

**FIRST AMENDMENT  
TO CITY OF CHULA VISTA CONTRACTOR/SERVICE PROVIDER SERVICES  
AGREEMENT WITH AZTEC LANDSCAPING, INC. TO PROVIDE ON-CALL OPEN  
SPACE LANDSCAPE SERVICES**

This FIRST AMENDMENT (“First Amendment”) is entered into effective as of April 12, 2022 (“Effective Date”) by and between the City of Chula Vista (“City”) and AZTEC LANDSCAPING, INC. (“Contractor/Service Provider”) with reference to the following facts:

**RECITALS**

WHEREAS, City and Contractor/Service Provider previously entered into the City of Chula Vista Contractor/Service Provider Services Agreement with Aztec Landscaping, Inc. to Provide On-Call Open Space Landscape Services (“Original Agreement”) on December 3, 2019; and

WHEREAS, the term of the Original Agreement does not expire until December 31, 2024; and

WHEREAS, the Original Agreement included a maximum not-to-exceed contract amount of \$1,000,000; and

WHEREAS, Contractor/Service Provider has consistently been the lowest bidder of the City’s approved on-call contractors for landscape service task orders, which has resulted in a higher actual usage than was anticipated in the Original Agreement; and

WHEREAS, due to the higher than anticipated usage, Contractor/Service Provider has nearly reached the \$1,000,000 maximum not-to-exceed amount provided in the Original Agreement; and

WHEREAS, City desires to increase the maximum not-to-exceed amount to \$2,000,000 over the life of the agreement to allow for future as-needed, on-call landscape services to be provided by Contractor/Service Provider.

NOW, THEREFORE, in consideration of the above recitals and the mutual obligations of the parties set forth herein, City and Consultant agree as follows:

1. Exhibit A to the Original Agreement is amended and restated as provided in the attached Exhibit A (Amended and Restated Scope of Work and Payment Terms) which is incorporated herein by this reference.
2. Except as expressly provided herein, all other terms and conditions of the Original Agreement, as amended, shall remain in full force and effect.

3. Each party represents that it has full right, power and authority to execute this First Amendment and to perform its obligations hereunder, without the need for any further action under its governing instruments, and the parties executing this First Amendment on the behalf of such party are duly authorized agents with authority to do so.

**SIGNATURE PAGE TO FIRST  
AMENDMENT  
TO  
CITY OF CHULA VISTA CONTRACTOR/SERVICE PROVIDER SERVICES  
AGREEMENT WITH AZTEC LANDSCAPING, INC. TO PROVIDE ON-CALL OPEN  
SPACE LANDSCAPE SERVICES**

AZTEC LANDSCAPING, INC.

CITY OF CHULA VISTA

DocuSigned by:  
*Rafael A. Aguilar*  
BY: \_\_\_\_\_  
A77A37D2054B41C  
RAFAEL A. AGUILAR  
VICE PRESIDENT OF OPERATIONS

BY: \_\_\_\_\_  
MARY CASILLAS SALAS  
MAYOR

ATTEST

BY: \_\_\_\_\_  
KERRY K. BIGELOW, MMC  
CITY CLERK

APPROVED AS TO FORM

BY: \_\_\_\_\_  
GLEN R. GOOGINS  
CITY ATTORNEY

**EXHIBIT A**  
**AMENDED AND RESTATED**  
**SCOPE OF WORK AND PAYMENT TERMS**

**1. Contact People for Contract Administration and Legal Notice**

A. City Contract Administration:  
ANGELICA AGUILAR, ASSISTANT DIRECTOR OF PUBLIC WORKS  
1800 MAXWELL ROAD, CHULA VISTA, CA 91911  
(619) 397-6088  
AAGUILAR@CHULAVISTACA.GOV

For Legal Notice Copy to:  
City of Chula Vista  
City Attorney  
276 Fourth Avenue, Chula Vista, CA 91910  
619-691-5037  
CityAttorney@chulavistaca.us

B. Contractor/Service Provider Contract Administration:  
AZTEC LANDSCAPING, INC.  
RAFAEL A. AGUILAR, VICE PRESIDENT OF OPERATIONS  
(619) 572-4019  
RAFAEL@AZTECLANDSCAPING.COM  
7980 LEMON GROVE WAY, LEMON GROVE, CA 91945

For Legal Notice Copy to:  
JESSICA ANDERSON  
7980 LEMON GROVE WAY, LEMON GROVE, CA 91945  
(619) 464-3303  
JANDERSON@AZTECLANDSCAPING.COM

**2. Required Services**

A. General Description:  
Contractor will provide on-call open space landscape services as required at the direction and to the satisfaction of the Director of Public Works, in accordance with the Contract Documents.

Services will vary with each Task Order. Typical projects for which Contracting Services may be required include: landscape improvements, repair of irrigation systems, Decomposed Granite (DG) trail restoration/repair, mulching, weed control and brush abatement services, and erosion control services.

B. Detailed Description:

The number and scope of projects and assignments for which Contractor services are required will vary from year-to-year.

Contractor acknowledges and agrees that service requests from the City under this Agreement will be on an “as-needed” and/or per project or assignment basis at the sole discretion of the City. Contractor acknowledges and agrees that the City is not required to request any services from Contractor under this Agreement. Contractor acknowledges and agrees that it is not entitled to any compensation under this Agreement until such time that it has provided Required Services as explicitly authorized and approved by the City via Purchase Order.

Contractor shall furnish and provide all labor, materials, equipment, tools, facilities, skill, and services necessary to complete, in a good and workmanlike manner, all required landscape services. Contractor will provide the following services as needed:

- Design-build landscape projects and renovations to include, but are not limited to: planting of trees, lawns, shrubs, groundcovers, and installation of boulders and rock features. Projects may incorporate the removal or clearing of existing landscape.
- Installation and repair of irrigation systems, irrigation conversions, controller conversions, irrigation appurtenance repair and water auditing.
- Installation and repair of Decomposed Granite (DG) trails and paths, which may include installation of rock and gravel groundcovers.
- Installation of mulch groundcovers for weed suppression, water retention, and erosion control.
- Installation of erosion control Best Management Practices (BMP’s) such as straw wattles, rocks, sandbags, and silt fencing.
- General landscape maintenance services, which may include, but are not limited to: week control/abatement, mowing, general clean-up, and fire protection brush clearing.

Services will vary with each Task Order depending on the needs of the City.

**3. Term:** In accordance with Section 1.10 of this Agreement, the term of this Agreement shall begin December 3, 2019 and end on December 31, 2024 for completion of all Required Services.

**4. Compensation:**

A. Form of Compensation

Time and Materials. For performance of the Defined Services by Contractor/Service Provider as herein required, City shall pay Contractor/Service Provider for the productive hours of time spent by Contractor/Service Provider in the performance of said Services, at the rates or amounts as indicated below:

See Exhibit D for applicable Hourly Rates under this Agreement. The Contractor and City will negotiate the scope and fees for each task order on a project-by-project basis using the hourly billing rates specified in Exhibit D.

B. Reimbursement of Costs

None, the compensation includes all costs

Notwithstanding the foregoing, the maximum amount to be paid to the Consultant for services performed through December 31, 2024 shall not exceed \$2,000,000.

**5. Special Provisions:**

Permitted Sub-Contractor/Service Providers: None

Security: Contractor/Service Provider shall provide a payment or labor and materials bond in an amount of at least 100 percent of the amount payable by the terms of the project contract and that satisfies the requirements of California Civil Code Section 9550.

Other:

Department of Industrial Relations (DIR)/Prevailing Wages

Contractor and each of its subcontractors of every tier shall comply with all Federal and State law prevailing wage requirements for all persons employed to perform the Required Services, including but not limited to payment of prevailing wages at the specified rates. The prevailing wage rates are determined by the Department of Industrial Relations (DIR) and are available at the City and on the DIR's website.

Prior to commencing the Required Services, the Contractor shall provide the City with a list of its subcontractors and the classifications and wages of workers that will be employed to perform the Required Services. If the Contractor desires to modify the list during the term of the Agreement, Contractor shall immediately provide an updated list to the City. To verify compliance with State prevailing wage requirements, Contractor shall be registered with the DIRS's online registration of contractors and shall furnish and submit certified payrolls and other required documentation directly to the DIR. Contractor and its subcontractors of every tier shall comply with all requirements of Labor Code section 1776.

This Agreement is subject to compliance monitoring and enforcement by the DIR pursuant to Labor Code section 1771.4.

In addition to Federal and State law prevailing wage requirements, Contractor shall also comply with the following in its performance of the Required Services:

- Labor Code 1810: Hours in legal day's work;
- Labor Code 1813: Penalty for exceeding legal day's work; and
- Labor Code 1815: One and one-half time rate of pay.

Contractor acknowledges and agrees that a failure to comply with any requirements of this section authorizes the City to withhold payments under the Agreement. Nothing contained in, or not contained in, this section shall be construed to in any way limit Contractor's obligations to comply with any applicable Federal, State, or local law or regulation.

Employment of Apprentices

Contractor and its subcontractors of every tier shall comply with all requirements for employment of apprentices as provided by any applicable law or regulation, including but not limited to Labor Code sections 1777.5, 1777.6, and 1777.7. Information regarding apprenticeship standards, wage schedules, and other requirements may be obtained from the DIR.

Non-Collusion Affidavit

Prior to commencing the Required Services, Contractor shall provide a fully executed and properly notarized Non-Collusion Affidavit, in the form attached hereto and incorporated herein as Exhibit E.

Workers' Compensation Insurance Declaration

Prior to commencing the Required Services, Contractor shall provide a fully executed and properly notarized Workers' Compensation Insurance Declaration, in the form attached hereto and incorporated herein as Exhibit E.