

# **EXECUTIVE SUMMARY**

MEETING DATE: September 13, 2024 HCR24-073

SUBJECT: Award of Contract for Physical Needs Assessment Services

COUNCIL DISTRICT: Citywide

ORIGINATING DEPARTMENT: Real Estate

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

#### REQUESTED ACTION:

Approve the award of a contract to Partner Engineering and Science, Inc. in an amount not to exceed \$336,600 for services related to a Physical Needs Assessment for the San Diego Housing Commission's real estate portfolio.

#### EXECUTIVE SUMMARY OF KEY FACTORS:

- Formal capital needs assessments are an important industry-wide accepted tool for effective management of multiple areas of real estate operations, in addition to managing short and long-term capital needs.
- The most recent Physical Needs Assessment (PNA) performed on the Housing Commission's real estate portfolio occurred in Fiscal Year 2019. Before that, the Housing Commission performed a PNA of its real estate portfolio in Fiscal Year 2014.
- The Housing Commission portfolio includes eight public housing sites totaling 189 units and 142 affordable housing sites consisting of 2,211 units, for a combined total of 150 properties with 2,400 units. Units range in size from single-room occupancy (SRO) to multibedroom single-family homes and are located across all Council districts of the City of San Diego.
- The average age of the properties in the Housing Commission's real estate portfolio is 45 years old. The portfolio consists of a mix of small (one to 18 units), medium (20 to 80 units) and large (81 or more units) properties. These properties have existing needs that involve costs of repairs and replacement beyond ordinary maintenance. The PNA will enable the Housing Commission to accurately identify and address the most urgent needs first amid ongoing funding limitations.
- The Housing Commission plans to perform a PNA across 150 properties totaling 2,400 units. The PNA will not include the Housing Commission's two most recent acquisitions—Pacific Village and Presidio Palms. The Pacific Village and Presidio Palms properties underwent physical needs assessments as part of the acquisition due diligence process, and they are in the process of being rehabilitated.
- The PNA of the Housing Commission's real estate portfolio will assess the current physical conditions of each property, identify the capital needs, and project the replacement reserve needs over a 20-year period.
- The resulting work product will allow for a thorough assessment of the financial performance and budget development of each property.
- On July 2, 2024, the Housing Commission issued a Request for Proposals (RFP) for this service. The Housing Commission received four proposal responses.
- The evaluation panel evaluated, scored and ranked the proposals based on: Company Experience and Qualifications; Company Technical Capabilities; Project Proposed Approach; Cost Proposal; and Company Equity and Inclusion commitments. Partner Engineering and Science, Inc. was rated and ranked as the most qualified and responsive respondent to the RFP.
- The proposed funding sources and uses approved by this action were included in the Housing Authority-approved Fiscal Year 2025 Housing Commission Budget.



# **REPORT**

**DATE ISSUED:** September 5, 2024 **REPORT NO**: HCR24-073

**ATTENTION:** Chair and Members of the San Diego Housing Commission Board of Commissioners

For the Agenda of September 13, 2024

**SUBJECT:** Award of Contract for Physical Needs Assessment Services

**COUNCIL DISTRICT:** Citywide

#### **REQUESTED ACTION**

Approve the award of a contract to Partner Engineering and Science, Inc. in an amount not to exceed \$336,600 for services related to a Physical Needs Assessment for the San Diego Housing Commission's real estate portfolio.

# **STAFF RECOMMENDATION**

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

- 1) Approve an award of a one-year contract for the term from September 16, 2024, through September 15, 2025, to Partner Engineering and Science, Inc. in an amount not to exceed \$336,600 to provide Physical Needs Assessment services for the Housing Commission's real estate portfolio.
- 2) Authorize the President and Chief Executive Officer (President and CEO), or designee, to substitute funding sources and/or increase compensation by not more than 10 percent of the total contract amount, if necessary for services not anticipated in the original contract scope of service, without further action by the Housing Commission Board or Housing Authority of the City of San Diego, but only if and to the extent that funds are determined to be available for such purposes.
- 3) Authorize the President and CEO, or designee, to execute all documents and instruments that are necessary and/or appropriate to implement these approvals, in a form approved by General Counsel, and to take such actions as are necessary and/or appropriate to implement these approvals, provided that a copy of the documents, signed as to form by General Counsel, is submitted to each Housing Commissioner.

#### **SUMMARY**

Asset Management best practices require periodic and robust analysis of the portfolio of rental properties owned and managed by the Housing Commission. Formal capital needs assessments are an important industry-wide accepted tool for effective management of multiple areas of real estate operations, in addition to managing short and long-term capital needs. The Physical Needs Assessment (PNA) is a foundational document for real estate management functions and a periodic examination and evaluation of real estate to determine a long-term schedule and capital planning costs for replacing

major property components. The U.S. Department of Housing and Urban Development (HUD) recommends conducting a PNA every five years on long-term-held real estate. The most recent PNA performed on the Housing Commission's real estate portfolio occurred in Fiscal Year 2019. Before that, the Housing Commission performed a PNA of its real estate portfolio in Fiscal Year 2014.

The Housing Commission portfolio includes eight public housing sites totaling 189 units and 142 affordable housing sites consisting of 2,211 units, for a combined total of 150 properties with 2,400 units. Units range in size from single-room occupancy (SRO) to multibedroom single-family homes and are located across all Council districts of the City of San Diego. The Housing Commission plans to perform a PNA across these 150 properties totaling 2,400 units. The PNA will not include the Housing Commission's two most recent acquisitions—Pacific Village and Presidio Palms. The Pacific Village and Presidio Palms properties underwent physical needs assessments as part of the acquisition due diligence process, and they are in the process of being rehabilitated.

The PNA of the Housing Commission's real estate portfolio will assess the current physical conditions of each property, identify the capital needs, and project the replacement reserve needs over a 20-year period. An assessment of potential sustainable improvements is included in the scope of services. This assessment data will allow the Housing Commission to make long-term financial and strategic planning decisions relative to preservation of existing real estate assets. This data will also be used in support of the Housing Commission's establishment of appropriate individual reserve accounts for each property. The resulting work product will allow for a thorough assessment of the financial performance and budget development of each property. The average age of the properties in the Housing Commission's real estate portfolio is 45 years old. The portfolio consists of a mix of small (one to 18 units), medium (20 to 80 units) and large (81 or more units) properties in communities throughout the City of San Diego. These properties have existing needs that involve costs of repairs and replacement beyond ordinary maintenance. The PNA will enable the Housing Commission to accurately identify and address the most urgent needs first amid ongoing funding limitations.

On July 2, 2024, the Housing Commission issued a Request for Proposals (RFP) for this service, seeking well-qualified contractors to provide and meet the Housing Commission's PNA needs. The RFP was posted and made available for download on the PlanetBids website through the Housing Commission's portal, notifying approximately 250 registered contractors. During the bid period, a total of nine bid packages were downloaded by interested parties.

The RFP closed on July 30, 2024, and the Housing Commission received four proposal responses. The RFP evaluation panel evaluated, scored and ranked the proposals based on the following criteria:

- Company Experience and Qualifications
- Company Technical Capabilities
- Project Proposed Approach
- Cost Proposal
- Company Equity and Inclusion commitments

The evaluation panel subsequently met to review the scores and ranking, and one firm was selected based on the criteria.

Company Name	Ranking
Partner Engineering and Science, Inc.	1
AEI Consultants	2
BBG Assessments, LLC	3
Bureau Veritas	4

At the conclusion of the evaluation process, Partner Engineering and Science, Inc. (Partner) was rated and ranked as the most qualified and responsive respondent to the RFP.

## FISCAL CONSIDERATIONS

The proposed funding sources and uses approved by this action were included in the Housing Authority-approved Fiscal Year 2025 Housing Commission Budget.

Funding sources approved by this action will be as follows: Local Funds - \$370,260

Funding uses approved by this action will be allocated as follows: Physical Needs Assessment services - \$370,260

#### HOUSING COMMISSION STRATEGIC PLAN

This item relates to the Core Value "Believe in transparency and being good financial stewards" in the Housing Commission Strategic Plan for Fiscal Year 2022-2024. The Housing Commission is in the process of developing a new Strategic Plan.

#### **EQUAL OPPORTUNITY CONTRACTING AND EQUITY ASSURANCE**

One of the evaluation criteria for the PNA RFP was to demonstrate their knowledge, experience, and commitment to equity and inclusion. In their proposal, Partner indicated they recognize the importance of diversity in their company culture and contributions to society and their company. They demonstrate a strong commitment to fostering, cultivating, and preserving a culture of diversity, equity, and inclusion both internally and externally. Approximately 43% of their leadership and 47% of their employees are women, and their board of directors is diverse. They have also subcontracted more than 25% of their business to either small businesses or minority-owned partners.

# **ENVIRONMENTAL REVIEW**

The physical needs assessments are categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15309 (Inspections). Class 9 consists of activities limited entirely to inspections, to check for performance of an operation, or quality, health, or safety of a project, including related activities such as inspection for possible mislabeling, misrepresentation, or adulteration of products. Federal funds constitute a portion of the funding for this project. The parties agree that the provision of any federal funds is conditioned on the City of San Diego's final NEPA review and approval.

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Respectfully submitted,

Emmanuel Arellano

Emmanuel Arellano Vice President, Asset Management Real Estate Division Approved by,

Jeff Davis

Deputy Chief Executive Officer San Diego Housing Commission

Attachment 1: Proposed Contract

Hard copies are available for review during business hours at the information desk in the main lobby of the San Diego Housing Commission offices at 1122 Broadway, San Diego, CA 92101. Docket materials are available in the "Governance & Legislative Affairs" section of the San Diego Housing Commission website at <a href="https://www.sdhc.org">www.sdhc.org</a>

#### SAN DIEGO HOUSING COMMISSION

#### AGREEMENT FOR PHYSICAL NEEDS ASSESSMENT

#### WITH

#### PARTNER ASSESSMENT CORPORATION

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

Contract No. PM-25-02

This Agreement, entered into this [# Day] day of [Month] [Year],

between the Commission: SAN DIEGO HOUSING COMMISSION

1122 Broadway, Suite 300 San Diego, California 92101

Tel.: 619-231-9400

and the Contractor: PARTNER ASSESSMENT CORPORATION

11839 Sorrento Valley Road, Ste. 906

San Diego, CA 92121 Tel.: 619-753-5284

is made in accordance with the following terms and conditions:

- 101. **<u>Definitions</u>**. When capitalized, the terms used in this Agreement shall have the meanings ascribed thereto by the "Schedule of Definitions," attached hereto as Attachment A and incorporated herein in full by this reference, and as otherwise defined by this Agreement, unless the context clearly requires otherwise.
- 102. <u>Description of Work</u>. Contractor shall provide services, supplies, and/or materials to the Commission as specified in the Specifications/Scope of Work.
- 103. <u>Term of Agreement</u>. The term of this Agreement shall be [Begin Date] through [End Date] (the "Initial Term"), as extended pursuant to this Agreement from time to time.
  - (a) Extensions. Provided that Contractor is not in default under the terms of this Agreement, the Commission may extend the term for one or more periods (each such period, an "Extension Period") totaling no more than ninety (90) days, in a writing signed by the CEO and delivered to Contractor. No single Extension Period shall be less than seven (7) days. The Commission may not extend the term for an Extension Period earlier than sixty (60) days before nor later than eighty-three (83) days after the then-applicable expiration date of the term.

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

- (b) <u>Extensions</u>. Nothing contained in this Section shall require the Commission to extend the term of this Agreement. The options to extend the term granted in this Section exist in favor of and for the sole benefit of the Commission and may be exercised in the Commission's sole and exclusive discretion. During any Extension Period, all terms and conditions of the Agreement shall remain in full force and effect except as otherwise specified in this Section or any subsequently executed agreement between the Parties.
- 104. <u>Compensation</u>. The Commission shall compensate Contractor for all services performed and/or supplies and materials supplied pursuant to this Agreement in accordance with the Compensation Terms, which are attached hereto as Attachment D.
  - (a) Maximum Compensation. Notwithstanding anything in this Section or elsewhere in this Agreement to the contrary, Contractor acknowledges and understands that the Commission shall be under no obligation to compensate or reimburse Contractor for any amounts incurred in excess of Three Hundred Thirty-Six Thousand Six Hundred and NO/100 Dollars (\$336,600.00) ("Maximum Compensation"). Further, Contractor acknowledges and understands that it shall bear the sole responsibility for monitoring its expenditures and ensuring that any amounts incurred pursuant to this Agreement do not exceed the Maximum Compensation. In the event Contractor incurs amounts in excess of the Maximum Compensation, Contractor shall bear sole liability for such amounts.
  - (b) Method of Payment. Except as may otherwise be provided by the Compensation Terms, the Commission will endeavor to pay any invoice within thirty (30) days of submission of such invoice, subject to the approval of all amounts therein by the Commission. At a minimum, each invoice shall (i) reference the Contract Number; (ii) reference any associated purchase order numbers; (iii) describe each service performed and/or supply or material supplied in detail and in accordance with the Specifications/Scope of Work; (iv) specify the amount charged for each such service, supply, or material; (v) be accompanied by a certification (on or attached to the invoice) that the payment requested is for work performed in accordance with this Agreement; and (vi) contain such other information or certifications as the Commission may specify in writing from time to time. The Commission, in its sole discretion, may elect not to pay any invoice that fails to comply with the requirements of this Subsection.

#### 105. Necessary Approvals.

- (a) In the event that the initial amount of this Contract exceeds, or a change order increases the amount of this Contract to an amount that exceeds, Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00), this Contract must be approved by the Board of Commissioners of the Commission in order to be binding upon the Commission. In no event shall the Commission be bound by this Contract unless and until such approval, if required, is obtained.
- (b) In the event that the initial amount of this Contract exceeds, or a change order increases the total amount of this Contract to an amount that exceeds, Five Hundred Thousand and No/100 Dollars (\$500,000.00), this Contract must be approved by the Housing Authority in order to be binding upon the Commission. In no event shall the Commission be bound by this

Contract unless and until such approval, if required, is obtained.

- 106. <u>Contract Documents</u>. In addition to this instrument, this Contract includes the Schedule of Definitions, the General Conditions, the Specifications/Scope of Work, the Compensation Terms, the Prevailing Wage Attachment, and the COVID-19 Protocols and Acknowledgement, all of which are incorporated herein by this reference, except as to the Prevailing Wage Attachment, which shall only be incorporated in accordance with Section 21 of the General Conditions.
- 107. <u>Counterparts; Electronic Execution</u>. This Agreement may be executed in one or more counterparts and, when and as so executed, all such counterparts taken together shall constitute one and the same agreement. This Agreement may be executed using any "electronic signature" in accordance with California Civil Code section 1633.2.

[Signature Page Follows]

Signature Page to Agreement for Physical Needs Assessment with Partner Assessment Corporation (Contract No. PM-25-02):

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

Contractor:		
Partner Assessment Corporation		
D.,,	Deter	
By: Name: Scott Pritchard	Date:	
Title: Principal		
Commission:		
San Diego Housing Commission		
Bv:	Date:	
By: Name: Jeff Davis		-
Title: Deputy Chief Executive Officer		
By:	Date:	
By: Name: Beto Juarez		
Title: Sr. VP Of Property Management and As	set Management	
By:	Date:	
By: Name: Suket Dayal		-
Title: Executive Vice President, Business Adm	inistration and CFO	
Approved as to Form:		
Christensen & Spath LLP		
By:	Date:	
Name: Charles B. Christensen		
Title: General Counsel, San Diego Housing Co	ommission	

# Attachment A Schedule of Definitions

- 1. "Agreement" or "Contract" means the main instrument to which this Attachment A is attached and all exhibits or attachments thereto to the extent the same have been incorporated and as the same may be amended from time to time.
- 2. "Applicable Law" means all applicable federal, state, and local constitutions, treaties, laws, statutes, ordinances, regulations, rules, orders, decrees, permits, resolutions, requirements, and policies of the United States of America, the State of California, the City, the Commission, or any other governmental authority of competent jurisdiction.
- 3. "Authority" means the Housing Authority of the City of San Diego.
- 4. "CEO" means the Chief Executive Officer of the Commission or the CEO's lawful designee.
- 5. "City" means the City of San Diego.
- 6. "Claims" means damages, liabilities, claims, fines, fees, costs, penalties, judgments, complaints, causes of action, actions, and demands, including, without limitation, demands arising from injuries to or death of persons (including Contractor's employees, agents, and subcontractors) and damage to real or personal property, or any other losses, damages, or expenses.
- 7. "Commission" means the San Diego Housing Commission. When this Agreement specifies an action to be taken or withheld by the Commission, "Commission" shall include the authorized officers, employees, and agents of the Commission.
- 8. "Compensation Terms" means the terms and conditions specified in Attachment D to the Agreement.
- 9. "Conflict" means circumstances, known to the Contractor, that would conflict with Contractor's performance of the terms of this Agreement or place the Commission and a prospective client of Contractor in adverse, hostile, or incompatible positions wherein the interests of the Commission, the Authority, or the City may be jeopardized.
- 10. "Contract Number" means the number specified next to the phrase "Contract No." at the top of this Agreement.
- 11. "Contractor" means the Party other than the Commission identified above, and, unless the context requires otherwise, such Party's officers, directors, members, managers, partners, limited partners, employees, agents, and subcontractors.
- 12. "COVID-19 Protocols and Acknowledge" means the terms and conditions specified in Attachment F to the Agreement.

- 13. "Extension Period" shall have the meaning ascribed thereto by Section 103(a).
- 14. "General Conditions" means the terms and conditions contained in Attachment B to the Agreement.
- 15. "HUD" means the United States Department of Housing and Urban Development and any successor agency thereto.
- 16. "Indemnitee" means the Commission, the Authority, the City, or any commissioner, officer, employee, member, council member, or agent thereof.
- 17. "Inspecting Agency" means the Commission and any of its duly authorized representatives.
- 18. "Initial Term" shall have the meaning ascribed thereto by Section 103.
- 19. "Maximum Compensation" shall have the meaning ascribed thereto be Section 104.
- 20. "Option Period" shall have the meaning ascribed thereto by Section 103(b).
- 21. "Parties" means the Commission and Contractor, collectively, and "Party" means either of the Parties, individually.
- 22. "Project Records" means all administrative and financial records required to be prepared or gathered by Contractor pursuant to this Agreement, including, but not limited to, all books, papers, invoices, receipts, accounting records, payroll records, personnel records, designs, plans, reports, financial disclosures, audits, other disclosures, certifications, investigations, videos, work product, and any other documents, data, and records pertaining to this Agreement.
- 23. "Specifications/Scope of Work" means the terms and conditions specified in Attachment C to the Agreement.

# Attachment B General Conditions

- 1. <u>Status of Contractor</u>. Contractor acknowledges that Contractor is an independent contractor and is not an agent or employee of the Commission, the Housing Authority, the City, HUD, or any other governmental authority.
  - (a) Any term of this Agreement that could be construed to give the Commission a right to direct Contractor concerning the details of performing its obligations and duties hereunder or to exercise any control over such performance shall be construed to pertain only to the Commission's direction concern the expected results of performance under this Agreement.
  - (b) Contractor shall have no authority to bind the Commission in any manner or to incur any obligation, debt, or liability of any kind, on behalf of or against the Commission, whether by contract or otherwise, unless such authority is expressly granted pursuant to this Agreement or in a writing signed by the Commission.
- 2. <u>Designated Representative</u>. Contractor shall designate a representative with the authority to bind Contractor with respect to decisions to made pursuant to this Agreement. Contractor may designate a new representative upon ten (10) days written notice to the Commission.
- 3. Ownership of Materials and Documents. Any and all sketches, drawings, and other materials or documents prepared by Contractor pursuant to or in connection with this Agreement shall be the property of the Commission from the moment of their preparation, and Contractor shall deliver such materials and documents to the Commission whenever requested to do so by the Commission. Contractor shall have the right to make duplicate copies of such materials and documents for its own file or for other purposes in compliance with Section 4.
- 4. <u>Non-disclosure</u>. The designs, plans, reports, investigations, materials, and documents prepared or acquired by Contractor pursuant to this Agreement (including any duplicate or electronic copies however and wherever stored) shall not be disclosed to any non-party, except as previously authorized by the Commission in writing. Furthermore, Contractor shall not disclose to any nonparty any information regarding the activities of the Commission during the term of this Agreement or at any time thereafter except as previously authorized by the Commission in writing. Contractor shall use reasonable care to prevent the unauthorized disclosure of information subject to this Section. If requested by the Commission, Contractor shall negotiate the terms of and enter into a formal non-disclosure agreement with the Commission in form and substance reasonably satisfactory to the Commission.
  - (a) Exception. Nothing in this Section shall apply to the disclosure of any information that:
    - (i) Was publicly known, or otherwise known to Contractor, at the time the information was first provided to Contractor by the Commission;
    - (ii) Subsequently becomes publicly known through no act or omission of Contractor;

- (iii) becomes known to Contractor from a third party other than the Commission, provided Contractor has not induced such disclosure in violation of law or in breach of any agreement of such third party with the Commission if such agreement was known to Contractor or should have been known to Contractor through the exercise of due diligence;
- (iv) is considered a public record pursuant to the California Public Records Act, codified at California Government Code sections 6250 et seq.; or
- (v) is required to be disclosed pursuant to law or a court order, provided that Contractor gives notice of such requirement to the Commission prior to such disclosure, if permitted by law; such shall be reasonably calculated to allow the Commission to seek a protective order or other appropriate legal protection against disclosure prior to the disclosure.
- 5. <u>Contractor's Indemnification Liability</u>. Contractor agrees to and shall indemnify, hold harmless, and defend, with counsel of Indemnitees' choosing, at Contractor's sole cost and expense, Indemnitees from and against any and all Claims arising directly or indirectly out of the acts or omissions of Contractor (irrespective of culpability), all obligations of this Agreement, or out of the operations conducted by Contract pursuant to this Agreement, including, but not limited to, those in part due to the negligence of any of Indemnitees, except as to liabilities, claims, judgments or demands arising through the sole negligence or more culpable act or omission of any Indemnitee.
- 6. <u>Insurance Requirements</u>. Contractor shall not commence work until Contractor has obtained, at its sole cost and expense, all insurance required pursuant to this Section and comply with the other requirements of this Section.
  - (a) <u>Requirements for All Policies</u>. All commercial general liability, commercial automobile liability, and errors and omissions insurance policies required pursuant to this Section shall comply with the following:
    - (i) Each policy shall contain an endorsement stating that the policy may not be cancelled or materially altered or amended except upon written notice to the Commission via certified mail, deposited at least thirty (30) days prior to the effective date thereof.
    - (ii) Each policy shall contain an endorsement adding the Commission, the Authority, and the City, and their respective elected and appointed officials, officers, agents, employees, and representatives as additional insureds.
    - (iii) Each policy shall contain an endorsement stating it is primary and non-contributory to any insurance that may be carried by the Commission, the Authority, or the City.
    - (iv) Each policy shall contain an endorsement waiving subrogation against the Commission, the Authority, and the City, and each of their respective elected or appointed commissioners, officers, employees, members, council members, or agents for losses paid by Contractor's insurers that arise out of or in relation with Contractor's performance under

this Agreement.

- (v) No policy may contain an endorsement or other language limiting liability in scenarios in which an insured has a dispute with another insured or limiting contractual liability.
- (b) Commercial General Liability Insurance. At all times during the term of this Agreement, Contractor shall maintain commercial general liability insurance, written on an ISO occurrence form CG 00 01 07 98, or an equivalent form providing coverage at least as broad, which shall cover liability arising from any and all personal injury, bodily injury, and property damage in the amount of at least \$1,000,000 per occurrence, subject to an annual aggregate of at least \$2,000,000. In addition to the endorsements required by Subsection (a), the policy shall contain an endorsement excluding all costs of defense from the policy limits.
- (c) <u>Commercial Automobile Liability Insurance</u>. At all times during the term of this Agreement, Contractor shall maintain commercial automobile liability insurance for all of Contractor's automobiles (including owned, hired, and non-owned automobiles) that will be used in the performance of Contractor's duties and obligations pursuant to this Contract, written on an ISO form CA 00 01 12 90 or later version of this form, or an equivalent form providing coverage at least as broad, which shall cover liability arising from any and all personal injury, bodily injury, and property damage, with a combined single limit of at least \$1,000,000 per occurrence. The insurance policy shall reflect coverage for any automobile ("any auto").
- (d) <u>Errors and Omissions Insurance</u>. At all times during the term of this Agreement, Contractor shall maintain errors and omissions liability insurance in the amount of at least \$1,000,000 per occurrence.
- (e) <u>Workers' Compensation Insurance</u>. At all times during the term of this Agreement, Contractor shall maintain workers' compensation insurance for Contractor's employees who perform Contractor's duties and obligations under this Agreement, to the extent and in the minimum amount required by the California law, with a minimum of \$1,000,000 of employer's liability coverage.
- (f) <u>Additional Requirements</u>. In addition to the foregoing requirements, Contractor shall comply with the following requirements:
  - (i) <u>Carriers</u>. All carriers shall have a rating of "A-" or better as determined by A.M. Best Company, Inc.'s Financial Strength Ratings, shall be licensed to do business in the State of California, and shall be subject to the approval of the Commission. The Commission will accept non-admitted "surplus lines" carriers only if licensed to do business in the State of California and listed on the current "List of Approved Surplus Lines Insurers" maintained by the California Department of Insurance.
  - (ii) <u>Certificate Holders</u>. The Commission, the Authority, and the City shall be named as certificate holders on all insurance policies.

- (iii) <u>Timing</u>. All insurance required by this Section must be bound and evidenced by certificates of insurance delivered to the Commission prior to the commencement of the Initial Term and shall remain in full force and effect during the entire term of the Agreement, as extended from time to time, and for such term thereafter as the Commission may reasonably specify.
- (iv) <u>Deductibles</u>. All deductibles and retentions shall be Contractor's sole responsibility.
- (v) <u>No Limitation on Liability</u>. Contractor's liability shall not be limited in any way as a result of the insurance policies required by this Section.
- (vi) <u>No Increased Exposure</u>. Contractor shall not modify any policy or endorsement required by this Section if doing so would increase the Commission's exposure to loss during the term of this Agreement.
- (vii) <u>Additional Insurance</u>. Contract may obtain additional insurance not required by this Agreement.
- (viii) Expiration. Prior to the expiration of an insurance policy required by this Section, Contractor shall provide the Commission with certificates evidencing that new or extended policies have been obtained that continue to meet the requirements of this Section. Contractor shall provide all endorsements for any new or extended policy within fifteen (15) days of the expiration date of such policy's predecessor.
- (g) <u>Commission Review of Policies</u>. Upon the Commission's request, Contractor shall promptly submit to the Commission a copy of any policy required by this Section. If the Commission determines that any such policy is insufficient in light of the risk posed by Contractor's performance under the Agreement and in consideration of any change in relevant circumstances, the Commission may unilaterally amend this Agreement to add new coverages, increase coverage limits, reduce deductibles and retentions, or add or remove endorsements, as determined in the Commission's reasonable discretion, and Contractor shall comply with any the Agreement as amended.
- 7. <u>Insurance Proceeds</u>. If Contractor receives insurance proceeds when property owned or provided by the Commission, or procured using funds provided pursuant to this Agreement, has been lost or damaged by fire, casualty, or natural disaster, Contractor agrees to apply those proceeds to the cost of replacing such property.
- 8. <u>Casualty, Fire, Natural Disaster, and Misused Property</u>. When property owned or provided by the Commission, or property procured using funds provided pursuant to this Agreement, is lost or damaged by fire, casualty, or natural disaster, the fair market value shall be calculated on the basis of the condition of such property immediately before the fire, casualty, or natural disaster, irrespective of the extent of insurance coverage. If any damage to such property results from Contractor's acts or omissions, Contractor agrees to restore the such property to its

original condition.

- 9. <u>Correction of Work</u>. Performance of the terms of this Contract shall not relieve Contractor from any obligation to correct any incomplete, inaccurate, or defective work at no further cost to the Commission, provided such work is due to the acts or omissions of Contractor and has not been accepted in writing by an authorized representative of the Commission.
- 10. <u>Compliance with Laws and Policies</u>. Contractor shall comply with Applicable Law. In addition, Contractor shall immediately comply with all directives issued by the Commission or the City, or their duly authorized representatives, under authority of any Applicable Law. Failure by Contractor to comply with Applicable Law shall be deemed a material breach of this Agreement and shall be grounds for the Commission to terminate this Agreement immediately upon written notice to Contractor.
- 11. <u>California Equal Opportunity Requirements</u>. During the performance of this Contract, Contractor agrees as follows:
  - (a) Contractor and its subcontractors shall not deny this Contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
  - (b) Contractor shall comply with the provisions of the Fair Employment and Housing Act (Cal. Gov. Code § 12900 et seq.), the regulations promulgated thereunder (2 C.C.R. §§ 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the California Government Code (Gov. Code, §§ 11135-11139.5), and any regulations or standards adopted by the Commission to implement such article
  - (c) Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the Commission upon reasonable notice at any time during normal business hours, but in no case upon less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as either shall require to ascertain compliance with this clause.
  - (d) Contractor and its subcontractors shall give written notice of their obligations under this Section 11 to labor organizations with which they have a collective bargaining or other agreement.
  - (e) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Contract.

- 12. **Records**. Contractor shall take reasonable measures to maintain the integrity and accuracy of Project Records and shall comply with the terms of this Section.
  - (a) <u>Accounting Records</u>. In accordance with generally accepted accounting principles maintained on a consistent basis, Contractor shall maintain full and complete records of the cost of services performed pursuant to this Agreement, utilizing internal controls and maintaining appropriate source documentation for all costs incurred.
  - (b) <u>Inspection and Photocopying</u>. At any time during normal business hours and as often as requested, during the term of this Agreement for so long as storage is required pursuant to Subsection (d) below, Contractor shall permit any Inspecting Agency to inspect and photocopy, at Contractor's offices or such other reasonable location requested by any of the foregoing, all Project Records for the purposes of making audits, examinations, excerpts, and/or transcriptions, as well as monitoring and evaluating Contractor's performance of its obligations and duties under this Agreement. An Inspecting Agency may retain copies of Project Records if the Inspecting Agency deems such retention necessary in its sole discretion.
  - (c) <u>Copies of Records</u>. Upon any request by an Inspecting Party for copies of Project Records, Contractor shall submit exact duplicates of the originals of the requested Project Records to the such Inspecting Party for the purposes described above in Subsection (b).
  - (d) Storage. Contractor shall store all Project Records for a period of not less than five (5) years after the Contractor's final submission of all required reports under this Agreement, or five (5) years after the Commission and Contractor make all final payments, or until all pending matters including audits and litigation have been finally resolved, whichever period is longest. All Project Records shall be kept at the Contractor's regular place of business. After the storage period has expired, Contractor shall provide each Inspecting Agency with thirty (30) calendar days written notice of Contractor's intent to dispose of any Project Records. During such 30-day period, Contractor shall provide any and all Project Records to any Inspecting Agency upon such Agency's request, and Contractor shall refrain from disposing of specified Project Records if requested by any Inspecting Agency.
  - (e) <u>Flow Down</u>. Contractor shall include the terms of this Section, including the terms of this Subsection, in each of its subcontracts and shall cause each of its subcontractors to do the same.
- 13. <u>Subcontracting</u>. No performance required of Contractor by this Agreement may be subcontracted without the prior written approval of the Commission, which it may withhold in its sole and absolute discretion. Any putative subcontracting of Contractor's rights, obligations, and/or duties under this Agreement shall not create a contractual relationship between the Commission and any putative subcontractor, and any such subcontracting shall be null and void. Any subcontracting in violation of this Section shall be grounds for immediate termination of this Agreement upon written notice to Contractor, at the sole discretion of the Commission.
  - (a) <u>Requesting Consent</u>. In order to obtain consent to subcontract, Contractor shall submit to the Commission a list of all potential subcontractors and a description of work to be performed

by each subcontractor. Once this list has been approved, no changes to the list will be allowed except upon written approval of the Commission.

- (b) <u>Contractor's Liability</u>. Contractor shall be fully liable for the acts and omissions of its subcontractors, and their employees, agents, and contractors, as though such acts and omissions were those of Contractor itself.
- 14. <u>Assignment</u>. Contractor shall not assign or transfer any interest in this Agreement (whether by assignment or novation) without the express prior written consent of the Commission. Notwithstanding the foregoing, no such approval shall be required for the assignment of claims for money due or to become due to Contractor from the Commission to a bank, trust company, or other financial institution, or to a receiver or trustee in bankruptcy, but Contractor shall promptly provide written notice thereof to the Commission.
- 15. <u>Preference for Domestic Materials</u>. Except as otherwise provided by California Government Code sections 4300 et seq., wherever possible in the performance of this Agreement, only unmanufactured materials produced in the United States, and only manufactured materials manufactured in the United States, substantially all from materials produced in the United States, shall be used in the performance of the Agreement.
- 16. <u>Preparation of Written Reports or Documents</u>. Provided that the total cost for work performed by Contractor pursuant to this Agreement exceeds \$5,000, any document or written report prepared in whole or in part by Contractor for or under the direction of the Commission shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report. The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.
- 17. **Termination**. The Commission may terminate this Agreement, in whole or in part, effective thirty (30) days after delivering written notice to Contractor, if the Commission determines such termination is in the Commission's interest. If this Agreement is terminated, the Commission shall be liable only for amounts due for services, supplies, and/or materials rendered and/or supplied before the effective date of such termination. Additionally, the Commission may terminate this Agreement immediately upon written notice to Contractor as a result of cessation of funding of or lack of adequate appropriations for any federal, state, or local program that provides funds used by this Agreement. The termination rights in this Section are in addition to and cumulative with any other rights of termination located elsewhere in this Agreement.
- 18. <u>Patents and Copyrights</u>. The Commission hereby reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for government purposes, any patents and copyrights in any work developed under this Agreement.
- 19. <u>Drug-free Workplace</u>. Contractor certifies to the Commission that it will provide a drug-free workplace and will:
  - (a) Publish a statement notifying its employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance as defined in schedules I-V of section

202 of the federal Controlled Substance Act is prohibited in Contractor's workplace; such statement shall specify the actions that will be taken against employees for violation of such prohibition.

- (b) Establish a drug-free awareness program to inform employees about all of the following:
  - (i) The dangers of drug abuse in the workplace.
  - (ii) Contractor's policy of maintaining a drug-free workplace.
  - (iii) Any available drug counseling, rehabilitation, and employee assistance programs.
  - (iv) The penalties that may be imposed upon employees for drug abuse violations.
- (c) Post the statement required by Subsection (a) in a prominent place at Contractor's main office and at any job site large enough to necessitate an on-site office.
- 20. <u>Plan of Operations</u>. Contractor shall submit to the Commission a complete plan of operations. Contractor shall promptly notify the Commission of any changes to the plan of operations.
- 21. <u>Labor Law</u>. Contractor shall be fully aware of and shall comply with each and every requirement of federal, state, and local law regarding the provision of labor concerning this Agreement, including but not limited to, the payment of applicable prevailing wages, if either or both boxes are checked below. In the event both boxes are checked below, Contractor acknowledges that it is solely responsible for determining which prevailing wage terms apply to the work performed under this Agreement.

⊠If checked, additional state prevailing wage terms are contained in Attachment E, which is hereby incorporated in this Agreement in full by this reference.

- ☐ If checked, additional federal prevailing wage terms are contained in Attachment E, which is hereby incorporated in this Agreement in full by this reference.
- 22. Entire Agreement. This Agreement represents the sole and entire Agreement between the Commission and Contractor and supersedes all prior and contemporaneous negotiations, representations, agreements, arrangements, or understandings, either oral or written, between or among the Parties, relating to the subject matter of this Agreement, except as expressed herein. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each Party.
- 23. <u>Waiver</u>. No failure of a Party to insist upon the strict performance by the other Party of any term, covenant, or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any term, covenant, or condition of this Agreement, shall constitute a waiver of any such breach of such term, covenant, or condition. No waiver of any breach shall

affect or alter this Agreement.

- 24. <u>Successors in Interest</u>. The rights, duties, and obligations of this Agreement shall inure to the benefit of the Parties and their respective permitted successors and assigns.
- 25. <u>Drafting Ambiguities</u>. The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiation of the terms, covenants, and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each Party participated in the negotiation or drafting of the Agreement.
- 26. <u>Signing Authority</u>. Each individual executing this Agreement on behalf of an entity represents and warrants that such individual is authorized to execute and deliver this Agreement on behalf of such entity in accordance with duly adopted resolutions or other authorizing actions that are necessary and proper under such entity's governing documents, and that this Agreement is binding upon such entity in accordance with its terms. Upon request, Contractor shall provide the Commission with evidence, satisfactory to the Commission, that such individual's authority is valid and that such entity has been duly formed and is in good standing in the jurisdiction of its formation, and that such entity is authorized to do business in the State of California.
- 27. <u>Conflict Between Agreement and Attachments</u>. To the extent that the terms of the Agreement and the attachments conflict, the construction most favorable to the Commission shall apply.
- 28. **Partial Invalidity**. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 29. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to its principles regarding the conflict of laws. The courts of the State of California shall have exclusive jurisdiction over any dispute, claim, or matter arising out of or related to this Agreement, and venue shall lie exclusively in the Central Division of the Superior Court of the County of San Diego, California.
- 30. <u>Headings</u>. All headings in this Agreement are for convenience only and shall not affect the interpretation or construction of this Agreement.
- 31. <u>Attorney's Fees and Costs</u>. In any action involving breach, interpretation, and/or enforcement of the terms of this Agreement, the prevailing party shall be entitled to its costs, expert witness fees, if any, and reasonable attorneys' fees.
- 32. **Remedies Upon Default**. The failure of Contractor to perform each and every covenant of Contractor in a timely manner, and in a good and workmanlike manner, and in strict compliance with the requirements of the Specifications/Scope of Work (which, in the case of goals and

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

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

- 33. Notices. All notices required or permitted to be given by a Party pursuant to this Agreement shall be deemed delivered (i) immediately upon receipt if delivered personally, (i) the next business day if delivered to a nationally recognized overnight carrier with charges prepaid prior to the cutoff for next-day delivery specified by such carrier, or (ii) three (3) business days the date of deposit with the United States Postal Service for delivery via certified mail, postage prepaid, return receipt requested, and in all cases addressed to the other Party at such Party's addresses as set forth at the beginning of this Agreement, or at such other address as such Party shall designate in writing to the other Party by written notice given as specified in this Section from time to time.
- 34. <u>Audit Requirements</u>. Contractor shall comply with the audit requirements of 2 C.F.R. pt. 200, as amended, if no audit requirements are specified in the award of the Contract. Otherwise, Contractor shall comply with the audit requirements specified in the award of the Contact.
- 35. Contractor Evaluation Program. An essential component of public works contract administration is the regular evaluation and documentation of contractor performance. During the course of the Agreement, the Commission shall conduct performance evaluations to document Contractor's record of complying with the terms of the Agreement. The Commission shall proactively monitor and manage the performance of Contractor during the term of the Agreement and shall create an objective record of performance that can and may be utilized when evaluating Contractor as a responsible bidder for future bid and proposal submissions, extension or renewal consideration, or termination due to unsatisfactory performance. Contractor evaluation program and appeal procedures are located on the Commission's website at <a href="https://www.sdhc.org/doing-business-with-us/contracting-and-procurement-services/vendor-information/">https://www.sdhc.org/doing-business-with-us/contracting-and-procurement-services/vendor-information/</a>, as amended from time to time, and are incorporated herein in full by this reference.
- 36. <u>Interests of Current or Former Commissioners, Officers, and Employees</u>. No

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

- 37. <u>Conflicts of Interest; Disclosure of Economic Interests</u>. Contractor and its subcontractors shall comply with all applicable federal, state, and local conflict of interest laws and regulations, including, but not limited to, the Commission's Conflict of Interest Code (for purposes of this Section only, the "Code"), a current copy of which may be requested from the Commission. In addition to the other requirements of the Code, and subject to the Commission's determination in writing in accordance therewith, Contractor shall cause each of its officers, directors, partners, limited partners, members, managers, employees, and agents that is determined to be a "consultant" pursuant to the Code to file a completed and executed Statement of Economic Interests (Form 700) with the City's Clerk's Office at the following times:
  - (a) No later than thirty (30) days after the execution of this Agreement;
  - (b) Annually on or before April 1 of each year;
  - (c) Within thirty (30) days after full performance of this Agreement, as determined by the Commission in its sole discretion:

Contractor shall cause each designated consultant to email a copy of each filed Form 700 to Cassie Li, Paralegal of Compliance and Equity Assurance, at cassiel@sdhc.org within five business (5) days of filing.

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

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

38. **Procedure for Handling Conflicts of Interest**. Except upon the prior, written consent of the Commission, which it may withhold in its sole and absolute discretion, and in compliance with the other terms of this Section, Contractor shall not perform services of any kind for any person or entity during the term of this Agreement if so doing appears reasonably likely to result in a Conflict. Notwithstanding the foregoing, this Section shall not apply to any of Contractor's business arrangements with clients that began prior to the execution of this Contract.

- (a) Meet and Confer. Contractor shall promptly notify the Commission in writing in the event a Conflict appears reasonably likely. Thereafter, Contractor shall meet and confer with the Commission to agree upon terms to apply to its arrangements with an affected prospective client, and/or its arrangements with the Commission, in order to continue to perform services for such client and the Commission without compromising the interests of either. Should no agreement regarding modification be reached within a reasonable time thereafter, or should the prospective client refuse to agree to such modification, the Commission may terminate this Agreement immediately upon written notice to Contractor.
- (b) When Consent Is Given. If and when the Commission has consented as provided above in this Section, Contractor shall use best efforts to avoid performance on behalf of the affected client that would in any manner undermine Contractor's effective performance of the terms of this Agreement. Contractor agrees to alert every prospective client for whom consent to a Conflict is required to the existence of the terms of this Section and to include language in its agreement with such client that will enable Contractor to comply fully with such terms.
- (c) <u>Termination</u>. Failure to follow the procedures of this Section shall entitle the Commission to terminate this Agreement immediately upon written notice to Contractor. Additionally, the Commission may unilaterally and immediately terminate this Agreement upon written notice to Contractor if Contractor employs an individual who, within twelve (12) months immediately preceding such employment, in their capacity as a Commission employee, participated in negotiations with or otherwise had an influence on the selection of the Contractor.

# Attachment C Specifications/Scope of Work

The contractor shall perform a comprehensive physical needs assessment on the properties listed in Exhibit A which is attached hereto and incorporated herein. The general requirements of the needs assessment are summarized below and are a general frame of reference but shall not limit the assessment or associated reports if building systems, mechanics, or any other building characteristic aren't specifically referenced within the scope.

Items that should be included in the assessments and associated reports include, but are not limited to, the following:

- Building & Site Systems and Conditions: Foundations, Windows, Exterior Walls, Roofing & Flashing, Exterior Doors, Water Heaters, Laundry Facilities (if applicable), Elevators (if applicable), photo-voltaic systems, fire alarm systems, backflows prevention devices, etc.
- Exterior Elements & Site Improvements: Landscaping, Irrigation, Grading/Storm Water Drainage, Lighting, Parking Lots, Sidewalks/Pathways, Mailboxes, Property Signs, Retaining Walls, Fencing, Exterior Stairs, Exterior Railings, Site Amenities, Vehicle Gates, Pedestrian Gates, Walkways and Waterproof Decking, Gutters and Downspouts, Soffits and Trims, Refuse Collection Areas and associated systems such as trash-chutes, etc.
- Interior Elements: Cabinetry, Countertops, Interior Doors, Floor Underlayment, Floor Finishes, Wall Finishes, Ceilings, Bathroom Vanities, Bathtubs and Showers, Tub/Shower Surround, Heating and Air Conditioning and Exhaust/Ventilation Systems, Plumbing, Waste/Vent Piping, Appliances, Sprinklers, Electrical, Wiring, Panels/Breakers, Life/Safety, etc.
- Facility Accessibility Compliance Screen: a review of the property's general conformance with housing accessibility requirements (UFAS, ADA, California Building Code, etc.) as applicable.

#### 1. General

- a) A general assessment of the physical needs, and associated costs, of each dwelling and non-dwelling structure, commercial spaces (if any), grounds, dwelling equipment and non-dwelling equipment, and community, administrative, and maintenance buildings.
- b) Review of maintenance records and other property reports as provided by the Commission, and coordination as required to incorporate in final property reports.
- c) Performance of walk-through inspections at each site to ascertain the condition of the property; identification of immediate critical and non-critical needs, expected repair and replacement needs over the next twenty (20) years, major maintenance needs, and total estimated cost to complete such items inclusive of any required federal, state, or local prevailing wage rates.

- d) One hundred percent (100%) of non-dwelling structures, common areas, mechanical systems, building exteriors and the entire site at each community shall be assessed.
- e) One hundred percent (100%) of accessible units shall be assessed as a function of the accessibility screen.
- f) Onsite review must include at least twenty-five (25%) of the remaining units as the sample size containing all vacant and down units, one unit in each building, one of each unit configuration type, and for buildings with multiple stories at least one unit inspected on each floor.
- g) Identification of work necessary to comply with federal, state, and local requirements and codes, such as containment and/or elimination of asbestos and lead.
- h) Compliance with all tenants noticing and personnel identification practices and requirements of the Commission before entering and/or evaluating any site.

#### 2. Deliverables

- a) An Executive Summary that includes a general narrative of the portfolio including general site components, architectural components, mechanical/electrical/plumbing components, dwelling unit components, zoning, and building code violations.
- b) The Executive Summary shall also include a portfolio Useful Life Table, Description of Existing Condition(s), Major Capital Needs/Rehab Hard Costs, Major Capital Needs/Rehab Hard Costs, Immediate Capital Needs, Total Capital Needs Cost, Total Capital Needs Costs per Unit over the next 20 years.
- c) The Executive Summary shall also include a list of inspected units identifying conditions of Immediate Deficiencies, a Replacement of Capital Needs Schedule, Corrective Actions for all Deficiencies, Color Photos of Exterior and Interior of Property, Fire and Code Enforcement Verifications.
- d) A PNA summary report for each site with the property's corresponding assessment. Any health and safety issues identified during inspections shall be immediately reported to the Commission via email to the designated contact person and also included in the summary report.
- e) The property specific PNA report shall also include a Property Useful Life Table and Replacement Capital Needs Schedule over the next 20 years.
- f) Color photos of exterior and interior of property should be included on each property specific PNA report.
- g) Vendor shall provide electronic copies of Executive Summary and all property specific PNA reports including the capital needs schedule and property useful life table in an electronic format.

# 3. Site I Storm Drainage Systems

- a) Topography: Observe the general topography and document any unusual or problematic features or conditions observed or reported.
- b) Ingress and Egress: Identify the major means of pedestrian and vehicular ingress and egress at the subject property. Document locations of the major means of ingress and egress and document any unusual or restraining conditions observed or reported.

- c) Paving, Curbing, and Parking: Identify the material types of paving and curbing systems at the subject property. Observe the general conditions and document any physical deficiencies identified or any unusual items or conditions observed.
- d) Flatwork: Identify the material flatwork at the subject property {sidewalks, plazas, patios, etc.). Observe the general conditions and document any physical deficiencies identified or any unusual items or conditions observed or reported.
- e) Landscaping and Appurtenances: Identify the material landscaping features, material types of landscaping (fences, retaining walls, etc.), and site appurtenances (irrigation systems, fountains, lighting, signage, ponds, swimming pools, sports courts, play areas, mailboxes, gates, trash enclosures, dumpster areas, etc.). Observe the general conditions and document any physical deficiencies identified or unusual conditions observed or reported.
- f) Utilities: Identify the type and provider of the material utilities provided to the subject property (water, storm drainage, electricity, natural gas, cable TV, telecom, etc.). Observe the general conditions and document any physical deficiencies observed or material problems or system inadequacies reported.

## 3. Structural Frame and Building Envelope

- a) Identify the material elements of the structural frame and building envelope, including the foundation system, floor framing system, roof framing system, facade or curtain wall system, paint/stucco, glazing system, exterior sealant, siding, exterior balconies, doors, windows, skylights, railings, and stairways, etc.
- b) Observe the general conditions and document any physical deficiencies identified or any unusual items or conditions observed. Observations that may be limited to grade, accessible balconies, and rooftop vantage points shall be brought to the attention of the Commission immediately.
- c) Visually inspect observable areas for cracking, spalling and moisture infiltration as well as areas of apparent foundation settlement and displacement.
- d) In the event more information or exploratory testing is required in order to provide remedial measures, the report may include recommendations for investigative testing such as soil borings, excavation of test pits, and sampling of backfill materials or engagement of a Geotechnical Engineer or Structural Engineer with specific expertise in the field of the determined failure. Recommendations of this nature will include a determination of appropriate scope and a general estimate of cost for budgetary purposes.

# 4. Roofing (Non-Invasive Visual)

- a) Identify the material roof systems including roof type, reported age, slope, drainage, etc. Also, identify any unusual roofing conditions or rooftop equipment.
- b) Observe the general conditions of the roof system such as membranes, attachment methods, flashings, counter flashings, pitch pans, gravel stops, parapets, gutters and downspouts, fascia, miscellaneous appurtenances, insulation, excess debris, etc.

- c) Observe for evidence of material repairs, significant ponding, or evidence of material roof leaks. Document if a roof warranty is in effect. Document any physical deficiencies identified, or any unusual items observed or reported.
- d) Identify the material rooftop equipment or accessories including antennas, lightning protection, HVAC equipment, solar thermal water and/or photovoltaic equipment, etc. Include any material problems reported.

## 5. Plumbing / Sanitary Drainage Systems

- a) Identify the material plumbing systems at the subject property including domestic water supply, domestic hot water production, sanitary sewer, or any special or unusual plumbing systems (such as water features, grease traps, fuel systems, gas systems, etc.). Review available records of past lateral sewer line jetting and review plumbing service contracts currently in effect (if any).
- b) Identify the type and condition of restroom fixtures and other miscellaneous plumbing equipment. Document existence or absence of low-flow devices, and any additional recommendations to improve water conservancy within the residential units, office spaces, or other common areas.
- c) Observe the general conditions and document any physical deficiencies identified or any unusual items or conditions observed. Include any reported material system inadequacies.

#### 6. Heating

- a) Identify the material heat generating systems at the subject property.
- b) Observe the general conditions, identify the reported age of the equipment, document past material component replacements/ upgrades, document the apparent level of maintenance, and identify if a maintenance contract is in place (and the name of the contractor). If heating equipment is not operational at the time of the walk-through survey, provide an opinion of the condition to the extent reasonably possible.
- c) Observe the general conditions and document any physical deficiencies identified or any unusual items or conditions observed or reported. Additionally, include any reported material system inadequacies or operating deficiencies.
- d) Identify and observe any special or unusual heating systems or equipment present (such as fireplaces, solar heat, etc.) and document any reported material problems or inadequacies.

#### 7. Air-Conditioning and Ventilation

- a) Identify the material air-conditioning and ventilation systems at the subject property. Include material equipment such as cooling towers, chillers (include type of refrigerant used), package units, split systems, air handlers, thermal storage equipment, etc.
- b) Identify the material distribution systems (supply and return, make-up air. exhaust, fresh air supply, etc.) at the subject property. Document any tenant-owned equipment/systems that are not included in this review and report same to the Commission immediately.

- c) Observe the general conditions, identify the reported age of the equipment, document past material component upgrades/re placements, document the apparent level of maintenance, and identify if a maintenance contract is in place (and the name of the contractor). If air-conditioning and ventilation systems are not operational at the time of the walk-through survey, provide an opinion of the condition to the extent reasonably possible.
- d) Observe the general conditions and document any physical deficiencies identified or any unusual items or conditions observed. Additionally, include any reported material/ system inadequacies or operating deficiencies.
- e) Identify and observe any special or unusual air-conditioning and ventilation systems or equipment (such as cold storage systems, special computer cooling equipment, etc.) and document any reported material problems or system inadequacies.

#### 8. Electrical

- a) Identify the electrical service provided and distribution system at the subject property. Include material switchgear disconnects, circuit breakers, transformers, meters, and other such equipment or systems. Document presence or absence of GFCI and AFCI outlets.
- b) Observe general electrical items such as distribution panels, type of wiring, exterior and interior lighting, lightning protection, etc.
- c) Observe the general conditions and document any physical deficiencies identified or any unusual items or conditions observed. Also, document the presence of any special or unusual electrical equipment, systems, or devices at the subject property, (including solar photovoltaics) and include reported material problems or system inadequacies.

# 9. Life-Safety/Fire Protection/Security Systems

- a) Identify the material life safety/fire protection systems at the subject property, including but not limited to sprinklers and standpipes (wet or dry), fire hydrants, fire alarm systems, water storage, smoke detectors, carbon monoxide detectors, fire extinguishers, emergency lighting, fire panel, stairwell pressurization, smoke evacuation, etc.
- b) Observe the general conditions and document any material physical deficiencies identified or any unusual items or conditions observed or reported including any reported system inadequacies.
- c) Observe security systems at the subject property for working order and identify conditions where security is possibly inadequate. etc. Include identification and status of property perimeter fencing, lighting, surveillance systems, etc.

#### 10. Interior Elements

- a) Identify building standard finishes at unit interiors, common areas, offices, and special use areas. Include flooring, ceilings. walls, window coverings, cabinet/millwork finishes, etc.
- b) Provide a general inspection of the finishes and provide Remaining Useful Life estimates at the building level.

- c) Identify building and property amenities, specialties or special features, including but not limited to community rooms and other public spaces.
- d) Identify interior items such as waste disposal systems, refrigerator, range, dishwasher, etc.
- e) Observe the general conditions and document any physical deficiencies identified or any unusual items or conditions observed or reported.

#### 11. Building and Site Accessibility Compliance Screen

- a) Where applicable, complete a visual Accessibility Survey in general conformance with Section 504 Accessibility Standards, the Uniform Federal Accessibility Standards (UFAS), and Chapter 11 of the California Building Code.
- b) Where applicable, identify ADA/accessibility deficiencies.
- c) Include any past Transition Plans in Contractor's assessments and incorporate past Transition Plans and Contractor's accessibility assessment into both PNA data and cost tables. Include review of Commission's ADAG study to determine feasibility of suggested solutions and accuracy of associated costs.
- d) Provide a general statement, and checklist, of the subject building's compliance to Title II of the Americans with Disabilities Act to help identify whether the Commission may be exposed to issues and whether there is the need for further review.

#### **12. Mold**

- a) Perform an assessment of accessible areas of the building(s) for the presence of mold, conditions conducive to mold growth, and/or evidence of moisture.
- b) Interview project personnel regarding the presence of any known or suspected mold, elevated relative humidity, water intrusion, or mildew-like odors, Potentially affected areas will be photographed.

#### 13. Time of Performance

a) Inspections must take place within the first ninety (90) days of contract execution. Contractor shall complete the comprehensive physical needs assessment with full property-by-property reports within forty-five (45) calendar days of inspection.

#### 14. Minimum Qualifications

The minimum requirements for a qualified professional to provide services related to a Physical Needs Assessment are as follows:

- a) PNA must be performed by a licensed architect or professional engineer.
- b) A minimum of ten (10) years of experience and/or successful completion of ten (10) engagements performing inspections and assessing the physical condition of multifamily housing properties and determining the long-term capital needs.

- c) Demonstrated experience in estimating the cost of improvements and in the use of cost indices.
- d) Demonstrated experience in providing similar services to Public Housing Agencies or Property Owners of similar size and composition within the past three (3) years.
- e) Knowledge of applicable construction techniques, building codes, and historical trends in construction practice.
- f) Experience in assessing compliance with Section 504 of the Rehabilitation Act of 1973, Uniform Federal Accessibility Standards, and Chapter 11 of the California Building Code.

# PHYSICAL NEEDS ASSESSMENT (PNA)

# EXHIBIT A

# PROPERTY LIST

Street Name (Property)	Street Number	Units
1st Ave	3501	22
5th Ave (Hotel Sandford)	1301	130
5 <sup>th</sup> Avenue (Hillcrest Inn)	3754	46
30th St	2932	5
30th St	3012	5
30th St	3030	5
30th St	3217	5
32nd St	4729	5
33rd St	4541	8
33rd St	4632	5
33rd St	4751	8
34th St	4720, 4722	3
35th St	4756, 4758	4
36th St	4254	5
37th St	4164	8
38th St	4343	5
38th St	4575, 4579	8
39th St	3010	2
42nd St	3617, 3619	4
44th St	2420	8

44th St	2628, 2630	8
44th St	4225	6
44th St	2716, 2718	4
44th St	2734, 2736	4
45th St	4261	6
47th St	4078	4
48th St	4286, 4288, 4290, 4292	4
51st Ave	4566	5
54th St	3051	7
A St	3280	2
Alabama St	3755, 3761	8
Alaquinas Dr	2005, 2015, 2025, 2035, 2045, 2055, 2065	66
Altadena Ave	4164	6
Altadena Ave	4479, 4481	8
Altadena Ave	4560	8

Street Name (Property)	Street Number	Units
Altadena Ave	4207, 4209	2
Arey Dr	4123	1
Arizona St	4080	4
Averil Rd	121, 125	14
Bancroft St	3974, 3984	14
Belden St (Belden Village)	7705, 7713, 7729, 7737, 7745, 7753, 7761, 7777, 7785, 7795	243
Boston Ave	2883	5
Boston Ave	2955	5
Calle Primera	178, 180, 182, 184, 186, 188, 190	71
Camulos St	3222, 3224	12
Cardinal Road	2766	2
Chamoune Ave	4147, 4157	6
Cherokee Ave	3850	5
Cherokee Ave	4054, 4054 1/2, 4056, 4056 1/2, 4058, 4058 1/2, 4060, 4060 1/2	8
Cherokee Ave	4360	5
Cuvier St (La Jolla Marine)	7410, 7412	8
Darwin Way	4314	1
E Jewett Street	2326, 2328, 2330, 2332	4
Eastman Street	7105, 7109, 7113, 7114, 7120	36
Ebersole Dr	4334	1
El Cajon Blvd (Courtyard)	4395 (includes 4262, 4264, 4266, 4268 44th St)	37
El Camino Real	12643, 12645, 12649, 12651, 12653, 12657, 12659, 12663, 12665, 12669,	45

	12671, 12675, 12679, 12681, 12683, 12687	
Enero St	4181	1
Fairmount Ave	2477, 2477 1/2, 2479, 2481	4
Figueroa Ave	2701, 2703, 2705, 2707, 2709, 2711	6
Florida St	4081, 4081 1/2, 4083, 4083 1/2, 4085, 4085 1/2, 4087, 4087 1/2	8
Fulton St	7526, 7532, 7538, 7544, 7550, 7556, 7568, 7574, 7580	31
Genesee Ave	2615, 2635, 2665	11
Georgia St	4450, 4450 1/2, 4452, 4452 1/2, 4454, 4454 1/2, 4456, 4456 1/2	8
Glenhaven St	8637, 8639, 8641, 8643	4
Glenhaven St	8649, 8651, 8653, 8655	4

Street Name (Property)	Street Number	Units
Glenhaven St	8661, 8663, 8665, 8667	4
Glenhaven St	8701, 8703, 8705, 8707	4
Golfcrest Dr	7891, 7895, 7899	9
Grand Ave	2045, 2049	6
Grim Ave	3350, 3350 1/2, 3352, 3352 1/2, 3354, 3354 1/2, 3356, 3356 1/2	8
Grove Ave	2381, 2383, 2385, 2387, 2389	41
Hamilton St	4637, 4637 1/2, 4639, 4639 1/2, 4641, 4641 1/2, 4643, 4643 1/2	8
Hawthorn St	3081, 3083	4
Highland Ave	4416	8
Hollister St	1351, 1355, 1359,	20
Hornblend St	2644	5
Hotel Circle South (Valley Vista)	1865	192
Hurlbut St	8714, 8716, 8718, 8720	4
Hurlbut St	8726, 8728, 8730, 8732	4
Ilexey Ave	1170	1
Ilexey Ave	1366	1
Ivy St	3125	5
Juniper St	4205, 4209, 4211, 4215	20
Juniper St	4273, 4275, 4277, 4279, 4281, 4283	24
Kearny Vista Road (Kearny Vista)	5400	144
Kimsue Way	4230	1
Kostner Dr	1255	1
Layla Ct	4259	1

Layla Ct	4276	1
Layla Way	4256	1
Layla Way	4269	1
Layla Way	4274	1
Levant St	7085, 7095	14
Louisiana St	4381, 4385, 4387	8
Maple St	4390	6
Marcia Ct	4339	1
Marcwade Dr	4074	1
Marcwade Dr	4150	1
Marcwade Dr	4186	1
Marcwade Dr	4293	1
Marge Way	4239	1
Marge Way	4331	1
Marge Way	4334	1

Street Name (Property)	Street Number	Units
Market St	4451, 4453, 4455, 4457, 4459	20
Maryland St	4131	24
Mason St	3919	8
Maya Linda Rd (Maya Linda)	10101, 10131, 10141, 10151, 10191	132
Meade Ave	2727, 2729, 2739, 2741, 2743, 2745	6
Meade Ave	5316	30
Mira Mesa Blvd	8792	5
Mira Mesa Blvd	8816	5
Muir Ave	5071, 5071 1/2, 5073, 5073 1/2, 5075, 5075 1/2, 5077, 5077 1/2	8
Naples St	4890	4
Nevin St	1152	1
Noeline Ave	8505	1
Oakcrest Dr	4050, 4052, 4054, 4056	4
Old Memory Ln	5974	1
Orange Ave (Parkcrest)	5330	71
Oregon St	4352	8
Peterlynn Ct	4034	1
Peterlynn Dr	1327	1
Peterlynn Dr	1405	1
Peterlynn Dr	1530	1
Peterlynn Way	4024	1
Picador Blvd (Otay Villas)	605, 615, 625, 635, 645, 655, 665, 675, 685, 695	78
Poplar St	4180, 4182	9

Pulitzer Place	4055, 4057, 4059, 4061, 4063, 4065, 4069, 4071, 4073, 4075, 4079, 4081, 4083	50
Rachael Ave	2325	3
Ransom St	1128	1
Ransom St	1145	1
Ransom St	1169	1
Rex Ave	5326, 5328	4
Rex Ave	5330, 5330 1/2, 5332, 5332 1/2	4
S. 33rd St (Vista Verde)	325, 335, 345, 355, 405, 415	40
Santa Margarita St	5359, 5369, 5379, 5389	32
Saranac St	7281, 7289	7
Streamview Dr	5955	4
Swift Ave	3755, 3757	4
Sycamore Road (East)	402, 404, 406, 408, 410, 412	24
Sycamore Road (North)	281, 283, 285, 287, 289	24

Street Name (Property)	Street Number	Units
Sycamore Road (West)	391, 393, 395, 397, 399, 401, 403, 405, 407, 409, 411, 413, 415, 417	41
Tait St	6511, 6513, 6515, 6517	4
Trojan Ave	5385, 5387, 5389	3
Twining Ave	1041	1
Twining Ave	1317	1
Valeta St	4095	4
Van Dyke Ave	3630, 3632	4
Via Las Cumbres (University Canyon)	2055, 2059, 2065, 2089, 2095	36
Via Las Cumbres (University Canyon)	2052, 2056, 2060, 2064, 2068, 2072, 2074, 2075, 2078, 2079, 2082, 2085, 2086, 2090	84
Wilson Ave	4043	5
	Total units	2463

# Attachment D Compensation Terms

STREET NUMBER	STREET ADDRESS	NO.OF UNITS	BUILDING TYPE	FEE
4123	Arey Dr	1	Single Family Dwelling (SFD)	\$2,100.00
4314	Darwin Way	1	SFD	\$2,100.00
4334	Ebersole Dr	1	SFD	\$2,100.00
4181	Enero St	1	SFD	\$2,100.00
1170	llexey Ave	1	SFD	\$2,100.00
1366	llexey Ave	1	SFD	\$2,100.00
4230	Kimsue Way	1	SFD	\$2,100.00
1255	Kostner Dr	1	SFD	\$2,100.00
4259	Layla Ct	1	SFD	\$2,100.00
4276	Layla Ct	1	SFD	\$2,100.00
4256	Layla Way	1	SFD	\$2,100.00
4269	Layla Way	1	SFD	\$2,100.00
4274	Layla Way	1	SFD	\$2,100.00
4339	Marcia Ct	1	SFD	\$2,100.00
4074	Marcwade Dr	1	SFD	\$2,100.00
4150	Marcwade Dr	1	SFD	\$2,100.00
4186	Marcwade Dr	1	SFD	\$2,100.00
4293	Marcwade Dr	1	SFD	\$2,100.00
4239	Marge Way	1	SFD	\$2,100.00
4331	Marge Way	1	SFD	\$2,100.00
4334	Marge Way	1	SFD	\$2,100.00
1152	Nevin St	1	SFD	\$2,100.00
8505	Noeline Ave	1	SFD	\$2,100.00
5974	Old Memory Ln	1	SFD	\$2,100.00
4034	Peterlynn Ct	1	SFD	\$2,100.00
1327	Peterlynn Dr	1	SFD	\$2,100.00
1405	Peterlynn Dr	1	SFD	\$2,100.00
1530	Peterlynn Dr	1	SFD	\$2,100.00
4024	Peterlynn Way	1	SFD	\$2,100.00
1128	Ransom St	1	SFD	\$2,100.00
1145	Ransom St	1	SFD	\$2,100.00
1169	Ransom St	1	SFD	\$2,100.00
1041	Twining Ave	1	SFD	\$2,100.00
1317	Twining Ave	1	SFD	\$2,100.00
4207, 4209	Altadena Ave	2	2 SFDs	\$2,100.00

STREET NUMBER	STREET ADDRESS	NO.OF UNITS	BUILDING TYPE	FEE
3010	39th St	2	Duplex	\$2,100.00
3280	A St	2	Duplex	\$2,100.00
2766	Cardinal Road	2	Duplex	\$2,100.00
2325	Rachael Ave	3	3 plex	\$2,100.00
4720, 4722	34th St	3	3 plex - 2 buildings	\$2,100.00
5385, 5387, 5389	Trojan Ave	3	3 plex - 2 buildings	\$2,100.00
4078	47th St	4	1 building	\$2,100.00
4286, 4288, 4290, 4292	48th St	4	1 building	\$2,100.00
4080	Arizona St	4	1 building	\$2,100.00
2326, 2328, 2330, 2332	E Jewett Street	4	1 building	\$2,100.00
8637, 8639, 8641, 8643	Glenhaven St	4	1 building	\$2,100.00
8649, 8651, 8653, 8655	Glenhaven St	4	1 building	\$2,100.00
8661, 8663, 8665, 8667	Glenhaven St	4	1 building	\$2,100.00
8701, 8703, 8705, 8707	Glenhaven St	4	1 building	\$2,100.00
8714, 8716, 8718, 8720	Hurlbut St	4	1 building	\$2,100.00
8726, 8728, 8730, 8732	Hurlbut St	4	1 building	\$2,100.00
4050, 4052, 4054, 4056	Oakcrest Dr	4	1 building	\$2,100.00
5330, 5330 1/2, 5332, 5332 1/2	Rex Ave	4	1 building	\$2,100.00
5955	Streamview Dr	4	1 building	\$2,100.00
6511, 6513, 6515, 6517	Tait St	4	1 building	\$2,100.00
2477, 2477 1/2, 2479, 2481	Fairmount Ave	4	2 buildings	\$2,100.00
4756, 4758	35th St	4	4 plex - 2 buildings	\$2,100.00
3617, 3619	42nd St	4	4 plex - 2 buildings	\$2,100.00
2716, 2718	44th St	4	4 plex - 2 buildings	\$2,100.00
2734, 2736	44th St	4	4 plex - 2 buildings	\$2,100.00
3081, 3083	Hawthorn St	4	4 plex - 2 buildings	\$2,100.00
4890	Naples St	4	4 plex - 2 buildings	\$2,100.00
5326, 5328	Rex Ave	4	4 plex - 2 buildings	\$2,100.00
3755, 3757	Swift Ave	4	4 plex - 2 buildings	\$2,100.00
4095	Valeta St	4	4 plex - 2 buildings	\$2,100.00

3630, 3632	Van Dyke Ave	4	4 plex - 2 buildings	\$2,100.00
2932	30th St	5	1 building	\$2,100.00
3012	30th St	5	1 building	\$2,100.00
3030	30th St	5	1 building	\$2,100.00
3217	30th St	5	1 building	\$2,100.00
4729	32nd St	5	1 building	\$2,100.00
4632	33rd St	5	1 building	\$2,100.00
4254	36th St	5	1 building	\$2,100.00
4343	38th St	5	1 building	\$2,100.00
4566	51st Ave (maybe Street)	5	1 building	\$2,100.00
2955	Boston Ave	5	1 building	\$2,100.00
3850	Cherokee Ave	5	1 building	\$2,100.00
4360	Cherokee Ave	5	1 building	\$2,100.00
2644	Hornblend St	5	1 building	\$2,100.00
3125	lvy St	5	1 building	\$2,100.00
8792	Mira Mesa Blvd	5	1 building	\$2,100.00
8816	Mira Mesa Blvd	5	1 building	\$2,100.00
4043	Wilson Ave	5	1 building	\$2,100.00
4225	44th St	6	1 building	\$2,100.00
4261	45th St	6	1 building	\$2,100.00
4164	Altadena Ave	6	1 building	\$2,100.00
2701, 2703, 2705, 2707, 2709, 2711	Figueroa Ave	6	1 building	\$2,100.00
4390	Maple St	6	1 building	\$2,100.00
2045, 2049	Grand Ave	6	2 buildings	\$2,100.00
2727, 2729, 2739, 2741, 2743, 2745	Meade Ave	6	2 buildings	\$2,100.00
3051	54th St	7	1 building	\$2,100.00
7281, 7289	Saranac St	7	3 buildings	\$2,100.00
4541	33rd St	8	1 building	\$2,100.00
4164	37th St	8	1 building	\$2,100.00
4560	Altadena Ave	8	1 building	\$2,100.00
4054, 4054 1/2, 4056, 4056 1/2, 4058, 4058 1/2, 4060, 4060 1/2	Cherokee Ave	8	1 building	\$2,100.00
4450, 4450 1/2, 4452, 4452 1/2, 4454, 4456	Georgia St	8	1 building	\$2,100.00

4637, 4637 1/2,	Hamilton St	8	1 building	\$2,100.00
4639, 4639 1/2,				

STREET NUMBER	STREET ADDRESS	NO.OF UNITS	BUILDING TYPE	FEE
4352	Oregon St	8	1 building	\$2,100.00
4416	Highland Ave	8	1 building	\$2,100.00
4575, 4579	38th St	8	2 buildings	\$2,100.00
4479, 4481	Altadena Ave	8	2 buildings	\$2,100.00
4381, 4385, 4387	Louisiana St	8	2 buildings	\$2,100.00
5071, 5071 1/2, 5073, 5073 1/2, 5075, 5077	Muir Ave	8	2 buildings	\$2,100.00
4180, 4182	Poplar St	9	2 buildings	\$2,100.00
3974, 3984	Bancroft St	14	2 buildings	\$2,100.00
7410, 7412	Cuvier St (La Jolla Marine)	8	2 buildings (1 ADA spot)	\$2,400.00
2883	Boston Ave	5	Apt building (2 ADA spots)	\$2,400.00
4147, 4157	Chamoune Ave	6	2 buildings (1 ADA spot)	\$2,400.00
4751	33rd St	8	1 building (1 ADA spot)	\$2,400.00
4081, 4081 1/2, 4083, 4083 1/2, 4085, 4087	Florida St	8	1 building (1 ADA spot)	\$2,400.00
2420	44th St	8	1 building (4 ADA spots)	\$2,400.00
3755, 3761	Alabama St	8	2 buildings (1 ADA spot)	\$2,400.00
3350, 3350 1/2, 3352, 3352 1/2, 3354, 3356	Grim Ave	8	2 buildings (1 ADA spot)	\$2,400.00
3919	Mason St	8	2 buildings (4 ADA spots)	\$2,400.00
2628, 2630	44th St	8	3 buildings (1 ADA spot)	\$2,400.00
7891, 7895, 7899	Golfcrest Dr	9	3 buildings (1 ADA spot)	\$2,400.00
2615, 2635, 2665	Genesee Ave	11	3 buildings (1 ADA spot)	\$2,400.00
3222, 3224	Camulos St	12	2 buildings (5 ADA spots)	\$2,400.00
121, 125	Averil Rd	14	2 buildings (1 ADA spot)	\$2,400.00
7085, 7095	Levant St	14	2 buildings (1 ADA spot)	\$2,400.00
4205, 4209, 4211, 4215	Juniper St	20	4 buildings (1 ADA spot)	\$2,400.00
1351, 1355, 1359,	Hollister St	20	4 buildings (2 ADA spots)	\$2,400.00
3501	1st Avenue	22	1 buildings (2 ADA spots)	\$2,400.00
4131	Maryland St	24	1 building (2 ADA spots)	\$2,400.00
5316	Meade Ave	30	1 building (1 ADA spot)	\$2,400.00
4451, 4453, 4455, 4457, 4459	Market St	20	6 buildings (2 ADA spots)	\$2,700.00

281, 283, 285, 287, 289	Sycamore Road (North)	24	5 buildings (1 ADA spot)	\$2,700.00
402, 404, 406, 408, 410, 412	Sycamore Road (East)	24	6 buildings (1 ADA spot)	\$2,700.00
4273, 4275, 4277, 4279, 4281, 4283	Juniper St	24	6 buildings (2 ADA spots)	\$2,700.00
5359, 5369, 5379, 5389	Santa Margarita St	32	4 buildings (2 ADA spots)	\$2,700.00
7105, 7109, 7113, 7114, 7120	Eastman Street	36	5 buildings (1 ADA spot)	\$2,700.00
2055, 2059, 2065, 2089, 2095	Via Las Cumbres (University Canyon)	36	5 buildings (3 ADA spots)	\$2,700.00
4395 (includes 4262, 4264, 4266, 4268 44th Street)	El Cajon Blvd (Courtyard)	37	2 buildings (sub T parking)	\$2,700.00
325, 335, 345, 355, 405, 415	S. 33rd St (Vista Verde)	40	7 buildings (3 ADA spots)	\$2,700.00
2381, 2383, 2385, 2387, 2389	Grove Ave	41	5 buildings (2+ ADA spots)	\$2,700.00
3754	5th Avenue (Hillcrest Inn)	46	1 building	\$2,700.00
5330	Orange Ave (Parkcrest)	71	1 building	\$2,700.00
1301	5th Ave (Hotel Sandford)	130	1 building	\$2,700.00
1865	Hotel Circle South (Valley Vista)	192	2 buildings (5 ADA spots)	\$2,700.00
7526, 7532, 7538, 7544, 7550, 7556, 7568, 7474, 7580	Fulton St	31	9 buildings (3 ADA spots)	\$2,700.00
2005, 2015, 2025, 2035, 2045, 2055, 2065	Alaquinas Dr	66	8 buildings (4 ADA spots)	\$2,700.00
178, 180, 182, 184, 186, 188, 190	Calle Primera	71	8 buildings (4 ADA spots)	\$2,700.00
10101, 10131, 10141, 10151, 10191	Maya Linda Rd (Maya Linda)	132	9 buildings (6 ADA spots)	\$2,700.00
391, 393, 395, 397, 399, 401, 403, 405, 407, 409, 411, 413, 415, 417	Sycamore Road (West)	41	14 buildings (2 ADA spots)	\$2,900.00
4055, 4057, 4059, 4061, 4063, 4065, 4069, 4071, 4073, 4075, 4079, 4081, 4083	Pulitzer Place	50	13 buildings (3 ADA spots)	\$2,900.00
605, 615, 625, 635, 645, 655, 665, 675, 685, 695	Picador Blvd (Otay Villas)	78	11 buildings (5 ADA spots)	\$2,900.00
2052, 2056, 2060, 2064, 2068, 2072,				

2074, 2075, 2078, 2079, 2082, 2085, 2086, 2090	Via Las Cumbres (University Canyon)	84	14 buildings (5 ADA spots)	\$2,900.00
5400	Kearny Vista Road (Kearny Mesa Road)	144	18 buildings (4 ADA spots)	\$2,900.00
7705, 7713, 7729, 7737, 7745, 7753,	Belden St (Belden Village)			
7761, 7777, 7785, 7795	zalasi za (zalden village)	243	10 buildings (15 ADA spots)	\$2,900.00
TOTAL				\$336,600.00

- **\$2,100** 107 properties that consist of Single-Family Dwellings (SFDs) and small 2-building sites with low unit count and no observed ADA parking spot. This assumes none of these properties have Accessible Units so any necessary ADA questionnaires will be minimal.
- \$2,400 20 properties that have low to mid unit count and 1-4 buildings and at least one observed ADA parking spot. This assumes one unit in the building/complex is an assessable unit and will require more extensive completion of the ADA questionnaire.
- \$2,700 18 properties that have medium unit count in more buildings or higher unit count in one building. This assumes that all have at least one ADA parking spot and will require more extensive completion of the ADA questionnaire.
- \$2,900 6 properties that have higher unit count and 10+ buildings. This assumes that all buildings will have two or more ADA parking spots and will require more extensive completion of the ADA questionnaire.

## Attachment E Prevailing Wage Notification

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

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

- A. Contractor shall pay all workers performing work under this Contract the prevailing wage rates specified by the California Department of Industrial Relations (DIR) for each craft, classification, and type of work pursuant to **State Prevailing Wage Determination 2024-1**. Copies of such determinations are available at the Commission's offices and may be made available upon any interested party's request.
- B. Contractor shall furnish all of its employees and subcontractors with a copy of the DIR's prevailing wage rates applicable to their respective crafts, classifications, and types of work. Contractor also shall post all such applicable rates at the job site in a visible location in accordance with California Labor Code section 1773.2.
- C. Contractor shall comply with all payroll recordkeeping and inspection requirements specified by California Labor Code section 1776.
- D. All wages paid by Contractor shall include payments for all items specified in California Labor Code section 1773.1.
- E. Contractor shall comply will all requirements for payment of prevailing wages to and employment of apprentices in accordance with California Labor Code section 1777.5.
- F. Contractor shall not, and shall not conspire to, take or receive any portion of worker's wages in violation of California Labor Code section 1778.
- G. Upon completion of the work under this Contract, Contractor shall sign and notarize an affidavit of compliance in the form provided by the Commission, certifying compliance with California Labor Code sections 1720-1861.
- H. In accordance with California Labor Code section 1771.6, in the event the Commission discovers any violation of California Labor Code sections 1720-1861, including delinquent or inadequate payroll records, as a result of an audit of Contractor's payroll records, interviews of Contractor's employees, or any other investigative means utilized by the Commission, the Commission shall withhold any payments due to Contractor.

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

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

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

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

#### **Payroll Reporting Requirements**

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

- 1. On a weekly basis, complete, accurate, and certified payroll reports shall be submitted to the Commission using DIR's Public Works Payroll Report Form (Form A-1-131) in original form with wet signatures, or using the Commission's electronic reporting service provider, eComply Solutions.
- 2. On a monthly basis, electronic certified payroll reports shall be submitted using the DIR's online portal, located at <a href="https://www.dir.ca.gov/public-works/certified-payroll-">https://www.dir.ca.gov/public-works/certified-payroll-</a>

#### reporting.html.

- 3. Proof of actual payment of wages to all employees.
- 4. Proof of actual payment of fringe benefits to all employees.
- 5. Proof of the use of apprentices as and when required by law.

## **Labor Compliance Requirements**

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

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

Contractor:	
Partner Assessment Corporation	
By:	Date:
Name: Scott Pritchard	
Title: Principal	
Email: SPritchard@partneresi.com	
DIR Reg. #:	

# Attachment F COVID-19 Protocols and Acknowledgment

#### Notice and Acknowledgment Regarding Operations During COVID-19 Pandemic

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

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

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

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

Contractor:		
Partner Assessment Corporation		
1		
By:	Date:	
Name: Scott Pritchard		
Title: Principal		