

**Request for Proposal (RFP) for  
Inspector Project Monitor  
Addendum G**

<b>Solicitation Number:</b>	10090067-24-K
<b>Solicitation Issue Date:</b>	September 29, 2023
<b>Pre-Proposal Conference:</b>	No pre-proposal will be held.
<b>Questions and Comments Due:</b>	October 13, 2023 @ 12:00 p.m.
<b>Revised Proposal Due Date and Time ("Closing Date"):</b>	<b>January 16, 2024 @ 2:00 p.m.</b>
<b>Contract Terms:</b>	Five (5) years from Effective Date, as defined in Article I, Section 1.2 of the City's General Contract Terms and Provisions.
<b>City Contact:</b>	Kristine Kallek, Senior Procurement Contracting Officer kkallek@sandiego.gov (619)-236-6041
<b>Submissions:</b>	Proposer is required to provide one (1) original hard copy and one (1) electronic copy (e.g., thumb drive or CD), <b>or</b> an electronic proposal via PlanetBids, of their response as described herein.  <b>The City may require Proposers to submit original hard copies prior to execution of the contract if the PlanetBids electronic submission does not include an authorized electronic signature page (e.g., Adobe Sign, DocuSign). Completed and signed RFP signature page is required, with most recent addendum listed as acknowledgement of all addenda issued.</b>

**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER (10090067-24-K  
Inspector Project Monitor)**

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # (10090067-24-K *Inspector Project Monitor*) (Contractor).

**RECITALS**

On or about 9/29/2023, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

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

City wishes to retain Contractor to provide Inspector Project Monitor services as further described in the Scope of Work, attached hereto as Exhibit B. (Services).

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

**ARTICLE I  
CONTRACTOR SERVICES**

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

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

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

Amanda Santifer, Asbestos, Lead and Mold Program Manager  
9601 Ridgehaven Court, Suite 310 San Diego, CA 92123  
858-573-1261  
ASantifer@sandiego.gov

**ARTICLE II  
DURATION OF CONTRACT**

**2.1 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 the Scope of Services beginning on the Effective Date. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

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

**ARTICLE III  
COMPENSATION**

**3.1 Amount of Compensation.** City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed \$2,500,000. ASm (Initials). *(The not to exceed amount will be added in this final Contract prior to the final execution of the Contract by the City, with the Contractor's initials indicating acceptance.)*

**ARTICLE IV  
WAGE REQUIREMENTS**

4.1 Reserved.

**ARTICLE V  
CONTRACT DOCUMENTS**

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

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

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

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

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

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

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

CONTRACTOR

Allstate Services, LLC

Proposer

1545 Hotel Circle South, Suite 220

Street Address

San Diego

City

(619) 255-1052

Telephone No.

smilano@allstate-services.com

E-Mail

CITY OF SAN DIEGO  
A Municipal Corporation

BY:



Print Name:


Claudia C. Abarca

Director, Purchasing & Contracting  
Department

May 10, 2024

Date Signed

BY:



Signature of  
Proposer's Authorized  
Representative

Stacey J. Milano

Print Name

President

Title

January 16, 2024

Date

Approved as to form this 14 day of

May, 2024.

MARA W. ELLIOTT, City Attorney

BY:



Deputy City Attorney

William Smith

**EXHIBIT A  
PROPOSAL SUBMISSION AND REQUIREMENTS**

**A. PROPOSAL SUBMISSION**

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

**1.1 Reserved.**

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

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

**1.4 Reserved.**

**1.4.1 Reserved.**

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

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

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

**Tab A - Submission of Information and Forms.**

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

**2.2 Exceptions requested by proposer, if any.** The proposer must present written factual or legal justification for any exception requested to the Scope of Work, the Contract, or the Exhibits thereto. Any exceptions to the Contract that have not been accepted

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

2.3 The Contractor Standards Pledge of Compliance Form.

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

2.5 Reserved.

2.6 Licenses and Certifications as required in Exhibit B.

2.7 Reserved.

2.8 Additional Information as required in Exhibit B.

2.9 Reserved.

**Tab B - Executive Summary and Responses to Specifications.**

2.10 A title page.

2.11 A table of contents.

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

2.13 Proposer's response to the RFP.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **B. PRICING**

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

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

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

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

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



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

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

## **C. EVALUATION OF PROPOSALS**

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

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

### **3. Evaluation Process.**

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

**3.2 Optional Interview/Oral Presentation.** The City may require proposers to interview and/or make an oral presentation.

**3.3 Mandatory Interview/Oral Presentation.** The City will require proposers to interview and/or make an oral presentation if one or more proposals score within five (5) points or less of the proposal with the highest score. Only the proposer with the highest scoring proposal and those proposers scoring within five (5) points or less of the highest scoring proposal will be asked to interview and/or make an oral presentation. Interviews and/or oral presentations will be made to the Evaluation Committee in order to clarify the proposals and to answer any questions. The interviews and/or oral presentations will be scored as part of the selection process. The City will complete all reference checks prior to any oral interview. Additionally, the Evaluation Committee may require proposer's key personnel to interview. Interviews may be by telephone and/or in person. Multiple interviews may be required. Proposers are required to complete their oral presentation and/or interviews within seven (7) workdays after the City's request. Proposers should be prepared to discuss and substantiate any of the areas of the proposal submitted, as well as proposer's qualifications to furnish the subject goods and services. Proposer is responsible for any costs incurred for the oral presentation and interview of the key personnel.

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

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

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

	MAXIMUM EVALUATION POINTS
<b>A. Specialized experience and technical competence of the firm.</b>	<b>30</b>
1. Requested information includes a thorough technical response that demonstrates the competent knowledge of regulations and processes, to perform the Scope of Work.	
2. Understanding of the project and desired goals.	
3. Technical Aspects.	
4. Previous work performed on similar contracts and past record of performance	
<b>B. Strength of key personnel and commitment to the Project Staffing Plan.</b>	<b>20</b>
1. Qualifications of personnel that meet the requirements specified and demonstrate competent expertise to effectively and efficiently complete the Scope of Work.	
2. Demonstration of an adequate number of staff to perform the duties contained in the scope of work.	
3. Clearly defined roles/responsibilities of personnel are provided.	
4. Certification documentation is provided for staff per requirements.	
<b>C. Proposed Method to accomplish the work</b>	<b>25</b>
1. Information provided on previous relationship of contractor and subcontractor(s) on similar projects, if subcontractors will be used.	
2. Other pertinent experience and expertise provided.	
3. Location in the general geographical area of the project and knowledge and understanding of the local environment of the Project.	
4. Type, quantity, and location of equipment and vehicles in San Diego County.	
<b>D. Price.</b>	<b>10</b>
<b>E. Mandatory Presentation.</b>	<b>15</b>
1. Specialized Experience and technical competence of firm.	
2. Strength of key personnel and commitment to the project.	
3. Proposed method to accomplish the work.	
4. Thoroughness and Clarity of Presentation.	

	MAXIMUM EVALUATION POINTS
SUB TOTAL MAXIMUM EVALUATION POINTS:	<b>100</b>
<b>F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*</b>	<b>12</b>
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	<b>112</b>

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

**D. ANNOUNCEMENT OF AWARD**

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

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

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

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

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

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

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

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

The City may find the proposer to be non-responsive and award the Contract to the next highest scoring responsible and responsive proposer if the apparent successful proposer fails to timely provide the required information or documents.

## **EXHIBIT B SCOPE OF WORK**

### **A. SPECIFICATIONS**

#### **1. BACKGROUND**

This specification provides the scope of work required for Contractors to provide lead hazard evaluation and project monitoring services on privately owned residential properties in the City of San Diego.

The following list summarizes the services that shall be conducted:

- 1) Conduct complete lead inspection and risk assessments of the interior, exterior and common areas of single-family and multi-family residential properties, and provide a final report that:
  - Summarizes the location of lead-based paint on the interior and exterior of components throughout each property.
  - Summarizes the location, cause, and quantity of lead-hazards throughout each property.
- 2) Develop project-specific lead abatement specifications.
- 3) Prepare “Notice of hazard reduction activity” reports as defined by 24 CFR 35.125.
- 4) Schedule and conduct the lead abatement contractor (Contractor) job walk site visits and evaluate Contractor bids.
- 5) Schedule lead abatement activities.
- 6) Provide “Project Monitoring” services of all lead hazard abatement activities.
- 7) Conduct follow-up environmental sampling and clearance exams.

Key requirements specific to this Scope of Work which may not typically be required of lead hazard evaluations include:

- The lead-hazard evaluations and related reports shall be compliant with the 2012 edition of the U.S. Department of Housing and Urban Development Guidelines for the Evaluation and Control of Lead-Based Paint (the HUD Guidelines).
- The lead-hazard evaluations shall be compliant with HUD Policy Guidance (PG) 2013-01 Conducting Lead-Based Paint Inspections and Risk Assessments for Lead-Based Paint and Lead Based Paint Hazards (Attachment 1) and PG 2013-04, Lead Hazard Evaluation and Control of Lead Dust Hazards in Carpeting (Attachment 2).
- Raw data shall be provided as described in Section 4.4.8 of these specifications.
- Composite dust sampling is prohibited.

#### **2. GENERAL**

All services shall be compliant with State, Federal, and Local laws, regulatory requirements, and this specification.

All services and documents generated shall be compliant with the most recent version of Title 17 of the California Code of Regulations, Division 1, Chapter 8, “Accreditation, Certification, and Work Practices for Lead-Based Paint and Lead Hazards” (Title 17), the 2012 edition of the HUD Guidelines, HUD Policy Guidance 2013-01 Conducting Lead-Based Paint Inspections and Risk Assessments for Lead-Based Paint, and Lead Based Paint Hazards and

HUD Policy Guidance 2013-04 Lead Hazard Evaluation and Control of Lead Dust Hazards in Carpeting.

All documents and related data shall be retained by the Contractor for at least 5 years after the invoice of services has been approved for payment.

All State Certified individuals may be required to attend a training, not to exceed 2 hours, hosted by the City of San Diego prior to conducting any of the activities described herein.

Most lead hazard remediation activities will take place between the normal working hours of 6:00 am and 6:00 pm Monday through Friday, however schedules may vary based upon the individual needs and limitations associated with a project, including weekends (Friday after 6:00 pm to Monday 6:00 am) and work on City holidays, which will typically only be required when residents have been relocated. The Contractor shall accommodate all necessary schedules and provide services under the general direction of the City of San Diego Lead Safety and Healthy Homes Program. Overtime work shall be defined as Monday through Friday from 6:00 p.m. to 6:00 a.m., and from Friday at 6:00 p.m. until Monday at 6:00 a.m. Hours worked in excess of an 8-hour workday will be paid at the overtime rate when working only on City Projects that day. Overtime shall be approved by City of San Diego Staff prior to working overtime.

The Contractor shall maintain records that “accurately reflect the work performed.” These records shall:

- Be supported by a system of internal control which provides reasonable assurance that the time being charged is accurate, allowable, and properly allocated.
- Be incorporated in official records, such as payroll records.
- Accurately reflect the employee’s total activity.
- Provide a time or percentage breakdown on all activities.
- The Contractor shall, comply with generally accepted accounting principles and good business practices, including 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

### **3. ELIGIBILITY**

To be eligible for this award, the Contractor shall be the owner of at least one (1) X-Ray Fluorescence Analyzer (XRF) with a valid Performance Characteristic Sheet (PCS). Proper use of an XRF analyzer is integral to the scope of work.

### **4. LEAD HAZARD EVALUATIONS**

Lead hazard evaluations shall be conducted by State of California Department of Public Health Services Childhood Lead Poisoning Prevention Branch (CDPH) “Certified Lead Inspector/Assessors” (I/A). CDPH “Certified Lead Sampling Technicians” (ST) may assist in conducting the evaluations provided an I/A is present at the property and actively participating in the evaluation. Each I/A and/or ST may be required to attend a training hosted by the City of San Diego prior to conducting any Lead Hazard Evaluation.

All data from the inspection shall be retained by the inspector for at least 5 years after the invoice for services has been approved for payment.

#### 4.1 Prioritization and Scheduling

Contractors will be provided the following specific information related to one or more properties that shall be inspected.

- A description of the various residential structures located at this site address.
- The name, address and phone number of the Property Owner and their Agent if applicable.
- The year each structure was built.

Contractors are required to work with the property owners or their representatives to schedule the inspections. The Contractor shall contact the property owner within 3 business days after being notified by the City that they are authorized to conduct the inspection.

The Contractor shall conduct activities throughout the term of this Contract within the timeframes identified in Attachment 3, Workplan Benchmarks.

**Note:** Property owners are required to accommodate meeting these schedules as part of the enrollment application. The Contractor should notify the City as soon as they become aware that they are not able to meet the above schedules or if the property owners are unable to accommodate the Contractor in meeting the above schedules. The Contractor will not be required to meet the above scheduling requirements if the City is unable to meet the unit enrollments as identified in the benchmarks or resolve issues related to the property owner's ability to accommodate scheduling requirements.

#### 4.2 Foundation Diagrams and Floor Plans

For each Project, the Contractor is to prepare foundation diagrams and floor plans that meet the requirements of Title 17 and these specifications. These diagrams are required to be reasonably scaled with clear, sufficiently sized lettering, such that an 8 1/2" x 11" printed version can be readily interpreted by a layperson.

The *foundation diagram(s)* shall adequately depict the locations and descriptions of all structures on the property, the location of individual residential units and common areas within each structure, and each street that is adjacent to the Site Address. For each structure, each exterior wall that is nearest the primary Site Address street shall be identified as Side A. Side B, Side C, and Side D shall be identified clockwise looking downward from Side A. For example, when an inspector faces Side A from the exterior of the dwelling, Side B is to the left, Side C is across from Side A, and Side D is to the right of Side A.

When more than one wall exists in a single exterior room equivalent, the exterior room equivalents shall be clearly demarcated, with each wall identified as described in Section 4.4.3 and as shown on Attachment 4 (Sample Foundation Diagram) and Attachment 5 (Sample Single-Family Floor Plan).

Although the word "wall" is not included in the attached sample diagrams, the numbering is always associated with the specific component types. For example, on the "Sample Foundation Diagram" (Attachment 4), XRF readings taken on any of the walls in the hallway of building 1 on the D side, will be recorded with a location of "D", and a component identifier of either "Wall 1", "Wall 2" or "Wall 3", whereas when either of the two doors in this room are tested, they will be identified with a location of "D" and have a component identifier of either "Door 1" or "Door 2". See Section 4.4.8 for more details.

*Floor plans* shall depict the room layout of each residential unit and any common area that was not clearly defined in the foundation diagram. In at least one room of each unit, interior walls shall be labeled as “a”, “b”, “c”, and “d” according to their corresponding exterior walls, shall be labeled “A”, “B”, “C” and “D”. A unique name (such as kitchen, living room, and bathroom) shall be given to each room equivalent (as defined in the HUD guidelines) within each unit. Room names shall be consistent with the room names used to identify all environmental and XRF sample locations. Multi-story buildings shall have a separate layout for each floor, with the specific floor level clearly indicated.

For single-family homes, the foundation diagram and floor plan will typically be combined into a single “Floor Plan” depicting the entire layout of the property, when it is a single, story (See Attachment 4). Foundation diagrams and floor plans can also be included as part of a single diagram for smaller multi-family projects, provided the information is legible (See Attachment 6 for a sample floor plan with an incorporated foundation diagram).

#### **4.3 Room Naming Conventions**

Units with one or more of the same room types (typically bedrooms and/or bathrooms) shall use the following naming convention:

- 1) Starting at the main entry of the unit, when viewed from above in a clockwise direction, the initial bedroom or bathroom shall be named “Bedroom 1” or “Bathroom 1” respectively.
- 2) Each subsequent Bedroom or Bathroom shall be sequentially identified with the next highest number.

Typically, the numbering of rooms will not be required for room types other than bedrooms or bathrooms, however, this naming convention is required whenever a residential unit has more than one room of the same type, such as multiple hallways, stairwells or kitchens.

#### **4.4 Lead Paint Inspections**

**4.4.1 General.** Contractor will perform a complete Lead Inspection of the interior, exterior, and common areas of the entire property per the 2012 Edition of the HUD Guidelines, Title 17 and this document using a portable X-Ray Fluorescence (“XRF”) analyzer that has a Performance Characteristic Sheet deemed valid by HUD and maintained and resourced per the manufacturers’ recommendations. Each XRF reading is to include a valid date and time stamp that is within 5 minutes of the actual date and time.

**4.4.2 Testing Combinations.** Lead paint measurements shall be made on each testing combination with a similar painting history. If there is reason to believe a component type has a dissimilar painting history than a similar component type in that room equivalent or property exterior, these components shall be given a unique component name and tested separately. For example:

Bedroom closet doors that are dissimilar in construction from other interior doors shall be identified as a “Closet Door” and tested separately from other doors. If the bedroom closet doors are similar in construction to other doors in the bedroom, a separate test is not required.

Any testing combination that includes components that are of the same substrate, but dissimilar in construction, shall be uniquely named and separately tested. Examples of unique component names include:



- “Lower Cabinets” and “Upper Cabinets”
- “Cabinets” and “Decorative Cabinets”, or
- “Windows” and “Newer Windows”

Prefabricated bathroom “Vanities” are a single testing combination and do not require the testing of individual components. Vanities that are built-in and deemed similar in construction, painting history and materials to built-in cabinets located in other rooms should be referred to as a “Cabinet”. Cabinets, cabinet doors, drawers, cabinet shelves should all be tested separately.

Wall shelves (typically found in living rooms and dining rooms), closet shelves (typically found in bedroom closets) and cabinet shelves (typically found in hallways and kitchen cabinets) should each be uniquely named and tested, and identified respectively as “Wall Shelf”, “Closet Shelf” and “Cabinet Shelf”.

If the interior Entry Doors appear to have a unique painting history from other interior doors, they shall be tested and identified as an “Entry Door.”

“Shelf Supports,” typically found below bedroom closet shelves, should be tested separately.

Staircase railing components (e.g., handrail, baluster, newel...etc.) shall be individually tested if there is any indication that components have a unique paint history or if a single damaged component may potentially need to be addressed, otherwise a single reading on the balustrade assembly is sufficient.

Staircase components (stringers, wall string, treads and risers) shall be individually tested, whereas concrete “steps” are a single component.

When stained, varnished, or other clear coating on floors or other architectural components appears to be the same in multiple rooms, only 1 measurement in 1 room is required.

**4.4.3 Walls.** Testing shall be conducted on the four largest walls in each interior room, and one wall on each of the 4 exterior sides of each building. If all of the walls in a single room or on the building exterior are not classified the same (all Positive or all Negative):

- Every wall in that room or building exterior shall be tested.
- The location of each wall needs to be clearly identified with each XRF reading and on the property layout. For example, the location “A1” shall be used for the leftmost wall on the A side, and “A2” used as the next wall to the right of the leftmost wall.

**4.4.4 Grouped Components.** Unless there is a specific reason to believe that the following grouped components have a different painting history, the following building components shall be grouped together<sup>1</sup> when testing:

**Door:** Door stiles, rails, panels, mullions and other door parts are a single testing combination.

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<sup>1</sup> HUD Guidelines, Chapter 7, Section I.D.III: “Certain building components adjacent to each other and not likely to have different painting histories **can be** grouped together into a single testing combination.

**Door Trim:** Door jambs, stops, headers, and casings are a single testing combination. A minimum of 2 such “Door Trim” components shall be tested in each room equivalent. Any component type that has deteriorated paint or has a friction surface shall be individually tested.

**Window:** Window mullions and sashes are a single testing combination.

**Window Trim:** Window casings, stops, windowsills, jambs and aprons can be tested as a single testing combination. A minimum of 2 such “Window Trim” components shall be tested in each room equivalent.

**Baseboard:** Baseboards and associated trim (such as quarter-round or other caps).

**Wall:** Painted electrical sockets, switches or plates are classified as positive or negative based on the wall classification.

In the event the paint testing results of door trim and/or window trim components indicates these grouped components have a different painting history, the individual components shall be tested in each room equivalent.

**4.4.5 Exterior Room Equivalents.** For each structure that has 1 or more residential unit, a minimum of four exterior room equivalents (typically identified as “A Side Wall”, “B Side Wall”, “C Side Wall”, and “D Side Wall”) shall be evaluated. An XRF reading shall be made in each exterior room equivalent for any component type which was previously untested or had 1 or more previously tested components classified as negative. An exterior component can only be classified as negative throughout a residential building exterior when that component type tests negative in each exterior room equivalent which contains that component type.

The exterior of non-residential structures, such as garages, sheds, and carports can be tested as a single room equivalent.

**4.4.6 Multi-Family Lead Inspections.** If a property has 21 or more units of similar construction, the Lead Inspection shall be conducted in accordance with the HUD Guidelines, Multi-Family Inspection Protocol. A City representative will provide the Contractor a listing of randomly selected housing units, common areas, and exterior sites to be inspected. Key protocol requirements include:

At least 40 testing combinations of a given component type shall be tested. If less than 40 components of a given type were tested, additional measurements should be taken in randomly selected units that were not originally selected to increase the sample size to 40. If less than 40 testing combinations exists, all of the testing combinations that exist shall be tested.

The following options listed in the “*Multifamily Decision Flowchart*” contained in Chapter 7 of the 2012 HUD Guidelines are required to be followed:

- 1) Components that are classified as negative throughout a complex do not require any further testing.
- 2) When 15% or more of a component type is classified as Positive, that component type shall be classified as Positive Development-Wide.

- 3) When 5% or more, but less than 15% of a component type is classified as Positive, the “Second Random Sample” process shall be completed, and laboratory analysis shall be conducted if 2.5% or more of the combined results are positive.
- 4) When less than 5% of a component type is classified as Positive, laboratory analysis shall be conducted of the positive and high inconclusive readings.

**4.4.7 Inaccessible Components and Presumption of Lead-Based Paint.** The I/A is to make every reasonable effort to access all component types in each room equivalent that can be safely inspected. Such efforts include but are not limited to: 1) utilizing ladders as needed to access eaves, rafters, and fascia boards and other components of typical 2 story residential buildings with a raised foundation, and; 2) testing of exterior components that can be safely accessed from interior window openings. Ladders shall be used in accordance with CAL OSHA Subchapter 7, General Industry Safety Orders, Group 1, General Physical Conditions and Structures Orders, Article 4, Access, Work Space, and Work Areas §3276, Portable Ladders. All I/A’s and ST’s shall be trained in accordance with CAL OSHA §3276 (f) Employee Training Portable Ladders prior to participating in any lead hazard evaluation.

Any component types or areas that could not be safely accessed and subsequently not tested during the inspection shall be noted in the “Limitations” section of the final lead hazard evaluation report.

**4.4.8 Raw Data.** All XRF readings shall be recorded using HUD Form 7.1 (Single-Family Housing) or HUD Form 7.5 (Multifamily Housing), as applicable, or equivalent as approved by the City. The Wall identifier A, B, C, D (Section 4.2 Foundation Diagrams and Floor Plans)<sup>2</sup> or blank for components not located on specific walls such as ceilings or floors.

- 2) When multiple components are located on the same wall, the location of a specific component is differentiated by being numbered from left to right as facing the components. For example, when three windows are located on Wall D, the location of a specific window will be recorded as either D1, D2, or D3 and a specific window would be identified as either Window D1, Window D2 or Window D3<sup>3</sup>.
- 3) Any additional information that is necessary or useful in identifying the location where the XRF reading was taken. Common terms that might be used include “Ceiling”, “Above Porch” or “Closet”.
- 4) The reading result shall also be recorded by recording the following:
  - **Result:** The lead concentration in milligrams per square centimeter ( $\mu\text{g}/\text{cm}^2$ ).
  - **Class:** Classification of the tested components as “Lead Based Paint” as defined in Title 17.
    - **Pos:** Readings that classify the tested component as Positive for “lead-based paint”.
    - **Neg:** Readings that classify the tested component as Negative for “lead-based paint”.
    - **Null:** Readings that were aborted prior to completing the XRF analysis.
    - **Inc:** Readings that could not be classified as Positive or Negative as noted in the XRF instruments Performance Characterization Sheet (PCS).

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<sup>2</sup> HUD Guidelines, Chapter 7, Section IV. B.3(a): Side Identification

<sup>3</sup> HUD Guidelines, Chapter 7, Section IV. B.3(d): Building Component Identification

## 4.5 Lead Risk Assessments

**4.5.1 General.** A complete risk assessment shall be conducted on the interior, exterior and common areas of the entire property.

**4.5.2 Visual Assessment.** A “Visual Assessment” of all painted components shall be conducted on a room by room, component by component basis using HUD Form 5.2 or equivalent.

- **Location of lead hazards:** The location of potential lead hazards shall be documented including each testing combination in each room equivalent that has deteriorated paint, as well as intact paint on friction or impact surfaces (such as doors, cabinet doors, drawers, single hung and double hung windows, and window troughs), chewed surfaces, or deteriorated substrate conditions. The specific location of each component with any of these conditions shall be documented for all components classified as positive. This documentation shall comply with Section II.D.2 of Chapter 5 of the 2012 HUD guidelines and provide a level of detail that can be easily used “in preparing a work write-up”. **Note:** *Documentation of intact paint on friction and impact surfaces is required in the event dust hazards are identified near friction / impact surfaces. In these cases, lead-based paint on these components might be required to be treated.*
- **Cause of deterioration:** When more than one cause of deterioration exists on a single component type, all causes of deterioration (including any paint alligating or component friction or impact surfaces) shall be documented.
- **Building deficiencies that might cause corrective measures to fail** shall also be recorded. When moisture is identified as the cause of paint deterioration, the cause of the moisture problem (typically roof leaks, plumbing leaks, broken ventilation fans, sealed bathroom windows, or window condensation) shall be noted.
- **Building deficiencies that may require additional remediation:** If lead-based paint is identified on any substrate that is damaged or that will be disturbed during lead hazard control activities, you are required to notify the City of San Diego Contract Representative within 24 hours within determination.
- **Other building deficiencies:** Because the structure may need to be brought up to code before lead hazard control can take place, any obvious or questionable structural or building system (electrical, plumbing) defects, including potentially unpermitted revisions, are also to be photographed and documented.

**4.5.3 Soil Sampling.** Composite soil samples shall be collected from areas with nine square feet or more of bare soil, or any bare soil in child play areas. Each single composite sample should consist of between 5 and 10 subsamples. Each subsample shall be taken from areas deemed to have similar levels of lead contamination. Each composite sample is to include subsamples from each area the composite sample represents. For example, if a building has bare soil at the dripline of all four sides of a building, and 2 sides of the building had newer stucco walls, while 2 sides have older wooden clapboard siding, then the I/A should take one composite sample containing subsamples from the dripline of both sides with stucco walls, and one composite sample with subsamples from the dripline of the 2 sides with wood walls. If there is bare soil in both the front and back yards, then the the inspector should assess the likelihood of the levels of lead contamination being similar to determine if one or two composite samples should be taken from these areas. Each sample area shall be identified on the foundation diagram.

**4.5.4 Dust Sampling.** The following dust sampling requirements are in addition to the protocols described in the 2012 HUD Guidelines:

- A dust wipe sample shall be taken from the floor of each interior room equivalent.
- A dust wipe sample shall be taken from the nearest horizontal surface underneath each testing combination classified as positive which contains a friction surface.

**4.5.5 Follow-Up Soil Sampling.** In the event soil lead hazards are identified, the Contractor shall re-visit the property, in order to take additional samples at approximate depths of 2 1/2 inches and 5 inches deep to determine if rototilling is a viable abatement option.

#### **4.6 Final Lead Hazard Evaluation Report**

A final combined Lead Inspection / Risk Assessment (LIRA) report for each residential building or set of buildings that are similar in construction and painting history shall be prepared by an I/A. When multiple reports are required for a single property, a determination will be made on a case-by-case basis of which report will include the testing results of the exterior components and structures such as fences and storage sheds.

The final reports shall meet the requirements of Title 17, and the 2012 Edition of the HUD Guidelines including all the “EPA Required” information in HUD Guidelines Chapter 5 Tables 5.13, 5.14, and 5.15 and the final reports must also contain the following elements:

- 1) An executive summary containing:
  - a. A listing of each testing combination indicating the components classified as positive for lead-based paint.
  - b. The location of all lead-based paint, dust, and soil hazards.
  - c. The above summaries shall be segregated and grouped by the interior and exterior of each building, each residential unit, the common areas of each building, and the interior and exterior of other structures or areas.
- 2) The name address and phone number of a contact person within your Company who an individual may contact if they have any questions regarding the information contained within the report.
- 3) The following attachments:
  - The foundation diagrams and floor plans as noted in Section 4.2 of these specifications with the specific locations of each lead hazard and presence of lead-based paint identified on the floor plans.
  - A copy of the State certifications for each I/A and ST that participated in the environmental assessment.
  - A copy of I/A Certifications of the individual who prepared the report, if different than the individuals who conducted the environmental assessment.

Chapter 7 of the HUD guidelines require all components be classified as either positive or negative either by classifying components based on the results of each testing combination, or by “classifying component types across room equivalents if patterns or trends are supported by the data.” The I/A is to determine if such patterns or trends are supported by the data, and if so, classify the components accordingly and include a notation in the report indicating the components that have been classified using this method.

#### **4.7 Notice of Evaluation**

The Contractor is to furnish a Notice of Evaluation (NOE) that corresponds to each LIRA that meets the requirements of 24 CFR 35.125. The summary of the results shall be segregated in a similar manner as the LIRA reporting requirements such that the occupants of each unit can be provided a summary relevant to their unit, building common areas and any lead-based paint and/or lead-based paint hazard identified on the exterior of the property. The contact information required by 24 CFR 35.125 will be provided to the Contractor prior to the evaluation being conducted. These documents shall be provided in Adobe Acrobat PDF format.

#### **4.8 Submittal**

Upon completion of the Lead Hazard Evaluations, the following electronic files shall be provided to the City.

- The raw inspection data and field sampling forms
- The completed Lead Inspection/ Risk Assessment Report
- A copy of the NOE
- An invoice for the Lead Hazard Evaluation based on the Contractor Pricing Schedule (See Attachment 7)

### **5. PROJECT DESIGN**

#### **5.1 Lead Abatement Specifications**

Upon completion of the LIRA, the assigned Project Monitor is to develop the scope of work by itemizing the location and quantity of the various lead hazards and potential lead hazards to be included in a written Abatement Plan (Attachment 8) including:

- 1) The location and quantities<sup>4</sup> for each identified lead hazard.
- 2) Appropriate lead hazard abatement measures for all identified lead hazards.

The Abatement Plan shall also include:

- 1) The level of occupant protection required and specifically identify the relocation requirements based on the Abatement Plan, Chapter 8 of the HUD Guidelines, and the City of San Diego Municipal Code §54.1006 (c).
- 2) Require that Contractors comply with the applicable provisions of the CAL OSHA standard.

Upon Completion, copies of the Abatement Plan shall be provided to the City.

#### **5.2 Notice of Hazard Reduction Activity**

Upon completion of the Abatement Plan, the Contractor is to create a Notice of Hazard Reduction Activity (NHRA) per 24 CFR 35.125.

#### **5.3 Ongoing Maintenance Plan**

The Contractor is to generate an Ongoing Maintenance Plan (OMP) based on any remaining lead-based paint after the planned lead hazard abatement measures have been completed. The OMP will include the NHRA that identifies the location of any remaining lead-based

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<sup>4</sup> The “unit of measure” (each, square foot or linear foot) for the quantities varies based on the component type.

paint. The resident will be provided with a listing of the components classified as lead-based paint for: 1) their residential unit and 2) a separate listing for all exterior and common area components classified as lead-based paint.

## **6. LEAD ABATEMENT CONTRACTOR BIDS**

### **6.1 Pre-Construction Meeting**

After being notified by the City that the submitted documentation has been reviewed and approved, the Contractor will schedule a pre-construction meeting with the Property Owner, the abatement Contractor(s), and the assigned City representative. The Property Owner will be required to notify tenants and provide access to all areas to be renovated. The purpose of the meeting is to ensure the abatement Contractor is fully aware of what is required to complete the abatement scope of work and to work with the Contractor to finalize the written Abatement Plan (Attachment 8).

## **7. PROPERTY OWNER'S CONSENT TO MOVE FORWARD**

After the City has notified the Contractor that the abatement Contractor's bid proposal has been accepted, the Contractor will meet with the property owner to go over the lead hazard evaluation report, the Abatement Plan and the OMP, and request the owner "sign off" to acknowledge they are aware of their program obligations and ongoing responsibilities. The Contractor will subsequently "sign off" on the same acknowledgment form and forward copies to the City.

## **8. SCHEDULING LEAD HAZARD REMEDIATION ACTIVITIES**

The Contractor will oversee the scheduling of the lead hazard remediation activities with the Contractor, the Owner, and the City representatives responsible for working with the tenants on unit preparations and relocation needs.

## **9. PROJECT MONITORING**

### **9.1 General**

The on-site Project Monitors shall be individuals certified by the CDPH as Certified Lead Project Monitors. Documentation of current CAL OSHA required medical surveillance and respirator fit test shall be provided to the City and maintained throughout the contract performance period.

The Project Monitor shall ensure that all lead hazard abatement activities are compliant with the requirements of Section 36100 of Title 17, the U.S. Department of Housing and the HUD Guidelines as referenced in Section 36100 of Title 17 and this document.

### **9.2 Occupant Protection Measures**

Prior to the commencement of any lead hazard remediation activities, the Contractor will verify the appropriate occupant protection measures are in place, which includes ensuring the Contractor has established the appropriate regulated areas.

### **9.3 Ongoing**

Upon commencement of abatement activities, the Contractor's Project Monitor(s) will provide oversight of the lead hazard remediation activities. A Project Monitor shall be available to accommodate the Contractor's activities as to not delay any lead-hazard remediation activities, and conduct unscheduled, unannounced visits to the properties

during the lead remediation activities. Activities to be conducted by the Project Monitor will include:

1. Verifying the Abatement Contractor Supervisors and Workers have current State and Federal certifications, medical clearance and fit test results.
2. Ensure all supervisors and workers at the worksite have the appropriate State and Federal certifications.
3. Verifying the Abatement Contractor has adequate procedures for segregating supplies and materials funded by this program, and these procedures are adhered to.
4. While on the site, the Project Monitor will:
  - a. Document activities are being conducted in accordance with regulatory requirements, the abatement specifications, and contractual agreement with the City, including but not limited to:
    - i. OSHA air monitoring and respiratory protection requirements.
    - ii. Occupant Protection Measures.
    - iii. Paint is stripped to substrate, and primer is applied prior to the application of topcoat paint, where appropriate.
    - iv. Surfaces are being prepped and painted per the paint manufacturers' instructions.
    - v. Ensure workmanship meets general construction standards.

When worksite preparation levels permit residents either to remain inside the dwelling while work is being conducted or return to the dwelling in the evening after work has been completed for the day, the Project Monitor is to verify that the Abatement Contractor has completed their obligation to document the cleaning verification process in accordance with CFR 745.85(b) Standards for Post-Renovation Cleaning Verification.

#### **9.4 Clearance Inspections**

The Abatement Contractor is to conduct all of the required final clearance testing and generate the final clearance reports. Clearance sampling shall conform to Clearance procedures in HUD Chapter 15. Clearance results shall be communicated to the assigned City representative(s) and Contractor as soon as available. Clearance sampling turnaround shall be such as to minimize impact to the family and/or property owner. At no time shall clearance sampling laboratory turnaround exceed 24 hours.

#### **10. SUBMITTALS**

The following submittals shall be included with your proposal:

- (a) The Make / Model / and Serial Number for each XRF owned by the Company submitting this proposal.
- (b) Copies of CDPH Certified Lead Inspector/Assessor certifications for each existing employee.
- (c) Copies of CDPH Certified Lead Sampling Technician certifications for each existing employee.
- (d) Copies of CDPH Certified Project Monitor certifications for each existing employee.
- (e) Letters of Commitment of any eligible subcontracted Contractors.
- (f) Copies of CDPH Certified Lead Inspector/Assessor certifications for each existing subcontracted Contractor employee.



- (g) Copies of CDPH Certified Lead Sampling Technician certifications for existing subcontracted Contractor employees.
- (h) Copies of CDPH Certified Project Monitor certifications for existing subcontracted Contractor employees.

Any proposer holding a different license who feels qualified to bid on this work shall notify the City Contact in writing at least seven (7) days prior to the bid closing. After a thorough review of the proposed license substitution, the City will inform the proposer, in writing, of its decision prior to bid closing. The City's decision is final.

**Attachments:** 1) HUD Policy Guidance 2013-01 Conducting Lead-Based Paint Inspections and Risk Assessments for Lead-Based Paint and Lead-Based Paint Hazards.

- 2) HUD Policy Guidance 2013-04, Lead Hazard Evaluation and Control of Lead Dust Hazards in Carpeting.
- 3) Workplan Benchmarks
- 4) Sample Foundation Diagram
- 5) Sample Single-Family Floor Plan
- 6) Sample Multi-Family Floor Plan
- 7) Price Schedule
- 8) Abatement Plan

#### **D. ADDITIONAL INSURANCE**

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

##### **a) Policies and Procedures.**

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

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

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

**b) Types of Insurance.**

**c) General Liability Insurance.**

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

<u>General Annual Aggregate Limit</u>	<u>Limits of Liability</u>
Other than Products/Completed Operations	\$10,000,000
Products/Completed Operations Aggregate Limit	\$10,000,000
Personal Limit	\$5,000,000
Each Occurrence	\$5,000,000
	Injury

**d) Commercial Automobile Liability Insurance.**

1. You shall provide a policy or policies of Commercial Automobile Liability Insurance written on the current version of the ISO form CA 00 01 12 90 or later version or equivalent form providing coverage at least as broad in the amount of \$1,000,000 combined single limit per accident,

covering bodily injury and property damage for owned, non-owned, and hired automobiles (“Any Auto”).

2. All costs of defense shall be outside the limits of the policy.

**e) Workers’ Compensation Insurance and Employers Liability Insurance.**

1. In accordance with the provisions of California Labor Code section 3700, you shall provide, at your expense, Workers’ Compensation Insurance and Employers Liability Insurance to protect you against all claims under applicable state workers’ compensation laws. The City, its elected officials, and employees will not be responsible for any claims in law or equity occasioned by your failure to comply with this requirement..
2. Statutory Limits shall be provided for Workers’ Compensation Insurance as required by the state of California, and Employer’s Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
3. By signing and returning the Contract, you certify that you are aware of the provisions of California’s Workers’ Compensation laws, including Labor Code section 3700, which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance, and that you will comply with these provisions before commencing the Work.

**F) Contractors Pollution Liability Insurance.**

1. You shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain Contractors Pollution Liability Insurance applicable to the Work being performed, with a limit no less than \$2,000,000 per claim or occurrence and \$4,000,000 aggregate per policy period of one year.
2. All costs of defense shall be outside the limits of the policy.
3. You shall obtain written approval from the City for any insurance provided by your Subcontractor instead of you.
4. For approval of a substitution of your Subcontractor’s insurance, you shall certify that all activities for which the Contractors Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim unless the City has provided prior, written approval..
5. Occurrence based policies shall be procured before the Work commences. Claims Made policies shall be procured before the Work commences, shall be maintained for the Contract Time, and shall include a 12-month extended Claims Discovery Period applicable to this contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Work without advancing the retroactive date.

**g) Contractors Hazardous Transporters Pollution Liability Insurance.**

1. You shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain Contractors

Hazardous Transporters Pollution Liability Insurance, including contractual liability coverage to cover liability arising out of transportation of hazardous or toxic, materials, substances, or any other pollutants by you or any Subcontractor in an amount no less than \$2,000,000 limit per occurrence and \$4,000,000 aggregate per policy period of one year.

2. All costs of defense shall be outside the limits of the policy.
3. You shall obtain written approval from the City from any insurance provided by a Subcontractor instead of you..
4. To obtain City approval of a Subcontractor's insurance coverage in lieu of the Contractor's insurance, the Contractor shall certify that all activities under the Contractor's Hazardous Transporters Pollution Liability Insurance will be performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim without prior approval of the City
5. Occurrence based policies shall be procured before the Work commences. Claims Made policies shall be procured before the Work commences, shall be maintained for the duration of this contract, and shall include a 12-month extended Claims Discovery Period applicable to this Contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Work under this Contract without advancing the retroactive date.

**h) Professional Insurance (Errors and Omissions Insurance).**

1. For Contracts with required professional services, by you, you shall keep or require all of your employees and Subcontractors, who provide professional services under Contract, to provide to the City proof of Professional Liability coverage with a limit of no less than **\$1,000,000** per claim and **\$2,000,000** aggregate per policy period of one year.
2. You shall ensure the following:
  - 2.1. The policy retroactive date is on or before the date of commencement of the Project.
  - 2.2. The policy will be maintained in force for a period of three years after completion of the Project or termination of the Contract, whichever occurs last. You agree that, for the time period specified above, there will be no changes or endorsements to the policy that affect the specified coverage.
3. If professional services are to be provided solely by the Subcontractor, you shall:
  - 3.1. Certify this to the City in writing, and agree in writing to require the Subcontractor to procure Professional Liability coverage in accordance with the requirements set forth here.

**i) Rating Requirements.**

1. Except for the State Compensation Insurance Fund, all insurance required by this Contract shall be carried only by responsible insurance companies with a rating of, or equivalent to, at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance

Commissioner to do business in the state of California, and that have been approved by the City.

**j) Non-Admitted Carriers.**

1. The 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).
2. All policies of insurance carried by non-admitted carriers shall be subject to all of the requirements for policies of insurance provided by admitted carriers described in this Contract.

**k) Evidence of Insurance.**

1. You shall furnish the City with original Certificates of Insurance, including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause), prior to your commencement of Work under this Contract. In addition, The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

**l) Policy Endorsements.**

**m) Commercial General Liability Insurance.**

**n) Additional Insured.**

1. To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:
  - a. Ongoing operations performed by you or on your behalf,
  - b. your products,
  - c. your work, e.g., your completed operations performed by you or on your behalf, or
  - d. premises owned, leased, controlled, or used by you.

**o) Primary and Non-Contributory Coverage.**

1. The policy shall be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it shall provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

**p) Project General Aggregate Limit.**

1. The policy or policies shall be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the

Work. Only claims payments which arise from the Work shall reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit shall be in addition to the aggregate limit provided for the products-completed operations hazard.

q) **Workers' Compensation Insurance and Employers Liability Insurance.**

r) **Waiver of Subrogation.**

1. The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from Work performed by the Named Insured for the City.

s) **Contractors Pollution Liability Insurance Endorsements.**

t) **Additional Insured.**

1. To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:
  - a. Ongoing operations performed by you or on your behalf,
  - b. your products,
  - c. your work, e.g., your completed operations performed by you or on your behalf, or
  - d. premises owned, leased, controlled, or used by you.

u) **Primary and Non-Contributory Coverage.**

1. The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

v) **Severability of Interest.**

1. For Contractors Pollution Liability Insurance, the policy or policies shall provide that your insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

w) **Contractors Hazardous Transporters Pollution Liability Insurance Endorsements.**

x) **Additional Insured.**

1. To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:
  - a. Ongoing operations performed by you or on your behalf,
  - b. your products,
  - c. your work, e.g., your completed operations performed by you or on your behalf, or
  - d. premises owned, leased, controlled, or used by you.

y) **Primary and Non-Contributory Coverage.**

1. The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

z) **Severability of Interest.**

1. For Contractors Hazardous Transporters Pollution Liability Insurance, the policy or policies shall provide that your insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability, and shall provide cross-liability coverage.

aa) **Deductibles and Self-Insured Retentions.**

1. You shall disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided. The City may require you 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.

bb) **Reservation of Rights.**

1. The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles, and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer, but not required by this Contract.

cc) **Notice of Changes to Insurance.**

1. You shall notify the City, in writing, 30 days prior to any material change to the policies of insurance provided under this Contract. This written notice is in addition to the requirements of paragraph 8 of Section 5-4.1. [Policies of insurance shall provide that the City is entitled to 30 days advance written notice () of cancellation or non-renewal of the policy or 10 days advance written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage and to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.]

**dd) Excess Insurance.**

1. Policies providing excess coverage shall follow the form of the primary policy or policies, including, all endorsements.

**E. PRICE SCHEDULE**

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



## PRICE SCHEDULE – LEAD EVALUATION AND PROJECT MONITOR SERVICES RATES

### 1. GENERAL

The estimated quantities provided by the City are not guaranteed and are listed for purposes of comparing cost proposals and establishing pricing. The actual quantities may vary depending on the demands of the City. Any variations from these estimated quantities shall not entitle the Contractor to an adjustment in the unit price or to any additional compensation. Labor rates shall be fully burdened.

### 2. LEAD HAZARD EVALUATION PRICING

The “estimated quantity” identified in the below pricing sheet contains a best estimate as to the total number of units that will be awarded over a 5-year contract period. The quoted price is to include the lead hazard evaluation services (which include fully burdened labor rates, equipment, supplies and sample costs unless specifically called out in the pricing section) for the listed structure and all painted components on the parcel on which the structure is located, including miscellaneous painted structures (i.e., carports, sheds) and/or components (i.e., fences, mailboxes, cloth lines).

#### 2.1 SINGLE FAMILY STRUCTURE (PER SECTION 4)

Item No.	Est. Qty.	U/M	Description	Unit Cost	Extension
1.	270	EA	Single family home (1 to 2 bedroom)	\$ 599	\$ 161,730
2.	270	EA	Additional cost for each additional bedroom (greater than 2 bedrooms)	\$ 99	\$ 26,730
3.	100	EA	Additional cost for each detached garage	\$ 75	\$ 7,500
<b>TOTAL SECTION 2.1</b>					<b>\$ 195,960.00</b>

**2.2 LEAD HAZARD EVALUATION- MULTI FAMILY STRUCTURE- LESS THAN 21 UNITS (HUD SINGLE FAMILY PROTOCOL) (PER SECTION 4)**

Item No.	Est. Qty.	U/M	Description	Unit Cost	78 Extension
1.	40	EA	Each Multi-Family Residential Building	\$ 299	\$ 11,960
2.	160	EA	Each Residential Unit	\$ 499	\$ 79,840
<b>TOTAL SECTION 2.2</b>					<b>\$ 91,800.00</b>

**2.3 LEAD HAZARD EVALUATION- MULTI FAMILY STRUCTURE -21 UNITS OR GREATER (HUD MULTI FAMILY PROTOCOL) (PER SECTION 4)**

Item No.	Est. Qty.	U/M	Description	Unit Cost	Extension
1.	3	EA	Each Multi-Family Residential Building	\$ 299	\$ 897
2.	50	EA	Each Residential Unit	\$ 499	\$ 24,950
3.	20	EA	Paint chip sample testing	\$ 35	\$ 700
<b>TOTAL SECTION 2.3</b>					<b>\$ 26,547.00</b>

**2.4 ADDITIONAL SOIL SAMPLING (PER SECTION 4.5.5)**

Item No.	Est. Qty.	U/M	Description	Unit Cost	Extension
1.	10	EA	Each Multi-Family Residential Building	\$ 39	\$ 390.00

Item No.	Est. Qty.	U/M	Description	Unit Cost	Extension
2.	20	EA	Each Residential Unit	\$ 39	\$ 780
<b>TOTAL SECTION 2.4</b>					<b>\$ 1,170.00</b>

**3. PROJECT MONITORING LABOR RATES (PER SECTIONS 5-9.4).**

Provide a listing of the various employee positions, proposed activities for those positions, hourly rate, and overtime rate to be billed to the City to meet the scope of services included in this document. Overtime rate applies to work conducted Monday-Friday 6:00 pm – 6:00 am, weekends from 6:00 pm Friday – 6:00 am Monday, and City Holidays. Overtime shall be approved in advance, in writing by the City.

Item No.	U/M	Est. Qty.	Position	Activity Description	Hourly Rate Unit Cost	Extension
1.	HR	1	Project Manager	Oversee scheduling, Develop specifications, plans	\$ 125	\$ 125.00

2.	HR	1	Project Monitor	Write specifications, on-site work and sampling, develop reports	\$ 99	\$ 99.00
3.	HR	1	Administrative Staff	Produce reports, schedule services, other documents	\$84	\$84.00
<b>TOTAL SECTION 3</b>						<b>\$ 308.00</b>

**4. CLEARANCE SAMPLES (PER SECTION 9.4)**

Item No.	Est. Qty.	U/M	Description	Unit Cost	Extension
1.	3000	EA	Lead Dust Clearance Sample (24 Hour Turnaround Time)	\$25	\$ 75,000
2.	25	EA	Soil Clearance Sample (24 Hour Turnaround Time)	\$ 39	\$ 975
<b>TOTAL SECTION 4</b>					<b>\$ 75,975.00</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 \$5,000,000 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.

**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:**

Request for Proposal (RFP) for Inspector Project Monitor  
\_\_\_\_\_  
\_\_\_\_\_

**B. BIDDER/PROPOSER INFORMATION:**

<u>Allstate Services, LLC</u>			
<u>Legal Name</u>		<u>DBA</u>	
<u>4025 Camino Del Rio S, Suite 300,</u>	<u>San Diego,</u>	<u>CA</u>	<u>92108</u>
<u>Street Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
<u>Stacey J. Milano, President</u>	<u>(619) 542-7717</u>		
<u>Contact Person, Title</u>	<u>Phone</u>	<u>Fax</u>	

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.

Stacey Milano	President
Name	Title/Position
Lake Elsinore, CA	Allstate Services, LLC
City and State of Residence	Employer (if different than Bidder/Proposer)
Responsible for communication with City, preparing documents and supervising Allstate Services, LLC's staff for this project.	
Interest in the transaction	

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

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

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

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

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

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

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

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 ten (5) years, has your firm changed its name?  
 **Yes**       **No**

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

2. Is your firm a non-profit?  
 **Yes**       **No**

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

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?  
 **Yes**       **No**

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

**D. BUSINESS ORGANIZATION/STRUCTURE:**

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

**Corporation** Date incorporated: 10/22/08 State of incorporation: California  
 **Limited Liability Corporation**  
List corporation's current officers: President: Stacey Milano  
Vice Pres: Steven Travers  
Secretary: Stacey Milano  
Treasurer: Stacey Milano

Type of corporation: C  Subchapter S

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

If **Yes**, after what date: 10/22/2008

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: NA - LLC Authorized Issued Outstanding

- a. Number of voting shares: \_\_\_\_\_
- b. Number of nonvoting shares: \_\_\_\_\_
- c. Number of shareholders: \_\_\_\_\_
- d. Value per share of common stock:
 

Par	\$	_____
Book	\$	_____
Market	\$	_____

**Limited Liability Company** Date formed: 10/22/08 State of formation: California

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

Stacey Milano, President, 29253 Southernness, Lake Elsinore, CA 92108

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

**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:

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**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: Wells Fargo Bank

Point of Contact: Ahmad Amiri

Address: 27630 Ynez Road, Temecula, CA

Phone Number: (951) 676-5602

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.: B2009038144 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: County of San Diego, Dept of Housing & Community Development

Contact Name and Phone Number: Nicholas Mackereth, (858) 694-4847

Contact Email: NicholasS.Mackereth@sdcounty.ca.gov

Address: 3989 Ruffin Road, San Diego, CA 92123

Contract Date: Ongoing

Contract Amount: Ongoing

Requirements of Contract: Lead based paint inspections, risk assessments and clearances

Company Name: Environmental Health Coalition

Contact Name and Phone Number: Leticia Ayala, (619) 474 0220 X 121

Contact Email: Leticia@environmentalhealth.org

Address: 2727 Hoover Avenue, Suite 202, National City, CA 91950

Contract Date: Ongoing

Contract Amount: Ongoing

Requirements of Contract: Lead based paint inspections, risk assessments and clearances

Company Name: City of Tucson, Housing and Community Development

Contact Name and Phone Number: Scott Wilson, (520) 837-5318

Contact Email: scott.wilson4@tucsonaz.gov

Address: 310 N. Commerce Park Loop ,PO Box 27210, Tucson, AZ 85726

Contract Date: Ongoing

Contract Amount: Ongoing

Requirements of Contract: Lead based paint inspections, risk assessments and lead training

**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 # Pending Application

3. Are you certified as any of the following: No

- 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: EMSL

Address: 8145 Ronson Rd, San Diego, CA 92111

Contact Name: Riva Alger Phone: 858-788-1402 Email: ralger@emsl.com

Contractor License No.: NA DIR Registration No.: NA

Sub-Contract Dollar Amount: \$ To be determined (per year) \$ To be determined (total contract term)

Scope of work subcontractor will perform: Laboratory Analysis

Identify whether company is a subcontractor or supplier: Laboratory 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: NA

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).

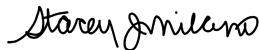
(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(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.**

Stacey J. Milano, President



12/27/23

Name and Title

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.

N/A

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.

Stacey Milano, President  
\_\_\_\_\_  
Print Name, Title

*Stacey Milano*  
\_\_\_\_\_  
Signature

12/27/23  
\_\_\_\_\_  
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 proposals. 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 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 quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether an 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, an 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 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 the 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 principal 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.

**Principal Place of Business:** a location wherein a business maintains a physical office and through which it obtains no less than fifty percent (50%) of 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 proposal, 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. Work Force Report and Equal Opportunity Outreach Plan.**

- A. Work Force Report. Contractors shall submit with their proposal 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 Enterprise program for goods, services, and consultant contracts. The SLBE requirements are set forth in San Diego Municipal Code Division 36. For contracts in which the Purchasing Agent is required to advertise for sealed proposals in the City's official newspaper or consultant contracts valued over \$50,000, the City shall:

- A. Apply a maximum of an additional 12% of the total possible evaluation points to the Contractor's final score for SLBE or ELBE participation. Additional points will be awarded as follows:
  - a. If the Contractor achieves 20% participation, apply 5% of the total possible evaluation points to the Contractor's score; or
  - b. If the Contractor achieves 25% participation, apply 10% of the total possible evaluation points to the Contractor's score; or
  - c. If the prime contractor is a SLBE or an ELBE, apply 12% of the total possible evaluation points to the Contractor's score.



## **VI. Maintaining Participation Levels.**

- A. Additional points are based on the Contractor's level of participation proposed prior to the award of the goods, services, or consultant contract. Contractors are required to achieve and maintain the SLBE or ELBE participation levels throughout the duration of the goods, services, or consultant contract.
- B. If the City modifies the original specifications, the Contractor shall make reasonable efforts to maintain the SLBE or ELBE participation for which the additional points were awarded. The City must approve in writing a reduction in SLBE or ELBE participation levels.
- C. Contractor shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or ELBE subcontractor.
- D. Contractor's failure to maintain SLBE or ELBE participation levels as specified in the goods, services, or consultant contract shall constitute a default and grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.
- E. The remedies available to the City under San Diego Municipal Code Division 36 are cumulative to all other rights and remedies available to the City.

## **VII. Certifications.**

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

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

Subcontractors' valid proof of certification status e.g., copy of MBE, WBE, DBE, or DVBE certification must be submitted with the proposal or contract documents. 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: Allstate Services, LLC

Certified By Stacey J. Milano Title President  
Name

*Stacey J. Milano* Date 12/27/23  
Signature

**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: Allstate Services, LLC

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

Address (Corporate Headquarters, where applicable): 4025 Camino Del Rio S, Suite 300

City: San Diego County: San Diego State: CA Zip: 92108

Telephone Number: (619) 542-7717 Fax Number: \_\_\_\_\_

Name of Company CEO: Stacey Milano

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

Address: Same as above

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

Type of Business: Environmental Consulting Services Type of License: lead based paint consulting

The Company has appointed: Stacey Milano

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: 4025 Camino Del Rio S, Suite 300, San Diego, CA 92108

Telephone Number: (619) 542-7717 Fax Number: \_\_\_\_\_ Email: smilano@allstate-services.com

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

*Check the box above that applies to this WFR.*

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

I, the undersigned representative of Allstate Services, LLC

San Diego, California (Firm Name) hereby certify that information provided

(County) (State) herein is true and correct. This document was executed on this 27 day of December, 2023

Stacey J. Milano  
(Authorized Signature)

Stacey J. Milano  
(Print Authorized Signature Name)

**WORK FORCE REPORT – Page 2**

NAME OF FIRM: Allstate Services, LLC

DATE: 12/27/23

OFFICE(S) or BRANCH(ES): San Diego

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		
Professional											4			
A&E, Science, Computer														
Technical														
Sales														
Administrative Support														
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	0	0	0	0	0	0	0	0	0	0	4	1	0	0
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**Grand Total All Employees** 5

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

Disabled	0	0	0	0	0	0	0	0	0	0	1	0	0	0
----------	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

**WORK FORCE REPORT – Page 3**

NAME OF FIRM: Allstate Services, LLC

DATE: 12/27/23

OFFICE(S) or BRANCH(ES): San Diego

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	0	0	0	0	0	0	0	0	0	0	0	0	0	0
--------------------	---	---	---	---	---	---	---	---	---	---	---	---	---	---

**Grand Total All Employees** 0

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

Disabled	0	0	0	0	0	0	0	0	0	0	0	0	0	0
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## 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.

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## 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**



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
WASHINGTON, DC 20410-3000

OFFICE OF HEALTHY HOMES  
AND LEAD HAZARD CONTROL

Policy Guidance Number: 2013-01		DATE: April 22, 2013
SUBJECT:	Conducting Lead-Based Paint Inspections and Risk Assessments for Lead-Based Paint and Lead-Based Paint Hazards	
STATUS:	Current	
APPLICABILITY:	All grant programs of the Office of Healthy Homes and Lead Hazard Control	
RELATED GUIDANCE:	HUD <i>Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing</i>	
COMMENTS:	It is critical that grantees understand the lead evaluation requirements for OHHLHC grant programs in order to avoid issues that have been identified during grant monitoring visits and file audits.	

This policy guidance is being issued to define reporting requirements for lead-based paint inspections and risk assessments for lead-based paint hazards conducted for all grant programs of the Office of Healthy Homes and Lead Hazard Control (OHHLHC) that perform such activities.

***The OHHLHC may require more restrictive evaluation and documentation requirements for any grantee that has not demonstrated full compliance with the requirements outlined below.***

All OHHLHC grantees that conduct lead-based paint hazard control activities are required to conduct lead-based paint inspections (LI) and lead-based paint risk assessments (RA) in accordance with regulations and guidance of the Environmental Protection Agency (EPA)<sup>1</sup> or EPA-authorized states or tribes,<sup>2</sup> and the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing (“HUD Guidelines,” revised in 2012).<sup>3</sup>

<sup>1</sup> EPA’s lead laws and regulations are at [www.epa.gov/lead/laws-regs/policy.html](http://www.epa.gov/lead/laws-regs/policy.html); EPA’s answers to frequently asked questions on lead are at <http://toxics.supportportal.com/link/portal/23002/23019/ArticleFolder/614/Lead>.

<sup>2</sup> For the Abatement Rule, authorized states and tribes are listed at [www.epa.gov/lead/abatement.html](http://www.epa.gov/lead/abatement.html); for the Renovation, Repair and Painting Rule, [www.epa.gov/lead/rrp/lscp-renovation-firm.html](http://www.epa.gov/lead/rrp/lscp-renovation-firm.html).

<sup>3</sup> [http://portal.hud.gov/portal/HUD?src=/program\\_offices/healthy\\_homes/lbp/hudguidelines](http://portal.hud.gov/portal/HUD?src=/program_offices/healthy_homes/lbp/hudguidelines).

Accordingly, and because OHHLHC funds are provided to control residential lead-based paint hazards rather than to rehabilitate housing, recipients of OHHLHC grant funds conducting lead evaluation activities must comply with the following requirements:

- 1) The Grantee must determine the lead-based paint classification of all surfaces by properly categorizing and testing each “testing combination” in each room equivalent in accordance with Chapter 7 of the HUD Guidelines. A testing combination is a unique combination of room equivalent, building component type, and substrate.<sup>4</sup>
  - a. All lead-based paint inspections and risk assessment reports must be conducted and documented in accordance with Chapter 5 and 7 of the HUD Guidelines.<sup>5</sup>
  - b. All lead-based paint inspections, risk assessments and hazard control work must be completed by firms certified for, and persons trained and certified for, the specific work conducted.
  - c. Consistent with the Guidelines, every room equivalent must be identified in the property sketch and every building component must be represented in the sampling scheme (identified in the XRF test result report) used to test a property.<sup>6</sup>
  - d. You must conduct a complete and full lead-paint inspection and risk assessment for each unit assisted with lead grant funds. Partial or limited lead-based paint inspections and risk assessments are not acceptable for OHHLHC grant programs and will not be reimbursed by HUD.
  - e. Composite sampling for the risk assessment and clearance of lead hazards is not authorized under OHHLHC grant programs.
- 2) The OHHLHC recognizes that windows are costly and therefore require clear justification when being replaced.
  - a. Testing of only a single window (or even a few windows) as representing a testing combination for the entire property (interior and exterior) is not allowable, even if all the windows are of identical construction and painting history. (This practice does not comply with the HUD Guidelines’ instructions in Chapter 7 for performing inspections.)
  - b. If the LI/RA requires that more than five (5) windows be replaced in a property with the cost charged to OHHLHC grant funds, you must document each window being replaced with either a) XRF readings from each window or b) a photo of each window, and must include these in the risk assessment report.

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<sup>4</sup> See the HUD *Guidelines*, Chapter 7, Lead-Based Paint Inspection, especially sections III.f, IV.A, and V.C.

<sup>5</sup> For risk assessments, see, especially, Chapter 5, section VI.E, and Appendix 8.1, for all housing; for inspections, Chapter 7, sections IV.I.3 for single family housing, and V.E for multifamily housing. Also, see the attached testing template for required reporting criteria.

<sup>6</sup> See the HUD *Guidelines*, Chapter 5, Risk Assessment and Reevaluation, especially sections I - V, and Chapter 7, Lead-Based Paint Inspection, especially section I.A, for single family housing, sections IV.A – C, and, for multifamily housing, sections V.A – D.

- c. Failure to clearly and accurately document the need to replace windows under this policy guidance will result in the disallowance of associated expenses.
  - d. Windows replaced with lead grant funds must contain lead-based paint hazards not merely lead-based paint. You may not expend grant funds to address intact lead-based paint. This distinction is critical and must be clearly outlined in the LI/RA.
  - e. As always, if the window replacement is to be conducted using funds other than OHHLHC grant funds, the documentation requirements for justification of the use of the other funding source (e.g., Community Development Block Grant or weatherization funds) must be met.
- 3) Allowable lead-based paint hazard control costs include addressing lead-based paint hazards only. Lead-based paint is any paint, varnish, shellac, or other coating that contains lead equal to or greater than 1.0 mg/cm<sup>2</sup> as measured by X-ray fluorescence (XRF), or 0.5 percent by weight (5000 µg/g, 5000 ppm, or 5000 mg/kg) as measured by laboratory analysis<sup>7</sup> (although state or local definitions are to be used if they are more stringent). Therefore, lead present in items other than coatings, such as unpainted ceramic tile and porcelain bathtubs, is not lead-based paint; therefore, removing or treating such items is outside the scope of the authorizing statute for the lead hazard control grants program,<sup>8</sup> and is not eligible for reimbursement to the OHHLHC grant as a lead hazard control activity.
  - 4) Specifications (scopes of work) for lead hazard control must be established directly from the inspection and risk assessment (reports), and must address all identified lead-based paint hazards in the property.<sup>9</sup> In addition, only those lead-based paint hazards identified and clearly documented in the LI/RA report are eligible for reimbursement.
  - 5) You may combine rehabilitation work with lead hazard control under an OHHLHC grant, but the two activities **MUST** be clearly separated in the scope of work and the subsequent bid.
  - 6) LHC grants may cover “minimal rehabilitation” activities when those activities are specifically required to perform effective hazard control, and without which the hazard control could not be completed, maintained, and sustained.<sup>10</sup> Minimal rehabilitation activities **MUST** be identified and documented in the LI/RA.

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<sup>7</sup> Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§ 4851-4856), known as "Title X," section 1004(14) (§ 4851b(14), which cites § 4822(c)).

<sup>8</sup> Title X, especially, its section 1011, Grants for lead-based paint hazard reduction in target housing (42 U.S.C. § 4852), subsection (a), General authority, and subsection (e), Eligible activities, particularly that subsection's paragraphs (2) and (3) authorizing interim control and abatement of lead-based paint hazards in housing.

<sup>9</sup> OHHLHC Policy Guidance 2002-03, Elimination or Control of all Identified Lead-Based Paint Hazards; [http://portal.hud.gov/hudportal/documents/huddoc?id=DOC\\_38169.pdf](http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_38169.pdf).

<sup>10</sup> OHHLHC Policy Guidance 2008-02; Undertaking minimal rehabilitation using OHHLHC grant funds; [http://portal.hud.gov/hudportal/documents/huddoc?id=DOC\\_38179.pdf](http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_38179.pdf).

- 7) Bids must be based on the scope of work and be awarded competitively according to federal and applicable state/tribal/local procurement requirements.<sup>11</sup>
- 8) Risk assessments used (along with lead-based paint inspections) as part of scoping the work are valid for no more than 12 months from the date completed.<sup>12,13</sup> However, the OHHLHC strongly recommends that risk assessments be conducted within six months before the hazard control work because the results are more current and more accurate; this timing also fits with the six-month blood lead level testing period preceding the lead hazard control work, as recommended in the grant programs' NOFA.
- 9) Properties whose lead-based paint evaluation report documents (inspection/risk assessment) do not contain the required information per the HUD Guidelines and this policy guidance will not be eligible for reimbursement of evaluation or control activities by OHHLHC grant funds.

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<sup>11</sup> See, for non-governmental grantees, 24 CFR 84.40 – 84.48, Procurement Standards, especially section 84.43, Competition; and, for governmental grantees, 24 CFR 85.36, Procurement, especially paragraph (c), Competition.

<sup>12</sup> HUD Guidelines, Chapter 5, Risk Assessment and Reevaluation, section I.A.1, Risk Assessment, p. 5-11. See, also LSHR § 35.165, Prior evaluation or hazard reduction, subsection (b), Risk assessment. (Note that “no more than 12 months” means that the completed report must have been signed by the risk assessor no more than 365 calendar days before the hazard control work is conducted (366 days if a leap day is included), because a risk assessment includes “provision of a report”(Title X; 42 U.S.C. § 4851b(25)(e)).)

<sup>13</sup> An inspection conducted before the risk assessment may be used if it was in done accordance with the LSHR § 35.165, Prior evaluation or hazard reduction, subsection (a), Lead-based paint inspections; such an inspection does not expire. In deciding whether to use a significantly older lead-based paint inspection, the grantee should note that some of the lead-based paint may have been removed since such an inspection, so using it may result in overstating the scope of lead hazard control work. The grantee must obtain approval from the GTR before using an inspection older than 12 months before hazard control work is conducted, including a justification for why the scope of work will not be overstated by its use.



**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**  
WASHINGTON, DC 20410-3000

OFFICE OF LEAD HAZARD CONTROL  
AND HEALTHY HOMES

<b>POLICY GUIDANCE NUMBER:</b> 2013-04	<b>DATE:</b> October 1, 2013
<b>SUBJECT:</b>	Lead Hazard Evaluation and Control of Lead Dust Hazards in Carpeting
<b>STATUS:</b>	Current
<b>APPLICABILITY:</b>	Lead-based Paint Hazard Control (LHC), Lead Hazard Reduction Demonstration (LHRD), and Healthy Homes Production grantees
<b>RELATED GUIDANCES:</b>	
<b>COMMENTS:</b>	

This guidance is being issued to assist grantees in determining the appropriate steps to take when addressing lead dust hazards in carpeting and other similar surfaces, and the documentation requirements for such activities when seeking reimbursement with OHHLHC grant funds. Grantees of the Lead-based Paint Hazard Control (LHC) and Lead Hazard Reduction Demonstration (LHRD) grant programs are required to address all lead-based paint hazards identified by lead inspection and risk assessment. In some instances, such as carpeting, steps that may be taken to control lead dust hazards are wide-ranging in terms of expense and scope. Healthy Homes Production grantees are encouraged to address the most severe and immediate hazards identified, which is often lead-based paint hazards.

The identification of lead-based paint hazards (including lead dust hazards) is only possible following a complete lead inspection **and** risk assessment (LI-RA). The *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing* outline the process for collecting dust and soil samples, and are required as part of every LI-RA completed for OHHLHC grants.

Costs for treatment options vary considerably from one locale to the next and are subject to market conditions, making it difficult to provide estimates. However, the risk assessor should, at a minimum, indicate the order in which acceptable hazard control options for a given hazard fall in terms of relative initial cost. In addition to cost, the risk assessor should identify the feasibility of particular treatments, taking into account whether they are unlikely to be effective or are suitable to eliminate the hazards. In all circumstances, the responsibility rests with the grant program when determining the appropriate treatment plan. However, because federal funds are being used, you must clearly document the rationale behind your decisions and supporting scope of work that is procured for each unit.

In order to document that carpet removal is required to remediate lead dust hazards, the following procedure must be followed and contained in the file for that unit:

- Grant funds may not be used to replace worn carpeting for that reason alone.

- The carpet under consideration must be documented as a lead dust hazard by means of a dust wipe sample collected by the risk assessor following HUD Guidelines for each room that the carpet is to be removed and/or replaced. The number of dust samples required to meet this requirement may exceed the minimum dust sample number and/or may not be a child occupied/play area room of the unit.
- Removal and/or replacement of the carpet, if required to control lead hazards, must be identified in the risk assessment report as a recommended treatment.
- Removal of the carpet may be considered after cleaning the carpet according to the *Guidelines* has failed to control the dust hazards or would not be feasible due to the condition of the carpeting. Carpet removal must be identified as a contingency in the scope of work should cleaning following the methods outlined in the *Guidelines* not achieve dust clearance and cost estimates must be clearly enumerated.
- When required to replace carpeting, you must choose the most cost-effective product/material and only replace the least area necessary to ensure lead hazards are not present. Documentation is required for all action taken, such as photos, along with cost comparison estimates of the various treatment options. At a minimum, the risk assessment must clearly indicate the condition of the carpeting and recommended treatment options.
- For area rugs, or those carpet-like surfaces that are not permanently affixed to the floor, you may only **remove** the rugs but you may **not replace** them with new rugs.
- Existing carpeting may not be replaced with new carpeting except to eliminate the hazards and only in instances when the subfloor is not suitable as a finished floor surface or the condition of the subfloor would be more costly to make lead safe than replacing the existing carpet with new carpet.

We must at all times be concerned with controlling unnecessary costs associated with lead hazard reduction, because lead funds are limited. Choosing to expend funds on one unit may prevent lead hazard control in a home where a lead poisoned child is in urgent need of safe housing. Should you have further comments or questions on this policy guidance, please contact your GTR for assistance.

SDRLAP  
Workplan Benchmarks

Inspection / Project Design / Project Monitoring				Year 1												Year 2															
Inspection Services	Start	End	5 Yr Plan	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12				
Inspected Units (5% Less than enrollments)	7/31/2024	12/18/31	373	1	2	3	4	5	6	7	6.9	6.9	6.9	6.9	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			222	1	1	2	2	3	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4					
YTD Unit Totals				1	3	6	10	15	21	28	34.9	41.8	48.7	55.6	62.5	69.4	76.3	83.2	90.1	97	104	111	118	125	132	138	145				
Estimated YTD Project Totals																															
Project Design	Start	End	5 Yr Plan	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12				
95% of Units with Lead Hazards	8/31/2024	01/17/32	348	1.0	1.9	2.9	3.8	4.8	5.7	6.7	6.6	6.6	6.6	6.6	6.6	6.6	6.6	6.6	6.6	6.6	6.6	6.6	6.6	6.6	6.6	7	7	7			
YTD Unit Totals				1	3	6	10	15	21	28	34.9	41.8	48.7	55.6	62.5	69.4	76.3	83.2	90.1	97	104	111	118	125	132	138					
Estimated YTD Project Totals																															
Permits - Historic Review - Owners Consent	Start	End	5 Yr Plan	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12				
	10/30/2024	03/19/32	335							1	2	3	4	5	6	7	7	7	7	7	7	7	7	7	7	7	7				
YTD Unit Totals										1	3	6	10	15	21	28	35	42	49	56	63	69	76	83	90	97	104	111	118	125	
Estimated YTD Project Totals																															
Job Walk	Start	End	5 Yr Plan	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12				
	11/30/2024	04/18/32	328								0.95	1.9	2.85	3.8	4.75	5.7	6.65	6.56	6.56	6.56	6.56	6.56	6.56	6.56	6.56	6.56	6.56	6.56	6.56	6.56	
YTD Unit Totals											1	3	6	10	15	21	28	34.9	41.8	48.7	55.6	62.5	69.4	76.3	83.2	90.1	97	104	111	118	125
Estimated YTD Project Totals																															
Relocation	Start	End	5 Yr Plan	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12				
1/2 of units	12/30/2024	05/18/32									0.48	0.95	1.43	1.9	2.38	2.85	3.33	3.28	3.28	3.28	3.28	3.28	3.28	3.28	3.28	3.28	3.28	3.28	3.28	3.28	
YTD Unit Totals											0.5	1.5	3	5	7.5	10.5	14	17.5	20.9	24.4	27.8	31.3	34.7	38.2	41.6	45.1	48.5	52	55.4		
YTD Est Property Totals																															
Abatement Services	Start	End	5 Yr Plan	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12				
Abated Units: 98% of Project Design	1/29/2025	06/18/32	309										0.93	1.86	2.79	3.7	4.7	5.6	6.5	6.4	6.4	6.4	6.4	6.4	6.4	6.4	6.4	6.4	6.4	6.4	
YTD Unit Totals													1	3	6	10	15	21	28	34.9	41.8	48.7	55.6	62.5	69.4	76.3	83.2	90.1	97	104	
Estimated YTD Project Totals																															



SDRLAP  
Workplan Benchmarks

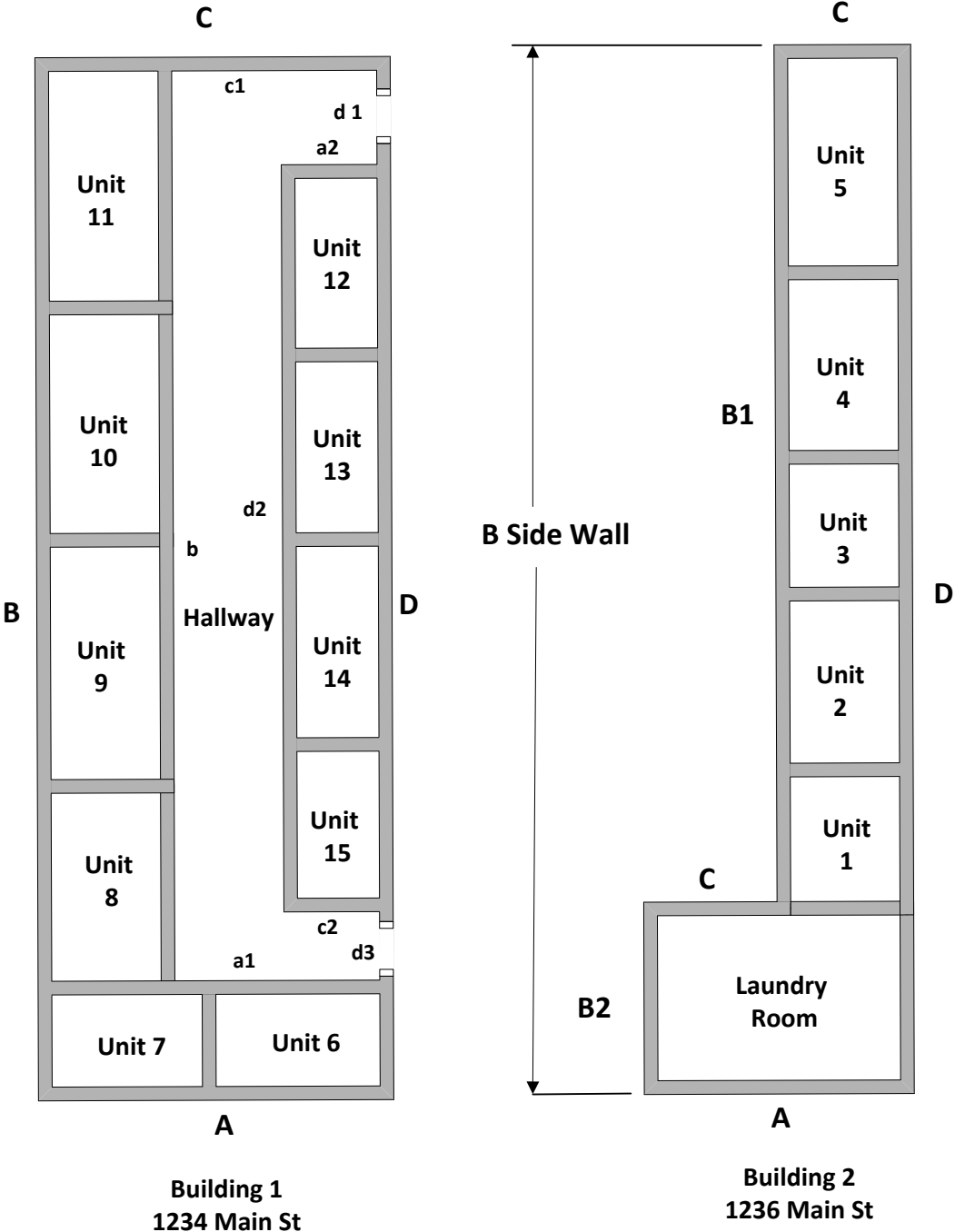
Inspection / Project Design / Project Monitoring				Year 3												Year 4											
Inspection Services	Start	End	5 Yr Plan	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12
Inspected Units (5% Less than enrollments)	7/31/2024	12/18/31	373	6.9	6.9	6.9	6.9	6.9	6.9	6.9	6.9	6.9	6.9	6.9	6.9	6.9	6.9	6.9	6.9	6.9	6.9	6.9	6.9	6.9	6.9	6.9	
Estimated Property Inspections			222	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	
YTD Unit Totals				152	159	166	173	180	187	194	201	207	214	221	228	235	242	249	256	263	270	276	283	290	297	304	311
Estimated YTD Project Totals																											
Project Design	Start	End	5 Yr Plan	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3
95% of Units with Lead Hazards	8/31/2024	01/17/32	348	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7
YTD Unit Totals				145	152	159	166	173	180	187	194	201	207	214	221	228	235	242	249	256	263	270	276	283	290	297	304
Estimated YTD Project Totals																											
Permits - Historic Review - Owners Consent	Start	End	5 Yr Plan	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3
	10/30/2024	03/19/32	335	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7
YTD Unit Totals				132	138	145	152	159	166	173	180	187	194	201	207	214	221	228	235	242	249	256	263	270	276	283	290
Estimated YTD Project Totals																											
Job Walk	Start	End	5 Yr Plan	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3
	11/30/2024	04/18/32	328	6.56	6.56	6.56	6.56	6.56	6.56	6.56	6.56	6.56	6.56	6.56	6.56	6.56	6.56	6.56	6.56	6.56	6.56	6.56	6.56	6.56	6.56	6.56	6.56
YTD Unit Totals				125	132	138	145	152	159	166	173	180	187	194	201	207	214	221	228	235	242	249	256	263	270	276	283
Estimated YTD Project Totals																											
Relocation	Start	End	5 Yr Plan	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3
1/2 of units	12/30/2024	05/18/32		3.28	3.28	3.28	3.28	3.28	3.28	3.28	3.28	3.28	3.28	3.28	3.28	3.28	3.28	3.28	3.28	3.28	3.28	3.28	3.28	3.28	3.28	3.28	3.28
YTD Unit Totals				58.9	62.3	65.8	69.2	72.7	76.1	79.6	83	86.5	89.9	93.4	96.8	100	104	107	111	114	118	121	124	128	131	135	138
YTD Est Property Totals																											
Abatement Services	Start	End	5 Yr Plan	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3
Abated Units: 98% of Project Design	1/29/2025	06/18/32	309	6.4	6.4	6.4	6.4	6.4	6.4	6.4	6.4	6.4	6.4	6.4	6.4	6.4	6.4	6.4	6.4	6.4	6.4	6.4	6.4	6.4	6.4	6.4	6.4
YTD Unit Totals				111	118	125	132	138	145	152	159	166	173	180	187	194	201	207	214	221	228	235	242	249	256	263	270
Estimated YTD Project Totals																											

SDRLAP  
Workplan Benchmarks

Inspection / Project Design / Project Monitoring				Year 5											
	Start	End	5 Yr Plan	1	2	3	4	5	6	7	8	9	10	11	12
<b>Inspection Services</b>															
Inspected Units (5% Less than enrollments)	7/31/2024	12/18/31	373	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			222	4	4	4	4	4	4	4	4	4	4	4	4
YTD Unit Totals				318	325	332	339	345	352	359	366	373	380	387	394
Estimated YTD Project Totals															
<b>Project Design</b>															
95% of Units with Lead Hazards	8/31/2024	01/17/32	348	7	7	7	7	7	7	7	7	7	7	7	7
YTD Unit Totals				311	318	325	332	339	345	352	359	366	373	380	387
Estimated YTD Project Totals															
<b>Permits - Historic Review - Owners Consent</b>															
	10/30/2024	03/19/32	335	7	7	7	7	7	7	7	7	7	7	7	7
YTD Unit Totals				297	304	311	318	325	332	339	345	352	359	366	373
Estimated YTD Project Totals															
<b>Job Walk</b>															
	11/30/2024	04/18/32	328	6.56	6.56	6.56	6.56	6.56	6.56	6.56	6.56	6.56	6.56	6.56	6.56
YTD Unit Totals				290	297	304	311	318	325	332	339	345	352	359	366
Estimated YTD Project Totals															
<b>Relocation</b>															
1/2 of units	12/30/2024	05/18/32		3.28	3.28	3.28	3.28	3.28	3.28	3.28	3.28	3.28	3.28	3.28	3.28
YTD Unit Totals				142	145	149	152	155	159	162	166	169	173	176	180
YTD Est Property Totals															
<b>Abatement Services</b>															
Abated Units: 98% of Project Design	1/29/2025	06/18/32	309	6.4	6.4	6.4	6.4	6.4	6.4	6.4	6.4	6.4	6.4	6.4	6.4
YTD Unit Totals				276	283	290	297	304	311	318	325	332	339	345	352
Estimated YTD Project Totals															

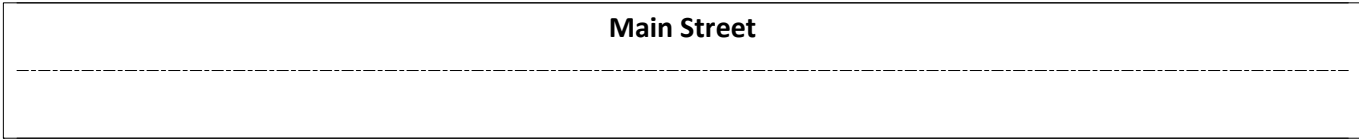
Sample Foundation Diagram

1234 -1236 Main Street



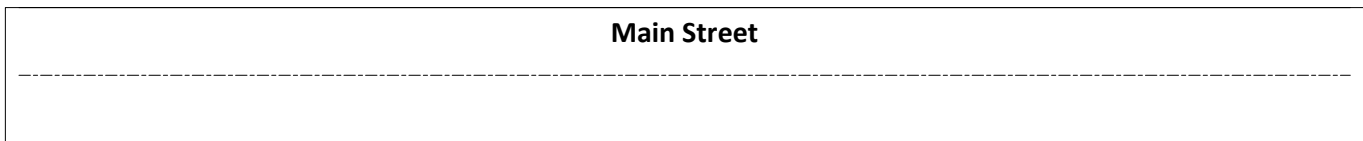
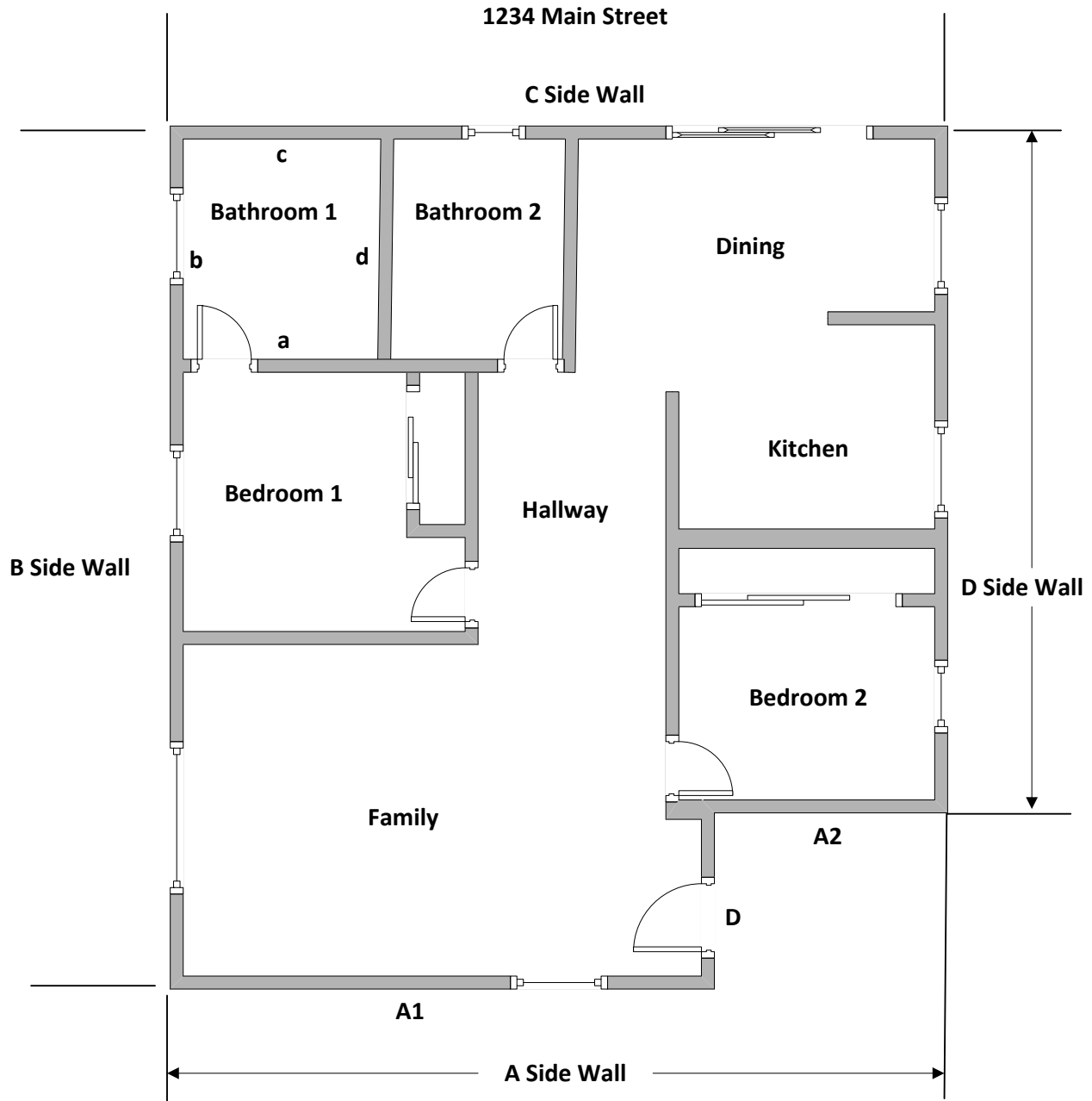
Building 1  
1234 Main St

Building 2  
1236 Main St



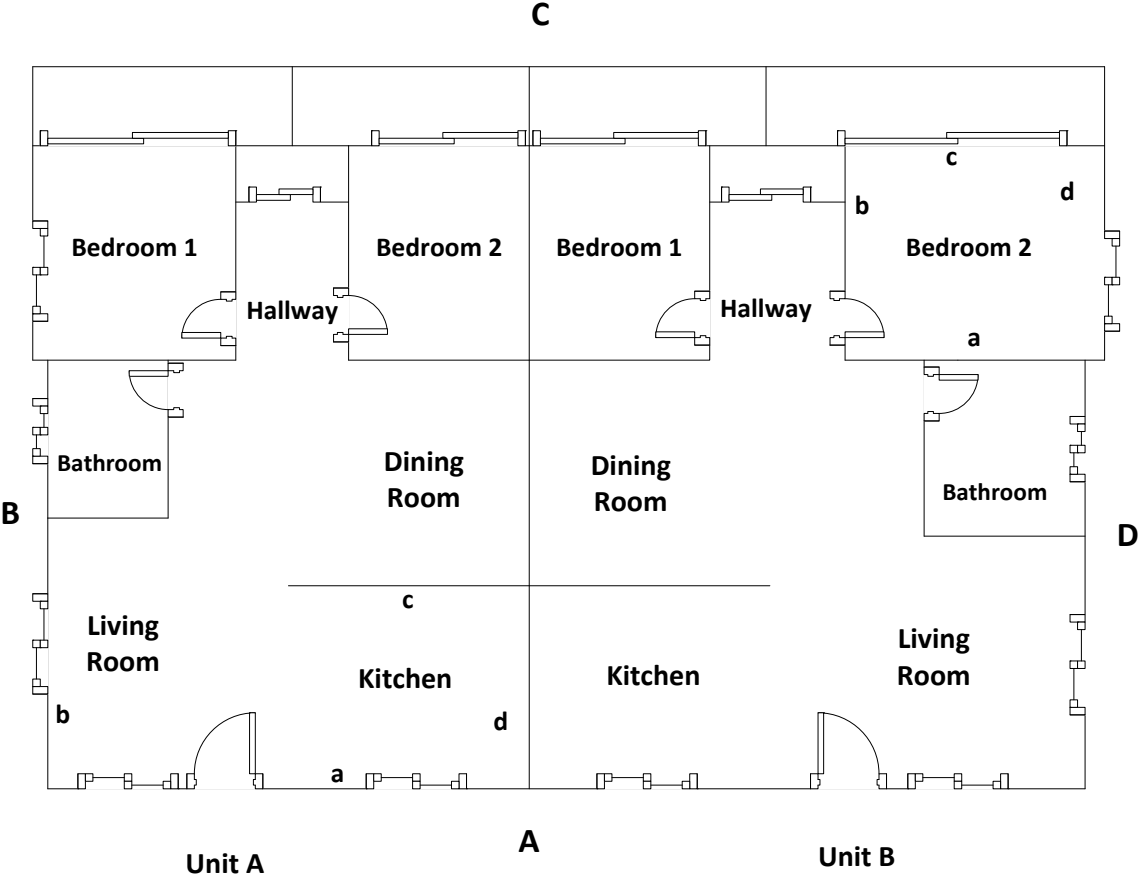
Main Street

Sample Single Family Floor Plan



Sample Multi-Family Floor Plan

1234 Main Street



Main Street

# Abatement Plan

Project Address \_\_\_\_\_

Page 1 of 3

Unit: \_\_\_\_\_

## I. Scope of Work

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## II. Occupant Protection

### A. Pre-Cleaning

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

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

### B. Worksite Preparation

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

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

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

# Abatement Plan

Project Address \_\_\_\_\_

Page 2 of 3

Unit: \_\_\_\_\_(continued).

## C. Temporary Relocation

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

Resident relocation will not be conducted. Residents will have safe access to bathrooms, sleeping areas, and kitchen facilities (or alternative eating arrangements) during non-work hours<sup>1</sup> and the following (check all that apply).

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

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

## III. Waste

Location: \_\_\_\_\_

Access by unauthorized individuals will be achieved by:

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

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

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

Other (describe): \_\_\_\_\_

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<sup>1</sup> HUD guidelines, 2012 version, Chapter 8, Section IV.A.

# Abatement Plan

Project Address \_\_\_\_\_

Page 3 of 3

## Signature Page

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

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

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

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Company

\_\_\_\_\_  
CDPH Supervisor Certification #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date





STATE OF CALIFORNIA  
DEPARTMENT OF PUBLIC HEALTH



## LEAD-RELATED CONSTRUCTION CERTIFICATE

**INDIVIDUAL:**



**Stacey Milano**

**CERTIFICATE TYPE:**

Lead Project Monitor  
Lead Project Designer  
Lead Inspector/Assessor  
Lead Supervisor

**NUMBER:**

LRC-00000085  
LRC-00000084  
LRC-00000083  
LRC-00000082

**EXPIRATION DATE:**

5/3/2024  
5/3/2024  
5/3/2024  
5/3/2024

Disclaimer: This document alone should not be relied upon to confirm certification status. Compare the individual's photo and name to another valid form of government issued photo identification. Verify the individual's certification status by searching for Lead-Related Construction Professionals at [www.cdph.ca.gov/programs/clppb](http://www.cdph.ca.gov/programs/clppb) or calling (800) 597-LEAD

# Certificate of Training and Successful Course Completion

## Renovator – Initial Course (English)

This training course meets the requirements of 40 CFR Part 745.225

Awarded to:

**Stacey Milano**

**29253 Southernness, Lake Elsinore, CA 92530**



Course Date: **October 14, 2023**

Examination Date: **October 14, 2023**

Expiration Date: **October 14, 2028**

Certificate Number: **R-I-08846-23-05177**

*Stacy Trevas*

Training Manager

10/14/2023

Date Issued

**Allstate Services, LLC**  
**4025 Camino Del Rio South, Suite 300, San Diego, CA 92108**  
**(619) 542-7717**



STATE OF CALIFORNIA  
DEPARTMENT OF PUBLIC HEALTH



# LEAD-RELATED CONSTRUCTION CERTIFICATE

**INDIVIDUAL:**



**Steven Travers**

**CERTIFICATE TYPE:**

- Lead Inspector/Assessor
- Lead Project Designer
- Lead Project Monitor
- Lead Supervisor

**NUMBER:**

- LRC-00000961
- LRC-00000962
- LRC-00000963
- LRC-00000960

**EXPIRATION DATE:**

- 8/6/2024
- 8/6/2024
- 8/6/2024
- 8/6/2024

Disclaimer: This document alone should not be relied upon to confirm certification status. Compare the individual's photo and name to another valid form of government issued photo identification. Verify the individual's certification status by searching for Lead-Related Construction Professionals at [www.cdph.ca.gov/programs/clppb](http://www.cdph.ca.gov/programs/clppb) or calling (800) 597-LEAD

# Certificate of Training and Successful Course Completion

## Renovator – Initial Course (English)

This training course meets the requirements of 40 CFR Part 745.225

Awarded to:

**Steven Travers**

**30048 12th St, Nuevo, CA 92567**



Course Date: **October 23, 2023**

Examination Date: **October 23, 2023**

Expiration Date: **October 23, 2028**

Certificate Number: **R-I-08846-23-05186**

*Steven Travers*

Training Manager

10/23/2023

Date Issued

**Allstate Services, LLC**  
**4025 Camino Del Rio South, Suite 300, San Diego, CA 92108**  
**(619) 542-7717**



STATE OF CALIFORNIA  
DEPARTMENT OF PUBLIC HEALTH



# LEAD-RELATED CONSTRUCTION CERTIFICATE

**INDIVIDUAL:**



**James Begin**

**CERTIFICATE TYPE:**

Lead Project Monitor

Lead Inspector/Assessor

Lead Supervisor

**NUMBER:**

LRC-00002021

LRC-00002020

LRC-00002019

**EXPIRATION DATE:**

12/10/2024

12/10/2024

12/10/2024

**Disclaimer:** This document alone should not be relied upon to confirm certification status. Compare the individual's photo and name to another valid form of government issued photo identification. Verify the individual's certification status by searching for Lead-Related Construction Professionals at [www.cdph.ca.gov/programs/clpph](http://www.cdph.ca.gov/programs/clpph) or calling (800) 597-LEAD

# Certificate of Training and Successful Course Completion

## Renovator – Initial Course (English)

This training course meets the requirements of 40 CFR Part 745.225

Awarded to:

**James Begin**

**3555 Rosecrans St, San Diego, CA 92110**



Course Date: **October 23, 2023**

Examination Date: **October 23, 2023**

Expiration Date: **October 23, 2028**

Certificate Number: **R-I-08846-23-05187**

*Steven Treman*

Training Manager

10/23/2023

Date Issued

**Allstate Services, LLC**

**4025 Camino Del Rio South, Suite 300, San Diego, CA 92108**

**(619) 542-7717**



STATE OF CALIFORNIA  
DEPARTMENT OF PUBLIC HEALTH



# LEAD-RELATED CONSTRUCTION CERTIFICATE

INDIVIDUAL:	CERTIFICATE TYPE:	NUMBER:	EXPIRATION DATE:
 <b>John Castorini</b>	Lead Inspector/Assessor	LRC-00005285	3/14/2024
	Lead Project Monitor	LRC-00005284	3/14/2024

Disclaimer: This document alone should not be relied upon to confirm certification status. Compare the individual's photo and name to another valid form of government issued photo identification. Verify the individual's certification status by searching for Lead-Related Construction Professionals at [www.cdph.ca.gov/programs/clppb](http://www.cdph.ca.gov/programs/clppb) or calling (800) 597-LEAD

# Certificate of Training and Successful Course Completion

## Renovator – Initial Course (English)

This training course meets the requirements of 40 CFR Part 745.225

Awarded to:

**John Castorini**

5214 Palmyra Avenue, San Diego, CA 92117



Course Date: [October 23, 2023](#)

Examination Date: [October 23, 2023](#)

Expiration Date: [October 23, 2028](#)

Certificate Number: [R-I-08846-23-05189](#)

*Steven Treman*

Training Manager

10/23/2023

Date Issued

**Allstate Services, LLC**  
4025 Camino Del Rio South, Suite 300, San Diego, CA 92108  
(619) 542-7717





STATE OF CALIFORNIA  
DEPARTMENT OF PUBLIC HEALTH



# LEAD-RELATED CONSTRUCTION CERTIFICATE

**INDIVIDUAL:**



**Joseph Phelps**

**CERTIFICATE TYPE:**

Lead Sampling Technician

**NUMBER:**

LRC-00004941

**EXPIRATION DATE:**

4/12/2024

Disclaimer: This document alone should not be relied upon to confirm certification status. Compare the individual's photo and name to another valid form of government issued photo identification. Verify the individual's certification status by searching for Lead-Related Construction Professionals at [www.cdph.ca.gov/programs/clppb](http://www.cdph.ca.gov/programs/clppb) or calling (800) 597-LEAD

# Certificate of Training and Successful Course Completion

## Renovator – Initial Course (English)

This training course meets the requirements of 40 CFR Part 745.225

Awarded to:

**Joseph Phelps**

**29253 Southernness, Lake Elsinore, CA 92530**



Course Date: **October 23, 2023**

Examination Date: **October 23, 2023**

Expiration Date: **October 23, 2028**

Certificate Number: **R-I-08846-23-05188**

*Steven Treman*

Training Manager

10/23/2023

Date Issued

**Allstate Services, LLC**  
**4025 Camino Del Rio South, Suite 300, San Diego, CA 92108**  
**(619) 542-7717**



STATE OF CALIFORNIA  
DEPARTMENT OF PUBLIC HEALTH



# LEAD-RELATED CONSTRUCTION CERTIFICATE

**INDIVIDUAL:**



**Nicholas Milano**

**CERTIFICATE TYPE:**

Lead Sampling Technician

**NUMBER:**

LRC-00004942

**EXPIRATION DATE:**

4/10/2024

Disclaimer: This document alone should not be relied upon to confirm certification status. Compare the individual's photo and name to another valid form of government issued photo identification. Verify the individual's certification status by searching for Lead-Related Construction Professionals at [www.cdph.ca.gov/programs/clppb](http://www.cdph.ca.gov/programs/clppb) or calling (800) 597-LEAD

# Certificate of Training and Successful Course Completion

## Renovator – Initial Course (English)

This training course meets the requirements of 40 CFR Part 745.225

Awarded to:

**Nicholas Milano**

**1770 E. D Street, Ontario, CA 91764**



Course Date: **October 23, 2023**

Examination Date: **October 23, 2023**

Expiration Date: **October 23, 2028**

Certificate Number: **R-I-08846-23-05185**

*Steven Trevino*

Training Manager

10/23/2023

Date Issued

**Allstate Services, LLC**  
**4025 Camino Del Rio South, Suite 300, San Diego, CA 92108**  
**(619) 542-7717**