SAN DIEGO HOUSING COMMISSION

AGREEMENT FOR TREE TRIMMING SERVICES

WITH

WEST COAST ARBORISTS, INC.

Agreement No. **PM-25-13**

This Agreement, dated for reference this 2nd day of July 2025, is entered into between the San Diego Housing Commission and each of its affiliated liability companies selected below (the "SDHC LLCs," and collectively with the San Diego Housing Commission, the "Commission"), on the one hand, and ("Contractor"), on the other hand.

☒Belden SDHC FNMA LLC, a California limited liability company

☒Central SDHC FHA LLC, a California limited liability company

☒Northern SDHC FHA LLC, a California limited liability company

☒Northern SDHC FNMA LLC, a California limited liability company

☒Southern SDHC FHA LLC, a California limited liability company

The Commission and Contractor have the following addresses and telephone numbers:

The Commission:	SAN DIEGO HOUSING COMMISSION 1122 Broadway, Suite 300 San Diego, California 92101 Tel.: 619-231-9400
Contractor:	WEST COAST ARBORISTS, INC. 8163 Commercial Street La Mesa, California 91942 Tel: 714-991-1900

This Agreement is made in accordance with the following terms and conditions:

101. Definitions. When capitalized, the terms used in this Agreement shall have the meanings ascribed thereto by the "Schedule of Definitions," attached hereto as Attachment A and incorporated herein by reference, and as otherwise defined by this Agreement, unless the context clearly requires otherwise.

102. Description of Work. Contractor shall provide services, supplies, and/or materials to the Commission as specified in the Scope of Work.

103. Term of Agreement. The term of this Agreement shall be July 1, 2025, through June 30, 2027 (the "Initial Term"), as extended pursuant to this Agreement from time to time.

(a) Extensions. Provided that Contractor is not in default under the terms of this Agreement, the Commission may extend the term for one or more periods (each such period, an "Extension Period") totaling no more than ninety (90) days, in a writing signed by the CEO and delivered to Contractor. No single Extension Period shall be less than seven (7) days. The Commission

may not extend the term for an Extension Period earlier than sixty (60) days before nor later than eighty-three (83) days after the then-applicable expiration date of the term.

The Commission shall compensate Contractor during such Extension Period on a *pro rata* basis in accordance with Section 103 as in effect on the date of extension of the term in accordance with this Subsection.

(b) Options. The Commission may also extend the term for three (3) additional one (1)-year periods (each such one-year period, an "Option Period") by giving written notice thereof to Contractor prior to the expiration of the then-current term of this Agreement or pursuant to a written agreement between the Commission and Contractor.

(c) Additional Terms. Nothing in this Section shall require the Commission to extend the term of this Agreement. The options to extend the term granted in this Section exist in favor of and for the sole benefit of the Commission and may be exercised in the Commission's sole and exclusive discretion. During any Extension Period or Option Period, all terms and conditions of the Agreement shall remain in full force and effect except as otherwise specified in this Section or any subsequently executed agreement between the Parties.

104. Compensation. The Commission shall compensate Contractor for all services performed and/or supplies and materials supplied pursuant to this Agreement in accordance with the Compensation Terms.

(a) Maximum Compensation. Notwithstanding anything in this Section or elsewhere in this Agreement to the contrary, Contractor acknowledges and understands that the Commission shall be under no obligation to compensate or reimburse Contractor for any amounts incurred in excess of Two Hundred and Forty Thousand and 00/100 Dollars ($240,000.00) ("Maximum Compensation") during the Initial Term, or during any Option Period, unless the Compensation Terms provide for greater compensation or reimbursement during such Option Period. Further, Contractor acknowledges and understands that it shall bear the sole responsibility for monitoring its expenditures and ensuring that any amounts incurred pursuant to this Agreement do not exceed the Maximum Compensation. In the event Contractor incurs amounts in excess of the Maximum Compensation, Contractor shall bear sole liability for such amounts.

(b) Method of Payment. Except as may otherwise be provided by the Compensation Terms, the Commission will endeavor to pay any invoice within thirty (30) days of submission of such invoice, subject to the approval of all amounts therein by the Commission. At a minimum, each invoice shall (i) reference the Agreement Number; (ii) reference any associated purchase order numbers; (iii) describe each service performed and/or supply or material supplied in detail and in accordance with the Scope of Work; (iv) specify the amount charged for each such service, supply, or material; (v) be accompanied by a certification (on or attached to the invoice) that the payment requested is for work performed in accordance with this Agreement; and (vi) include such other information or certifications as the Commission may specify in writing from time to time. The Commission, in its sole discretion, may elect not to pay any invoice that fails to comply with the requirements of this Subsection.

105. Insurance Requirements. Contractor shall not commence work until Contractor has obtained, at its sole cost and expense, the single-limit insurance policies checked below in at least the minimum amounts specified below. Contractor must initial next to all checked boxes.

☒	**General Liability** $1,000,000.00	DS VMG	☒	**Workers Compensation** $1,000,000.00	DS VMG
☒	**Automobile Liability** $500,000.00	DS VMG	☐	**Errors and Omissions / Professional Liability** $1,000,000.00	
☐	**Other:** $				

The Commission (including each of the SDHC LLCs), the Authority, and the City shall be named as certificate holders on all insurance policies required by this Section, and, except as to workers' compensation or professional liability policies, shall be named as additional insureds on such insurance policies. Each policy shall provide that it may not be canceled, amended, terminated, or otherwise modified except upon thirty (30) days advance written notice to the Commission, the Authority, and the City. Each policy shall be endorsed with a waiver of subrogation whereby each of Contractor's insurers shall waive all rights of subrogation against the Commission (including each of the SDHC LLCs), the Authority, and the City, and each of their respective elected or appointed commissioners, officers, members, council members, employees, or agents for losses paid by Contractor's insurers that arise out of or relate to Contractor's performance under this Agreement. Coverage shall remain in full force and effect during the entire term of the Agreement, as extended from time to time, and for such term thereafter as the Commission may reasonably specify. For any covered claims arising out of or in connection with Contractor's performance under this Agreement, the insurance required by this Section shall be primary and non-contributory to any insurance carried by the Commission (including each of the SDHC LLCs), the Authority, or the City.

106. **Necessary Approvals**.

(a) In the event that the initial amount of this Agreement exceeds, or an amendment increases the amount of this Agreement to an amount that exceeds, Two Hundred Fifty Thousand and No/100 Dollars ($250,000.00), this Agreement must be approved by the Board of Commissioners of the Commission in order to be binding upon any of the Commission Parties. In no event shall the Commission Parties be bound by this Agreement unless and until such approval, if required, is obtained. Upon Contractor's written request, the Commission shall provide evidence of such approval, if required.

(b) In the event that the initial amount of this Agreement exceeds, or an amendment increases the total amount of this Agreement to an amount that exceeds, Five Hundred Thousand and No/100 Dollars ($500,000.00), approval of this Agreement by the Authority may be necessary in accordance with Applicable Law. In no event shall the Commission be bound by this Agreement unless and until such approval, if required, is obtained. Upon Contractor's written request, the Commission shall provide evidence of such approval, if required.

107. **Agreement Documents**. In addition to this instrument, this Agreement includes the Schedule of Definitions, the General Conditions, the Scope of Work, the Compensation Terms, and the Prevailing Wage Attachment, all of which are incorporated herein by this reference, except as to the Prevailing Wage Attachment, which shall only be incorporated in accordance with Section 21 of the General Conditions.

108. Counterparts; Electronic Execution. This Agreement may be executed in one or more counterparts and, when and as so executed, all such counterparts taken together shall constitute one and the same agreement. This Agreement may be executed using any "electronic signature" in accordance with California Civil Code section 1633.2.

[Signature Page Follows]

Signature Page to Agreement for Tree Trimming Services with West Coast Arborists, Inc. (Agreement No. PM-25-13):

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the day and year first above written, effective as specified in Section 103.

Contractor:

West Coast Arborists, Inc.

DocuSigned by:
By: Victor Gonzalez Date: 7/2/2025
26EC330EA9CB402...
Name: Victor Gonzalez
Title: Vice President, Business Development

Commission:

San Diego Housing Commission

Signed by:
By: Beto Juarez Date: 7/2/2025
D833601806814C5...
Name: Beto Juarez
Title: Senior Vice President, Property Management and Asset Management, Designee

DocuSigned by:
By: George Williams DS Date: 7/2/2025
5D27F22974C6406...
Name: George Williams
Title: Interim Vice President, Procurement and Labor Compliance

Belden SDHC FNMA LLC

A California Limited Liability Company

By: San Diego Housing Commission,
a public agency
Its Sole Member

Signed by:
By: Jeff Davis Date: 7/2/2025
EE0040404B64474...
Jeff Davis
Deputy Chief Executive Officer

Central SDHC FHA LLC

A California Limited Liability Company

By: San Diego Housing Commission,
a public agency
Its Sole Member

By: Signed by: Jeff Davis EE0040404B64474... Date: 7/2/2025

Jeff Davis
Deputy Chief Executive Officer

Northern SDHC FHA LLC

A California Limited Liability Company

By: San Diego Housing Commission,
a public agency
Its Sole Member

By: Signed by: Jeff Davis EE0040404B64474... Date: 7/2/2025

Jeff Davis
Deputy Chief Executive Officer

Northern SDHC FNMA LLC

A California Limited Liability Company

By: San Diego Housing Commission,
a public agency
Its Sole Member

By: Signed by: Jeff Davis EE0040404B64474... Date: 7/2/2025

Jeff Davis
Deputy Chief Executive Officer

Southern SDHC FHA LLC

A California Limited Liability Company

By: San Diego Housing Commission,
a public agency
Its Sole Member

By: Signed by: Jeff Davis EE0040404B64474... Date: 7/2/2025

Jeff Davis
Deputy Chief Executive Officer

Approved as to Form:

Aleshire and Wynder LLP

By: _____ Date: 7/2/2025

Name: Fred Galante

Title: Special Counsel, San Diego Housing Commission

Attachment A

Schedule of Definitions

1. "Agreement" means the main instrument to which this Attachment A is attached and all exhibits or attachments thereto to the extent the same have been incorporated and as the same may be amended from time to time.

2. "Applicable Law" means all applicable federal, state, and local constitutions, treaties, laws, statutes, ordinances, regulations, rules, orders, decrees, permits, resolutions, requirements, and policies of the United States of America, the State of California, the City, the Commission, or any other governmental authority of competent jurisdiction, as the same may be amended or superseded from time to time.

3. "Authority" means the Housing Authority of the City of San Diego.

4. "CEO" means the Chief Executive Officer of the Commission or the CEO's lawful designee.

5. "City" means the City of San Diego.

6. "Claims" means damages, liabilities, claims, fines, fees, costs, penalties, judgments, complaints, causes of action, actions, and demands, including, without limitation, demands arising from injuries to or death of persons (including Contractor's employees, agents, and subcontractors) and damage to real or personal property, or any other losses, damages, or expenses.

7. "Commission" means the San Diego Housing Commission and each of the SDHC LLCs, or any of them, as the context may require. When this Agreement specifies an action to be taken or withheld by the Commission, "Commission" shall include the Commission's authorized officers, employees, and agents.

8. "Compensation Terms" means the terms and conditions specified in Attachment D to the Agreement.

9. "Conflict" means circumstances, known to Contractor, that would interfere with Contractor's performance of the terms of this Agreement or place a Commission Party and a prospective client of Contractor in adverse, hostile, or incompatible positions wherein the interests of the Commission Parties, the Authority, or the City may be jeopardized.

10. "Agreement Number" means the number specified next to the phrase "Agreement No." at the beginning of this Agreement.

11. "Contractor" means the Party, other than the Commission Parties, identified on the first page of the Agreement, and, unless the context requires otherwise, such Party's officers, directors, members, managers, partners, limited partners, employees, agents, and subcontractors.

12. "Extension Period" shall have the meaning ascribed thereto by Section **Error! Reference source not found.**.

13. "General Conditions" means the terms and conditions specified in Attachment B to the Agreement.

14. "HUD" means the United States Department of Housing and Urban Development and any successor agency thereto.

15. “Indemnitee” the Commission (including each SDHC LLC), the Authority, the City, or any commissioner, officer, employee, member, council member, or agent thereof.

16. “Inspecting Agency” means the Commission and any of its duly authorized representatives.

17. “Initial Term” shall have the meaning ascribed thereto by Section **Error! Reference source not found.**.

18. “Maximum Compensation” shall have the meaning ascribed thereto be Section **Error! Reference source not found.**.

19. “Option Period” shall have the meaning ascribed thereto by Section **Error! Reference source not found.**.

20. “Parties” means the Commission (including each SDHC LLC) and Contractor, collectively, and “Party” means either of the Parties, individually.

21. “Prevailing Wage Attachment” means the terms and conditions specified in Attachment E to the Agreement.

22. “Project Records” means all administrative and financial records required to be prepared or gathered by Contractor pursuant to this Agreement, including, but not limited to, all books, papers, invoices, receipts, accounting records, payroll records, personnel records, designs, plans, reports, financial disclosures, audits, other disclosures, certifications, investigations, videos, work product, and any other documents, data, and records pertaining to this Agreement.

23. “SDHC LLCs” has the meaning ascribed thereto at the beginning of this Agreement. means the Commission’s affiliated limited liability companies selected at the beginning of this Agreement, collectively, and “SDHC LLC” means any one of the SDHC LLCs, individually. When this Agreement specifies an action to be taken or withheld by an SDHC LLC, “SDHC LLC” shall include such SDHC LLC’s authorized officers, employees, and agents.

24. “Schedule of Definitions” shall have the meaning ascribed thereto by Section **Error! Reference source not found.**.

25. “Scope of Work” means the terms and conditions specified in Attachment C to the Agreement.

Attachment B
General Conditions

1. Status of Contractor. Contractor acknowledges that Contractor is an independent contractor and is not an agent or employee of the Commission Parties, the Authority, the City, HUD, or any other governmental authority.

(a) Any term of this Agreement that could be construed to give the Commission Parties a right to direct Contractor concerning the details of performing its obligations and duties hereunder or to exercise any control over such performance shall be construed to pertain only to the Commission Parties' direction concerning the expected results of performance under this Agreement.

(b) Contractor shall have no authority to bind the Commission Parties in any manner or to incur any obligation, debt, or liability of any kind, on behalf of or against the Commission Parties, whether by agreement or otherwise, unless such authority is expressly granted pursuant to this Agreement or in a writing signed by the Commission Parties.

2. Designated Representative. Contractor shall designate a representative with the authority to bind Contractor with respect to decisions to be made pursuant to this Agreement. Contractor may designate a new representative effective upon ten (10) days after delivery of written notice to the Commission.

3. Ownership of Materials and Documents. Any and all sketches, drawings, and other materials or documents prepared by Contractor pursuant to or in connection with this Agreement shall be the property of the Commission from the moment of their preparation, and Contractor shall deliver such materials and documents to the Commission whenever requested to do so by the Commission. Contractor shall have the right to make duplicate copies of such materials and documents for its own file or for other purposes not otherwise prohibited by this Agreement.

4. Non-disclosure. The designs, plans, reports, investigations, materials, and documents prepared or acquired by Contractor pursuant to this Agreement (including any duplicate or electronic copies however and wherever stored) shall not be disclosed to any third party, except as previously authorized by the Commission in writing. Furthermore, Contractor shall not disclose to any third party any information regarding the activities of the Commission during the term of this Agreement or at any time thereafter except as previously authorized by the Commission in writing. Contractor shall hold all information subject to this Section in confidence and shall use reasonable care to prevent the unauthorized disclosure of such information. If requested by the Commission, Contractor shall negotiate the terms of and enter into a formal non-disclosure agreement with the Commission in form and substance reasonably satisfactory to the Commission.

(a) Exception. Nothing in this Section shall apply to the disclosure of any information that that Contractor can demonstrate:

(i) was publicly known, or otherwise known to Contractor, at the time the information was first provided to Contractor by a Commission Party;

(ii) subsequently becomes publicly known through no act or omission of Contractor;

(iii) becomes known to Contractor from a third party, provided Contractor has not induced such disclosure in violation of law or in breach of any agreement of such third party with one or more of the Commission Parties if such agreement was known to Contractor or should have been known to Contractor through the exercise of due diligence;

(iv) is considered a public record pursuant to the California Public Records Act, codified at California Government Code sections 7920.000 et seq.; or

(v) is required to be disclosed pursuant to Applicable Law, provided that Contractor gives written notice of such requirement to the Commission prior to such disclosure, if permitted by Applicable Law, in which case such notice shall be reasonably calculated to provide the Commission Parties sufficient time and information to seek a protective order or other appropriate legal protection against disclosure prior thereto.

5. Contractor's Indemnification Liability. Contractor agrees to and shall indemnify, hold harmless, and defend, with counsel of Indemnitees' choosing, at Contractor's sole cost and expense, Indemnitees from and against any and all Claims arising directly or indirectly out of the acts or omissions of Contractor (irrespective of culpability), all obligations of this Agreement, or out of the operations conducted by Contractor pursuant to this Agreement, including, but not limited to, those in part due to the negligence of any of Indemnitees, except as to liabilities, claims, judgments or demands arising through the sole negligence or more culpable act or omission of any Indemnitee.

6. Correction of Work. Performance of the terms of this Agreement shall not relieve Contractor from any obligation to correct any incomplete, inaccurate, or defective work at no further cost to the Commission, provided such work is due to the acts or omissions of Contractor and has not been accepted in writing by an authorized representative of the Commission.

7. Compliance with Laws and Policies. Contractor shall comply with Applicable Law. In addition, Contractor shall immediately comply with all directives issued by the Commission or the City, or their duly authorized representatives, under authority of any Applicable Law. Failure by Contractor to comply with Applicable Law shall be deemed a material breach of this Agreement and shall be grounds for the Commission to terminate this Agreement immediately upon written notice to Contractor.

8. California Equal Opportunity Requirements. During the performance of this Agreement, Contractor agrees as follows:

(a) Contractor and its subcontractors shall comply with the California Fair Employment and Housing Act, Government Code sections 12900 through 12999, shall not deny this Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, and shall not discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran

status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

(b) Contractor shall include the language of Subsection (a) above, with appropriate modifications for reference to its subcontractors, in all subcontracts to perform work under this Agreement.

9. Illegal discrimination. Illegal discrimination of all types and kinds is prohibited in connection with the performance of the Scope of Work regardless of the type of funds used, where federal funds, programs or agencies are involved, where applicable, Presidential Executive Orders, that are in force and effect at the time of execution of the applicable agreement and where federal funds, programs and/or agencies are involved. The prohibition against all types and kinds of illegal discrimination is also applicable when federal agencies and/or federal programs are involved with the performance of the Scope of Work. Federal programs include but are not limited to the federal Housing Choice Voucher Program, the federal Project Based Voucher Program, the CDBG Program, the Cranston Gonzales HOME Program of 1992, and all other federal programs, of every kind and nature where federal funds or agencies are involved. The language concerning all illegal discrimination being prohibited is also applicable when no federal funds are used.

10. Records. Contractor shall take reasonable measures to maintain the integrity and accuracy of Project Records and shall comply with the terms of this Section.

(a) Accounting Records. In accordance with generally accepted accounting principles maintained on a consistent basis, Contractor shall maintain full and complete records of the cost of services performed pursuant to this Agreement, utilizing internal controls and maintaining appropriate source documentation for all costs incurred.

(b) Inspection and Photocopying. At any time during normal business hours and as often as requested, during the term of this Agreement for so long as storage is required pursuant to Subsection **Error! Reference source not found.** below, Contractor shall permit any Inspecting Agency to inspect and photocopy, at Contractor's offices or such other reasonable location requested by any Inspecting Agency, all Project Records for the purposes of making audits, examinations, excerpts, and/or transcriptions, as well as monitoring and evaluating Contractor's performance of its obligations and duties under this Agreement. An Inspecting Agency may retain copies of Project Records if the Inspecting Agency deems such retention necessary in its sole discretion.

(c) Copies of Records. Upon any request by an Inspecting Party for copies of Project Records, Contractor shall submit exact duplicates of the originals of the requested Project Records to such Inspecting Party for the purposes described in Subsection (b) above.

(d) Storage. Contractor shall store all Project Records until the latest of five (5) years after Contractor's final submission of all required reports under this Agreement, five (5) years after all final payments required hereunder are made, or final resolution of all audits, litigation, and similar matters. All Project Records shall be kept at Contractor's regular place of business. After the storage period has expired, Contractor shall provide each Inspecting Agency with thirty (30) calendar days written notice of Contractor's intent to dispose of any Project Records. During such 30-day period, Contractor shall provide any and all Project Records to any

Inspecting Agency upon, and Contractor shall refrain from disposing of specified Project Records if requested by any Inspecting Agency.

(e) Flow Down. Contractor shall include the terms of this Section, including the terms of this Subsection (e), in each of its subcontracts and shall cause each of its subcontractors to do the same.

11. Subcontracting. No performance required of Contractor by this Agreement may be subcontracted without the prior written approval of the Commission Parties, which they may withhold in their sole and absolute discretion. Any putative subcontracting of Contractor's rights, obligations, and/or duties under thisAgreement shall not create a contractual relationship between the Commission Parties and any putative subcontractor, and any such subcontracting shall be null and void. Any subcontracting in violation of this Section shall be grounds for immediate termination of this Agreement upon written notice to Contractor, at the sole discretion of the Commission Parties.

(a) Requesting Consent. In order to obtain consent to subcontract, Contractor shall submit to the Commission Parties a list of all potential subcontractors and a description of work to be performed by each subcontractor. Once this list has been approved, no changes to the list will be allowed except upon written approval of the Commission Parties.

(b) Contractor's Liability. Contractor shall be fully liable for the acts and omissions of its subcontractors, their lower-tier subcontractors, and the employees and agents of each as though such acts and omissions were those of Contractor itself .

12. Assignment. Contractor shall not assign or transfer any interest in this Agreement (whether by assignment or novation) without the express prior written consent of the Commission Parties. Notwithstanding the foregoing, no such approval shall be required for the assignment of claims for money due or to become due to Contractor from the Commission Parties to a bank, trust company, or other financial institution, or to a receiver or trustee in bankruptcy, but Contractor shall promptly provide written notice thereof to the Commission Parties.

13. Preparation of Written Reports or Documents (Cal. Gov't Code, § 7550). Provided that the total cost for work performed by Contractor pursuant to this Agreement exceeds $5,000, any document or written report prepared in whole or in part by Contractor for or under the direction of the Commission Parties shall specify the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report. The agreement and subcontract numbers and dollar amounts shall be specified in a separate section of such document or written report.

14. Termination. The Commission may terminate this Agreement, in whole or in part, effective thirty (30) days after delivering written notice to Contractor, if the Commission determines such termination is in its interest. If this Agreement is terminated, the Commission shall be liable only for amounts due for services, supplies, and/or materials rendered and/or supplied before the effective date of such termination. Additionally, the Commission may terminate this Agreement immediately upon written notice to Contractor as a result of cessation of funding, or lack of adequate appropriations for any federal, state, or local program that provides funds, for this Agreement. The termination rights in this Section are in addition to and cumulative with the Commission's other rights of termination located elsewhere in this Agreement.

15. **Patents and Copyrights**. The Commission hereby reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for government purposes, any patents and copyrights in any work developed under this Agreement.

16. **Drug-free Workplace**. Contractor certifies to the Commission Parties that it will provide a drug-free workplace and will:

(a) 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 federal Controlled Substance Act is prohibited in Contractor's workplace; such statement shall specify the actions that will be taken against employees for violation of such prohibition.

(b) Establish a drug-free awareness program to inform employees about all of the following:

(i) The dangers of drug abuse in the workplace.

(ii) Contractor's policy of maintaining a drug-free workplace.

(iii) Any available drug counseling, rehabilitation, and employee assistance programs.

(iv) The penalties that may be imposed upon employees for drug abuse violations.

(c) Post the statement required by Subsection **Error! Reference source not found.** in a prominent place at Contractor's main office and at any job site large enough to necessitate an on-site office.

17. **Plan of Operations**. Contractor shall submit to the Commission Parties a complete plan of operations. Contractor shall promptly notify the Commission Parties of any changes to the plan of operations.

18. **Labor Law**. Contractor shall be fully aware of and shall comply with each and every requirement of federal, state, and local law regarding the provision of labor concerning this Agreement, including but not limited to, the payment of applicable prevailing wages, if either or both boxes are checked below. In the event both boxes are checked below, Contractor acknowledges that it is solely responsible for determining which prevailing wage terms apply to the work performed under this Agreement.

☒If checked, additional state prevailing wage terms are specified in the Prevailing Wage Attachment.

☒If checked, additional federal prevailing wage terms are specified in the Prevailing Wage Attachment.

19. **Entire Agreement**. This Agreement represents the sole and entire Agreement between the Parties and supersedes all prior and contemporaneous negotiations, representations, agreements, arrangements, or understandings, either oral or written, between or among the Parties, relating to the subject matter of this Agreement, except as expressed herein. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each Party.

20. **Waiver**. No failure of a Party to insist upon the strict performance by the other Party of any term, covenant, or condition of this Agreement, nor any failure to exercise any right or remedy

consequent upon a breach of any term, covenant, or condition of this Agreement, shall constitute a waiver of any such breach of such term, covenant, or condition. No waiver of any breach shall affect or alter this Agreement.

21. Successors in Interest. The rights, duties, and obligations of this Agreement shall inure to the benefit of the Parties and their respective permitted successors and assigns.

22. Drafting Ambiguities. The Parties have had the right to be advised by counsel with respect to the negotiation of the terms, covenants, and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either party by reason of the extent to which either Party participated in the negotiation or drafting of the Agreement.

23. Signing Authority. Each individual executing this Agreement on behalf of an entity represents and warrants that such individual is authorized to execute and deliver this Agreement on behalf of such entity in accordance with duly adopted resolutions or other authorizing actions that are necessary and proper under such entity's governing documents, and that this Agreement is binding upon such entity in accordance with its terms. Upon request, Contractor shall provide the Commission with evidence, satisfactory to the Commission, that such individual's authority is valid, that such entity has been duly formed and is in good standing in the jurisdiction of its formation, and that such entity is authorized to do business in the State of California.

24. Conflict Between Agreement and Attachments. To the extent that the terms of the Agreement and the attachments conflict, the construction most favorable to the Commission Parties shall apply.

25. Partial Invalidity. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, such term, covenant, condition, or provision shall be reformed by the court to effectuate the intent of the Parties as much as possible in accordance with Applicable Law. The remaining terms, covenants, conditions, and provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

26. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to its principles regarding the conflict of laws. The courts of the State of California and of the federal Southern District of California shall have exclusive jurisdiction over any dispute, claim, or matter arising out of or related to this Agreement, and venue shall lie exclusively in the Central Division of the Superior Court of the County of San Diego, California for matters in state court and in San Diego County for matters in federal court. The Parties shall submit the personal jurisdiction of such courts and waive any objection based on personal jurisdiction or inconvenient forum to the maximum extent permitted by Applicable Law.

27. Headings. All headings in this Agreement are for convenience only and shall not affect the interpretation or construction of this Agreement.

28. Attorney's Fees and Costs. In any judicial or administrative proceeding involving breach, interpretation, and/or enforcement of the terms of this Agreement, the prevailing party shall be entitled to its costs, expert witness fees, if any, and reasonable attorneys' fees.

29. Remedies Upon Default. The failure of Contractor to perform each and every covenant in a timely manner, in a good and workmanlike manner, and in strict compliance with the requirements of the Scope of Work (which, in the case of goals and outcomes shall be construed to require good-faith efforts to meet such goals and outcomes) shall constitute a breach of the Agreement. For any breach that does not jeopardize the health, safety, or general welfare of the public, the Commission may deliver written notice to Contractor, detailing the nature of the breach and requiring Contractor to cure such breach within seven (7) days. In the event that such a breach is not timely cured, the Commission shall have all remedies available at law or in equity, including, without limitation, the right to terminate the Agreement, the right to take over, or cause another contractor to take over, Contractor's duties under the terms of the Agreement, the right to sue for damages, specific performance, or injunctive relief, and any other remedies available at law or in equity. In the event that the health, safety, or general welfare of members of the public is jeopardized, the Commission shall have the right to terminate the Agreement immediately upon written notice to Contractor. In addition, in the event of an uncured breach or a breach without the right to cure, the Commission shall have the right to recoup any and all funds that may have been advanced to Contractor and that have not been earned.

The failure of the Commission to timely make a timely payment to Contractor under this Agreement shall constitute a breach under the terms of the Agreement, upon which Contractor may deliver written notice to the Commission, detailing the amounts past due and requiring the Commission to make all past-due payments within seven (7) days. In the event that the breach is not timely cured, Contractor shall have the right to terminate this Agreement .

30. Notices. All notices required or permitted to be given by a Party pursuant to this Agreement shall be deemed delivered (i) immediately upon receipt if delivered personally, (ii) the next business day if delivered to a nationally recognized overnight carrier with charges prepaid prior to the cutoff for next-day delivery specified by such carrier, or (iii) three (3) business days after the date of deposit with the United States Postal Service for delivery via certified mail, postage prepaid, return receipt requested, and in all cases addressed to the other Party at such Party's address as set forth at the beginning of this Agreement, or at such other address as such Party shall designate in writing to the other Party by written notice in accordance with this Section.

31. Audit Requirements. If no specific audit requirements are specified in the solicitation for bids for, request for proposals for, or award of, this Agreement, Contractor shall comply with the audit requirements of 2 C.F.R. pt. 200. Otherwise, Contractor shall comply with the audit requirements specified in the solicitation for bids for, request for proposals for, or award of, this Agreement , which in such case shall be deemed incorporated herein by reference.

32. Contractor Evaluation Program. An essential component of public works agreement administration is the regular evaluation and documentation of contractor performance. During the term of this Agreement, the Commission may conduct performance evaluations to document Contractor's record of compliance with the terms of this Agreement. The Commission may proactively monitor the performance of Contractor during the term of this Agreement and create an objective record of performance that can and may be utilized when evaluating Contractor as a responsible bidder for future bid and proposal submissions, extension or renewal consideration, or termination due to unsatisfactory performance. Program and appeal procedures are located on the Commission's website at https://www.sdhc.org/doing-business-with-us/contracting-and-procurement-services/vendor-information/, as amended from time to time.

33. Interests of Current or Former Commissioners, Officers, and Employees. No commissioner, officer, or employee of the Commission, no member of the governing body of the locality in which the services performed pursuant to this Agreement 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 such services, shall, during such person's tenure, or for one (1) year thereafter, have any interest, direct or indirect, in this Agreement or the proceeds thereof. Any violation of this Section may result in unilateral and immediate termination of this Agreement by the Commission upon written notice to Contractor.

34. Conflicts of Interest; Disclosure of Economic Interests. Contractor and its subcontractors shall comply with all Applicable Law regarding conflicts of interest including, but not limited to, the Commission's Conflict of Interest Code (for purposes of this Section only, the "Code"), a current copy of which may be requested from the Commission. In addition to the other requirements of the Code, and only if required by the Commission in writing in accordance with the Code, Contractor shall cause each of its officers, directors, partners, limited partners, members, managers, employees, and agents that is determined to be a "consultant" pursuant to the Code to file a completed and executed Statement of Economic Interests (Form 700) with the City's Clerk at the following times:

(a) No later than thirty (30) days after the execution of this Agreement;

(b) Annually on or before April 1st of each year; and

(c) Within thirty (30) days after full performance of this Agreement, as determined by the Commission in its sole discretion.

Contractor shall cause each designated consultant to email a copy of each filed Form 700 to Cassie Li, Senior Legal Contracts Analyst, at cassiel@sdhc.org within five business (5) days of filing.

Contractor shall provide all assistance requested by the Commission to determine whether any of the above-specified individuals qualifies as a "consultant." Additionally, upon the cessation of a consultant's legal relationship with Contractor (e.g., termination of employment, resignation as an officer, etc.), Contractor shall notify such consultant of the responsibility to file a Form 700 with the City's Clerk within thirty (30) days of such cessation.

Any violation of the Code or this Section shall be deemed a material breach of this Agreement and shall entitle the Commission Parties to terminate this Agreement immediately upon written notice to Contractor. Such termination right shall be in addition to the Commission's other termination rights under this Agreement.

35. Procedure for Handling Conflicts of Interest. Except upon the prior, written consent of the Commission Parties, which they may withhold in their sole and absolute discretion, and in compliance with the other terms of this Section, Contractor shall not perform services of any kind for any person or entity during the term of this Agreement if so doing appears reasonably likely to result in a Conflict.

(a) Meet and Confer. Contractor shall promptly notify the Commission Parties in writing in the event a Conflict appears reasonably likely. Thereafter, Contractor shall meet and confer with the Commission Parties to agree upon terms to apply to its arrangements with an affected prospective client, and/or its arrangements with the Commission Parties, in order to continue

to perform services for such client and the Commission Parties without compromising the interests of either. Should no agreement regarding modification be reached within a reasonable time thereafter, or should the prospective client refuse to agree to such modification, the Commission Parties may terminate this Agreement immediately upon written notice to Contractor.

(b) When Consent Is Given. If and when the Commission has consented as provided above in this Section, Contractor shall use best efforts to avoid any performance that would in any manner undermine Contractor's effective performance of the terms of this Agreement. Contractor agrees to alert every third party from whom consent to a Conflict is required to the existence of the terms of this Section and to include language in its agreement with such third party that will enable Contractor to comply fully with such terms.

(c) Termination. Failure to follow the procedures of this Section shall entitle the Commission to terminate this Agreement immediately upon written notice to Contractor. Additionally, the Commission may unilaterally and immediately terminate this Agreement upon written notice to Contractor if Contractor knowingly employs an individual who, within twelve (12) months immediately preceding such employment, in such individual's capacity as an employee of the Commission, participated in negotiations with or otherwise had an influence on the selection of Contractor.

(d) Exemption of Prior Arrangements. Notwithstanding the foregoing, this Section shall not apply to any of Contractor's business arrangements that began prior to the award of this Agreement.

Attachment C

Scope of Work

1.01 Requirements

This specification establishes the standard for the on call tree trimming of the landscaped areas (entire parcel area contained within individual property address boundaries) for the Commission.

The Contractor's prime responsibility will be to integrate innovative and progressive elements of high landscape tree trimming standards and the objectives as set forth in this specification.

The Contractor shall furnish all labor, equipment, materials, tools, services, and special skills and licensing D-49 California State Contractors license is required to perform the landscape tree trimming as set forth in this specification and in keeping with the highest standards of quality and performance.

Tree trimming of the landscape shall include but not be limited to crown, prune, thin, all trees as needed to no more than 25% to increase air and light penetration.

The Contractor is required to respond to any requests for tree trimming services within 5 business days, and schedule services within 10 business days from work approval.

1.02 TREES

a. General

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

Trees with spreads greater than nineteen feet (19') or greater than seventeen feet (17') in height are to be trimmed by Contractor.

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

c. Perform minor tree surgery as required.

d. Ailing or stunted trees which fail to meet expected growth expectations shall be brought to the attention of the Commission or designee.

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

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

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

h. Trees shall be trimmed to maintain a two (2) feet clearance around security light and/or cameras.

i. The Contractor shall be responsible to contact a Commission representative regarding adjacent property owners' tree limbs, shrubs, etc. infringing on Commission property.

j. The Contractor shall be responsible for provision of all equipment required to execute the work.

k. All equipment must be in compliance with applicable inspection requirements.

l. Traffic control must meet Manual on Uniform Traffic Control Devices (MUTCD)

m. Daily mobilization & de-mobilization of equipment and resources to specific work.

n. Provide and assure compliance in using personal protective equipment such as hard hats, gloves, goggles, harnesses, and safety shoes to Contractor’s workers and personnel.

o. Daily disposal of debris in an approved manner.

p. Erect and maintain adequate barricades, signage, and traffic cones, and safeguard work area to prevent damage to all property and for the safety of employees and other people.

q. Contractor shall secure equipment and materials that are stored temporarily in or around a project site.

r. Clean the area of all debris and trash remaining as a result of the completion of work.

s. Be responsible for the repair of any damage caused by the Contractor and shall at no cost and to the satisfaction of the Commission, restore all areas to their original condition including, but not limited to, structures, grass, plant materials and ground areas.

t. All tree trimming to be performed according to the Tree Care Industry Association (TCIA) Standards.

u. Contractor will be called out on per tree, per site, as needed basis.

Attachment D

Compensation Terms

		Hourly Rate, Fully Burdened & Loaded to Include all Necessary Equipment and Materials to Complete the job.		
Labor Classifcation (please separate federal and state Prevailing Wage rates).	List of Equipment Covered Under this Labor Classification and funding source, i.e. federal or state	Normal Business Hours (as indicated in the Work Schedule/Freque	Overtime	Holiday
C49, C27, C61/D49,State Prevailing Wage Determination 2024-2.	Roll-off/ loader with operator, chipper tuck, aerial lift truck, arrowboards, or stump grinder	$ 125.00	$ 125.00	$ 195.00
Federal Prevailing Wage Determination CA20250001, Modification #0, 1/2/2025.	Roll-off/ loader with operator, chipper tuck, aerial lift truck, arrowboards, or stump grinder	$ 188.00	$ 188.00	$ 285.00
C49/ Tree Maintenance Federal Prevailing Wage	Roll-off/ loader with operator, chipper tuck, aerial lift truck, arrowboards, or stump grinder	$ 188.00	$ 188.00	$ 285.00
C49/ TreeMaintenance State Prevailing Wage	Roll-off/ loader with operator, chipper tuck, aerial lift truck, arrowboards, or stump grinder	$ 125.00	$ 125.00	$ 195.00
Crane with Operator	Crane with operator up to 40 tons	$ 350.00	$ 350.00	$ 525.00

***During any Option Period, unless the Compensation Terms provide for greater compensation or reimbursement during such Option Period, Contractor acknowledges and understands that the Commission shall be under no obligation to compensate or reimburse Contractor for any amounts incurred in excess of Two Hundred and Forty Thousand and 00/100 Dollars ($240,000).**

Attachment E

Prevailing Wage Notification

CALIFORNIA PREVAILING WAGE

Note: California prevailing wages apply to any public work project in an amount exceeding $1,000. This includes all purchase orders or work orders within the scope of a single public work project that exceeds $1,000, regardless of whether any such purchase order or work order is itself less than or equal to $1,000.

Contractor shall comply with all duties, obligations, restrictions, and requirements specified in California Labor Code sections 1720-1861. This shall include, but not be limited to, the following:

A. Contractor shall pay all workers performing work under this Agreement the prevailing wage rates specified by the California Department of Industrial Relations (DIR) for each craft, classification, and type of work pursuant to **State Prevailing Wage Determination 2024-2**. Copies of such determinations are available at the Commission's offices and may be made available upon any interested party's request.

B. Contractor shall furnish all of its employees and subcontractors with a copy of the DIR's prevailing wage rates applicable to their respective crafts, classifications, and types of work. Contractor also shall post all such applicable rates at the job site in a visible location in accordance with California Labor Code section 1773.2.

C. Contractor shall comply with all payroll recordkeeping and inspection requirements specified by California Labor Code section 1776.

D. All wages paid by Contractor shall include payments for all items specified in California Labor Code section 1773.1.

E. Contractor shall comply will all requirements for payment of prevailing wages to and employment of apprentices in accordance with California Labor Code section 1777.5.

F. Contractor shall not, and shall not conspire to, take or receive any portion of worker's wages in violation of California Labor Code section 1778.

G. Upon completion of the work under this Agreement, Contractor shall sign and notarize an affidavit of compliance in the form provided by the Commission, certifying compliance with California Labor Code sections 1720-1861.

H. In accordance with California Labor Code section 1771.6, in the event the Commission discovers any violation of California Labor Code sections 1720-1861, including delinquent or inadequate payroll records, as a result of an audit of Contractor's payroll records, interviews of Contractor's employees, or any other investigative means utilized by the Commission, the Commission shall withhold any payments due to Contractor.

I. In accordance with California Labor Code section 1725.5, unless otherwise exempt pursuant to California Labor Code section 1725.5(f), Contractor and its subcontractors shall register with the DIR. Pursuant to California Labor Code section 1771.1(a):

> A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Agreement Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Agreement Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

Pursuant to Labor Code section 1771.1(f), this Agreement shall be subject to termination by the Commission immediately upon written notice to Contractor if Contractor or any of its subcontractors fails to comply with this Section.

J. In accordance with California Labor Code section 1771.4, the work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR.

K. Contractor shall post all job site notices required by applicable laws and regulations.

L. Contractor shall secure the payment of compensation to its employees pursuant to

California Labor Code section 3700.

Payroll Reporting Requirements

For the duration of the term of this Agreement, Contractor and each of its subcontractors shall submit payroll records as follows:

1. On a weekly basis, complete, accurate, and certified payroll reports shall be submitted to the Commission using DIR's Public Works Payroll Report Form (Form A-1-131) in original form with wet signatures, or using the Commission's electronic reporting service provider, eComply Solutions.

2. On a monthly basis, electronic certified payroll reports shall be submitted using the DIR's online portal, located at https://www.dir.ca.gov/public-works/certified-payroll-reporting.html.

3. Proof of actual payment of wages to all employees.

4. Proof of actual payment of fringe benefits to all employees.

5. Proof of the use of apprentices as and when required by law.

Labor Compliance Requirements

Prior to commencing work under this Agreement, Contractor and each of its subcontractors shall submit the following forms to the Commission: Authorized Signatory, Checklist of Labor Law Requirements, Request for Dispatch of an Apprentice (Form DAS 142) (as applicable), Public Works Agreement Award Information (Form DAS 140) (as applicable), Fringe Benefit Statement, List of Trades and/or Crafts, and Project Contact Sheet. These forms can be found on the Commission's website at https://www.sdhc.org/doing-business-with-us/labor-compliance/.

FEDERAL PREVAILING WAGE

Pursuant to federal law, Contractor shall pay wages for each trade or craft in accordance with **Federal Prevailing Wage Determination CA20250001, Modification #0, 1/2/2025**.

Davis-Bacon and Related Acts

Note: Federal prevailing wages apply to the actual construction, alteration, and/or repair of a building or work in any contract exceeding $2,000. This includes all purchase orders or work orders pursuant to a contract that exceeds $2,000, regardless of whether any such purchase order or work order is itself less than or equal to $2,000.

The following provisions are prescribed by 29 C.F.R. § 5.5(a). The terms used in such provisions shall have the meaning ascribed thereto by 29 C.F.R. § 5.2 and otherwise, by the Agreement, unless otherwise noted.

1. Minimum wages.

i. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. pt. 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(ii); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 29 CFR (a) (1)(ii)) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii.

A. Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The cCommission shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is

not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

B. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

C. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

D. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iii. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

iv. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the

amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. The Commission shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Commission may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records.

i. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. § 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the

registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

ii.

A. The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls less than the predetermined rate for the work they submitted shall set out accurately and completely all of the information required to be maintained under subparagraph II (A) of this Agreement. This information may be submitted in any form desired. Labor, Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of apprenticeship program, who is not individually payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)

B. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under paragraph II (A) of this Agreement and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR pt. 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

C. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement

for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

D. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

iii. The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. § 5.12.

4. Apprentices and trainees.

i. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen

hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

ii. Trainees. Except as provided in 29 C.F.R. § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

iii. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R. pt. 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 C.F.R. pt. 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 C.F.R. § 5.5(a)(1) through (10) and such other clauses as HUD may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 C.F.R. § 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 C.F.R. § 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 C.F.R. § 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. pts. 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. pts. 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the Commission, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

i. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. § 5.12(a)(1).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. § 5.12(a)(1).

iii. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

Contract Work Hours and Safety Standards Act

The following provisions are prescribed by 29 C.F.R. § 5.5(b) and apply to all contracts in amount

in excess of $100,000 that are subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. The terms used in such provisions shall have the meaning ascribed thereto by 29 C.F.R. § 5.2 and otherwise, by the Agreement, unless otherwise noted.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the Commission or HUD, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The Commission shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Limited Preemption of State Prevailing Wage Rates

Note: Except as provided below, Contractor shall pay the higher of the federal prevailing wage or the California prevailing wage for each craft, classification, and type of work.

Pursuant to 24 C.F.R. § 965.101, in the event this Contract is funded in whole or in part by funds for low-income public housing under the United States Housing Act of 1937, any prevailing wage

rate (including basic hourly rate and any fringe benefits) determined under California law to be prevailing with respect to an employee in any trade or position employed under the Contract shall be inapplicable if:

1. The California prevailing wage rate exceeds:

   i. The wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. §§ 276a et seq.) to be prevailing in the locality with respect to such trade;

   ii. An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the Department of Labor or a DOL-recognized State Apprenticeship Agency; or

   iii. An applicable trainee wage rate based thereon specified in a DOL-certified trainee program; or

2. Such California prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

3. Regardless of the inapplicability of any California prevailing wage *rate*, Contractor shall comply with all other duties, obligations, restrictions, and requirements specified in California Labor Code section 1720-1861.

Payroll Reporting Requirements

For the duration of the term of this Contract, Contractor and each of its subcontractors shall submit payroll records as follows:

1. On a weekly basis, complete, accurate, and certified payroll reports shall be submitted to the Commission using U.S. Department of Labor Payroll Report Form (Form WH-347) in original form with wet signatures, or using the Commission's electronic reporting service provider, eComply Solutions.

2. Proof of actual payment of wages to all employees.

3. Proof of actual payment of fringe benefits to all employees.

Labor Compliance Requirements

Prior to commencing work under this Contract, Contractor and each of its subcontractors shall

submit the following forms to the Commission: Authorized Signatory, Checklist of Labor Law Requirements, Fringe Benefit Statement, List of Trades and/or Crafts, and Project Contact Sheet. These forms can be found on the Commission's website at https://www.sdhc.org/doing-business-with-us/labor-compliance/.

Contractor certifies that it has read, understands, and will comply with all the foregoing requirements specified in this Prevailing Wage Attachment.

Contractor:

West Coast Arborists, Inc.

By: DocuSigned by: Victor Gonzalez 26EC230EA9CB402... Date: 7/2/2025

Name: Victor Gonzalez

Title: Vice President, Business Development

Email: vgonzalez@wcainc.com

DIR Reg. #: 1000000956

Attachment F
Invoice Requirements

All invoices submitted by Contractor to the Commission shall comply with the following requirements:

Maximum Compensation

The total invoiced compensation for all services performed or supplies and/or materials provided shall not exceed the amount specified in Section 14 of the Agreement or, as applicable, the amount specified in any purchase order or work order. Contractor acknowledges that the Commission is under no obligation to compensate Contractor for services rendered or expenses incurred in excess of such specified amounts. Contractor shall monitor its activities and those of its subcontractors to ensure that the work required by this Agreement is within such constraints and no charges are incurred in excess of the specified amounts. In the event that the work under the Agreement may not be capable of completion within the specified time for performance, or it appears that the maximum specified amounts may be exceeded before the completion of work under this Agreement, Contractor shall promptly notify the Contracting Officer.

Elements of a Proper Invoice

Each invoice presented by Contractor for payment must be clear and accurate and free from mathematical and quantitative errors. At a ***minimum***, each invoice must contain the following elements to facilitate efficient and effective payment processing:

- Contractor name
- Contractor remittance address
- Unique invoice number
- Invoice date (date of work completed)
- Commission agreement name and number
- Commission purchase order (PO) number (if applicable)
- Commission work order (WO) number (if applicable)
- Payment due date
- Payment terms and discounts
- Description of services performed and/or goods delivered (as per the agreement, PO, or WO)
- Quantity delivered by line item (as per the agreement, PO, or WO)
- Invoiced amount per item and extended item invoiced amounts (must agree with the item and extended pricing of the agreement, PO, or WO)
- Freight charges (as authorized by the agreement, PO, or WO)
- Total amount due (in accordance with the agreement, PO, or WO)
- Sales tax (as authorized by the agreement, PO, or WO); No sales tax shall be added for tax-exempt goods or services
- Special terms or any additional information needed for accurate payment processing
- Total maximum agreement amount and, if applicable, PO or WO amount
- Total amount of last invoice (including invoice number)
- Total amount billed to date for the agreement and, if applicable, the PO or WO
- Remaining agreement balance and, if applicable, PO or WO balance

Invoice Submittal Methods

The Commission will only accept invoices submitted as follows (by order of preference):

Submittal Method	Submittal Address
Email (one invoice per email in PDF form)	AP@sdhc.org
Facsimile	(619) 578-7367
United States Postal Service or express courier service	San Diego Housing Commission **Attn: Accounts Payable** 1122 Broadway, Suite 300 San Diego, CA 92101

The Commission strongly prefers that Contractor consistently uses only one submittal method for the duration of the term of the Agreement.

Electronic Invoices: Each electronic invoice shall be transmitted via email to the Commission utilizing a secure, unalterable (locked) PDF format. Only one invoice shall be attached to each email. The email subject line shall specify Contractor's name and the unique invoice number in the subject line. Contractor shall not address the email to any other Commission email address other than as specified above. **Note: Failure to follow these procedures for electronic invoices may result in delayed payment.**

Effective Invoice Period: Contractor will submit invoices within thirty (30) calendar days after complete performance of applicable services or deliver of applicable supplies and/or materials. The Commission may refuse, in its sole discretion, payment of any invoice that is not received within such 30-day period, unless acceptable delays are identified and approved by the Commission in writing prior to the delay.

Defective Invoices

Invoices not delivered in accordance with the terms of this Agreement and any applicable purchase order or work order shall be considered untimely and may result in delay of payment or nonpayment. Invoices missing any of the elements of a proper invoice specified above will be returned unprocessed to Contractor with a written explanation of defects that must be cured prior to processing. The due date of any invoice shall be calculated from the date of receipt of proper invoices only, regardless of earlier submittals.

Inquiries

Agreement may contact the Commission's Accounts Payable Department as follows to determine the status of any outstanding invoice:

- Email: AP@sdhc.org (preferred)
- Telephone: (619) 578-7724

Contractor will be notified of payment via payment stub for payment by check or email for payment by ACH.

Credit Holds

Contractor shall not suspend performance of the work or delivery of the supplies and/or materials under the Agreement due to non-payment of an invoice by the Commission unless Contractor is in full compliance with all terms and conditions of the Agreement. Violation of the preceding sentence may be deemed a material breach of the Agreement, as determined by the Commission in its sole discretion.