



EXECUTIVE SUMMARY

MEETING DATE: November 20, 2023

HCR23-123

SUBJECT: Award of Landscape and Irrigation Maintenance Services Contract

COUNCIL DISTRICT: Citywide

ORIGINATING DEPARTMENT: Real Estate

CONTACT/PHONE NUMBER: Emmanuel Arellano (619) 578-7586

REQUESTED ACTION:

Approve an increase to the Agreement with Naturescape Services, Inc. for landscape and irrigation maintenance services at properties in the City of San Diego owned and/or managed by the San Diego Housing Commission. The contract cost for the initial one-year term is \$443,856.60, plus a 20% contingency of \$88,771.32 for a total cost of \$532,627.92. The total cost for a one-year term with four one-year options to renew is \$2,663,139.60, which includes a 20% contingency each year

EXECUTIVE SUMMARY OF KEY FACTORS:

- The San Diego Housing Commission (Housing Commission) has ongoing need for landscaping and irrigation maintenance services at its affordable rental housing sites.
- These services include routine and preventative maintenance needs that are carried out in accordance with an approved schedule as well as on-call or urgent services as the needs arise.
- On June 29, 2023, the Housing Commission issued a Request for Proposals (RFP) for Landscape and Irrigation Maintenance Services, seeking well-qualified contractors to provide routine and on-call landscaping and irrigation services.
- Two bids were received from Aztec and Naturescape. A responsiveness review was conducted, and both proposals were found to be responsive.
- The evaluation committee reviewed, scored and ranked the responses based on the following criteria: cost, past performance, plan/methodology for performing services, qualifications, availability, environmental stewardship, and equity and inclusion.
- Naturescape Services, Inc. ranked as the highest responsive respondent. After careful consideration, the evaluation committee recommended the award of the contract to Naturescape as they were deemed the highest scored respondent based on the evaluation criteria.
- As the incumbent contractor for landscaping services with the Housing Commission, Naturescape Services, Inc. has provided excellent service to Property Management and the residents of Housing Commission properties.
- To prevent a gap in services, a contract with maximum compensation of \$250,000 was executed for the one-year period September 1, 2023, through August 31, 2024. The interim contract amount of \$250,000 was within the contract signing authority of the Housing Commission's President and CEO.
- Approval of the action items detailed within this report will increase the contract amount to the maximum compensation amount of \$443,856.60 per year, with four one-year options to renew the agreement.



REPORT

DATE ISSUED: November 14, 2023

REPORT NO: HCR23-123

ATTENTION: Chair and Members of the San Diego Housing Commission
For the Agenda of November 22, 2023

SUBJECT: Award of Landscape and Irrigation Maintenance Services Contract

COUNCIL DISTRICT: Citywide

REQUESTED ACTION

Approve an increase to the Agreement with Naturescape Services, Inc. for landscape and irrigation maintenance services at properties in the City of San Diego owned and/or managed by the San Diego Housing Commission. The contract cost for the initial one-year term is \$443,856.60, plus a 20% contingency of \$88,771.32 for a total cost of \$532,627.92. The total cost for a one-year term with four one-year options to renew is \$2,663,139.60, which includes a 20% contingency each year, as allocated below:

Contract Term	Contract Amount	Contingency	Contract plus Contingency
Year 1 (September 1, 2023 – August 31, 2024)	\$443,856.60	\$88,771.32	\$532,627.92
1 st Option (September 1, 2024 – August 31, 2025)	\$443,856.60	\$88,771.32	\$532,627.92
2 nd Option (September 1, 2025 – August 31, 2026)	\$443,856.60	\$88,771.32	\$532,627.92
3 rd Option (September 1, 2025 – August 31, 2027)	\$443,856.60	\$88,771.32	\$532,627.92
4 th Option (September 1, 2027 – August 31, 2028)	\$443,856.60	\$88,771.32	\$532,627.92
Total	\$2,219,283.00	\$443,856.60	\$2,663,139.60

Option years will be exercised upon the needs of and at the sole discretion of the Housing Commission. Contingency will be used upon the needs of and at the sole discretion of the Housing Commission.

STAFF RECOMMENDATION

That the San Diego Housing Commission (Housing Commission) Board of Commissioners (Board) take the following actions:

- 1) Approve an increase in the amount of \$193,856.60 to the current agreement with Naturescape Services, Inc. for \$250,000 for a maximum compensation amount of \$443,856.60 per year, with four one-year options to renew the agreement with a maximum annual compensation amount of \$443,856.60 to provide landscape and irrigation maintenance services at properties in the City of San Diego that the Housing Commission owns or manages. The contract term shall be for a one-year period, with four one-year renewal options based upon the needs of the Housing Commission.

- 2) Authorize the President and Chief Executive Officer (President & CEO), or designee, to substitute the funding sources and/or increase compensation by not more than 20 percent of the total annual agreement amount, or \$88,771.32 per year, for the proposed agreement, if necessary, without further action by the Housing Commission Board of Commissioners or Housing Authority of the City of San Diego, but only if and to the extent that funds are determined to be available for such purposes.
- 3) Authorize the President & CEO, or designee, to execute all documents and instruments that are necessary and/or appropriate to implement these approvals, in a form approved by General Counsel, and take such actions as are necessary and/or appropriate to implement these approvals, provided that a copy of the documents, signed as to form by General Counsel, is submitted to each Housing Commissioner.

SUMMARY

The Housing Commission has ongoing need for landscaping and irrigation maintenance services at its affordable rental housing sites. These services include routine and preventative maintenance needs that are carried out in accordance with an approved schedule as well as on-call or urgent services as the needs arise.

On June 29, 2023, the Housing Commission issued a Request for Proposals (RFP) for Landscape and Irrigation Maintenance Services, seeking well-qualified contractors to provide routine and on-call landscaping and irrigation services. The RFP was posted and made available for download on the PlanetBids website through the Housing Commission's portal. In addition, electronic notices were sent to all landscaping contractors registered on the Housing Commission's portal, inviting vendors to participate in the RFP. A total of 101 contractors received this notice, and 14 plan holders downloaded the RFP.

Final proposals were due July 27, 2023. Two bids were received from Aztec and Naturescape. A responsiveness review was conducted, and both proposals were found to be responsive.

Aztec	Naturescape
Responsive	Responsive

The evaluation committee reviewed, scored and ranked the responses based on the following criteria: cost, past performance, plan/methodology for performing services, qualifications, availability, environmental stewardship, and equity and inclusion. A copy of the evaluation criteria is included as Attachment 1.

Naturescape Services, Inc. ranked as the highest responsive respondent. After careful consideration, the evaluation committee recommended the award of the contract to Naturescape as they were deemed the highest scored respondent based on the evaluation criteria.

As the incumbent contractor for landscaping services with the Housing Commission, Naturescape Services, Inc. has provided excellent service to Property Management and the residents of Housing Commission properties. Staff is confident Naturescape will continue to provide outstanding services.

To prevent a gap in services, a contract with maximum compensation of \$250,000 was executed for the one-year period September 1, 2023, through August 31, 2024. The interim contract amount of \$250,000 was within the contract signing authority of the Housing Commission's President and CEO. Approval of the action items detailed within this report will increase the contract amount to the maximum compensation amount of \$443,856.60 per year, with four one-year options to renew the agreement.

FISCAL CONSIDERATIONS

The landscaping and irrigation maintenance agreement is a combination of a negotiated terms contract with fixed annual costs for scheduled services and an on-call, as-needed agreement for maintenance and repairs of irrigation and landscaping. The maximum annual contract capacity of an amount not to exceed \$483,856.60 per year does not constitute a guaranteed award amount or expenditure obligation by the Housing Commission to the respective contractor. Neither does the specified maximum contract amount constitute a budgetary encumbrance or obligation by the Housing Commission. Budgetary encumbrances for future fiscal years will occur in accordance with the Housing Commission's budgetary process.

Fiscal Year 2024 Funding Sources:

Local Unrestricted Funds	\$483,856.60
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Fiscal Year 2024 Funding Uses:

Property Expenses	\$483,856.60
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EQUAL OPPORTUNITY CONTRACTING AND EQUITY ASSURANCE

Naturescape Services, Inc. is a local Small Business and has submitted the required Equal Opportunity Contracting forms and Workforce Report. The Housing Commission included a requirement in the RFP for prospective firms to include a description of their experience and commitment to equity. Naturescape Services is committed to equity and inclusion as both an employer and a service provider.

HOUSING COMMISSION STRATEGIC PLAN

This item relates to the Core Value "Believe in transparency and being good financial stewards" in the Housing Commission Strategic Plan for Fiscal Year 2022-2024.

ENVIRONMENTAL REVIEW

These activities are categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing Facilities), which allows the operation, repair, maintenance permitting, leasing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. These activities are also categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15304 (Minor Alterations to Land), which consists of minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry or agricultural purposes. A determination that these activities are categorically excluded not subject to Section 58.5 of the National Environmental Policy Act was approved by the City of San Diego on July 12, 2023.

November 14, 2023

Award of Landscape and Irrigation Maintenance Services Contract

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Respectfully submitted,

Emmanuel Arellano

Emmanuel Arellano
Vice President Asset Management
Real Estate Division

Approved by,

Jeff Davis

Jeff Davis
Interim President & Chief Executive Officer
San Diego Housing Commission

Attachments: 1) Evaluation Criteria

Hard copies are available for review during business hours at the information desk in the main lobby of the San Diego Housing Commission offices at 1122 Broadway, San Diego, CA 92101. Docket materials are also available in the "Governance & Legislative Affairs" section of the San Diego Housing Commission website at www.sdhc.org.

Evaluation Criteria

Evaluation Criteria	Criteria Description	Weighted Rating (Maximum Point Possible)
1. Cost	As defined in the Bid Quotation Sheet located in the Price Proposal attachment, found in Section IV Attachments.	15
2. Past Performance	The past record of performance providing Landscape and Irrigation Maintenance Services in a residential environment to public sector agencies and/or large property management firms specifically the quality of work, and the ability to meet schedules. Please list the point of contact (Name, Title, Phone, and Email) for the last five contracts. Please indicate whether each respective contract is active.	25
3. Plan/Methodology for Performing Services	Please describe the plan/methodology to meet the specifications of the RFP as indicated in Section IV Technical Specifications. Also, highlight the measures of quality control.	5
4. Qualifications of the Contractor	Proposer's qualifications and professional experience as it pertains to the Scope of Work and Specifications of this RFP.	25
5. Availability of the Contractor	The personnel, equipment, and facilities to perform the services currently available or demonstrated to be made available at the time of contracting. Include the current and projected workloads that would affect the ability of key personnel to be assigned to the project. Please indicate if you have a local presence within the County.	15
7. Environmental Stewardship	Proposers' policies regarding the use of environmentally- conscious practices employed in performance of their business activities and use of environmentally friendly products.	10
6. Equity & Inclusion	Clear and concise description of how Respondent will address racial equity and inequities for the target population, including any local disproportionate impact of COVID-19 and homelessness by race and other protected classes, including supporting evidence of the strategies' effectiveness.	5
Total Points Available		100

Attachment 2

SAN DIEGO HOUSING COMMISSION
AGREEMENT FOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
WITH
NATURESCAPE SERVICES, INC.

(\$250,000 or Less and Other than Construction or Development)
Contract No. PM-24-01

This Agreement, dated for reference this 5th day of September 2023, is entered into between the San Diego Housing Commission (the “Commission”) and each of its affiliated liability companies selected below (the “SDHC LLCs”) (together with the Commission, the “Commission Parties”), on the one hand, and Naturescape Services, Inc. (“Contractor”), on the other hand.

- ☒ Belden SDHC FNMA LLC, a California limited liability company
- ☒ Central SDHC FHA LLC, a California limited liability company
- ☒ Central SDHC FNMA 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 Parties and Contractor have the following addresses and telephone numbers:

The Commission Parties:	SAN DIEGO HOUSING COMMISSION 1122 Broadway, Suite 300 San Diego, California 92101 Tel.: 619-231-9400
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Contractor:	NATURESCAPE SERVICES, INC. 8275 Vickers Street San Diego, California 92111 Tel.: 619-261-7195
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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 in full by this 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 Parties as specified in the Scope of Work.

103. **Term of Agreement.** The term of this Agreement shall be September 1, 2023 through August 31, 2024 (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, on its own behalf and on behalf of any one or more of the Commission Parties, 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 Parties subject to the extension hereunder shall compensate Contractor during such Extension Period on a *pro rata* basis in accordance with Section 104 as in effect on the date of extension of the term in accordance with this Subsection.

(b) **Options.** The Commission, on its own behalf and on behalf of any one or more of the Commission Parties, may also extend the term for Four (4) 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, specifying the Commission Parties as to which such extension shall be applicable, or pursuant to a written agreement between the Commission and Contractor. Compensation to Contractor during any Option Period shall be in the amounts and on the same terms and conditions as provided pursuant to this Agreement during the Initial Term, as applicable to the extending Commission Parties.

(c) **Extensions and Options.** 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 Parties 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 Parties 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 Parties shall be under no obligation to compensate or reimburse Contractor for any amounts incurred in excess of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) (“Maximum Compensation”). Maximum compensation shall be increased to Four Hundred Forty-Three Thousand Eight Hundred Fifty-Six and 60/100 Dollars (\$443,856.60) upon approval of the Commission Board and 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 Parties 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 Parties. At a minimum, each invoice shall (i) reference the Contract 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 Parties may specify in writing from time to time. The Commission Parties, in their 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 the minimum amounts specified below. Contractor must initial next to all checked boxes.

<input checked="" type="checkbox"/>	General Liability	<u>DS</u> <u>RB</u>	<input checked="" type="checkbox"/>	Workers Compensation	<u>DS</u> <u>RB</u>
	\$1,000,000.00			\$1,000,000.00	
<input checked="" type="checkbox"/>	Automobile Liability	<u>DS</u> <u>RB</u>	<input type="checkbox"/>	Errors and Omissions	
	\$500,000.00			\$1,000,000.00	
<input type="checkbox"/>	Other:				
	\$				

(a) Requirements for All Policies. The Commission Parties, the Authority, and the City shall be named as certificate holders and additional insureds on all insurance policies required by this Section. 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 Parties, 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 Parties, the Authority, and the City, and each of their respective elected or appointed commissioners, officers, employees, members, council members, 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 Parties may reasonably specify. For any 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 Parties, the Authority, or the City.

106. **Necessary Approvals.**

(a) In the event that the initial amount of this Contract exceeds, or a change order 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.

(b) In the event that the initial amount of this Agreement exceeds, or a change order increases the total amount of this Agreement to an amount that exceeds, Five Hundred Thousand and No/100 Dollars (\$500,000.00), this Agreement may require approval by the Housing Authority in order to be binding upon the Commission Parties. In no event shall the Commission Parties be bound by this Agreement unless and until such approval, if required, is obtained.

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, the Prevailing Wage Attachment, and the COVID-19 Protocols and Acknowledgment, , 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 18 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.

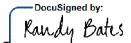
[Signature Page Follows]

Signature Page to Landscape and Irrigation Maintenance Services with Naturescape Services, Inc.
(Contract No. PM-24-01):

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:

Naturescape Services, Inc.

By:  _____
Name: Randy Bates
Title: Chief Operating Officer


Date: 8/31/2023

Commission:

San Diego Housing Commission

By:  _____
Name: Suket Dayal
Title: Executive Vice President, Business Administration & Chief Financial Officer, as Designee

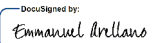
Date: 9/5/2023

By:  _____
Name: Emily Jacobs
Title: Executive Vice President, Real Estate

Date: 9/5/2023

By:  _____
Name: Colin Miller
Title: Senior Vice President, Housing Finance & Property Management

Date: 9/1/2023

By:  _____
Name: Emmanuel Arellano
Title: Vice President, Asset Management

Date: 9/1/2023

By:  _____  9/1/2023
Name: Debra Fischle-Faulk
Title: Senior Vice President, Compliance & Equity Assurance

Date: 9/1/2023

Belden SDHC FNMA LLC

By: San Diego Housing Commission

By: DocuSigned by:
_____
Name: Jeff Davis
Title: Interim President and CEO

Date: 9/5/2023

Central SDHC FHA LLC


By: San Diego Housing Commission

By: DocuSigned by:
_____
Name: Jeff Davis
Title: Interim President and CEO

Date: 9/5/2023

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Name: Jeff Davis
Title: Interim President and CEO

Date: 9/5/2023

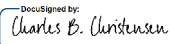
Southern SDHC FHA LLC

By: San Diego Housing Commission

By: DocuSigned by:
_____
Name: Jeff Davis
Title: Interim President and CEO

Date: 9/5/2023

Approved as to Form:
Christensen & Spath LLP

By:  _____

Date: 9/1/2023

Name: Charles B. Christensen

Title: General 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.
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. 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. “Commission Parties” means the Commission and the SDHC LLCs, collectively, and “Commission Party” means any one of the Commission Parties, individually. When this Agreement specifies an action to be taken or withheld by a Commission Party, “Commission Party” shall include such Commission Party’s authorized officers, employees, and agents.
9. “Compensation Terms” means the terms and conditions specified in Attachment D to the Agreement.
10. “Conflict” means circumstances, known to Contractor, that would conflict 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.
11. “Contract Number” means the number specified next to the phrase “Contract No.” at the top of this Agreement.
12. “Contractor” means the Party, other than the Commission Parties, identified above, and, unless the context requires otherwise, such Party’s officers, directors, members, managers,

partners, limited partners, employees, agents, and subcontractors.

13. “COVID-19 Protocols and Acknowledgment” means the terms and conditions specified in Attachment F to the Agreement.

14. “Extension Period” shall have the meaning ascribed thereto by Section 103(a).

15. “General Conditions” means the terms and conditions specified in Attachment B to the Agreement.

16. “HUD” means the United States Department of Housing and Urban Development and any successor agency thereto.

17. “Indemnitee” means the Commission Parties, the Authority, the City, or any commissioner, officer, employee, member, council member, or agent thereof.

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

19. “Initial Term” shall have the meaning ascribed thereto by Section 103.

20. “Maximum Compensation” shall have the meaning ascribed thereto by Section 104.

21. “Option Period” shall have the meaning ascribed thereto by Section 103(b).

22. “Parties” means the Commission Parties and Contractor, collectively, and “Party” means any of the Parties, individually.

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

24. “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.

25. “SDHC LLCs” 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.

26. “Schedule of Definitions” shall have the meaning ascribed thereto by Section 101.

27. “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 Housing 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 concern 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 contract 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 made pursuant to this Agreement. Contractor may designate a new representative upon ten (10) days written notice to the Commission Parties.

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 Parties from the moment of their preparation, and Contractor shall deliver such materials and documents to the Commission Parties whenever requested to do so by the Commission Parties. Contractor shall have the right to make duplicate copies of such materials and documents for its own file or for other purposes in compliance with Section 4.

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 non-party, except as previously authorized by the Commission Parties in writing. Furthermore, Contractor shall not disclose to any nonparty any information regarding the activities of the Commission Parties during the term of this Agreement or at any time thereafter except as previously authorized by the Commission Parties in writing. Contractor shall use reasonable care to prevent the unauthorized disclosure of information subject to this Section. If requested by the Commission Parties, Contractor shall negotiate the terms of and enter into a formal non-disclosure agreement with the Commission Parties in form and substance reasonably satisfactory to the Commission Parties.

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

(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 other than the Commission Parties, 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 6250 et seq.; or

(v) is required to be disclosed pursuant to law or a court order, provided that Contractor gives written notice of such requirement to the Commission Parties prior to such disclosure, if permitted by law; 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 to the disclosure.

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 Indemnatee.

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 Parties, provided such work is due to the acts or omissions of Contractor and, with respect to any given Commission Party, has not been accepted in writing by an authorized representative of such Commission Party.

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 Parties 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 Parties to terminate this Agreement immediately upon written notice to Contractor.

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

(a) Contractor and its subcontractors 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, nor shall they

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 comply with the provisions of the Fair Employment and Housing Act (Cal. Gov. Code § 12900 et seq.), the regulations promulgated thereunder (2 C.C.R. §§ 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the California Government Code (Gov. Code, §§ 11135-11139.5), and any regulations or standards adopted by the Commission to implement such article.

(c) Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the Commission Parties upon reasonable notice at any time during normal business hours, but in no case upon less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as either shall require to ascertain compliance with this clause.

(d) Contractor and its subcontractors shall give written notice of their obligations under this Section 8 to labor organizations with which they have a collective bargaining or other agreement.

(e) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

9. **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 (d) below, Contractor shall permit any Inspecting Agency to inspect and photocopy, at Contractor's offices or such other reasonable location requested by any of the foregoing, 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 the such Inspecting Party for the purposes described above in Subsection (b).

(d) Storage. Contractor shall store all Project Records for a period of not less than five (5) years after Contractor's final submission of all required reports under this Agreement, or five (5) years after the Commission Parties and Contractor make all final payments, or until all pending matters including audits and litigation have been finally resolved, whichever period is longest. 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 such Agency's request, 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, in each of its subcontracts and shall cause each of its subcontractors to do the same.

10. **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 this Agreement 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, and their employees, agents, and contractors, as though such acts and omissions were those of Contractor itself.

11. **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.

12. **Preference for Domestic Materials**. Except as otherwise provided by California Government Code sections 4300 et seq., wherever possible in the performance of this Agreement, only unmanufactured materials produced in the United States, and only manufactured materials manufactured in the United States, substantially all from materials produced in the United States, shall be used in the performance of the Agreement.

13. **Preparation of Written Reports or Documents.** 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 contract and subcontract numbers and dollar amounts shall be specified in a separate section of such document or written report.

14. **Termination.** The Commission Parties may terminate this Agreement, in whole or in part, effective thirty (30) days after delivering written notice to Contractor, if the Commission Parties determine such termination is in their interest. If this Agreement is terminated, the Commission Parties 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 Parties may terminate this Agreement immediately upon written notice to Contractor as a result of cessation of funding of or lack of adequate appropriations for any federal, state, or local program that provides funds used by this Agreement. The termination rights in this Section are in addition to and cumulative with any other rights of termination located elsewhere in this Agreement.

15. **Patents and Copyrights.** The Commission Parties 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 (a) 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, which is hereby incorporated in this Agreement in full by this reference.

☒ If checked, additional federal prevailing wage terms are specified in the Prevailing Wage Attachment, which is hereby incorporated in this Agreement in full by this reference.

19. **Entire Agreement.** This Agreement represents the sole and entire Agreement between the Commission Parties and Contractor 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 agree that they are aware that they have 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 each 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 Parties with evidence, satisfactory to the Commission Parties, that such individual's authority is valid and 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, the remainder of the 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 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.

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 action 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 of Contractor in a timely manner, and 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 under the terms of the Agreement. For any breach that does not jeopardize the health, safety, or general welfare of Contractor's clients or members of the public, the Commission Parties shall give seven (7) days written notice to Contractor, detailing the nature of such breach and requiring Contractor to cure such breach within such seven-day period. In the event that such a breach is not timely cured, the Commission Parties shall have all remedies available at law or in equity, including, without limitation, the right to terminate the Agreement, the right to cause another contractor or the Commission Parties to take over the 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 Parties 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 Parties 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 Parties to make a timely payment to Contractor under this Agreement shall constitute a breach under the terms of the Agreement. Contractor shall give seven (7) days written notice to cure any such breach to the Commission Parties. In the event that the

breach is not 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, (i) 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 (ii) three (3) business days 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 addresses 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 given as specified in this Section from time to time.

31. **Audit Requirements.** Contractor shall comply with the audit requirements of 2 C.F.R. pt. 200, as amended, if no audit requirements are specified in the award of the Agreement. Otherwise, Contractor shall comply with the audit requirements specified in the award of the Contract.

32. **Contractor Evaluation Program.** An essential component of public works contract administration is the regular evaluation and documentation of contractor performance. During the course of the Agreement, the Commission shall conduct performance evaluations to document Contractor's record of complying with the terms of the Agreement. The Commission shall proactively monitor and manage the performance of Contractor during the term of the Agreement and shall 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. Contractor evaluation 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, and are incorporated herein in full by this reference.

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 work 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 work, 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 Parties upon written notice to Contractor

34. **Conflicts of Interest; Disclosure of Economic Interests.** Contractor and its subcontractors shall comply with all applicable federal, state, and local conflict of interest laws and regulations, 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 subject to the Commission's determination in writing in accordance therewith, 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's Office at the following times:

- (a) No later than thirty (30) days after the execution of this Agreement;
- (b) Annually on or before April 1 of each year;

(c) Within thirty (30) days after full performance of this Agreement, such date of full performance to be determined by the Commission in its sole discretion;

Contractor shall cause each designated consultant to email a copy of each filed Form 700 to Maurcell Gresham, Director of Procurement, at maurcell@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, Contractor shall notify such consultant of the consultant’s responsibility to file a Form 700 with the City’s Clerk’s Office within thirty (30) days of such termination or expiration.

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.

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. Notwithstanding the foregoing, this Section shall not apply to any of Contractor’s business arrangements with clients that began prior to the execution of this Agreement.

(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 Parties have consented as provided above in this Section, Contractor shall use best efforts to avoid performance on behalf of the affected client that would in any manner undermine Contractor’s effective performance of the terms of this Agreement. Contractor agrees to alert every prospective client for 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 client that will enable Contractor to comply fully with such terms.

(c) **Termination.** Failure to follow the procedures of this Section shall entitle the Commission Parties to terminate this Agreement immediately upon written notice to Contractor.

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

Attachment C Scope of Work

LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

Contractor shall provide landscape and irrigation maintenance services at all of the properties (each a “Property” and together, the “Properties”) specified in the List of Properties, attached hereto as Exhibit 1 and incorporated herein by reference. The Commission Parties reserve the right to modify the List of Properties to add or remove Properties therefrom from time to time upon written, signed notice to Contractor.

This specification / scope of work establishes the standard for the required maintenance of the landscaped areas and irrigation systems for the Commission Properties. A Property is defined as the entire parcel area contained within individual property address boundaries.

The quality of landscape maintenance and proper irrigation service will determine the success of this project. Contractor's prime responsibility will be to integrate innovative and progressive elements of high landscape maintenance standards and water wise irrigation management as the objective of this scope of work. All as-needed work shall be approved in writing by the Commission.

All work shall be conducted in a workmanlike manner, in accordance with standard trade practices and in compliance with applicable codes, regulations, ordinances, manufacturer specifications, and the following specifications:

Work Schedule/Frequency

- Work hours shall be Monday through Friday, 8:00 a.m. to 5:00 p.m.
- Contractor shall be responsible for coordinating, assisting, planning, permitting, and scheduling all work with the Commission.
- Contractor shall adjust their work schedule to compensate for all San Diego Housing Commission Observed Holidays and inclement weather.

Reports And Schedules

Contractor, as part of this agreement, will submit reports and schedules as requested. Failure to submit reports and schedules in a timely manner may result in a delay of monthly payments . Such reports must be detailed and thorough and may include, but not be limited to, the following:

1. Suggestions for improving problem areas.
2. Reports of work planned
3. Suggestions on changes to Periodic Work to better align with industry best practices and local conditions.
4. Cost information and proposals to perform extra work for upgrading specific areas.
5. Maintenance Schedule(s).
 - a. Contractor shall provide a weekly turf grass maintenance schedule to the Maintenance Coordinator or Regional Manager or designee as specified herein in Section 1.13.

- b. Contractor shall provide a monthly aeration and fertilization schedule of turf grass to the Maintenance Coordinator or Regional Manager or designee as specified herein in Section 1.13.
 - c. Contractor shall provide a fertilization schedule of plantings and groundcover to the Maintenance Coordinator or Regional Manager or designee.
 - d. Contractor shall provide a shrub trimming schedule to the Maintenance Coordinator or Regional Manager or designee
 - e. Contractor shall provide a tree trimming schedule to the Maintenance Coordinator or Regional Manager or designee.
 - f. Notification of change in scheduled work must be received by the Maintenance Coordinator or Regional Manager or designee at least 24 hours prior to the scheduled time for the work.
- 6. Accident Reports
 - 7. Incident Reports
 - 8. Hazard Reports

All forms and schedules shall be of a format supplied by or approved by the Maintenance Coordinator or Regional Manager or designee.

A LANDSCAPE MAINTENANCE SERVICES (REQUIRED SERVICES)

1.01 GENERAL REQUIREMENTS & MAINTENANCE SCHEDULE

Contractor shall furnish all labor, equipment, materials, tools, services, and special skills required to perform the landscape maintenance as set forth in this specification to maintain and improve landscapes to the highest levels of quality and performance.

Maintenance of the landscape shall include but not be limited to routine services such as mowing, fertilization, aeration, weed control, mulch installation, tree trimming, bush/shrub pruning, and cleanup. It is the intent to schedule maintenance to keep the site in a state of healthy responsible growth.

Contractor shall submit a Site Maintenance Schedule to the Commission which will outline the landscape maintenance operations. The Schedule will include, but is not limited to, turf aeration and fertilization, trimming of trees, and pruning of shrubs.

1.02 TREES

1. General

- a. 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 and industry best practices. All major pruning operations shall be scheduled and approved by the Maintenance Coordinator or Regional Manager or designee before work begins. All sites shall be visited a minimum of once each month to assess and perform all required work of this contract.

- b. Trees, which are included in routine maintenance:

NOTE: In all cases of height dispute, D.B.H. (diameter at breast height) shall be used to determine Contractor tree trimming obligations. Case One: Maximum D.B.H. that constitutes Contractor responsibility 10". Case Two: Maximum D.B.H. that constitutes Contractor responsibility 8-1/2".

- 1) Trees with crown spreads of less than twenty feet (20') and up to twenty-five feet (25') in height are to be trimmed by Contractor (Case One).
 - a. Tree stakes, ties, and guys shall be checked and corrected as needed. Ties will be adjusted to prevent girdling. Remove unneeded stakes, ties, and guys as per Maintenance Coordinator or Regional Manager's request. Replace broken stakes as required.
 - b. Topping trees will not be allowed without approval of the Maintenance Coordinator or Regional Manager 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. Prune trees along sidewalks to allow ten (10) foot head clearance for pedestrians and fourteen (14) feet above curb and gutters for vehicular traffic.
 - d. Perform minor tree surgery as required.
 - e. Ailing or stunted trees, which fail to meet expected growth expectations, shall be brought to the attention of the Maintenance Coordinator or Regional Manager or designee.
 - f. Under no circumstances will stripping of lower branches (raising up) of young trees be permitted. Lower branches shall be retained in a "tipped back" or pinched condition with as much foliage as possible to promote caliper retained growth (tapered trunk). If there are doubts or questions, contact the Maintenance Coordinator or Regional Manager or designee. Lower branches can be cut flush with trunk only after tree is able to stand erect without staking or other support.
 - g. 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 roofline.
 - h. Trees shall be trimmed to maintain a three-to-four-foot clearance around power lines.
 - i. Trees shall be trimmed to maintain clearance around security light and/or cameras.
 - j. The Contractor shall be responsible to contact a Commission representative regarding adjacent property owners' tree limbs, shrubs, etc. infringing on Commission property.
- 2) Trees with spreads over twenty feet (20') and up to eighteen feet (18') in height shall be trimmed by Contractor (Case Two).
 - a. Tree stakes, ties, and guys shall be checked and corrected as needed. Ties will be adjusted to prevent girdling. Remove unneeded stakes, ties, and guys as per Maintenance Coordinator or Regional Manager's request. Replace broken stakes as required.
 - b. Topping trees will not be allowed without approval of the Maintenance Coordinator or Regional Manager 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. Prune trees along sidewalks to allow ten (10) foot head clearance for pedestrians and fourteen (14) feet above curb and gutters for vehicular traffic.
 - d. Perform minor tree surgery as required.
 - e. Ailing or stunted trees, which fail to meet expected growth expectations, shall be brought to the attention of the Maintenance Coordinator or Regional Manager or designee.
 - f. Under no circumstances will stripping of lower branches (raising up) of young trees be permitted. Lower branches shall be retained in a "tipped back" or pinched condition with as much foliage as possible to promote caliper retained growth (tapered trunk). If there are doubts or questions, contact the Maintenance Coordinator or Regional Manager or designee. Lower branches can be cut flush with trunk only after tree is able to stand erect without staking or other support.
 - g. 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 roofline.
 - h. Trees shall be trimmed to maintain a three-to-four-foot clearance around power lines.
 - i. Trees shall be trimmed on an emergency basis as needed.
 - j. Trees shall be trimmed to maintain clearance around security light and/or cameras.
 - k. The Contractor shall be responsible to contact a Commission representative regarding adjacent property owners' tree limbs, shrubs, etc. infringing on Commission property.
- 3) All trees without spread or height limitations:
- a. Prune trees along sidewalks to allow ten (10) foot head clearance for pedestrians and fourteen (14) feet above curb and gutters for vehicular traffic.
 - b. 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 roofline.
 - c. Trees shall be trimmed to maintain a three-to-four-foot clearance around power lines.
 - d. Trees shall be trimmed to maintain clearance around security light and/or cameras.

1.03 SHRUBS

1. General

- a. Shrubs shall be pruned semi-annually and as required for safety, removal of broken or diseased branches, general containment, or appearance.
- b. Prune shrubs to retain as much of the natural informal appearance as possible, consistent with intended use. Coordinate with Maintenance Coordinator or Regional Manager or designee. No "Balling or Boxing" will be permitted.
- c. Shrubs used as formal hedges or screens shall be pruned as required to present a neat appearance.
- d. Remove any spent blossoms or dead flower stalks as required to present a neat clean appearance.
- e. Shrubs and mounding shall not exceed 2 feet in height within areas required for vehicular sight distance depending upon roadway topography.
- f. Shrubs shall be trimmed to maintain clearance from gas meters, electrical panels, electrical entry doors etc.

- g. Shrubs shall be trimmed to maintain clearance around irrigation boxes, irrigation backflows, irrigation controller boxes, etc.
- h. Shrubs shall be trimmed to maintain clearance around security lights, handicap signs, speed designation signs, etc.
- i. Shrubs shall be trimmed not to touch buildings.
- j. Any paper or litter that accumulates in shrubs shall be removed upon each scheduled site visit.
- k. Shrubs shall be trimmed so as not to allow growth above the bottom of any windows of buildings.
- l. Shrubs shall be trimmed to keep from impeding foot traffic on all right of ways.
- m. Contractor shall be responsible to contact a Commission representative regarding adjacent property owners' tree limbs, shrubs, etc. Infringing on Commissions Properties.

1.04 GROUND COVER

1. General

- a. Trim ground cover adjacent to walks, walls and/or fences as required for general containment to present a neat, clean appearance.
- b. Cultivate and manually remove broad-leafed and grass weeds as required. Weeds shall be controlled and not allowed to reach an objectionable height, which is defined as any weed types with a vertical type of growth pattern of four (4") inches and any weed type with a horizontal growth pattern of a diameter of four (4") inches. Remove weeds by chemical or mechanical means as approved by Maintenance Coordinator or Regional Manager or designee.
- c. Prevent soil compaction by cultivating regularly (at least once a month) all ground cover areas.
- d. Maintain soil compaction along sidewalks and building foundations to prevent erosion. Adjust soil compaction to correct any erosion issues that have occurred.
- e. Any paper or litter that accumulates in ground cover areas shall be removed upon each scheduled site visit.
- f. Keep ground cover trimmed back from all controller units, valve boxes, quick couplers, or other appurtenances or fixtures. Do not allow ground covers to grow up trees, into shrubs, up fences, or on structures or walls. Keep trimmed back approximately 4 inches from structure or walls. Coordinate trimming around base of shrubs/trees with Maintenance Coordinator or Regional Manager or designee.
- g. Install mulch in designated areas when requested and approved by the Commission.

1.05 PEST CONTROL OF PLANT MATERIAL **Not covered under this agreement**

1.06 DRAINAGE FACILITIES **Not Included**

1.07 FERTILIZATION

- 1. Scheduling: Fertilization of plantings and groundcover will be applied in accordance with the PERIODIC SERVICES section of this specification, or as otherwise directed by the Maintenance Coordinator or Regional Manager or designee. Fertilization of turf grass

shall be done as specified in Section 1.14 contained herein. All applications shall be recorded and specifically identified on a Landscape Maintenance Report indicating the fertilizer used, frequency applied, and the landscape material applied to (i.e., turf, shrubs, ground cover, etc.)

2. General: Fertilizers shall be inorganic, dry, pelletized formulation. Application shall be in accordance with manufacturer specification.
3. Method of Application: In making application of fertilizer granules, precautions shall be taken to contain these materials in the planting areas. Caution should be used when using a cyclone spreader, which tends to throw material onto paved areas. The use of constant flow P.T.O. driven spreaders will keep materials contained in planting areas, eliminating sidewalk stains. The Contractor will be responsible for removing all fertilizer stains from concrete caused by his application. Fertilizer shall be applied at manufacturer's recommended rate.
4. Timing of Application: When climatic factors cause problems of the general use of fertilizers, an adjustment of the fertilizer schedule may be necessary. After fertilizer application, notify Maintenance Coordinator or Regional Manager or designee and recommend modification to watering schedule to eliminate runoff or leaching of fertilizer materials.
5. Shrubs: Fertilizers, pre-approved by Maintenance Coordinator or Regional Manager or designee, shall be applied to shrubs that require supplemental feeding. Annual spring feeding shall be done in accordance with the rate indicated by the manufacturer. Fertilization may require foliar applications to correct iron chlorosis and other micronutrient deficiencies.

1.08 PLANT ADDITIONS AND/OR REPLACEMENT (AS-NEEDED SERVICES)

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

1.08.1 GUARANTEE AND/OR REPLACEMENT POLICY

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

1.09 CLEAN-UP

1. At no time will it be allowed to blow grass cuttings/debris into public streets or gutters without being swept or vacuumed clean. Debris generated from adjacent maintained landscape areas shall be the responsibility of Contractor to remove, (i.e., sidewalks, streets, gutters).

2. Contractor shall remove all debris resulting from the maintenance operations and dispose of it off-site at the time of occurrence. All grass clippings shall be picked up after each mowing or trimming operation.
3. All debris resulting from any of Contractor's operations shall be removed and disposed of legally at Contractor's expense. No debris will be allowed to remain at the end of the workday. All municipal Green Waste generated from Contractor's operations shall be diverted from County landfill to an approved reclamation site and processed for recycling.
4. All walkways will be kept clean/clear of debris and plant growth. Care shall be taken not to create unnecessary hazards to foot traffic.
5. All shrub areas not inter-planted with ground cover will be raked clean a minimum of once a month.
6. Contractor shall provide a general cleanup operation while on site performing weekly scheduled duties. General cleanup of the entire site shall include picking up papers, trash or debris, which may accumulate.

1.10 NOT USED

1.11 WEED CONTROL OF PAVED SURFACES

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

1.13 TURFGRASS

1. General

- a. Aeration: Mechanically aerate all turf areas three (3) times annually to reduce compaction/stress conditions, which will offer greater water penetration and reduce runoff. In those areas when soil condition is poor, top dress may be required by the Maintenance Coordinator or Regional Manager or designee. Use a plug aeration with 3/4" tines. Any areas that show excessive compaction shall receive additional treatment as required to alleviate this condition. Removal of sod plugs may be required. The scheduling of aeration will be recorded on the Maintenance Schedule.
- b. Fertilization: Turf areas shall be fertilized immediately upon completion of aeration.
- c. Mowing: Mow and edge each site four (4) times per month (1 time per week) during the period of April 1 to September 30 and two (2) times a month (1 time every other week) during the period October 1 to March 31. Cut cool season turf grass 2-1/2" during warm season and reduce to 2" during winter or cooler seasons.

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

Turf in this contract shall be mowed with power propelled mowers equipped to mow and collect clippings in one operation. Rotary mowers shall be used to mow tall fescue or other cool-season turf areas. Reel mowers will be required to mow any Bermuda grass areas. The Maintenance Coordinator or Regional Manager or designee

may in some instances allow mowing without the attached collection device to recycle organic material into the soil, providing the machine is equipped with approved safety features. The mowers shall be maintained and sharpened to provide a smooth even cut without tearing of the leaf blade. The reel or blade adjustment shall provide a uniform, level cut without ridges or depressions. Riding mowers shall be used in large turf areas only. Contractor shall identify these turf areas for approval by Maintenance Coordinator or Regional Manager or designee.

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

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

2. String Trimmers

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

1.14 FACILITY MAINTENANCE

1. General Facility Operations

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

2.00 SEASONAL PERIODIC SERVICES

2.01 SERVICES DUE NOVEMBER - FEBRUARY

1. Prune all deciduous trees: Quality of pruning shall be as described in the section on Pruning Quality Standards.
2. Trim all plant material overgrowing boundaries to Pruning Quality Standards and as specified herein (Section 1.03).
3. Remove Pampas grass, Sudan grass, etc. in its entirety

2.02 SERVICES DUE MARCH - MAY

1. Trim all plant material overgrowing boundaries to Pruning Quality Standards and as specified herein (Section 1.03).
2. Remove Pampas grass, Sudan grass, etc. in its entirety
3. In May fertilize all plantings except lawns. Evenly distribute 8lbs/M of 37-0-0 sulphur coated urea or approved equal.

2.03 SERVICES DUE JUNE - AUGUST

1. Trim all plant material overgrowing boundaries to Pruning Quality Standards and as specified herein (Section 1.03).
2. Remove Pampas grass, Sudan grass, etc. in its entirety

2.04 SERVICES DUE SEPTEMBER - OCTOBER

1. Trim all plant material overgrowing boundaries to Pruning Quality Standards and as specified herein (Section 1.03).
2. Remove Pampas grass, Sudan grass, etc. in its entirety
3. Fertilize groundcovers with 8lbs/M of 37-0-0 sulphur coated urea or approved equal.

3.00 LANDSCAPE MAINTENANCE EQUIPMENT INVENTORY

The following equipment is to be included within Contractors landscape maintenance equipment inventory of operations for the Commission. All equipment shall receive scheduled preventative maintenance to promote equipment reliability and ensure optimum performance at all times. All equipment is subject to Commission approval. Any piece of equipment deemed unsatisfactory by the Maintenance Coordinator or Regional Manager or designee shall be repaired or replaced immediately.

3.01 MOWING EQUIPMENT

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

3.02 VERTICAL MOWERS/DE-THATCHER

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

3.03 FLAIL MOWER

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

B. IRRIGATION MAINTENANCE SERVICES (REQUIRED SERVICES)

4.01 GENERAL REQUIREMENTS,

The Contractor shall furnish all labor, equipment, materials, tools, services, and special skills required to perform the irrigation maintenance as set forth in this specification and in keeping with the highest standards of quality and performance.

Maintenance of the irrigation systems shall include but not be limited to required services such as testing and service and any additional services such as on-call repair service as needed. Testing and services shall include cleaning, adjusting, and minor repairs for controllers, valves, valve boxes, pipe fittings, sprinkler heads, sprinkler assemblies, riser assemblies, drip irrigation pipe and components. It is the intent to schedule services to keep the site in a state of healthy responsible growth.

This specification establishes the standard for the maintenance of the irrigation systems in the landscaped areas (entire parcel area contained within individual property address boundaries) for the Commission.

Irrigation system maintenance includes:

- Testing
- Evaluation
- Adjusting setting based on seasonal needs
- Reporting
- Optimizing irrigation to minimize water loss

Contractor shall submit a Site Irrigation Schedule to the Commission which outlines the irrigation maintenance operations. Any changes to the schedule must be submitted to the Commission for approval.

Contractor's responsibilities shall be to perform irrigation evaluations according to industry best management practices to identify breaks and leaks, to perform evaluations of the effectiveness of the irrigation to supply necessary water to landscape features, adjusting irrigation system settings based on seasonal needs, to provide a monthly report summarizing the testing and evaluation results, and to work in collaboration with staff and other vendors to optimize irrigation to minimize water loss.

Contractor shall be responsible for the programming of irrigation system and maintaining an ideal irrigation schedule for the climate, plants, and season. Water requirements of plants vary according to the season, plant variety and soil conditions, Contractor shall consider variation in size of plants, roots, soil, irrigation components and weather conditions when making water determination requirements. Close attention shall be paid to water demands of plants as influenced by their exposure to sun, wind, shade, and geographic location. Any changes to the schedule must be submitted to the Commission for approval. All landscape areas shall be irrigated as required to promote vigorous and healthy plant growth. Contractor shall use a soil probe to a depth of 12 (twelve) inches to ensure water penetration by random testing of the root zones.

Contractor shall prevent water from over-spraying onto walls, buildings, walkways, streets and adjacent properties. Contractor shall provide necessary component adjustments for all sprinkler heads, nozzles, swing joints, and pipe risers. Contractor shall provide recommendations and cost estimates for necessary repairs and/or replacements where irrigation system design features make prevention of runoff impractical.

If an irrigation system or a portion of a system is malfunctioning or has been turned off due to City/State requirements, Contractor shall provide manual operation of system for a period until the system is restored or normal operations resume to ensure the health and care of the landscape.

Contractor shall be held responsible for over-watering, which is represented by excessive run off, over saturation, or high use rates and dry areas or dead plant material caused by Contractor negligence to monitor or report to the Commission problems or required adjustments shall result in possible charges for the cost of the excess water or dead plant material incurred by the Commission.

All drip-line emitters, sub-surface drip lines, standard drip line, and flex lines shall be properly maintained and secured/staked at or below grade to ensure the integrity of the lines, reduce trip hazards, and prevent unsightly appearance. Sub-surface drip lines must be covered by mulch whenever they are observed uncovered.

Contractor shall set irrigation controllers to "OFF" position prior to actual inclement weather conditions and when local weather reports forecast a 40% or greater change of inclement weather. Contractor shall be responsible to return the controllers to "ON" position when conditions are appropriate.

The contractor shall implement repairs in accordance with all effective warranties, with no additional payment for parts/materials. The irrigation technician shall be required to carry a basic inventory of irrigation parts and equipment to complete minor repairs.

4.02 IRRIGATION SERVICES

1. Testing

- a. The irrigation system should be manually turned-on on a weekly basis.
- b. If there is a dedicated irrigation water meter, the meter should be monitored while the irrigation system is off and after the system is turned on.

2. Evaluation

- a. Any damaged or missing components, including water lines, irrigation heads, valves, valve box covers, low mulch levels, etc., shall be reported to the Property Manager, by email, within 24 hours of the evaluation.
- b. Active leaks shall be reported to the Property Manager, by email, within 24 hours of evaluation.
- c. Non-responsive valves or zones shall be reported to the Property Manager, by email, within 24 hours of evaluation.
- b. Proper system configuration (presence of backflow prevention, automatic shutoff, and rain sensing devices; operating pressure; sprinkler head types, alignment, and spacing controller type; and irrigation zone timing and frequency)
- c. Landscape or overgrowth interference with irrigation system performance
- d. Water supply is sufficient for turf and/or plants
- e. Any areas that have excessive amounts of water, pooling, puddles, etc.
- f. Identify any signs of erosion in the landscape

3. Adjustments

- a. Irrigation timers should be checked monthly and adjusted in accordance with seasonal conditions and/or local ordinances that restrict watering times
- b. Sprinkler heads should be checked monthly and adjusted to ensure water directed onto landscape features and not onto hardscape
- c. Identify water lines that may be exposed and/or at risk of being damaged by normal use of landscape
- d. Whenever possible; the contractor should repair or rebuild zone valves to minimize replacement valve costs.

4. Monthly Reporting

- a. Date, time, and address of completed evaluation
- b. Descriptions of existing irrigation system
- c. Existing system usage, as gallons per irrigation cycle
- d. Recommendation(s) to improve system efficiency broken down by:
 - i. Irrigation zone changes, including timing or frequency changes
 - ii. System components to be added, upgraded or replaced, including proposed manufacturer(s), model numbers, and costs
 - iii. Landscape modification to encourage water savings

- e. Estimated water usage after implementing recommendation(s), as gallons per irrigation cycle

5. Weekly Irrigation Checklist

- a. See Exhibit 2

6. Optimizing irrigation system to minimize water loss

- a. Program irrigation system to apply water in accordance with plant requirements based on weather, soil conditions and to minimize runoff.
- b. Redirect sprinkler heads to landscape areas
- c. Recommendation(s) to improve system optimization

7. Non Scheduled Repair Service (As-Needed Services)

- a. Provide all labor, materials, and equipment necessary to ensure that the Commission's systems are fully and properly operational.
- b. Repair or replacement of all piping including mains, laterals, fittings, sleeves, connections, tee, risers, and clamps.
- c. Repair or replacement of all control, ball, globe, pressure reducing, quick coupling and other valves, including valve boxes, markers, connections, operators and other accessories.
- d. Repair and replacement of automatic control system, including controllers, programming, and control wiring connections.
- e. Complete electrical connection of the existing or new controllers to service panel location.
- f. Repair or replacement of all piping to the supply source utilizing a meter provided by the City.
- g. All excavation, site work, relocation or replacement of utilities, backfill and restoration of all disturbed areas and circumstances.
- h. Provide a complete and operable system for the irrigation of all proposed landscape areas on the various Commission project sites.
- i. Adjust any system components to work with existing and proposed landscaping.
- j. Contractor will be responsible for maintaining the proper watering schedule on all Commission owned or managed sites.
- k. Complete sod and planting restoration in all areas that are trenched or damaged during the installation of the irrigation system upon completion of the project.
- l. Contractor shall provide a two (2) year warranty/guarantee on all parts and labor.
- m. Contractor shall provide a written estimate/invoice for all repairs or replacements prior to issuance of Purchase Order. All estimates/invoices shall contain the following information:
 - i. Estimated labor hours
Record and provide "Time In" (when work began) and "Time Out" (when work ended) for each job performed.
 - ii. Required parts
 - iii. Manufacturer
 - iv. Model #
 - v. Quantity

- vi. Price
- n. Contractor shall not perform work without a Purchase Order except for emergencies.
 - i. An emergency for the purposes of this scope is defined as an event, which requires immediate action in order to prevent a hazard to life, health, safety, welfare or property or to avoid undue additional cost to Commission.
 - ii. In the event of unforeseen additional work not included as part of original purchase order, Contractor must obtain approval from Property Manager, or designee, prior to work commencing.
 - o. All new irrigation installations shall be guaranteed for a period of one calendar year except due to non-routine occurrences or "Acts of God," i.e., damage due to wind or storm, or vandalism, theft, or other willful acts over which the contractor has no control. Contractor will notify the Maintenance Coordinator or Regional Manager or designee of any existing systems that are not performing to specifications

4.03 IRRIGATION CONSULTING SERVICES, (As-Needed)

As part of this agreement, the Contractor may be requested to provide additional services as outlined below: .

- a. Provide recommendations for improvement to the irrigation system or landscape
- b. Comprehensive Irrigation System Diagnosis
- c. Irrigation retrofitting for water conservation efforts including installation of low flow heads/nozzles, drip irrigation, micro-drip irrigation, etc.
- d. Contractor shall provide a written estimate for any additional services and must include the following:
 - i. Estimated labor hours
Record and provide "Time In" (when work began) and "Time Out" (when work ended) for each job performed.

C. GENERAL REQUIREMENTS

5.01 EMERGENCY NUMBERS AND CALL-OUTS (AS-NEEDED)

Contractor shall have the capability to receive and to respond immediately to calls of an emergency nature during normal working hours and during hours outside of normal working hours. Calls of an emergency nature received by the Commission shall be referred to Contractor for immediate disposition.

1. In the event that emergency work is required, Contractor shall notify the Maintenance Coordinator or Regional Manager or designee by telephone in advance before any emergency work is commenced. Non-emergency maintenance work requires an approved purchase order before the work is performed.
2. In situations involving emergency after normal work hours, the Contractor shall dispatch qualified personnel and equipment to reach the site within two (2) hours. Contractor's vehicle shall carry sufficient equipment to effect safe control of traffic. When Contractor

arrives at the site, Contractor shall set up traffic warning and control devices, if deemed necessary, and proceed to repair the system on a temporary basis.

3. Contractor shall supply the Commission with name(s) and phone number(s) of responsible person(s) representing Contractor for 24-hour emergency response. The above-mentioned information shall remain current at all times. Any changes shall be forwarded to the Commission in writing within 24 hours of any such change. Failure to maintain emergency information current shall result in a \$100 penalty for each occurrence.

Emergency response defined:

As per Maintenance Coordinator or Regional Manager or designee

By prior agreement

Public health/safety matters

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

5.02. SUPERVISION AND SPECIAL SKILLS

Contractor shall assign a supervisor full time (40 hours per week) within the Commission boundaries, working regular working hours for the duration of this agreement. Contractor should have expertise and experience in turf management, entomology, pest control, soils, fertilizers, plan identification, and irrigation system maintenance. Supervisor shall be capable of communicating effectively both in written and spoken English and background must include experience in High Density Residential projects of the type found in the Commission Limits.

5.03 LICENSE AND PERMITS

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

5.04 DRESS CODE AND APPEARANCE

All Contractors' personnel shall be required to wear uniforms bearing company name while on the project. Sufficient changes shall be provided to present a neat and clean appearance of personnel at all times. Uniform shall consist of a shirt and jacket with company name. Safety vests are not considered as part of the uniform but shall be required.

5.05 PROJECT INSPECTIONS

Upon request, Contractor or his representative will walk the project with the Maintenance Coordinator or Regional Manager or designee for the purpose of determining compliance with the specifications or to discuss required work. Contractor representative must be authorized to sign documents and effect changes to the job.

5.06 SAFETY

Contractor shall be responsible for providing a safe work place, and compliance with standards and regulations of the California Occupational Safety and Health Act (Cal OSHA), Federal Occupational Safety and Health Act (OSHA) , California Division of Industrial Safety Orders (CDIS), State of California Manual of Traffic Controls, California Department of Food and Agriculture (CDFA) Laws and Regulations, and any other applicable governmental law or Commission risk management standards.

5.07 TRAFFIC CONTROL

Contractor shall notify local authorities of this intent to begin work at least five (5) days before work is begun. Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make his own arrangements relative to keeping the working area clear of vehicles. When entering or leaving roadways carrying public traffic, Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic. Contractor shall make every effort to keep commercial/residential driveways open during working hours. After working hours, all driveways shall be accessible with smooth and safe crossings through the construction area (State of California Traffic Manual or W.A.T.C.H. Book). Lighted sign or arrow board may be required as needed.

5.08 THE SAN DIEGO HOUSING COMMISSION'S RIGHT TO DO WORK

The Commission reserves the right to do work as required within the contract area. If such alterations affect the provision of this agreement, Contractor will be asked to submit a cost as a result of the alterations.

5.09 COOPERATION/COLLATERAL WORK

Contractor shall recognize that during the course of the agreement other activities and operations will be conducted by the Commission and other contractors. These activities will include but are not limited to: landscape refurbishment, irrigation system modification or repair, storm related operations, new construction, and building renovation. Contractor may be required to modify or curtail certain operations and shall promptly comply with any request by the Maintenance Coordinator or Regional Manager or designee.

5.11 PROTECTION OF PROPERTY DURING INCLEMENT WEATHER

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

5.12 PROTECTION OF EXISTING FACILITIES AND STRUCTURES

Contractor shall exercise due care in protecting from damage all existing facilities, structures, and utilities both above surface and underground on the Commission's Properties. Any damage to Commission Properties deemed to be caused by Contractor's neglect shall be corrected or paid for by Contractor at no cost to the Commission.

If the Commission requests or directs Contractor to perform work in a given area, it will be Contractor's responsibility to verify and locate any underground systems (i.e., utility lines). This

does not release Contractor of the responsibility for taking reasonable precaution when working in these areas.

Any damage or problems shall be reported immediately to the Commission.

5.13 WORK NOT INCLUDED

Water and electrical billings, except in instances where excessive costs are incurred by the Commission due to water waste or negligence by Contractor, are not included within this agreement. If the Maintenance Coordinator or Regional Manager or designee, based upon all the facts they may gather, determines that excessive utility costs have occurred, the Commission may withhold from the payment to Contractor those funds necessary to reimburse the Commission for these additional costs.

5.14. CONTRACTOR NEGLIGENCE

Any damage to the Commission's Properties which has been determined to be due to Contractor's neglect shall be corrected at no additional cost to the Commission. Loss of plant material due to improper care of irrigation systems is also included.

5.15 SCHEDULING OF OPERATIONS

Contractor shall perform work at such times as to minimize disturbance or interference to resident convenience, pedestrian, or vehicle circulation. Normal work hours shall be 8:00 a.m. to 5:00 p.m., Monday through Friday. Contractor shall submit a Site Maintenance Schedule describing maintenance operations and when work and applications of fertilizers will be accomplished. Schedule shall be submitted annually and must be approved prior to starting any maintenance operations. All forms and schedules shall be of a format supplied by or approved by the Commission.

5.16 SPECIFICATIONS AND PLANS

The work performed shall be done in accordance with the Standard Specifications for Public Works Construction, latest Edition, and those specifications included herein.

In case of conflict between all the aforementioned specifications in the previous paragraph and this specification, this specification shall take precedence over and be used in lieu of such conflicting portions. Where the plans or specifications describe portions of work in general terms, but not in complete detail, it is understood that the item is to be furnished and installed complete and in place and workmanship of the first quality is to be used. Unless otherwise specified, Contractor shall furnish all labor, materials, tools, equipment, and incidentals and do all the work involved in executing the contract.

5.17 SOUND CONTROL REQUIREMENTS

Contractor shall comply with all local sound control and noise level rules, regulations, and ordinances which apply to any work performed pursuant to this agreement.

Each internal combustion engine used for any purpose on the job or related to the job shall be equipped with a muffler of a type recommended by the manufacturer of such equipment. No internal combustion engine shall be operated on the project without said muffler.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed, therefore.

5.18 CONSTRUCTION/ MAINTENANCE EQUIPMENT

Contractor shall take all necessary precautions for safe operation of its equipment and the protection of the public from injury and damage from such equipment. All equipment deemed by the Maintenance Coordinator or Regional Manager or designee to be unsafe, in disrepair or unsatisfactory, shall be repaired or replaced immediately.

5.19 ADDITIONS/ DELETIONS TO SAN DIEGO HOUSING COMMISSION LANDSCAPE AREAS

Changes in the areas to be maintained may be made as the Commission accepts new areas and/or relinquishes currently maintained areas. Any and all such changes shall only be made upon written notification in the form of a change order which shall clearly state the effective date of the change.

5.20 ADDITIONS/DELETIONS TO SAN DIEGO HOUSING COMMISSION GENERAL MAINTENANCE SPECIFICATIONS

The Commission reserves the right to make additions, deletions, revisions, and/or otherwise modify the Commission's Maintenance Specifications. Any changes in the specification that causes Contractor to suffer additional expenses may be negotiated upon written justification.

5.21 ADMINISTRATION

1. Periodic Services
 - a. The Periodic Services, provided in these documents, indicates the time frames when items of work shall be accomplished.
 - b. Contractor shall submit revised schedules when actual performance differs substantially from planned performance.
2. Reports and Schedules
 - a. Provide report and schedule forms needed to indicate the major items of work and further delineate the time frames for accomplishment. Forms are to be acceptable to Maintenance Coordinator or Regional Manager or designee.
 - b. Contractor shall provide and complete a schedule for each item of work and each area of work.
 - c. The site maintenance schedule shall be submitted 1 week prior to the effective date of the agreement.
 - e. Changes to the schedule shall be received by the Maintenance Coordinator or Regional Manager or designee at least twenty-four (24) hours prior to the scheduled time for the work.
 - f. Failure to notify the Maintenance Coordinator or Regional Manager or designee of a change and/or failure to perform an item of work on a scheduled day may result in deduction of payment for that date or work even though the work is performed on a subsequent day.
 - g. The Contractor shall adjust his schedule to compensate for all San Diego Housing Commission observed holidays.

3. Performance During Inclement Weather
 - a. During the periods when inclement weather hinders normal operations, Contractor shall adjust its work force in order to accomplish those activities that are not affected by weather.
 - b. The prime factors in assigning work shall be the safety of the work force and damage to landscaping, in that order.
 - c. Failure to adjust the work force to show good progress on the work may result in deduction of payments.
4. Performance On Schedule
 - a. All work shall be completed on the day scheduled (as shown on the schedule). All schedules shall be pre-approved by the Maintenance Coordinator or Regional Manager or designee.
5. Deficient Performance
 - a. Contractor shall be notified verbally or in writing each time performance is unsatisfactory and corrective action is necessary.
 - b. Contractor shall complete corrective action within the following time frames subsequent to verbal notification:
 - i. Public Health and Safety issues (Risk Management) shall be corrected immediately upon notification from the Maintenance Coordinator or Regional Manager or designee. These include, but are not limited to, policing Commission property for hazards, responding to emergencies and providing adequate traffic control measures.
 - ii. c. 6. Resident Employment Opportunity
 - a. The Commission asks that Contractor make a good faith effort in the hiring and training of Commission residents. Contractor shall maintain any and all records/solicitations used towards this effort.

Exhibit 1
Site List

Line #	Loan Group	SNU	Street		# units
1	Northern SDHC FNMA LLC	3501	1st	Ave	22
2	Central SDHC FNMA LLC	2932	30th	St	5
3	Central SDHC FNMA LLC	3012	30th	St	5
4	Central SDHC FNMA LLC	3030	30th	St	5
5	Central SDHC FNMA LLC	3217	30th	St	5
6	Central SDHC FNMA LLC	4729	32nd	St	5
7	Central SDHC FNMA LLC	4632	33rd	St	5
8	Central SDHC FNMA LLC	4751	33rd	St	8
9	SDHC	4720	34th	St	3
10	SDHC	4756	35th	St	4
11	Central SDHC FNMA LLC	4254	36th	St	5
12	Central SDHC FNMA LLC	4164	37th	St	8
13	Central SDHC FNMA LLC	4343	38th	St	5
14	Central SDHC FNMA LLC	4575	38th	St	8
15	SDHC	3010	39th	St	2
16	SDHC	3617	42nd	St	4
17	Central SDHC FHA LLC	2628	44th	St	8
18	SDHC	2716	44th	St	4
19	SDHC	2734	44th	St	4
20	Central SDHC FHA LLC	4225	44th	St	5
21	PUBLIC HOUSING	2420	44th	St	8
22	Central SDHC FHA LLC	4261	45th	St	5

23	SDHC	4078	47th	St	4
24	SDHC	4286	48th	St	4
25	Central SDHC FHA LLC	4566	51st	St	5
26	Central SDHC FHA LLC	3051	54th	St	7
27	SDHC	3280	A	St	2
28	Central SDHC FNMA LLC	3755	Alabama	St	8
29	Southern SDHC FHA LLC	2005	Alaquinas	Dr	66
30	Central SDHC FHA LLC	4479	Altadena	Ave	8
31	SDHC	4207	Altadena	Ave	2
32	SDHC	4080	Arizona	St	4
33	Southern SDHC FHA LLC	121	Averil	Rd	14
34	Central SDHC FNMA LLC	3974	Bancroft	St	14
35	Belden SDHC FNMA LLC	7777	Belden	St	243
36	Central SDHC FHA LLC	2883	Boston	Ave	5
37	Central SDHC FHA LLC	2955	Boston	Ave	5
38	Southern SDHC FHA LLC	178	Calle Primera		70
39	PUBLIC HOUSING	3222	Camulos	St	12
40	SDHC	2766	Cardinal	Rd	2
41	Central SDHC FHA LLC	4147	Chamoune	Ave	6
42	Central SDHC FNMA LLC	3850	Cherokee	Ave	5
43	Central SDHC FNMA LLC	4360	Cherokee	Ave	5
44	SDHC	7410	Cuvier	St	8
45	SDHC	2326	E. Jewett	St	4
46	Northern SDHC FNMA LLC	7105	Eastman	St	50
47	SDHC	4395	El Cajon	Blvd	37
48	Northern SDHC FHA LLC	12643	El Camino	Real	50

49	SDHC	2477	Fairmount	Ave	4
50	Northern SDHC FHA LLC	2701	Figueroa	Ave	4
51	Central SDHC FNMA LLC	4081	Florida	St	8
52	Northern SDHC FNMA LLC	7526	Fulton	St	31
53	Northern SDHC FNMA LLC	2615	Genesee	Ave	11
54	Central SDHC FNMA LLC	4450	Georgia	St	8
55	Northern SDHC FHA LLC	8637	Glenhaven	St	4
56	Northern SDHC FHA LLC	8649	Glenhaven	St	4
57	Northern SDHC FHA LLC	8661	Glenhaven	St	4
58	Northern SDHC FHA LLC	8701	Glenhaven	St	4
59	Central SDHC FNMA LLC	7891	Golfcrest	Dr	9
60	Northern SDHC FHA LLC	2045	Grand	Ave	6
61	Southern SDHC FHA LLC	2381	Grove	Ave	41
62	Central SDHC FNMA LLC	4637	Hamilton	St	8
63	SDHC	3081	Hawthorn	St	4
64	Central SDHC FHA LLC	4416	Highland	Ave	8
65	Southern SDHC FHA LLC	1351	Hollister	St	20
66	Northern SDHC FHA LLC	2644	Hornblend	St	5
67	Northern SDHC FHA LLC	8714	Hurlbut	St	4
68	Northern SDHC FHA LLC	8726	Hurlbut	St	4
69	Central SDHC FNMA LLC	3125	Ivy	St	5
70	Central SDHC FHA LLC	4205	Juniper	St	20
71	Central SDHC FHA LLC	4273	Juniper	St	24
72	Northern SDHC FNMA LLC	7085	Levant	St	14
73	Central SDHC FHA LLC	4390	Maple	St	6
74	Central SDHC FHA LLC	4451	Market	St	20

75	Northern SDHC FNMA LLC	4131	Maryland	St	24
76	PUBLIC HOUSING	3919	Mason	St	8
77	SDHC	10101	Maya Linda	Rd	132
78	Central SDHC FNMA LLC	2727	Meade	Ave	6
79	Central SDHC FHA LLC	5316	Meade	Ave	30
80	Northern SDHC FHA LLC	8792	Mira Mesa	Blvd	5
81	Northern SDHC FHA LLC	8816	Mira Mesa	Blvd	5
82	Northern SDHC FHA LLC	5071	Muir	Ave	8
83	SDHC	4890	Naples	St	4
84	SDHC	4050	Oakcrest	Dr	4
85	SDHC	5330	Orange	Ave	71
86	PUBLIC HOUSING	649	Picador	Blvd	78
87	Central SDHC FHA LLC	4180	Poplar	St	9
88	Northern SDHC FHA LLC	4055	Pulitzer	Place	50
89	SDHC	2325	Rachael	Ave	3
90	Central SDHC FHA LLC	5326	Rex	Ave	4
91	Central SDHC FHA LLC	5330	Rex	Ave	4
92	PUBLIC HOUSING	351	S. 33rd	St	40
93	Central SDHC FHA LLC	5359	Santa Margarita	St	32
94	Central SDHC FHA LLC	7281	Saranac	St	7
95	SDHC	3755	Swift	Ave	4
96	Southern SDHC FHA LLC	281	Sycamore	Rd	24
97	Southern SDHC FHA LLC	391	Sycamore	Rd	41
98	Southern SDHC FHA LLC	402	Sycamore	Rd	24
99	SDHC	6511	Tait	St	4
100	PUBLIC HOUSING	5385	Trojan	Ave	3

101	PUBLIC HOUSING	4095	Valeta	St	4
102	SDHC	3630	Van Dyke	Ave	4
103	PUBLIC HOUSING	2098	Via Las Cumbres		84
104	SDHC	2052	Via Las Cumbres		36
105	Central SDHC FNMA LLC	4043	Wilson	Ave	5

Exhibit 2

Weekly Irrigation Checklist

Contractors Business Name			
Project Name / Site Location			
Inspectors Name			
Date of Inspection			
Item Inspected	Checked YIN	Results Pass/Fail	Action Required Description
Solenoid Valves			
Correct clearance (top of valve to underside of box lid)			
Ball Valves can be turned on/off			
No leaks (tested under pressure)			
Pipe work not resting against box or bricks			
Valve Boxes			
Level with finished turf if installed in turf			
Above mulch level if installed in garden			
Engrave & clearly number with ICC (3 digits)			
Engrave & clearly label AV,FV,QCV etc.			
Correct valve box type, as per TCC specifications			
Bolts fitted & nuts not damaged			
Evenly supported by bricks			
No excessive cut outs			
Electrical			
Electrical Test Certificate(240v) obtained			

Electrical schematic attached inside enclosure door			
Check cable joints (crimp connectors & ES2 heat shrink)			
Record field wiring resistances			
Station wiring resistances between 20 - 60ohms for AC coils			
Station wiring resistances between 4 - 35ohms for DC coils			
Conduits sealed at controller & first electrical pit			
Controller wired correctly & neatly			
Flow meter is wired in circuit			
Flow Meter pulses at the controller terminal blocks are present			
Control cables are tagged at electrical pits			
Electrical pits level with ground			
Earth stake installed in first electrical pit			
Control conduit lengths in pits			
Control cable loop length in pits			
Controller enclosure door locks fastened			
Controller enclosure exposed earthing points fastened			
Test Run			
Review ICC irrigation program via ICC Pro application			
Test each station with smart phone			
Simulate irrigation program (run paired stations manually)			
Paired station pressures = design & manufactures specifications			
Pressure difference between 1st & last sprinkler per valve <10%			
Pressure difference between 1st sprinklers per program line <10%			
As Cons			
Contain updated landscape & civil bases			

Irrigation assets have been surveyed (if required)			
Final As Con Plans PDF & DWG submitted to TCC on CD or via FTP			
Final wiring table/plan correct & complete			
Check actual flow rates against designed flow rates			
Update As Con flow rates (if required)			
Contain any electrical power infrastructure related to irrigation			
Final As Con Plans checked on site			
Sprinklers			
Correct height			
Plumb			
No low head drainage			
Seals not leaking			
No leaks from un-tightened sprinkler tops			
Arcs adjusted correctly			
No over spray onto roadways			
No over spray onto private fences			
No dry spots			
No excessively wet spots			
Insufficient sprinkler coverage			
Foliage blocking sprinkler/s			
Confirm quantity & nozzle sizes (& record)			
Sprinkler pressures are to design & manufactures specifications			
Drip Stations			
No leaks			

No dry spots			
No excessively wet spots			
Air valves operating			
Flush valves operate ok			
Flags installed (570 series)			
Drip filter/poison filters cartridges are installed			
Pressure regulators installed & set			
Check operation pressure at flush valves (20psi - 30psi)			
Header & collector pipe is properly covered in loam			
Drip system max/min tube/pipe offset distances are correct			
Water Meter/Backflow Assy/Master Valve			
DC03 or RP03 backflow prevention device installed			
Current Backflow Test Certificate issued to TCC			
Water Meter/Backflow/Master Valve Assy installed to specification			
Master valve is wired in circuit			
Master Valve is in automatic mode & is working			
Specification support stand/s fitted			
Stainless steel cover fitted			
Pad lock fitted & can be opened/closed easily			
Ball Valve handles removed			
HD pipe sleeve fitted to electrical conduit			
Pulse & MV wires terminated with open ended crimp connector			
Mainline			
QCV's inspected			
Test for leaks, (manual open MV & observe water meter movement)			

"Kerb Markers" installed for all hard surface crossings			
Site			
Trenches filled & no trip hazards			
Rubbish/dirt/rocks removed			
Site is mowable (turf area's)			
Barricades & construction pegs removed			
Contractors WH&S person has inspected site & deemed it safe			
No dry spots			
No excessively wet spots			
Program			
Telemetry Irrigation Program is fully operational			
Check calculated flow rates = actual flow rates at the water meter			
No flow alarms or Communication faults for the site			

Attachment D Compensation Terms

Contractor shall submit invoice monthly after the Commission accepts the work in accordance with section 104 of the Agreement.

Annual compensation shall not exceed the amount set forth in Section 104. Compensation for routine landscaping services shall not exceed for \$348,600.00 of that total and on-call/additional services shall not exceed \$95,256.60.

Line #	Loan Group	SNU	Street		# units	Cost per month Feb 1 - Oct 31	Cost per month Nov 1 - Jan 31	Total Annual Cost
1	Northern SDHC FNMA LLC	3501	1st	Ave	22	\$ 330.00	\$ 330.00	\$ 3,960.00
2	Central SDHC FNMA LLC	2932	30th	St	5	\$ 75.00	\$ 75.00	\$ 900.00
3	Central SDHC FNMA LLC	3012	30th	St	5	\$ 75.00	\$ 75.00	\$ 900.00
4	Central SDHC FNMA LLC	3030	30th	St	5	\$ 75.00	\$ 75.00	\$ 900.00
5	Central SDHC FNMA LLC	3217	30th	St	5	\$ 75.00	\$ 75.00	\$ 900.00
6	Central SDHC FNMA LLC	4729	32nd	St	5	\$ 75.00	\$ 75.00	\$ 900.00
7	Central SDHC FNMA LLC	4632	33rd	St	5	\$ 75.00	\$ 75.00	\$ 900.00
8	Central SDHC FNMA LLC	4751	33rd	St	8	\$ 120.00	\$ 120.00	\$ 1,440.00
9	SDHC	4720	34th	St	3	\$ 45.00	\$ 45.00	\$ 540.00
10	SDHC	4756	35th	St	4	\$ 60.00	\$ 60.00	\$ 720.00
11	Central SDHC FNMA LLC	4254	36th	St	5	\$ 75.00	\$ 75.00	\$ 900.00
12	Central SDHC FNMA LLC	4164	37th	St	8	\$ 75.00	\$ 75.00	\$ 900.00
13	Central SDHC FNMA LLC	4343	38th	St	5	\$ 40.00	\$ 40.00	\$ 480.00
14	Central SDHC FNMA LLC	4575	38th	St	8	\$ 120.00	\$ 120.00	\$ 1,440.00
15	SDHC	3010	39th	St	2	\$ 30.00	\$ 30.00	\$ 360.00
16	SDHC	3617	42nd	St	4	\$ 60.00	\$ 60.00	\$ 720.00
17	Central SDHC FHA LLC	2628	44th	St	8	\$ 120.00	\$ 120.00	\$ 1,440.00
18	SDHC	2716	44th	St	4	\$ 60.00	\$ 60.00	\$ 720.00
19	SDHC	2734	44th	St	4	\$ 60.00	\$ 60.00	\$ 720.00
20	Central SDHC FHA LLC	4225	44th	St	5	\$ 75.00	\$ 75.00	\$ 900.00
21	PUBLIC HOUSING	2420	44th	St	8	\$ 238.00	\$ 238.00	\$ 2,856.00
22	Central SDHC FHA LLC	4261	45th	St	5	\$ 75.00	\$ 75.00	\$ 900.00
23	SDHC	4078	47th	St	4	\$ 60.00	\$ 60.00	\$ 720.00
24	SDHC	4286	48th	St	4	\$ 60.00	\$ 60.00	\$ 720.00
25	Central SDHC FHA LLC	4566	51st	St	5	\$ 75.00	\$ 75.00	\$ 900.00
26	Central SDHC FHA LLC	3051	54th	St	7	\$ 105.00	\$ 105.00	\$ 1,260.00
27	SDHC	3280	A	St	2	\$ 30.00	\$ 30.00	\$ 360.00
28	Central SDHC FNMA LLC	3755	Alabama	St	8	\$ 120.00	\$ 120.00	\$ 1,440.00
29	Southern SDHC FHA LLC	2005	Alaquinas	Dr	66	\$ 900.00	\$ 900.00	\$ 10,800.00
30	Central SDHC FHA LLC	4479	Altadena	Ave	8	\$ 210.00	\$ 210.00	\$ 2,520.00
31	SDHC	4207	Altadena	Ave	2	\$ 30.00	\$ 30.00	\$ 360.00

Line #	Loan Group	SNU	Street		# units	Cost per month Feb 1 - Oct 31	Cost per month Nov 1 - Jan 31	Total Annual Cost
32	SDHC	4080	Arizona	St	4	\$ 60.00	\$ 60.00	\$ 720.00
33	Southern SDHC FHA LLC	121	Averil	Rd	14	\$ 112.00	\$ 112.00	\$ 1,344.00
34	Central SDHC FNMA LLC	3974	Bancroft	St	14	\$ 200.00	\$ 200.00	\$ 2,400.00
35	Belden SDHC FNMA LLC	7777	Belden	St	243	\$ 3,500.00	\$ 3,500.00	\$ 42,000.00
36	Central SDHC FHA LLC	2883	Boston	Ave	5	\$ 75.00	\$ 75.00	\$ 900.00
37	Central SDHC FHA LLC	2955	Boston	Ave	5	\$ 75.00	\$ 75.00	\$ 900.00
38	Southern SDHC FHA LLC	178	Calle Primera		70	\$ 1,000.00	\$ 1,000.00	\$ 12,000.00
39	PUBLIC HOUSING	3222	Camulos	St	12	\$ 300.00	\$ 300.00	\$ 3,600.00
40	SDHC	2766	Cardinal	Rd	2	\$ 30.00	\$ 30.00	\$ 360.00
41	Central SDHC FHA LLC	4147	Chamoune	Ave	6	\$ 90.00	\$ 90.00	\$ 1,080.00
42	Central SDHC FNMA LLC	3850	Cherokee	Ave	5	\$ 75.00	\$ 75.00	\$ 900.00
43	Central SDHC FNMA LLC	4360	Cherokee	Ave	5	\$ 75.00	\$ 75.00	\$ 900.00
44	SDHC	7410	Cuvier	St	8	\$ 120.00	\$ 120.00	\$ 1,440.00
45	SDHC	2326	E. Jewett	St	4	\$ 60.00	\$ 60.00	\$ 720.00
46	Northern SDHC FNMA LLC	7105	Eastman	St	50	\$ 700.00	\$ 700.00	\$ 8,400.00
47	SDHC	4395	El Cajon	Blvd	37	\$ 500.00	\$ 500.00	\$ 6,000.00
48	Northern SDHC FHA LLC	12643	El Camino	Real	50	\$ 700.00	\$ 700.00	\$ 8,400.00
49	SDHC	2477	Fairmount	Ave	4	\$ 60.00	\$ 60.00	\$ 720.00
50	Northern SDHC FHA LLC	2701	Figueroa	Ave	4	\$ 60.00	\$ 60.00	\$ 720.00
51	Central SDHC FNMA LLC	4081	Florida	St	8	\$ 120.00	\$ 120.00	\$ 1,440.00
52	Northern SDHC FNMA LLC	7526	Fulton	St	31	\$ 460.00	\$ 460.00	\$ 5,520.00
53	Northern SDHC FNMA LLC	2615	Genesee	Ave	11	\$ 160.00	\$ 160.00	\$ 1,920.00
54	Central SDHC FNMA LLC	4450	Georgia	St	8	\$ 120.00	\$ 120.00	\$ 1,440.00
55	Northern SDHC FHA LLC	8637	Glenhaven	St	4	\$ 60.00	\$ 60.00	\$ 720.00
56	Northern SDHC FHA LLC	8649	Glenhaven	St	4	\$ 60.00	\$ 60.00	\$ 720.00
57	Northern SDHC FHA LLC	8661	Glenhaven	St	4	\$ 60.00	\$ 60.00	\$ 720.00
58	Northern SDHC FHA LLC	8701	Glenhaven	St	4	\$ 60.00	\$ 60.00	\$ 720.00
59	Central SDHC FNMA LLC	7891	Golfcrest	Dr	9	\$ 130.00	\$ 130.00	\$ 1,560.00
60	Northern SDHC FHA LLC	2045	Grand	Ave	6	\$ 90.00	\$ 90.00	\$ 1,080.00
61	Southern SDHC FHA LLC	2381	Grove	Ave	41	\$ 600.00	\$ 600.00	\$ 7,200.00
62	Central SDHC FNMA LLC	4637	Hamilton	St	8	\$ 120.00	\$ 120.00	\$ 1,440.00
63	SDHC	3081	Hawthorn	St	4	\$ 60.00	\$ 60.00	\$ 720.00
64	Central SDHC FHA LLC	4416	Highland	Ave	8	\$ 120.00	\$ 120.00	\$ 1,440.00
65	Southern SDHC FHA LLC	1351	Hollister	St	20	\$ 300.00	\$ 300.00	\$ 3,600.00
66	Northern SDHC FHA LLC	2644	Hornblend	St	5	\$ 75.00	\$ 75.00	\$ 900.00
67	Northern SDHC FHA LLC	8714	Hurlbut	St	4	\$ 60.00	\$ 60.00	\$ 720.00
68	Northern SDHC FHA LLC	8726	Hurlbut	St	4	\$ 60.00	\$ 60.00	\$ 720.00
69	Central SDHC FNMA LLC	3125	Ivy	St	5	\$ 75.00	\$ 75.00	\$ 900.00
70	Central SDHC FHA LLC	4205	Juniper	St	20	\$ 300.00	\$ 300.00	\$ 3,600.00
71	Central SDHC FHA LLC	4273	Juniper	St	24	\$ 360.00	\$ 360.00	\$ 4,320.00
72	Northern SDHC FNMA LLC	7085	Levant	St	14	\$ 200.00	\$ 200.00	\$ 2,400.00
73	Central SDHC FHA LLC	4390	Maple	St	6	\$ 90.00	\$ 90.00	\$ 1,080.00
74	Central SDHC FHA LLC	4451	Market	St	20	\$ 300.00	\$ 300.00	\$ 3,600.00
75	Northern SDHC FNMA LLC	4131	Maryland	St	24	\$ 360.00	\$ 360.00	\$ 4,320.00
76	PUBLIC HOUSING	3919	Mason	St	8	\$ 200.00	\$ 200.00	\$ 2,400.00
77	SDHC	10101	Maya Linda	Rd	132	\$ 1,900.00	\$ 1,900.00	\$ 22,800.00
78	Central SDHC FNMA LLC	2727	Meade	Ave	6	\$ 90.00	\$ 90.00	\$ 1,080.00
79	Central SDHC FHA LLC	5316	Meade	Ave	30	\$ 450.00	\$ 450.00	\$ 5,400.00
80	Northern SDHC FHA LLC	8792	Mira Mesa	Blvd	5	\$ 75.00	\$ 75.00	\$ 900.00
81	Northern SDHC FHA LLC	8816	Mira Mesa	Blvd	5	\$ 75.00	\$ 75.00	\$ 900.00
82	Northern SDHC FHA LLC	5071	Muir	Ave	8	\$ 120.00	\$ 120.00	\$ 1,440.00
83	SDHC	4890	Naples	St	4	\$ 60.00	\$ 60.00	\$ 720.00
84	SDHC	4050	Oakcrest	Dr	4	\$ 60.00	\$ 60.00	\$ 720.00
85	SDHC	5330	Orange	Ave	71	\$ 1,050.00	\$ 1,050.00	\$ 12,600.00
86	PUBLIC HOUSING	649	Picador	Blvd	78	\$ 2,300.00	\$ 2,300.00	\$ 27,600.00
87	Central SDHC FHA LLC	4180	Poplar	St	9	\$ 130.00	\$ 130.00	\$ 1,560.00
88	Northern SDHC FHA LLC	4055	Pulitzer	Place	50	\$ 750.00	\$ 750.00	\$ 9,000.00
89	SDHC	2325	Rachael	Ave	3	\$ 45.00	\$ 45.00	\$ 540.00
90	Central SDHC FHA LLC	5326	Rex	Ave	4	\$ 60.00	\$ 60.00	\$ 720.00
91	Central SDHC FHA LLC	5330	Rex	Ave	4	\$ 60.00	\$ 60.00	\$ 720.00
92	PUBLIC HOUSING	351	S. 33rd	St	40	\$ 1,100.00	\$ 1,100.00	\$ 13,200.00

Line #	Loan Group	SNU	Street	# units	Cost per month Feb 1 - Oct 31	Cost per month Nov 1 - Jan 31	Total Annual Cost
93	Central SDHC FHA LLC	5359	Santa Margarita St	32	\$ 480.00	\$ 480.00	\$ 5,760.00
94	Central SDHC FHA LLC	7281	Saranac St	7	\$ 100.00	\$ 100.00	\$ 1,200.00
95	SDHC	3755	Swift Ave	4	\$ 60.00	\$ 60.00	\$ 720.00
96	Southern SDHC FHA LLC	281	Sycamore Rd	24	\$ 360.00	\$ 360.00	\$ 4,320.00
97	Southern SDHC FHA LLC	391	Sycamore Rd	41	\$ 600.00	\$ 600.00	\$ 7,200.00
98	Southern SDHC FHA LLC	402	Sycamore Rd	24	\$ 360.00	\$ 360.00	\$ 4,320.00
99	SDHC	6511	Tait St	4	\$ 60.00	\$ 60.00	\$ 720.00
100	PUBLIC HOUSING	5385	Trojan Ave	3	\$ 86.00	\$ 86.00	\$ 1,032.00
101	PUBLIC HOUSING	4095	Valetta St	4	\$ 119.00	\$ 119.00	\$ 1,428.00
102	SDHC	3630	Van Dyke Ave	4	\$ 60.00	\$ 60.00	\$ 720.00
103	PUBLIC HOUSING	2098	Via Las Cumbres	84	\$ 1,200.00	\$ 1,200.00	\$ 14,400.00
104	SDHC	2052	Via Las Cumbres	36	\$ 1,000.00	\$ 1,000.00	\$ 12,000.00
105	Central SDHC FNMA LLC	4043	Wilson Ave	5	\$ 75.00	\$ 75.00	\$ 900.00
Total					\$ 28,900.00	\$ 28,900.00	\$ 346,800.00

Additional Services	Hourly Rate
Irrigation Repair	\$ 65.00
Mulch Installation	\$ 65.00
Mowing	\$ 55.00

NOTE: ALL COSTS above will be fully burdened rates - inclusive of federal and/or state prevailing wage, taxes, profit, labor, equipment and overhead.

Attachment E
Prevailing Wage Attachment

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 2023-1**. 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 with 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 CA20230001, Modification # 2, 06/09/2023.**

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.

1. Minimum Wages

i. All maintenance laborers and mechanics employed under this Agreement in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. 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 classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by 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 which is not listed in the wage determination and which is to be employed under the Agreement shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate 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 bears a reasonable relationship to the wage rates contained in the wage determination.

B. The wage rate determined pursuant to this paragraph shall be paid to all workers performing work in the classification under this Agreement from the first day on which work is performed in the classification.

2. **Withholding of Funds**

i. The Commission, upon its own action or upon request of HUD, shall withhold or cause to be withheld from Contractor under this Agreement or any other contract with Contractor that is subject to HUD-determined wage rates so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Agreement all or part of the wages required under this Agreement, the Commission or HUD may, after written notice to Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Commission or HUD may, after written notice to Contractor, disburse such amounts withheld for and on account of Contractor or subcontractor to the respective employees to whom they are due.

3. **Records**

i. Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:

- A. Name, address and Social Security Number;
- B. Correct work classification or classifications;
- C. Hourly rate or rates of monetary wages paid;
- D. Rate or rates of any fringe benefits provided;
- E. Number of daily and weekly hours worked;
- F. Gross wages earned;
- G. Any deductions made; and
- H. Actual wages paid.

ii. Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized

representatives of HUD or the Commission and shall permit such representatives to interview employees during working hours on the job. If Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

4. **Apprentices and Trainees**

i. Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:

A. A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/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 OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice;

B. A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or

C. A training/trainee program that has received prior approval by HUD.

ii. Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.

iii. The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.

iv. Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the

classification of work actually performed.

v. In the event OATELS, state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes Concerning Labor Standards

i. Disputes arising out of the federal labor standards provisions of this Prevailing Wage Attachment, other than those in Section 6, shall be subject to the following procedures. Disputes within the meaning of this Section include disputes between Contractor (or any of its subcontractors) and the Commission, or HUD, or the employee or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this Section may be initiated upon HUD's own motion, upon refer of the Commission, or upon request of Contractor or subcontractor(s).

A. Contractor and/or a subcontractor or other interested party desiring reconsideration of findings of violation by the Commission or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the Commission or HUD. The request shall set forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate Commission or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD).

B. The Commission or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations.

C. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office

of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

ii. Disputes arising out of the labor standards provisions of Section 6 shall not be subject to Section 5(a) above. 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 Subsection include disputes between Contractor (or any of its subcontractors) and the Commission, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. **Agreement Work Hours and Safety Standards Act**

The provisions of this Section 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

i. **Overtime Requirements.** No Contractor or subcontractor contracting for any part of the Agreement 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 40 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 40 hours in such workweek.

ii. **Violation; Liability for Unpaid Wages; Liquidated Damages.** In the event of any violation of the provisions set forth above in Subsection 6(a), Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), 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 provisions set forth in Subsection (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

iii. **Withholding for Unpaid Wages and Liquidated Damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such Agreement or any federal contract with Contractor, or any other federally-assisted contract subject to the Agreement Work Hours and Safety Standards Act, which is held by 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 provisions set forth in Subsection (b) of this clause.

7. Subcontracts

i. Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Prevailing Wage Attachment and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

8. Non-Federal Prevailing Wage Rates

i. Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Agreement, is inapplicable thereto and shall not be enforced against Contractor or any subcontractor, with respect to employees engaged under the Agreement whenever such non-federal 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.

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 the 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.

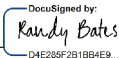
Labor Compliance Requirements

Prior to commencing work under this Agreement, 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:

Naturescape Services, Inc.

By: 
 Name: Randy Bates
 Title: COO
 Email: randy@naturescapeinc.us
 DIR Reg. #: 1000050428

Date: 8/31/2023

Pursuant to federal law, Contractor shall pay wages for each trade or craft in accordance with **HUD Maintenance Wage Rate Determination 07/01/2022 – 06/30/2024**.

Note: HUD maintenance wage rates apply to routine maintenance, including custodial services, and non-routine maintenance contract exceeding \$2,000 for performance at public housing sites. 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.

9. Minimum Wages

- i. All maintenance laborers and mechanics employed under this Agreement in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. 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 classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by 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 which is not listed in the wage

determination and which is to be employed under the Agreement shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate 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 bears a reasonable relationship to the wage rates contained in the wage determination.

B. The wage rate determined pursuant to this paragraph shall be paid to all workers performing work in the classification under this Agreement from the first day on which work is performed in the classification.

10. **Withholding of Funds**

- i. The Commission, upon its own action or upon request of HUD, shall withhold or cause to be withheld from Contractor under this Agreement or any other contract with Contractor that is subject to HUD-determined wage rates so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Agreement all or part of the wages required under this Agreement, the Commission or HUD may, after written notice to Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Commission or HUD may, after written notice to Contractor, disburse such amounts withheld for and on account of Contractor or subcontractor to the respective employees to whom they are due.

11. **Records**

- i. Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
 - A. Name, address and Social Security Number;
 - B. Correct work classification or classifications;
 - C. Hourly rate or rates of monetary wages paid;
 - D. Rate or rates of any fringe benefits provided;
 - E. Number of daily and weekly hours worked;
 - F. Gross wages earned;
 - G. Any deductions made; and

H. Actual wages paid.

- ii. Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the Commission and shall permit such representatives to interview employees during working hours on the job. If Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

12. **Apprentices and Trainees**

- i. Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
 - A. A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/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 OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice;
 - B. A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
 - C. A training/trainee program that has received prior approval by HUD.
- ii. Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- iii. The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the

employer as to the entire work force under the approved program.

- iv. Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- v. In the event OATELS, state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

13. Disputes Concerning Labor Standards

- i. Disputes arising out of the federal labor standards provisions of this Prevailing Wage Attachment, other than those in Section 6, shall be subject to the following procedures. Disputes within the meaning of this Section include disputes between Contractor (or any of its subcontractors) and the Commission, or HUD, or the employee or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this Section may be initiated upon HUD's own motion, upon refer of the Commission, or upon request of Contractor or subcontractor(s).
 - A. Contractor and/or a subcontractor or other interested party desiring reconsideration of findings of violation by the Commission or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the Commission or HUD. The request shall set forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate Commission or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD).
 - B. The Commission or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of

Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations.

- C. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.
- ii. Disputes arising out of the labor standards provisions of Section 6 shall not be subject to Section 5(a) above. 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 Subsection include disputes between Contractor (or any of its subcontractors) and the Commission, HUD, the U.S. Department of Labor, or the employees or their representatives.

14. **Contract Work Hours and Safety Standards Act**

The provisions of this Section 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- i. **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 40 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 40 hours in such workweek.
- ii. **Violation; Liability for Unpaid Wages; Liquidated Damages.** In the event of any violation of the provisions set forth above in Subsection 6(a), Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), 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 provisions set forth in Subsection (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

- iii. **Withholding for Unpaid Wages and Liquidated Damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such Contract or any federal contract with Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by 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 provisions set forth in Subsection (b) of this clause.

15. **Subcontracts**

- i. Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Prevailing Wage Attachment and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

16. **Non-Federal Prevailing Wage Rates**

- i. Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Agreement, is inapplicable thereto and shall not be enforced against Contractor or any subcontractor, with respect to employees engaged under the Agreement whenever such non-federal 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.

Payroll Reporting Requirements

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

- 4. Upon request, complete and accurate certified payroll reports shall be submitted to the Commission using the 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.
- 5. Proof of actual payment of wages to all employees.
- 6. Proof of actual payment of fringe benefits to all employees.

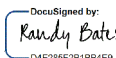
Labor Compliance Requirements

Prior to commencing work under this Agreement, Contractor and each of its subcontractors shall submit the following forms to the Commission: Authorized Signatory, Fringe Benefit Statement, List of Trades and/or Crafts, and Project Contact Sheet. **These forms and the HUD Maintenance Wage Rate Determination (form HUD 52158) 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:

Naturescape Services, Inc.

By: 
Name: Randy Bates
Title: COO
Email: randy@naturescapeinc.us

Date: 8/31/2023

Attachment F
COVID-19 Protocols and Acknowledgment

Notice and Acknowledgment Regarding Operations During COVID-19 Pandemic

The Commission Parties hereby notify Contractor that it is their policy to take all reasonably necessary and legally mandated precautions to safeguard the health, safety, and welfare of all persons that enter onto property owned or operated by the Commission Parties or any of their affiliates (“Commission Properties”).

In pursuit of that policy, Contractor and all of its subcontractors shall take all reasonably necessary and legally mandated precautions to comply with mandatory guidance and regulations promulgated by local, state, and federal public health authorities in the performance of work under this Agreement. This includes, but is not limited to, practicing recommended social distancing and wearing approved facial coverings. Contractor and its subcontractors shall require all persons performing work on Commission Properties to wear an approved facial covering at all times while indoors and, when outdoors, any time recommended social distance cannot be maintained. In addition, the Commission Parties strongly recommend Contractor and its subcontractors follow all other public health guidance related to the COVID-19 pandemic that is issued by local, state, and federal public health authorities, including, but not limited to, the California Department of Public Health, the U.S. Centers for Disease Control, the Division of Occupational Safety and Health of the California Department of Industrial Relations, and the federal Occupational Safety and Health Administration.

Nothing in this COVID-19 Protocols and Acknowledgment shall be construed to modify, amend, or otherwise alter the terms and conditions of the Agreement, including the terms and conditions regarding indemnity or liability due to performance of work as set forth in the Agreement.

Contractor hereby acknowledges receipt of this COVID-19 Protocols and Acknowledgment, and, by execution below, represents that it understands and will comply herewith.

Contractor:

Naturescape Services, Inc.

By: 
Name: Randy Bates
Title: COO

Date: 8/31/2023