



REPORT

DATE ISSUED: July 12, 2005

ITEM 100

REPORT NO: HCR05-55
For the Agenda of August 5, 2005

SUBJECT: Award of Contract for Landscape Maintenance Services (Citywide)

SUMMARY

Issue: Should the Housing Commission award a contract to Aztec Landscaping, Inc for landscape maintenance services at Housing Commission owned/managed properties located in the City of San Diego?

Recommendation: Recommend that the Housing Commission approve the award of a two-year contract to Aztec Landscaping, Inc. for \$351,850 with the option to renew for one additional one-year period and authorize the President & Chief Executive Officer to execute the contract (Attachment 1).

Fiscal Impact: Funding for this contract is allocated as follows:

Certificate No.	06-017	:\$142,831
	07-004	:\$175,923
	08-002	:\$33,096
Revenue Source:	Various	
Division:	Housing Programs	
Line Item:	Landscape Services	

Previous Related Actions: On August 23, 2002, the Housing Commission awarded Aztec Landscaping, Inc. a two-year contract with the option to renew for one additional year. They are currently in the one-year extension to that contract which is due to expire on August 22, 2005.

Equal Opportunity Statement: Aztec Landscaping, Inc. is certified as a Disadvantaged Business Enterprise. A Certificate of Compliance and a Workforce Analysis has been provided and shows that this vendor is in compliance with the San Diego Housing Commission Equal Opportunity Program. Information on the Workforce Analysis (Attachment 2) indicates that 76% of the company's workforce is disadvantaged.

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 (Attachment 3) and a Determination of Categorical Exclusion (Attachment 4) have been issued by the environmental review staff of the City of San Diego.

BACKGROUND

The Housing Commission has an ongoing requirement for landscape services at its office facility and residential sites, and has routinely contracted out this function.

DISCUSSION

The work under this contract is to provide landscape maintenance services at developments owned 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, mowing, fertilization, aeration, weed control, cultivation and cleanup.

On April 27, 2005, 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 May 10, 2005, a pre-proposal conference was conducted with three (3) firms in attendance. During the bid period a total of six (6) bid packages were provided to interested contractors.

At the closing date on May 26, 2005, Aztec Landscaping, Inc. was the sole respondent with a bid amount of about \$176,000 annually. This new bid represents an increase of \$30,000 over last year's price. It should be noted that the scope of work has increased and now includes herbicide application, and fertilization of shrubs, ground cover and turf.

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Staff analysis indicates that Aztec Landscaping, Inc. has provided a reasonable bid and is capable of performing this service as the firm has successfully performed a similar service for the Commission over the past six years.

Respectfully submitted,

Approved by,

Steve Snyder
Director of Facilities

**Signature on File
With Original Document**

Elizabeth C. Morris
President & Chief Executive Officer

M. Gresham, 578-7485

Attachment: 1- Contract
2- Workforce Analysis
3- Determination of Environmental Exemption
4- Determination of Categorical Exclusion

SAN DIEGO HOUSING COMMISSION
AGREEMENT FOR
LANDSCAPE MAINTENANCE SERVICES
WITH
AZTEC LANDSCAPE, INC.

THIS AGREEMENT, entered into the _____ day of _____ 2005,

between the Commission:

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

and the Contractor:

AZTEC LANDSCAPE, INC.
7970 Lemon Grove Way
Lemon Grove, CA 91945
(619) 464-3303

101. DESCRIPTION OF WORK

Contractor shall provide landscape 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. *Compensation Schedule, Contract Attachment No. 2*
3. *Certificate of Compliance, Contract Attachment No. 3*

103. TIME OF PERFORMANCE

All services required pursuant to this Agreement shall commence effective August 23, 2005 through August 22, 2007. The San Diego Housing Commission, at its discretion, may extend this contract for one (1) additional one (1) year period.

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. 2, "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 THREE HUNDRED FIFTY-ONE THOUSAND EIGHT HUNDRED FIFTY DOLLARS (\$351,850). 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 the Technical Specifications Section 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.

AZTEC LANDSCAPING, INC

By: _____
Signature

Title: _____

License Number

Business Address

7970 Lemon Grove Way
Lemon Grove, CA 91945

SAN DIEGO HOUSING COMMISSION

By: _____
Signature

Title: _____
Business Address
San Diego Housing Commission
9550 Ridgehaven Court
San Diego, CA 92123

APPROVED AS TO FORM
CHRISTENSEN SCHWERDTFEGER & SPATH LLP

By: _____
Charles B. Christensen, Esq.
General Counsel
San Diego Housing Commission

Date: _____

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 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.
- 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.
- 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 disbarred 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.

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

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.

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 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 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, 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.

AZTEC LANDSCAPING, INC.

By: _____
Signature

Title: _____

License Number

Business Address

7970 Lemon Grove Way
Lemon Grove, CA 91945

SAN DIEGO HOUSING COMMISSION

By: _____
Signature

Title: _____

Business Address

*San Diego Housing Commission
9550 Ridgeway Court
San Diego, CA 92123*

APPROVED AS TO FORM
CHRISTENSEN SCHWERDTFEGER & SPATH LLP

By: _____
Charles B. Christensen, Esq.
General Counsel
San Diego Housing Commission

Date: _____

CONTRACT ATTACHMENT NO. 2 COMPENSATION SCHEDULE

Pages 18-21 is the compensation schedule for the provision of landscape services by Aztec Landscaping, Inc. for individual sites and the frequency listed to any and all units owned/managed by the San Diego Housing Commission.

Contractor shall comply with billing requirements on a monthly basis for services rendered as outlined in Section 104 COMPENSATION AND METHOD OF PAYMENT (A), (B) AND (C) AND IN ACCORDANCE WITH THE COMPENSATION SCHEDULE IN Attachment No. 2 of this contract.

LANDSCAPE MAINTENANCE SERVICES BID QUOTATION SHEETCompensation 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>180.00</u>	<u>73.56</u>	<u>253.56</u>
<u>92103</u> 3501 First Ave. 4131 Maryland St.	22 24	<u>2100.00</u> <u>2100.00</u>	<u>818.60</u> <u>897.07</u>	<u>2,918.60</u> <u>2,997.07</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. 3083 Hawthorne 3125 Ivy 3755/57 Swift Ave. 3850 Cherokee Ave. 4360 Cherokee Ave. 4043 Wilson	5 5 5 5 5 8 4 7 7 4 5 4 5 5 5	<u>347.28</u> <u>347.28</u> <u>347.28</u> <u>347.28</u> <u>347.28</u> <u>552.84</u> <u>330.00</u> <u>489.00</u> <u>489.00</u> <u>299.50</u> <u>347.28</u> <u>180.00</u> <u>347.28</u> <u>347.28</u> <u>347.28</u>	<u>186.28</u> <u>186.28</u> <u>186.28</u> <u>186.28</u> <u>186.28</u> <u>299.00</u> <u>151.56</u> <u>259.84</u> <u>259.84</u> <u>152.00</u> <u>186.20</u> <u>75.60</u> <u>186.28</u> <u>186.28</u> <u>186.28</u>	<u>533.56</u> <u>533.56</u> <u>533.56</u> <u>533.56</u> <u>533.56</u> <u>851.84</u> <u>481.56</u> <u>748.84</u> <u>748.84</u> <u>451.50</u> <u>533.56</u> <u>255.60</u> <u>533.56</u> <u>533.56</u> <u>533.56</u>
<u>92105</u> 3010 39 th Street 5955 Streamview	2 4	<u>299.50</u> <u>180.00</u>	<u>152.00</u> <u>75.60</u>	<u>451.50</u> <u>255.60</u>
<u>92107</u> 5071 Muir	8	<u>594.00</u>	<u>299.00</u>	<u>893.00</u>
<u>92109</u> 2701 Figueroa 2045 Grand Ave. 2644 Hornblend	6 5 5	<u>418.20</u> <u>347.28</u> <u>347.28</u>	<u>225.50</u> <u>186.28</u> <u>186.28</u>	<u>643.70</u> <u>533.56</u> <u>533.56</u>
<u>92110</u> 3222 Camulos St. 3919 Mason St. 4890 Naples 4095 Valeta	12 8 4 4	<u>900.00</u> <u>552.84</u> <u>330.00</u> <u>330.00</u>	<u>446.12</u> <u>299.00</u> <u>151.95</u> <u>151.95</u>	<u>1,346.12</u> <u>851.84</u> <u>481.95</u> <u>481.95</u>
<u>92111</u> 7777 Belden St. 7105 Eastman	243 36	<u>13,500.00</u> <u>3,000.00</u>	<u>6,862.74</u> <u>1,343.10</u>	<u>20,362.74</u> <u>4,343.10</u>

LANDSCAPE MAINTENANCE SERVICES 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>1,740.00</u>	<u>875.45</u>	<u>2,615.45</u>
2326 E. Jewett	4	<u>330.00</u>	<u>151.95</u>	<u>481.95</u>
7085 Levant St	14	<u>1,200.00</u>	<u>519.60</u>	<u>1,719.60</u>
6511 Tait	4	<u>330.00</u>	<u>151.95</u>	<u>481.95</u>
2098 Via Las Cumbres	120	<u>900.00</u>	<u>4,480.86</u>	<u>5,380.86</u>
<u>92115</u>				
4416 Highland	8	<u>180.00</u>	<u>75.60</u>	<u>255.60</u>
7281 Saranac	7	<u>600.00</u>	<u>261.35</u>	<u>861.35</u>
<u>92116</u>				
4632 33rd St.	5	<u>347.28</u>	<u>186.28</u>	<u>533.56</u>
4637/43 Hamilton	8	<u>120.96</u>	<u>75.60</u>	<u>196.56</u>
4756 35th St.	4	<u>330.00</u>	<u>151.95</u>	<u>481.95</u>
4720 34th St.	4	<u>330.00</u>	<u>151.95</u>	<u>481.95</u>
4343 38th St.	5	<u>347.28</u>	<u>186.28</u>	<u>533.56</u>
4575 38th St.	8	<u>552.84</u>	<u>299.00</u>	<u>851.84</u>
4450 Georgia St.	8	<u>552.84</u>	<u>299.00</u>	<u>851.84</u>
2727 Meade Ave.	6	<u>418.20</u>	<u>225.50</u>	<u>643.70</u>
4751 33 rd Street	8	<u>180.00</u>	<u>75.60</u>	<u>255.60</u>
<u>92119</u>				
7891 Golfcrest Dr.	9	<u>720.00</u>	<u>335.28</u>	<u>1,055.28</u>
<u>92122</u>				
4055 Pulitzer Pl.	50	<u>3600.00</u>	<u>1,715.67</u>	<u>5,315.67</u>
<u>92123</u>				
2766 Cardinal	2	<u>265.68</u>	<u>98.02</u>	<u>363.70</u>
2615 Genesee	11	<u>900.00</u>	<u>367.64</u>	<u>1,267.64</u>
8637 Glenhaven	4	<u>330.00</u>	<u>151.95</u>	<u>481.95</u>
8649 Glenhaven	4	<u>330.00</u>	<u>151.95</u>	<u>481.95</u>
8661 Glenhaven	4	<u>330.00</u>	<u>151.95</u>	<u>481.95</u>
8701 Glenhaven	4	<u>330.00</u>	<u>151.95</u>	<u>481.95</u>
8714 Hurlbut	4	<u>330.00</u>	<u>151.95</u>	<u>481.95</u>
8726 Hurlbut	4	<u>330.00</u>	<u>151.95</u>	<u>481.95</u>
<u>92126</u>				
8792 Mira Mesa Blvd.	5	<u>347.28</u>	<u>186.24</u>	<u>533.52</u>
8816 Mira Mesa Blvd.	5	<u>347.28</u>	<u>186.36</u>	<u>533.64</u>
10101 Maya Linda Rd.	142	<u>12,060.00</u>	<u>4,760.70</u>	<u>16,820.70</u>
<u>92130</u>				
12643 El Camino Real	45	<u>3,360.00</u>	<u>1,320.00</u>	<u>4,680.00</u>
TOTAL NORTH AREA		<u>62,684.60</u>	<u>33,092.64</u>	<u>95,777.24</u>

LANDSCAPE MAINTENANCE SERVICES 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
<u>92102</u> 4451 Market St.	20	<u>1665.77</u>	<u>897.07</u>	<u>2,562.84</u>
<u>92105</u> 3617 42nd St.	4	<u>276.48</u>	<u>151.95</u>	<u>428.43</u>
2420 44th St.	8	<u>552.84</u>	<u>299.00</u>	<u>851.84</u>
2628-30 44th St.	8	<u>552.84</u>	<u>299.00</u>	<u>851.84</u>
2716 44th St.	4	<u>276.48</u>	<u>151.95</u>	<u>428.43</u>
2734 44th St.	4	<u>276.48</u>	<u>151.95</u>	<u>428.43</u>
[REDACTED]	4	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
3051 54th St.	7	<u>489.00</u>	<u>259.84</u>	<u>748.84</u>
4164 Altadena Ave.	6	<u>418.20</u>	<u>225.50</u>	<u>643.70</u>
4479 Altadena Ave.	8	<u>552.84</u>	<u>299.00</u>	<u>851.84</u>
4147 Chamoune Ave.	6	<u>418.20</u>	<u>225.50</u>	<u>643.70</u>
2477 Fairmount Ave.	4	<u>276.48</u>	<u>151.95</u>	<u>428.43</u>
4209 Juniper St.	20	<u>1,559.40</u>	<u>882.83</u>	<u>2,442.23</u>
4273 Juniper St.	24	<u>1,665.77</u>	<u>897.00</u>	<u>2,562.77</u>
4390 Maple St.	6	<u>418.20</u>	<u>418.20</u>	<u>836.40</u>
4050 Oakcrest	4	<u>276.48</u>	<u>151.95</u>	<u>428.43</u>
4180 Poplar St.	9	<u>708.84</u>	<u>441.20</u>	<u>1,150.04</u>
5326 Rex	4	<u>276.48</u>	<u>151.95</u>	<u>428.43</u>
5330 Rex	4	<u>276.48</u>	<u>151.95</u>	<u>428.43</u>
3630 Van Dyke	4	<u>418.20</u>	<u>225.50</u>	<u>643.70</u>
<u>92113</u> 2955 Boston	5	<u>347.28</u>	<u>186.28</u>	<u>533.56</u>
2883 Boston	5	<u>347.28</u>	<u>186.28</u>	<u>533.56</u>
1625 Newton Ave.	Office Facility	<u>212.64</u>	<u>212.66</u>	<u>425.30</u>
<u>92114</u> 8505 Noeline	1	<u>177.24</u>	<u>98.05</u>	<u>275.29</u>
5974 Old Memory Lane	1	<u>177.24</u>	<u>177.20</u>	<u>354.44</u>
5359 Santa Margarita	32	<u>2,668.98</u>	<u>1,399.00</u>	<u>4,067.98</u>
<u>92115</u> 4225 44th St.	6	<u>418.20</u>	<u>225.50</u>	<u>643.70</u>
4261 45th St.	6	<u>418.20</u>	<u>225.50</u>	<u>643.70</u>
4566 51st St.	5	<u>347.28</u>	<u>186.00</u>	<u>533.28</u>
4286 48th St.	4	<u>276.48</u>	<u>151.00</u>	<u>427.48</u>
4207 Altadena Ave.	2	<u>141.78</u>	<u>73.00</u>	<u>214.78</u>
5385 Trojan Ave.	3	<u>248.10</u>	<u>137.00</u>	<u>385.10</u>
5316 Meade Ave.	30	<u>2,502.12</u>	<u>1,323.00</u>	<u>3,825.12</u>

LANDSCAPE MAINTENANCE SERVICES 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
<u>92116</u> 4729 32nd St.	5	<u>347.28</u>	<u>186.00</u>	<u>533.28</u>
<u>92139</u> 2325 Rachael St.	3	<u>255.18</u>	<u>122.00</u>	<u>377.18</u>
<u>92154</u> 2381 Grove Ave.	41	<u>3402.36</u>	<u>1,836.00</u>	<u>5,238.36</u>
1351 Hollister	20	<u>1665.78</u>	<u>906.00</u>	<u>2,571.78</u>
605 Picador	78	<u>6507.00</u>	<u>3,499.00</u>	<u>10,006.00</u>
4233 Stu Ct.	1	<u>177.18</u>	<u>98.00</u>	<u>275.18</u>
<u>92173</u> 121 Averil Rd.	14	<u>1157.70</u>	<u>619.29</u>	<u>1,776.99</u>
2005 Alaquinas	66	<u>5457.96</u>	<u>2,930.00</u>	<u>8,387.96</u>
178 Calle Primera	70	<u>5883.30</u>	<u>3,137.00</u>	<u>9,020.30</u>
402 Sycamore	24	<u>1984.74</u>	<u>1,078.00</u>	<u>3,062.74</u>
391 Sycamore	41	<u>3402.36</u>	<u>1,780.00</u>	<u>5,182.36</u>
281 Sycamore	24	<u>1983.75</u>	<u>1,078.00</u>	<u>3,061.75</u>
TOTAL SOUTH AREA		<u>51,862.87</u>	<u>28,283.05</u>	<u>80,145.92</u>
GRAND TOTAL NORTH & SOUTH AREAS		<u>114,547.47</u>	<u>61,375.69</u>	<u>175,923.16</u>

AZTEC LANDSCAPING, INC.	
By:	
	Signature
Title:	
	License Number
	Business Address
	7970 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:	

**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

AZTEC LANDSCAPING, INC	
By:	
	Signature
Title:	
	License Number
	Business Address
	7970 Lemon Grove Way
	Lemon Grove, CA 91945
SAN DIEGO HOUSING COMMISSION	
By:	
	Signature
Title:	
	Business Address
	<i>San Diego Housing Commission</i>
	<i>9550 Ridgeway 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:	

Company Name: Aztec Landscaping, Inc. Ending Date _____

**SAN DIEGO HOUSING COMMISSION
REPORT OF SAN DIEGO COUNTY WORKFORCE**

Occupational Category	Total Number of Employees		Caucasian Not Hispanic		African American Not Hispanic		Hispanic All Races		Asian/Pacific Islander Not Hispanic		Native American Not Hispanic		Filipino		Disabled		Total Disadvantaged	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Executive, Administrative and Managerial	6	5	2	2			4	3									4	3
Professional Specialty																		
Technicians and Related Support																		
Sales	5	1	2				2	1	1								3	1
Administrative Support	7	7	2	1	2		3	5	1				1				4	6
Services	5	8		1			5	5					2				5	7
Precision Production, Craft and Repair	6		1				4					1					5	
Machine Operators, Assemblers and Inspector																		
Transportation and Material Moving	9		2		2		4		1								5	
Handlers, Equipment Cleaners, Helpers and Laborers	106	11	25		4		72	11	3				6				81	11
TOTALS	144	32	34	4	8		94	25	6			7	3				107	28

DETERMINATION OF
ENVIRONMENTAL EXEMPTION

Pursuant to the California Environmental Quality Act (CEQA) and State CEQA Guidelines

Agency: CITY OF SAN DIEGO

Project No.: 72205

Date: MAY 24, 2005

Action/Permit(s): CITY COUNCIL APPROVAL (ACTING AS THE HOUSING AUTHORITY)

Description of Activity: CITYWIDE LANDSCAPE MAINTENANCE SERVICES. Approval by the City Council acting as the Housing Authority to award a contract for the mowing and weeding at 132 Housing Commission owned sites within the City of San Diego.

Location of Activity: The proposed activities would take place at 132 sites throughout the City of San Diego (see attached list) City and County of San Diego.

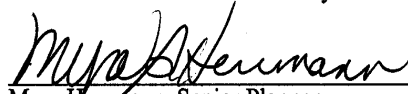
(CHECK BOXES BELOW)

1. This activity is **EXEMPT FROM CEQA** pursuant to:
 - Section 15060(c) (3) of the State CEQA Guidelines (the activity is not a project as defined in Section 15378).

2. This project is **EXEMPT FROM CEQA** pursuant to State CEQA Guidelines Section checked below:

ARTICLE 19 of GUIDELINES CATEGORICAL EXEMPTIONS (Incomplete list)		ARTICLE 18 of GUIDELINES STATUTORY EXEMPTIONS (Incomplete list)	
Section	Short Name	Section	Short Name
<input checked="" type="checkbox"/> 15301	Existing Facilities	<input type="checkbox"/> 15261	Ongoing Project
<input type="checkbox"/> 15302	Replacement or Reconstruction	<input type="checkbox"/> 15262	Feasibility and Planning Studies
<input type="checkbox"/> 15303	New Construction or Conversion of Small Structures	<input type="checkbox"/> 15265	Adoption of Coastal Plans and Programs
<input type="checkbox"/> 15304	Minor Alterations to Land	<input type="checkbox"/> 15268	Ministerial Projects
<input type="checkbox"/> 15305	Minor Alteration in Land Use	<input type="checkbox"/> 15269	Emergency Projects
<input type="checkbox"/> 15306	Information Collection	<input type="checkbox"/> Other	
<input type="checkbox"/> 15311	Accessory Structures		
<input type="checkbox"/> 15312	Surplus Government Property Sales		
<input type="checkbox"/> 15315	Minor Land Divisions		
<input type="checkbox"/> 15317	Open Space Contracts or Easements		
<input type="checkbox"/> 15319	Annexation of Existing Facilities and Lots for Exempt Facilities		
<input type="checkbox"/> 15325	Transfer of Ownership of Interest in Land to Preserve Open Space		
<input type="checkbox"/> Other			

It is hereby certified that the City of San Diego has determined the above activity to be exempt:


 Myra Herrmann, Senior Planner
 Environmental Analysis Section

Distribution:

Exemption or Project file
 Morris Dye, Project Manager –DSD
 Maurcell Gresham – San Diego Housing Commission



Determination of Categorical Exclusion (not subject to 58.5)

Determination of activities per 24 CFR 58.35(b)
 May be subject to provisions of Sec 58.6, as applicable

Project Name: Landscape Services Public Housing Citywide
 Project Description: MOWING + WEEDING OF HOUSING COMMISSION SITES
 Address: 132 SITES CITYWIDE
 Funding Source: CDBG HOME ESG HOPWA EDI Other Public Housing Conventional
 Funding Amount: N/A
 Grant Number: N/A

I hereby certify that the abovementioned project has been reviewed and determined to be a Categorical Excluded activity (not subject to 58.5) per 24 CFR 58.35(b) as follows:

<input checked="" type="checkbox"/>	1. Tenant-based rental assistance;
	2. Supportive services including, but not limited to, health care, housing services, permanent housing placement, day care, nutritional services, short-term payments for rent/mortgage/utility costs, and assistance in gaining access to local, State, and Federal government benefits and services;
<input checked="" type="checkbox"/>	3. Operating costs including maintenance, security, operation, utilities, furnishings, equipment, supplies, staff training and recruitment and other incidental costs;
<input checked="" type="checkbox"/>	4. Economic development activities, including but not limited to, equipment purchase, inventory financing, interest subsidy, operating expenses and similar costs not associated with construction or expansion of existing operations;
	5. Activities to assist homebuyers to purchase existing dwelling units or dwelling units under construction, including closing costs and down payment assistance, interest buydowns, and similar activities that result in the transfer of title.
	6. Affordable housing pre-development costs including legal, consulting, developer and other costs related to obtaining site options, project financing, administrative costs and fees for loan commitments, zoning approvals, and other related activities which do not have a physical impact.
	7. Approval of supplemental assistance (including insurance or guarantee) to a project previously approved under this part, if the approval is made by the same responsible entity that conducted the environmental review on the original project and re-evaluation of the environmental findings is not required under Sec. 58.47.

If your project falls into any of the above categories, you do not have to submit a Request for Release of Funds (RROF), and no further approval from HUD is needed for the draw-down of funds. However, the Responsible Entity must still document in writing its compliance with and/or applicability of "other requirements" per 24CFR58.6 (included with this document).

By signing below the Responsible Entity certifies in writing that each activity or project is Categorical Excluded (not subject to 58.5) and meets the conditions specified for such determination per section 24 CFR 58.35(b). Please keep a copy of this determination in your project files.

BRUCE HERRING DEPUTY CITY MANAGER
 Responsible Entity Certifying Official Name & Title (please print)

[Signature]
 Responsible Entity Certifying Official Signature

7-14-05
 Date