

**COUNTY OF SAN DIEGO – DEPARTMENT OF PURCHASING AND CONTRACTING
CONTRACT NO. 537944 AMENDMENT NO. 1**

To Aztec Landscaping, Inc., Contractor. Pursuant to the contract changes clause, you are directed to make the changes described herein to the Contract or do the following described work not included in the previous agreed on Statement of Work.

Title of Contract, Project, or Program: Landscape Maintenance Services for County Service Areas 26A – Cottonwood Village and 26B – Monte Vista Village Effective Date: August 15, 2011

Description of Contract Change(s) and/or Work To Be Done: Please remove and replace the Exhibit A, Statement of Work (SOW) with the attached revised Exhibit A, SOW. The revised Exhibit A, SOW has been modified as follows:

- a. Page 7, Item number 5 the frequency of fertilization applications has been revised to an as needed basis. The sentence in Item number 5 now reads as follows: "Fertilization of all red apple ice plant within the County Service Areas shall be on an as needed basis with approved commercial grade fertilizer having the guaranteed analysis of 16-6-8 in a homogeneous pelletized form and containing 18% sulfur, 1.5% iron and 0.1% zinc."
- b. Page 11, Item number 2, sections a & b notification of the COTR has been modified to include an alternate contact. Sentence (a) in Item number 2 now reads as follows: "The contractor shall immediately notify the COTR or Preventive Maintenance Coordinator of any fallen tree that impacts roadways, designated walking/horse trails or sidewalks or any fallen tree within the County Service Areas. Sentence (b) in Item number 2 now reads as follows: "The contractor shall immediately remove a fallen tree that impacts roadways, designated walking/horse trails or sidewalks after receiving approval from the COTR or Preventative Maintenance Coordinator".
- c. Page 12, Item number 9, sections A – E periods of performance have been corrected to read as follows:
 - A. Initial Contract Term: July 7, 2011 through July 6, 2012
 - B. First Option Period: July 7, 2012 through July 6, 2013
 - C. Second Option Period: July 7, 2013 through July 6, 2014
 - D. Third Option Period: July 7, 2014 through July 6, 2015
 - E. Fourth Option Period: July 7, 2015 through July 6, 2016
- d. Page 12, Item number 10, first paragraph, second sentence the words "may also be" have been removed and replaced with "is". The sentence now reads as follows: "If Consultant will receive federal funds, the Contract is subject to the payment of prevailing wages pursuant to the Davis-Bacon Act, 40 USC § 3141 et seq., and other federal laws."

All other Terms and Conditions remain in effect.

IN WITNESS WHEREOF, County and Contractor have executed this Amendment effective as of the date first set forth above:

We, the undersigned Contractor, have given careful consideration to the change proposed and hereby agree, if this proposed change is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work specified and will accept as full payment for the initial contract term a total of \$100,860 and \$50,000 for as needed services, option year one a total of \$103,380 and \$50,000 for as needed services, option year two a total of \$105,960 and \$50,000 for as needed services, option year three a total of \$108,600 and \$50,000 for as needed services and option year four a total of \$111,312 and \$50,000 for as needed services.

Contract term is unchanged.

Cumulative Contract Total Price remains unchanged and is: \$530,112 and a not to exceed amount of \$50,000 for as needed services for the initial period and each option year.

By: *Rafael Aguilar* Date: 8/2/11
Rafael Aguilar, V.P. of Operations
Aztec Landscaping, Inc.

THIS AMENDMENT IS NOT VALID UNLESS APPROVED BY THE DIRECTOR, DEPARTMENT OF PURCHASING AND CONTRACTING.

DEPARTMENT REVIEW AND RECOMMENDED APPROVAL:

By: *Catherine Laura Halsted* Date: 8/8/11
Catherine Halsted, Administrative Analyst III
Contracting Officer's Technical Representative (COTR)

APPROVED:

By: *Winston F. McColl* Date: 08-11-11
WINSTON F. MCCOLL, Director
Department of Purchasing & Contracting

APPROVED AS TO FORM AND LEGALITY

By: *Thomas C. Bourke* Date: 8/9/11
Senior Deputy County Counsel

**COUNTY AGREEMENT NUMBER 537944
AGREEMENT WITH AZTEC LANDSCAPING, INC. FOR LANDSCAPE MAINTENANCE
SERVICES FOR COUNTY SERVICE AREAS 26A - COTTONWOOD VILLAGE AND 26B -
MONTE VISTA VILLAGE
EXHIBIT A - STATEMENT OF WORK**

STATEMENT OF WORK

**LANDSCAPE MAINTENANCE SERVICES
FOR COUNTY SERVICE AREA 26A COTTONWOOD AND 26B MONTE VISTA**

1. DESCRIPTION

The County of San Diego Department of Public Works (DPW), Special Districts Administration (SDA), is establishing a contract for Landscape Maintenance Services for two (2) County Service Areas (CSA); 26A Cottonwood Village, and 26B Monte Vista Village. The contract will be for an initial period of one (1) year, and four (4) one-year County option renewal periods.

The contract includes the following routine maintenance services:

- Irrigation
- Fertilization
- Weed and Litter Removal
- Pruning, Trimming of Shrubs and Plants
- Ground Cover Care and Erosion Control

In addition, the contract includes the following As-Needed additional services:

- Minor Irrigation System Repairs
- Trimming, Pruning of Trees and/or Removal of Trees

Contractor shall possess at the time of submitting the bid, a valid California contractor's license, Classification C-27, Landscaping Contractor. Tree maintenance work must be performed by a D-49, Tree Service Contractor. If bidding contractor does not hold a valid D-49 license, tree work shall be subcontracted to a D-49 licensed contractor and subcontractor must be listed at the time of submitting bid. Contractor will be required to pay prevailing wage rates and to maintain weekly certified payroll documentation.

2. GENERAL INFORMATION

- A. A qualified on-site supervisor shall be assigned to oversee the landscape maintenance.
- B. Contractor must pay prevailing wages. Prevailing wage requirements will be monitored by the County, including inspection of payroll records prior to payment.
- C. No travel time will be paid to any contracted employee.

3. AREAS

The areas to be maintained by the Contractor are situated in the Rancho San Diego area of El Cajon within the County of San Diego, State of California. There are two separate County Service Areas which pay a special assessment for landscaping. One is Cottonwood Village and the other is Monte Vista Village. A precise map and plan of both County Service Areas are

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attached as Attachment A and Attachment B to the Statement of Work, which are described as follows:

A. Area A: (Cottonwood Village)

The areas to be included for maintenance in the road right-of-way are medians, slopes, parkways and one small non-irrigated open space. The total area to be maintained is outlined below (sq. ft. are approximate):

1. **Irrigated medians** 11,922 sq. ft.
 - a. Brabham Street
 - b. Muirfield Drive
 - c. Inverary Drive
 - d. Medinah Drive

2. **Irrigated parkways (5' maintained parkway strip)** 8,600 sq. ft.
 - a. Brabham Street (south side) from Hilton Head to the east side of Lot 80
 - b. Brabham Street (north side) from Greenwich Road to the east end of Lot 75
 - c. Hilton Head from Muirfield Drive to 160' East of Emerald Point Lane
 - d. Both sides of Emerald Point Lane from Hilton Head intersection to 60' south of Hilton Head

3. **Irrigated slopes** 273,554 sq. ft.
 - a. East side of Hilton Head Road
 - b. West side of Congressional Drive
 - c. Both sides of Muirfield Drive
 - d. Both sides of Medinah Drive
 - e. North side of Willow Glen Drive (See attached map)

4. **Small Open Space** 1,250 sq. ft.
 - a. Small portion of open space area #968 (approximately 25 feet by 50 feet) which includes a small bench at the overlook facing towards the golf course south of Willow Glen, providing weed and litter control.

B. Area B: (Monte Vista Village)

1. **Irrigated medians** 59,400 sq. ft.
 - a. Fury Lane, 22,200 sq. ft.
 - b. Wieghorst Way, 37,200 sq. ft.

2. **Irrigated slopes** 136,000 sq. ft.
 - a. Fury Lane

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- b. Wieghorst Way. There is an equestrian trail that runs along portions of the West side of the street. Vegetation must be kept clear from the trail 5 feet wide and 15 feet high. Trail maintenance is not required.
 - c. Calle Albara (North side)
 - d. Brabham Street
3. **Irrigated parkways (5' maintained parkway strip) 153,174 sq. ft.**
- a. Fury Lane, from approximately 400 ft. north of Jamacha Road (West side) and approximately feet north of Jamacha Road (East side) to Wieghorst Way.
 - b. Wieghorst Way, from Fury Lane to approximately 300 ft. north of Calle Albara
 - c. Calle Albara (North side)
 - d. Brabham Street (Between Fury & Apolinaria)
 - e. Avenida Apolinaria (West side)

4. DUTIES OF CONTRACTOR AND DESCRIPTION OF WORK

Contractor must be a licensed landscaping contractor with the California Contractors State License Board (CSLB) as required in this Statement of Work.

It is understood and agreed that the purpose and intent of this contract is to provide a level of maintenance within the County Service Areas which shall present at all times an appearance acceptable to the County's COTR.

The Contractor shall perform landscape maintenance within the County Service Areas, and more specifically, shall perform each and all of the duties in this Statement of Work.

Contractor shall provide a lead person with adequate manpower to ensure timely and competent completion of all contract requirements. Lead person shall provide monitoring and inspecting a minimum of once per week.

No Travel time and move-in, move-out time to and from the job site will be paid.

Contractor shall be available by telephone or pager 24 hours a day to respond to emergencies, such as irrigation line breaks and/or broken sprinkler heads, to turn off irrigation system.

Contractor will maintain a small portion of open space area #968 (approximately 25 feet by 50 feet) which includes a small bench at the overlook facing towards the golf course south of Willow Glen, providing weed and litter control.

Contractor assumes the responsibility to observe all applicable federal, state and local laws, regulations and guidelines in the performance of its work, including without limitation the regulations established by O.S.H.A. and to perform all work in a safe and prudent manner.

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5. ROUTINE LANDSCAPE MAINTENANCE SERVICES

A. IRRIGATION

1. Water Usage

All water necessary for the proper maintenance of the County Service Areas shall be provided free of charge to the contractor, paid for by the County of San Diego. An automatic irrigation system is currently in use within the landscaped areas. The timing and operation of this irrigation system performed by the Contractor shall be in consultation with the COTR and within the guidelines of the Otay Water District. Contractor will carefully monitor on site water usage and make adjustments to prevent off-site water runoff.

2. Water Conservation

The Contractor shall provide the necessary irrigation system modification as required by the water shortage response plan guidelines instituted by the Otay Water District and the San Diego County Water Authority during a water shortage.

To minimize water use, the Contractor shall turn off irrigation systems during periods of rainfall and all other times when suspension of irrigation is desirable, while remaining within the guidelines of good horticulturally acceptable practices. The Contractor shall keep the County informed if water rationing takes place and perform any and all necessary adjustments to water usage.

Contractor shall comply with storm water requirements under the County of San Diego, Watershed Protection Ordinance (WPO); the WPO and BMP Standards Manual, along with a Clean Water TOOLBOX – Best Management Practices for the San Diego region.

3. Operation of Automatic Controllers

- a) Where the operation of automatic controllers is required as part of this contract, the Contractor shall:
- b) Not duplicate any coded County key furnished by the COTR for access and operation of the controller;
- c) Surrender all keys furnished promptly at the end of the contract period, or any time deemed necessary by the COTR;
- d) Protect the security of all property by keeping controller cabinet and all other doors locked at all times;
- e) Refrain from using premises for storage of material, supplies or other tools except as approved by the COTR.

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4. Maintenance of Station Numbers

The Contractor shall be responsible for maintaining any painted automatic irrigation box numbers on the lids of the automatic control valve boxes and corresponding numbers on the lids of automatic controllers where applicable.

5. Inspection

The Contractor shall inspect the operation of the automatic irrigation system for any malfunction at least once a month. The Contractor shall maintain the irrigation system spray for proper coverage. Whatever adjustments are necessary to prevent overspray on streets or other areas not designated to be irrigated shall be made by the Contractor immediately upon discovery or notification of such problem.

The Contractor shall provide adequate irrigation to maintain horticulturally acceptable growth and color of plant material within the County Service Areas.

B. FERTILIZATION

Fertilizer application on all shrubs and ground covers shall be mandatory at intervals specified herein or alternative schedules for native/drought tolerant plants or other plant types in consultation with the COTR. Alternative schedules shall be submitted and retained in the contract file. At the specified times, a balanced fertilizer shall be applied at the manufacturer's recommended rate within the County Service Areas. It is further recommended that the balanced fertilizer be in a pellet or granular form that will dissolve slowly over the interval between applications.

1. Materials

The Contractor shall furnish, at his own expense all labor, equipment and materials necessary for the satisfactory application of fertilizer as stated herein. Proof of purchase (i.e., invoices from the agricultural supplier showing quantity, quality and date of purchase) must be presented to the County prior to the Contractor's monthly installment for landscape maintenance,

The fertilizer shall be delivered to the site in the original unopened containers bearing the manufacturer's guaranteed analysis. Damaged packages will not be accepted. The Contractor shall furnish the County with duplicate signed, legible copies of all certificates and invoices for all fertilizer to be used in this contract. The invoices must state the grade, amount and quantity received. Both the copy to be retained by the County and the Contractor's copy must be signed by the County before any material may be used. The Contractor may not begin the actual application until the obligations in the following paragraph, "notification", have been complied with.

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2. Notification

The Contractor shall inform the County at least forty-eight (48) hours before beginning any fertilization, insecticide or herbicide applications, and shall have previously submitted a schedule of application showing the site, date and approximate time of application. Submission of the schedule does not release the Contractor of any of the other obligations described in this paragraph or in the preceding paragraph (1), "Materials". The structure of the schedule (i.e., timing or the number of sites per day or week) shall be designed to preclude other at-site requirements of this contract.

3. Fertilization Specification for Large Trees

All trees (larger than 3" caliper) within the median, parkway and slope areas shall be fertilized once a year, preferably in the spring months (March, April or May) in the following manner:

The Contractor shall determine the distance from the tree trunk to the periphery of the root zone and will broadcast the slow-release fertilizer (as defined in the fertilizer specifications for trees) in that area at a rate of 200 pounds of nitrogen per acre using the following formula:

$$\frac{\text{Radius (squared)} \times \text{lbs. nitrogen per acre}}{140 \times \text{"Nitrogen" fertilizer}} = \text{lbs. fertilizer to be spread over root zone}$$

Radius: distance from the tree trunk to the periphery of the root zone (this distance will extend beyond the drip line of the canopy in most established trees).

140: conversion constant of the universal tree fertilization calculation formula (U.T.F.C.).

For example, the formula for an application at a rate of 200 pounds of nitrogen per acre, using 21-8-8 slow-release fertilizer to be applied for a tree with a 10 foot root spread is:

$$\frac{10 \text{ (squared)} \times 200}{140 \times 21} = 6 \text{ lbs., 12 oz. (approximately 7 lbs.) of 21-8-8 fertilizer per tree}$$

This fertilizer shall consist of a slow-release formula, such as Agriform (21-8-8), Osmocote, or equal.

Adequate irrigation shall immediately follow the application of the fertilizer to help the fertilizer material attach itself directly onto the soil surface.

The fertilizer utilized on large trees shall meet the following standards:

- a) Particle Size: Shall be a uniform pelletized material.

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- b) 21-8-8 commercial slow-release fertilizer with the following guaranteed analysis:
- | | |
|------------------------------------|-----|
| Total Nitrogen | 21% |
| 16% Ammoniac Nitrogen | |
| Available Phosphoric Acid (P205) | 8% |
| Derived from Ammonium Phosphate | |
| Water Soluble Potash (K20) | 8% |
| Derived from Muriate of Potash | |
| Sulfur (S) Expressed as Elemental | 18% |
| Derived from Sulfides and Sulfates | |
- c) Packaging: 50 pound multi-wall paper bags, polyethylene lined for moisture resistance

4. Fertilization Specifications for Slopes, Parkways, Medians and Small Trees

Fertilization of all shrub beds, ground cover areas and young trees (3" caliper and smaller) within the designated slopes, parkways and medians shall be accomplished three times per year with approved commercial grade fertilizer having the guaranteed analysis of 16-6-8 in a homogeneous pelletized form and containing 18% sulfur, 1.5% iron and 0.1% zinc.

Fertilizer shall be applied at the rate specified below:

16-6-8, 10 lbs. per 1,000 sq. ft. (1.5 pounds of actual nitrogen)	Jan. 15 – 31
16-6-8, 10 lbs. per 1,000 sq. ft. (1.5 pounds of actual nitrogen)	May 15 – 31
16-6-8, 10 lbs. per 1,000 sq. ft. (1.5 pounds of actual nitrogen)	Nov. 15 – 31

Adequate irrigation shall immediately follow the application of fertilizer to help the fertilizer material attach itself directly onto the soil surface.

5. Fertilization Specifications for Aptenia Cordifolia (Red Apple Ice Plant)

Fertilization of all red apple ice plant within the County Service Areas shall be on an as needed basis with approved commercial grade fertilizer having the guaranteed analysis of 16-6-8 in a homogeneous pelletized form and containing 18% sulfur, 1.5% iron and 0.1% zinc.

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Adequate irrigation that prevents off-site runoff shall immediately follow the application of fertilizer to help the fertilizer material attach itself directly onto the soil surface.

C. WEED AND LITTER REMOVAL

The Contractor shall be responsible for the removal and disposition of all weeds, litter, leaves, paper and other debris within the medians, parkways and slopes of the County Service Areas as a part of the general maintenance operation of this contract.

1. Weed Control

The Contractor shall maintain a weed free condition within the medians, parkways and slopes at all times in order to promote better plant growth.

The complete removal of weed growth shall be accomplished on a continuing basis as weeds appear, not just on a routine or scheduled basis. For the purpose of definition, a weed shall be considered as any undesirable or misplaced plant. Weeds shall be controlled either by hand or by mechanical or chemical methods. Weeds shall not be left to die in place.

The Contractor shall be considered as negligent in the performance of the Contractor's maintenance work should weeds growing greater than five inches (5") in height or width persist within the medians, parkways and slopes.

The weed control activity shall encompass the following:

- a. All landscaped areas within the County Service Areas including, but not limited to, shrub and ground cover beds, planters, tree wells, gutters and areas covered with ornamental plants shall be kept free of all weeds at all times.
- b. Median (center island) maintenance shall include the removal of weeds growing in all paved and planted areas of center islands within County Service Areas.
- c. Prior to the beginning of seasonal weed seed germination, it is advised that the application of an approved pre-emergence herbicide with a 3-month duration of effectiveness be utilized in all open shrub and ground cover areas. Application should be timed to coincide with specified fertilization procedures.

2. Litter Removal

The Contractor shall be responsible for the removal and disposal of all litter within the County Service Areas. Litter includes bottles, glass, cans, paper, cardboard, metallic items and all other foreign objects. The Contractor shall

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remove the litter in the County Service Areas every other week. Litter shall not be placed in trash containers within the County Service Areas.

D. PRUNING, TRIMMING OF SHRUBS AND PLANTS

It shall be the responsibility of the Contractor to ensure that any shrubs or plants within the County Service Areas shall not be permitted to encroach into the roadways, designated walking/horse trails and sidewalks, and view of signs or in any manner deemed undesirable by the County.

All trimming of shrubs and plants within the medians, parkways and slopes shall be accomplished in a professional manner and with accepted horticulture practices, causing the least amount of damage to the affected shrubs and plants.

1. Staking, Guying and Pruning of Shrubs

All pruning, staking and guying of shrubs within the County Service Areas shall be accomplished in a professional manner, causing the least amount of damage to the affected shrubs. Severe pruning of shrubs will not be permitted.

All shrubs growing in the County Service Areas shall be pruned as required to maintain them in a healthy growing condition, and to maintain plant growth within reasonable bounds to prevent encroachment into the roadways, designated walking/horse trails and sidewalks, and view of signs or in any manner deemed undesirable by the County. All pruning cuts shall be made cleanly with sharp pruning tools, with no projections or stubs remaining. Pruning shall be done in a manner to permit plants to grow naturally in accordance with their normal growth characteristics. Severe pruning of shrubs shall not be permitted.

2. Staking, Guying and Pruning of Plants

All pruning, staking and guying of the plants within the County Service Areas shall be accomplished in a professional manner, causing the least amount of damage to the affected plant material. Severe pruning of plants will not be permitted.

All plants growing in the County Service Areas shall be pruned as required to maintain them in a healthy growing condition, and to maintain plant growth within reasonable bounds to prevent encroachment of passageways, walks, streets, view of signs or in any manner deemed undesirable by the County. Dead or damaged limbs or branches shall be removed immediately and all pruning cuts shall be made cleanly with sharp pruning tools, with no projections or stubs remaining. Pruning shall be done in a manner to permit plants to grow naturally in accordance with their normal growth characteristics. Severe pruning of plants shall not be permitted.

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E. GROUND COVER CARE AND EROSION CONTROL

1. Ground Covers

Ground covers are low growing plants that grow in colonies to form a solid mat over the surface of the ground. The plants give a flat or two dimensional effect to the landscape.

a. Irrigation

All areas planted with ground cover shall be adequately irrigated to maintain the planting in a healthy condition. Frequent light irrigations are not permitted.

b. Edging

Ground cover beds shall be maintained within their intended bounds and shall not be permitted to encroach into roadways, designated walking/horse trails and sidewalks or any other manner deemed undesirable by the County.

2. Erosion Control

All exposed soil surfaces in medians, parkways, slopes and shrub beds shall be maintained in a relatively smooth surface. Depressions and washouts caused by water run-off, foot traffic, etc. shall be raked smooth or filled with soils suitable for plant growth. Grounds shall be irrigated and maintained in such a manner that erosion is minimized.

6. AS NEEDED ADDITIONAL SERVICES

Contractor shall obtain approval from COTR prior to conducting any of the As Needed Additional Services under this contract. No payment will be made for work not previously authorized. Compensation for the following As Needed Additional Services will be in accordance with prices in the Price Schedule:

A. MINOR IRRIGATION SYSTEM REPAIRS

1. No major repairs to the irrigation system shall be done under this contract.
2. Irrigation system repairs under this contract are limited to the replacement of sprinkler heads and leaking valves.
3. Irrigation system components shall be replaced with the same type or comparable to the current equipment.

B. TRIMMING, PRUNING OF TREES AND/OR REMOVAL OF TREES

It shall be the responsibility of the Contractor to ensure that any trees within the County Service Areas shall not be permitted to encroach into roadways, walking/horse trails and sidewalks, and view of signs or in any manner deemed undesirable by the County. All

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trimming of trees within the medians, parkways and slopes shall be accomplished in a professional manner and with accepted arboriculture practices, causing the least amount of damage to the affected trees.

1. Trimming, Pruning of Trees

- a. An International Society of Arboriculture (ISA) Tree Worker shall be assigned to oversee tree work.
- b. All trees shall be maintained in their natural shape, except for necessary trimming and pruning. Trees shall be trimmed carefully to promote the tree's health and appearance.
 - Low branches that overhang over streets shall be removed to a height of 18 feet above the roadway, according to County specifications.
 - Low branches that overhang over sidewalks and bike paths shall be removed to a height of 10 feet, according to County specifications.
 - Low branches that overhang equestrian trails shall be removed to a height of 15 feet, according to County specifications.
- c. All dead, broken and diseased branches and stubs larger than one inch in diameter shall be removed.
- d. Tree limbs which extend beyond the natural perimeter of an otherwise symmetrical form shall be shortened.
- e. Contractor shall prune branches to lighten end-weight where such over-burden appears likely to cause breakage of tree limbs. Crossed and touching limbs and water sprouts shall be removed. Suckers shall be removed from trees as they appear.
- f. Limbs and branches shall not be allowed to extend over or through walls and fences of private properties.
- g. High trimming or pruning shall be accomplished with the aid of ladders or mechanical lifts.

2. Removal of Trees

- a. The contractor shall immediately notify the COTR or Preventive Maintenance Coordinator of any fallen tree that impacts roadways, designated walking/horse trails or sidewalks or any fallen tree within the County Service Areas.
- b. The contractor shall immediately remove fallen tree that impacts roadways, designated walking/horse trails or sidewalks after receiving approval from COTR or Preventive Maintenance Coordinator.

7. INSECT, DISEASE AND RODENT ISSUES

The Contractor shall advise the County if disease or insect infestation is found on any plant or if there is a rodent infestation. The County is responsible for any control measures. The contractor is to advise only.

8. DUTIES OF COUNTY

- a. County shall be responsible for the maintenance and distribution of water conservation measures enacted by the Otay Water District.

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- B. County shall continue to provide administrative support for County Service Area No. 26, Zone A Cottonwood Village, and No. 26 B, Monte Vista Village, including inspection of maintenance performance. No payment will be made for a billing period in which discrepancies noted by the COTR in the end of the billing period inspection that have not been corrected within fourteen (14) days of the date of inspection.

9. PERIODS OF PERFORMANCE

- | | |
|---------------------------|-----------------------------------|
| A. Initial Contract Term: | July 7, 2011 through July 6, 2012 |
| B. First Option Period: | July 7, 2012 through July 6, 2013 |
| C. Second Option Period: | July 7, 2013 through July 6, 2014 |
| D. Third Option Period: | July 7, 2014 through July 6, 2015 |
| E. Fourth Option Period: | July 7, 2015 through July 6, 2016 |

Implementation of Option Periods shall be based on satisfactory performance of the duties as specified in this Scope of Work as well as the convenience of the County.

10. PREVAILING WAGE REQUIREMENTS

Work to be performed by Consultant in accordance with this Contract may be a "public work" under Labor Code § 1720, et seq. If Consultant will receive federal funds, this Contract is subject to the payment of prevailing wages pursuant to the Davis-Bacon Act, 40 USC § 3141 et seq., and other federal laws. It is the sole responsibility of Consultant to ensure that all workers who perform work pursuant to this Contract are paid the correct rate of prevailing wages. When working on a federally funded project, Consultant shall ensure that all workers entitled to the payment of prevailing wages receive the higher of the applicable State or federal prevailing wage.

County has obtained from the Director of the California Department of Industrial Relations general prevailing wage determinations for the locality in which work is being performed. These determinations are on file and available in the Department of Purchasing and Contracting, 10089 Willow Rd. Suite 150, San Diego, CA 92131-1699 and are available from the Department of Industrial Relations on the internet at www.dir.ca.gov. Federal prevailing wage rates are available from the U.S. Department of Labor on the internet at www.wdol.gov.

Consultant acknowledges that because portions of the work to be performed by Consultant may be subject to the payment of State and federal prevailing wages, certain requirements must be included in this Contract. Consultant certifies that it is generally aware of State and federal prevailing wage requirements and shall be bound by these requirements to the extent applicable to the work performed, including, but not limited to, the following:

- 10.1 If a worker is paid less than the prevailing wage rate owed for a calendar day or portion of a day, Consultant shall pay the worker the difference between the prevailing wage rate and the amount actually paid as specified in Labor Code section 1775;
- 10.2 Consultant shall maintain and make available payroll and worker records in accordance with Labor Code §§ 1776 and 1812;

COUNTY AGREEMENT NUMBER 537944
AGREEMENT WITH AZTEC LANDSCAPING, INC. FOR LANDSCAPE MAINTENANCE
SERVICES FOR COUNTY SERVICE AREAS 26A - COTTONWOOD VILLAGE AND 26B -
MONTE VISTA VILLAGE
EXHIBIT A – STATEMENT OF WORK

- 10.3 If apprentices are employed on the project, Consultant shall ensure compliance with Labor Code § 1777.5;
- 10.4 Consultant is aware of the limitations imposed on overtime work by Labor Code § 1810, et seq. and shall be responsible for any penalties levied in accordance with Labor Code § 1813 for failing to pay required overtime wages;
- 10.5 Consultant shall be bound by each of the stipulations set forth at 40 USC § 3142(c), including the obligations to i) pay all laborers or mechanics employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at the time of payment, computed at the required wage rate; ii) post the applicable prevailing wage scale in a prominent and accessible place at the work site; and iii) agree that there may be withheld from accrued payments funds necessary to ensure workers are paid the required wage rate; and
- 10.6 In accordance with 40-USC § 3143, all or part of this Contract may be terminated for failure to pay the required prevailing rate of wages.
- 10.7 Contractor will pay prevailing wage in accordance with Southern California Basic Trade Journeyman Rates, pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1 for Landscape Maintenance Laborers. More information and to find rates can be found at the California Department of Industrial Relations website: <http://www.dir.ca.gov/DLSR/PWD/>

11. TRAVEL TIME

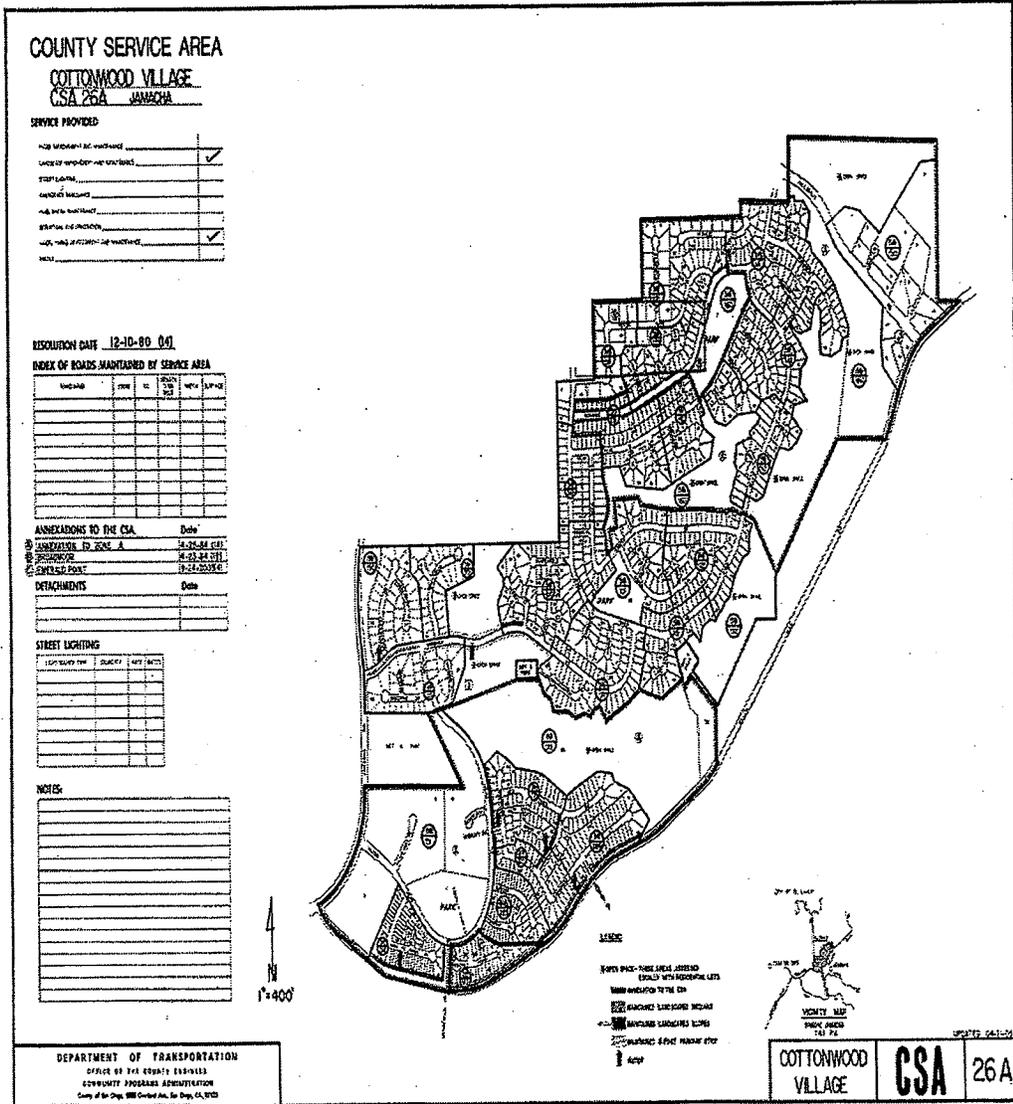
No Travel time and move-in, move-out time to and from the job site will be paid.

12. PURCHASE ORDER SCHEDULE

Payments shall be made on a monthly basis. Invoices shall be submitted to the COTR or their designee for approval and forwarding to Accounts Payable.

**COUNTY AGREEMENT NUMBER 537944
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ATTACHMENT A: SITE MAP OF CSA 26A - COTTONWOOD VILLAGE



COUNTY OF SAN DIEGO – DEPARTMENT OF PURCHASING AND CONTRACTING
CONTRACT NO. 537944 AMENDMENT NO. 2

To Aztec Landscaping, Inc., Contractor. Pursuant to the contract changes clause, you are directed to make the changes described herein to the Contract or do the following described work not included in the previous agreed on Statement of Work.

Title of Contract, Project, or Program: **Landscape Maintenance Services for County Service Areas 26A – Cottonwood Village and 26B – Monte Vista Village**
Effective Date: **April 1, 2012**

Description of Contract Change(s) and/or Work To Be Done: This amendment is correct the Exhibit A, SOW to include a street that is shown on the CSA 26B map of landscape maintenance areas but is missing from the list of streets named in the SOW. Please revise the Exhibit A, SOW as follows:

- a. Please add item f. Calle Frederico (both sides) to Item # 3. Irrigated parkways (5' maintained parkway strip) and correct the square feet to read: 156,449 sq. ft.

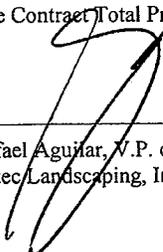
All other Terms and Conditions remain in effect.

IN WITNESS WHEREOF, County and Contractor have executed this Amendment effective as of the date first set forth above:

We, the undersigned Contractor, have given careful consideration to the change proposed and hereby agree, if this proposed change is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work specified herein.

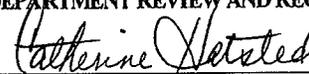
Contract term is unchanged.

Cumulative Contract Total Price remains unchanged.

By:  Date: 3/12/12
 Rafael Aguilar, V.P. of Operations
 Aztec Landscaping, Inc.

THIS AMENDMENT IS NOT VALID UNLESS APPROVED BY THE DIRECTOR, DEPARTMENT OF PURCHASING AND CONTRACTING.

DEPARTMENT REVIEW AND RECOMMENDED APPROVAL:

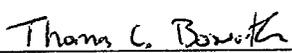
By:  Date: 3/16/12

Catherine Halsted, Administrative Analyst III
Contracting Officer's Technical Representative (COTR)

APPROVED:

By:  Date: 03-26-12
 WINSTON F. MCCOLL, Director
 Department of Purchasing & Contracting

APPROVED AS TO FORM AND LEGALITY

By:  Date: 3/19/12
 Senior Deputy County Counsel

