firms which contract with the San Diego Housing Commission.

CERTIFICATE OF COMPLIANCE

(Name of Firm)

As an authorized official for the above named firm, I hereby certify by the signature affixed to this document that said firm will comply with Executive Order 11246, Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act and any other applicable Federal and State laws and regulations hereinafter enacted.

Further, I am submitting a current Report of San Diego County Workforce and if requested, an acceptable Equal Employment Opportunity Plan which addresses the corrective actions that will be taken by this firm to eliminate any discriminatory outreach or hiring practices, if they exist, and to introduce outreach and hiring practices to maximize employment opportunities for all qualified individuals.

Name of Authorized Official

Title

Signature of Authorized Official

Date

Attachment 1

AZTEC LANDSCAPING, INC.	
By:	
	Signature
Title:	
	License Number
	Business Address
	7980 Lemon Grove Way Lemon Grove, CA 91945
SAN DIEGO HOUSING COMMISSION	
By:	
	Signature
Title:	
	Business Address
	<i>San Diego Housing Commission</i>
	<i>9550 Ridgehaven Court</i>
	<i>San Diego, CA 92123</i>

APPROVED AS TO FORM CHRISTENSEN SCHWERDTFEGER & SPATH LLP	
By:	
	Charles B. Christensen, Esq.
	General Counsel
	San Diego Housing Commission
Date:	