

REPORT

DATE ISSUED: August 6, 2008

REPORT NO: HCR 08-93

ATTENTION: Chair and Members of the Housing Commission
For the Agenda of August 15, 2008

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

REQUESTED ACTION:

That the Housing Commission award a contract for landscape maintenance services at Housing Commission owned and/or managed sites throughout the City of San Diego.

STAFF RECOMMENDATION:

- 1) Recommend that the Housing Commission approve the award of a contract to Aztec Landscaping, Inc. in the amount of \$164,225 for landscape maintenance services at Housing Commission owned and/or managed sites for the period of one (1) year with two (2) additional one (1) year options at a negotiated rate not to exceed the base contract amount plus the increase in the Consumer Price Index for All Urban Consumers (CPI-U).
- 2) Authorize the Interim President and Chief Executive Officer to execute the contract (Attachment 1) and expend up to a ten percent contingency (\$16,423), if necessary, for items not anticipated in the original scope of work.

BACKGROUND:

The Housing Commission has an ongoing requirement for landscape maintenance services at its residential sites. The scope of services of this contract includes, but is not limited to, fertilization, aeration, weed control, cultivation and cleanup.

FISCAL CONSIDERATIONS:

Funding for this contract is included in the FY09 Budget previously approved by the Housing Commission on April 25, 2008 and the Housing Authority on June 10, 2008.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

On May 27, 2008, a Request for Proposals was issued for this work. Advertisements were placed in the *San Diego Union Tribune*, the *San Diego Daily Transcript*, *La Prensa* and the *Voice and Viewpoint*. In addition, thirty-six (36) invitations were sent as outreach to landscape contractors and four (4) packages were provided to plan rooms.

On June 10, 2008, a pre-proposal conference was conducted with eleven (11) firms in attendance. During the bid period a total of ten (10) bid packages were provided to interested contractors.

At the closing date of June 26, 2008, four (4) proposals were received and on June 30, 2008, the Proposal Evaluation Committee met to rank the proposals based on the following criteria: Cost, Experience, and Qualifications (Attachment 2).

August 6, 2008

Award of Contract for Landscape Maintenance Services (Citywide)

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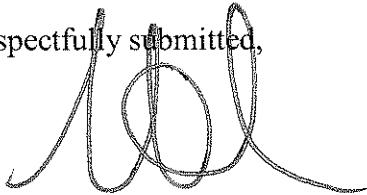
Bidder	Responsive Bidder	DBE	Total Score
Aztec Landscaping, Inc.	Yes	Yes	300
Greenscape Sunway Systems	Yes	No	210
Bowen & Park, Inc.	Yes	No	162
Brewer Lawn Maintenance, Inc.	Yes	No	120

Staff analysis indicates that Aztec Landscaping, Inc. has provided the most advantageous response and is capable of performing this service. Aztec is the current landscape contractor to the Housing Commission, and has successfully performed this service over the past three years.

ENVIRONMENTAL REVIEW:

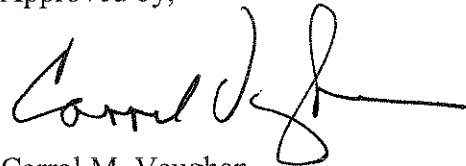
This action is categorically exempt from the provisions of California Environmental Quality Act (CEQA) pursuant to State CEQA Article 19 Guidelines Section 15301 (existing facilities). This activity is exempted and/or excluded under the applicable provision of NEPA, when actions were taken in connection with the FY09 budget. The City of San Diego as Responsible Agency has previously issued the notices covering these services in connection with the approval of the budget.

Respectfully submitted,



Steve Snyder
Director of Asset Management

Approved by,



Carrol M. Vaughan
Interim President & Chief Executive Officer

Attachments: 1 - Contract
2 – Evaluation Committee Consensus Form
3 – Workforce Analysis

Distribution of these attachments may be limited. Copies available for review during business hours at the Housing Commission offices at 1122 Broadway, Main Lobby.

SAN DIEGO HOUSING COMMISSION
AGREEMENT FOR
LANDSCAPE MAINTENANCE SERVICES

WITH

AZTEC LANDSCAPING, INC.

THIS AGREEMENT, entered into the _____ day of August 2008,

between the Commission:

SAN DIEGO HOUSING COMMISSION
1122 Broadway, Suite 300
San Diego, California 92101
(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 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. *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 September 1, 2008 through August 31, 2009. The Commission, at its discretion, may extend this contract for two (2) additional one (1) year periods at a negotiated rate not to exceed the base price of the contract plus the

Attachment 1

increase in the Consumer Price Index for All Urban Consumers (*CPI-U All City Average/All Items Unadjusted Index*) for the time period covered by this Agreement.

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 SIXTY-FOUR THOUSAND TWO HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$164,225.00). 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 ("the Authority") 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 (30th) 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.

Attachment 1

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

COMMISSION: SAN DIEGO HOUSING COMMISSION

By: Carrol M. Vaughan
Signature

Title: Interim President and Chief Executive Officer

Date: _____

CONTRACTOR: AZTEC LANDSCAPING, INC.

By: _____
Signature

Title: _____

License Number

Date: _____

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 ("the City") 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

Attachment I

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 Authority, the City, 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 and No/100 Dollars (\$1,000,000.00) 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 and No/100 Dollars (\$500,000.00) per occurrence.
- d. All insurance required to be purchased and maintained by the Contractor shall name the Commission, the Authority and the City 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

Attachment 1

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, 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, 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 Contract. 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.

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- 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 Contract 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, 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 and No/100 Dollars (\$5,000.00). 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 upon thirty (30) days written notice to 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

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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 Contractor 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:

Attachment 1

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. *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

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

223. Labor Provisions

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

It is the Commission's intent on this project to periodically ask the employer to provide evidence that their employees have the ability to work in the United States.

In this regard the Commission may ask for a written list of all employees working on any particular project.

The Commission may thereafter ask for evidence, on a random basis, that a cross section of the listed employees are legally permitted to work in the United States, by the submission of written evidence to document this legal work status, including the production of I-9 Forms and/or other credible evidence.

In addition, if irregularities are found, the Commission may interview the affected employees directly, and/or expand its investigation. If irregularities are not resolved the scope of the investigation may be expanded. To the extent that the Commission is not able to resolve the issue(s), other affected state and federal agencies may be involved, including but not limited to the Department of Labor, the Immigration Service, and so forth.

224. Extension of Contract Term

- a. Provided, that the contractor is not in default under the terms of this Contract, the Chief Executive Officer of the Commission, may extend the terms of the Contract for a period, not to exceed ninety (90) days, on the same payment schedule, and terms and conditions,

Attachment 1

in effect on the date that the Agreement would otherwise have terminated, including the option period, if any. The option to extend the Contract 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 Contract 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 Contract. During the extension of the Contract, 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 Contract and not later than eighty-three (83) days after the original termination date of the Contract. 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 Contract.
- e. The Commission and the Authority 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 Contract and Attachments

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

Attachment 1

- a. To the extent that the Contract and any Attachments or Schedules conflict, the terms and conditions of the Contract 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. 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. 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. 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. 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

Attachment 1

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 and No/100 Dollars (\$300,000.00) 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 Contract, 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 Contract; 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.

Indicate Approval by Initials Below:

Commission

Attachment 1

Aztec Landscaping, Inc.

General Counsel

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

LANDSCAPE MAINTENANCE SERVICES

1.01 Requirements

This specification establishes the standard for the maintenance of the landscaped areas (entire parcel area contained within individual property boundaries) for the San Diego Housing Commission.

The quality of landscape maintenance needs to continue to play a part in the success of acceptance of this project. The Contractor's prime responsibility will be to integrate innovative and progressive elements of high landscape maintenance standards and the objectives as set forth in this specification.

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.

Maintenance of the landscape shall include but not be limited to mowing, fertilization, aeration, weed control, cultivation and cleanup. It is the intent to schedule maintenance to keep the site in a state of healthy vigorous growth.

The Contractor shall submit a Site Maintenance Schedule to the San Diego Housing Commission scheduling the maintenance operations which includes, but is not limited to: aeration, herbicide application, fertilization of shrubs, ground cover and turf.

1.02 TREES **NIC**

1.03 SHRUBS **NIC**

1.04 VINES **NIC**

1.05 GROUND COVER

1. General

- a. Trim ground cover adjacent to walks, walls and/or fences as required for general containment to present a neat, clean appearance.
- b. Cultivate and/or spray approved herbicide to remove broad-leafed and grass weeds as required. Weeds shall be controlled and not allowed to reach an objectionable height, which is defined as any weed types with a vertical type growth pattern of four (4") inches and any weed type with a horizontal growth pattern of a diameter of four (4") inches. Remove weeds by chemical or mechanical means as approved by Contracting Officer or designee.
- c. Prevent soil compaction by cultivating regularly (at least once a month) all ground cover areas.
- d. Any paper or litter that accumulates in ground cover areas shall be picked-up on each scheduled site visit.

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- e. Keep ground cover trimmed back from all controller units, valve boxes, quick couplers, or other appurtenances or fixtures. Do not allow ground covers to grow up trees, into shrubs, or on structures or walls. Keep trimmed back approximately 4 inches from structure or walls. Coordinate trimming around base of shrubs/trees with Contracting Officer or designee.
- f. **Bare soil areas shall be cultivated a minimum of once per month.**

1.06 PEST CONTROL OF PLANT MATERIAL: NIC

1.07 DRAINAGE FACILITIES: NIC

1.08 FERTILIZATION

1. Scheduling: Fertilization will be applied in accordance with the PERIODIC SERVICES section of this specification, or as otherwise directed by the Contracting Officer or designee. All applications shall be recorded and specifically identified on a Landscape Maintenance Report indicating the fertilizer used, frequency applied and the landscape material applied to (i.e., turf, shrubs, ground cover, etc.)
2. General: Fertilizers shall be inorganic, dry, pelletized formulation. Application shall be in accordance with manufacturer specification.
3. Method of Application: In making application of fertilizer granules, precautions shall be taken to contain these materials in the planting areas. Caution should be used when using a cyclone spreader which tends to throw material onto paved areas. The use of constant flow P.T.O. driven spreaders will keep materials contained in planting areas, eliminating sidewalk stains. The Contractor will be responsible for removing all fertilizer stains from concrete caused by his application. Fertilizer shall be applied at manufacturer's recommended rate.
4. Timing of Application: When climatic factors cause problems of the general use of fertilizers, an adjustment of the fertilizer schedule may be necessary. After fertilizer application, notify Contracting Officer or designee and recommend modification to watering schedule to eliminate runoff or leaching of fertilizer materials.
5. Shrubs: Fertilizers, pre approved by Contracting Officer or designee, shall be applied to shrubs that require supplemental feeding. Annual spring feeding shall be done in accordance with the rate indicated by the manufacturer. Fertilization may require foliar applications to correct iron chlorosis and other micronutrient deficiencies.

1.09 PLANT ADDITIONS AND/OR REPLACEMENT

As part of this agreement, the Contractor may be requested to replace damaged or destroyed trees, shrubs, ground cover, or flowers. Such work will be paid for as extra work by the San Diego Housing Commission unless otherwise specified within these Specifications. Exceptions will be replacements due to Contractor's neglect. This will be determined by the Contracting Officer or designee.

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1.10 CLEAN-UP

1. At no time will it be allowed to blow grass cuttings/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. All grass clippings shall be picked up after each mowing or trimming operation.
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 clean/clear of debris and plant growth. Care shall be taken not to create unnecessary hazards to foot traffic.
5. All shrub areas not inter-planted with ground cover will be raked clean a minimum of once a month.
6. The Contractor shall provide a general clean up operation while on site performing weekly scheduled duties. General clean up of the entire site shall include picking up papers, trash or debris which may accumulate.

1.11 IRRIGATION: **NIC**

1.12 WEED CONTROL OF PAVED SURFACES

Contractor shall be responsible for controlling weeds growing in cracks, or expansion joints, and areas contiguous to the San Diego Housing Commission by mechanical or chemical means.

1.13 GUARANTEE AND/OR REPLACEMENT POLICY

All new plant material and irrigation installations shall be guaranteed for a period of one calendar year except due to "Acts of God," i.e., damage or death of plant material due to wind or storm, or vandalism, theft, or other willful acts over which the maintenance contractor has no control. Existing plants shall be replaced by Contractor if it is determined by the Contracting Officer or designee that they died due to Contractor's negligence.

1.14 TURFGRASS

1. General

- a. Aeration: Mechanically aerate all turf areas as often as required, (no less than six (6) times annually), to reduce compaction/stress conditions, which will offer greater water penetration and reduce runoff. In those areas when soil condition is poor, top dress may be required by the Contracting Officer or designee. Use a plug aeration with 3/4" tines. Any areas that show excessive compaction shall receive additional treatment as required to alleviate this condition. Removal of sod plugs may be required. The scheduling of aeration will be recorded on the Maintenance Schedule.
- b. Fertilization: Turf areas shall be fertilized immediately upon completion of aeration.

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- c. Mowing: Mow and edge each site four (4) times per month during the period of April 1 to September 30 and two (2) times a month during the period October 1 to March 31. Cut cool season turfgrass 2-1/2" during warm season and reduce to 2" during winter or cooler seasons.

In warm seasons, common Bermuda shall be mowed to not exceed 1", hybrid Bermuda 1/2" to 3/4". Avoid removing more than one-third of the leaf area blade at any one time.

Turf in this contract shall be mowed with power propelled mowers equipped to mow and collect clippings in one operation. Rotary mowers shall be used to mow tall fescue or other cool-season turf areas. Reel mowers will be required to mow any Bermuda grass areas. The Contracting Officer or designee may in some instances allow mowing without the attached collection device to recycle organic material into the soil, providing the machine is equipped with approved safety features. The mowers shall be maintained and sharpened to provide a smooth even cut without tearing of the leaf blade. The reel or blade adjustment shall provide a uniform, level cut without ridges or depressions.

Care shall be exercised during the mowing operation to prevent damage to trees and other obstacles located within the turf areas such as electrical boxes, irrigation system parts or fixtures. If it is determined that damage to the irrigation system is caused by the Contractor, the replacement of same shall be at the cost of the Contractor. Do not mow areas that are wet. Alternate mowing patterns whenever possible to prevent wheel ruts. If ruts are made, contractor will make repairs at their expense.

- d. Trimming and Edging: Trim around graphic walls, buildings, curbs, header boards, valve boxes, quick couplers, and paved areas upon each scheduled site visit to present a neat, clean appearance. Limit over trimming of turf edges to a maximum not to exceed 1/2". Chemically edge around trees within an 8" radius from the trunk using care not to damage tree trunk or roots.

2. String Trimmers

Care shall be exercised with regard to the use of weed eaters to prevent damage to building surfaces, walls, header board, light fixtures, signage, etc. No weed eaters shall be used around trees or wooden signs. An 8" bare soil buffer zone shall be maintained around the circumference at the base of all trees. Trees damaged by Contractor's operations will be replaced at Contractor's expense.

1.15 FACILITY MAINTENANCE

1. General Facility Operations

- a. All sidewalk areas abutting maintained areas shall be cleaned when dirtied by Contractor's operations and at other times as required.
- b. All leaves, paper, and debris shall be removed from landscaped areas and disposed of off-site.
- c. Missing or damaged grates shall be reported to the Technical Services Manager or designee.
- d. Any landscaping on the sites showing stress due to lack of water or too much water shall be reported to the Contracting Officer or designee.

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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.
3. Cost information to perform extra work for upgrading specific areas.
4. Weekly Maintenance Schedule(s).
 - a. Contractor shall provide a weekly maintenance schedule to the Contracting Officer or designee.
 - b. Notification of change in scheduled work must be received by the Contracting Officer or designee at least 12 hours prior to the scheduled time for the work.
5. Accident Reports
6. Incident Reports
7. Hazard Reports
 - a. All forms and schedules shall be of a format supplied by or approved by the Contracting Officer or designee.
 - b. Contractor shall adjust his work schedule to compensate for all San Diego Housing Commission Observed Holidays and inclement weather.

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PERIODIC SERVICES

2.01 SERVICES DUE DECEMBER-FEBRUARY

1. Turf areas that have one of the following weed grasses shall receive a long lasting broad spectrum pre-emergence herbicide between January 20th and February 10th:

Crabgrass	Dallisgrass
Goosegrass	Kikuyugrass

The herbicide must be registered for use on the turfgrasses and weeds to be treated. Red fescue groundcover is included.

- a. Follow directions on label of the herbicide. Apply evenly. Split the total application into opposite directions. Calibrate spreader or sprayer before treatment to apply the right dosage.
2. Prune groundcovers back to established edge. Cut off and dispose of dead flower stems such as Achillea-Yarrow.

Honeysuckle, Hypericum, and Star Jasmine groundcovers, limiting height to 2 feet in February.

Red fescue grass cover shall be trimmed back to remove outside dead foliage. The clipping height shall be 3" to 6"

2.02 SERVICES DUE MARCH-MAY

1. Remove broadleaf weeds in lawns with selective post-emergence herbicide that is registered to kill weed species growing in the turfgrasses being treated.
2. Unturfed vegetation, (i.e. slopes, planters) with residues of weed seeds made last year, will receive a broad spectrum pre-emergence herbicide registered for target weed species. Check label to be sure the chemical is safe for use on the ornamental species in the area.
3. A broad spectrum pre-emergence type herbicide shall be applied in May for the prevention of weed seed germination in turfgrasses and ornamentals.
 - a. Apply only in areas that had seedling of weeds the previous year.
 - b. The herbicide must be registered for use on turfgrasses, ornamental plants, and weeds to be treated.
4. In April all lawns should be fertilized with 10lbs./M of 37-0-0, sulphur coated urea or approved equal.
 - a. If SAR is 6 or greater, or pH is 7.5 or greater, evenly apply 5 lbs. /M of soil sulphur (not fine flower sulphur- it burns).
 - b. Immediately following distribution of chemicals, sprinkle irrigate without flooding turf.
5. In May fertilize all plantings except lawns. Evenly distribute 8lbs./M of 37-0-0, sulphur coated urea, or approved equal.

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- a. Immediately following fertilization, sprinkle irrigates long enough to wash particles off foliage, without displacing fertilizer on soil.

2.03 SERVICES DUE JUNE-AUGUST

1. Remove grass weeds in all turfgrasses with the proper selective post-emergence herbicide. There is a combination of two herbicides that is very effective for use in Bermuda grass lawns. When treating cool season grasses like Tall fescue turf, the organic arsenical by itself does the job with repeated applications.

2.04 SERVICES DUE SEPTEMBER-NOVEMBER

1. All lawns should be fertilized before November. Evenly apply 10 lbs./M 31-0-0 course grade, of IBDU (isobutyldiurene), or approved equal.
 - a. Fertilize right after mowing. A special irrigation is not required because the material is slowly soluble. It only releases nitrogen when moist. The rate of nitrification is not affected by cold temperatures. Release of nitrogen is slow over a period of many months.
2. Fertilize Gazania groundcovers with 8 lbs./M of sulphur coated urea. Wash or brush it off foliage.
3. All area turfgrasses and landscapes to receive broad spectrum pre-emergence herbicide for the prevention of weed germination in September. The herbicide must be registered for use on turfgrasses, ornamental plants, and weeds to be treated.

LANDSCAPE MAINTENANCE SERVICES

3.01 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 Contracting Officer or designee by telephone in advance before any emergency work is commenced. Non-emergency maintenance work requires written approval before the work is performed.
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 Contracting Officer or designee
- By prior agreement
- Public health/safety matters

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

3.02 SUPERVISION AND SPECIAL SKILLS

The Contractor shall assign a supervisor full time (40 hours per week) within the Housing Commission boundaries, working regular working hours for the duration of this Contract. He shall have a minimum of seven (7) years experience in landscape maintenance supervision. The Contractor, or his staff, should have expertise and experience in turf management, entomology, pest control, soils, fertilizers, plant identification, and irrigation system maintenance. Supervisor shall be capable of communicating effectively both in written and spoken English and background must include experience in High Density Residential projects of the type found in the Housing Commission Limits.

3.03 LICENSE AND PERMITS

The Contractor shall have and maintain a valid C-27 Landscaping license. All applications of chemical controls, i.e., herbicides and pesticides, shall be done in compliance with governmental requirements. Applications of such materials shall be done by personnel licensed by the State of California, Department of Food and Agriculture. Contractor will obtain any permits required by local governmental agency for the use of special chemicals.

3.04 DRESS CODE AND APPEARANCE

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All Contractors' 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.

3.05 PROJECT INSPECTIONS

Upon request, the Contractor or his representative will walk the project with the Contracting Officer 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.

3.06 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 (Cal OSHA), 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.

3.07 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.

THE SAN DIEGO HOUSING COMMISSION'S RIGHT TO DO WORK

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.

3.09 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 Contracting Officer or designee.

3.10 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

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such other facts the Contracting Officer 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.

3.11 PROTECTION OF PROPERTY DURING INCLEMENT WEATHER

During periods of storms, the Contractor shall provide additional landscape services as required. If remedial work is required beyond the scope of this contract, it will be reimbursed on a separate purchase order.

3.12 PROTECTION OF EXISTING FACILITIES AND STRUCTURES

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.

3.13 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 Contracting Officer 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.

3.14 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.

3.15 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. The Contractor shall submit a Site Maintenance Schedule describing maintenance operations and when work and applications

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of chemicals/fertilizers 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 April, and October. All forms and schedules shall be of a format supplied by, or approved by the San Diego Housing Commission.

3.16 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.

3.17 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 therefore.

3.18 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 Contracting Officer or designee to be unsafe, in disrepair or unsatisfactory, shall be repaired or replaced immediately.

3.19 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.

3.20 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.

3.21 ADMINISTRATION

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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. Provide report and schedule forms needed to indicate the major items of work and further delineate the time frames for accomplishment. Forms are to be acceptable to Contracting Officer or designee.
- 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 before the first day of the months, April, and October
 - d. Failure to supply the site maintenance and weekly schedule shall result in the deduction and forfeit of One Hundred Fifty Dollars (\$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 Contracting Officer or designee at least twelve (12) hours prior to the scheduled time for the work.
 - f. Failure to notify the Contracting Officer or designee 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 Contracting Officer or designee.
- b. Failure to complete the work as scheduled or as specified herein will result in the following actions:

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- 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.
- 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 Contracting Officer 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.
 - 2) Failure to provide adequate equipment resources in compliance with San Diego Housing Commission Specifications, and as directed by the Contracting Officer 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 by the Contracting Officer or designee 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 Contracting Officer or designee will result in a deficiency deduction of One Hundred Fifty Dollars (\$150) per instance.

6. Resident Employment Opportunity

The San Diego Housing Commission asks that the Contractor make a good faith effort in the hiring and training of Housing Commission residents. The Contractor shall maintain any and all records/solicitations used towards this effort.

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LANDSCAPE MAINTENANCE EQUIPMENT INVENTORY

The following equipment is to be included within the Contractors landscape 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 Contracting Officer or designee shall be repaired or replaced immediately.

MOWING EQUIPMENT

1. Mechanically, ground driven or Hydraulic driven gang reel mowers capable of providing variable cutting widths and cutting heights of 1" shall be used on warm season turf grasses such as common Bermuda and Kikuyu grasses.
2. Hydraulic driven reel mower deck widths shall vary depending where applicable. Mowers shall be capable of providing cutting heights from 3/4" to 1/2" and have the ability of collecting grass clippings if deemed necessary by the Contracting Officer or designee.
3. Rotary mowing lawn tractors shall be used to cut cool season grasses where applicable. Mower deck widths shall vary depending on terrain and location. Mowers shall be capable of providing cutting heights from 1-1/2" to 3", and have the option of collecting grass clippings if deemed necessary by the Contracting Officer or designee.
4. Self propelled walk behind rotary mowers with the capability of collecting grass clippings may be required on small turf areas or areas deemed necessary by Technical Services Manager or designee.

VERTICAL MOWERS/DE-THATCHER

1. Self propelled walk behind vertical cutting mowers (renovators), shall be used on small turf areas and areas not easily accessed by larger vertical cutting mowers, or areas deemed necessary by Contracting Officer or designee.
2. A vertical cutting mower (de-thatcher) hydraulically or P.T.O. driven from attached tractor with a minimum cutting width of 60" shall be used on large turf areas. Blades shall be free swinging and spaced a maximum of 2" apart.
3. A vertical cutting mower (renovator) hydraulically or P.T.O. driven from attached tractor with fixed 1/8" thick, 12" diameter, 8-10 pointed slicing type blades, spaced a maximum of 2" apart, shall be used on all hybrid Bermuda grasses.

FLAIL MOWER

A flail mower hydraulically or P.T.O. driven from attached tractor with a minimum cutting width of 60" shall be used on all areas requiring periodic weed abatement mowing. Flail mower shall be equipped with appropriate type, free swinging blades spaced a maximum of 2" apart.

TURF VACUUM/POWER RAKE

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Contractor shall provide a turf vacuum/power rake having the capability to pick up leaves, verticut clippings, and other debris. Turf vacuum/power rake shall be a minimum of 60" wide, and have an agitating raking mechanism to aid in the proficiency of the vacuum.

AERATORS

1. Walk behind self propelled aerators shall be used on smaller turf areas or other areas deemed necessary by the Contracting Officer or designee. Aerators shall have tines 3/4" in diameter spaced a maximum of 3" apart.
2. Aerators a minimum of 60" wide shall be used on large turf areas. Aerators shall run under their own power or be pulled from an attached tractor. Aerators shall be capable of following contours and minor grade changes in the turf grasses. Aerator tines shall be 3/4" in diameter, spaced a maximum of 3" apart and be capable of penetrating the soil to a minimum depth of 3".

FERTILIZER SPREADER

Contractor shall provide a fertilizer spreader, P.T.O. driven from attached tractor.

UTILITY TRACTOR

Contractor shall provide a utility tractor capable of operating specified equipment. Tractor shall provide power to auxiliary equipment. Power provided (hydraulic or P.T.O.) shall be within manufacturer specified limits for attached equipment.

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.

PESTICIDE APPLICATION EQUIPMENT

1. Contractor shall provide a large capacity (200 gallon minimum) pesticide sprayer. Sprayer shall have a minimum 10' spray boom for broadcast application. Sprayer shall also have a spray wand/gun with a minimum of 200' of hose.

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PERFORMANCE DEFICIENCY DEDUCTION NOTIFICATION

Notification to: _____

Date: _____ Time: _____ a.m. / p.m. 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 Contracting Officer 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. Failure to supply adequate staffing to meet the goals of the Landscape Maintenance Contract; deduction of \$100 per day
- _____ 8. Other _____

Comments: _____

Technical Services Representative

Contracting Officer or designee

Attachment 1

DESCRIPTION OF DEFICIENCIES

<u>Paragraph</u>	<u>Deficiency</u>	<u>Deduction</u>
3.01 (3)	Failure to keep emergency information current	\$100 per occurrence
3.21 (2.d.)	Failure to supply weekly schedule	\$150 per day
3.21 (4.b.1.)	Performance not on schedule	\$100 per day
3.21 (5.b.1.)	Failure to protect Public Health and/or correct	\$250 per safety concerns occurrence
3.21 (5.b.2.)	Failure to provide adequate equipment resources	\$100 per day/per occurrence
3.21 (5 d.)	Non-compliance with Conditions, Specifications, occurrence	\$150 per Schedules, Directives

Attachment 1

**CONTRACT ATTACHMENT NO. 3
COMPENSATION SCHEDULE**

LANDSCAPE MAINTNENANCE SERVICES

	Site Address	# Of Units	Cost Per Month Apr 1 - Sep 30	Cost Per Month Oct 1 - Mar 31	Total Annual Cost
1	10101 Maya Linda Rd.	132	\$ 12,993.75	\$ 4,805.83	\$ 17,799.58
2	2052 Via las Cumbres	120	\$ 4,827.79	\$ 956.82	\$ 5,784.61
3	605 Picador	78	\$ 7,010.81	\$ 3,464.32	\$ 10,475.13
4	2420 44th	8	\$ 595.64	\$ 317.91	\$ 913.55
5	3222 Camulos	12	\$ 969.68	\$ 474.34	\$ 1,444.02
6	3919 Mason	8	\$ 595.65	\$ 317.91	\$ 913.56
7	5385 Trojan	3	\$ 297.89	\$ 161.56	\$ 459.45
8	4095 Valeta	4	\$ 355.55	\$ 161.56	\$ 517.11
					\$ -
9	3030 30th St	5	\$ 374.17	\$ 198.06	\$ 572.23
10	4254 36th St	5	\$ 374.17	\$ 198.06	\$ 572.23
11	4343 38th St	5	\$ 374.17	\$ 198.06	\$ 572.23
12	3010 39th St	2	\$ 322.69	\$ 161.61	\$ 484.30
13	3617 42nd St	4	\$ 297.88	\$ 161.56	\$ 459.44
14	4261 45th St	6	\$ 450.58	\$ 239.77	\$ 690.35
15	4566 51st St	5	\$ 374.17	\$ 198.06	\$ 572.23
16	4043 Wilson Ave	5	\$ 374.17	\$ 197.98	\$ 572.15
17	2932 30th St	5	\$ 374.17	\$ 198.06	\$ 572.23
18	3012 30th St	5	\$ 374.17	\$ 198.06	\$ 572.23
19	3217 30th St	5	\$ 374.17	\$ 198.06	\$ 572.23
20	4729 32nd St	5	\$ 374.17	\$ 197.76	\$ 571.93
21	4632 33rd St	5	\$ 374.17	\$ 198.06	\$ 572.23
22	4720 34th St	4	\$ 355.55	\$ 161.56	\$ 517.11
23	4756 35th St	4	\$ 355.55	\$ 161.56	\$ 517.11
24	4575 38th St	8	\$ 595.65	\$ 317.91	\$ 913.56
25	2628 44th St	8	\$ 595.64	\$ 317.91	\$ 913.55
26	2716 44th St	4	\$ 297.89	\$ 161.56	\$ 459.45

Attachment 1

27	2734	44th St	4	\$ 297.89	\$ 161.56	\$ 459.45
28	4225	44th St	6	\$ 450.58	\$ 239.77	\$ 690.35
29	4078	47th St	4	\$ 297.88	\$ 161.56	\$ 459.44
30	4286	48th St	4	\$ 297.89	\$ 160.55	\$ 458.44
31	3280	A Street St	2	\$ 193.94	\$ 78.22	\$ 272.16
32	2005	Alaquinas Dr	66	\$ 5,880.55	\$ 2,859.33	\$ 8,739.88
33	4207	Altadena Ave	2	\$ 152.56	\$ 77.62	\$ 230.18
34	4479	Altadena Ave	8	\$ 595.65	\$ 317.91	\$ 913.56
35	4080	Arizona St	4	\$ 355.55	\$ 161.14	\$ 516.69
36	3974	Bancroft St	7	\$ 526.86	\$ 276.28	\$ 803.14
37	3984	Bancroft St	7	\$ 526.86	\$ 276.28	\$ 803.14
38	7777	Belden St	243	\$ 14,545.25	\$ 7,040.83	\$ 21,586.08
39	2955	Boston Ave	5	\$ 374.17	\$ 198.06	\$ 572.23
40	178	Calle Primera	70	\$ 6,338.82	\$ 3,079.43	\$ 9,418.25
41	2766	Cardinal Rd	2	\$ 286.25	\$ 104.22	\$ 390.47
42	4147	Chamoune Ave	6	\$ 450.58	\$ 239.77	\$ 690.35
43	3850	Cherokee Ave	5	\$ 374.17	\$ 197.98	\$ 572.15
44	4360	Cherokee Ave	5	\$ 374.17	\$ 197.98	\$ 572.15
45	2326	E. Jewett St.	4	\$ 355.55	\$ 161.56	\$ 517.11
46	7105	Eastman /	50	\$ 3,232.28	\$ 1,428.05	\$ 4,660.33
	7085	Levant Street				\$ -
47	12643	El Camino Real	45	\$ 3,620.15	\$ 1,403.49	\$ 5,023.64
48	2477	Fairmount Ave	4	\$ 297.89	\$ 161.56	\$ 459.45
49	2701	Figueroa Ave	6	\$ 450.58	\$ 239.77	\$ 690.35
50	7526	Fulton St	31	\$ 1,874.72	\$ 930.82	\$ 2,805.54
51	2615	Genesee Ave	11	\$ 969.68	\$ 391.00	\$ 1,360.68
52	4450	Georgia St	8	\$ 595.65	\$ 317.91	\$ 913.56
53	8637	Glenhaven St	4	\$ 355.55	\$ 161.56	\$ 517.11
54	8649	Glenhaven St	4	\$ 355.55	\$ 161.56	\$ 517.11
55	8661	Glenhaven St	4	\$ 355.55	\$ 161.56	\$ 517.11
56	8701	Glenhaven St	4	\$ 355.55	\$ 161.56	\$ 517.11
57	7891	Golfcrest Dr	9	\$ 775.75	\$ 356.48	\$ 1,132.23
58	2045	Grand Ave	5	\$ 374.17	\$ 198.06	\$ 572.23
59	2381	Grove Ave	41	\$ 3,665.79	\$ 1,952.13	\$ 5,617.92
60	3081	Hawthorne St	4	\$ 322.69	\$ 161.61	\$ 484.30
61	1351	Hollister St	20	\$ 1,794.76	\$ 963.31	\$ 2,758.07

Attachment 1

62	2644	Hornblend St	5	\$ 374.17	\$ 198.06	\$ 572.23
63	8714	Hurlbut St	4	\$ 355.55	\$ 161.56	\$ 517.11
64	8726	Hurlbut St	4	\$ 355.55	\$ 161.56	\$ 517.11
65	3125	Ivy St	5	\$ 374.17	\$ 197.98	\$ 572.15
66	4205	Juniper St	20	\$ 1,680.13	\$ 938.68	\$ 2,618.81
67	4273	Juniper St	24	\$ 1,794.75	\$ 953.74	\$ 2,748.49
68	2727	Meade Ave	6	\$ 450.58	\$ 239.77	\$ 690.35
70	5071	Muir Ave	8	\$ 639.99	\$ 317.91	\$ 957.90
71	4890	Naples St	4	\$ 355.55	\$ 161.56	\$ 517.11
72	8005	Noeline Ave	1	\$ 190.97	\$ 104.25	\$ 295.22
73	4050	Oakcrest Dr	4	\$ 297.89	\$ 161.56	\$ 459.45
74	5974	Old Memory Lane	1	\$ 190.97	\$ 188.40	\$ 379.37
75	4180	Poplar St	9	\$ 763.72	\$ 469.10	\$ 1,232.82
76	4055	Pulitzer Place	50	\$ 3,878.73	\$ 1,824.19	\$ 5,702.92
77	2325	Rachael Ave	3	\$ 274.94	\$ 129.71	\$ 404.65
78	5326	Rex Ave	4	\$ 297.89	\$ 161.56	\$ 459.45
79	5330	Rex Ave	4	\$ 297.89	\$ 161.56	\$ 459.45
80	5359	Santa Margarita	32	\$ 2,875.63	\$ 1,487.48	\$ 4,363.11
81	7281	Saranac St	7	\$ 646.46	\$ 277.88	\$ 924.34
82	5233	Stu Ct	1	\$ 198.89	\$ 104.20	\$ 303.09
83	281	Sycamore Rd	24	\$ 2,137.34	\$ 1,146.19	\$ 3,283.53
84	391	Sycamore Rd	41	\$ 3,665.79	\$ 1,892.59	\$ 5,558.38
85	402	Sycamore Rd	24	\$ 2,138.41	\$ 1,146.19	\$ 3,284.60
86	6511	Tait St	4	\$ 355.55	\$ 161.56	\$ 517.11
87	3630	Van Dyke Ave	4	\$ 450.58	\$ 239.77	\$ 690.35
Totals				\$ 111,773.46	\$ 52,451.40	\$ 164,224.86

Indicate Approval by Initials Below:

Commission _____

Aztec Landscaping, Inc. _____

General Counsel _____

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 2



CONSENSUS FORM

Evaluation Review

Project: Landscape Maintenance Services

Date: June 30, 2008

Contractor's Name	Maurcell Gresham	Gary Gelbman	Anthony Griffin	Total Score
Aztec Landscaping, Inc.	100	100	100	300
Greenscape Sunway Systems	70	70	70	210
Brewer Lawn Maintenance, Inc.	54	54	54	162
Bowen & Park, Inc.	40	40	40	120

Panel determination of most responsive proposal

Aztec Landscaping, Inc.

Maurcell Gresham

Panel Chair

SAN DIEGO HOUSING COMMISSION

1122 Broadway Suite 300, San Diego CA 92101

Name of Firm: Aztec Landscaping, Inc

Payroll Ending Date _____

WORK FORCE REPORT OF SAN DIEGO COUNTY

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

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

OCCUPATIONAL CATEGORY	(1) African- American		(2) Latino		(3) Asian Pacific Islander		(4) American Indian		(5) Caucasian		(6) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Executive, Administrative, Managerial			4	3					2	2		
Professional Specialty			1									
Engineers/Architects			1									
Technicians and Related Support												
Sales			2	1					2			
Administrative Support/Clerical	2		3	5		1			2	1		
Services			10	4					1			
Precision Production, Craft and Repair			9		1				1			
Machine Operators, Assemblers, Inspectors	2		8								1	
Transportation and Material Moving	5		44	6							2	
Handlers, Equipment Cleaners, Helpers and Non-construction Laborers*	5		41	9					2			
TOTALS EACH COLUMN												
DISABLED (by ethnicity & gender)												
GRAND TOTAL OF ALL EMPLOYEES	14		123	28	1	1			10	3	3	

NON PROFIT AGENCIES ONLY

President												
Vice President												
Secretary												
Treasurer												
TOTALS EACH COLUMN												