



EXECUTIVE SUMMARY

HOUSING COMMISSION EXECUTIVE SUMMARY SHEET

MEETING DATE: November 17, 2022

HCR22-117

SUBJECT: Award of Plumbing Maintenance and Repair Services Contract

COUNCIL DISTRICT(S): Citywide

ORIGINATING DEPARTMENT: Real Estate Division

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

REQUESTED ACTION:

Approve an Agreement with Grading Plumbing Site Construction, Inc., dba GPS Plumbing, for plumbing maintenance and repair services to be utilized on an as-needed basis at properties owned and/or managed by the San Diego Housing Commission in the City of San Diego. The contract cost for a one-year term is \$599,000. The total contract cost for a one-year term with four one-year options to renew is \$2,995,000.

EXECUTIVE SUMMARY OF KEY FACTORS:

- The San Diego Housing Commission (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.
- On July 28, 2022, the Housing Commission issued a Request for Proposals (RFP) for on-call plumbing services, seeking well-qualified contractors to provide plumbing maintenance and repairs on an ad-hoc and/or as-needed basis.
- The Housing Commission received three bids. A responsiveness review was conducted. Two proposals were found to be responsive, and one was non-responsive.
- The evaluation committee reviewed, scored and ranked the responses based on the following criteria: cost, past performance, plan/methodology, qualifications of contractor, and availability of contractor.
- GPS Plumbing ranked as the highest responsive respondent.
- The Housing Commission negotiated with GPS Plumbing to create cost savings to on-call pricing and to remove a flat rate gas charge that would have been applicable to every service request.
- As the incumbent vendor for the Housing Commission, GPS Plumbing has provided excellent service to both Property Management staff and the residents of Housing Commission properties.
- Because the proposed contract is structured as an on-call, as-needed contract, the aforementioned maximum annual contract capacity of an amount not to exceed \$599,000 annually does not constitute a guaranteed award amount or expenditure obligation by the Housing Commission to the respective contractor.
- Neither does the specified maximum contract amount constitute a budgetary encumbrance or obligation by the Housing Commission.

REPORT

DATE ISSUED: November 10, 2022 **REPORT NO:** HCR22-117

ATTENTION: Chair and Members of the San Diego Housing Commission
For the Agenda of November 17, 2022

SUBJECT: Award of Plumbing Maintenance and Repair Services Contract

COUNCIL DISTRICT: Citywide

REQUESTED ACTION

Advance notice of San Diego Housing Commission hearing of the following matter has been provided to the Housing Authority Members pursuant to the provisions of San Diego Municipal Code Section 98.0301(e)(4)(A)-(B).

Approve an Agreement with Grading Plumbing Site Construction, Inc., dba GPS Plumbing, for plumbing maintenance and repair services to be utilized on an as-needed basis at properties owned and/or managed by the San Diego Housing Commission in the City of San Diego. The contract cost for a one-year term is \$599,000. The total contract cost for a one-year term with four one-year options to renew is \$2,995,000 as allocated below:

Contract Term	Funding amount
Year 1 (January 1, 2023 – December 31, 2023)	\$599,000
1 st Option (January 1, 2024 – December 31, 2024)	\$599,000
2 nd Option (January 1, 2025 – December 31, 2025)	\$599,000
3 rd Option (January 1, 2026 – December 31, 2026)	\$599,000
4 th Option (January 1, 2027 – December 31, 2027)	\$599,000
Total Contract Cost	\$2,995,000

STAFF RECOMMENDATION

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

- 1) Authorize the Housing Commission to enter into an agreement with Grading Plumbing Site Construction, Inc., dba GPS Plumbing, for a one-year term from January 1, 2023, through December 31, 2023, in the amount of \$599,000, with four one-year options to renew, to provide on-call plumbing services for properties the Housing Commission owns and/or manages in the City of San Diego.
- 2) Authorize the Housing Commission’s President & Chief Executive Officer (President & CEO), or designee, to substitute the funding sources and/or increase compensation by not more than 20 percent of the total annual agreement amount, or \$119,800 per year, for the proposed agreement,

if necessary, without further action by the Housing Commission Board or the Housing Authority, but only if and to the extent that funds are determined to be available for such purposes. The annual contingency will not be expended unless there is a demonstrated need.

- 3) Authorize the Housing Commission’s President & CEO, or designee, to execute all document and instruments that are necessary and/or appropriate to implement these approvals, in a form approved by General Counsel, and take such actions as are necessary and/or appropriate to implement these approvals, provided that a copy of the documents, signed as to form by General Counsel, is submitted to each Housing Commissioner.

SUMMARY

The Housing Commission has 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. On July 28, 2022, the Housing Commission issued a Request for Proposals (RFP) for on-call plumbing services, seeking well-qualified contractors to provide plumbing maintenance and repairs on an ad-hoc and/or as-needed basis. The RFP was posted and made available for download on the PlanetBids website through the Housing Commission’s portal. In addition, electronic notices were sent to all plumbing contractors registered on the Housing Commission’s PlanetBids portal, inviting vendors to participate in the RFP. A total of 89 vendors received this notice. Eighteen plan holders downloaded the RFP.

Final proposals were due on August 18, 2022. The Housing Commission received three bids. Proposals were submitted by Hometown Plumbing, GPS Plumbing, and Vet-Force Engineering & Construction. A responsiveness review was conducted on all proposals received. Two proposals were found to be responsive, and one was deemed non-responsive as the company’s California Department of Industrial Relations registration was expired at the time of its proposal submission.

Hometown Plumbing	GPS Plumbing	Vet-Force Engineering & Construction
Responsive	Responsive	Non-responsive

The evaluation committee reviewed, scored and ranked the responses based on the following criteria: cost, past performance, plan/methodology, qualifications of contractor, and availability of contractor. GPS Plumbing ranked as the highest responsive respondent. The Housing Commission negotiated with GPS Plumbing to create cost savings to on-call pricing and to remove a flat rate gas charge that would have been applicable to every service request. The removal of the flat rate gas charge reduced GPS Plumbing’s hourly costs by 11 percent. A copy of the Evaluation Scoring Summary is included as Attachment 1.

After careful consideration, the evaluation committee recommended the award of the contract for plumbing maintenance and repair services to GPS Plumbing as they were deemed the highest scored respondent based on the evaluation criteria.

As the incumbent vendor for the Housing Commission, GPS Plumbing has provided excellent service to both Property Management staff and the residents of Housing Commission properties. Staff is confident GPS Plumbing will continue its outstanding services as a reliable partner to the Housing Commission.

FISCAL CONSIDERATIONS

Because the proposed GPS Plumbing contract is structured as an on-call, as-needed contract, the aforementioned maximum annual contract capacity of an amount not to exceed \$599,000 annually does not constitute a guaranteed award amount or expenditure obligation by the Housing Commission to the respective contractor. Neither does the specified maximum contract amount constitute a budgetary encumbrance or obligation by the Housing Commission.

Budgetary encumbrances for future fiscal years will occur in accordance with the Housing Commission’s annual budget process.

EQUAL OPPORTUNITY CONTRACTING AND EQUITY ASSURANCE

GPS Plumbing reported that it is committed to equity and inclusion and strive to create a diverse and inclusive organization that welcomes and respects the diversity of their employees. They are a local woman-owned business that is certified as a Section 3 Business Concern by the Housing Commission. They continue to create a workforce that is culturally competent and promotes wellness, recovery, and resiliency by offering diversity, equity and inclusion training and unconscious bias sessions to employees.

HOUSING COMMISSION STRATEGIC PLAN

This item relates to the Core Value “Believe in transparency and being good financial stewards” in the Housing Commission’s Strategic Plan for Fiscal Year (FY) 2022-2024.

KEY STAKEHOLDERS

Stakeholders include residents of properties owned and/or managed by the Housing Commission, Housing Commission staff, and GPS Plumbing,

ENVIRONMENTAL REVIEW

This contract is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 (Existing Facilities), which allows the operation, repair, maintenance permitting, leasing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. Federal funds constitute a portion of this contract's funding. NEPA approval for this contract was received on September 19, 2022.

Respectfully submitted,



Emmanuel Arellano
Vice President of Asset Management
Real Estate Division

Approved by,



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

Award of Plumbing Maintenance and Repair Services Contract

November 17, 2022

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Attachments: 1) Evaluation Scoring Summary
2) Agreement for On-Call Plumbing Services with GPS Plumbing

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

Evaluation Summary
 PM-23-05
 On-Call Plumbing Services

		GPS Plumbing				Hometown Plumbing			
		CG	RL	TN	EC	CG	RL	TN	EC
Cost (40)		40	40	40	40	30	30	30	30
Past Performance (40)		40	40	35	30	35	30	30	30
Plan/Methodology (10)		10	9	10	5	9	6	10	0
Qualifications of Contractor (5)		5	5	5	5	4	5	5	5
Availability of Contractor (5)		5	5	5	5	5	3	3	3
Subtotal		100	99	95	85	83	74	78	68
Total		<u>94.75</u>				<u>75.75</u>			

Initial	Normal Business (Apprentice)	Normal Business (Journeyman)	Afterhours (Apprentice)	Afterhours (Journeyman)	Total (Average)
GPS Plumbing	\$ 90.00	\$ 140.00	\$ 170.00	\$ 260.00	\$ 165.00
BAFO	BAFO - Normal Business (Apprentice)	BAFO - Normal Business (Journeyman)	BAFO - Afterhours (Apprentice)	BAFO - Afterhours (Journeyman)	BAFO - Total (Average)
GPS Plumbing	\$ 83.00	\$ 128.00	\$ 128.00	\$ 248.00	\$ 146.75

Cost Savings (%) 11%

AGREEMENT FOR ON-CALL PLUMBING SERVICES

WITH

GRADING PLUMBING SITE CONSTRUCTION, INC. DBA GPS PLUMBING

(More than \$250,000 and Other than Construction or Development)

Contract No. PM-23-05

This Agreement, dated for reference this ____ day of _____ 2022, is entered into between the San Diego Housing Commission (the “Commission”) and each of its affiliated liability companies selected below (the “SDHC LLCs”) (together with the Commission, the “Commission Parties”), on the one hand, and GPS Plumbing (“Contractor”), on the other hand.

- Belden SDHC FNMA LLC, a California limited liability company
- Central SDHC FHA LLC, a California limited liability company
- Central SDHC FNMA LLC, a California limited liability company
- Northern SDHC FHA LLC, a California limited liability company
- Northern SDHC FNMA LLC, a California limited liability company
- Southern SDHC FHA LLC, a California limited liability company

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

The Commission Parties:

SAN DIEGO HOUSING COMMISSION
1122 Broadway, Suite 300
San Diego, California 92101
Tel.: 619-231-9400

Contractor:

GRADING PLUMBING SITE CONSTRUCTION,
INC. DBA GPS PLUMBING
8400 N. Magnolia Ave., Suite F
Santee, California 92071
Tel.: 619-312-0585

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

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

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

103. **Term of Agreement.** The term of this Agreement shall be January 1, 2023, through December 31, 2023 (the “Initial Term”), as extended pursuant to this Agreement from time to time.

(a) Extensions. Provided that Contractor is not in default under the terms of this Agreement, the Commission Parties may extend the term for one or more periods (each such period, an “Extension Period”) totaling no more than ninety (90) days, in a writing signed by the CEO and delivered to Contractor. No single Extension Period shall be less than seven (7) days. The Commission Parties may not extend the term for an Extension Period earlier than sixty (60) days before nor later than eighty-three (83) days after the then-applicable expiration date of the term.

The Commission Parties shall compensate Contractor during such Extension Period on a *pro rata* basis in accordance with Section 104 as in effect on the date of extension of the term in accordance with this Subsection.

(b) Options. The Commission Parties may also extend the term for four (4) additional one (1)-year periods (each such one-year period, an “Option Period”) by giving written notice thereof to Contractor prior to the expiration of the then-current term of this Agreement, or pursuant to a written agreement between the Parties. Compensation to Contractor during any Option Period shall be in the amounts and on the same terms and conditions as provided pursuant to this Agreement during the Initial Term.

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

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

(a) Maximum Compensation. Notwithstanding anything in this Section or elsewhere in this Agreement to the contrary, Contractor acknowledges and understands that the Commission shall be under no obligation to compensate or reimburse Contractor for any amounts incurred in excess of Five Hundred Ninety-Nine Thousand and No/100 Dollars (\$599,000.00) (“Maximum Compensation”) during the Initial Term, or during any Option Period, unless the Compensation Terms provide for greater compensation or reimbursement during such Option Period. Further, Contractor acknowledges and understands that it shall bear the sole responsibility for monitoring its expenditures and ensuring that any amounts incurred pursuant to this Agreement do not exceed the Maximum Compensation. In the event Contractor incurs amounts in excess of the Maximum Compensation, Contractor shall bear sole liability for such amounts.

(b) Method of Payment. Except as may otherwise be provided by the Compensation Terms, the Commission Parties will endeavor to pay any invoice within thirty (30) days of submission of such invoice, subject to the approval of all amounts therein by the Commission Parties. At a minimum, each invoice shall (i) reference the Contract Number; (ii) reference any associated

purchase order numbers; (iii) describe each service performed and/or supply or material supplied in detail and in accordance with the Scope of Work; (iv) specify the amount charged for each such service, supply, or material; (v) be accompanied by a certification (on or attached to the invoice) that the payment requested is for work performed in accordance with this Agreement; and (vi) include such other information or certifications as the Commission Parties may specify in writing from time to time. The Commission Parties, in their sole discretion, may elect not to pay any invoice that fails to comply with the requirements of this Subsection.

105. **Necessary Approvals.**

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

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

106. **Agreement Documents.** In addition to this instrument, this Agreement includes the Schedule of Definitions, the General Conditions, the Scope of Work, the Compensation Terms, the Prevailing Wage Attachment, the COVID-19 Protocols and Acknowledgment, the Invoice Requirements, and the General HUD Provisions, all of which are incorporated herein by this reference, except as to the Prevailing Wage Attachment, which shall only be incorporated in accordance with Section 21 of the General Conditions.

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

[Signature Page Follows]

Signature Page to Agreement for On-Call Plumbing Services with Grading Plumbing Site Construction, Inc. dba GPS Plumbing (Contract No. PM-23-05):

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

Contractor:

Grading Plumbing Site Construction, Inc. dba GPS Plumbing
CSLB# 950919

By: _____
Name: Daniela Birdwell
Title: President

Date: _____

Commission:

San Diego Housing Commission

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

Date: _____

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

Date: _____

By: _____
Name: Colin Miller
Title: Senior Vice President, Multiple Family Housing

Date: _____

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

Date: _____

By: _____
Name: Jennifer McKinney
Title: Vice President, Property Management and Maintenance

Date: _____

By: _____
Name: Debra Fischle-Faulk
Title: Senior Vice President, Compliance and Equity Assurance

Date: _____

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

By: _____
Jeff Davis
Interim President and Chief Executive
Officer

Date: _____

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

By: _____
Jeff Davis
Interim President and Chief Executive
Officer

Date: _____

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

By: _____
Jeff Davis
Interim President and Chief Executive
Officer

Date: _____

Approved as to Form:
Christensen & Spath LLP

By: _____
Name: Charles B. Christensen
Title: General Counsel, San Diego Housing Commission

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

By: _____
Jeff Davis
Interim President and Chief Executive
Officer

Date: _____

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

By: _____
Jeff Davis
Interim President and Chief Executive
Officer

Date: _____

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

By: _____
Jeff Davis
Interim President and Chief Executive
Officer

Date: _____

Attachment A Schedule of Definitions

1. “Agreement” means the main instrument to which this Attachment A is attached and all exhibits or attachments thereto to the extent the same have been incorporated and as the same may be amended from time to time.
2. “Applicable Law” means all applicable federal, state, and local constitutions, treaties, laws, statutes, ordinances, regulations, rules, orders, decrees, permits, resolutions, requirements, and policies of the United States of America, the State of California, the City, the Commission, or any other governmental authority of competent jurisdiction.
3. “Authority” means the Housing Authority of the City of San Diego.
4. “CEO” means the Chief Executive Officer of the Commission or the CEO’s lawful designee.
5. “City” means the City of San Diego.
6. “Claims” means damages, liabilities, claims, fines, fees, costs, penalties, judgments, complaints, causes of action, actions, and demands, including, without limitation, demands arising from injuries to or death of persons (including Contractor’s employees, agents, and subcontractors) and damage to real or personal property, or any other losses, damages, or expenses.
7. “Commission” means the San Diego Housing Commission. When this Agreement specifies an action to be taken or withheld by the Commission, “Commission” shall include the Commission’s authorized officers, employees, and agents.
8. “Commission Parties” means the Commission and the SDHC LLCs, collectively, and “Commission Party” means any one of the Commission Parties, individually. When this Agreement specifies an action to be taken or withheld by a Commission Party, “Commission Party” shall include such Commission Party’s authorized officers, employees, and agents.
9. “Compensation Terms” means the terms and conditions specified in Attachment D to the Agreement.
10. “Conflict” means circumstances, known to Contractor, that would conflict with Contractor’s performance of the terms of this Agreement or place a Commission Party and a prospective client of Contractor in adverse, hostile, or incompatible positions wherein the interests of the Commission Parties, the Authority, or the City may be jeopardized.
11. “Contract Number” means the number specified next to the phrase “Contract No.” at the top of this Agreement.
12. “Contractor” means the Party, other than the Commission Parties, identified above, and, unless the context requires otherwise, such Party’s officers, directors, members, managers,

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

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

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

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

16. “General HUD Provisions” means the terms and conditions specified in Attachment H to the Agreement.

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

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

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

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

21. “Invoice Requirements” means the terms and conditions specified in Attachment G to the Agreement.

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

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

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

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

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

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

28. "Schedule of Definitions" shall have the meaning ascribed thereto by Section 101.
29. "Scope of Work" means the terms and conditions specified in Attachment C to the Agreement.

Attachment B General Conditions

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

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

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

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

3. **Ownership of Materials and Documents.** Any and all sketches, drawings, and other materials or documents prepared by Contractor pursuant to or in connection with this Agreement shall be the property of the Commission Parties from the moment of their preparation, and Contractor shall deliver such materials and documents to the Commission Parties whenever requested to do so by the Commission Parties. Contractor shall have the right to make duplicate copies of such materials and documents for its own file or for other purposes in compliance with Section 4.

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

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

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

- (ii) Subsequently becomes publicly known through no act or omission of Contractor;
- (iii) becomes known to Contractor from a third party other than the Commission Parties, provided Contractor has not induced such disclosure in violation of law or in breach of any agreement of such third party with one or more of the Commission Parties if such agreement was known to Contractor or should have been known to Contractor through the exercise of due diligence;
- (iv) is considered a public record pursuant to the California Public Records Act, codified at California Government Code sections 6250 et seq.; or
- (v) is required to be disclosed pursuant to law or a court order, provided that Contractor gives written notice of such requirement to the Commission Parties prior to such disclosure, if permitted by law; such written notice shall be reasonably calculated to provide the Commission Parties sufficient time and information to seek a protective order or other appropriate legal protection against disclosure prior to the disclosure.

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

6. **Insurance Requirements.** Contractor shall not commence work until Contractor has obtained, at its sole cost and expense, all insurance required pursuant to this Section and comply with the other requirements of this Section.

(a) **Requirements for All Policies.** All commercial general liability, commercial automobile liability, and errors and omissions insurance policies required pursuant to this Section shall comply with the following:

- (i) Each policy shall contain an endorsement stating that the policy may not be cancelled or materially altered or amended except upon written notice to the Commission Parties via certified mail, deposited at least thirty (30) days prior to the effective date thereof.
- (ii) Each policy shall contain an endorsement adding the Commission Parties, the Authority, and the City, and their respective elected and appointed officials, officers, agents, employees, and representatives as additional insureds.
- (iii) Each policy shall contain an endorsement stating it is primary and non-contributory to any insurance that may be carried by the Commission Parties, the Authority, or the City.

(iv) Each policy shall contain an endorsement waiving subrogation against the Commission Parties, the Authority, and the City, and each of their respective elected or appointed commissioners, officers, employees, members, council members, or agents for losses paid by Contractor's insurers that arise out of or in relation with Contractor's performance under this Agreement.

(v) No policy may contain an endorsement or other language limiting liability in scenarios in which an insured has a dispute with another insured or limiting contractual liability.

(b) Commercial General Liability Insurance. At all times during the term of this Agreement, Contractor shall maintain commercial general liability insurance, written on an ISO occurrence form CG 00 01 07 98, or an equivalent form providing coverage at least as broad, which shall cover liability arising from any and all personal injury, bodily injury, and property damage in the amount of at least \$1,000,000 per occurrence, subject to an annual aggregate of at least \$2,000,000. In addition to the endorsements required by Subsection (a), the policy shall contain an endorsement excluding all costs of defense from the policy limits.

(c) Commercial Automobile Liability Insurance. At all times during the term of this Agreement, Contractor shall maintain commercial automobile liability insurance for all of Contractor's automobiles (including owned, hired, and non-owned automobiles) that will be used in the performance of Contractor's duties and obligations pursuant to this Agreement, written on an ISO form CA 00 01 12 90 or later version of this form, or an equivalent form providing coverage at least as broad, which shall cover liability arising from any and all personal injury, bodily injury, and property damage, with a combined single limit of at least \$1,000,000 per occurrence. The insurance policy shall reflect coverage for any automobile ("any auto").

(d) Intentionally omitted.

(e) Workers' Compensation Insurance. At all times during the term of this Agreement, Contractor shall maintain workers' compensation insurance for Contractor's employees who perform Contractor's duties and obligations under this Agreement, to the extent and in the minimum amount required by the California law, with a minimum of \$1,000,000 of employer's liability coverage.

(f) Additional Requirements. In addition to the foregoing requirements, Contractor shall comply with the following requirements:

(i) Carriers. All carriers shall have a rating of "A-" or better as determined by A.M. Best Company, Inc.'s Financial Strength Ratings, shall be licensed to do business in the State of California, and shall be subject to the approval of the Commission Parties. The Commission Parties will accept non-admitted "surplus lines" carriers only if licensed to do business in the State of California and listed on the current "List of Approved Surplus Lines Insurers" maintained by the California Department of Insurance.

(ii) Certificate Holders. The Commission Parties, the Authority, and the City shall be named as certificate holders on all insurance policies.

(iii) Timing. All insurance required by this Section must be bound and evidenced by certificates of insurance delivered to the Commission Parties prior to the commencement of the Initial Term and shall remain in full force and effect during the entire term of the Agreement, as extended from time to time, and for such term thereafter as the Commission Parties may reasonably specify.

(iv) Deductibles. All deductibles and retentions shall be Contractor's sole responsibility.

(v) No Limitation on Liability. Contractor's liability shall not be limited in any way as a result of the insurance policies required by this Section.

(vi) No Increased Exposure. Contractor shall not modify any policy or endorsement required by this Section if doing so would increase the Commission Parties' exposure to loss during the term of this Agreement.

(vii) Additional Insurance. Contractor may obtain additional insurance not required by this Agreement.

(viii) Expiration. Prior to the expiration of an insurance policy required by this Section, Contractor shall provide the Commission Parties with certificates evidencing that new or extended policies have been obtained that continue to meet the requirements of this Section. Contractor shall provide all endorsements for any new or extended policy within fifteen (15) days of the expiration date of such policy's predecessor.

(g) Commission Parties' Review of Policies. Upon the Commission Parties' request, Contractor shall promptly submit to the Commission Parties a copy of any policy required by this Section. If the Commission Parties determine that any such policy is insufficient in light of the risk posed by Contractor's performance under the Agreement and in consideration of any change in relevant circumstances, the Commission Parties may unilaterally amend this Agreement to add new coverages, increase coverage limits, reduce deductibles and retentions, or add or remove endorsements, as determined in the Commission Parties' reasonable discretion, and Contractor shall comply with the Agreement as so amended.

7. **Insurance Proceeds**. If Contractor receives insurance proceeds when property owned or provided by the Commission Parties, or procured using funds provided pursuant to this Agreement, has been lost or damaged by fire, casualty, or natural disaster, Contractor agrees to apply those proceeds to the cost of replacing such property.

8. **Casualty, Fire, Natural Disaster, and Misused Property**. When property owned or provided by the Commission Parties, or property procured using funds provided pursuant to this Agreement, is lost or damaged by fire, casualty, or natural disaster, the fair market value shall be calculated on the basis of the condition of such property immediately before the fire, casualty, or

natural disaster, irrespective of the extent of insurance coverage. If any damage to such property results from Contractor's acts or omissions, Contractor agrees to restore the such property to its original condition.

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

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

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

(a) Contractor and its subcontractors shall not deny this Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

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

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

(d) Contractor and its subcontractors shall give written notice of their obligations under this Section 11 to labor organizations with which they have a collective bargaining or other

agreement.

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

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

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

(b) Inspection and Photocopying. At any time during normal business hours and as often as requested, during the term of this Agreement for so long as storage is required pursuant to Subsection (d) below, Contractor shall permit any Inspecting Agency to inspect and photocopy, at Contractor's offices or such other reasonable location requested by any of the foregoing, all Project Records for the purposes of making audits, examinations, excerpts, and/or transcriptions, as well as monitoring and evaluating Contractor's performance of its obligations and duties under this Agreement. An Inspecting Agency may retain copies of Project Records if the Inspecting Agency deems such retention necessary in its sole discretion.

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

(d) Storage. Contractor shall store all Project Records for a period of not less than five (5) years after the Contractor's final submission of all required reports under this Agreement, or five (5) years after the Commission Parties and Contractor make all final payments, or until all pending matters including audits and litigation have been finally resolved, whichever period is longest. All Project Records shall be kept at the Contractor's regular place of business. After the storage period has expired, Contractor shall provide each Inspecting Agency with thirty (30) calendar days written notice of Contractor's intent to dispose of any Project Records. During such 30-day period, Contractor shall provide any and all Project Records to any Inspecting Agency upon such Agency's request, and Contractor shall refrain from disposing of specified Project Records if requested by any Inspecting Agency.

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

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

of this Agreement upon written notice to Contractor, at the sole discretion of the Commission Parties.

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

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

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

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

16. Preparation of Written Reports or Documents. Provided that the total cost for work performed by Contractor pursuant to this Agreement exceeds \$5,000, any document or written report prepared in whole or in part by Contractor for or under the direction of the Commission shall specify the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report. The contract and subcontract numbers and dollar amounts shall be specified in a separate section of such document or written report.

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

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

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

(a) Publish a statement notifying its employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance as defined in schedules I-V of section 202 of the federal Controlled Substance Act is prohibited in Contractor's workplace; such statement shall specify the actions that will be taken against employees for violation of such prohibition.

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

- (i) The dangers of drug abuse in the workplace.
- (ii) Contractor's policy of maintaining a drug-free workplace.
- (iii) Any available drug counseling, rehabilitation, and employee assistance programs.
- (iv) The penalties that may be imposed upon employees for drug abuse violations.

(c) Post the statement required by Subsection (a) in a prominent place at Contractor's main office and at any job site large enough to necessitate an on-site office.

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

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

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

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

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

23. **Waiver**. No failure of a Party to insist upon the strict performance by the other Party of any term, covenant, or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any term, covenant, or condition of this Agreement, shall constitute a waiver of any such breach of such term, covenant, or condition. No waiver of any breach shall affect or alter this Agreement.

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

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

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

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

28. **Partial Invalidity**. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

29. **Governing Law; Jurisdiction and Venue**. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to its principles regarding the conflict of laws. The courts of the State of California shall have exclusive jurisdiction over any dispute, claim, or matter arising out of or related to this Agreement, and venue shall lie exclusively in the Central Division of the Superior Court of the County of San Diego, California.

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

31. **Attorney's Fees and Costs**. In any action involving breach, interpretation, and/or enforcement of the terms of this Agreement, the prevailing party shall be entitled to its costs, expert

witness fees, if any, and reasonable attorneys' fees.

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

The failure of the Commission Parties to make a timely payment to Contractor under this Agreement shall constitute a breach under the terms of the Agreement. Contractor shall give seven (7) days written notice to cure any such breach to the Commission Parties. In the event that the breach is not cured, Contractor shall have the right to terminate this Agreement.

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

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

35. **Contractor Evaluation Program.** An essential component of public works contract administration is the regular evaluation and documentation of contractor performance. During the course of the Agreement, the Commission shall conduct performance evaluations to document Contractor's record of complying with the terms of the Agreement. The Commission shall proactively monitor and manage the performance of Contractor during the term of the Agreement and shall create an objective record of performance that can and may be utilized when evaluating Contractor as a responsible bidder for future bid and proposal submissions, extension or renewal consideration, or termination due to unsatisfactory performance. Contractor evaluation program

and appeal procedures are located on the Commission's website at <https://www.sdhc.org/doing-business-with-us/contracting-and-procurement-services/vendor-information/>, as amended from time to time, and are incorporated herein in full by this reference.

36. **Interests of Current or Former Commissioners, Officers, and Employees.** No commissioner, officer, or employee of the Commission, no member of the governing body of the locality in which the work performed pursuant to this Agreement is situated, no member of the governing body in which the Commission was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the assignment of such work, shall, during such person's tenure, or for one (1) year thereafter, have any interest, direct or indirect, in this Agreement or the proceeds thereof. Any violation of this Section may result in unilateral and immediate termination of this Agreement by the Commission Parties upon written notice to Contractor.

37. **Conflicts of Interest; Disclosure of Economic Interests.** Contractor and its subcontractors shall comply with all applicable federal, state, and local conflict of interest laws and regulations, including, but not limited to, the Commission's Conflict of Interest Code (for purposes of this Section only, the "Code"), a current copy of which may be requested from the Commission. In addition to the other requirements of the Code, and subject to the Commission's determination in writing in accordance therewith, Contractor shall cause each of its officers, directors, partners, limited partners, members, managers, employees, and agents that is determined to be a "consultant" pursuant to the Code to file a completed and executed Statement of Economic Interests (Form 700) with the City's Clerk's Office at the following times:

- (a) No later than thirty (30) days after the execution of this Agreement;
- (b) Annually on or before April 1 of each year;
- (c) Within thirty (30) days after full performance of this Agreement, such date of full performance to be determined by the Commission in its sole discretion;

Contractor shall cause each designated consultant to email a copy of each filed Form 700 to Maurcell Gresham, Director of Procurement, at maurcell@sdhc.org within five business (5) days of filing.

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

Any violation of the Code or this Section shall be deemed a material breach of this Agreement and shall entitle the Commission to terminate this Agreement immediately upon written notice to Contractor.

38. **Procedure for Handling Conflicts of Interest.** Except upon the prior, written consent of the Commission Parties, which it may withhold in its sole and absolute discretion, and in

compliance with the other terms of this Section, Contractor shall not perform services of any kind for any person or entity during the term of this Agreement if so doing appears reasonably likely to result in a Conflict. Notwithstanding the foregoing, this Section shall not apply to any of Contractor's business arrangements with clients that began prior to the execution of this Agreement.

(a) Meet and Confer. Contractor shall promptly notify the Commission Parties in writing in the event a Conflict appears reasonably likely. Thereafter, Contractor shall meet and confer with the Commission Parties to agree upon terms to apply to its arrangements with an affected prospective client, and/or its arrangements with the Commission Parties, in order to continue to perform services for such client and the Commission Parties without compromising the interests of either. Should no agreement regarding modification be reached within a reasonable time thereafter, or should the prospective client refuse to agree to such modification, the Commission Parties may terminate this Agreement immediately upon written notice to Contractor.

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

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

Attachment C
Scope of Work/Specifications

Contractor shall provide services at the properties specified in the List of Properties (the “Properties”), attached hereto as Exhibit 1 and incorporated herein by reference, pursuant to and in accordance with this Scope of Work and the specifications contained herein.

1. GENERAL REQUIREMENTS

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

Contractor shall supply the Commission with the names and phone numbers of all responsible persons representing Contractor in performance of the Work. Contractor shall provide and maintain a valid contractor’s license necessary to perform the Work. 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 licensed, trained, and experienced employees to perform the Work at the Property. The Commission reserves the right to reject the use of any employee or subcontractor proposed for performance of the Work.
- ii. All of Contractor’s personnel shall be required to wear uniforms bearing Contractor’s company name while on the Property. The uniform shall consist of a shirt and/or jacket with Contractor’s company name. Contractor shall ensure that its 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 State of California 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. Providing Service and Response Times

- i. Contractor shall perform work at such times as to minimize disturbance of or interference with residents, visitors, 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 after 5:00 pm or 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 hours per day, seven days per week, including weekends and holidays. Response time for emergency call requests shall be one (1) hour or less.

D. Safety

- i. Contractor shall be responsible for providing a safe work site while performing the Work, including compliance with the standards and regulations of the California Division of Occupational Safety and Health (Cal/OSHA), the United States Occupational Safety and Health Administration (OSHA), the California Manual on Uniform Traffic Control Devices, all other Applicable Law, and the Commission's risk management standards. At all times in performance of the Work, Contractor shall follow industry safety standards and use only industry-approved safety equipment in accordance with the manufacturer's specifications.
- ii. Contactor shall clearly mark all Work areas that might reasonably be expected to endanger the health and safety of residents, visitors, or any other persons. Contractor will provide such signs, markers, and barricades as are reasonably necessary 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 the Commission's property deemed to be caused by Contractor shall be corrected by Contractor at no cost to the Commission.

F. Report Issues that Hinder the Work

Contractor shall alert property management in writing of any issues that hinder performance of the Work. Such issues may include, but are not limited to, residential unit cleanliness, unsafe conditions, and inaccessibility.

G. Resident Employment Opportunity

Contractor shall make a good-faith effort to solicit and hire residents of the Property. The Contractor shall maintain complete records of all such solicitations and other efforts.

H. Contract Monitoring

The Commission will monitor services performed to ensure specifications contained herein are met and shall notify Contractor regarding resolution of any deficiencies.

2. SERVICES TO BE PERFORMED

- a. When and as directed by the Commission, Contractor shall perform Work at the Property. The Work shall be in accordance with standard trade practices and in compliance with Applicable Law.
- b. Contractor shall comply with and perform all Work in accordance with all applicable manufacturer's instructions and shall obtain any licenses or permits required to do the Work.
- c. Contractor shall comply with and adhere to the following requirements when replacing fixtures:
 - 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 Applicable Law, 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: Gas fired, glass lined. Rudd 40 gallon Model #2ZVF40FL (Gas) or P2-40P-2 (Electric). Both with six (6) year warranty.
- iv. During performance of the Work, Contractor shall have at least one journeyman at the Property, unless Contractor receives prior approval from the Commission.
 - e. In addition to any other warranties in this Agreement, for a period of two (2) years from the performance of any Work, Contractor warrants that such Work, whether performed by Contractor or any of its approved subcontractors, conforms to the Scope of Work, shall use only new materials and equipment unless otherwise specified in the Scope of Work, is of good, workmanlike quality, and is free of any defect in equipment, material, or workmanship.
 - f. Upon request, Contractor shall perform other kinds of Work (e.g., auger/clear toilets, waste lines; replace P-traps, wax rings, angle stops, etc.) in accordance with Applicable Law and standards of the trade.
 - g. When and as directed by the Commission, Contractor shall be responsible to perform, with its own forces or with those of qualified, approved subcontractors, all repairs to adjacent surfaces (drywall, concrete, landscape, etc.) that are determined to be incidental and/or related to assigned Work. Subject to the appropriate level of approval, the Commission shall reimburse Contractor for reasonable costs associated with these repairs.
 - h. Upon completion of any Work, Contractor shall clean up the area where such Work was performed and 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. All debris shall be hauled and disposed of in accordance with Applicable Law.
 - i. If, as a result of any Work, services to Property, including, but not limited to, water, gas, or sewer, will be out of service for more than four (4) consecutive hours, Contractor shall immediately call the Commission's representative who assigned the Work, inform such representative of the situation and estimated time of completion, and make recommendations to restore service temporarily, if possible, so as to minimize the impact on residents of the Property.
 - j. Contractor and its approved subcontractors guarantee that all installations and repairs will meet and pass the Commission's quality control inspections. Should a plumbing installation or repair made by Contractor or its approved subcontractor not pass inspection, Contractor or its approved subcontractor shall make all repairs necessary to ensure the installation or repair passes inspection, at no additional cost to Commission.
 - k. Contractor shall provide appropriate equipment to perform the Work. The Commission will not pay extra for labor when labor-saving devices are readily available (e.g., using a shovel instead of a backhoe when customarily used for the service).

- l. Contractor and its employees and approved subcontractors shall be trained and licensed (if required) to remove, install, and maintain natural gas products, including, but limited to, ovens, stoves, water heaters, and gas supply lines.
- m. Contractor and its employees and approved subcontractors shall be trained and licensed (if required) to remove drywall and ceiling material (including acoustic ceilings) necessary to access leak sources.
- n. Contractor shall provide estimates for repairs when requested. If the Commission deems such quote to be unreasonable, it reserves the right to request quotes from other contractors for such service.

Exhibit 1
List of Properties

Public Housing

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

Commission Housing

Street Name	Street Number	Zip Code
34th St.	4720, 4722	92116
35th St.	4756, 4758	92116
39th St.	3010	92105
42nd St.	3617, 3619	92105
44th St.	2716, 2718, 2734, 2736	92105
47th St.	4078	92105
48th St.	4286, 4288, 4290, 4292	92115
A St.	3280	92102
Altadena Ave.	4207, 4209	92115
Arizona St.	4080	92104
Cardinal Rd.	2766	92110
E Jewett St.	2326, 2328, 2330, 2332	92110
Fairmount Ave.	2477, 2477 1/2, 2479, 2481	92105
Hawthorn St.	3081, 3083	92104
Naples St.	4890	92110
Oakcrest Dr.	4050, 4052, 4054, 4056	92105
Rachael Ave.	2325	92139
Streamview Dr.	5955	92105
Swift Ave.	3755, 3757	92104
Tait St.	6511, 6513, 6515, 6517	92111
Van Dyke Ave.	3630, 3632	92105
5th Ave. (Hotel Sandford)	1301	92101
El Cajon Blvd. (Courtyard)	4395 (includes 4262, 4264, 4266, 4268 44th St)	92105
Orange Ave. (Parkcrest)	5330	92115
Maya Linda Rd. (Maya Linda)	10101, 10131, 10141, 10151, 10191	92126

Via Las Cumbres (University Canyon)	2052, 2056, 2060, 2064, 2068, 2072, 2074, 2075, 2078, 2079, 2082, 2085, 2086, 2090	92111
Cuvier St. (La Jolla Marine)	7410, 7412	92037

Belden SDHC FNMA LLC Housing

Street Name	Street Number	Zip Code
Belden St. (Belden Village)	7705, 7713, 7729, 7737, 7745, 7753, 7761, 7777, 7785, 7795	92111

Central SDHC FHA LLC Housing

Street Name	Street Number	Zip Code
44th St.	2628, 2630	92105
44th St.	4225	92115
45th St.	4261	92115
51st Ave.	4566	92115
54th St.	3051	92105
Altadena Ave.	4164	92105
Altadena Ave.	4479, 4481, 4560	92115
Boston Ave.	2883, 2955	92113
Chamoune Ave.	4147, 4157	92105
Highland Ave.	4416	92115
Juniper S.t	4205, 4209, 4211, 4215, 4273, 4275, 4277, 4279, 4281, 4283	92105
Maple St.	4390	92105
Market St.	4451, 4453, 4455, 4457, 4459	92102
Meade Ave.	5316	92115
Poplar St.	4180, 4182	92105
Rex Ave.	5326, 5328, 5330, 5330 1/2, 5332, 5332 1/2	92105
Santa Margarita St.	5359, 5369, 5379, 5389	92114
Saranac St.	7281, 7289	92115

Central SDHC FNMA LLC Housing

Street Name	Street Number	Zip Code
30th St.	2932, 3012, 3030, 3217	92104
32nd St.	4729	92104
33rd St.	4541, 4632, 4751	92116
36th St.	4254	92104
37th St.	4164	92105
38th St.	4343	92105
38th St.	4575, 4579	92116
Alabama St.	3755, 3761	92104

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

Northern SDHC FHA LLC Housing

Street Name	Street Number	Zip Code
El Camino Real	12643, 12645, 12649, 12651, 12653, 12657, 12659, 12663, 12665, 12669, 12671, 12675, 12679, 12681, 12683, 12687	92130
Figueroa Ave.	2701, 2703, 2705, 2707, 2709, 2711	92109
Glenhaven St.	8637, 8639, 8641, 8643, 8649, 8651, 8653, 8655, 8661, 8663, 8665, 8667, 8701, 8703, 8705, 8707	92123
Grand Ave.	2045, 2049	92109
Hornblend St.	2644	92109
Hurlbut St.	8714, 8716, 8718, 8720, 8726, 8728, 8730, 8732	92123
Mira Mesa Blvd.	8792, 8816	92123
Muir Ave.	5071, 5071 1/2, 5073, 5073 1/2, 5075, 5075 1/2, 5077, 5077 1/2	92107
Pulitzer Pl.	4055, 4057, 4059, 4061, 4063, 4065, 4069, 4071, 4073, 4075, 4079, 4081, 4083	92122

Northern SDHC FNMA LLC Housing

Street Name	Street Number	Zip Code
1st Ave.	3501	92103
Eastman St.	7105, 7109, 7113, 7114, 7120	92111

Levant St.	7085, 7095	92111
Fulton St.	7526, 7532, 7538, 7544, 7550, 7556, 7568, 7574, 7580	92111
Genesee Ave.	2615, 2635, 2665	92111
Maryland St.	4131	92103

Southern SDHC FHA LLC Housing

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

Attachment D Compensation Terms

During normal business hours (8:00 am to 5:00 pm, Monday through Friday), the Commission shall pay Contractor at the rate of \$128 per hour for journeymen and \$83 per hour for apprentices. Outside of normal business hours, including during Commission-recognized holidays, and for emergency calls, the Commission shall pay Contractor at the rate of \$248 per hour for journeymen and \$160 per hour for apprentices. All hourly rates are fully burdened and inclusive of all costs of labor, taxes, fees, and expenses, except for parts, equipment rental, and materials, for which Contractor may seek reimbursement at cost. Any request for reimbursement shall be submitted to the Commission Parties in conjunction with the invoice for services to which it relates, along with documentary evidence that Contractor incurred such cost or expense, such as a receipt or materials invoice. Any item of cost or expense not substantiated by documentary evidence, and any mark-up or other addition to the actual cost of such item, will be ineligible for reimbursement.

Invoices

Contractor shall submit, with each invoice, a list of all areas serviced, categorized by Property, and include the corresponding purchase order numbers and a detailed specification of services performed, including arrival and departure times of all employees and approved subcontractors at each Property served.

Travel time required of one of Contractor's employees after such employee initially reports to the first place at which the employee's presence is required by Contractor shall be compensated at no less than required by the Prevailing Wage Notification, and includes travel to the Property, whether from Contractor's yard, shop, or another public work site, or a private job site.

Contractor shall minimize overstaffing for minor repairs. If Contractor is found to be overstaffing for repairs, based upon customary trade practices, the Commission reserves the right to pay only for services that are reasonably necessary in accordance with such practices.

Contractor shall comply with the Invoice Requirements for all invoices, in addition to the requirements specified by this Scope of Work.

Attachment E
Prevailing Wage Attachment

CALIFORNIA PREVAILING WAGE

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

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

A. Contractor shall pay all workers performing work under this Agreement the prevailing wage rates specified by the California Department of Industrial Relations (DIR) for each craft, classification, and type of work pursuant to **State Prevailing Wage Determination 2022-1**. Copies of such determinations are available at the Commission's offices and may be made available upon any interested party's request.

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

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

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

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

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

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

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

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

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

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

- J. In accordance with California Labor Code section 1771.4, the work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR.
- K. Contractor shall post all job site notices required by applicable laws and regulations.
- L. Contractor shall secure the payment of compensation to its employees pursuant to California Labor Code section 3700.

Payroll Reporting Requirements

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

1. On a weekly basis, complete, accurate, and certified payroll reports shall be submitted to the Commission using DIR's Public Works Payroll Report Form (Form A-1-131) in original form with wet signatures, or using the Commission's electronic reporting service provider, eComply Solutions.
2. On a monthly basis, electronic certified payroll reports shall be submitted using the DIR's online portal, located at <https://www.dir.ca.gov/public-works/certified-payroll-reporting.html>.
3. Proof of actual payment of wages to all employees.
4. Proof of actual payment of fringe benefits to all employees.
5. Proof of the use of apprentices as and when required by law.

Labor Compliance Requirements

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

FEDERAL PREVAILING WAGE

Pursuant to federal law, Contractor shall pay wages for each trade or craft in accordance with **Federal Prevailing Wage Determination CA20220001, Modification #7, published 07/22/22.**

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

1. Minimum Wages

i. All maintenance laborers and mechanics employed under this Agreement in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii.

A. Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Agreement shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

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

(3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.

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

2. **Withholding of Funds**

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

3. **Records**

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

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

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

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

4. Apprentices and Trainees

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

A. A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice;

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

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

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

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

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

v. In the event OATELS, state apprenticeship agency recognized by OATELS

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

5. Disputes Concerning Labor Standards

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

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

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

C. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set

forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

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

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

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

i. **Overtime Requirements.** No Contractor or subcontractor contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

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

iii. **Withholding for Unpaid Wages and Liquidated Damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such Agreement or any federal contract with Contractor, or any other federally-assisted contract subject to the Agreement Work Hours and Safety Standards Act, which is held by Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in

Subsection (b) of this clause.

7. Subcontracts

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

8. Non-Federal Prevailing Wage Rates

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

Payroll Reporting Requirements

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

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

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Labor Compliance Requirements

Prior to commencing work under this Agreement, Contractor and each of its subcontractors shall submit the following forms to the Commission: Authorized Signatory, Checklist of Labor Law Requirements, Fringe Benefit Statement, List of Trades and/or Crafts, and Project Contact Sheet. These forms can be found on the Commission’s website at <https://www.sdhc.org/doing-business-with-us/labor-compliance/>.

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

Contractor:

Grading Plumbing Site Construction, Inc. dba GPS Plumbing

By: _____
Name: _____
Title: _____
Email: _____
DIR Reg. #: _____

Date: _____

Attachment F
COVID-19 Protocols and Acknowledgment

Notice and Acknowledgment Regarding Operations During COVID-19 Pandemic

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

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

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

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

Contractor:

Grading Plumbing Site Construction, Inc. dba GPS Plumbing

By: _____

Date: _____

Name: _____

Title: _____

Attachment G Invoice Requirements

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

Maximum Compensation

The total invoiced compensation for all services performed or supplies and/or materials provided shall not exceed the amount specified in Article 3 of the Contract or, as applicable, the amount specified in any purchase order or work order. Contractor acknowledges that the Commission is under no obligation to compensate Contractor for services rendered or expenses incurred in excess of such specified amounts. Contractor shall monitor its activities and those of its subcontractors to ensure that the work required by this Contract is within such constraints and no charges are incurred in excess of the specified amounts. In the event that the work under the Contract may not be capable of completion within the specified time for performance, or it appears that the maximum specified amounts may be exceeded before the completion of work under this Contract, Contractor shall promptly notify the Contracting Officer.

Elements of a Proper Invoice

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

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

Invoice Submittal Methods

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

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

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

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

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

Defective Invoices

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

Inquiries

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

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

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

Credit Holds

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

Contractor hereby acknowledges that it has ready and understood the Invoice Requirements and shall comply therewith.

Contractor:

Grading Plumbing Site Construction, Inc. dba GPS Plumbing

By: _____
Name: _____
Title: _____

Date: _____

Attachment H General HUD Provisions

1. **HUD Definitions.** For purposes of the Agreement, the following terms, when capitalized, shall have the following meanings, unless the context clearly requires otherwise:

(a) In addition to the definition specified by the Agreement, “Inspecting Agency” shall also mean HUD, the Comptroller General of the United States, and their respective duly authorized representatives.

(b) Intentionally omitted.

(c) “Section 3 of the FHA” means section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u.

2. **Clean Air and Water.** Contractor and its subcontractors shall comply with the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq., and regulations promulgated pursuant thereto in the facilities in which this Agreement is to be performed.

3. **Energy Efficiency.** Contractor and its subcontractors shall comply with mandatory standards and policies relating to energy efficiency that are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. No. 94-163, for the State of California.

4. **Contract Disputes.** Notwithstanding anything in the Agreement to the contrary, all claims of Contractor and its subcontractors arising under or related to this Agreement shall be resolved pursuant to the Commission’s Procurement Policy, as the same may be amended from time to time, a copy of which may be obtained from the Commission upon request.

5. **Federal Records Requirements.** In addition to the requirements of the Agreement, Contractor shall maintain all records required by and in accordance with 2 C.F.R. pt. 200.

6. **Uniform Administrative Requirements.** Contractor shall comply with the uniform administrative requirements specified by 2 C.F.R. pt. 200.

7. **Lobbying and Political Activities.** 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:

(a) No federal appropriated funds have been paid or will be paid by or on behalf of Contractor to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, 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, or 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 and such payment would otherwise have violated Subsection (a) above, Contractor will complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with the instructions of such form;

(c) Contractor will require that the above-stated language be included in all subcontracts, subgrants, loans, contracts, and cooperative contracts concerning the subject matter of this Agreement; and

(d) Contractor and all of its subcontractors, at all times, shall certify compliance with the provisions of the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended from time to time.

(e) Intentionally omitted.

8. **Interest of Members of Congress.** No Member of, Resident Commissioner of, or delegate to, the Congress of the United States of America shall be admitted to any share or part of this Agreement or to any benefit arising therefrom; provided, this Section 8 shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

9. **Section 3 of the Federal Fair Housing Act.** The Parties agree to comply with and effectuate the requirements of Section 3 of the FHA, as required by 24 C.F.R. pt. 75. The purpose of Section 3 of the FHA 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 federal 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 and its subcontractors 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 directed to such individuals in the order of priority set forth at 24 C.F.R. §§ 75.9 and 75.19.

10. **Debarment and Suspension.** Contractor shall not award any subcontract to a subcontractor listed on the governmentwide exclusions lists published by the federal System for Award Management.

11. **Procurement of Recovered Materials.** Contractor and its subcontractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, in accordance with regulations promulgated pursuant thereto by the Environmental Protection Agency at 40 C.F.R. pt. 247.

12. **Lead-based Paint.** Contractor and its subcontractors shall comply with the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. §§ 4821-4846, the Residential Lead-Based Paint Hazardous Reduction Act of 1992, 42 U.S.C. §§ 4851-4856, and regulations promulgated pursuant thereto in 24 C.F.R. pt. 35, subpts. A, B, H, J, K, M, and R.

13. **Section 504 of the Rehabilitation Act of 1973.** Contractor and its subcontractors shall comply with section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, and the regulations promulgated pursuant thereto at 24 C.F.R. pt. 8.

14. **Assistance to Small and Other Businesses.** Consistent with Executive Orders 11625, 12138, and 12432, and 2 C.F.R. § 200.321, Contractor shall take affirmative steps to ensure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible. Such efforts shall include, but are not limited to: (i) placing qualified small and minority businesses and women’s business enterprises on solicitation lists; (ii) assuring the solicitation of such firms whenever they are potential sources; (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 encourage participation by such firms; and (v) using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

15. Intentionally omitted.

16. Intentionally omitted.

17. Intentionally omitted.