

**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10090135-24-R,
Residential Lead Hazard Abatement and Hazardous Waste Disposal Services**

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # 10090135-24-R, Residential Lead Hazard Abatement and Hazardous Waste Disposal Services (Contractor).

RECITALS

On or about 3/18/2024, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide the services.

City wishes to retain Contractor to provide Residential Lead Hazard Abatement and Hazardous Waste Disposal Services as further described in the Scope of Work, attached hereto as Exhibit B. (Services).

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

**ARTICLE I
CONTRACTOR SERVICES**

1.1 Scope of Work. Contractor shall provide the Services to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Services.

1.2 General Contract Terms and Provisions. This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

1.3 Contract Administrator. The Environmental Services Department (Department) is the Contract Administrator for this Agreement. Contractor shall provide the Services under the direction of a designated representative of the Department as follows:

Amanda Santifer, Program Manager
9601 Ridgehaven Ct. 310
San Diego CA, 92123
ASantifer@sandiego.gov
858-573-1261

**ARTICLE II
DURATION OF CONTRACT**

2.1 Term. This Contract shall be for a period of One (1) year beginning on the Effective Date. City may, in its sole discretion, extend this Contract for Four (4) additional One (1) year period(s). The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

2.2 Effective Date. This Contract shall be effective on the date it is executed by the last Party to sign the Contract, and approved by the City Attorney in accordance with San Diego Charter Section 40.

**ARTICLE III
COMPENSATION**

3.1 Amount of Compensation. City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed \$3,000,000.00

**ARTICLE IV
WAGE REQUIREMENTS**

4.1 By submitting a response to this RFP, Contractor certifies that he or she is aware of, and agrees to comply with, the wage provisions described in Exhibit D, Wage Requirements, which is incorporated herein by reference, before commencing Services.

**ARTICLE V
CONTRACT DOCUMENTS**

5.1 Contract Documents. The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto, the RFP; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the RFP, if any.

5.2 Contract Interpretation. The Contract Documents completely describe the Services to be provided. Contractor will provide any Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

5.3 Precedence. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The 1st document has the highest priority. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

- 1st Any properly executed written amendment to the Contract
- 2nd The Contract
- 3rd The RFP and the City's written acceptance of any exceptions or clarifications to the RFP, if any
- 4th Contractor's Pricing

5.4 **Counterparts.** This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

5.5 **Public Agencies.** Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

CITY OF SAN DIEGO
A Municipal Corporation

Grondin Construction
Proposer

BY:

C. Abarca

9903 Businesspark Ave 101
Street Address

Print Name:

Claudia C. Abarca

San Diego
City

Director, Purchasing & Contracting
Department

858 549-1682
Telephone No.

August 29, 2024

grondinconstruction@msn.com
E-Mail

Date Signed

BY:

Anthony Grondin
Signature of
Proposer's Authorized
Representative

Approved as to form this 29 day of
August, 2024.
MARA W. ELLIOTT, City Attorney

Anthony Grondin
Print Name

BY:

William Smith

President
Title

Deputy City Attorney

4/12/24
Date

William Smith

**EXHIBIT A
PROPOSAL SUBMISSION AND REQUIREMENTS**

A. PROPOSAL SUBMISSION

1. Timely Proposal Submittal. Proposals must be submitted as described herein to the Purchasing & Contracting Department (P&C).

1.1 Reserved.

1.2 Paper Proposals. The City will accept paper proposals in lieu of eProposals. Paper proposals must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed proposals will not be accepted.

1.3 Proposal Due Date. Proposals must be submitted prior to the Closing Date indicated on the eBidding System. E-mailed and/or faxed proposals will not be accepted.

1.4 Pre-Proposal Conference. No pre-proposal conference will be held for RFP.

1.5 Questions and Comments. Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all proposers who are on record as having received this RFP, via its eBidding System. No oral communications can be relied upon for this RFP. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this RFP.

1.6 Contact with City Staff. Unless otherwise authorized herein, proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are prohibited from communicating with City staff about this RFP from the date this RFP is issued until a contract is awarded.

2. Proposal Format and Organization. Unless electronically submitted, all proposals should be securely bound and must include the following completed and executed forms and information presented in the manner indicated below:

Tab A - Submission of Information and Forms.

2.1 Completed and signed Contract Signature Page. If any addenda are issued, the latest Addendum Contract Signature Page is required.

2.2 Exceptions requested by proposer, if any. The proposer must present written factual or legal justification for any exception requested to the Scope of Work, the

Contract, or the Exhibits thereto. Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of proposer's exceptions, reject proposer's exceptions, and deem the proposal non-responsive, or award the Contract without proposer's proposed exceptions. The City will not consider exceptions addressed elsewhere in the proposal.

2.3 The Contractor Standards Pledge of Compliance Form.

2.4 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

2.5 Reserved.

2.6 Reserved.

2.7 Reserved.

2.8 Additional Information as required in Exhibit B.

2.9 A completed copy of Attachment 6–Licenses, Registrations and Certifications

Tab B – Executive Summary and Responses to Specifications.

2.10 A title page.

2.11 A table of contents.

2.12 An executive summary, limited to one typewritten page, that provides a high-level description of the proposer's ability to meet the requirements of the RFP and the reasons the proposer believes itself to be best qualified to provide the identified services.

2.13 Proposer's response to the RFP.

Tab C – Cost/Price Proposal (Attachment 7). Proposers shall submit a cost proposal in the form and format described herein. Failure to provide cost(s) in the form and format requested may result in proposal being declared non-responsive and rejected.

3. Proposal Review. Proposers are responsible for carefully examining the RFP, the Specifications, this Contract, and all documents incorporated into the Contract by reference before submitting a proposal. If selected for award of contract, proposer shall be bound by same unless the City has accepted proposer's exceptions, if any, in writing.

4. Addenda. The City may issue addenda to this RFP as necessary. All addenda are incorporated into the Contract. The proposer is responsible for determining whether addenda were issued prior to a proposal submission. Failure to respond to or properly address addenda may result in rejection of a proposal.

5. Quantities. The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the demands of the City. Any variations from the estimated quantities shall not entitle the proposer to an adjustment in the unit price or any additional compensation.

6. Quality. Unless otherwise required, all goods furnished shall be new and the best of their kind.

6.1 Items Offered. Proposer shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the proposal.

6.2 Brand Names. Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality, or reliability standards and requirements of the City. Proposer may offer an equivalent or equal in response to a brand name referenced (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of contract. If the proposer offers an item of a manufacturer or vendor other than that specified, the proposer must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the proposer's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.

7. Modifications, Withdrawals, or Mistakes. Proposer is responsible for verifying all prices and extensions before submitting a proposal.

7.1 Modification or Withdrawal of Proposal Before Proposal Opening. Prior to the Closing Date, the proposer or proposer's authorized representative may modify or withdraw the proposal by providing written notice of the proposal modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

7.2 Proposal Modification or Withdrawal of Proposal After Proposal Opening. Any proposer who seeks to modify or withdraw a proposal because of the proposer's inadvertent computational error affecting the proposal price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The proposer shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the proposer to prove the inadvertent error. If, as a result of a proposal modification, the proposer is no longer the apparent successful proposer, the City will award to the newly established apparent successful proposer. The City's decision is final.

8. Incurred Expenses. The City is not responsible for any expenses incurred by proposers in participating in this solicitation process.

9. Public Records. By submitting a proposal, the proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the

CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the proposer must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the proposer does not provide a specific and detailed legal basis for requesting the City to withhold proposer's confidential or proprietary information at the time of proposal submittal, City will release the information as required by the CPRA and proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the proposer's obligation to defend, at proposer's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the proposer's request. Furthermore, the proposer shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at proposer's request. Nothing in the Contract resulting from this proposal creates any obligation on the part of the City to notify the proposer or obtain the proposer's approval or consent before releasing information subject to disclosure under the CPRA.

10. Right to Audit. The City Auditor may access proposer's records as described in San Diego Charter section 39.2 to confirm contract compliance.

B. PRICING

1. Fixed Price. All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this RFP. The lowest total estimated contract price of all the proposals that meet the requirements of this RFP will receive the maximum assigned points to this category as set forth in this RFP. The other price schedules will be scored based on how much higher their total estimated contract prices compare with the lowest:

$$(1 - \frac{(\text{contract price} - \text{lowest price})}{\text{lowest price}}) \times \text{maximum points} = \text{points received}$$

For example, if the lowest total estimated contract price of all proposals is \$100, that proposal would receive the maximum allowable points for the price category. If the total estimated contract price of another proposal is \$105 and the maximum allowable points is 60 points, then that proposal would receive $(1 - ((105 - 100) / 100)) \times 60 = 57$ points, or 95% of the maximum points. The lowest score a proposal can receive for this category is zero points (the score cannot be a negative number). The City will perform this calculation for each Proposal.

2. Taxes and Fees. Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of proposals.

3. Escalation. An escalation factor is not allowed unless called for in this RFP. If escalation is allowed, proposer must notify the City in writing in the event of a decline in

market price(s) below the proposal price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

4. Unit Price. Unless the proposer clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire proposal, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

C. EVALUATION OF PROPOSALS

1. Award. The City shall evaluate each responsive proposal to determine which proposal offers the City the best value consistent with the evaluation criteria set forth herein. The proposer offering the lowest overall price will not necessarily be awarded a contract.

2. Sustainable Materials. Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

3. Evaluation Process.

3.1 Process for Award. A City-designated evaluation committee (Evaluation Committee) will evaluate and score all responsive proposals. The Evaluation Committee may require proposer to provide additional written or oral information to clarify responses. Upon completion of the evaluation process, the Evaluation Committee will recommend to the Purchasing Agent that award be made to the proposer with the highest scoring proposal.

3.2 Reserved.

3.3 Reserved.

3.4 Discussions/Negotiations. The City has the right to accept the proposal that serves the best interest of the City, as submitted, without discussion or negotiation. Contractors should, therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals. The City may negotiate the terms of a contract with the winning proposer based on the RFP and the proposer's proposal, or award the contract without further negotiation.

3.5 Inspection. The City reserves the right to inspect the proposer’s equipment and facilities to determine if the proposer is capable of fulfilling this Contract. Inspection will include, but not limited to, survey of proposer’s physical assets and financial capability. Proposer, by signing the proposal agrees to the City’s right of access to physical assets and financial records for the sole purpose of determining proposer’s capability to perform the Contract. Should the City conduct this inspection, the City reserves the right to disqualify a proposer who does not, in the City’s judgment, exhibit the sufficient physical and financial resources to perform this Contract.

3.6 Evaluation Criteria. The following elements represent the evaluation criteria that will be considered during the evaluation process:

	MAXIMUM EVALUATION POINTS
	<hr/>
A. Responsiveness to the RFP.	20
1. Requested information included and thoroughness of response	
2. Understanding of the project and ability to deliver as exhibited in the Executive Summary.	
3. Technical Aspects	
B. Staffing Plan.	25
1. Qualifications of personnel meet the specified requirements	
2. Number and availability/geographical location of personnel for required tasks	
3. Clearly defined Roles/Responsibilities of personnel	
4. Certification documentation is provided for staff, per requirements.	
C. Firm's Capability to provide the services and expertise and Past Performance.	30
1. Provide relevant experience specified in the Scope of Work	
2. Other pertinent experience and expertise provided	
3. Location in the general geographical area of the project	
4. Information provided on previous performance for similar projects	
5. Reference Checks	
D. Price.	10
E. Regulatory Compliance	15
1. Contractor provides detailed information to demonstrate they are in good regulatory standing as specified in the Scope of Work.	
SUB TOTAL MAXIMUM EVALUATION POINTS:	<hr/> 100
F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*	12
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	<hr/> 112 <hr/>

*The City shall apply a maximum of an additional 12 percentage points to the proposer's final score for SLBE OR ELBE participation. Refer to Equal Opportunity Contracting Form, Section V.

D. ANNOUNCEMENT OF AWARD

1. Award of Contract. The City will inform all proposers of its intent to award a Contract in writing.

2. Obtaining Proposal Results. No solicitation results can be obtained until the City announces the proposal or proposals best meeting the City's requirements. Proposal results may be obtained by: (1) e-mailing a request to the City Contact identified on the eBidding System or (2) visiting the P&C eBidding System to review the proposal results. To ensure an accurate response, requests should reference the Solicitation Number. Proposal results will not be released over the phone.

3. Multiple Awards. City may award more than one contract by awarding separate items or groups of items to various proposers. Awards will be made for items, or combinations of items, which result in the lowest aggregate price and/or best meet the City's requirements. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

E. PROTESTS. The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful proposers with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

F. SUBMITTALS REQUIRED UPON NOTICE TO PROCEED. The successful proposer is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice to Proceed letter:

1. Insurance Documents. Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions.

2. Taxpayer Identification Number. Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

3. Business Tax Certificate. Unless the City Treasurer determines a business is exempt, all businesses that contract with the City must have a current business tax certificate.

EXHIBIT B - SCOPE OF WORK

A. SCOPE OF WORK

1. **Background** The City of San Diego's Lead-Safety and Healthy Homes Program is dedicated to safe and healthy housing for the residents of San Diego and serves as the primary liaison for connecting the community with resources to prevent childhood lead poisoning. The City has been awarded \$15,000,000 as part of a lawsuit settlement to fund the San Diego Residential Lead Abatement Program (SDRLAP). This program will primarily fund the evaluation and abatement of lead hazards in targeted privately owned residential properties. The SDRLAP will, in large part, be modeled after existing U.S. Department of Housing and Urban Development (HUD) Office of Lead Hazard Control and Healthy Homes grant funded programs for the purpose of having appropriate contracts and procedures in place such that the City will be able to more readily apply for and administer these programs.

2. **Objective** The City of San Diego is seeking the services of licensed Contractors (General B Contractors License OR B-2 Residential Remodeling Classification) who are qualified to provide residential lead hazard abatement and hazardous waste disposal services. The awarded *respondent* will provide lead hazard remediation in residential housing units on an as-needed basis. The contract duration is one year with four (4) additional one (1) year options to renew and it is estimated that between 300-350 residential units will be remediated of lead hazards as part of this contract.

3. **Definitions** The following definitions are applicable to this Scope of Work. *City* means the City of San Diego or any service provider, other than the respondent, that has been subcontracted to provide relevant services to the City of San Diego. These services may include but are not limited to: the scheduling of projects and individual units for job walks, resident relocation services, conducting lead hazard evaluations and developing related reports and lead hazard remediation specifications; and project monitoring and clearance testing of lead hazard abatement activities.

Respondent means any agency that responds to this Request for Proposal (RFP), and any agency who has subsequently been authorized (awarded a contract or issued a Purchase Order) in response to this RFP.

Project means one or more residential properties.

Project Designer means an individual who develops a lead hazard remediation scope of work for an individual project.

Regulated Area means an area in which work is being performed that disturbs or removes paint and to which access is restricted to prevent migration of paint contaminants.

4. Project Procedures

(a) **Pre-Construction Meeting** The *City* will provide the *respondent* a location, date and time of a scheduled pre-construction meeting and an initial draft of a written abatement plan (attached herein as Attachment 1) for each tentative project. The draft abatement plan will include the scope of work that identifies specific lead hazard control and rehabilitation treatments to be conducted. The Project Designer will meet with the *respondent*

to review the site conditions, ensure the *respondent* is fully aware of the abatement specifications and has all the information needed to complete the work, including but not limited to, meeting all permitting and historic district requirements, the ability to estimate the required timelines and project costs, finalize the abatement plan, determine the required occupant protection and worksite preparation measures including if resident relocation will or will not be required as noted below, make determinations related to ensuring appropriate waste storage requirements are met, and make detailed component measurements, if applicable.

Residents will be relocated prior to construction activities unless:

- The activities affect only the exterior of the dwelling unit, and windows, doors, ventilation intakes, and other openings in or near the regulated area are sealed during the course of the activities and cleaned afterward, and at least one entrance is free of lead-contaminated dust, lead-contaminated soil, and lead paint contaminants.
- The activities in the interior of the dwelling unit will be started and completed during the daytime within eight consecutive hours, the regulated area is contained so as to prevent the release of lead-contaminated dust and lead paint contaminants into other areas, and the activities do not create other safety, health, or environmental hazards (e.g., exposed live electrical wiring, release of toxic fumes, or on-site disposal of hazardous waste); or
- The activities in the interior of the dwelling unit will be completed within five consecutive days, the regulated area is secure so as to prevent the release of lead-contaminated dust and lead paint contaminants into other areas, the activities do not create other safety, health, or environmental hazards, and, at the end of work on each day, the regulated area and the area within at least ten feet of the regulated area is cleaned to remove any visible dust or debris, and occupants have safe access to sleeping areas and bathroom and kitchen facilities.

(b) Permit Requirements

Respondent is to obtain all required permits as needed to complete the scope of work.

(c) Project Proposal The *respondent* shall furnish the following documents no later than 5:00 p.m., five (5) working days after the scheduled pre-construction meeting.

1. A finalized abatement plan signed by the *respondent*.
2. The crew size that will be allocated full time to the project through project completion.
3. The estimated number of days required to complete the Project. Note: The estimated number of days provided to the City will be used to determine a total stipend payment issued to each household.
4. Cost Estimate: A project specific fully burdened cost estimate is to be included with each project proposal. The estimate is to include:
 - The total number of Certified Supervisor billable hours
 - The total number of Lead Certified Worker billable hours

Reimbursable labor costs are limited to actual hours worked at each project site as documented on the labor sheets described in Lead Hazard Remediation section 4(g).

(d) Project Preparation After being notified by the *City* of a site-specific award of contract, a *City* representative will schedule meetings with the *respondent* and

individual property owner to establish a scheduled start date for the project as well as a start date for individual residential units.

Prior to the scheduled start date, the *respondent* is to provide the assigned *City* representative the following:

1. Current California Lead-Related Construction certifications, Certificate of Lead Worker's Acknowledgment forms (attached herein as Attachment 2), fit test, and medical clearance for any worker whose current forms and certifications have not already been furnished to the *City*.
2. Copies of the Safety Data Sheets of products the *respondent* intends to use which have not previously been provided to the *City*.
3. Type of primer and paint to be used for the project which have not previously been approved for usage by the *City*.
4. A list of construction materials with the associated supplier.

(e) **Notifications** At least five (5) calendar days prior to starting work, the *respondent* shall submit a completed California Department of Public Health (CDPH) Abatement of Lead Hazards Notification form CDPH 8551 (current version) to the CDPH and to the assigned *City* representative by email. Prior to starting work, the *Respondent* shall post copies of the completed form at all entrances to the work site. The forms shall not be removed until all abatement has been completed and area has passed clearance.

At least 24 hours before starting work, the *respondent* must provide notification as required to the State of California Department of Industrial Relations, Division of Occupational Safety and Health. The completed Lead Work Pre-Job Notification Form (available online at <https://www.dir.ca.gov/DOSH/leadnotification.pdf>) shall be delivered to the of CAL OSHA San Diego District Office (DOSHSD@dir.ca.gov) and to the assigned *City* representative.

Prior to the start of work, the *respondent* must provide each effected household a copy of the lead hazard information pamphlet "Renovate Right" and document the delivery in accordance with the notification requirements of 40 CFR Part 745, Subpart E, "Residential Property Renovation" (the Lead-Based Paint Renovation, Repair, and Painting Program Rule).

(f) **Worksite Conditions** Worksite preparation is required to meet the minimum standards per table 8.1 of the 2012 HUD guidelines.

The existing building shall be maintained in a safe condition throughout the lead hazard control activities. *Respondent* shall be responsible for adhering to all applicable building codes and fire safety requirements. All site rules and regulations affecting the work shall be followed while engaged in project activities. All areas will be kept free of accumulated waste, materials, trash and debris.

Respondent shall secure the *regulated area* to prevent access by locking doors, gates, or other means of preventing access to unauthorized personnel. No unauthorized personnel may be allowed to enter a *regulated area* prior to the area having passed the *City's* final clearance exam. Entry of unauthorized personnel into the work area prior to the area achieving clearance shall be reported immediately to the *respondent's* Certified Supervisor assigned to the project site and to the *City*.

The *respondent's* use of the premises shall be limited to those areas required to complete the scope of work in accordance with these specifications. Water, electricity, and sanitary facilities are typically available at each project site. The *respondent* may utilize water,

electricity, and sanitary facilities (e.g., restrooms), if available during renovation activities. It will be the responsibility of the *respondent* to maintain the existing condition of the property, including these facilities, for the duration of the project.

If the *City* determines that water, power and/or portable toilet facilities are necessary for a specific project and are not otherwise available, *respondent* shall provide such facilities and the *City* will reimburse *respondent* at invoice cost. Portable toilet facilities provided by the *respondent* must include a sink with running water, soap, and paper towels. *Respondent* would be responsible for providing their own electrical hook-ups necessary to perform the services.

Respondent shall provide the *City* with power extension cords upon the *City's* request, so the *City* may perform bulk, dust or air sampling as required.

(g) Lead Hazard Remediation

Respondent shall conduct all lead hazard remediation activities in compliance with the project specific abatement plan and this scope of work.

Respondent shall be responsible for collecting and submitting daily personnel air monitoring samples as required by CAL OSHA. **Note:** The *City* may randomly monitor workers to corroborate personal exposure evaluations.

Respondent shall maintain project labor sign in and sign out sheets for each project worksite.

Respondent shall verify all paint that is required to be removed to substrate by taking and submitting digital photographs of effected areas and maintaining logs which identify the component and location of each image.

(h) Site Security *Respondent* is responsible to maintain security at the worksite at all times.

The following activities are to be conducted whenever the residents have been relocated.

- Prior to the commencement of work the *respondent* shall take digital images of the contents of the home and shall document existing conditions and any pre-existing damage to the property. The images, which are intended to protect the *respondent* from false claims made by the resident or property owner, will be provided to the *City* upon request. Any images taken by the *City* will be made available to the *respondent* by request.
- At or prior to the commencement of lead hazard remediation activities, the *respondent* shall take possession of the relocated residential units by obtaining the keys to the unit and be responsible for project site security for the duration of the project.
- Upon notification that the residence has been cleared of lead hazards, *respondent* will coordinate transfer of the unit and keys back to the resident. At this time, *respondent* will do a walkthrough inspection of the unit with the resident. The result of this inspection is to be documented and must include any claims of damage or missing property noted by the resident. The documentation is to be signed by both the resident and the *respondent* and be provided to the *City*.

(i) Waste Management General *Respondent* shall properly handle and dispose of all waste generated in accordance with all local, state and federal disposal laws, rules, and regulations. **Respondent** shall handle hazardous substances, hazardous wastes, or items and equipment containing hazardous substances or hazardous wastes in a manner that minimizes the possibility of a release. **Respondent** shall ensure that all hazardous substances and wastes are transported off-site upon completion of each project. Contaminated materials found in or around containment areas shall be immediately cleaned-up and stored in an

appropriate waste container. Respondent shall separate any suspect item or waste that may be hazardous or contain a hazardous or regulated component so the City may determine if a Waste Characterization is necessary or if the suspect item or waste had been identified in the contract. Respondent shall promptly notify the City when respondent has determined the existence of any such suspect item or waste.

(j) **Lead Waste** The City will provide the *respondent* the hazardous waste generator (property owner) contact information (name and address) and a copy of the consent form signed by the property owner authorizing the *respondent* to sign the hazardous waste manifest on the owner's behalf. The *Respondent* will obtain a temporary Environmental Protection Agency (EPA) Hazardous Waste Identification Number no less than 5 days prior to the scheduled lead hazard remediation start date.

The *respondent* must make all reasonable efforts to minimize the amount of hazardous waste generated from each project, utilizing the procedures outlined in Chapter 10 (Housing Waste) of the HUD Guidelines, including all "recommended" procedures to segregate, store, characterize (test), and properly dispose of all lead related waste resulting from the work.

Respondent shall conduct a waste determination for potentially hazardous waste generated at a site to determine if it meets hazardous waste criteria identified in 22 CCR Division 4.5, "Environmental Health Standards for the Management of Hazardous Waste," or any other pertinent law or regulation that may restrict disposal of the waste to a municipal landfill, sewer, or storm drain.

Representative samples shall be obtained for each waste stream to be tested, except concentrated lead waste, including paint stripping, lead paint chips and dust, and vacuum debris and filters, which can be disposed of as hazardous waste without testing.

Lead-Based Paint (LBP) construction debris with intact paint is required to be tested as California regulated hazardous waste. LBP construction debris is any component, fixture, or portion of a residence or other building coated wholly or partly with LBP. LBP debris can also be any solid material coated wholly or partly with LBP resulting from demolition. All other lead waste and debris must also be tested to determine if the waste is a RCRA (federally regulated) or non-RCRA (California regulated) hazardous waste.

Respondent sampling procedures are to be pre-approved by the City. The City shall be contacted prior to sampling and be present to observe the sampling. Items sampled without the presence or approval of the City may require the item or waste to be re-sampled.

Each testing method shall be approved by the City as appropriate for the sample being tested prior to having an accredited laboratory perform the analysis. *Respondent* shall send the samples to a state accredited laboratory for testing. The laboratory shall have a valid state accreditation for each test requested. *Respondent* shall ensure that the preliminary sample results are available to the City on the 5th business day after the sample was taken.

A final copy of all analytical test results and the sampling chain-of-custody form shall be provided to the City within one (1) working day of receipt from the state accredited laboratory. *Respondent* shall obtain City concurrence prior to disposing or discharge of the waste in question. Incomplete or inconclusive waste determinations conducted by the *respondent*, as determined by the City, will be returned to the *respondent* for additional information and/or testing. *Respondent* shall obtain City approval of the final waste determination and disposal method.

A City representative will approve all laboratory costs required for a waste determination and associated laboratory costs will be reimbursed to *respondent* per submitted invoice. The City reserves the right to perform the sampling and laboratory analysis for waste determination.

(k) Hazardous Substances, Waste Storage and Inspections *Respondent* shall store all hazardous substances that are collected under any contract resulting from this RFP in an approved, compatible, and closed container, as described herein, with a legible label identifying the contents. Any hazardous substances brought on-site by the *Respondent* shall always be maintained in their original container and the Safety Data Sheet (SDS) available on-site.

Respondent shall use containers to package hazardous waste that are compatible with the waste (in accordance with 22 CCR §66265.172), maintained in good condition (in accordance with 22 CCR §66265.171), and kept closed unless *respondent* is in the process of adding or removing waste (in accordance with 22 CCR §66265.173).

Respondent shall manage containers, containment systems, hazardous substances and hazardous waste in a manner that minimizes the threat of fire, explosion, or any unplanned release of hazardous waste to the air, soil, or surface water that could threaten human health or the environment (in accordance with 22, CCR § 66265.31). Containers stored overnight must be secured to prevent theft or vandalism.

Respondent shall ensure a hazardous waste label is affixed to the packaging and filled out at the time a hazardous waste or substance is first placed in the packaging. The label shall include the generator information, the EPA ID number, the contents of the container, physical state and hazardous properties of the waste, and the initial accumulation date. If a particular project exceeds seven (7) calendar days in length, *respondent* shall maintain an inventory of hazardous waste containers that identifies each waste container and its accumulation start date.

Respondent shall use a numbering system to identify each hazardous waste container and shall mark each container with a unique identification number.

Respondent shall store different waste types in separate containers and shall not combine incompatible wastes or store incompatible wastes near one another.

Respondent shall perform weekly inspections of their hazardous materials and waste storage areas in compliance with Title 22, CCR Section 66265.174. *Respondent* shall document their inspections and provide copies of inspection reports to the City upon request.

Respondent shall perform additional pre-transportation labeling and marking prior to the hazardous waste being transported off-site, in accordance with Title 22, California Code of Regulations, 22 CCR Chapter 12, Article 3 and 49 CFR Subtitle B, Chapter I. The work to be performed under this Contract is subject to Title 22, California Code of Regulations, Section 66262 "Standards Applicable to Generators of Hazardous Waste."

(l) Hazardous Waste Disposal

All hazardous waste is to be transported off-site by a licensed hazardous waste hauler within ninety (90) calendar days of initial waste accumulation or upon completion of each project, whichever comes first. A hazardous waste manifest or, when appropriate, a bill of lading non-hazardous waste manifest, or other appropriate disposal documentation, shall be completed in accordance with 22 CCR Chapter 12, Article 2 and 49 CFR for any shipment of hazardous waste leaving the Site.

(m) Inspections / Clearance. *Respondent* shall maintain a single hardcopy of the scope of work at the job site which will be used as a final inspection checklist. An

electronic version is not acceptable for this purpose. A representative of the *respondent* must clearly initial each scope of work line item after the item has been completed and inspected by the *respondent's* representative. After each scope of work line item has been completed and inspected, the *respondent* shall sign the checklist, indicating he/she/they has/have verified each scope of work item has been inspected and the scope of work is complete.

The *respondent* shall schedule all clearance inspections with the *City*. The clearance inspection is to be scheduled a minimum of one (1) hour after the hazard control, renovation, or maintenance work is finished, and the cleanup is complete. All surfaces are to be clean and dry prior to the scheduled clearance inspection.

The *respondent* shall provide the *City* the signed inspection checklist and a completed City of San Diego Lead Paint Activity Visual Inspection (ES-127) Form (attached herein as Attachment 3) prior to the *City* conducting the final clearance exam. If the *respondent* fails clearance, *respondent* is responsible for the costs associated with recleaning and laboratory costs associated with additional clearance samples.

(n) Daily Submittals for Each Project.

Respondent shall submit the following to the *City* within twenty-four (24) hours of the end of each project day.

1. The project labor sheet, which the *City* shall review and sign each day to verify costs that will be paid.
2. Documentation of any change in conditions affecting the project cost and/or duration.
3. Documentation related to any injury that occurred while on-site.

(o) Project Completion Submittals. Respondent shall submit the following no later than 30 days after receipt of notification that a project has passed clearance and all required services for each project are deemed complete.

1. The final invoice for the project
2. Copies of applicable hazardous waste and non-hazardous waste manifests
3. Daily Logs and entry/exit logs
4. All personal air sampling results collected during the project. For any results that are above the action level, provide an explanation of the corrective actions taken.
5. Photographs of areas which the respondent has removed the paint to the substrate and associated logs identifying the component and location of each image.
6. Documentation of the delivery of all notification requirements of 40 CFR Part 745, Subpart E, "Residential Property Renovation" (the Lead-Based Paint Renovation, Repair, and Painting Program Rule.).

5. Applicable Regulations.

Respondent shall conduct all aspects of its operation in compliance with all federal, state and local laws, rules, and regulations in effect at the time of work performance including but not limited to applicable regulatory lead abatement hazard control standards, safe work practices, worker and visitor safety, waste transport, waste disposal, and the following:

(a) **Lead Related Construction.** All lead hazard control measures must be conducted using the methods and safe work practices established by:

1. San Diego Municipal Code (SDMC) §54.1001, “Lead Hazard Prevention and Control Ordinance” including the most recent version of the HUD Guidelines
2. California Code of Regulations (CCR) Title 17, Division 1, Chapter 8, “Accreditation, Certification, and Work Practices for Lead-Based Paint and Lead Hazards”, and
3. 40 CFR Part 745, Subpart E, “Residential Property Renovation”

(b) **CAL OSHA.** *Respondent* is responsible for abiding by all Occupational Safety and Health (Cal OSHA) and Department of Toxic Control (DTSC) requirements, including the proper storage and disposal of hazardous waste. The *City* may stop project activities if unsafe or harmful acts in connection with *respondent’s* services are observed or reported to the *City*.

All construction work where an employee may be occupationally exposed to lead must be conducted in accordance with California Department of Industrial Relations, Department of Occupational Safety and Health (Cal/OSHA) regulations, Title 8 California Code of Regulations, Section 1532.1.

Respondent shall establish, implement and maintain an effective Injury and Illness Prevention Program in accordance with Title 8 California Code of Regulations, Sections 1509 and 3202.

(c) **Air Pollution Control District.** *Respondent* shall comply with all applicable and current San Diego Air Pollution Control District (APCD) rules and regulations in effect at the time of *respondent* performance, including but not limited to Rule 1206, Rule 67 and Rule 67.0.1.

6. Quality Assurance Meetings

The *City* will schedule at least one (1) meeting annually with *respondent* to discuss *respondent’s* performance. At the meeting, the *City* will provide feedback and will note any deficiencies in contract performance, and *respondent* will have an opportunity to address and correct these areas. The *City* may require additional quality assurance meetings depending upon *respondent’s* performance. The *respondent* will attend each meeting at no cost to the *City*.

7. Support Activities.

In connection with any contract resulting from this RFP, the *City* shall perform the following tasks:

- a) Develop a written scope of work for each project, which will include the following information:
 - a. The appropriate location and quantities for each identified lead hazard.
 - b. Appropriate lead hazard abatement measures for all identified lead hazards.
 - c. The level of occupant protection required and specifically identify the relocation requirements based on the abatement plan, Chapter 8 of the HUD Guidelines, and the City of San Diego Municipal Code §54.1006 (c).
- b) In collaboration with the respondent, determine pre-abatement conditions of each project site.

- c) Review the planned scope of work with the resident to coordinate the packaging and/or moving of personal belongings the resident will be required to conduct for the respondent to complete the work.
- d) Obtain the property owner's consent to allow the respondent to sign the hazardous waste manifest on the property owner's behalf.
- e) Review respondent's compliance and progress at each project site.
- f) At the City's discretion, the City may modify a project's scope of work to address concerns identified during renovations.
- g) Perform final inspection and clearance sampling, as required.
- h) Provide written notification when the respondent's bid proposal for each project has been approved.
- i) The City may stop project activities if respondent's performance is not in accordance with these specifications or the scope of work for the particular project site.
- j) Perform a visual examination of the project site to determine whether all items in the scope of work have been completed satisfactorily.
- k) Conduct all final clearance examinations and notify the respondent when a project or portion of a project has either passed or failed clearance. If dust or debris is visible or fails laboratory analysis, respondent shall re-clean the project site prior to subsequent clearance re-examination being conducted.

8. Release or Threatened Release of Hazardous Materials or Waste

Any substance which is toxic, corrosive, an irritant, a strong sensitizer, flammable, combustible, or radioactive or may cause substantial personal injury or substantial illness as a proximate result of any customary or reasonably foreseeable handling or use is considered a hazardous materials or waste. If *respondent* encounters, causes the release of, or has knowledge of a release or a threatened release of hazardous materials or waste, *respondent* shall immediately cease work in the area except in a situation where stopping work could cause an additional release of hazardous materials or waste or jeopardize the health of others.

Releases or threatened releases involving hazardous materials or waste shall be immediately assessed by *respondent* using the Incident/Release Assessment Form (page 1 of Attachment 4). In the event the assessment results in a determination that there was no release of hazardous materials or waste, the respondent shall complete the Non-Reportable Release Incident Form (page 2 of Attachment 4).

In the event the assessment results in a determination that there was a release of hazardous materials or waste, *respondent* shall immediately notify the County of San Diego, Department of Environmental Health (DEH) at (619) 338-2222 (during business hours) or by calling 911 (outside business hours). *Respondent* shall notify the Fire Department by calling 911 if an immediate fire, explosion, health or safety threat exists. The *respondent* shall complete the "Emergency Release Follow Up Notice Reporting" form (attached herein as Attachment 5), report the release as instructed on the form, and notify the *City* within four (4) hours of the release.

Respondent shall ensure that any hazardous materials or waste that is released and any contaminated media (rags, absorbents, soil, etc.) are immediately contained, properly cleaned up, and handled as hazardous waste at the *respondent's* expense. Such waste shall be

presumed to be, and handled as, hazardous waste unless a hazardous waste determination, as approved by the City, has determined that the waste is non-hazardous.

Respondent shall be responsible for any fines and penalties imposed by San Diego County or any regulatory agency related to a hazardous materials or waste release.

9. Additional General Contract Terms and Provisions

The following terms and conditions are in addition the City of San Diego General Terms and Conditions.

- a) All services to be provided are subject to prevailing wages.
- b) The respondent shall accommodate all necessary schedules and provide services under the general direction of the City of San Diego Lead Safety and Healthy Homes Program.
- c) The standard completion schedule for an entire project shall be no more than ten (10) working days (two weeks not including holidays) unless justified in writing and agreed to by the City. When residents are relocated, the respondent may be required to work premium hours to expedite the return of the residents to their home.
- d) Premium (overtime) hours are defined as Monday through Friday from 6:00 p.m. to 6:00 a.m., and from Friday at 6:00 p.m. until Monday at 6:00 a.m. Hours worked in excess of an 8-hour workday will be paid at the overtime rate when working only on City Projects that day. Overtime must be approved by the City prior to working overtime. City approved overtime is to be billed at 1 1/2 times the respondent's hourly billable rate provided in Section 4.D.
- e) Respondent is required to notify the City within seven (7) working days if any of the licenses, registrations or other qualifications described in Section IV of this document have been revoked, suspended or expired. The respondent will ensure subcontractors are in conformance with these provisions.
- f) All lead hazard remediation services are to be compliant with the current HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing (HUD Guidelines).
- g) All work performed under any contract resulting from this RFP will be performed in such a manner as to provide maximum safety to the public and respondent's employees and shall comply with all safety provisions and regulations.
- h) Resident Protection and Worksite Preparation must meet the minimum requirements outlined in Chapter 8 of the HUD Guidelines and must comply with SDMC § 54.1001 Division 10, "Lead Hazard Prevention and Control Ordinance."
- i) Respondent shall be responsible for collections and submittals of their own daily personnel samples as required by Title 8 CCR Section 1532.1 CAL OSHA. Respondent shall submit the CAL OSHA sample results to the City as part of their Project Completion Submittals. The City may randomly monitor respondent's staff to corroborate personal exposure evaluations.
- j) The City may stop project activities if unsafe or harmful acts connected with the respondent's services are observed or reported to the City.
- k) Personal Protective Equipment (PPE) shall be supplied by the successful respondent and properly used at all times.

- l) The respondent shall work with the City to ensure household components, construction materials, and hardware (products that will remain as part of the property such as windows, doors, fascia boards, hinges, paint, concrete, replacement soil, etc.) are of appropriate quality and value for the duration of any contract resulting from this RFP. The following materials must be approved by the City prior to being used on any project:
- m) Paints, stains, and surface coatings
- n) Manufactured architectural components, such as window and doors
- o) Raw materials used for construction and building material
- p) Once a product has been approved by the City, the respondent may continue to purchase the same material product from the same supplier, or from another supplier for the same cost or less, for the duration of the project unless it has been subsequently deemed by the City to have a negative impact on the overall quality or cost of a project site. The respondent shall notify the City whenever they are made aware of similar products to those that have already been approved by the City that will improve the overall quality and/or cost of current or future projects.
- q) All building materials must meet current construction standards. All systems receiving interventions, treatment, and/or replacement must be reassembled to good working order and approved by the City.
- r) For those areas identified in the project site scope of work as requiring the paint to be removed to the substrate, the respondent shall photograph the areas after the paint has been removed. The photographs must be of sufficient clarity and distance to enable the viewer to identify the component and its location, and the photographs must show that the paint has been sufficiently removed to the substrate.
- s) Paint that is required to be removed to base wood from the friction / impact surfaces of components must also be removed at least 1/4 inch beyond the friction/ impact surface. When the friction / impact surface is located on the edge of a component, the paint is to be removed from the adjacent surface at least 1/4 inch beyond the friction / impact surface or up to the thickness of the component, whichever is less. Overlapping paint on adjacent surfaces must be feathered to a smooth finish prior to repainting.
- t) The preparation of painted surfaces must be completed per paint manufacturer's recommendations. All surfaces must be dry, clean and free of oil, grease, dirt and mildew. All rust must be removed from metal surfaces. All cracking, peeling, or blistering paint that is not adhered to the substrate must be removed in a lead-safe manner. All cracks, seams and other surface defects shall be filled with structurally sound material (plaster, stucco, wallboard, fix-all or a similar product). Spackling compound is to be used to fill small holes or cracks (such as nail holes) less than a 1/2 inch in length on interior components. Exterior caulking, with a warranty of 25 years or more, must be used to fill non-structural defects and seams on wood components. This finished work must have a uniform finish, be even and free from brush marks, runs, sags or holidays. Uneven dry paint film must be feathered in order to produce a smooth, continuous appearance. Hairline cracks (cracks too small to accept filler materials) are not required to be repaired.
- u) The application of all specified surface coatings must be done in accordance with the manufacturer's instructions and in a professional manner. Prior to applying a

finish topcoat, surfaces must first be painted with a primer coat. The paint finish is to be of a full and uniform coverage. Unless otherwise specified, the color and gloss are to be matched to the existing paint. All primers must be in accordance with topcoat paint manufacturer's recommendations.

- v) The respondent must maintain records that "accurately reflect the work performed." These records must:
 - a. Be supported by a system of internal control which provides reasonable assurance that the time being charged is accurate, allowable, and properly allocated.
 - b. Be incorporated in official records, such as payroll records.
 - c. Accurately reflect the employee's total activity.
 - d. Provide a time or percentage breakdown on all activities.
- w) Contractor shall, comply with generally accepted accounting principles and good business practices and 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B. RFP SUBMITTALS.

The following submittals are to be included with your proposal in addition to the submittal requirements described in Exhibit A.

- 1. A completed copy of Attachment 6-Licenses, Registrations and Certifications.
- 2. The City's Price Schedule (attached herein as Attachment 7). The Price Schedule must be completed in full. Only the City's Price Schedule will be accepted. Any deviations from the Price Schedule may be considered non-responsive and unacceptable.

C. ADDITIONAL INSURANCE

1) Insurance.

- a) The insurance provisions herein shall not be construed to limit your indemnity and defense duties set forth in the Contract.

2) Policies and Procedures.

- a) You shall procure the insurance described below, at your sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.
- b) Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
- c) You shall maintain this insurance as required by this Contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this Contract. Your duties under the Contract, including your indemnity obligations, are not limited to the insurance coverage required by this Contract.
- d) If you maintain broader coverage or higher limits than the minimums shown below, City requires and shall be entitled to the broader coverage or the higher limits

maintained by you. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

- e) Your payment for insurance shall be included in the Contract Price you bid. You are not entitled to any additional payment from the City to cover your insurance unless the City specifically agrees to payment in writing. Do not begin any Work under this Contract or allow any Subcontractors to begin work, until you have provided, and the City has approved, all required insurance.
- f) Policies of insurance shall provide that the City is entitled to 30 days advance written notice of cancellation or non-renewal of the policy or 10 days advance written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage and to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

3) General Liability Insurance.

- a) Commercial General Liability Insurance shall be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.
- b) The policy shall cover liability arising from premises and operations, independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).
- c) There shall be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You shall maintain the same or equivalent insurance for at least 10 years following completion of the Work.
- d) All costs of defense shall be outside the policy limits. Policy coverage shall be in liability limits of not less than the following:
 - 1. General Annual Aggregate Limit Limits of Liability.
 - 2. Other than Products/Completed Operations \$10,000,000.
 - 3. Products/Completed Operations Aggregate Limit \$10,000,000.
 - 4. Personal Injury Limit \$5,000,000.
 - 5. Each Occurrence \$5,000,000.

4) Contractors Pollution Liability Insurance.

- a) You shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain Contractors Pollution Liability Insurance applicable to the Work being performed, with a limit no less than \$2,000,000 per claim or occurrence and \$4,000,000 aggregate per policy period of one year.
- b) All costs of defense shall be outside the limits of the policy.
- c) You shall obtain written approval from the City for any insurance provided by your Subcontractor instead of you.
- d) For approval of a substitution of your Subcontractor's insurance, you shall certify that all activities for which the Contractors Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the

insurance. The deductible shall not exceed \$25,000 per claim unless the City has provided prior, written approval.

- e) Occurrence based policies shall be procured before the Work commences. Claims Made policies shall be procured before the Work commences, shall be maintained for the Contract Time, and shall include a 12-month extended Claims Discovery Period applicable to this contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Work without advancing the retroactive date.

5) Contractors Hazardous Transporters Pollution Liability Insurance.

- a) You shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain Contractors Hazardous Transporters Pollution Liability Insurance, including contractual liability coverage to cover liability arising out of transportation of hazardous or toxic, materials, substances, or any other pollutants by you or any Subcontractor in an amount no less than \$2,000,000 limit per occurrence and \$4,000,000 aggregate per policy period of one year.
- b) All costs of defense shall be outside the limits of the policy.
- c) You shall obtain written approval from the City from any insurance provided by a Subcontractor instead of you.
- d) To obtain City approval of a Subcontractor's insurance coverage in lieu of the Contractor's insurance, the Contractor shall certify that all activities under the Contractor's Hazardous Transporters Pollution Liability Insurance will be performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim without prior approval of the City.
- e) Occurrence based policies shall be procured before the Work commences. Claims Made policies shall be procured before the Work commences, shall be maintained for the duration of this contract, and shall include a 12-month extended Claims Discovery Period applicable to this Contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Work under this Contract without advancing the retroactive date.

D. PRICE SCHEDULE. Bidders are required to submit their bid prices on the City's Price Schedule herein attached as Attachment 7 – Price Schedule. The Price Schedule must be completed in full. Only the City's Price Schedule will be accepted. Any deviations from the Price Schedule may be considered non-responsive and unacceptable.

E. ATTACHMENTS

1. Abatement Plan
2. Certificate of Lead Worker's Acknowledgment
3. San Diego Lead Paint Activity Visual Inspection (ES-127) Form
4. Incident/Release Assessment Form & Non-Reportable Release Incident Form
5. Emergency Release Follow Up Notice Reporting Form
6. License Registrations and Certifications Form
7. Price Schedule

Attachment 1

Abatement Plan

Project Address _____

Page 1 of 3

Unit: _____

I. Scope of Work

II. Occupant Protection

A. Pre-Cleaning

- Pre-cleaning is not required.
- Pre-cleaning will be conducted in the following areas prior to worksite preparation include:

Cleaning verification will be conducted in accordance with the procedures in CFR 745.85(b)

B. Worksite Preparation

All worksite preparation is to be compliant with Chapter 8 of the most recent version of the HUD Guidelines.

Interior Worksite Preparation (for interior of residential units only): Based on the scope of work and planned lead hazard remediation methods, worksite preparation will meet the minimum standards per the 2012 HUD guidelines, table 8.1 as:

- Work is classified as “Low-Dust Job”
- Work is classified as “High-Dust Job”
- Not Applicable (Scope of work is not related to unit interior)

Abatement Plan

Project Address _____

Page 2 of 3

Unit: _____(continued).

C. Temporary Relocation

Occupants of a dwelling unit shall be temporarily relocated, before and during the course of activities which disturb or remove paint, to a suitable, decent, safe, comparable, and similarly accessible dwelling unit that does not have a lead hazard:

Resident relocation will not be conducted. Residents will have safe access to bathrooms, sleeping areas, and kitchen facilities (or alternative eating arrangements) during non-work hours¹ and the following (check all that apply).

1. The activities will not disturb lead-based paint, lead-contaminated dust or lead-contaminated soil;
2. The activities affect only the exterior of the dwelling unit, and windows, doors, ventilation intakes, and other openings in or near the regulated area are sealed during the course of the activities and cleaned afterward, and at least one entrance is free of lead-contaminated dust, lead-contaminated soil, and lead paint contaminants;
3. The activities in the interior of the dwelling unit will be completed within five consecutive days, the regulated area is secure so as to prevent the release of lead-contaminated dust and lead paint contaminants into other areas, the activities do not create other safety, health, or environmental hazards, and, at the end of work on each day, the regulated area and the area within at least ten feet of the regulated area is cleaned to remove any visible dust or debris, and occupants have safe access to sleeping areas and bathroom and kitchen facilities.
4. Treatment of the interior will be completed within 5 calendar days, the worksite is contained so as to prevent the release of leaded dust and debris into other areas, treatment does not create other safety, health or environmental hazards; and, at the end of work on each day, the worksite and the area within at least 10 feet (3 meters) of the containment area is cleaned to remove any visible dust or debris, and occupants have safe access to sleeping areas, and bathroom and kitchen facilities.

Tenant occupants with physical disabilities will be temporarily relocated to housing that is compliant with Section 504 of the Rehabilitation Act.

III. Waste

Location: _____

Access by unauthorized individuals will be achieved by:

Interior Restricted Access: Waste is stored in an interior restricted area which is locked when not in use.

Exterior Restricted Access: Waste is stored in an exterior restricted area which is locked when not in use.

Locked Container: Waste is stored in an exterior area in locked waste bins.

Other (describe): _____

¹ HUD guidelines, 2012 version, Chapter 8, Section IV.A.

Abatement Plan

Project Address _____

Page 3 of 3

Signature Page

The above lead hazard remediation activities will be conducted in accordance with the 2012 edition of the U.S. Department of Housing and Urban Development Guidelines for the Evaluation and Control of Lead-Based Paint (the HUD Guidelines), Title 8 California Code of Regulations Section 1532.1, "Cal/OSHA's Lead in Construction Standard", Title 17 California Code of Regulations, Division 1, Chapter 8, "Accreditation, Certification, and Work Practices for Lead-Based Paint and Lead Hazards", the City of San Diego's Lead Hazard Prevention and Control Ordinance, and these specifications.

Occupants' belongings shall be protected from contamination by lead-contaminated dust and lead paint contaminants during the course of activities which disturb or remove paint in accordance with Chapter 8 of the most recent version of the HUD Guidelines.

All waste and debris will be segregated, stored, transported and disposed of in accordance with the procedures described in Chapter 10 of the HUD guidelines 22 CCR Division 4.5, "Environmental Health Standards for the Management of Hazardous Waste. Prior to disposal, all waste which is classified as hazardous or presumed hazardous will be stored as follows:

This is to acknowledge my intent to abate the lead hazards in as specified in this Abatement Plan.

Print Name

Company

CDPH Supervisor Certification #

Signature

Date

CERTIFICATE OF LEAD WORKER'S ACKNOWLEDGMENT

CONTRACTOR'S NAME _____

Working with lead can be dangerous. Inhaling and ingesting lead dust can cause an increase in blood lead levels which can lead to adverse health effects such as kidney damage, elevated blood pressure or infertility.

Your employer's contract with the City for the above project requires that: You be supplied with the proper respirator and be trained in its use. You be trained in safe work practices and in the use of the equipment found on the job. You receive a medical examination. These items are to have been done at no cost to you.

RESPIRATORY PROTECTION: You must have been trained in the proper use of respirators, and informed of the type respirator to be used on the above referenced project. You must be given a copy of the written respiratory protection manual issued by your employer. You must be equipped at no cost with the respirator to be used on the above project.

TRAINING COURSE: You must have been trained in the dangers inherent in handling lead and breathing and ingesting lead dust and in proper work procedures and personal and area protective measures. The topics covered in the course must have included the following:

- Possible routes of exposure to lead
- Health hazards associated with lead
- Respiratory protection
- Use of protective equipment
- Work practices including hands on or on-the-job training
- Personal decontamination procedures
- Health and safety considerations

MEDICAL EXAMINATION: You must have had a medical examination within the past twelve (12) months at no cost to you. This examination must have included: health history, physical examination, a blood pressure measurement, pulmonary function test and blood sample and analysis for lead.

By signing this document you are acknowledging only that the City has advised you of your rights to training and protection relative to your employer, the Contractor.

Signature _____ Date _____

Printed Name _____

Witness (print) _____ Witness Signature: _____

INCIDENT/RELEASE ASSESSMENT FORM ¹**If you have an emergency, Call 911**

Handlers of hazardous materials are required to report releases. The following is a tool to be used for assessing if a release is reportable. Additionally, a non-reportable release incident form is provided to document why a release is not reported (see back).

Questions for Incident Assessment:

	YES	NO
1. Was anyone killed or injured, or did they require medical care or admitted to a hospital for observation?	<input type="checkbox"/>	<input type="checkbox"/>
2. Did anyone, other than employees in the immediate area of the release, evacuate?	<input type="checkbox"/>	<input type="checkbox"/>
3. Did the release cause off-site damage to public or private property?	<input type="checkbox"/>	<input type="checkbox"/>
4. Is the release greater than or equal to a reportable quantity (RQ)?	<input type="checkbox"/>	<input type="checkbox"/>
5. Was there an uncontrolled or unpermitted release to the air?	<input type="checkbox"/>	<input type="checkbox"/>
6. Did an uncontrolled or unpermitted release escape secondary containment, or extend into any sewers, storm water conveyance systems, utility vaults and conduits, wetlands, waterways, public roads, or off site?	<input type="checkbox"/>	<input type="checkbox"/>
7. Will control, containment, decontamination, and/or clean up require the assistance of federal, state, county, or municipal response elements?	<input type="checkbox"/>	<input type="checkbox"/>
8. Was the release or threatened release involving an unknown material or contains an unknown hazardous constituent?	<input type="checkbox"/>	<input type="checkbox"/>
9. Is the incident a threatened release (a condition creating a substantial probability of harm that requires immediate action to prevent, reduce, or mitigate damages to persons, property, or the environment)?	<input type="checkbox"/>	<input type="checkbox"/>
10. Is there an increased potential for secondary effects including fire, explosion, line rupture, equipment failure, or other outcomes that may endanger or cause exposure to employees, the general public, or the environment?	<input type="checkbox"/>	<input type="checkbox"/>

If the answer is YES to any of the above questions – report the release to the California Office of Emergency Services at 800-852-7550 and the local CUPA daytime: (619) 338-2284, after hours: (858) 565-5255. Note: other state and federal agencies may require notification depending on the circumstances.

Call 911 in an emergency

If all answers are NO, complete a Non Reportable Release Incident Form (page 2 of 2) and keep readily available. Documenting why a “no” response was made to each question will serve useful in the event questions are asked in the future, and to justify not reporting to an outside regulatory agency.

If in doubt, report the release.

¹ This document is a guide for accessing when hazardous materials release reporting is required by Chapter 6.95 of the California Health and Safety Code. It does not replace good judgment, Chapter 6.95, or other state or federal release reporting requirements.

NON REPORTABLE RELEASE INCIDENT FORM

1. RELEASE AND RESPONSE DESCRIPTION

Incident # _____

Date/Time Discovered	Date/Time Discharge	Discharge Stopped <input type="checkbox"/> Yes <input type="checkbox"/> No
Incident Date / Time:		
Incident Business / Site Name:		
Incident Address:		
Other Locators (Bldg, Room, Oil Field, Lease, Well #, GIS)		
Please describe the incident and indicate specific causes and area affected. Photos Attached?: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Indicate actions to be taken to prevent similar releases from occurring in the future.		

2. ADMINISTRATIVE INFORMATION

Supervisor in charge at time of incident:	Phone:
Contact Person:	Phone:

3. CHEMICAL INFORMATION

Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT ³
Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT ³
Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT ³
Clean-Up Procedures & Timeline:	
Completed By:	Phone:
Print Name:	Title:

EMERGENCY RELEASE FOLLOW - UP NOTICE REPORTING FORM

A	BUSINESS NAME	FACILITY EMERGENCY CONTACT & PHONE NUMBER () -					
B	INCIDENT DATE	MO	DAY	YR	TIME OES NOTIFIED	(use 24 hr time)	OES CONTROL NO.
C	INCIDENT ADDRESS LOCATION			CITY / COMMUNITY	COUNTY	ZIP	
D	CHEMICAL OR TRADE NAME (print or type)				CAS Number		
D	CHECK IF CHEMICAL IS LISTED IN 40 CFR 355, APPENDIX A <input type="checkbox"/>				CHECK IF RELEASE REQUIRES NOTIFICATION UNDER 42 U.S.C. Section 9603 (a) <input type="checkbox"/>		
D	PHYSICAL STATE CONTAINED		PHYSICAL STATE RELEASED		QUANTITY RELEASED		
	<input type="checkbox"/> SOLID	<input type="checkbox"/> LIQUID	<input type="checkbox"/> GAS	<input type="checkbox"/> SOLID	<input type="checkbox"/> LIQUID	<input type="checkbox"/> GAS	
D	ENVIRONMENTAL CONTAMINATION			TIME OF RELEASE	DURATION OF RELEASE		
	<input type="checkbox"/> AIR	<input type="checkbox"/> WATER	<input type="checkbox"/> GROUND	<input type="checkbox"/> OTHER	— DAYS	— HOURS	— MINUTES
E	ACTIONS TAKEN						
F	KNOWN OR ANTICIPATED HEALTH EFFECTS (Use the comments section for addition information)						
	<input type="checkbox"/> ACUTE OR IMMEDIATE (explain) _____						
	<input type="checkbox"/> CHRONIC OR DELAYED (explain) _____						
	<input type="checkbox"/> NOTKNOWN (explain) _____						
G	ADVICE REGARDING MEDICAL ATTENTION NECESSARY FOR EXPOSED INDIVIDUALS						
H	COMMENTS (INDICATE SECTION (A - G) AND ITEM WITH COMMENTS OR ADDITIONAL INFORMATION)						
I	CERTIFICATION: I certify under penalty of law that I have personally examined and I am familiar with the information submitted and believe the submitted information is true, accurate, and complete.						
	REPORTING FACILITY REPRESENTATIVE (print or type) _____						
	SIGNATURE OF REPORTING FACILITY REPRESENTATIVE _____						DATE: _____

**EMERGENCY RELEASE FOLLOW-UP NOTICE
REPORTING FORM INSTRUCTIONS**

GENERAL INFORMATION:

Chapter 6.95 of Division 20 of the California Health and Safety Code requires that written emergency release follow-up notices prepared pursuant to 42 U.S.C. § 11004, be submitted using this reporting form. Non-permitted releases of reportable quantities of Extremely Hazardous Substances (listed in 40 CFR 355, appendix A) or of chemicals that require release reporting under section 103(a) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 [42 U.S.C. § 9603(a)] must be reported on the form, as soon as practicable, but no later than 30 days, following a release. The written follow-up report is required in addition to the verbal notification.

BASIC INSTRUCTIONS:

- The form, when filled out, reports follow-up information required by 42 U.S.C § 11004. Ensure that all information requested by the form is provided as completely as possible.
- If the incident involves reportable releases of more than one chemical, prepare one report form for each chemical released.
- If the incident involves a series of separate releases of chemical(s) at different times, the releases should be reported on separate reporting forms.

SPECIFIC INSTRUCTIONS:

Block A: Enter the name of the business and the name and phone number of a contact person who can provide detailed facility information concerning the release.

Block B: Enter the date of the incident and the time that verbal notification was made to OES. The OES control number is provided to the caller by OES at the time verbal notification is made. Enter this control number in the space provided.

Block C: Provide information pertaining to the location where the release occurred. Include the street address, the city or community, the county and the zip code.

Block D: Provide information concerning the specific chemical that was released. Include the chemical or trade name and the Chemical Abstract Service (CAS) number. Check all categories that apply. Provide best available information on quantity, time and duration of the release.

Block E: Indicate all actions taken to respond to and contain the release as specified in 42 U.S.C. § 11004(c).

Block F: Check the categories that apply to the health effects that occurred or could result from the release. Provide an explanation or description of the effects in the space provided. Use Block H for additional comments/information if necessary to meet requirements specified in 42 U.S.C. § 11004(c).

Block G: Include information on the type of medical attention required for exposure to the chemical released. Indicate when and how this information was made available to individuals exposed and to medical personnel, if appropriate for the incident, as specified in 42 U.S.C. § 11004(c).

Block H: List any additional pertinent information.

Block I: Print or type the name of the facility representative submitting the report. Include the official signature and the date that the form was prepared.

MAIL THE COMPLETED REPORT TO:

**State Emergency Response Commission (SERC)
Attn: Section 304 Reports
Hazardous Materials Unit
3650 Schriever Avenue
Mather, CA 95655**

NOTE: Authority cited: Sections 25503, 25503.1 and 25507.1, Health and Safety Code. Reference: Sections 25503(b)(4), 25503.1, 25507.1, 25518 and 25520, Health and Safety Code.

Attachment 6

LICENSES, REGISTRATIONS AND CERTIFICATIONS

Complete the below listing of licenses, certifications, registrations All licenses and certifications must be in good standing.

DIR Registration		
DIR Registration No.	Expiration Date	Name

California Highway Patrol – Hazardous Materials Transportation License		
License No.	Expiration Date	Name

California Dept of Toxic Substances Control – Hazardous Waste Transportation Registration		
Registration No.	Expiration Date	Name

California General Contractor’s License			
Agency Name	Type	License Number	Expires

EPA Firm Certification			
Agency Name	Number	Issue Date	Expires

Lead Hazard Remediation Certifications

Name	Full time employee of respondent agency?	Certification Type	Certification Number	Expires
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> CDPH Supervisor <input type="checkbox"/> CDPH Worker <input type="checkbox"/> EPA Cert Renovator	<hr/> <hr/>	<hr/> <hr/>
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> CDPH Supervisor <input type="checkbox"/> CDPH Worker <input type="checkbox"/> EPA Cert Renovator	<hr/> <hr/>	<hr/> <hr/>
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> CDPH Supervisor <input type="checkbox"/> CDPH Worker <input type="checkbox"/> EPA Cert Renovator	<hr/> <hr/>	<hr/> <hr/>
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> CDPH Supervisor <input type="checkbox"/> CDPH Worker <input type="checkbox"/> EPA Cert Renovator	<hr/> <hr/>	<hr/> <hr/>
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> CDPH Supervisor <input type="checkbox"/> CDPH Worker <input type="checkbox"/> EPA Cert Renovator	<hr/> <hr/>	<hr/> <hr/>
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> CDPH Supervisor <input type="checkbox"/> CDPH Worker <input type="checkbox"/> EPA Cert Renovator	<hr/> <hr/>	<hr/> <hr/>
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> CDPH Supervisor <input type="checkbox"/> CDPH Worker <input type="checkbox"/> EPA Cert Renovator	<hr/> <hr/>	<hr/> <hr/>
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> CDPH Supervisor <input type="checkbox"/> CDPH Worker <input type="checkbox"/> EPA Cert Renovator	<hr/> <hr/>	<hr/> <hr/>
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> CDPH Supervisor <input type="checkbox"/> CDPH Worker <input type="checkbox"/> EPA Cert Renovator	<hr/> <hr/>	<hr/> <hr/>

Attached additional pages as needed.

Attachment #7

Price Schedule

1. GENERAL

The pricing provided by the *Respondent* in the below pricing tables shall be fully burdened and shall include all direct and indirect costs associated with performing the work outlined for each project, excluding costs that qualify for direct invoice reimbursement as described in Section 7 - Direct Reimbursement. Eligible direct labor costs are to be supported by the required project site sign-in sheets.

Overhead and indirect costs, including but not limited to the following, are ineligible for reimbursement:

- Cost for tools and equipment, including but not limited to the following, are ineligible for reimbursement.
- Wood, metal or other materials used for containments other than poly sheeting
- Shower – Decontamination facilities
- Filtration; Negative air machines and filters, HEPA vacuums; vacuum bags and filters
- All hand tools and power towels including HEPA shrouded devices and filters
- Lighting; Electrical cords
- Hudson sprayers; Lock-down sprays; Airless sprayers
- Personal protective equipment (PPE)
- Construction plastic fencing; barrier cones; signage
- Water hoses; Spray nozzles
- Cleaning supplies and equipment (mops, steam cleaners, detergents, rags, sponges)

2. DIRECT LABOR – Prevailing Wage Regular

Item No.	Est. Qty.	U/M	Description	Unit Cost	Extension
1.	2,900	HR	CDPH Certified Supervisor	\$	\$
2.	11,600	HR	CDPH Certified Worker	\$	\$
TOTAL SECTION 2					\$

3. DIRECT LABOR -Prevailing Wage Premium

Item No.	Est. Qty.	U/M	Description	Unit Cost	Extension
3.	750	HR	CDPH Certified Supervisor	\$	\$

Item No.	Est. Qty.	U/M	Description	Unit Cost	Extension
4.	3,000	HR	CDPH Certified Worker	\$	\$
TOTAL SECTION 3					\$

4. ADMINISTRATIVE PROJECT COSTS

A one-time cost reimbursement will be issued for each *project* awarded to the respondent. This shall include time for pre-constructions meetings, project preparation, notifications, submittals, permitting, and associated labor, etc.

Item No.	Est. Qty.	U/M	Description	Unit Cost	Extension
5.	406	EA	Administrative Costs	\$	\$
TOTAL SECTION 4					\$

5. MATERIALS

Actual “out of pocket” (after all discounts have been applied) costs paid by the *Respondent* for household components, construction materials, and hardware that will remain as part of the property (such as windows, doors, fascia boards, hinges, paints, concrete, and replacement soil) will be reimbursed at “Materials Mark Up Percentage” total costs provided by the respondent in the below of the pricing table.

All such materials are to be purchased in accordance with Exhibit B Scope of Work Section 4(d) Project Proposal of this Request for Proposal (RFP). Respondent is required to disclose to the City all discounts received for any materials purchased as part of any contract resulting from this RPP.

The *Respondent* must include in their proposal a description of the facilities and procedures used to segregate expendable supplies. The City of San Diego must approve this portion of the proposal in order for the respondent to receive reimbursement for these supplies.

Expendable supplies include, but is not limited to, polyethylene sheeting, barrier tape, duct tape, spray glue, and staples:

Item No.	Description	Estimated Total Cost	Mark-up
6.	Household Components, Construction Materials, and Hardware	\$1,500,000	_____ %

Item No.	Description	Estimated Total Cost	Mark-up
7.	Expendable Supplies	\$50,000	_____ %
TOTAL SECTION 5			\$
TOTAL ITEMS 1-7			\$

6. DIRECT REIMBURSEMENT

City and *Respondent* shall agree upon any direct invoice reimbursement items applicable to a particular project site when determining that project site’s scope of work. City shall reimburse *Respondent* for any agreed-upon direct invoice reimbursement items. The items described below provide examples of direct invoice reimbursement items that the City has previously reimbursed for the types of services that *Respondent* will provide under this RFP.

Height equipment that qualifies for direct invoice reimbursement plus 5% administrative fee includes crane, scissor lift, cherry picker, boom truck and scaffolding over ten (10) feet. All other required equipment shall be provided by the *Respondent* as a part of the hourly rate. The City must approve the necessity of height equipment prior to the start of work.

Hazardous waste disposal will be reimbursed directly per invoice costs, plus 5% administrative fee. The City and *Respondent* will agree if the volume of waste at a particular site location is best suited for a roll-off bin container. The *Respondent* will be reimbursed for the actual roll-off bin disposal costs per third party waste bin disposal invoice plus 5% administrative fee.

Permit Fees for any required permit will be reimbursed as a direct invoice reimbursement.

Laboratory costs for hazardous waste characterization samples will be reimbursed as a direct invoice reimbursement.

Water, power and/or portable toilet facilities may be necessary for a specific project. If the City representative agrees, these will be reimbursed as a direct invoice reimbursement.

EXHIBIT C



THE CITY OF SAN DIEGO
GENERAL CONTRACT TERMS AND PROVISIONS
APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS

ARTICLE I
SCOPE AND TERM OF CONTRACT

1.1 Scope of Contract. The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

1.2 Effective Date. A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

1.3 Contract Extension. The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

ARTICLE II
CONTRACT ADMINISTRATOR

2.1 Contract Administrator. The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

2.1.1 Contractor Performance Evaluations. The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

2.2 Notices. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent
City of San Diego, Purchasing and Contracting Division
1200 3rd Avenue, Suite 200
San Diego, CA 92101-4195

ARTICLE III COMPENSATION

3.1 Manner of Payment. Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

3.2 Invoices.

3.2.1 Invoice Detail. Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

3.2.2 Service Contracts. Contractor must submit invoices for services to City by the 10th of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

3.2.3 Goods Contracts. Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

3.2.4 Parts Contracts. Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

3.2.5 Extraordinary Work. City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

3.2.6 Reporting Requirements. Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

3.2.6.1 Monthly Employment Utilization Reports. Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5th) day of the subsequent month.

3.2.6.2 Monthly Invoicing and Payments. Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5th) day of the subsequent month.

3.3 Annual Appropriation of Funds. Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

3.4 Price Adjustments. Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

ARTICLE IV SUSPENSION AND TERMINATION

4.1 City's Right to Suspend for Convenience. City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

4.2 City's Right to Terminate for Convenience. City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of

documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

4.3 City's Right to Terminate for Default. Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

4.3.1 If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

4.3.2 If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors. If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

4.5 Contractor's Right to Payment Following Contract Termination.

4.5.1 Termination for Convenience. If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

4.5.2 Termination for Default. If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

4.6 Remedies Cumulative. City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

5.1 Inspection and Acceptance. The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

5.2 Responsibility for Lost or Damaged Shipments. Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

5.3 Responsibility for Damages. Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

5.4 Delivery. Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

5.5 Delay. Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

5.5.1 If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

5.6 Restrictions and Regulations Requiring Contract Modification. Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

5.7 Warranties. All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

5.8 Industry Standards. Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

5.9 Records Retention and Examination. Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

5.9.1 Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

5.10 Quality Assurance Meetings. Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

5.11 Duty to Cooperate with Auditor. The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

5.12 Safety Data Sheets. If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

5.13 Project Personnel. Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

5.13.1 Criminal Background Certification. Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

5.13.2 Photo Identification Badge. Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

5.14 Standards of Conduct. Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

5.14.1 Supervision. Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

5.14.2 City Premises. Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

5.14.3 Removal of Employees. City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

5.15 Licenses and Permits. Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

5.16 Contractor and Subcontractor Registration Requirements. Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

6.1 Rights in Data. If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

6.2 Intellectual Property Rights Assignment. For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

6.3 Contractor Works. Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

6.4 Subcontracting. In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a “works for hire” as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

6.5 Intellectual Property Warranty and Indemnification. Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor’s own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim

of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

6.6 Software Licensing. Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

6.7 Publication. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

6.8 Royalties, Licenses, and Patents. Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

ARTICLE VII INDEMNIFICATION AND INSURANCE

7.1 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

7.2 Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or

in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

7.2.1 Commercial General Liability. Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

7.2.2 Commercial Automobile Liability. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

7.2.3 Workers' Compensation. Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

7.2.4 Professional Liability (Errors and Omissions). For consultant contracts, insurance appropriate to Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

7.2.5 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

7.2.5.1 Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

7.2.5.2 Primary Coverage. For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

7.2.5.3 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

7.2.5.4 Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

7.2.5.5 Claims Made Policies (applicable only to professional liability). The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

7.3 Self Insured Retentions. Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

7.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

7.5 Verification of Coverage. Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7.6 Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7.7 Additional Insurance. Contractor may obtain additional insurance not required by this Contract.

7.8 Excess Insurance. All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

7.9 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

ARTICLE VIII BONDS

8.1 Payment and Performance Bond. Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

8.1.1 Bond Amount. The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

8.1.2 Bond Term. The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

8.1.3 Bond Surety. The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

8.1.4 Non-Renewal or Cancellation. The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force

and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

8.2 Alternate Security. City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

9.1 Contractor Certification of Compliance. By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

9.1.1 Drug-Free Workplace Certification. Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations: Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

9.1.3 Non-Discrimination Requirements.

9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP). Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

9.1.3.2 Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result

in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

9.1.3.3 Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.4 Equal Benefits Ordinance Certification. Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

9.1.5 Contractor Standards. Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.6 Noise Abatement. Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

9.1.7 Storm Water Pollution Prevention Program. Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

9.1.8 Service Worker Retention Ordinance. If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

9.1.9 Product Endorsement. Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

9.1.10 Business Tax Certificate. Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

9.1.11 Equal Pay Ordinance. Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the EPO.

9.1.11.1 Contractor and Subcontract Requirement. The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Any Contractor subject to the Equal Pay Ordinance shall require all of its subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

10.1 Conflict of Interest Laws. Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

10.2 Contractor's Responsibility for Employees and Agents. Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

10.3 Contractor's Financial or Organizational Interests. In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

10.4 Certification of Non-Collusion. Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or

solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

10.5 Hiring City Employees. This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

ARTICLE XI DISPUTE RESOLUTION

11.1 Mediation. If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

11.2 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

11.3 Expenses. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

11.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

11.5 Mediation Results. Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

ARTICLE XII MANDATORY ASSISTANCE

12.1 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations,

attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

12.2 Compensation for Mandatory Assistance. City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

12.3 Attorneys' Fees Related to Mandatory Assistance. In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

ARTICLE XIII MISCELLANEOUS

13.1 Headings. All headings are for convenience only and shall not affect the interpretation of this Contract.

13.2 Non-Assignment. Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

13.3 Independent Contractors. Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

13.4 Subcontractors. All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

13.5 Covenants and Conditions. All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

13.6 Compliance with Controlling Law. Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract

termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

13.7 Governing Law. The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

13.8 Venue. The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

13.9 Successors in Interest. This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

13.10 No Waiver. No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

13.11 Severability. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

13.12 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

13.13 Amendments. Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

13.14 Conflicts Between Terms. If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

13.15 Survival of Obligations. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

13.16 Confidentiality of Services. All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

13.17 Insolvency. If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

13.18 No Third Party Beneficiaries. Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

13.19 Actions of City in its Governmental Capacity. Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

EXHIBIT D

WAGE REQUIREMENTS: SERVICE AND MAINTENANCE CONTRACTS EXECUTED ON OR AFTER JANUARY 1, 2015

By signing this Contract, Bidder certifies that he or she is aware of the wage provisions described herein and shall comply with such provisions before commencing services.

A. PREVAILING WAGES. Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, Bidder and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below. This requirement is in addition to the requirement to pay Living Wage pursuant to San Diego Municipal Code Chapter 2, Article 2, Division 42. Bidder must determine which per diem rate is highest for each classification of work (i.e. Prevailing Wage Rate or Living Wage Rate), and pay the highest of the two rates to their employees. Living Wage applies to workers who are not subject to Prevailing Wage Rates.

1. Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, Bidder and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

1.1. Copies of such prevailing rate of per diem wages are on file at the City of San Diego's Equal Opportunity Contracting Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Bidder and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date

of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

2. Penalties for Violations. Bidder and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.

3. Payroll Records. Bidder and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Bidder shall require its subcontractors to also comply with section 1776. Bidder and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Bidder is responsible for ensuring its subcontractors submit certified payroll records to the City. Bidder and its subcontractors shall also furnish the records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required in Labor Code section 1771.4.

4. Apprentices. Bidder and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Bidder shall be held responsible for their compliance as well as the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.

5. Working Hours. Bidder and its subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

6. Required Provisions for Subcontracts. Bidder shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

7. Labor Code Section 1861 Certification. Bidder in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Bidder certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

8. Labor Compliance Program. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when

payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

9. Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. A Bidder 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 Contract Code, or enter into any contract for public work, as defined in this chapter of the Labor Code unless currently registered and qualified to perform the work pursuant to Section 1725.5. In accordance with Labor Code section 1771.1(a), "[i]t is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

9.1. A Bidder's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in a response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered contractor pursuant to Public Contract Code section 4107.

9.2. A Contract entered into with any Bidder or subcontractor in violation of Labor Code section 1771.1(a) shall be subject to cancellation, provided that a Contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, Bidder, or any subcontractor to comply with the requirements of section 1725.5 of this section.

9.3. By submitting a bid or proposal to the City, Bidder is certifying that he or she has verified that all subcontractors used on this public works project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Bidder shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.

10. Stop Order. For Bidder or its subcontractor(s) engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered Bidder or unregistered subcontractor(s) on ALL public works until the unregistered Bidder or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.

11. List of all Subcontractors. The City may ask Bidder for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers,

utilized on this contract at any time during performance of this contract, and Bidder shall provide the list within ten (10) working days of the City's request. Additionally, Bidder shall provide the City with a complete list of all subcontractors utilized on this contract (regardless of tier), within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Bidder until at least 30 days after this information is provided to the City.

12. Exemptions for Small Projects. There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Bidder shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

12.1. Registration. The Bidder will not be required to register with the DIR for small projects. (Labor Code section 1771.1).

12.2. Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Bidder will need to keep those records for at least three years following the completion of the contract. (Labor Code section 1771.4).

12.3. List of all Subcontractors. The Bidder shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 11 above. (Labor Code section 1773.3).

CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPARTMENT
1200 Third Avenue, Suite 200
San Diego, CA 92101-4195
Fax: (619) 236-5904

ADDENDUM A

Request for Proposal (RFP) 10090135-24-R Closing Date: **April 12, 2024, at 2:00 p.m.**

Proposal for furnishing the City of San Diego with **Residential Lead Hazard Abatement and Hazardous Waste Disposal Services**

The following changes to the specifications are hereby made effective as though they were originally shown and/or written:

1. Remove the original RFP Cover Sheet, and replace with the attached Addendum A, RFP Cover Sheet.
2. Remove the original Signature Page (pg 3) and replace with the attached Addendum A, Signature Page (pg 3).
3. *Add* one (1) page "Questions and Answers". (**NOTE:** The questions and answers are being provided for informational purposes only, and are not part of any resulting contract from this RFP.)

CITY OF SAN DIEGO PURCHASING & CONTRACTING DEPARTMENT

Rene Lelevier

Rene Lelevier
Senior Procurement Contracting Officer
Purchasing and Contracting
April 8, 2024



**Request for Proposal (RFP) for Residential Lead Hazard Abatement and
Hazardous Waste Disposal Services**

Addendum A

Solicitation Number:	RFP No. 10090135-24-R
Solicitation Issue Date:	March 15, 2024
Questions and Comments Due:	March 29, 2024 @ 12:00 p.m.
Response Due Date and Time (“Closing Date”):	April 12, 2024 @ 3:00 p.m.
Contract Terms:	One (1) year from Effective Date, With four (4), one (1) year options to renew, as defined in Article I, Section 1.2 of the City’s General Contract Terms and Provisions.
City Contact:	Rene Lelevier, Senior Procurement Contracting Officer Rlelevier@sandiego.gov (619)-236-5923
Submissions:	Bidder is required to provide one (1) original hard copy and one (1) electronic copy (e.g., thumb drive or CD), or an electronic proposal via PlanetBids, of their response as described herein.

Completed and signed RFP signature page is required, with most recent addendum listed as acknowledgement of all addenda issued.

Note: Emailed submissions will not be accepted. Instructions for electronic submissions are provided as an attachment in PlanetBids.

5.4 Counterparts. This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

5.5 Public Agencies. Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

CITY OF SAN DIEGO
A Municipal Corporation

Proposer

BY:

Street Address

Print Name:

City

Director, Purchasing & Contracting
Department

Telephone No.

Date Signed

E-Mail

BY:

Signature of
Proposer's Authorized
Representative

Approved as to form this ____ day of

_____, 20____.
MARA W. ELLIOTT, City Attorney

Print Name

BY: _____
Deputy City Attorney

Title

Date

RFP 10090135-24-R
Residential Lead Hazard Abatement and Hazardous Waste Disposal Services
Environmental Services Department
Questions and Answers

Question 1: Can we include a narrative for each of Evaluation Criteria, A, B and C?

Response: Please refer to Exhibit A, Tab B - Executive Summary and Responses to Specifications, Section 2.12.

CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPARTMENT
1200 Third Avenue, Suite 200
San Diego, CA 92101-4195
Fax: (619) 236-5904

ADDENDUM B

Request for Proposal (RFP) 10090135-24-R

Closing Date: **April 12, 2024, at 3:00 p.m.**

Proposal for furnishing the City of San Diego with **Residential Lead Hazard Abatement and Hazardous Waste Disposal Services**

The following changes to the specifications are hereby made effective as though they were originally shown and/or written:

1. Change bid closing time from 10:00 to 3:00 PM on PlanetBids.
2. Remove the original RFP Cover Sheet, and replace with the attached Addendum B, RFP Cover Sheet.
3. Remove the original Signature Page (pg 3) and replace with the attached Addendum B, Signature Page (pg 3).

CITY OF SAN DIEGO PURCHASING & CONTRACTING DEPARTMENT

Rene Lelevier

Rene Lelevier
Senior Procurement Contracting Officer
Purchasing and Contracting
April 12, 2024



Request for Proposal (RFP) for Residential Lead Hazard Abatement and Hazardous Waste Disposal Services

Addendum B

Solicitation Number:	RFP No. 10090135-24-R
Solicitation Issue Date:	March 15, 2024
Questions and Comments Due:	March 29, 2024 @ 12:00 p.m.
Response Due Date and Time ("Closing Date"):	April 12, 2024 @ 3:00 p.m.
Contract Terms:	One (1) year from Effective Date, With four (4), one (1) year options to renew, as defined in Article I, Section 1.2 of the City's General Contract Terms and Provisions.
City Contact:	Rene Lelevier, Senior Procurement Contracting Officer Rlelevier@sandiego.gov (619)-236-5923
Submissions:	Bidder is required to provide one (1) original hard copy and one (1) electronic copy (e.g., thumb drive or CD), or an electronic proposal via PlanetBids, of their response as described herein.

Completed and signed RFP signature page is required, with most recent addendum listed as acknowledgement of all addenda issued.

Note: Emailed submissions will not be accepted. Instructions for electronic submissions are provided as an attachment in PlanetBids.

5.4 Counterparts. This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

5.5 Public Agencies. Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

CITY OF SAN DIEGO
A Municipal Corporation

Proposer

BY:

Street Address

Print Name:

City

Director, Purchasing & Contracting
Department

Telephone No.

Date Signed

E-Mail

BY:

Signature of
Proposer's Authorized
Representative

Approved as to form this ____ day of

_____, 20____.
MARA W. ELLIOTT, City Attorney

Print Name

BY: _____
Deputy City Attorney

Title

Date

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

“Principal” means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of Attachment A.

A. BID/PROPOSAL/SOLICITATION TITLE:

Residential Lead Hazard Abatement and Hazardous Waste Disposal Services

B. BIDDER/PROPOSER INFORMATION:

Grondin Construction Inc.			Attachment 2
Legal Name		DBA	
9903 Businesspark Ave. #101	San Diego	CA	92131
Street Address	City	State	Zip
Anthony Grondin, President	(858) 549-1682		
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Anthony Grondin	President
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
50%	
Interest in the transaction	

Caroline Grondin	Secretary
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
50%	
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?

Yes No

If **Yes**, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?

Yes No

If **Yes**, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?

Yes No

If **Yes**, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

Corporation Date incorporated: 10/01/1997 State of incorporation: California

List corporation's current officers: President: Anthony Grondin
 Vice Pres: Caroline Grondin
 Secretary: Caroline Grondin
 Treasurer: Anthony Grondin

Type of corporation: C Subchapter S

Is the corporation authorized to do business in California: Yes No

If **Yes**, after what date: 10/01/1997

Is your firm a publicly traded corporation? Yes No

If Yes, how and where is the stock traded? _____

If Yes, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? Yes No

If Yes, please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	\$ _____
		Book	\$ _____
		Market	\$ _____

Limited Liability Company Date formed: _____ State of formation: _____

List the name, title and address of members who own ten percent (10%) or more of the company:

N/A

Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

N/A

Sole Proprietorship Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

N/A

Joint Venture Date formed: _____

List each firm in the joint venture and its percentage of ownership:

N/A

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?

Yes No

If **Yes**, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?

Yes No

If **Yes**, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?

Yes No

If **Yes**, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: Bank of America

Point of Contact: Mr. Jones

Address: 9290 Mira Mesa Blvd.

Phone Number: (858) 684-3493

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: B1999007453 Year Issued: 11-01-1997

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

Yes No

If Yes, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

Yes No

If Yes, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

Yes No

If Yes, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

Yes No

If Yes, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

Yes No

If Yes, use Attachment A to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

Yes No

If Yes, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: San Diego Housing Commission

Contact Name and Phone Number: Dante Durnal 619-851-4483

Contact Email: danted@sdhc.org

Address: 701 B st. Suite 530 San Diego, CA 92101

Contract Date: August 2021

Contract Amount: \$1,561,195.28 PM122, PM125

Requirements of Contract: Complete rehab of 13 single family homes

Company Name: San Diego Housing Commission

Contact Name and Phone Number: Tom Mudd 619-571-3984

Contact Email: thomm@sdhc.org

Address: 701 B st. 530 San Diego CA, 92101

Contract Date: August 2019

Contract Amount: \$968,152.32 PM83, PM91

Requirements of Contract: Complete rehab of residential housing

Company Name: Environmental Health Coalition

Contact Name and Phone Number: Leticia Ayala 619-474-0220

Contact Email: leticia@environmentalhealth.org

Address: 2727 Hoover Ave. Suite 202 National City CA, 91950

Contract Date: December 2023

Contract Amount: \$34,730.00

Requirements of Contract: Lead Abatement in Residential Housing
Rose/Coolidge

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?

Yes No

If **Yes**, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?
 Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?
 Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?
 Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?
 Yes No

If **Yes**, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?
 Yes No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?
 Yes No

Certification # _____

3. Are you certified as any of the following:
a. Disabled Veteran Business Enterprise Certification # _____
b. Woman or Minority Owned Business Enterprise Certification # _____
c. Disadvantaged Business Enterprise Certification # _____

J. WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local prevailing, minimum, or living wage laws? Yes No If **Yes**, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: North State Environmental - Southern California
Address: 1045 West Rialto Ave. Rialto, CA 92376
Contact Name: Karen Sedana Phone: 909-875-9288 Email: Karen.Sedano@north-state.com
Contractor License No.: 920453 DIR Registration No.: 100007331
Sub-Contract Dollar Amount: \$ TBD (per year) \$ _____ (total contract term)
Scope of work subcontractor will perform: Hazardous Waste Disposal Services
Identify whether company is a subcontractor or supplier: Subcontractor
Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified
Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: _____
Address: _____
Contact Name: _____ Phone: _____ Email: _____
Contractor License No.: _____ DIR Registration No.: _____
Sub-Contract Dollar Amount: \$ _____ (per year) \$ _____ (total contract term)
Scope of work subcontractor will perform: _____
Identify whether company is a subcontractor or supplier: _____
Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified
Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

FACILITIES OWNED AND OPERATED BY NORTH STATE ENVIRONMENTAL

North State Environmental – Northern California Since 1980

Mailing Address: P.O. Box 2148, South San Francisco, CA 94083-2148

Physical Address: 220 South Spruce Ave., Suite 200, South San Francisco, CA 94080

Phone: 650-588-2838

Fax: 650-588-1950

Toll Free: 866-NSE-3200

Maxine Balistreri – President

North State Environmental – Southern California Since 1998

1045 West Rialto Avenue, Rialto, CA 92376

Phone: 909-875-9288

Fax: 909-421-7039

Toll Free: 866-673-3200

Karen Sedano – Operations Manager – Cell: 909-376-7391

PERMITS

International Fuel Tax Agreement License CA94267664400; Expires: 12/31/2024

Alliance for Uniform HazMat Transportation #UPM-197187-NV; Expires: 12/31/2024

↻ California HazMat Trans License #92754; Expires: 11/30/2024

DOT – Sacramento Haz Waste Transport Registration #0539; Expires: 06/30/2024

EPA ID# CAR 000 206 086; 03/05/2010 (Non-Expiring)

Medical Waste Transporter Registration #0539; Issues: 05/08/1998 (Non-Expiring)

Motor Carrier Permit CA #0000767; Issued 11/27/2007 (Non-Expiring)

Trauma Scene Waste Management Practitioner Registration #511; Expires: 06/16/2024

US DOT – Motor Certificate #595181-C; Service date: 04/25/2007 (Non-Expiring)

US DOT HazMat Certificate of Reg. (PHMSA) 051717551003ZB Expires 06/30/2026

US DOT# 197187 Effective: 09/15/2014 (Non-Expiring)

Waste Tire Hauler Certification; Expires: 12/31/2024

Inedible Kitchen Grease Transporter – Commercial Reg#IKC-10672; Expires 12/31/2024

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. TYPE OF SUBMISSION: This document is submitted as:

- Initial submission of *Contractor Standards Pledge of Compliance*
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- Update of prior *Contractor Standards Pledge of Compliance* dated _____.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

(a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

Anthony Grondin
Name and Title President


Signature

03/26/2024
Date

**City of San Diego
CONTRACTOR STANDARDS
Attachment "A"**

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed.
Print in ink or type responses and indicate question being answered.

Additional References

Contract Name: LEAD ABATEMENT IN RESIDENTIAL HOUSING

2016 - 2018 \$1.58 Million
City of San Diego
Robert Cox, Administrative Representative
9601 Ridgehaven Court, STE 320
San Diego, CA 92123
Office: 619 884 6390
Email rcox@sandiego.gov

Contract Name: Various

Jose Corrales
Housing Construction Manager
Real Estate Division | Development Department
San Diego Housing Commission
1122 Broadway, Suite 300, San Diego, CA 92101
619-578-7651 (o)
josec@sdhc.org

Contract Name

FY23 - AWTP Aluminum Carport Installation – 40'
FY23 - AWTP Aluminum Carport Installation – 60'
FY24 - AWTP Aluminum Carport Installation Additional Panels
FY23 - Construction of Alvarado Water Treatment Plant Ozone Improvements

Jorge A. Garcia
Plant Process Control Supervisor/Plant Maintenance Coordinator
City of San Diego
Water Production Division, Alvarado Water Treatment Plant
5540 Kiowa Drive La Mesa, Ca 91942
Office: (619) 668-2764
jagarcia@sandiego.gov

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Anthony Grondin, President

Print Name, Title



Signature

4/4/24

Date

City of San Diego
CONTRACTOR STANDARDS
Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed.
Print in ink or type responses and indicate question being answered.

Grondin Construction Inc.
Additional references

2004 – Present
Maurcell Gresham
Senior Procurement & Contract Analyst
San Diego Housing Commission
1122 Broadway, Suite 300,
San Diego, CA 92101

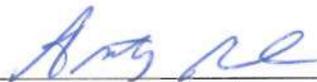
Office: (619) 578-7485

Email:maurcell@sdhc.org

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Anthony Grondin, President

Print Name, Title



Signature

4/14/24

Date

**City of San Diego
CONTRACTOR STANDARDS
Attachment "A"**

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

Grondin Construction Inc.
Site Equipment/Tool Mobilization Inventory

- Ladders (step & extension) various sizes
- HEPA vacuums; 5 gallon, 1 gallon, backpacks, hand held, suitcase
- Paint shaver pro x2, paint eater
- HEPA attachments for multiple power tools
- Small scaffolding - rolling and stackable
- Multiple power tools, planer, circular saws, reciprocate saws, table saws, chop saws, roto hammer, screw guns, roto tip, etc.
- All hand tools
- Extension cords in various lengths
- Hand scrapers, spray bottles, Hudson sprayers, misters
- Airless paint sprayer x4, paint rollers, extension polls, paint brushes, etc.
- Drywall tools: drywall knives in different sizes, tape roller, pans, sanders, etc.
- All PPE
- Garden hoses in various lengths and attachments
- Construction plastic, fence barrier cones, etc.

Additional specialized apparatus is available as needed

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Anthony Grondin, President

Print Name, Title



Signature



Date

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

GOODS AND SERVICES CONTRACTOR REQUIREMENTS

I. City's Equal Opportunity Contracting Commitment.

The City of San Diego (City) promotes equal employment and subcontracting opportunities. The City is committed to ensuring that taxpayer dollars spent on public contracts are not paid to businesses that practice discrimination in employment or subcontracting. The City encourages all companies seeking to do business with the City to share this commitment. Contractors are encouraged to take positive steps to diversify and expand their subcontractor and supplier solicitation base and to offer opportunities to all eligible business firms.

Contractors must submit the required EOCP documentation indicated below with their bids. Contractors who fail to provide the required EOCP documentation are considered non-responsive.

II. Definitions.

Commercially Useful Function: a Small Local Business Enterprise or Emerging Local Business Enterprise (SLBE/ELBE) performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SLBE/ELBE shall also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether a SLBE/ELBE is performing a commercially useful function, an evaluation will be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE/ELBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE/ELBE credit claimed for its performance of the work, and other relevant factors. Specifically, a SLBE/ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE/ELBE participation, when in similar transactions in which SLBE/ELBE firms do not participate, there is no such role performed.

Disadvantaged Business Enterprise (DBE): a certified business that is (1) at least fifty-one (51%) owned by socially and economically Disadvantaged Individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically Disadvantaged Individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners. Disadvantaged Individuals include Black Americans, Hispanic Americans, Asian Americans, and other minorities, or individual found to be disadvantaged by the Small Business Administration pursuant to Section 8 of the Small Business Reauthorization Act.

Disabled Veteran: Disabled Veteran Business Enterprise (DVBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more Disabled Veterans; and (2) business operations must be managed and controlled by one or more Disabled Veterans. A Disabled Veteran is a veteran of the U.S. military, naval, or air service who resides in California and has a service-connected disability of at least 10% or more. The firm shall be certified by the State of California's Department of General Services, Office of Small and Minority Business.

Emerging Business Enterprise (EBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and which meets all other criteria set forth in regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for EBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace.

Emerging Local Business Enterprise (ELBE): a Local Business Enterprise that is also an Emerging Business Enterprise.

Local Business Enterprise (LBE): a business that has both a principle place of business and a significant employment presence in the County of San Diego, and that has been in operation for twelve (12) consecutive months.

Minority Business Enterprise (MBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minority owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.

Other Business Enterprise (OBE): any business which does not otherwise qualify as Minority, Woman, Disadvantaged, or Disabled Veteran Business Enterprise.

Principle Place of Business: a location wherein a business maintains a physical office and through which it obtains no less than fifty percent (50%) of its gross annual receipts.

Significant Employee Presence: no less than twenty-five percent (25%) of a business's total number of employees.

Small Business Enterprise (SBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and that meets all other criteria set forth in regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for SBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace. A business certified as a DVBE by the State of California, and that has provided proof of such certification to the City Manager, shall be deemed to be an SBE.

Small Local Business Enterprise (SLBE): a Local Business Enterprise that is also a Small Business Enterprise.

Women Business Enterprise (WBE): a certified business that is (1) at least fifty-one percent (51 %) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.

III. Disclosure of Discrimination Complaints.

As part of its bid, Contractor shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken. (Attachment AA).

IV. Workforce Report and Equal Opportunity Outreach Plan.

- A. Work Force Report. Contractors shall submit with their bid a Work Force Report (WFR) for approval by the City. (Attachment BB). If the City determines that there are under representations when compared to County Labor Force Availability data, then the Contractor will also be required to submit an Equal Employment Opportunity Plan (EEOP) to the City for approval. Questions regarding the WFR should be directed to the Equal Opportunity Contracting Department.
- B. Duty to Comply with Equal Opportunity Outreach Plan. A Contractor for whom an EEOP has been approved by the City shall use best efforts to comply with that EEOP.

V. Small and Local Business Program Requirements.

The City has adopted a Small and Local Business Preference Program for goods and services contracts. The SLBE requirements are set forth in Council Policy 100-10. For goods, services, and consultant contracts in which the Purchasing Agent is required to advertise for sealed bids in the City's official newspaper:

- A. The City shall apply a bid discount in the way of:
 - a. Five percent (5%) discount off the bid price for SLBE or ELBE prime contractors; or
 - b. Five percent (5%) discount off the bid price for prime contractors achieving the voluntary goal of twenty percent (20%) for SLBE or ELBE subcontractor participation set forth in Subsection B below.

The discount will not apply if an award to the discounted bidder would result in a total contract cost of \$50,000 in excess of the low, non-discounted bid. In the event of a tie between a discounted bidder and non-

discounted bidder, the discounted bidder will be awarded the contract. The discount shall be taken off the total contract value, including contract option years.

- B. Include a voluntary subcontractor participation requirement of 20% of the total bid price for SLBE or ELBEs.

VI. Maintaining Participation Levels.

- A. Bid discounts are based on the bidder's level of participation proposed prior to the award of the goods, services, or consultant contract. Bidders are required to achieve and maintain the SLBE or ELBE participation levels throughout the duration of the goods, services, or consultant contract.
- B. If the City modifies the original specifications, the bidder shall make reasonable efforts to maintain the SLBE or ELBE participation for which the bid discount was awarded. The City must approve in writing a reduction in SLBE or ELBE participation levels.
- C. Bidder shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or ELBE subcontractor.
- D. Bidder's failure to maintain SLBE or ELBE participation levels as specified in the goods, services, or consultant contract shall constitute a default and grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.
- E. The remedies available to the City under Council Policy 100-10 are cumulative to all other rights and remedies available to the City.

VII. Certifications.

The City accepts certifications of MBE, WBE, DBE, or DVBE from the following certifying agencies:

- A. Current certification by the State of California Department of Transportation (CALTRANS) as DBE.
- B. Current MBE or WBE certification from the California Public Utilities Commission.
- C. DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.
- D. Current certification by the City of Los Angeles as DBE, WBE, or MBE.

Subcontractors' valid proof of certification status e.g., copy of MBE, WBE, DBE, or DVBE certification must be submitted with the ITB. MBE, WBE, DBE, or DVBE certifications are listed for informational purposes only.

VIII. List of Attachments.

- AA. Contractors Certification of Pending Actions
- BB. Work Force Report

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.
- The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN

Contractor Name: Grondin Construction Inc.

Certified By Anthony Grondin Name Title President

Anthony Grondin Signature Date 03-26-2024

EQUAL OPPORTUNITY CONTRACTING (EOC)
1200 Third Avenue, Suite 200 • San Diego, CA 92101
Phone: (619) 236-6000 • Fax: (619) 236-5904

BB. WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

**NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION**

Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: Grandin Construction Inc.

ADA/DBA: Grandin Construction Inc.

Address (Corporate Headquarters, where applicable): 9903 Businesspark Ave. #101

City: San Diego County: San Diego State: CA Zip: 92131

Telephone Number: 858-549-1682 Fax Number: N/A

Name of Company CEO: Anthony Grandin

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____ Email: _____

Type of Business: Construction Type of License: B

The Company has appointed: Caroline Grandin

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 9903 Businesspark Ave. #101

Telephone Number: 858-549-1682 Fax Number: N/A Email: grandinconstruction@msn.com

- One San Diego County (or Most Local County) Work Force - Mandatory
- Branch Work Force *
- Managing Office Work Force

Check the box above that applies to this WFR.

*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

I, the undersigned representative of Grandin Construction Inc.
(Firm Name)

San Diego, CA hereby certify that information provided
(County) (State)

herein is true and correct. This document was executed on this 26th day of March, 2024

[Signature]
(Authorized Signature)

Caroline Grandin
(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Grandin Construction Inc.

DATE: 03-26-2024

OFFICE(S) or BRANCH(ES): Main office

COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial		1										1		
Professional													1	
A&E, Science, Computer														
Technical														
Sales														
Administrative Support													1	
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column		1										1	2	
--------------------	--	---	--	--	--	--	--	--	--	--	--	---	---	--

Grand Total All Employees

4

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: Grondin Construction Inc.

DATE: 08-26-2024

OFFICE(S) or BRANCH(ES): Main office

COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters			2											
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians					1									
Elevator Installers														
First-Line Supervisors/Managers											1			
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance	1		2											
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column	1		4		1							1		
--------------------	---	--	---	--	---	--	--	--	--	--	--	---	--	--

Grand Total All Employees 7

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Attachment 6

LICENSES, REGISTRATIONS AND CERTIFICATIONS

Complete the below listing of licenses, certifications, registrations All licenses and certifications must be in good standing.

DIR Registration		
DIR Registration No.	Expiration Date	Name
1000001287	06-30-2025	Grondin Construction Inc

California Highway Patrol – Hazardous Materials Transportation License		
License No.	Expiration Date	Name
#92754	11/30/2024	North State Environmental - Southern California

California Dept of Toxic Substances Control – Hazardous Waste Transportation Registration		
Registration No.	Expiration Date	Name
#0539	06/30/2024	North State Environmental - Southern California

California General Contractor's License			
Agency Name	Type	License Number	Expires
Contractor's State License Board	B	741287	03-31-2026
Contractor's State License Board	C-33	741287	03-31-2026
Contractor's State License Board	C-9	741287	03-31-2026

EPA Firm Certification			
Agency Name	Number	Issue Date	Expires
Grondin Construction Inc.	NAT-19383-3	09-19-2014	02-01-2025

Lead Hazard Remediation Certifications				
Name	Full time employee of respondent agency?	Certification Type	Certification Number	Expires
Anthony Grondin	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> CDPH Supervisor <input checked="" type="checkbox"/> CDPH Worker <input checked="" type="checkbox"/> EPA Cert Renovator	LRC-00000718 LRC-00012587 R-R-08846-24-00412	<u>05-17-2025</u> <u>03-26-2025</u> <u>02-02-2029</u>
John Tychsen	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> CDPH Supervisor <input checked="" type="checkbox"/> CDPH Worker <input checked="" type="checkbox"/> EPA Cert Renovator	LRC-00000732 LRC-00012590 R-R-08846-24-00413	<u>12-07-2024</u> <u>03-26-2025</u> <u>02-02-2029</u>
Simon Grondin	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> CDPH Supervisor <input checked="" type="checkbox"/> CDPH Worker <input type="checkbox"/> EPA Cert Renovator	LRC-00012188 LRC-00000722 R-I-08846-24-08202	<u>12-19-2024</u> <u>07-10-2024</u> <u>01-29-2029</u>
Jesus Basutista	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> CDPH Supervisor <input checked="" type="checkbox"/> CDPH Worker <input type="checkbox"/> EPA Cert Renovator	LRC-00000809	<u>12-20-2024</u>
Juan Abarca	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> CDPH Supervisor <input checked="" type="checkbox"/> CDPH Worker <input type="checkbox"/> EPA Cert Renovator	LRC-00007090	<u>09-06-2024</u>
Carlos Discua	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> CDPH Supervisor <input checked="" type="checkbox"/> CDPH Worker <input type="checkbox"/> EPA Cert Renovator	LRC-0001051	<u>10-11-2024</u>
Ernie Garza	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> CDPH Supervisor <input checked="" type="checkbox"/> CDPH Worker <input type="checkbox"/> EPA Cert Renovator	LRC-00011439	<u>07-10-2024</u>
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> CDPH Supervisor <input type="checkbox"/> CDPH Worker <input type="checkbox"/> EPA Cert Renovator		
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> CDPH Supervisor <input type="checkbox"/> CDPH Worker <input type="checkbox"/> EPA Cert Renovator		

Attached additional pages as needed.



Contractor's License Detail for License # 920453

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 8/30/2024 1:27:13 PM

Business Information

NORTH STATE ENVIRONMENTAL
 P O BOX 2148
 SOUTH SAN FRANCISCO, CA 94080
 Business Phone Number:(650) 588-2838

Entity Corporation
Issue Date 08/06/2008
Expire Date 08/31/2026

License Status

This license is current and active.

All information below should be reviewed.

Classifications

A - GENERAL ENGINEERING

Certifications

- HAZ - HAZARDOUS SUBSTANCES REMOVAL

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with [WESTERN SURETY COMPANY](#).
Bond Number: 70515139
Bond Amount: \$25,000
Effective Date: 01/01/2023
[Contractor's Bond History](#)

Bond of Qualifying Individual

This license filed Bond of Qualifying Individual number **7901113957** for **PATRICK MICHAEL JOHNSON** in the amount of \$25,000 with [NATIONWIDE MUTUAL INSURANCE COMPANY](#).
Effective Date: 01/01/2023
[BQI's Bond History](#)

This license has workers compensation insurance with the [STATE COMPENSATION INSURANCE FUND](#)

Policy Number: 9306068

Effective Date: 10/01/2022

Expire Date: 10/01/2024

[Workers' Compensation History](#)

Workers' compensation classification code(s):

9403 - Description Unavailable

8810 - Clerical Office Employees

For a description of the workers' compensation classification code(s) listed for this licensee, contact the licensee's insurance carrier. Contact information for the licensee's insurer is available by clicking the insurer link above. Classification codes are also available on the Workers' Compensation Insurance Rating Bureau's classification search page.

The board does not verify or investigate the accuracy of classification codes displayed.

Other

▶ Personnel listed on this license (current or disassociated) are listed on other licenses.

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SAN DIEGO
HOUSING
COMMISSION

3/1/2024

Certification Number: 11S3BC030201
Certification Issue Date: 3/01/2024
Certification Expiration Date: 2/28/2027

Grondin Construction, Inc.
9903 Business Park Avenue, Suite 101
San Diego, CA 92131

Dear Grondin Construction, Inc.:

I am pleased to inform you that your re-certification as a Section 3 Business Concern has been approved by the San Diego Housing Commission (SDHC), making your firm eligible for future contracting opportunities.

Two months before your certification expiration date, SDHC will contact you to begin the recertification process. You must respond to the request for recertification to keep your Section 3 Business Concern status; failure to respond can result in decertification. Additionally, we reserve the right to assess your program eligibility and compliance at any time.

Information about SDHC bidding opportunities and tools to download bid documents are provided through PlanetBids, a free web-based vendor and bid management system. If you choose to register, please make sure all information about your company is accurate and up-to-date. Certification does not guarantee any contract award. Your ability to research bid opportunities and demonstrate that you are a qualified, responsive and responsible contractor will be the key to your success in this program. To register with PlanetBids, please follow these instructions:

1. Go online to [San Diego Housing Commission Vendor Portal](#)
2. Select "New Vendor Registration."
3. Upon successful registration, you will receive a confirmation email and begin receiving notifications about SDHC's formal procurement solicitations.

Note: Each agency utilizing PlanetBids has its own database of vendors and its own Vendor Portal. Therefore, even if you are already registered with another agency using PlanetBids, you must create a NEW profile specifically for SDHC.

If you have any questions, you may contact me at section3@sdhc.org

Sincerely,

Sharon Chambers-Feaster
Section 3, Program Manager

To verify most current certification status go to: <https://www.caleprocure.ca.gov>



Office of Small Business & DVBE Services

Certification ID: 1560260

Legal Business Name:

Grondin Construction Inc

Doing Business As (DBA) Name 1:

Grondin Construction Inc.

Doing Business As (DBA) Name 2:

Grondin Construction Inc.

Address:

9835 CARROLL CENTRE RD 102

102

CA

San Diego

CA 92126

Email Address:

GRONDINCONSTRUCTION@MSN.COM

Business Web Page:

www.grondinconstructioninc.com

Business Phone Number:

858/549-1682

Business Fax Number:

Business Types:

Construction , Service

Certification Type	Status	From	To
SB(Micro)	Approved	11/21/2022	11/30/2024
SB-PW	Approved	11/21/2022	11/30/2024

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!

-LOG IN at [CaleProcure.CA.GOV](https://www.caleprocure.ca.gov)

Questions?

Email: OSDSHELP@DGS.CA.GOV

Call OSDS Main Number: 916-375-4940

707 3rd Street, 1-400, West Sacramento, CA 95605



Secretary of State Certificate of Status

I, SHIRLEY N. WEBER, PH.D., California Secretary of State, hereby certify:

Entity Name: GRONDIN CONSTRUCTION, INC.
Entity No.: 2257637
Registration Date: 07/28/2000
Entity Type: Stock Corporation - CA - General
Formed In: CALIFORNIA
Status: Active

The above referenced entity is active on the Secretary of State's records and is authorized to exercise all its powers, rights and privileges in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the date of this certificate and does not reflect documents that are pending review or other events that may impact status.

No information is available from this office regarding the financial condition, status of licenses, if any, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate and affix
the Great Seal of the State of California this day of
September 21, 2023.

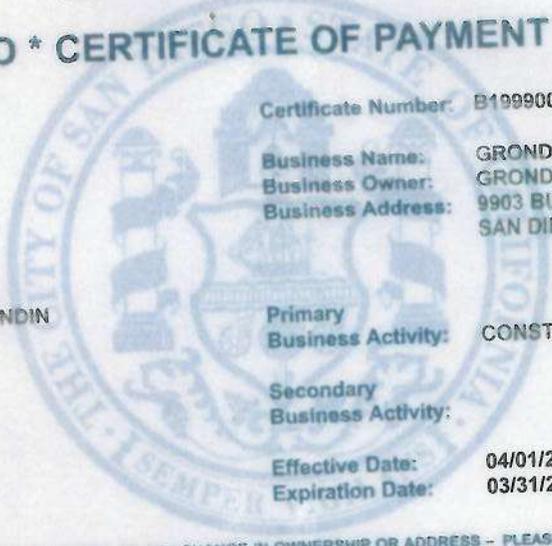
SHIRLEY N. WEBER, PH.D.
Secretary of State

Certificate No.: 146908637

To verify the issuance of this Certificate, use the Certificate No. above with the Secretary of State Certification Verification Search available at bizfileOnline.sos.ca.gov.

POST IN CONSPICUOUS PLACE OR KEEP ON PERSON

CITY OF SAN DIEGO * CERTIFICATE OF PAYMENT OF BUSINESS TAX



GRONDIN CONSTRUCTION
ANTHONY GRONDIN/CAROLINE GRONDIN
9903 BUSINESSPARK AVE #101
SAN DIEGO CA 92131-1120

Certificate Number: B1999007453
Business Name: GRONDIN CONSTRUCTION
Business Owner: GRONDIN CONSTRUCTION INC
Business Address: 9903 BUSINESSPARK AVE #101
SAN DIEGO CA 92131-1120
Primary Business Activity: CONSTRUCTION
Secondary Business Activity:
Effective Date: 04/01/2024
Expiration Date: 03/31/2025

PLEASE NOTIFY THE CITY TREASURER'S OFFICE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS - PLEASE SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

BUSINESS FILE COPY

CITY OF SAN DIEGO
CERTIFICATE OF PAYMENT OF BUSINESS TAX
PO BOX 122289, SAN DIEGO, CA 92112-2289
1200 3RD AVENUE, MS 51T, SAN DIEGO, CA 92101
(619) 615-1500; FAX (619) 533-3272
www.sandiego.gov/treasurer

Certificate Number: B1999007453 PIN: 5UXF5
Business Name: GRONDIN CONSTRUCTION
Business Owner: GRONDIN CONSTRUCTION INC
Business Address: 9903 BUSINESSPARK AVE #101
SAN DIEGO CA 92131-1120

Primary Business Activity: CONSTRUCTION
Secondary Business Activity:

Effective Date: 04/01/2024
Expiration Date: 03/31/2025

Mailing Address: GRONDIN CONSTRUCTION
ANTHONY GRONDIN/CAROLINE GRONDIN
9903 BUSINESSPARK AVE #101
SAN DIEGO CA 92131-1120



GRONDIN CONSTRUCTION
ANTHONY GRONDIN/CAROLINE GRONDIN
9903 BUSINESSPARK AVE STE 101
SAN DIEGO, CA 92131-1120



This certificate acknowledges payment of business taxes pursuant to the San Diego Municipal Code. This **is not** a License to do business within the City of San Diego in violation of any section of the Municipal Code or regulation adopted by the City Council including, but not limited to: Zoning restrictions; Land Use specifications as defined in Planned Districts, Redevelopment areas, Historical Districts, or Revitalization areas; Business Tax Regulations; Police Department Regulations; and Fire, Health or Sanitation Permits and Regulations.

This document is issued without verification that the payer is subject to or exempt from licensing by the State of California.

Payment of the required tax at the time or times due is for the term and purpose stated and is pursuant to City Ordinance. Please refer to delinquency information under "Notice".

NOTICE: It is the responsibility of the certificate holder to renew this certificate of payment of business tax within the proper time limits. Failure to do so, even if you have not received a renewal notice, will result in the assessment of a penalty. Please note your expiration date on this certificate above. The certificate holder is requested to notify the City Treasurer's Office upon sale or closure of the business, change of location, or change of business activity.

The tax or fees collected are **Not Refundable** unless collected as a direct result of an error by the City of San Diego.

This certificate is **NOT** transferable for a change in business ownership.

See reverse side.



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **741287**

Entity **CORP**

Business Name **GRONDIN CONSTRUCTION INC**

Classification(s) **B C33 C-9**

Expiration Date **03/31/2026**

www.cslb.ca.gov





CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 741287

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- 1. CSLB complaint disclosure is restricted by law (B&P 7124.6) if this entity is subject to public complaint disclosure click on link that will appear below for more information. [Click here for a definition of disclosable actions](#)
- 2. Only convictions related to judgments reported to CSLB are disclosed (B&P 207, 21)
- 3. Arbitrations are not listed unless the contractor fails to comply with the terms.
- 4. Due to workload, there may be relevant information that has not yet been entered into the board's online database

Data current as of 4/5/2024 12:38:22 PM

GRONDIN CONSTRUCTION, INC
 9903 BUSINESSPARK AVE #101
 SAN DIEGO, CA 92131
 Business Phone Number: (619) 549-1682

Entity: Corporation
Issue Date: 10/09/1997
Reissue Date: 03/06/2002
Expire Date: 03/31/2026

This license is current and active.

All information below should be reviewed.

- ▶ B - GENERAL BUILDING
- ▶ C03 - PAINTING AND DECORATING
- ▶ C-9 - DRYWALL

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.

Bond Number: 9046443
Bond Amount: \$25,000
Effective Date: 03/01/2023

Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual ANTHONY RICHARD GRONDIN certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 04/08/2022

BQI's Bond History

This license has workers' compensation insurance with the STATE COMPENSATION INSURANCE FUND

Policy Number: 9120870
Effective Date: 01/01/2019
Expire Date: 01/01/2025

Workers' Compensation History



EXECUTIVE SUMMARY

Grondin Construction Inc., located in the City of San Diego has been a licensed General Contractor since 1997. We have been contracting with public agencies for over 20 years; including the San Diego Housing Commission and the City of San Diego. Grondin Construction Inc. is prequalified with the City of San Diego.

Grondin Construction Inc. has successfully completed over 400 lead abatement projects with these two organizations.

Grondin Construction Inc. has the financial stability to complete large projects, as proven by several multiple million-dollar projects completed on time, over the past 20 years.

All site personnel reside in San Diego and are certified in lead abatement. We have trained supervisors to complete all projects. We have replaced over 2,000 retrofit windows during lead abatement projects and have worked directly with the City of San Diego Historical Review Board on numerous projects.

Grondin Construction Inc. have replaced over 400 interior/exterior doors during lead abatement projects and has worked directly with the City of San Diego on numerous projects.

We believe Grondin Construction Inc. is the best qualified Contractor to provide residential lead abatement services because of our experience with lead abatement projects, proven results with public entities, prevailing wage projects and customer service.

Between 2016 – 2018, we successfully completed: LEAD ABATEMENT IN RESIDENTIAL HOUSING (\$1.58 million) monitored by the City of San Diego, Robert Cox, Administrative Representative 9601 Ridgehaven Court, STE 320, San Diego, CA 92123.

Grondin Construction Inc. is fully knowledgeable of lead abatement in residential housing. In 2018, we have also completed the City of San Diego - Healthy Homes Program. Grondin Construction Inc. was contracted to perform lead abatement on several homes cited by the City of San Diego for lead violation cases.

We have worked with North State Environmental since 2012, exclusively on all City of San Diego and San Diego Housing Commission lead abatement projects.

We have fully implemented all of the policies required for timekeeping, air monitoring, medical testing that are consistent with the requirements of this RFP.

Grondin Construction Inc. has successfully completed hundreds of HUD office of Lead Hazard Control and Healthy Homes grant funded projects throughout San Diego.

Yours sincerely,

GRONDIN CONSTRUCTION INC.

(858) 549 1682

grondinconstruction@msn.com

9903 Businesspark Avenue, #101 San Diego, CA 92131

Attachment #7

Price Schedule

1. GENERAL

The pricing provided by the *Respondent* in the below pricing tables shall be fully burdened and shall include all direct and indirect costs associated with performing the work outlined for each project, excluding costs that qualify for direct invoice reimbursement as described in Section 7 - Direct Reimbursement. Eligible direct labor costs are to be supported by the required project site sign-in sheets.

Overhead and indirect costs, including but not limited to the following, are ineligible for reimbursement:

- Cost for tools and equipment, including but not limited to the following, are ineligible for reimbursement.
- Wood, metal or other materials used for containments other than poly sheeting
- Shower – Decontamination facilities
- Filtration; Negative air machines and filters, HEPA vacuums; vacuum bags and filters
- All hand tools and power towels including HEPA shrouded devices and filters
- Lighting; Electrical cords
- Hudson sprayers; Lock-down sprays; Airless sprayers
- Personal protective equipment (PPE)
- Construction plastic fencing; barrier cones; signage
- Water hoses; Spray nozzles
- Cleaning supplies and equipment (mops, steam cleaners, detergents, rags, sponges)

2. DIRECT LABOR – Prevailing Wage Regular

Item No.	Est. Qty.	U/M	Description	Unit Cost	Extension
1.	2,900	HR	CDPH Certified Supervisor	\$ 129	\$ 374,100
2.	11,600	HR	CDPH Certified Worker	\$ 129	\$ 1,496,400
TOTAL SECTION 2					\$ 1,870,500

3. DIRECT LABOR -Prevailing Wage Premium

Item No.	Est. Qty.	U/M	Description	Unit Cost	Extension
3.	750	HR	CDPH Certified Supervisor	\$ 159	\$ 119,250

Item No.	Est. Qty.	U/M	Description	Unit Cost	Extension
4.	3,000	HR	CDPH Certified Worker	\$ 159	\$ 477,000
TOTAL SECTION 3					\$ 596,250

4. ADMINISTRATIVE PROJECT COSTS

A one-time cost reimbursement will be issued for each *project* awarded to the respondent. This shall include time for pre-constructions meetings, project preparation, notifications, submittals, permitting, and associated labor, etc.

Item No.	Est. Qty.	U/M	Description	Unit Cost	Extension
5.	406	EA	Administrative Costs	\$ 200	\$ 81,200
TOTAL SECTION 4					\$ 81,200

5. MATERIALS

Actual "out of pocket" (after all discounts have been applied) costs paid by the *Respondent* for household components, construction materials, and hardware that will remain as part of the property (such as windows, doors, fascia boards, hinges, paints, concrete, and replacement soil) will be reimbursed at "Materials Mark Up Percentage" total costs provided by the respondent in the below of the pricing table.

All such materials are to be purchased in accordance with Exhibit B Scope of Work Section 4(d) Project Proposal of this Request for Proposal (RFP). Respondent is required to disclose to the City all discounts received for any materials purchased as part of any contract resulting from this RPP.

The *Respondent* must include in their proposal a description of the facilities and procedures used to segregate expendable supplies. The City of San Diego must approve this portion of the proposal in order for the respondent to receive reimbursement for these supplies.

Expendable supplies include, but is not limited to, polyethylene sheeting, barrier tape, duct tape, spray glue, and staples:

Item No.	Description	Estimated Total Cost	Mark-up
6.	Household Components, Construction Materials, and Hardware	\$1,500,000	<u>10</u> % 150,000

Item No.	Description	Estimated Total Cost	Mark-up
7.	Expendable Supplies	\$50,000	<u>10</u> % <u>5,000</u>
TOTAL SECTION 5			\$ <u>155,000</u>
TOTAL ITEMS 1-7			\$ <u>2,822,200</u>

6. DIRECT REIMBURSEMENT

City and *Respondent* shall agree upon any direct invoice reimbursement items applicable to a particular project site when determining that project site’s scope of work. City shall reimburse *Respondent* for any agreed-upon direct invoice reimbursement items. The items described below provide examples of direct invoice reimbursement items that the City has previously reimbursed for the types of services that *Respondent* will provide under this RFP.

Height equipment that qualifies for direct invoice reimbursement plus 5% administrative fee includes crane, scissor lift, cherry picker, boom truck and scaffolding over ten (10) feet. All other required equipment shall be provided by the *Respondent* as a part of the hourly rate. The City must approve the necessity of height equipment prior to the start of work.

Hazardous waste disposal will be reimbursed directly per invoice costs, plus 5% administrative fee. The City and *Respondent* will agree if the volume of waste at a particular site location is best suited for a roll-off bin container. The *Respondent* will be reimbursed for the actual roll-off bin disposal costs per third party waste bin disposal invoice plus 5% administrative fee.

Permit Fees for any required permit will be reimbursed as a direct invoice reimbursement.

Laboratory costs for hazardous waste characterization samples will be reimbursed as a direct invoice reimbursement.

Water, power and/or portable toilet facilities may be necessary for a specific project. If the City representative agrees, these will be reimbursed as a direct invoice reimbursement.