



**CONTRACT BETWEEN  
THE CITY OF SAN DIEGO  
AND  
ENVIRONMENTAL HEALTH COALITION  
FOR EDUCATION AND COMMUNITY OUTREACH SERVICES**

---

**CONTRACT**

This Contract is entered into by and between the City of San Diego, a municipal corporation (City), and Environmental Health Coalition (Contractor).

**RECITALS**

City needs services as further described in the Scope of Services, attached hereto as Exhibit A. Such services include conducting outreach, enrollment, relocation preparation, and in-home education on lead poisoning prevention for families enrolled in the San Diego Residential Lead Abatement Program (SDRLAP). These services also include application intake, property eligibility reviews, coordinating blood testing for children that live in and/or frequently visit households enrolled in the Program, and participating in team meetings throughout the contract period.

Funding for this Program has been secured as part of a lawsuit settlement awarded to the City to be used to address public health hazards related to lead based paint. The SDRLAP is modeled in part after current Lead-Based Paint Hazard Reduction grants funded by the U.S Department of Housing and Urban Development (HUD), Office of Lead Hazard Control and Healthy Homes.

Contractor has the expertise, experience, equipment, and personnel necessary to provide the Services and City forces are presently unable to adequately provide the required Services.

City and Contractor (collectively, the Parties) wish to enter into an agreement whereby City will retain Contractor to provide the Services.

Contractor is a Non-Profit Organization under Section 501(c)(3) of the U.S. Internal Revenue Code.

Pursuant to SDMC section 22.3210, the Purchasing Agent has certified that this Contract is exempt from competitive bidding requirements because this Contract furthers a specific public policy, is in the public interest, and does not exceed the threshold set forth in the SDMC.

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 Services.** Contractor shall provide the Services described in Exhibit A, which is incorporated herein by reference.

**1.2 Contract Administrator.** The City of San Diego Environmental Services Department (ESD) is the Contract Administrator for this Contract. The Contract Administrator's contact information is as follows:

Amanda Santifer  
9601 Ridgeway Ct. Suite 310  
San Diego, CA 92123  
(858) 573-1261  
ASantifer@sandiego.gov

**1.3 Contractor's Representative.** The Contractor's contact information is as follows:

Leticia Ayala  
2727 Hoover Avenue, Suite 202  
National City, CA 91950  
(619) 768-8057  
Leticia@environmentalhealth.org

**1.4 General Contract Terms and Provisions.** This Contract incorporates by reference City's General Contract Terms and Provisions, attached hereto as Exhibit B.

**1.5 Submittals Required with the Contract.** Contractor is required to submit all forms and information listed in Exhibit C before this Contract is executed.

**ARTICLE II  
DURATION OF CONTRACT**

**2.1 Contract Term.** This Contract shall be for a period of five (5) years beginning on the Effective Date. Unless otherwise terminated, this Contract shall be effective until completion of Services or five years, whichever is the earliest. The term of this Contract shall not exceed five (5) 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 (Effective Date).

### **ARTICLE III COMPENSATION**

**3.1 Amount of Compensation.** The City shall pay the Contractor for performance of all Services rendered in accordance with this Contract, including reasonably related expenses, in an amount not to exceed \$1,622,852.63 for the five-year contract period. Contractor agrees to limit annual expenditures to the annual expenditures outlined in Attachment E.

**3.2 Annual Appropriation of Funds.** Contractor acknowledges that the Contract Term may extend over multiple City fiscal years, and Contractor understands and agrees 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. City may terminate the Contract if sufficient funds are not duly appropriated and authorized for any given fiscal year, or if funds appropriated and authorized for this Contract are exhausted before the fiscal year concludes. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by the City Council.

### **ARTICLE IV WAGE REQUIREMENTS**

**4.1 Living Wage Ordinance.** This Agreement is subject to the City of San Diego Living Wage Ordinance [LWO] codified at San Diego Municipal Code (SDMC) sections 22.4201 through 22.4245. The LWO requires City contractors to pay covered employees minimum hourly wage rates and other benefits unless an exemption applies. Each City contractor subject to the LWO is required to fill out and file a living wage certification with the City within thirty (30) days of contract award. LWO and health benefit rates are adjusted annually to reflect the Consumer Price Index. In addition, Contractor agrees to require that all applicable subcontractors, sublessees, and concessionaires comply with the LWO, and all regulations and rules promulgated under the LWO as described in Exhibit G, Wage Requirements.

**ARTICLE V**  
**CONTRACT DOCUMENTS**

**5.1 Contract Documents.** This Contract and the aforementioned exhibits constitute the Contract Documents. The Contract Documents completely describes the Services to be provided.

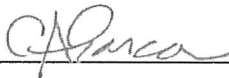
**5.2 Counterparts.** This Contract may be executed in counterparts, which when taken together shall constitute the single signed original as though all Parties had executed the same page.

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

CONTRACTOR  
Environmental Health Coalition

CITY OF SAN DIEGO  
A Municipal Corporation

By: Jose Franco Garcia  
Jose Franco Garcia (Mar 12, 2024 11:34 PDT)

By: 

Name: Jose Franco Garcia

Name: Claudia C. Abarca

Title: Executive Director

Director, Purchasing & Contracting

Date: Mar 12, 2024

Date: March 28, 2024

Approved as to form this 28<sup>th</sup> day of  
March, 2024.

MARA W. ELLIOTT, City Attorney

By:   
Deputy City Attorney

Corrine Neuffer  
Print Name

## Scope of Services

<b>A. OVERVIEW</b>	<b>1</b>
<b>B. REQUIREMENTS AND TASKS</b>	<b>1</b>
1. Enrollment Outreach	1
2. Enrollments	2
3. Household Education & Blood Lead Testing	2
4. Blood Lead Testing Subcontract	3
5. Abatement Preparation and Ongoing Maintenance Education	3
a) Pre-Abatement Meeting	3
b) Duties Prior to Abatement	5
c) Duties from Abatement Start to Clearance	5
6. General	5
7. Other Activities	6
8. Invoices	6

## **EXHIBIT A SCOPE OF SERVICES**

### **A. OVERVIEW**

The City along with nine other California jurisdictions have entered into a lawsuit settlement agreement with three major paint manufacturers for their promotion and sale of lead-based paint. The City of San Diego will receive a total of \$15 million dollars in seven annual installments to be used, in part, to address public health hazards related to lead-based paint. The City of San Diego Environmental Services Department will use a portion of these funds to create and administer the San Diego Residential Lead Abatement Program (SDRLAP). This program will provide lead hazard evaluation and remediation services in low to moderate income areas. The Contractor has been selected as a partner in the SDRLAP to provide services required for the successful implementation and completion of the SDRLAP.

### **B. REQUIREMENTS AND TASKS**

Contractor shall conduct activities throughout the term of this Contract as needed to meet Workplan Benchmarks attached hereto as Exhibit D.

#### **1. Enrollment Outreach**

Contractor is primarily responsible for connecting the SDRLAP services to community residents in order to meet the unit enrollment goals.

Contractor shall perform recruitment activities in targeted areas provided by the City that may include canvassing City neighborhoods door-to-door, conducting visual assessments of residential properties to assess their overall maintenance and likelihood of lead hazards, interviewing the residents to generate awareness of lead poisoning prevention and the SDRLAP resources available.

Contractor may perform other outreach activities as needed to meet enrollment goals that include the development of new community contacts, and disseminating SDRLAP information to City communities through Contractor's established community partnerships, local health providers, community agencies, and local coalitions.

Contractor may participate in and/or hold community outreach events and or presentations to generate public awareness of lead poisoning prevention and to meet enrollment goals. Community outreach events are events that are undertaken in public, such as health fairs, trade shows, or presentations provided to groups of individuals, and where the contractor has an opportunity to engage individuals. Contractor shall receive prior authorization (e-mail confirmation) from the City before participating in community outreach events or presenting on behalf of the SDRLAP. Educational materials will be provided by the City or must be approved by the City in advance of being disseminated to the public. Contractor must provide the City at least ten (10) days for review of any materials that need approval prior to dissemination. Within 7 working days after each outreach event, Contractor shall provide the event report in a format provided by the City that includes:

- The name, date, type, and description of the event.
- Names of persons conducting the event.
- The expected results of the efforts.
- The type of target audience (i.e. health care providers, tenants, parent groups) and number of individuals in each group reached.
- The number and description of educational materials distributed by Contractor.
- A description and overall rating of whether the outreach event achieved the expected results (for consideration of conducting these events in the future).

## **2. Enrollments**

Contractor will enroll enough qualified properties to meet the unit enrollment and timeframe objectives described in Exhibit D.

Contractor shall screen all potential applicants, and if it is determined that the property will not qualify, notify the interested party as to why they are ineligible for services. If it is determined that the property might be eligible, the Contractor shall contact property owners and provide them with an overview of the SDR LAP, the importance of lead poisoning prevention, determine if the owner is interested in enrolling, and verify if the property qualifies as outlined in the workplan.

The Contractor shall then proceed with providing the property owner all of the required application and disclosure documents, assist the owner as needed in completing the application process, conduct the household education and for owner occupied units, review the blood testing consent/refusal form and activities described in Section 3.

Contractor will review all applications submitted to them by the property owner, verify the required paperwork is complete and accurate, and obtain any required “wet signatures” of the legal property owner.

Once a property is determined to be eligible and enrolled in the Program, Contractor is to notify the owner of the need to notify any residents that they will be contacted by the Contractor, and the owner is to subsequently notify Contractor once all the residents have been notified.

## **3. Household Education & Blood Lead Testing**

Contractor shall provide each household enrolled in the program with in-depth education about childhood lead poisoning prevention and provide lead related educational materials. Each household is to be made aware of their responsibilities both during and after the performance period of the SDR LAP, by signing the resident acknowledgment form.

For each residential building (or group of residential buildings on the same parcel with the same history) with less than 5 residential units, Contractor will provide and request each resident complete the “Questionnaire for a Lead Hazard Risk Assessment of an Individual Occupied Dwelling Unit” (HUD Risk Assessment Form 5.0). For each residential building (or group of residential buildings with the same history) with 5 or more residential units, Contractor will

provide and request each property owner to complete the “Questionnaire for a Lead Hazard Risk Assessment of More Than Four Rental Dwelling Units” (HUD Risk Assessment Form 5.0). Contractor will assist Spanish speaking individuals as needed to complete these forms.

Contractor shall request lead testing of each child under the age of six years who resides in a housing unit under contract or document that a child has been tested for lead within the six months preceding the lead hazard control work, unless it is documented that the child’s parent or legal guardian chooses not to have the child tested. Contractor must refer any child with an elevated blood lead level (EBLL) for appropriate medical follow-up with his or her health care provider or local health department.

Contractor shall encourage the parent or guardian to allow the blood testing results to be released to the SDRLAP, and acknowledge their permission on a release form. Parents participating in the SDRLAP have the right to refuse services that screen their children for EBLLs, but must agree to or refuse this service on the release form.

If a resident is not cooperative, the owner is to be notified that the unit will not be enrolled in the program. Any resident that refuses to complete and sign the blood lead level release/refusal form or refuses to complete the resident questionnaire will be deemed non-cooperative, and that residential unit will not be eligible for services.

The blood lead testing consent/refusal form should be reviewed and signed at this time.

#### **4. Blood Lead Testing Subcontract**

Contractor will enter into a separate agreement with La Maestra Community Health Centers (LMCHC) to conduct blood lead testing. A Lead Care II blood analyzer will be used by LMCHC to screen identified children for EBLLs. When EBLLs are detected during the screening process, follow up venous testing is to be made available at no cost to the resident.

Contractor shall inform residents that releasing blood lead testing results is not required, but disclosing the results of any child with an elevated blood lead level will result in services for their household being expedited. Contractor shall view, but not obtain any documentation of blood testing results, in order to prioritize that project.

Contractor must refer any child with an EBLL for appropriate medical follow-up with his or her health care provider or local health department.

Contractor shall ensure that the Health Insurance Portability and Accountability Act (HIPAA) confidentiality requirements are strictly followed and monitored for the duration of this Contract. All HIPAA related documentation is to be maintained in a secure, designated location at Contractor’s headquarters and at the City of San Diego / Environmental Services Department offices.

#### **5. Abatement Preparation and Ongoing Maintenance Education**

The Contractor will be the households’ primary point of contact for all unit preparation and relocation activities throughout the lead hazard remediation process.

##### **a) Pre-Abatement Meeting**



The Notice of Hazard Reduction Activity will be provided to the Contractor by the project designer/monitor.

Contractor shall meet with residents of each household expected to undergo lead hazard remediation and conduct the following activities:

- 1) Determine and discuss the unit preparation requirements which need to be taken by the residents, including the moving and storing of personal belongings prior to renovations based on the Notice of Hazard Reduction Activity which has been prepared specifically for their household.
- 2) Determine and document what supplies are needed for the resident to prepare their units for the lead abatement activities, and if any special equipment or needs will be required, such as storage pods.
- 3) Educate the resident of their responsibilities with regards to maintaining their residence in accordance with the ongoing maintenance plan and the listing of remaining lead-based painted components identified in the "Notice of Hazard Reduction Activity" report.
- 4) Verify status of blood lead testing to ensure the Contractor has obtained written proof that all children less than 6 years of age that reside in or spend a significant amount of time visiting each household has had their blood lead levels tested, within the six months preceding the lead hazard control work.
- 5) Identify and document any special needs of the resident that need to be addressed in order for the abatement to be conducted. Notify the assigned project designer/monitor when it is deemed necessary to add to the abatement contractor's scope of work in order to provide residents reasonable assistance.
- 6) Provide the resident with an estimate of the number of days (obtained from the abatement contractor and/or project designer/monitor) that that renovation is expected to take.

For households which **will not be relocated** during the lead hazard remediation activities, inform residents they need to remain out of the work area for the duration of the remediation.

For households which **will be relocated** during the lead hazard remediation activities:

- 1) Discuss the following security measures with resident
  - a. Abatement contractor to provide security and record condition of unit before and after abatement with digital camera.
  - b. Residents to take small valuables with them during relocation.
  - c. Resident is to itemize large valuables on a personal items form (provided by the City).
  - d. Residents to inspect the unit at time of re-occupancy with the abatement contractor in order to note any issues.
- 2) Document the resident's relocation options (Hotel / Stipend) and any special needs.
- 3) Inform residents of the following obligations: to remain out of the unit and off of the property for the duration of the remediation; the need to provide unit keys to abatement contractor; and to follow the policies for any hotel that resident stays at during relocation.
- 4) Inform resident of their right of reentry and obtain signature on a Notice of Non-Displacement form, provided by the City, per Uniform Relocation Act.

- 5) Provide resident a hotline phone number to contact the Contractor as needed at any time while being relocated.

**b) Duties Prior to Abatement**

Contractor will conduct the following activities prior to the start of lead hazard remediation:

- 1) Generate a listing of supplies (boxes, tapes, and bags), special needs (storage pods, transportation) that will be required prior to the lead abatement.
- 2) For units to be relocated, finalize the residents planned relocation option (Hotel / Stipend).
- 3) Forward the list of supplies, special needs, and relocation options to the relocation contractor, which will be a separate contractor hired by the City to assist with temporarily relocating residents. The relocation contractor will be responsible for booking and paying for hotels, providing per diem/stipends to temporarily relocated residents and addressing additional special accommodations, if needed, and deemed appropriate by the City.
- 4) Ensure blood lead testing documentation has been completed.
- 5) Work with the project designer/monitor, relocation contractor, the abatement contractor, the property owner, and the resident to schedule lead hazard remediation activities.
- 6) In the event any child less than 6 years of age that lives in or frequently visits has not been tested within 6 months of the remediation start date, obtain documentation that parent or legal guardian has declined to have these children tested.

**c) Duties from Abatement Start to Clearance**

Contractor will be the household's primary point of contact throughout the lead hazard remediation process.

If the abatement contractor is required to move objects, Contractor shall advise resident that the abatement contractor is not responsible for any belongings that break due to the object not being structurally sound, and observe the abatement contractor conducting this activity.

Contractor shall notify the City to assist in resolving any unique or problematic situations (such as uncooperative residents) that is deemed not inclusive of these standard procedures.

**For households to be relocated:**

On the day the remediation activities are scheduled to begin, the Contractor shall meet with the resident and the abatement contractor to coordinate the transfer of possession of the unit from the resident to the abatement contractors. Contractor will obtain the listing of large valuables from the household, oversee the exchange of keys, and verify the resident leaves the property.

Contractor shall notify the resident when the unit is ready for re-occupancy and shall schedule the transfer of possession of the unit.

City will participate in initial resident relocation meetings with Contractor to ensure that Contractor's project coordinator / project manager is properly trained regarding these protocols. Contractor will in turn train other Contractor staff as needed.

**6. General**

Contractor shall maintain project file folders for each property and provide original copies of all documents generated to the City, including enrollment applications, Notice of Non-Displacement forms, list of resident valuables, and any signed consent or agreement with property owners and/or residents.

Only expenses contained within the Budget, attached hereto as Exhibit E, and as described in Exhibit F (Budget Narrative), are allowed to be billed to the City by Contractor. The duties and responsibilities identified in Exhibit F are incorporated into this scope of work. Contractor must track all costs in accordance with the budget line items, including differentiating costs. Expenses must not exceed budgeted categories defined as a combination of the budget heading (Personnel, Fringe, Transportation, Consumable Supplies, Contracts, and Indirect) and the type of cost. The Contractor will monitor the budget in accordance with SDRLAP objectives and notify the Contract Administrator within seven (7) calendar days of Contractor's first actual or reasonable notice of any under or over budgeted line items.

Contractor will track status of projects and residential units using Airtable and will provide the City two editor licenses.

Contractor shall obtain prior approval by the City for all materials distributed to the public under this Contract.

Contractor shall have coverage to respond to this contract at all times, including but not limited to weekends, holidays and non-working hours. A back up point of contact shall be communicated to the City when the main point of contact is not available (i.e. vacations, sick days, extended absences).

## **7. Other Activities**

The Contractor's Representative will participate in scheduled SDRLAP partner meetings as scheduled throughout the contract period. The contractor will participate in the development and participation of the City's Education and Outreach Plan throughout the contract period.

The contractor may perform annual visits for the properties that have undergone abatement as part of this project. The annual visit must occur no earlier than one year from the date of the clearance inspection and no later than three years from the date of the final clearance inspection. Follow up visits cannot occur past the five (5) year contract term.

During the annual visit, the contractor will check the following:

1. That areas identified in the inspection report with LBP are intact.
2. The rent has not been raised above the agreed amount per the owner agreement form for three years from final clearance.
3. The ongoing maintenance plan is being followed.

The contractor will notify the City representative if any of the above items are out of compliance.

## **8. Invoices**

Contractor will invoice the City monthly within 30 calendar days of the month to be billed. Contractor will bill all fees incurred in accordance with this Contract directly to the City. Contractor will itemize invoiced costs in accordance with Exhibit E (Budget). Contractor will

include with each invoice supporting documentation for all labor, transportation, supplies, and subcontracts including receipts and mileage logs. Mileage logs will have a brief description of the trip start and end location, start and end odometer readings, total un-billable personal mileage, total mileage that is billable for each trip, and total billable mileage for each completed mileage log.

Contractor shall mail or e-mail invoices on or promptly after the invoice date and must be received by the City within 7 business days of the invoice date. Invoices will be payable by the City within thirty (30) calendar days of receipt. Invoices shall be e-mailed or mailed to the Contract Administrator.

**EXHIBIT B**  
**CITY OF SAN DIEGO'S GENERAL TERMS AND PROVISIONS**

**EXHIBIT B**



**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 10<sup>th</sup> 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 (5<sup>th</sup>) 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 (5<sup>th</sup>) 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 C**  
**CITY REQUIRED FORMS**

Contract Standards Pledge of Compliance

Equal Opportunity Contracting Forms, including Contractors Certification of Pending Actions and Work Force Report

Business Tax Certificate

Vendor Registration

Insurance Certificates with all endorsements

Taxpayer Identification Form W-9 (if not currently on file)

IRS Letter of Non-Profit 501(c) (3) States

Living Wage Certification Form (if applicable)

**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:**

\_\_\_\_\_  
San Diego Residential Lead Abatement Program  
\_\_\_\_\_  
Education and Community Outreach Services  
\_\_\_\_\_

**B. BIDDER/PROPOSER INFORMATION:**

Environmental Health Coalition			
Legal Name		DBA	
2727 Hoover Ave. Suite 202	National City	CA	91950
Street Address	City	State	Zip
Leticia Ayala, Healthy Kids Director	(619) 768-8057		
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.

Dominique Navarro	Operations Director
Name	Title/Position
Granada Hills, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, communicating or negotiating with City officers or employees,	
Interest in the transaction	

Ida Williams	Finance Manager
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City	
Interest in the transaction	

Lilia Escalante	Former EHC Finance Director
Name	Title/Position
San Diego, CA	California Environmental Justice Alliance
City and State of Residence	Employer (if different than Bidder/Proposer)
submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City	
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: 09/16/1982 State of incorporation: California

List corporation's current officers: President: Margaret Godshalk  
Vice Pres: Enrique Medina  
Secretary: Terry Bunting  
Treasurer: Dan McKirman

Type of corporation: C  Subchapter S

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

If **Yes**, after what date: 09/16/1982

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	\$ <u>32</u> _____
		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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Partnership** Date formed: \_\_\_\_\_ State of formation: \_\_\_\_\_

List names of all firm partners:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Joint Venture** Date formed: \_\_\_\_\_

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

---

---

---

**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: Chase

Point of Contact: Kasandra Schindler

Address: \_\_\_\_\_

Phone Number: (619) 696-6447

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.: B2015028240 Year Issued: 2023

**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 County Air Pollution Control District

Contact Name and Phone Number: Nick Cormier, (858) 586-2798

Contact Email: nick.cormier@sdapcd.org

Address: \_\_\_\_\_

Contract Date: October 12, 2021

Contract Amount: \$ 240,206.46

Requirements of Contract: Education, outreach, and installation of air purifiers and monitors

Company Name: San Diego County Air Pollution Control District

Contact Name and Phone Number: Eric Luther, (858) 586-2893

Contact Email: eric.luther@sdapcd.org

Address: 10124 Old Grove Road, San Diego, CA 92131

Contract Date: October 12, 2021

Contract Amount: \$ 240,206.46

Requirements of Contract: Education, outreach, and installation of air purifiers and monitors

Company Name: GRID Alternatives of San Diego County

Contact Name and Phone Number: Dan Mueller, (619) 610-1180

Contact Email: dmueller@gridalternatives.org

Address: 930 Gateway Center Way San Diego, CA 92102

Contract Date: May 30, 2023

Contract Amount: \$ 40,500.00

Requirements of Contract: Pilot project for Holistic Healthy Home improvements

**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: La Maestra Community Health Centers

Address: 4060 Fairmont Ave San Diego, CA 92105

Contact Name: Zara Marselian Phone: (619) 584-1612 Email: Zaramarselian@lamaestra.org

Contractor License No.: N/A DIR Registration No.: N/A

Sub-Contract Dollar Amount: \$ 1,000.00 (per year) \$ 5.00 (total contract term)

Scope of work subcontractor will perform: Blood lead testing for pregnant women and children

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

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.**

Dominique Navarro, Operations Director	<b>Dominique Navarro</b>	<small>Digitally signed by Dominique Navarro Date: 2024.03.06 18:36:23 -08'00'</small>	<b>March 6, 2024</b>
_____ Name and Title	_____ Signature	_____ Signature	_____ 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.


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.

Dominique Navarro, Operations Director

Print Name, Title

Dominique  
Navarro

Signature

 Digitally signed by Dominique Navarro  
Date: 2024.03.06 18:37:03 -08'00'

3/6/2024

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 minorities 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 a Resolution No. 36. 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-



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: Environmental Health Coalition

Certified By Dominique Navarro Title Operations Director

DocuSigned by:  
  
9F7A0D69FA274C4...  
 Name  
 Signature

Date March 6, 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: Environmental Health Coalition

ADA/DBA: \_\_\_\_\_

Address (Corporate Headquarters, where applicable): 2727 Hoover Ave. Suite 202

City: National City County: San Diego State: CA Zip: 91950

Telephone Number: (619) 303-2954 Fax Number: \_\_\_\_\_

Name of Company CEO: Jose Franco Garcia

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: 501(c)3 Type of License: \_\_\_\_\_

The Company has appointed: Dominique Navarro

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: \_\_\_\_\_

Telephone Number: (619) 303-2954 Fax Number: \_\_\_\_\_ Email: dominiquen@environmentalhea

- 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 Environmental Health Coalition

(Firm Name)

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

herein is true and correct. This document was executed on this 06 day of March, 2024

Dominique Navarro  
(Authorized Signature)

Digitally signed by Dominique Navarro  
Date: 2024.03.06 18:38:19 -08'00'

Dominique Navarro  
(Print Authorized Signature Name)

Digitally signed by Dominique Navarro  
Date: 2024.03.06 18:38:52 -08'00'

**WORK FORCE REPORT – Page 2**

NAME OF FIRM: Environmental Health Coalition DATE: 3/6/2024

OFFICE(S) or BRANCH(ES): National City 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	2	6						1	1	1		
Professional			3	7								1		
A&E, Science, Computer														
Technical														
Sales														
Administrative Support				2										
Services														
Crafts														
Operative Workers				6					1					
Transportation														
Laborers*														

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

Totals Each Column		1	5	21					1	1	1	2		
--------------------	--	---	---	----	--	--	--	--	---	---	---	---	--	--

**Grand Total All Employees** 32

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

Disabled			1											
----------	--	--	---	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors		2	3						1		1	2		
Volunteers														
Artists														

**WORK FORCE REPORT – Page 3**

NAME OF FIRM: Environmental Health Coalition

DATE: 3/6/2024

OFFICE(S) or BRANCH(ES): National City

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														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
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														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**Grand Total All Employees**

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

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



## Work Force Report

### HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

### WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report<sup>1</sup>. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county<sup>2</sup>. If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

### MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report<sup>1, 3</sup>. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.<sup>3</sup>

### TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one <sup>1</sup>, two <sup>2</sup> & three <sup>3</sup>. These numbers coincide with the types of work force report required in the example. See below:

- <sup>1</sup> One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- <sup>2</sup> Branch Work Force \*
- <sup>3</sup> Managing Office Work Force

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

### RACE/ETHNICITY CATEGORIES

**American Indian or Alaska Native** – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

**Asian** – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

**Black or African American** – A person having origins in any of the Black racial groups of Africa.

**Native Hawaiian or Pacific Islander** – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

**White** – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

**Hispanic or Latino** – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

---

---

## Exhibit A: Work Force Report Job Categories – Administration

Refer to this table when completing your firm's Work Force Report form(s).

### Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers  
Business Operations Specialists  
Financial Specialists  
Operations Specialties Managers  
Other Management Occupations  
Top Executives

### Professional

Art and Design Workers  
Counselors, Social Workers, and Other Community and Social Service Specialists  
Entertainers and Performers, Sports and Related Workers  
Health Diagnosing and Treating Practitioners  
Lawyers, Judges, and Related Workers  
Librarians, Curators, and Archivists  
Life Scientists  
Media and Communication Workers  
Other Teachers and Instructors  
Postsecondary Teachers  
Primary, Secondary, and Special Education School Teachers  
Religious Workers  
Social Scientists and Related Workers

### Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers  
Computer Specialists  
Engineers  
Mathematical Science Occupations  
Physical Scientists

### Technical

Drafters, Engineering, and Mapping Technicians  
Health Technologists and Technicians  
Life, Physical, and Social Science Technicians  
Media and Communication Equipment Workers

### Sales

Other Sales and Related Workers  
Retail Sales Workers  
Sales Representatives, Services  
Sales Representatives, Wholesale and Manufacturing  
Supervisors, Sales Workers

### Administrative Support

Financial Clerks  
Information and Record Clerks  
Legal Support Workers

Material Recording, Scheduling, Dispatching, and Distributing Workers  
Other Education, Training, and Library Occupations  
Other Office and Administrative Support Workers  
Secretaries and Administrative Assistants  
Supervisors, Office and Administrative Support Workers

### Services

Building Cleaning and Pest Control Workers  
Cooks and Food Preparation Workers  
Entertainment Attendants and Related Workers  
Fire Fighting and Prevention Workers  
First-Line Supervisors/Managers, Protective Service Workers  
Food and Beverage Serving Workers  
Funeral Service Workers  
Law Enforcement Workers  
Nursing, Psychiatric, and Home Health Aides  
Occupational and Physical Therapist Assistants and Aides  
Other Food Preparation and Serving Related Workers  
Other Healthcare Support Occupations  
Other Personal Care and Service Workers  
Other Protective Service Workers  
Personal Appearance Workers  
Supervisors, Food Preparation and Serving Workers  
Supervisors, Personal Care and Service Workers  
Transportation, Tourism, and Lodging Attendants

### Crafts

Construction Trades Workers  
Electrical and Electronic Equipment Mechanics, Installers, and Repairers  
Extraction Workers  
Material Moving Workers  
Other Construction and Related Workers  
Other Installation, Maintenance, and Repair Occupations  
Plant and System Operators  
Supervisors of Installation, Maintenance, and Repair Workers  
Supervisors, Construction and Extraction Workers  
Vehicle and Mobile Equipment Mechanics,

Installers, and Repairers  
Woodworkers

**Operative Workers**

Assemblers and Fabricators  
Communications Equipment Operators  
Food Processing Workers  
Metal Workers and Plastic Workers  
Motor Vehicle Operators  
Other Production Occupations  
Printing Workers  
Supervisors, Production Workers  
Textile, Apparel, and Furnishings Workers

**Transportation**

Air Transportation Workers  
Other Transportation Workers  
Rail Transportation Workers  
Supervisors, Transportation and Material  
Moving Workers  
Water Transportation Workers

**Laborers**

Agricultural Workers  
Animal Care and Service Workers  
Fishing and Hunting Workers  
Forest, Conservation, and Logging Workers  
Grounds Maintenance Workers  
Helpers, Construction Trades  
Supervisors, Building and Grounds Cleaning  
and Maintenance Workers  
Supervisors, Farming, Fishing, and Forestry  
Workers

**Exhibit B: Work Force Report Job Categories-Trade**

**Brick, Block or Stone Masons**

Brickmasons and Blockmasons  
Stonemasons

**Carpenters**

**Carpet, floor and Tile Installers and Finishers**

Carpet Installers  
Floor Layers, except Carpet, Wood and Hard  
Tiles  
Floor Sanders and Finishers  
Tile and Marble Setters

**Cement Masons, Concrete Finishers**

Cement Masons and Concrete Finishers  
Terrazzo Workers and Finishers

**Construction Laborers**

**Drywall Installers, Ceiling Tile Inst**

Drywall and Ceiling Tile Installers  
Tapers

**Electricians**

**Elevator Installers and Repairers**

**First-Line Supervisors/Managers**

First-line Supervisors/Managers of  
Construction Trades and Extraction Workers

**Glaziers**

**Helpers, Construction Trade**

Brickmasons, Blockmasons, and Tile and  
Marble Setters  
Carpenters  
Electricians  
Painters, Paperhangers, Plasterers and Stucco  
Pipelayers, Plumbers, Pipefitters and  
Steamfitters  
Roofers  
All other Construction Trades

**Millwrights**

Heating, Air Conditioning and Refrigeration  
Mechanics and Installers  
Mechanical Door Repairers  
Control and Valve Installers and Repairers  
Other Installation, Maintenance and Repair  
Occupations

**Misc. Const. Equipment Operators**

Paving, Surfacing and Tamping Equipment  
Operators  
Pile-Driver Operators  
Operating Engineers and Other Construction  
Equipment Operators

**Painters, Const. Maintenance**

Painters, Construction and Maintenance  
Paperhangers

**Pipelayers and Plumbers**

Pipelayers  
Plumbers, Pipefitters and Steamfitters

**Plasterers and Stucco Masons****Roofers****Security Guards & Surveillance Officers****Sheet Metal Workers****Structural Iron and Steel Workers****Welding, Soldering and Brazing Workers**

Welders, Cutter, Solderers and Brazers  
Welding, Soldering and Brazing Machine  
Setter, Operators and Tenders

**Workers, Extractive Crafts, Miners**

**EXHIBIT D**  
**Workplan Benchmarks**

**EXHIBIT D**  
**SDRLAP Workplan Benchmarks**

<b>Year 1</b>												
<b>EHC Enrollments</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>
Unit Enrollments (5% more than inspections)		1	2	3	5	5	6	7	8	7	7	7
Estimated Property Enrollments (60% of Units)		0.6	1.2	1.8	3.0	3.0	3.6	4.2	4.8	4.2	4.2	4.2
YTD Unit Totals		1	3	6	11	16	22	29	37	44	51	58
YTD Est Property Totals		1	2	4	7	10	13	17	22	26	31	35
<b>Inspection Services ITB</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>
Inspected Units (5% Less than enrollments)				1	2	3	4	5	6	7	6.9	6.9
Estimated Property Inspections				1	1	2	2	3	4	4	4	4
Est. YTD Unit Totals				1	3	6	10	15	21	28	34.9	41.8
<b>Project Design</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>
Est Monthly (95% of Units with Lead Hazards)					1.0	1.9	2.9	3.8	4.8	5.7	6.7	6.6
Est. YTD Unit Totals					1	3	6	10	15	21	28	34.9
<b>Job Walk</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>
Estimated Monthly Units								0.95	1.9	2.85	3.8	4.75
Est. YTD Unit Totals								1	3	6	10	15
<b>Relocation</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>
Est Monthly Relocation (1/2 of units)									0.48	0.95	1.43	1.9
Est. YTD Unit Totals									0.5	1.5	3	5
<b>Abatement Services ITB</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>
Est Monthly Abatement (98% of Project Design)										0.93	1.86	2.79
Est. YTD Unit Totals										1	3	6

EXHIBIT D  
SDRLAP Workplan Benchmarks

Year 2												
<b>EHC Enrollments</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>
Unit Enrollments (5% more than inspections)	8	7	7	7	8	7	7	7	8	7	7	7
Estimated Property Enrollments (60% of Units)	5	4	4	4	5	4	4	4	5	4	4	4
YTD Unit Totals	66	73	80	87	95	102	109	116	124	131	138	145
YTD Est Property Totals	40	44	48	52	57	61	65	70	74	79	83	87
<b>Inspection Services ITB</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>
Inspected Units (5% Less than enrollments)	6.9	6.9	6.9	6.9	6.9	6.9	6.9	6.9	6.9	6.9	6.9	6.9
Estimated Property Inspections	4	4	4	4	4	4	4	4	4	4	4	4
Est. YTD Unit Totals	48.7	55.6	62.5	69.4	76.3	83.2	90.1	97	104	111	118	125
<b>Project Design</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>
Est Monthly (95% of Units with Lead Hazards)	6.6	6.6	6.6	6.6	6.6	6.6	6.6	6.6	6.6	6.6	6.6	6.6
Est. YTD Unit Totals	41.8	48.7	55.6	62.5	69.4	76.3	83.2	90.1	97	104	111	118
<b>Job Walk</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>
Estimated Monthly Units	5.7	6.65	6.56	6.56	6.56	6.56	6.56	6.56	6.56	6.56	6.56	6.56
Est. YTD Unit Totals	21	28	34.9	41.8	48.7	55.6	62.5	69.4	76.3	83.2	90.1	97
<b>Relocation</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>
Est Monthly Relocation (1/2 of units)	2.38	2.85	3.33	3.28	3.28	3.28	3.28	3.28	3.28	3.28	3.28	3.28
Est. YTD Unit Totals	7.5	10.5	14	17.5	20.9	24.4	27.8	31.3	34.7	38.2	41.6	45.1
<b>Abatement Services ITB</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>
Est Monthly Abatement (98% of Project Design)	3.7	4.7	5.6	6.5	6.4	6.4	6.4	6.4	6.4	6.4	6.4	6.4
Est. YTD Unit Totals	10	15	21	28	34.9	41.8	48.7	55.6	62.5	69.4	76.3	83.2

EXHIBIT D  
SDRLAP Workplan Benchmarks

Year 3												
<b>EHC Enrollments</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>
Unit Enrollments (5% more than inspections)	8	7	7	7	8	7	7	7	8	7	7	7
Estimated Property Enrollments (60% of Units)	5	4	4	4	5	4	4	4	5	4	4	4
YTD Unit Totals	153	160	167	174	182	189	196	203	211	218	225	232
YTD Est Property Totals	92	96	100	104	109	113	118	122	127	131	135	139
<b>Inspection Services ITB</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>
Inspected Units (5% Less than enrollments)	6.9	6.9	6.9	6.9	6.9	6.9	6.9	6.9	6.9	6.9	6.9	6.9
Estimated Property Inspections	4	4	4	4	4	4	4	4	4	4	4	4
Est. YTD Unit Totals	132	138	145	152	159	166	173	180	187	194	201	207
<b>Project Design</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>
Est Monthly (95% of Units with Lead Hazards)	7	7	7	7	7	7	7	7	7	7	7	7
Est. YTD Unit Totals	125	132	138	145	152	159	166	173	180	187	194	201
<b>Job Walk</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>
Estimated Monthly Units	6.56	6.56	6.56	6.56	6.56	6.56	6.56	6.56	6.56	6.56	6.56	6.56
Est. YTD Unit Totals	104	111	118	125	132	138	145	152	159	166	173	180
<b>Relocation</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>
Est Monthly Relocation (1/2 of units)	3.28	3.28	3.28	3.28	3.28	3.28	3.28	3.28	3.28	3.28	3.28	3.28
Est. YTD Unit Totals	48.5	52	55.4	58.9	62.3	65.8	69.2	72.7	76.1	79.6	83	86.5
<b>Abatement Services ITB</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>
Est Monthly Abatement (98% of Project Design)	6.4	6.4	6.4	6.4	6.4	6.4	6.4	6.4	6.4	6.4	6.4	6.4
Est. YTD Unit Totals	90.1	97	104	111	118	125	132	138	145	152	159	166



EXHIBIT D  
SDRLAP Workplan Benchmarks

Year 4												
<b>EHC Enrollments</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>
Unit Enrollments (5% more than inspections)	8	7	7	7	7	8	7	7	7	8	7	7
Estimated Property Enrollments (60% of Units)	5	4	4	4	4	5	4	4	4	5	4	4
YTD Unit Totals	240	247	254	261	268	276	283	290	297	305	312	319
YTD Est Property Totals	144	148	152	157	161	166	170	174	178	183	187	191
<b>Inspection Services ITB</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>
Inspected Units (5% Less than enrollments)	6.9	6.9	6.9	6.9	6.9	6.9	6.9	6.9	6.9	6.9	6.9	6.9
Estimated Property Inspections	4	4	4	4	4	4	4	4	4	4	4	4
Est. YTD Unit Totals	214	221	228	235	242	249	256	263	270	276	283	290
<b>Project Design</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>
Est Monthly (95% of Units with Lead Hazards)	7	7	7	7	7	7	7	7	7	7	7	7
Est. YTD Unit Totals	207	214	221	228	235	242	249	256	263	270	276	283
<b>Job Walk</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>
Estimated Monthly Units	6.56	6.56	6.56	6.56	6.56	6.56	6.56	6.56	6.56	6.56	6.56	6.56
Est. YTD Unit Totals	187	194	201	207	214	221	228	235	242	249	256	263
<b>Relocation</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>
Est Monthly Relocation (1/2 of units)	3.28	3.28	3.28	3.28	3.28	3.28	3.28	3.28	3.28	3.28	3.28	3.28
Est. YTD Unit Totals	89.9	93.4	96.8	100	104	107	111	114	118	121	124	128
<b>Abatement Services ITB</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>
Est Monthly Abatement (98% of Project Design)	6.4	6.4	6.4	6.4	6.4	6.4	6.4	6.4	6.4	6.4	6.4	6.4
Est. YTD Unit Totals	173	180	187	194	201	207	214	221	228	235	242	249

**EXHIBIT D**  
**SDRLAP Workplan Benchmarks**

<b>Year 5</b>												
<b>EHC Enrollments</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>
Unit Enrollments (5% more than inspections)	7	8	7	7	7	8	7	7	7	8	7	7
Estimated Property Enrollments (60% of Units)	4	5	4	4	4	5	4	4	4	5	4	4
YTD Unit Totals	326	334	341	348	355	363	370	377	384	392	399	406
YTD Est Property Totals	196	200	205	209	213	218	222	226	230	235	239	244
<b>Inspection Services ITB</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>
Inspected Units (5% Less than enrollments)	6.9	6.9	6.9	6.9	6.9	6.9	6.9	6.9	6.9	6.9	6.9	6.9
Estimated Property Inspections	4	4	4	4	4	4	4	4	4	4	4	4
Est. YTD Unit Totals	297	304	311	318	325	332	339	345	352	359	366	373
<b>Project Design</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>
Est Monthly (95% of Units with Lead Hazards)	7	7	7	7	7	7	7	7	7	7	7	7
Est. YTD Unit Totals	290	297	304	311	318	325	332	339	345	352	359	366
<b>Job Walk</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>
Estimated Monthly Units	6.56	6.56	6.56	6.56	6.56	6.56	6.56	6.56	6.56	6.56	6.56	6.56
Est. YTD Unit Totals	270	276	283	290	297	304	311	318	325	332	339	345
<b>Relocation</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>
Est Monthly Relocation (1/2 of units)	3.28	3.28	3.28	3.28	3.28	3.28	3.28	3.28	3.28	3.28	3.28	3.28
Est. YTD Unit Totals	131	135	138	142	145	149	152	155	159	162	166	169
<b>Abatement Services ITB</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>
Est Monthly Abatement (98% of Project Design)	6.4	6.4	6.4	6.4	6.4	6.4	6.4	6.4	6.4	6.4	6.4	6.4
Est. YTD Unit Totals	256	263	270	276	283	290	297	304	311	318	325	332

**EXHIBIT E**  
**Budget**

**EXHIBIT E**  
**Budget**

<b>Personnel (includes fringe at 20%)</b>	<b>Total</b>	<b>Yr1</b>	<b>Yr 2</b>	<b>Yr 3</b>	<b>Yr4</b>	<b>Yr5</b>
	<b>Salary</b>	<b>Jan - Dec 23</b>	<b>Jan - Dec 24</b>	<b>Jan - Dec 25</b>	<b>Jan - Dec 26</b>	<b>Jan - Dec 27</b>
Project Director	206,263.00	67,471.000	32,202.000	33,811.000	35,502.000	37,277.000
Lead Organizers (2)	454,990.00	34,728.000	108,100.000	118,875.000	124,820.000	68,467.000
Communications Director	24,295.00	7,860.000	3,813.000	4,003.000	4,204.000	4,415.000
Promotoras (2)	184,178.00	15,550.000	42,324.000	50,819.000	53,360.000	22,125.000
Organizing Director	47,714.00	8,635.000	9,067.000	9,520.000	9,996.000	10,496.000
Finance Manager	27,255.00	2,712.000	5,694.000	5,979.000	6,278.000	6,592.000
Organizer's Assistant	75,307.00	13,312.000	14,144.000	15,018.000	15,935.000	16,898.000
<b>Subtotal personnel</b>	<b>1,020,002.00</b>	<b>150,268.000</b>	<b>215,344.000</b>	<b>238,025.000</b>	<b>250,095.000</b>	<b>166,270.000</b>
Fringe	204,000.00	30,054.000	43,069.000	47,605.000	50,019.000	33,254.000
<b>Total Personnel</b>	<b>1,224,003.00</b>	<b>180,322.00</b>	<b>258,413.00</b>	<b>285,630.00</b>	<b>300,114.00</b>	<b>199,524.00</b>
<b>Nonpersonnel</b>						
<b>Contract services</b>						
La Maestra-blood testing	5,000.00	1,000	1,000	1,000	1,000	1,000
Translation - various languages	4,000.00	4,000				
<b>Program supplies/materials</b>						
200 blood lead testing incentives @ \$25 ea.	5,000.00	1,000	1,000	1,000	1,000	1,000
Office Supplies	1,500.00	300	300	300	300	300
Program tablecloth for events	200.00	200				
Facemasks, hand sanitizers	500.00	100	100	100	100	100
Name tags	200.00	200				
<b>Equipment</b>	-					
Tablets (4)	600.00	600				
Cases for Tablets (4)	200.00	200				
Two iPhones (w/ camara)	2,500.00	2,500				
<b>Resgistration &amp; Fees</b>						
Registration - community health fairs/events	7,500.00	1,500	1,500	1,500	1,500	1,500
<b>Local Travel</b>						
Mileage (total)	48,587.63	3,734	12,746	13,584	13,967	4,556
<b>Telephone</b>						
Two Phone Lines	7,200.00	1,440	1,440	1,440	1,440	1,440
<b>Other</b>						
Airtable Database	2,400.00	480	480	480	480	480
<b>Subtotal nonpersonnel</b>	<b>85,387.63</b>	<b>17,254.41</b>	<b>18,566.37</b>	<b>19,404.25</b>	<b>19,786.91</b>	<b>10,375.69</b>
<b>Indirect (24%)</b>	<b>313,462.00</b>	<b>46,626.00</b>	<b>66,475.00</b>	<b>73,208.00</b>	<b>76,776.00</b>	<b>50,376.00</b>
<b>TOTAL</b>	<b>1,622,852.630</b>	<b>244,202.413</b>	<b>343,454.370</b>	<b>378,242.253</b>	<b>396,676.908</b>	<b>260,275.688</b>
Personnel	1,224,003.000	180,322.000	258,413.000	285,630.000	300,114.000	199,524.000
Non-personnel	85,387.63	16,920.00	9,420.00	9,420.00	9,420.00	9,420.00
Indirect 24%	313,461.00	46,626.00	66,475.00	73,208.00	76,776.00	50,376.00
<b>TOTAL Program Budget</b>	<b>1,622,852</b>	<b>243,868</b>	<b>334,308</b>	<b>368,258</b>	<b>386,310</b>	<b>259,320</b>

**EXHIBIT F**  
**Budget Narrative**

## Environmental Health Coalition

### San Diego Residential Lead Abatement Program Budget Narrative

#### I. Personnel (Direct Labor)

##### a) Project Director: \$206,263

The Project Director is responsible for meeting the contract requirements and objectives. The annual FTE equivalents per year are as follows (Year 1 = 0.74, Year 2 = 0.33, Year 3 = 0.33, Year 4 = 0.33, Year 5 = 0.33).

Her duties include:

- creating educational toolkit template, including the ordering of the EPA booklet “Protecting Your Family from Lead”, organizing folders, organizing materials etc.
- working with the EHC and City communications teams to create outreach materials including the flyers for canvassing, social media posts, and the Storybook
- coordinating Storybook review and printing with City staff
- coordinating the canvassing outreach; creating messaging and scripts for calls/visits
- recruiting/hiring/training Organizers and Promotoras
- providing oversight of Organizers and Promotoras
- coordinating weekly internal team meetings
- establishing subcontract agreement with La Maestra Health Centers
- collaborating with the City community outreach and communications teams
- documenting protocols for outreach, education, application intake process, visits
- setting up communication channels for interested clients
- managing translation of documents
- purchasing equipment for team (tablets, phones, phone lines)
- setting up and managing a network of partner organizations for referrals including coordinating quarterly meetings
- serving as main point of contact for presentations and health events
- conducting presentations
- materials ordering and inventory tracking
- project reporting
- tracking of hours on daily timesheet.

##### b) Lead Organizers: \$454,990

The annual FTE equivalents for the two Lead Organizers per year are as follows (Year 1 = 0.52, Year 2 = 1.55, Year 3 = 1.62, Year 4 = 1.62, Year 5 = 0.85). The primary Lead Organizer is responsible for the following duties:

- developing canvassing maps
- preparing canvassing materials for team
- scheduling canvassing with team
- canvassing Neighborhoods
- engaging property owners (phone, visit, email) to collect application and obtain tenant roster
- managing/outreaching to prospect list/tenant rosters (phone, visit, email)
- scheduling home visits
- conducting home visits and providing deep-level lead education
- providing referrals/vouchers for blood lead testing
- troubleshooting issues
- conducting relocation walk-throughs, providing relocation information, serving as interpreter during these visits with tenants and landlords

## **Environmental Health Coalition**

### **San Diego Residential Lead Abatement Program Budget Narrative**

- notifying families when re-occupancy is determined safe
- conducting re-occupancy visits to discuss importance of maintenance
- troubleshooting relocation/re-occupancy issues
- conducting annual follow-up visits (beginning year 2), discussing importance of maintenance
- assisting in reporting
- story collecting; taking photos of before and after, and testimonies from participants
- tracking hours on timesheet daily.

The second Lead Organizer is responsible for assisting the primary Lead Organizer with all the tasks outlined above.

#### **c) Organizer's Assistant: \$75,307**

The Organizer's Assistant will be responsible for data entry into the reporting system Airtable, managing the database system, and assisting with report generation. The Assistant will develop a secure data entry platform for Organizers to input data from the field through tablets. The annual FTE equivalents per year are as follows (Year 1 = 0.20, Year 2 = 0.20, Year 3 = 0.20, Year 4 = 0.20, Year 5 = 0.20).

#### **d) Communications Director: \$24,297**

The Communications Director is responsible for assisting with outreach material design (educational storybook, program brochure/flyer, social media posts); designing and maintaining EHC's program-specific webpages and sign-up form; creating and posting social media posts to promote the program; coordinating with the City's outreach/communications teams; participating in the City's Communications Subcommittee meetings twice a month; and tracking hours on timesheet daily. The annual FTE equivalents per year are as follows (Year 1 = 0.09, Year 2 = 0.04, Year 3 = 0.04, Year 4 = 0.04, Year 5 = 0.04).

#### **e) Promotoras: \$184,178**

The two Promotoras are responsible for assisting the Lead Organizers in community outreach/canvassing; staffing outreach tables and community events; scheduling home visits; assembling educational folders; conducting home visits; and tracking hours on timesheet daily. The annual FTE equivalents per year for the two Promotoras are as follows (Year 1 = 0.39, Year 2 = 1.02, Year 3 = 1.17, Year 4 = 1.17, Year 5 = 0.46).

#### **f) Organizing Director: \$47,714**

The Organizing Director is responsible for supervising the Lead Organizers and Promotoras; providing feedback on community outreach plans; identifying program outreach opportunities; troubleshooting outreach/visit issues; approving vacation time and creating plans for coverage; and tracking hours on timesheet daily. The annual FTE equivalents per year are as follows (Year 1 = 0.1, Year 2 = 0.1, Year 3 = 0.1, Year 4 = 0.1, Year 5 = 0.1).

#### **g) Financial Manager: \$27,254**

The Finance Manager is responsible for setting up system for tracking program staff hours; creating and managing timesheets for program staff; training staff on time tracking; preparing invoices; submitting invoices; preparing and participating in annual audit; and tracking hours on timesheet daily. The annual FTE equivalents per year are as follows (Year 1 = 0.03, Year 2 = 0.06, Year 3 = 0.06, Year 4 = 0.06, Year 5 = 0.06).

## **II. Fringe \$204,001**

Staff fringe benefits are calculated at 20% of the personnel costs \$1,020,003. This rate is based on the cost of benefits provided to staff including medical, dental, and vision.

## **III. Contracts**

### **a) La Maestra - Blood Lead Testing: \$5,000**

Budgeted at \$5,000 based on an estimated 200 children will have their blood lead levels tested via an agreement with La Maestra Community Health Center.

## **Environmental Health Coalition**

### **San Diego Residential Lead Abatement Program Budget Narrative**

#### **b) Translation: \$4,000**

Budgeted at \$4,000 based on the cost of translating materials into the following languages: Spanish, Vietnamese, Karen, Somali, and Farsi.

#### **IV. Supplies and Materials**

##### **a) Blood lead testing incentives: \$5,000**

Budgeted at \$5,000 for gift card incentives to distribute to families participating in blood lead testing events; 200 gift cards at \$25 each.

##### **b) Office supplies: \$1,500**

Budgeted at \$1,500 for office supplies needed throughout the project period including pens, clipboards, paper, notepads, and folding wagons.

##### **c) Event materials: \$700**

Budgeted at \$700 for materials necessary for outreach events including tablecloths, facemasks, and hand sanitizers.

##### **d) Equipment: \$3,300**

Budgeted at \$3,300 for technology to conduct outreach/visits and to track data from the field, including two dedicated mobile phones (iPhone 13; \$1,250 each), four tablets (Samsung Galaxy Tab; \$150 each), and four tablet cases (\$50 each).

##### **e) Name Tags: \$200**

Budgeted at \$200 for ten (10) name tags for EHC staff people so they can demonstrate credibility at the door during home visits.

#### **V. Registration & Fees**

##### **a) Community health fairs/events: \$7,500**

Budgeted at \$7,500 to cover the cost of registration for three large community events per year (\$1,500 annually) like Chicano Park Day and Earth Day.

#### **VI. Local Travel: \$ 48,587.63**

Budgeted at \$48,587.63 in mileage. The per mile reimbursement is at a rate of \$0.67 (2024 mileage rate) with a \$0.02 increase annually (assuming adjustments for inflation). The mileage is budgeted assuming maximum potential costs of 15 miles roundtrip for visits in the Southcrest/Sherman/Logan area and 30 miles roundtrip for visits in the Linda Vista/City Heights/Southeast area. As the homes have not yet been identified, we estimate half the homes will be in the 15.5 mile range and half of the homes will be in the 30 mile range, however this could change depending on eligibility. Each home is anticipated to have 6 visits over the course of the project: 1) initial outreach/door-knocking, 2) home assessment, 3) pre-relocation visit, 4) post-relocation visit, 5) annual follow-up visit, and 6) one visit for any troubleshooting or to meet with the landlord if it is not the same as the tenant. These estimates are assuming maximum costs based on current information known.

#### **VII. Other Direct Cost**

##### **a) Cell phone: \$7,200**

Budgeted at \$7,200 to cover the cost of two dedicated phone lines for the program at \$50 per line per month for the duration of the grant period.

##### **b) Database: \$2,400**



**Environmental Health Coalition**

**San Diego Residential Lead Abatement Program Budget Narrative**

Budgeted at \$20 per user, per month for 5 users (2 City users, 3 EHC users) for the Airtable database system that is cloud-based and password protected.

**VIII. Indirect Costs \$306,073**

The indirect budget of \$306,073 is based on 24% of the total direct costs per EHC's most recently approved federal indirect rate. Indirect is calculated on everything except equipment and subcontracts over 24%.

## EXHIBIT G

### 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.

**Living Wages.** This Contract is subject to the City's Living Wage Ordinance (LWO), codified in San Diego Municipal Code Chapter 2, Article 2, Division 42. Bidder agrees to require all of its subcontractors, sublessees, and concessionaires subject to the LWO to comply with the LWO and all applicable regulations and rules.

**1. Payment of Living Wages.** Pursuant to San Diego Municipal Code section 22.4220(a), Bidder and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the required minimum hourly wage rates and health benefits rate unless an exemption applies.

**1.1** Copies of such living wage rates are available on the City website at <https://www.sandiego.gov/purchasing/programs/livingwage/>. Bidder and its subcontractors shall post a notice informing workers of their rights at each job site or a site frequently accessed by covered employees in a prominent and accessible place in accordance with San Diego Municipal Code section 22.4225(e).

**1.2** LWO wage and health benefit rates are adjusted annually in accordance with San Diego Municipal Code section 22.4220(b) to reflect the Consumer Price Index. Service contracts, financial assistance agreements, and City facilities agreements must include this upward adjustment of wage rates to covered employees on July 1 of each year.

**2. Compensated Leave.** Pursuant to San Diego Municipal Code section 22.4220(c), Bidder and its subcontractors shall provide a minimum of eighty (80) hours per year of compensated leave. Part-time employees must accrue compensated leave at a rate proportional to full-time employees.

**3. Uncompensated Leave.** Bidder and its subcontractors must also permit workers to take a minimum of eighty (80) hours of uncompensated leave per year to be used for the illness of the worker or a member of his or her immediate family when the worker has exhausted all accrued compensated leave.

**4. Enforcement and Remedies.** City will take any one or more of the actions listed in San Diego Municipal Code section 22.4230 should Bidder or its subcontractors are found to be in violation of any of the provisions of the LWO.

**5. Payroll Records.** 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.

**5.1** For contracts subject to both living wage and prevailing wage requirements, only one submittal will be required. Submittals by a Bidder and all subcontractors must comply with both ordinance requirements.

**6. Certification of Compliance.** San Diego Municipal Code section 22.4225 requires each Bidder to fill out and file a living wage certification with the Living Wage Program Manager within thirty (30) days of Award of the Contract.

**7. Annual Compliance Report.** Bidder and its subcontractors must file an annual report documenting compliance with the LWO pursuant to San Diego Municipal Code section 22.4225(d). Records documenting compliance must be maintained for a minimum of three (3) years after the City's final payment on the service contract or agreement.

**8. Exemption from Living Wage Ordinance.** Pursuant to San Diego Municipal Code section 22.4215, this Contract may be exempt from the LWO. For a determination on this exemption, Bidder must complete the Living Wage Ordinance Application for Exemption.

**Highest Wage Rate Applies.** Bidder is required to pay the highest applicable wage rate where more than one wage rate applies.