



EXECUTIVE SUMMARY

HOUSING COMMISSION EXECUTIVE SUMMARY SHEET

MEETING DATE: September 20, 2022

HCR22-109

SUBJECT: Amendment to Contract for Plumbing Services with Countywide Mechanical Systems, Inc.

COUNCIL DISTRICT(S): Citywide

ORIGINATING DEPARTMENT: Real Estate Division

CONTACT/PHONE NUMBER: Jennifer McKinney (619) 578-7162

REQUESTED ACTION:

Authorize an amendment to the San Diego Housing Commission's agreement with Countywide Mechanical Systems, Inc. for on-call plumbing services to increase the total compensation based on plumbing needs at Commission-owned and managed properties.

EXECUTIVE SUMMARY OF KEY FACTORS:

- The Housing Commission has a continuing need for plumbing maintenance and repair services at its affordable rental housing sites. These plumbing services include ongoing routine, preventive, and emergency maintenance on a 24-hour basis to be billed as needed.
- Due to the outbreak of COVID-19 evolving into a global pandemic, the maintenance staff protocols were adjusted to align with best practices set forth by local, state, and federal authorities, as well as the Centers for Disease control. During this period of time staff relied heavily on contractors to perform critical services within occupied units. Third-party plumbing costs escalated due to the aforementioned operational adjustments, as well as an increase based on the needs of the properties.
- The original contract with Countywide Mechanical Systems, Inc. in the amount of \$250,000 commenced on September 15, 2021 and expired September 14, 2022. The contract was procured through a competitive bidding process held in accordance with the Housing Commission's statement of Procurement Policy.
- The contract reached capacity due to typical and extraordinary plumbing needs, such as leaks, clogged drains, and fixture replacement. In addition, two major slab leaks totaling more than \$31,000 were billed to this contract. All other on-call plumbing contracts had been full expended at the time that repairs were needed. A year-end reconciliation reflects that additional services were needed, and staff is seeking permission to expand the contract to pay the pending invoices.
- Staff is requesting an additional \$55,000 in contract capacity, bringing the maximum compensation to be paid under the contract to \$305,000. The contract has not been exceeded at this time.
- The funding sources and uses approved by this proposed action are included in the Fiscal Year (FY) 2023 Housing Commission Budget.



REPORT

DATE ISSUED: September 14, 2022

REPORT NO: HCR22-109

ATTENTION: Chair and Members of the San Diego Housing Commission
For the Agenda of September 20, 2022

SUBJECT: Amendment to Contract for Plumbing Services with Countywide Mechanical Systems, Inc.

COUNCIL DISTRICT: Citywide

REQUESTED ACTION

Authorize an amendment to the San Diego Housing Commission's agreement with Countywide Mechanical Systems, Inc. for on-call plumbing services to increase the total compensation based on plumbing needs at Commission-owned and managed properties.

STAFF RECOMMENDATION

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

- 1) Authorize an amendment to the Housing Commission's agreement with Countywide Mechanical Systems, Inc. for on-call plumbing services by increasing the maximum compensation in the amount of \$55,000 for a total maximum compensation amount of \$305,000 for the term of the one-year agreement that expired September 14, 2022. The prior maximum compensation amount has not been exceeded at this time, but some invoices are pending payment.
- 2) Authorize the President & Chief Executive Officer (President & CEO), or designee, to substitute the identified contract funding sources with other available funding sources so as long as the total activity budget amount after substitution does not exceed the total approved budget, should the operational need arise or should actions be to the benefit of the Housing Commission and its mission.
- 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 to take such actions as are necessary and/or appropriate to implement these approvals.

SUMMARY

The Housing Commission has a continuing need for plumbing maintenance and repair services at its affordable rental housing sites. These plumbing services include ongoing routine, preventive, and emergency maintenance on a 24-hour basis to be billed as needed. To maintain maximum efficiency in providing these services, both in-house staff and skilled maintenance service providers are typically utilized.

Due to the outbreak of COVID-19 evolving into a global pandemic, the maintenance staff protocols were adjusted to align with best practices set forth by local, state, and federal authorities, as well as the Centers

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Amendment of Contract – Countywide Mechanical Systems, Inc.

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for Disease control. This operational adjustment resulted in maintenance technicians performing work on building exteriors and systems and in vacant units only. Therefore, Maintenance Technicians for a period of time were not entering occupied units and performing routine plumbing maintenance and repair. During this period of time staff relied heavily on contractors to perform critical services within occupied units. Third party plumbing costs escalated due to the aforementioned operational adjustments, as well as an increase based on the needs of the properties.

The original contract with Countywide Mechanical Systems, Inc. in the amount of \$250,000 commenced on September 15, 2021 and expired September 14, 2022. The contract was procured through a competitive bidding process held in accordance with the Housing Commission's statement of Procurement Policy. The contract reached capacity due to typical and extraordinary plumbing needs, such as leaks, clogged drains, and fixture replacement. In and two major slab leaks totaling more than \$31,000 which were billed to this contract.

All other on call plumbing contracts had been full expended at the time that repairs were needed. As such, the Countywide contract was the only available plumbing contract to obtain needed services.

Staff is requesting an additional \$55,000 in contract capacity, bringing the maximum compensation to be paid under the contract to \$305,000. The contract has not been exceeded at this time. However, a year-end reconciliation reflects that additional services were needed, and staff is seeking permission to expand the contract to pay the pending invoices.

FISCAL CONSIDERATIONS

The funding sources and uses approved by this proposed action are included in the Fiscal Year (FY) 2023 Housing Commission Budget.

Funding sources approved by this action will be as follows

Rental Income (Local) - \$55,000

Funding uses approved by this action

Property Expenses - \$55,000

EQUAL OPPORTUNITY CONTRACTING AND EQUITY ASSURANCE

The Equal Opportunity Workforce Reports have been submitted for review and approval by the Housing Commission in advance of the execution of any contracts concerning this matter. The Housing Commission included a requirement in the original solicitation for prospective firms to include a description of their experience and commitment to equity. Countywide Mechanical Systems, Inc. is committed to equity and inclusion as both an employer and a service provider.

HOUSING COMMISSION STRATEGIC PLAN

This item relates to Strategic Priority Area No. 2 in the Housing Commission Housing Commission Strategic Plan for Fiscal Year (FY) 2022-2024: Helping Families Increase Opportunities for Self-Sufficiency and Quality of Life.

ENVIRONMENTAL REVIEW

The amendment to this contract is not a project as defined by the California Environmental Quality Act Section 2106 and State CEQA Guidelines Section 15378(b)(5), as it is an administrative activity of

September 14, 2022

Amendment of Contract – Countywide Mechanical Systems, Inc.

Page 2

government that will not result in direct or indirect physical changes in the environment. This contract amendment is also categorically exempt from CEQA pursuant to State CEQA Guidelines Section(s) Chapter 19 Section 15301 Existing Facilities: Class 1 consists of operation, repair, maintenance, permitting, leasing, licensing, 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. Processing under the National Environmental Policy Act is not required as no federal funds are involved in this action.

Respectfully submitted,



Jennifer McKinney
Vice President, Property Management & Maintenance
Real Estate Division

Approved by,



Jeff Davis
Interim President & CEO
San Diego Housing Commission

Docket materials are available in the “Governance & Legislative Affairs section of the San Diego Housing Commission website at www.sdhc.org.

SAN DIEGO HOUSING COMMISSION
AGREEMENT FOR ON-CALL PLUMBING SERVICES

WITH

COUNTYWIDE MECHANICAL SYSTEMS, INC.

(SERVICES, MATERIALS, SUPPLIES OR CONSULTING UNDER \$250,000)

Contract No. PM-22-05

THIS AGREEMENT, entered into this 28th day of September, 2021, between Countywide Mechanical Systems, Inc. (“Contractor”), the San Diego Housing Commission (“Commission”) on its own behalf and on behalf of each limited liability company marked below, as the sole manager of such limited liability company and as the managing agent of such limited liability company for each of the residential properties owned by the entity, and each of the following:

- 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 above-selected entities shall be collectively referred to herein as the “SDHC Limited Liability Companies”.

Commission:	San Diego Housing Commission 1122 Broadway, Suite 300 San Diego, California 92101 (619) 231-9400
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Contractor:	Countywide Mechanical Systems, Inc. 1400 N. Johnson Ave., Suite 114 El Cajon, California 92020 (619) 383-6022
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101. Description of Work. Contractor shall provide the following services, supplies and/or materials to the Commission and the SDHC Limited Liability Companies: On-Call Plumbing Services. Contractor shall provide to the Commission, and the SDHC Limited Liability Companies as generally described in the Specifications/Scopes of Work attached hereto.

Additional Specifications/Scopes of Work, if any, are contained in Attachments 101A through 101I.

102. Time of Performance. All services required pursuant to this Agreement shall commence

effective September 15, 2021, and continue through September 14, 2022.

(a) Provided, that the Contractor is not in default under the terms of this Agreement, the Chief Executive Officer of the Commission for itself and/or on behalf of the SDHC Limited Liability Companies, may extend the terms of the Agreement for a period, not to exceed ninety days, on the same payment schedule, terms and conditions, in effect on the date that the Agreement would otherwise have terminated, including the option period, if any. The option to extend the Agreement may not be exercised by the Contractor.

(b) The Agreement may not be extended for an aggregate period of more than ninety (90) days, but may be exercised in multiple "Notices of Extension", of not less than seven (7) days in duration, for each such notice. The Agreement may be extended by the Commission or any of the SDHC Limited Liability Companies by delivery of a Notice of Extension in writing to the Contractor and that the stated terms and conditions of the Agreement shall be adhered to by the parties during the term of the extension.

(c) Nothing contained herein, however, shall require the Commission or any of the SDHC Limited Liability Companies to exercise any option to extend the Agreement. During the extension of the Agreement, the Contractor shall provide the Commission and the SDHC Limited Liability Companies with additional certificates of insurance, if necessary, covering the term(s) of the extension.

(d) A Notice of Extension may be served by the Commission for itself and/or on behalf of the SDHC Limited Liability Companies upon the Contractor not earlier than sixty (60) days before the original termination date of the Agreement and not later than eighty-three (83) days after the original termination date of the Agreement. Nothing contained herein shall be construed as granting the Contractor a right to compel the Chief Executive Officer of the Commission, for itself or on behalf of the SDHC Limited Liability Companies, to exercise the option to extend the Agreement.

(e) The Commission, the SDHC Limited Liability Companies and the Housing Authority hereby delegate the authority to the Chief Executive Officer of the Commission to pay compensation to Contractor, during the option period, on a pro rata basis, for any extension period, based upon the contract rate in effect on the date of the exercise of the extension.

(f) All contracts which are approved by the Commission and/or Housing Authority and include options for renewal may be renewed by the Chief Executive Officer or his/her designee at the previously stated terms for renewal. The Chief Executive Officer's authority to execute the option for renewal includes authorization to execute the required documents, identify appropriate funding source and authorize payment of funds for the continuation of services identified in the Scope of Services.

Option(s) to extend, if any, is/are contained in Attachment 102.

103. Compensation. The total compensation for all services performed and/or materials and goods supplied pursuant to this Agreement shall not exceed the sum of Two Hundred Fifty

Thousand and No/100 Dollars (\$250,000.00). Contractor acknowledges that the Commission and the SDHC Limited Liability Companies are under no obligation to compensate Contractor for services rendered and goods and materials supplied or expenses accrued under this Agreement in excess of the maximum compensation specified above. Payment shall be made after submission of invoices and within thirty days of submission, if approved by the Commission.

Additional compensation terms, if any, are contained in Attachment 103.

104. Equal Opportunity Program Compliance. Contractor and each subcontractor, if any, shall fully comply with and shall submit a Work Force Report of San Diego County and Certificate of Compliance with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, and any other applicable Federal and State law regulations hereinafter enacted.

105. Contract Requirements. Contractor agrees to comply with the applicable State and Federal requirements, covenants and conditions (hereinafter “requirements”) listed on pages 6 through 10 of this Agreement, full copies of which are available in the offices of the Commission. If the source of funding for this Agreement is, in whole or in part, from Federal funds, as referenced below, then all of the requirements referenced on pages 6 through 10 shall be applicable. If Federal funds are not used, then the Federal requirements referenced on pages 6 through 10 shall not be applicable, but the remaining requirements shall apply in the execution and performance of this Agreement. The source(s) of funds for this Agreement is/are Federal Non-Federal.

106. Insurance Requirements. Contractor shall obtain a single limit general liability insurance and automobile liability insurance in the minimum amount checked and initialed below. If nothing is checked or indicated below, the limit shall be One Million Dollars (\$1,000,000.00).

		Initials			Initials
<input checked="" type="checkbox"/>	General Liability \$1,000,000.00	_____ ^{DS} JL _____	<input checked="" type="checkbox"/>	Workers Compensation \$1,000,000.00	_____ ^{DS} JL _____
<input checked="" type="checkbox"/>	Automobile Liability \$500,000.00	_____ ^{DS} JL _____	<input type="checkbox"/>	Other: \$	_____

This coverage is in addition to workers compensation insurance and other insurance coverages required by law. The Commission, the SDHC Limited Liability Companies, the Authority, and the City of San Diego (“City”), shall be named as certificate holders on all insurance policies and shall be named as additional insured on all general liability and automobile policies. The policies shall provide that coverage on all policies may not be canceled, amended, terminated or otherwise modified without thirty days advance written notice to the Commission, the SDHC Limited Liability Companies, the Authority and the City. Coverage shall remain in full force and effect during the entire term of the policy and for such term thereafter as the Commission shall determine.

If the box shown below, marked “Errors and Omissions” is checked and initialed, then

professional errors and omissions liability coverage is also required in the amount stated below:

	Errors and Omissions	Initials
<input type="checkbox"/>	\$1,000,000.00	_____


107. Facsimile Approval By General Counsel. Approval of the form of this Agreement and the attachments, if any, may be in the form of a facsimile approval by General Counsel for the Commission. The approval may be executed in counterpart and attached to the original Agreement.

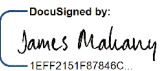
Signature Page to Agreement for On-Call Plumbing Services with Countywide Mechanical Systems, Inc. (Contract No. PM-22-05):


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


Commission:
San Diego Housing Commission,
a public agency


Contractor:
Countywide Mechanical Systems, Inc.
CSLB# 967998

By:  _____
Suket Dayal
Executive Vice President, Business
Administration
Designee
Date: 9/28/2021

By:  _____
James Mahany
Vice President, Service Operations
Date: 9/27/2021

By:  _____
Emily Jacobs
Executive Vice President, Real Estate
Date: 9/28/2021

By:  _____
Emmanuel Arellano
Vice President, Asset Management
Date: 9/27/2021

By:  _____
Jennifer McKinney
Vice President, Property Management &
Maintenance
Date: 9/27/2021

By: DocuSigned by: Debra Fische-Faulk
Debra Fische-Faulk
Sr. Vice President, Compliance &
Equity Assurance
Date: 9/27/2021

Approved as to form:
Christensen & Spath LLP

By: DocuSigned by: Charles B. Christensen DS ECN 9/27/2021
Charles B. Christensen, General Counsel
San Diego Housing Commission

Belden SDHC FNMA LLC,
a California limited liability company
By: San Diego Housing Commission,
a public agency
Its: Sole Member

By: DocuSigned by: Jeff Davis
Jeff Davis
Deputy Chief Executive Officer
Designee
Date: 9/28/2021

Northern SDHC FNMA LLC,
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By: San Diego Housing Commission,
a public agency
Its: Sole Member

By: DocuSigned by: Jeff Davis
Jeff Davis
Deputy Chief Executive Officer
Designee
Date: 9/28/2021

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By: DocuSigned by:
Jeff Davis
EE0040404B64474...

Jeff Davis
Deputy Chief Executive Officer
Designee
Date: 9/28/2021

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a California limited liability company
By: San Diego Housing Commission,
a public agency
Its: Sole Member

By: DocuSigned by:
Jeff Davis
EE0040404B64474...

Jeff Davis
Deputy Chief Executive Officer
Designee
Date: 9/28/2021

General Provisions

1. **Preference for Domestic Materials.** 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, manufactured substantially from materials produced in the United States shall be used in the performance of the Agreement. Any person who fails to comply with such provision shall not be awarded any contract to which this article applies for a period of three years from the date of the violation. (Gov. C. 4304).
2. **Preparation of Written Reports or Documents.** Provided that the total cost for work performed by Contractor exceeds five thousand dollars (\$5,000) and requires preparation of any document or written report prepared for or under the direction of the Commission, which is prepared in whole or in part by Contractor or its agents, the document or written report shall contain 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 contained in a separate section of such document or written report. (Gov. C. 7550).
3. **Equal Opportunity.** During the performance of this Agreement, Contractor shall comply with all applicable local, State and Federal Equal Opportunity Programs, as well as any other applicable local, state and federal laws. Contractor shall not discriminate against any person, employee or applicant for employment, or otherwise, because of race, color, religion, ancestry, gender, disability, national origin, or any other basis prohibited by law. Contractor shall ensure that applicants for employment and employees are treated equally without regard to their race, color, religion, ancestry, gender, disability, national origin, or any other illegal classification. (Gov. C. 12990).
4. **Notice of Regulations and Requirements Pertaining to Reporting.** Contractor's performance under this Agreement is subject to State and Federal regulations. Contractor hereby agrees to comply with all applicable requirements pertaining to reports or documentation required under the terms of this Agreement, if any.
5. **Contract Work Hours and Safety Standards Act.** In the event Contractor's performance of this Agreement entails the use of laborers or mechanics, and the Agreement is for more than the sum of \$2,500, and uses Federal funds, then Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-339) as supplemented by Department of Labor regulations (29 CFR Part 5).
6. **Patents and Copyrights.** The Commission hereby reserves 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/or copyrights in any work developed under this Agreement.
7. **Access to and Retention of Records.** Contractor hereby grants access to the United States Department of Housing and Urban Development (HUD), the Comptroller General of the United States, the Commission, the Authority, the City, and the SDHC Limited Liability Companies, or their duly authorized representatives, to any books, documents, papers and records of the Contractor which are directly pertinent to this specific Agreement for the purposes of audits, examinations, excerpts and transcriptions. Contractor agrees to retain any such records and documents for three years from the date of final payment under this Agreement.
8. **Energy Conservation.** Provided this Agreement uses Federal funds, Contractor hereby certifies compliance with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (Pub. L. 94-163, 89 Stat. 871)
9. **Termination.** This Agreement may be terminated by the Commission and/or any of the SDHC Limited Liability Companies on thirty days written notice to the Contractor, the effective date of cancellation being the thirtieth day of said written notice with no further action required by either party. If this Agreement is terminated, the terminating party shall be liable only for payment under the payment provisions of this Agreement for services, work and/or supplies, rendered and/or supplied before the effective date of termination. This Agreement may be terminated without notice, by the terminating party, upon the cessation of funding of the state, local or federal program, which funds this Agreement.

10. Status of Contractor. This Agreement calls for the performance of the services, work and/or supplying goods and/or materials by the Contractor as an independent contractor. Contractor will not be considered an employee of the Commission, or any of the SDHC Limited Liability Companies for any purpose.

11. Conflict of Interest. For the duration of this Agreement, the Contractor will not act as a consultant or perform services of any kind for any person or entity which would conflict with the services to be provided herein, or place the Contractor in positions adverse, hostile or incompatible with the interests of the Commission, the Authority, or the City.

12. Contractor's Liability. Contractor agrees to and shall indemnify, hold harmless, and defend, with counsel of the Indemnitee's choosing, at Indemnitor's sole cost and expense, the Commission, the SDHC Limited Liability Companies, the Housing Authority, the City of San Diego, and all commissioners, officers, employees, members, council members and agents of each public agency (hereinafter collectively referred to as the "Indemnitees" or individually as an "Indemnitee") from and against any and all 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 (Contractor's employees included) and damage to real or personal property, or any other losses, damages or expenses, arising directly or indirectly out of the acts, failure to act or negligence of the Contractor, all obligations of this Agreement, or out of the operations conducted by Contractor including those in part due to the negligence of any of the Indemnitees save and except for liabilities, claims, judgments or demands arising through the sole negligence or sole willful misconduct of such Indemnitee.

13. Subcontracting/Assignability. No services or work covered by this Agreement may be subcontracted, nor may any interest in this Agreement be assigned or transferred (whether by assignment or novation) without the prior written approval of the Commission and the interested SDHC Limited Liability Companies. Commission may assign this Agreement or any portion of this Agreement to any entity that is wholly-owned by the Commission by giving written notice of such assignment to Contractor and provided that such assignment shall not change the terms of this Agreement.

14. Insurance. Contractor shall maintain all insurance required by State and Federal law, including, but not limited to, Worker's Compensation, public liability and property damage insurance, and automobile liability insurance as referenced in Section 105, hereof. The Commission, the Authority, the City, and each of the SDHC Limited Liability Companies shall be named as certificate holders on all insurance policies and shall be named as additional insured on all general liability and automobile policies. The policies shall provide that coverage on all policies may not be canceled, amended, terminated or otherwise modified without thirty days advance written notice to the Authority, the Commission, the City, and each of the SDHC Limited Liability Companies. Coverage shall remain in full force and effect during the entire term of the policy and for such term thereafter as the Commission shall determine. For any claims arising out of or in connection with Contractor's performance under this Agreement, the insurance required to be purchased and maintained by the Contractor shall be primary and non-contributory to any insurance carried by the Commission, the Authority, the City, and each of the SDHC Limited Liability Companies. All insurance required to be purchased and maintained by the Contractor shall be endorsed with a waiver of subrogation. Contractor's insurers, in their endorsements, agree to waive all rights of subrogation against the Commission, the Authority, the City, each of the SDHC Limited Liability Companies, and their employees and agents for losses paid by Contractor's insurers that arise out of or in connection with Contractor's performance under this Agreement.

15. Agreement Governed by Law of State of California. This Agreement and its performance and all suits and special proceedings under this Agreement shall be construed in accordance with the laws of the State of California and the United States of America.

16. Interest of Member of Congress. No member or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom, but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

17. Interest of Current or Former Members, Officers, Employees. No member, officer or employee of the Commission, no member of the governing body of the locality in which the work is situated, no member of the governing body in which the Commission was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the assignment of work, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this Agreement or the proceeds thereof. Any violation of this section shall result in unilateral and immediate termination of this Agreement by the Commission.

18. Drug-free Workplace. Contractor shall certify to the Commission that it will provide a drug-free workplace and will comply with all State and Federal requirements pertaining to maintenance of a drug-free workplace.

19. Section 3 Agreement Clauses (if Agreement funded with Federal funds and as applicable).

The parties to this Agreement agree to comply and effectuate the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3), implemented at 24 C.F.R. Part 75. The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which Federal assistance is spent. Consistent with existing federal, state and local laws and regulations, Contractor shall ensure that training and employment opportunities generated by HUD financial assistance or arising in connection with housing rehabilitation, housing construction, or other public construction projects are provided to Section 3 Workers, and provided in the order of priority set forth at 24 C.F.R. Part 75.9 and Part 75.19.

20. Assistance to Small and Other Business. Consistent with Presidential Executive Orders 11625, 12138, and 12432, Commission requires Contractor to take positive steps to ensure that small and minority-owned businesses, women's business enterprises, and other individuals and firms located in or owned in substantial part by persons residing in the area of the Commission and/or labor surplus areas are used whenever possible, if the subcontracting of services or work covered by this Agreement is anticipated and approved by Commission. Such efforts shall include, but shall not be limited to: (i) including such firms, when qualified, on solicitation mailing lists; (ii) encouraging their participation through direct solicitation of proposals whenever they are a potential source; (iii) dividing total subcontract requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms; (iv) establishing delivery schedules, where the requirement permits, which encourages participation by such firms; and (v) using the services and assistance of the Small Business Commerce.

(a) A small business is defined as a business that is independently owned, not dominant in its field of operation and not an affiliate or subsidiary of a business dominant in its field of operation.

(b) A minority-owned business is defined as a business which is at least 51% owned by one or more minority groups; or in the case of a publicly owned business, one in which at least 51% of its voting stock is owned by one or more minority group members, and whose management and daily business operation are controlled by one or more such individuals. Minority group members include, but are not limited to, Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, Asian Indian Americans, and Hasidic Jewish Americans.

(c) A women's business enterprise is defined as a business that is at least 51% owned by a woman or women who are U.S. citizens and who control and operate the business.

(d) A labor surplus area business is defined as a business which, together with its immediate subcontractors, will incur more than 50% of the cost of performing the contract in an area of concentrated unemployment or underemployment, as defined by the U.S. Department of Labor in 20 CFR Part 654, Subpart A, and in the list of labor surplus areas published by the Employment and Training Administration.

21. Lobbying Provisions. Contractor hereby certifies to the Commission, under penalty of perjury, under the terms of applicable federal law, that at all applicable times before, during and after the term of the Agreement, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person

for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative contract;

(b) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Agreement, grant, loan or cooperative contract, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;

(c) Contractor will require that the above stated language be included in the award documents for all subawards at all tiers, including subcontracts, subgrants, loans, contracts, and cooperative contracts concerning the subject matter of this Agreement; and

(d) Further, Contractor and all subrecipients, at all times, shall certify compliance with the provisions of 31 USC 1352 and any and all terms and conditions of the Byrd Anti-Lobbying Amendment, as amended from time to time.

22. Entire Agreement. This Agreement represents the sole and entire Agreement between the Commission, the SDHC Limited Liability Companies and Contractor and supersedes all prior negotiations, representations, agreements, arrangements or understandings, either oral or written, between or among the parties hereto, relating to the subject matter of this Agreement, which are not fully 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.

23. Attorneys' Fees and Costs. The prevailing party in litigation for the breach and/or interpretation and/or enforcement of the terms of this Agreement shall be entitled to their expert witness fees, if any, as part of their costs of suit, and reasonable attorneys' fees as may be awarded by the court, pursuant to California Code of Civil Procedure ("C.C.P.") Sections 1717, 1032, 1033 and 1033.5 and any other applicable provisions of California law, including, without limitation, the provisions of C.C.P. Section 998.

24. Disputes. Provided that any source of funds for this Agreement is obtained from Federal sources, then this Agreement shall be subject to the Contract Disputes Act of 1978, as amended, (41 USC 601-613), and except as expressly otherwise provided in the Act, all disputes arising under or relating to this Agreement shall be resolved under the terms of this clause by litigation in State Court. If this Agreement is solely funded from Non-Federal funds, then all disputes shall be resolved by litigation in San Diego County Superior Court, Downtown Branch, after first attempting resolution of the dispute through non-binding mediation.

25. Labor Provisions. It is the responsibility of the Contractor and the Contractor shall be fully aware of and shall comply with each and every requirement of State, Federal and Local law concerning the provision of labor concerning this Agreement, including but not limited to, the payment of applicable wage rates, if any.

If checked, additional state prevailing wage terms are contained in Attachment 106.

If checked, additional federal prevailing wage terms are contained in Attachment 106.

26. Notices. Notices to the parties shall, unless otherwise requested in writing, be sent to the Commission and the Contractor at the addresses stated on page 1. Notices to any or all of the SDHC Limited Liability Companies may be made in writing to the Commission.

27. Severability. The performance to be rendered under this Agreement is divided into Seven (7) parts, generally divided based on the party to whom goods or services are to be provided: (1) Commission; (2) Northern SDHC FNMA LLC; (3) Northern SDHC FHA LLC; (4) Southern SDHC FHA LLC; (5) Central SDHC FNMA LLC; (6) Central SDHC FHA LLC; (7) Belden SDHC FNMA LLC. The breach of this

Agreement by Contractor as to the Commission or any one of the SDHC Limited Liability Companies shall not affect the right of the remaining parties to receive goods and/or services pursuant to this Agreement. Furthermore, this Agreement may be severed by Commission and/or one or more of the SDHC Limited Liability Companies, with respect to goods or services provided to the severing party.

28. Non-Disclosure. The designs, plans, reports, investigations, materials, and documents prepared or acquired by the Contractor pursuant to this Agreement (including any duplicate copies kept by the Contractor) shall not be shown or disclosed to any other public or private person or entity directly or indirectly, except as authorized by the Commission. The Contractor shall not disclose to any other public or private person or entity directly or indirectly, any information regarding the activities of the Commission and/or the SDHC Limited Liability Companies during the term of this Agreement or at any time thereafter except as authorized by the Commission.

29. Correction of Work. The performance of services by the Contractor shall not relieve the Contractor from any obligation to correct any incomplete, inaccurate or defective work at no further cost to the Commission and/or the SDHC Limited Liability Companies, when such inaccuracies are due to the negligence of the Contractor, provided such work has not been accepted in writing by an authorized representative of the Commission.

30. Audit Requirements. Where this Agreement is funded by federal funding, 24 CFR 84.26 requires that nonprofit institutions and institutions of higher education shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996, and revised OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." All entities other than non-profit institutions shall be subject to the audit requirements of HUD or the prime recipient as incorporated into the award document.

Where this Agreement is funded by non-federal funds, Contractor shall be subject to audit requirements as set forth in the award document, if it exists. Otherwise Contractor shall adhere to those requirements as set forth in the Single Audit Act Amendments of 1996 and revised OMB Circular A-133.

31. 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 the Contractor's record of meeting the various terms of the Agreement. Commission shall proactively monitor and manage the performance of the Contractor during the term of the Agreement, and shall create an objective record of performance that can and may be utilized when evaluating the Contractor as a responsible bidder for future bid and proposal submissions, contract extension or renewal consideration, or termination of the contract due to unsatisfactory performance. Contractor Evaluation program and appeal procedures are located on the Commission website at www.sdhc.org and are included by reference as a provision of this Agreement.

ATTACHMENT 101A**ADDITIONAL SPECIFICATIONS/SCOPE OF WORK
(Public Housing)**

Section 101. Description of Work (Continued from Page 1):

This continuation of the description of work is expressly incorporated into the Agreement and is a continuation of the provisions set forth in Page 1 of this Agreement.

Contractor shall, upon the request of the Commission, provide on-call plumbing services at any public housing property owned and/or managed by the Commission, located in the City of San Diego, and identified in this Attachment 101A (the "Property"). All on-call plumbing services shall be provided in compliance with the Specifications/Scope of Services set forth in Attachment 101I, attached to this Agreement. The Commission reserves the right to make additions and/or deletions of properties and/or additions, deletions, revisions and/or otherwise modify these Specifications. All work shall be conducted in a workman-like manner, in accordance with standard trade practices, and in compliance with all applicable codes, regulations, and ordinances, and the following specifications. *Federal prevailing wages* shall apply to all sites under this Attachment 101A.

Public Housing:

Property Group	Street Name	Street Number	Zip Code
PUBLIC HOUSING	Via Las Cumbres (University Canyon)	2055, 2059, 2065, 2089, 2095	92111
PUBLIC HOUSING	S. 33rd St (Vista Verde)	325, 335, 345, 355, 405, 415	92113
PUBLIC HOUSING	Picador Blvd (Otay Villas)	605, 615, 625, 635, 645, 655, 665, 675, 685, 695	92154
PUBLIC HOUSING	44th St	2420	92105
PUBLIC HOUSING	Camulos St	3222, 3224	92110
PUBLIC HOUSING	Mason St	3919	92110
PUBLIC HOUSING	Trojan Ave	5385, 5387, 5389	92115
PUBLIC HOUSING	Valetta St	4095	92110

ATTACHMENT 101B**ADDITIONAL SPECIFICATIONS/SCOPE OF WORK
(Commission-Owned)**

Section 101. Description of Work (Continued from Page 1):

This continuation of the description of work is expressly incorporated into the Agreement and is a continuation of the provisions set forth in Page 1 of this Agreement.

Contractor shall, upon the request of the Commission, provide on-call plumbing services at any property owned and/or managed by the Commission, located in the City of San Diego, and identified in this Attachment 101B (the "Property"). All on-call plumbing services shall be provided in compliance with the Specifications/Scope of Services set forth in Attachment 101I, attached to this Agreement. The Commission reserves the right to make additions and/or deletions of properties and/or additions, deletions, revisions and/or otherwise modify these Specifications. All work shall be conducted in a workman-like manner, in accordance with standard trade practices, and in compliance with all applicable codes, regulations, and ordinances, and the following specifications. *State prevailing wages* shall apply to all sites under this Attachment 101B.

Commission-Owned:

Property Group	Street Name	Street Number	Zip Code
SDHC	34th St	4720, 4722	92116
SDHC	35th St	4756, 4758	92116
SDHC	39th St	3010	92105
SDHC	42nd St	3617, 3619	92105
SDHC	44th St	2716, 2718	92105
SDHC	44th St	2734, 2736	92105
SDHC	47th St	4078	92105
SDHC	48th St	4286, 4288, 4290, 4292	92115
SDHC	A St	3280	92102
SDHC	Altadena Ave	4207, 4209	92115
SDHC	Arizona St	4080	92104
SDHC	Cardinal Road	2766	92110
SDHC	E Jewett Street	2326, 2328, 2330, 2332	92110
SDHC	Fairmount Ave	2477, 2477 1/2, 2479, 2481	92105
SDHC	Hawthorn St	3081, 3083	92104
SDHC	Naples St	4890	92110
SDHC	Oakcrest Dr	4050, 4052, 4054, 4056	92105
SDHC	Rachael Ave	2325	92139
SDHC	Streamview Dr	5955	92105

SDHC	Swift Ave	3755, 3757	92104
SDHC	Tait St	6511, 6513, 6515, 6517	92111
SDHC	Van Dyke Ave	3630, 3632	92105
SDHC	5th Ave (Hotel Sandford)	1301	92101
SDHC	El Cajon Blvd (Courtyard)	4395 (includes 4262, 4264, 4266, 4268 44th St)	92105
SDHC	Orange Ave (Parkcrest)	5330	92115
SDHC	Maya Linda Rd (Maya Linda)	10101, 10131, 10141, 10151, 10191	92126
SDHC	Via Las Cumbres (University Canyon)	2052, 2056, 2060, 2064, 2068, 2072, 2074, 2075, 2078, 2079, 2082, 2085, 2086, 2090	92111
SDHC	Cuvier St (La Jolla Marine)	7410, 7412	92037

ATTACHMENT 101C**ADDITIONAL SPECIFICATIONS/ SCOPE OF WORK
(Belden SDHC FNMA LLC)**

Section 101. Description of Work (Continued from Page 1):

This continuation of the description of work is expressly incorporated into the Agreement and is a continuation of the provisions set forth in Page 1 of this Agreement.

Contractor shall, upon the request of the Commission, provide on-call plumbing services at any property owned and/or managed by Belden SDHC FNMA LLC, located in the City of San Diego, and identified in this Attachment 101C (the "Property"). All on-call plumbing services shall be provided in compliance with the Specifications/Scope of Services set forth in Attachment 101I, attached to this Agreement. The Commission reserves the right to make additions and/or deletions of properties and/or additions, deletions, revisions and/or otherwise modify these Specifications. All work shall be conducted in a workman-like manner, in accordance with standard trade practices, and in compliance with all applicable codes, regulations, and ordinances, and the following specifications. *State prevailing wages* shall apply to all sites under this Attachment 101C.

Belden SDHC FNMA LLC:

Property Group	Street Name	Street Number	Zip Code
Belden SDHC FNMA LLC	Belden St (Belden Village)	7705, 7713, 7729, 7737, 7745, 7753, 7761, 7777, 7785, 7795	92111

ATTACHMENT 101D**ADDITIONAL SPECIFICATIONS/ SCOPE OF WORK
(Central SDHC FHA LLC)**

Section 101. Description of Work (Continued from Page 1):

This continuation of the description of work is expressly incorporated into the Agreement and is a continuation of the provisions set forth in Page 1 of this Agreement.

Contractor shall, upon the request of the Commission, provide on-call plumbing services at any property owned and/or managed by Central SDHC FHA LLC, located in the City of San Diego, and identified in this Attachment 101D (the "Property"). All on-call plumbing services shall be provided in compliance with the Specifications/Scope of Services set forth in Attachment 101I, attached to this Agreement. The Commission reserves the right to make additions and/or deletions of properties and/or additions, deletions, revisions and/or otherwise modify these Specifications. All work shall be conducted in a workman-like manner, in accordance with standard trade practices, and in compliance with all applicable codes, regulations, and ordinances, and the following specifications. *State prevailing wages* shall apply to all sites under this Attachment 101D.

Central SDHC FHA LLC:

Property Group	Street Name	Street Number	Zip Code
Central SDHC FHA LLC	44th St	2628, 2630	92105
Central SDHC FHA LLC	44th St	4225	92115
Central SDHC FHA LLC	45th St	4261	92115
Central SDHC FHA LLC	51st Ave	4566	92115
Central SDHC FHA LLC	54th St	3051	92105
Central SDHC FHA LLC	Altadena Ave	4164	92105
Central SDHC FHA LLC	Altadena Ave	4479, 4481	92115
Central SDHC FHA LLC	Altadena Ave	4560	92115
Central SDHC FHA LLC	Boston Ave	2883	92113
Central SDHC FHA LLC	Boston Ave	2955	92113
Central SDHC FHA LLC	Chamoune Ave	4147, 4157	92105
Central SDHC FHA LLC	Highland Ave	4416	92115

LLC			
Central SDHC FHA LLC	Juniper St	4205, 4209, 4211, 4215	92105
Central SDHC FHA LLC	Juniper St	4273, 4275, 4277, 4279, 4281, 4283	92105
Central SDHC FHA LLC	Maple St	4390	92105
Central SDHC FHA LLC	Market St	4451, 4453, 4455, 4457, 4459	92102
Central SDHC FHA LLC	Meade Ave	5316	92115
Central SDHC FHA LLC	Poplar St	4180, 4182	92105
Central SDHC FHA LLC	Rex Ave	5326, 5328	92105
Central SDHC FHA LLC	Rex Ave	5330, 5330 1/2, 5332, 5332 1/2	92105
Central SDHC FHA LLC	Santa Margarita St	5359, 5369, 5379, 5389	92114
Central SDHC FHA LLC	Saranac St	7281, 7289	92115

ATTACHMENT 101E**ADDITIONAL SPECIFICATIONS/SCOPE OF WORK
(Central SDHC FNMA LLC)**

Section 101. Description of Work (Continued from Page 1):

This continuation of the description of work is expressly incorporated into the Agreement and is a continuation of the provisions set forth in Page 1 of this Agreement.

Contractor shall, upon the request of the Commission, provide on-call plumbing services at any property owned and/or managed by Central SDHC FNMA LLC, located in the City of San Diego, and identified in this Attachment 101E (the "Property"). All on-call plumbing services shall be provided in compliance with the Specifications/Scope of Services set forth in Attachment 101I, attached to this Agreement. The Commission reserves the right to make additions and/or deletions of properties and/or additions, deletions, revisions and/or otherwise modify these Specifications. All work shall be conducted in a workman-like manner, in accordance with standard trade practices, and in compliance with all applicable codes, regulations, and ordinances, and the following specifications. *State prevailing wages* shall apply to all sites under this Attachment 101E.

Central SDHC FNMA LLC:

Property Group	Street Name	Street Number	Zip Code
Central SDHC FNMA LLC	30th St	2932	92104
Central SDHC FNMA LLC	30th St	3012	92104
Central SDHC FNMA LLC	30th St	3030	92104
Central SDHC FNMA LLC	30th St	3217	92104
Central SDHC FNMA LLC	32nd St	4729	92104
Central SDHC FNMA LLC	33rd St	4541	92116
Central SDHC FNMA LLC	33rd St	4632	92116
Central SDHC FNMA LLC	33rd St	4751	92116
Central SDHC FNMA LLC	36th St	4254	92104
Central SDHC FNMA LLC	37th St	4164	92105
Central SDHC FNMA LLC	38th St	4343	92105
Central SDHC	38th St	4575, 4579	92116

FNMA LLC			
Central SDHC FNMA LLC	Alabama St	3755, 3761	92104
Central SDHC FNMA LLC	Bancroft St	3974, 3984	92104
Central SDHC FNMA LLC	Cherokee Ave	3850	92104
Central SDHC FNMA LLC	Cherokee Ave	4054, 4054 1/2, 4056, 4056 1/2, 4058, 4058 1/2, 4060, 4060 1/2	92104
Central SDHC FNMA LLC	Cherokee Ave	4360	92104
Central SDHC FNMA LLC	Florida St	4081, 4081 1/2, 4083, 4083 1/2, 4085, 4085 1/2, 4087, 4087 1/2	92104
Central SDHC FNMA LLC	Georgia St	4450, 4450 1/2, 4452, 4452 1/2, 4454, 4454 1/2, 4456, 4456 1/2	92116
Central SDHC FNMA LLC	Golfcrest Dr	7891, 7895, 7899	92119
Central SDHC FNMA LLC	Grim Ave	3350, 3350 1/2, 3352, 3352 1/2, 3354, 3354 1/2, 3356, 3356 1/2	92104
Central SDHC FNMA LLC	Hamilton St	4637, 4637 1/2, 4639, 4639 1/2, 4641, 4641 1/2, 4643, 4643 1/2	92116
Central SDHC FNMA LLC	Ivy St	3125	92104
Central SDHC FNMA LLC	Louisiana St	4381, 4385, 4387	92104
Central SDHC FNMA LLC	Meade Ave	2727, 2729, 2739, 2741, 2743, 2745	92116
Central SDHC FNMA LLC	Oregon St	4352	92104
Central SDHC FNMA LLC	Wilson Ave	4043	92104

ATTACHMENT 101F**ADDITIONAL SPECIFICATIONS/ SCOPE OF WORK
(Northern SDHC FHA LLC)****Section 101. Description of Work, (Continued from Page 1):**

This continuation of the description of work is expressly incorporated into the Agreement and is a continuation of the provisions set forth in Page 1 of this Agreement.

Contractor shall, upon the request of the Commission, provide on-call plumbing services at any property owned and/or managed by Northern SDHC FHA LLC, located in the City of San Diego, and identified in this Attachment 101F (the "Property"). All on-call plumbing services shall be provided in compliance with the Specifications/Scope of Services set forth in Attachment 101I, attached to this Agreement. The Commission reserves the right to make additions and/or deletions of properties and/or additions, deletions, revisions and/or otherwise modify these Specifications. All work shall be conducted in a workman-like manner, in accordance with standard trade practices, and in compliance with all applicable codes, regulations, and ordinances, and the following specifications. *State prevailing wages* shall apply to all sites under this Attachment 101F.

Northern SDHC FHA LLC:

Property Group	Street Name	Street Number	Zip Code
Northern SDHC FHA LLC	El Camino Real	12643, 12645, 12649, 12651, 12653, 12657, 12659, 12663, 12665, 12669, 12671, 12675, 12679, 12681, 12683, 12687	92130
Northern SDHC FHA LLC	Figueroa Ave	2701, 2703, 2705, 2707, 2709, 2711	92109
Northern SDHC FHA LLC	Glenhaven St	8637, 8639, 8641, 8643	92123
Northern SDHC FHA LLC	Glenhaven St	8649, 8651, 8653, 8655	92123
Northern SDHC FHA LLC	Glenhaven St	8661, 8663, 8665, 8667	92123
Northern SDHC FHA LLC	Glenhaven St	8701, 8703, 8705, 8707	92123
Northern SDHC FHA LLC	Grand Ave	2045, 2049	92109
Northern SDHC FHA LLC	Hornblend St	2644	92109
Northern SDHC FHA LLC	Hurlbut St	8714, 8716, 8718, 8720	92123
Northern SDHC FHA LLC	Hurlbut St	8726, 8728, 8730, 8732	92123
Northern SDHC FHA LLC	Mira Mesa Blvd	8792	92123
Northern SDHC	Mira Mesa Blvd	8816	92123

FHA LLC			
Northern SDHC FHA LLC	Muir Ave	5071, 5071 1/2, 5073, 5073 1/2, 5075, 5075 1/2, 5077, 5077 1/2	92107
Northern SDHC FHA LLC	Pulitzer Place	4055, 4057, 4059, 4061, 4063, 4065, 4069, 4071, 4073, 4075, 4079, 4081, 4083	92122

ATTACHMENT 101G**ADDITIONAL SPECIFICATIONS/ SCOPE OF WORK
(Northern SDHC FNMA LLC)****Section 101. Description of Work, (Continued from Page 1):**

This continuation of the description of work is expressly incorporated into the Agreement and is a continuation of the provisions set forth in Page 1 of this Agreement.

Contractor shall, upon the request of the Commission, provide on-call plumbing services at any property owned and/or managed by Northern SDHC FNMA LLC, located in the City of San Diego, and identified in this Attachment 101G (the "Property"). All on-call plumbing services shall be provided in compliance with the Specifications/Scope of Services set forth in Attachment 101I, attached to this Agreement. The Commission reserves the right to make additions and/or deletions of properties and/or additions, deletions, revisions and/or otherwise modify these Specifications. All work shall be conducted in a workman-like manner, in accordance with standard trade practices, and in compliance with all applicable codes, regulations, and ordinances, and the following specifications. *State prevailing wages* shall apply to all sites under this Attachment 101G.

Northern SDHC FNMA LLC:

Property Group	Street Name	Street Number	Zip Code
Northern SDHC FNMA LLC	1st Ave	3501	92103
Northern SDHC FNMA LLC	Eastman Street	7105, 7109, 7113, 7114, 7120	92111
Northern SDHC FNMA LLC	Levant St	7085, 7095	92111
Northern SDHC FNMA LLC	Fulton St	7526, 7532, 7538, 7544, 7550, 7556, 7568, 7574, 7580	92111
Northern SDHC FNMA LLC	Genesee Ave	2615, 2635, 2665	92111
Northern SDHC FNMA LLC	Maryland St	4131	92103

ATTACHMENT 101H**ADDITIONAL SPECIFICATIONS/ SCOPE OF WORK
(Southern SDHC FHA LLC)**

Section 101. Description of Work, (Continued from Page 1):

This continuation of the description of work is expressly incorporated into the Agreement and is a continuation of the provisions set forth in Page 1 of this Agreement.

Contractor shall, upon the request of the Commission, provide on-call plumbing services at any property owned and/or managed by Southern SDHC FHA LLC, located in the City of San Diego, and identified in this Attachment 101H (the "Property"). All on-call plumbing services shall be provided in compliance with the Specifications/Scope of Services set forth in Attachment 101I, attached to this Agreement. The Commission reserves the right to make additions and/or deletions of properties and/or additions, deletions, revisions and/or otherwise modify these Specifications. All work shall be conducted in a workman-like manner, in accordance with standard trade practices, and in compliance with all applicable codes, regulations, and ordinances, and the following specifications. *State prevailing wages* shall apply to all sites under this Attachment 101H.

Southern SDHC FHA LLC:

Property Group	Street Name	Street Number	Zip Code
Southern SDHC FHA LLC	Alaquinas Dr	2005, 2015, 2025, 2035, 2045, 2055, 2065	92173
Southern SDHC FHA LLC	Averil Rd	121, 125	92173
Southern SDHC FHA LLC	Calle Primera	178, 180, 182, 184, 186, 188, 190	92173
Southern SDHC FHA LLC	Grove Ave	2381, 2383, 2385, 2387, 2389	92154
Southern SDHC FHA LLC	Hollister St	1351, 1355, 1359,	92154
Southern SDHC FHA LLC	Sycamore Road (North)	281, 283, 285, 287, 289	92173
Southern SDHC FHA LLC	Sycamore Road (West)	391, 393, 395, 397, 399, 401, 403, 405, 407, 409, 411, 413, 415, 417	92173
Southern SDHC FHA LLC	Sycamore Road (East)	402, 404, 406, 408, 410, 412	92173

ATTACHMENT 101I

SPECIFICATIONS/ SCOPE OF WORK ON-CALL PLUMBING SERVICES

1. SUMMARY

- A. The work to be done under these Specifications shall include the furnishing of all supervision, labor, materials, and equipment necessary for the provision of plumbing services specified herein. Work shall be performed in a professional manner under the direction, and to the satisfaction of the Commission.

The Contractor shall supply the Commission with name(s) and phone number(s) of responsible person(s) representing the Contractor. The Contractor shall maintain a valid CSLB C-36 Plumbing Contractor license number and DIR registration number necessary to perform the servicing of plumbing and related items in the City of San Diego. Contractor shall inform the Commission within two (2) working days of any change in contact information, including but not limited to contact personnel, mailing address, physical address, phone numbers, and email addresses.

B. Contractor's Personnel and Vehicles

- i. Contractor shall only utilize properly licensed, trained, and experienced employees and/or subcontractor(s) to perform the work required on the Property.
- ii. All Contractor's personnel shall be required to wear uniforms bearing company name while on the Property. Uniform shall consist of shirt and jacket with company name. Contractor shall ensure that personnel present a neat and clean appearance at all times.
- iii. Contractor shall have master and journeyman plumbers on staff with licenses in good standing with the Contractor's State Licensing Board (CSLB).
- iv. Contractor shall maintain vehicles that are used to respond to calls for service well stocked with commonly used plumbing supplies and equipment so as to eliminate delays and/or interruption of service.

C. Service and Response Times

- i. Contractor shall perform work at such times as to minimize disturbance or interference to resident convenience, pedestrian or vehicle circulation at the Property. Non-emergency scheduled work shall be performed during normal business hours, Monday through Friday, from 8:00 am to 5:00pm, with work to be completed within (2) business days. No work shall commence prior to 8:00 am, or be performed on weekends, unless specifically authorized in writing by the Commission.

- ii. Contractor shall commence and end all services on the same workday within normal business hours unless approved by Commission in advance. Contractor shall make all effort to reduce to a minimum any inconvenience to residents of the Property.
- iii. Contractor shall provide Dispatcher services - 24 hour/7 days a week, including weekends and holidays. Response time for emergency call requests shall be one (1) hour.

D. Safety

- i. Contractor shall be responsible for providing a safe work place while performing services under this Agreement, and compliance with the 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, and any other applicable governmental law and the Commission's risk management standards. Contractor shall follow industry safety standards, and use only industry approved safety equipment in accordance with the manufacturer's specifications in the performance of all duties.
- ii. Contactor(s) shall clearly mark all work areas that might reasonably be expected to endanger the health and safety of residents, guests, or any other persons. Contractor will provide such signs, markers, and barricades as required to identify all work areas and minimize inherent dangers.

E. 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 Property. Any damage to the Property or Commission property deemed to be caused by the Contractor shall be corrected or paid for by the Contractor at no cost to the Commission.

F. Report of Issues That Hinder Providing Plumbing Services

Contractor shall alert the Property Manager and/or Maintenance Technicians in writing of any issues that hinder providing plumbing services. Such issues may include, but are not limited to, residential unit cleanliness, unsafe conditions, and inaccessibility.

G. Invoicing

- i. As required by this Agreement, Contractor agrees to submit, with the requisition for payment, a list by area of Property locations, purchase order number, services performed, and price within 30 days of month's end.
- ii. Contractor shall only invoice Commission for the time spent on the Property. Commission shall not pay for time spent in route to the Property or traveling to acquire parts/supplies. Commission shall not pay for trip charges and/or service charges.
- iii. Invoices shall show arrival and departure times to and from the Property of all of Contractor's employees and any subcontractors responding for service.

- iv. Contractor shall minimize overstaffing for minor repairs. If Contractor is found to be overstaffing for repairs, based upon customary trade practices, Commission reserves the right to only pay for customary trade practices.

H. Resident Employment Opportunity

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

I. Contract Monitoring

Commission representatives shall monitor services performed to ensure Specifications contained herein are being met and shall notify Contractor regarding resolution of any deficiencies.

2. SERVICES TO BE PERFORMED

- a. When and as directed by the Commission, the Contractor shall perform plumbing services at Commission-owned or managed properties identified in this Agreement, on an as-needed basis. Services shall be in accordance with standard trade practices and in compliance with applicable codes, regulations, and ordinances.
- b. Contractor shall comply with and perform all plumbing services in accordance with all applicable federal, state and local laws, rules, regulations, ordinances, codes and manufacturer's instructions and shall obtain any licenses or permits required to do the specified work.
- c. The Contractor shall comply and adhere to the following:
 - i. All replaced gas fixtures shall have new flex lines installed.
 - ii. All piping used in the repair of existing piping shall be of like type and quality according to code, and fit for the use intended.
 - iii. All replaced fixtures shall match existing fixtures, or shall be as follows:
 - 1. Water Closet- Toto (Drake) 1.5 gpf bowl with tank and lid with T.S. Elongated, white, closed front toilet seat (CST-744C-01). Brasscraft CR-1912DL angle stop and supplies.
 - 2. Lavatory- General Marble Uni-Lav Cultured marble top with oval sink to fit vanity size specified. MOEN Lav Faucet #41483 with pop-up and aerator. 1-lfz x 1-lf.t. ABS P-trap with brass nut Brasscraft CR-1915A angle stop and supplies or vitreous china (oval 20" x 17" or round 19") self-rimming drop-in sink.

3. Kitchen Sink- Federal 20 gauge, 6-lft" Stainless Steel, 33 x 22 self-rim 4 hole sink. MOEN Single Handle, Low Lead Deck Faucet #412620 and aerator. Stainless Steel Basket Strainer to fit 3lfz-4". Brasscraft CR-1915A angle stop and supplies.
 4. Tub/Shower Valve- MOEN #416966 chrome-covered, brass posi-temp shower valve. MOEN Shower Cycling Valve Cartridge with California approved shower head (Niagara Model N2131), trip basket overflow with screw down hair strainer, spout, and necessary trim.
 5. Hose Bibb/Laundry Faucet- Brass hose bib.
 6. Garbage Disposal- Badger Model 405750 1/2 hp with stainless steel grind ring and turntable with five (5) year warranty.
 7. Water Heater(s) - Gas fired, glass lined. Rudd 40 gallon Model #2ZVF40FL (Gas) or P2-40P-2 (Electric). Both with six (6) year warranty.
- iv. Parts shall be invoiced at Contractor's cost. Contractor shall include a copy of the parts invoice with the invoice for service.
- d. All plumbing services by Contractor shall have at least one journeyman on-site, unless Contractor receives prior Commission approval.
 - e. Contractor shall provide a two (2) year warranty on all parts and labor provided as a result of this Agreement.
 - f. Contractor shall complete additional work as assigned (i.e., auger/clear toilets, waste lines; replace P-traps, wax rings, angle stops etc.) in accordance with all applicable codes and standards of the trade.
 - g. When and as directed by the Commission, the Contractor shall be responsible to perform, with its own forces or with those of qualified subcontractors, all repairs to adjacent surfaces (drywall, concrete, landscape, etc.) that are determined to be incidental and/or related to assigned plumbing. Subject to the appropriate level of approval, the Commission shall reimburse the Contractor for reasonable costs associated with these repairs.
 - h. Upon completion of the work, Contractor shall clean up the area where the work was performed and Contractor shall remove any debris generated by the repairs from the Property. At no time, will Contractor discard debris into any refuse container at the Property.
 - i. If the plumbing service at a Property, to include but not limited to water, gas, or sewer, will be out of service for more than four (4) consecutive hours the Contractor shall immediately call the Commission representative who assigned the work and inform

him/her of the situation and estimated time of completion and make recommendations to restore service temporarily, if possible, so as to minimize impact on residents of the Property.

- j. Contractor or authorized subcontractor shall guarantee all installations to meet and pass Commission Quality Control Inspections. Should a plumbing installation or repair made by Contractor or authorized subcontractor not pass inspection, Contractor shall make all repairs necessary to ensure the installation or repair passes inspection at no additional cost to Commission.
- k. Contractor shall provide proper equipment. Commission will not pay extra man hours when labor saving devices are readily available. For example, using a shovel when a backhoe is customarily used for the service to efficiently and effectively provide plumbing maintenance service.
- l. Contractor shall be trained and licensed (if required) to remove, install, and maintain natural gas products to include but limited to ovens, stoves, water heaters and gas supply lines.
- m. Contractor shall provide estimates for repairs when requested. If Commission deems such quote to be unreasonable, it reserves the right to request quotes from other contractors for such service.

ATTACHMENT 102

ADDITIONAL TERM OF CONTRACT

Section 102. Time For Performance. (Continued from Page 2):

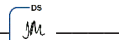
The Commission and/or any of the SDHC Limited Liability Companies may, at its election, extend this Agreement's term for Four (4) additional one (1) year terms, by giving written notice of the election to extend the Agreement to the Contractor, in accordance with the provisions as set forth in Section 102. The Compensation to be paid the Contractor during the extended term, if any, shall be compensation set during the base year of the Agreement. Nothing contained in this Section 102 shall require the Commission or any of the SDHC Limited Liability Companies to exercise any or all of the options to extend the term of the Agreement. The options exist in favor of the Commission, and the SDHC Limited Liability Companies, at their sole option. All other terms and conditions of the Agreement during the option period(s) shall be as set forth in the Agreement and shall be unamended by the exercise of any option granted herein. The options granted herein are in addition to the ninety (90) day option to extend set forth in Section 102 on Page 1.

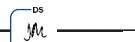
This continuation of the time for performance provision is in addition to the provisions set forth in Page 1 of this Agreement and is expressly incorporated into the Agreement.

ATTACHMENT 103**ADDITIONAL COMPENSATION TERMS**

Section 103. Compensation. (Continued from Page 2):

Hourly Rates	Regular	Weekends, Afterhours/Emergency, Holiday
Journeyman	\$210.00	\$315.00
Apprentice	\$210.00	\$315.00

**Hourly Rates* above shall be a fully burdened rate – inclusive of federal and/or state prevailing wage, taxes, etc. Initial: 

***Parts and Materials* shall be reimbursed at cost. A copy of the original part invoice shall accompany the invoice for payment. Initial: 

Service Request Information		
Regular Business Hours	Name: Katie Phelps/Dispatch	Email:disptach@countywidems.com
		Phone:619.383.6000
24/7 Emergency	Name:24/7	Email:dispatch@countywidems.com
		Phone:619.383.6000

Service Request Information* shall comply with all parts of the Specifications/Scope of Services - **Section 1C “Service and Response Time” above. Initial: 

Total annual compensation shall not exceed the amount set forth in Section 103.

Invoice Requirements:

At a minimum, Contractor shall include the following information on all invoices submitted for work performed under this Agreement:

1. Contract Number
2. Purchase Order Number
3. (Purchase Order) Change Order Number, if applicable
4. Detailed descriptions of work performed

Failure to do so may delay payment of invoice.

ATTACHMENT 104

PREVAILING WAGE NOTIFICATION PM-22-05

Check the option that applies:

This project is utilizing **Federal Prevailing Wage MOD 6, 6/25/2021**. The contractor will be responsible for paying the appropriate Federal wage rate for each trade/craft.

NOTE: Federal Prevailing Wages are applicable to any of the following types of contracts greater than \$2,000:

- ***Contracts***
- ***Agreements***
- ***Purchase Orders (not associated with a contract or agreement)***

Federal Labor Provisions – HUD Form 5370C, Section II
Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

1. Minimum Wages

(a) 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 the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b)

- (i) 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 required is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the industry; and
 - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) 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

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Agreement or any other contract subject to HUD-

determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the 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 Contracting Officer or HUD may, after written notice to the 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 the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Records

- (a) The 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:
 - (i) Name, address and Social Security Number;
 - (ii) Correct work classification or classifications;
 - (iii) Hourly rate or rates of monetary wages paid;
 - (iv) Rate or rates of any fringe benefits provided;
 - (v) Number of daily and weekly hours worked;
 - (vi) Gross wages earned;
 - (vii) Any deductions made; and
 - (viii) Actual wages paid.
- (b) The 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 the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the 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

- (a) 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:
 - (i) 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;
 - (ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
 - (iii) A training/trainee program that has received prior approval by HUD.
- (b) 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.

- (c) 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.
- (d) 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.
- (e) In the event OATELS, a 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

- (a) Disputes arising out of the labor standards provisions contained in this Contract Attachment Section 104, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the Commission, or HUD, or the employees 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 referral of the Commission, or upon request of the Contractor or subcontractor(s).
 - (i) A Contractor and/or 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).
 - (ii) 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.
 - (iii) 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.

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this Contract Attachment 104. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the Commission, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 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.

- (a) Overtime requirements. No Contractor or subcontractor contracting for any part of the work under this Agreement 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.
- (b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the 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 paragraph (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.
- (c) 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 the Contractor or subcontractor under any such contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Contract Attachment 104 and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime 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

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 to the work funded by Federal funds and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the work

funding by Federal Funds within 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.

X

This project is utilizing **State Prevailing Wage 2021-1**. The contractor will be responsible for paying the appropriate State/Local wage rate for each trade/craft.

NOTE: State Prevailing Wages are applicable to any of the following types of contracts greater than \$1,000:

- **Contracts**
- **Agreements**
- **Purchase Orders (not associated with a contract or agreement)**

A. Contractor shall comply with the prevailing wage requirements and restrictions, obligations, requirements, and penalties of Section 1770 et seq. of the Labor Code, which requires the payment of prevailing wages to appropriate work classifications in all bid specifications and subcontracts.

B. Contractor shall furnish all subcontractors/employees a copy of the Department of Industrial Relations prevailing wage rates, which Contractor will post at the job site in a visible location in accordance with Labor Code Section 1773.2

C. Contractor shall comply with the payroll record keeping and availability requirement of Section 1776 of the Labor Code.

D. Contractor shall make travel and subsistence payments and follow holiday schedule in accordance with Section 1773.2 of the Labor Code.

E. Contractor must employ registered apprentice on all public works projects in accordance with Labor Code 1777.5.

F. Contractor is prohibited from accepting or extracting kickbacks from employees' wages under Labor Code 1778.

G. Upon work completion, Contractor will be required to sign and notarize an Affidavit of Compliance with California Prevailing Law, California Labor Codes Sections 1720-1815, which will be provided by the San Diego Housing Commission.

H. If discrepancies are discovered by either an audit of certified payroll records and/or employee interviews, payment may be withheld until such actions are corrected.

I. The following requirements apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into or after April 1, 2015:

Section 1725.5 requires that Contractor and its subcontractors register and qualify with the State of California Department of Industrial Relations ("DIR") in order to bid on, be listed in a bid proposal for, or engage in the performance of any contract for a public work. In order to register with the DIR, Contractor and its subcontractors must pay an initial nonrefundable registration fee of \$400, pay an annual renewal fee each July 1 thereafter, and provide the specified information to establish eligibility. Contractor and its subcontractors must register with the DIR at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

Contractor or its subcontractors shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work as defined in Labor Code § 1720, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. 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 Contract Code, provided the contractor is registered to perform Public Work pursuant to Labor Code § 1725.5 at the time the contract is awarded. A contract entered into with a Contractor or subcontractors who failed to register as required herein shall be subject to cancellation as set forth in Labor Code § 1771.1.

The project is subject to compliance monitoring and enforcement by the DIR and Commission, as set forth in Section 1771.4 of the Labor Code. On a weekly basis, the Contractor and its subcontractors shall furnish records, in a format prescribed by the Labor Commission and as specified in Labor Code § 1776, to the Commission and California Labor Commissioner for the following:

- a. Projects for which the initial contract is awarded on or after April 1, 2015. (Labor Code § 1771.4(c)(2)(B))
- b. All projects, whether new or ongoing, on or after January 1, 2016. (Labor Code § 1771.4(c)(2)(D))
- c. Any other ongoing project in which the Labor Commissioner directs the contractors or subcontractors on the project to furnish records. (Labor Code § 1771.4(c)(2)(C))
- d. Projects that were subject to a requirement to furnish records to the Compliance Monitoring Unit pursuant to Section 16461 of Title 8 of the California Code of Regulations, prior to June 20, 2014. (Labor Code § 1771.4(c)(2)(A))

Contractor shall post job site notices as prescribed by Labor Code § 1771.4(a)(2).

REQUIRED PREVAILING WAGE DOCUMENTS

Items listed below will be required for all Contractors at the time of award until project completion.

- Certified Payroll Reports are to be submitted on the applicable State/Federal form and/or eComply will be utilized for submission of Certified Payroll Reports.
- Proof of fringe benefit payments.
- Proof of payments to employees.
- Apprentices are required if an apprenticeable trade. (if applicable)

The following Labor Compliance documents are available at www.sdhc.org/doing-business-with-us/labor-compliance and are required prior to commencing work onsite:

- Authorized Signatory*
- Checklist Labor Law Requirements
- Division of Apprenticeship Standards, DAS140 (if applicable)
- Dispatch of Apprentice, DAS142 (if applicable)
- Fringe Benefit Statement
- List of Trades and/or Crafts
- Project Contact Sheet

*The Authorized Signatory **MUST** be an original and signed in “**blue**” ink.

Each Contractor, general, sub or tier shall submit an original certified payroll report to the San Diego Housing Commission on a weekly basis. Each record should be complete, accurate and signed with a wet signature, in “**blue**” ink.

CONTRACTOR:

Name: James Mahany

Title: Vice President of Service

Signature:  James Mahany
1FFF2151F87948C

Date: 9/23/2021

DIR Registration # (if State/Locally Funded): 1000000919