



Good Neighbors

San Diego
Housing Commission

- 1625 Newton Avenue
- San Diego, California 92113-1038
- 619/231 9400
- FAX: 619/544 9193

REPORT

DATE: For the Agenda of June 22, 2001 **ITEM 101**

REPORT NO.: HCR01-079

SUBJECT: Award of Contract for Plumbing Repair Services (Citywide)

SUMMARY

Issue: Should the Housing Commission award a contract to the lowest responsive bidder for plumbing repair services to be utilized on an as needed basis to maintain Housing Commission owned properties?

Recommendation: That the Housing Commission approve the award of contract (Attachment 1) not to exceed \$200,000 to Denny & Son Plumbing, Inc. for the period of one year with the option to renew for two additional one year periods, and authorize the Chief Executive Officer to execute the contract.

Fiscal Impact: Funding for this contract is contained in the Maintenance Contracts line of the FY02 Budget approved by the Commission on May 24, 2001. In calendar year 2000, the Commission paid approximately \$190,000 to plumbing contractors for replacement and repair service needs.

Previous Related Action(s): On July 10, 1998 the Housing Commission entered into a contract not to exceed \$200,000 with Denny & Son Plumbing, Inc. for a one year period with the option to renew for two additional one year periods.

Certificate of Funding Availability:

Certificate No.	02-041
Amount:	\$200,000
Revenue Source:	Various
Division:	Asset Management
Line Item:	Maintenance Contract/Plumbing Services



For the Agenda of June 22, 2001
Award of Contract for Plumbing Repair Services

Equal Opportunity Statement: Denny & Son Plumbing, Inc. is not a Minority or Women Business Enterprise. A workforce analysis is required if a company has 15 or more employees. Denny & Son Plumbing, Inc. has a workforce of 11.

BACKGROUND

The Housing Commission has a continuing need for plumbing repair services at its housing sites and provides ongoing routine and preventive maintenance services to residents occupying 1,658 Housing Commission owned/managed units on a 24-hour basis. To maintain maximum efficiency in providing these services, in-house staff, as well as skilled maintenance service providers, are utilized.


DISCUSSION

On March 16, 2001, an Invitation for Bids was issued for this service. Bid advertisements were placed in the *San Diego Union-Tribune*, the *San Diego Daily Transcript*, *La Prensa* and the *Voice and Viewpoint*. Individual invitations to bid were sent to 43 qualified contractors, including 16 certified minority and women-owned business enterprises.

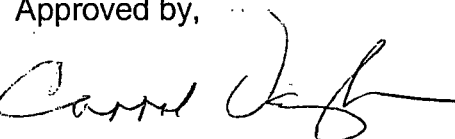
On May 1, 2001, a prebid conference was conducted with three firms in attendance. During the bid period, a total of 20 bid packages were provided to interested contractors. At bid closing on May 21, 2001, three proposals were received. Bid information is outlined in Attachment 3.

Staff analysis indicates that Denny & Son Plumbing, Inc. has submitted the lowest responsive bid and is capable of successfully performing the contracted services. Denny & Son Plumbing, Inc. currently provides plumbing services to Housing Commission owned properties. Staff monitoring reports indicate that this contractor's performance has been satisfactory.

Respectfully submitted,


Pat Duplechan
Director of Housing Programs

Approved by,


Elizabeth C. Morris
Chief Executive Officer

SNYDER

Attachment(s): Attachment 1 - Contract
Attachment 2 - Disclosure
Attachment 3 - Bid Information

ATTACHMENT NO. 1

SAN DIEGO HOUSING COMMISSION
AGREEMENT FOR PLUMBING SERVICES

WITH

DENNY & SON PLUMBING INC

Contract No. _____

THIS AGREEMENT, entered into this _____ day of _____ 2001,

between the Commission:

SAN DIEGO HOUSING COMMISSION
1625 Newton Avenue
San Diego, California 92113
(619) 231-9400

and the Contractor:

DENNY & SON PLUMBING INC
8576 Blossom Lane
Lemon Grove, CA 91445
(619) 469-4955

101. DESCRIPTION OF WORK

Contractor shall provide plumbing services to the Commission as generally described in the specifications/scope of services attached hereto.

102. CONTRACT ATTACHMENTS

The above services shall be performed in accordance with the following listed documents which are attached hereto and made a part hereof:

1. General Provisions, Contract Attachment No. 1
2. Specifications/Scope of Service, Contract Attachment No. 2
3. Compensation Schedule, Contract Attachment No. 3
4. Certificate of Compliance, Contract Attachment No. 4

103. TIME OF PERFORMANCE

All services required pursuant to this Agreement shall commence effective July 13, 2001 through July 12, 2002 with the option to renew for two additional on year periods.

104. COMPENSATION AND METHOD OF PAYMENT

a. Rates

For services performed under this Agreement, the Commission shall pay the Contractor at the rates set forth in Contract Attachment No. 3, "Compensation Schedule", attached hereto and made a part hereof.

b. Maximum Compensation

The total compensation for all services performed pursuant to this Agreement shall not exceed the sum of TWO HUNDRED THOUSAND AND NO 1/00 DOLLARS (\$200,000.00). Contractor acknowledges that the Commission is under no obligation to compensate Contractor for services rendered or expenses accrued under this Agreement in excess of the maximum compensation specified above. It shall be the responsibility of the Contractor to monitor its activities to ensure that the scope of services specified in Contract Attachment No. 2 (Specifications) may be completed and no charges accrued in excess of the maximum compensation during the term of this Agreement. In the event that the work required cannot be completed within the amount specified, or it appears that the maximum compensation provided may be exceeded before the term of the Agreement expires, Contractor shall promptly notify the Commission.

Further, the SDHC may cancel the Agreement, without cause, by written notice to the Contractor at any time during the term of the Agreement, or any extension thereto, in the event that the SDHC and/or the Housing Authority of the City of San Diego fails to appropriate funds for the rendition of services set forth in this Agreement. This right to cancel is in addition to the rights of the Commission to terminate the Agreement as set forth in Section 214 of this Agreement.

c. Method of Payment

The Contractor shall submit a requisition to the Commission specifying the amount due for services performed by the contractor's staff. Such requisition shall: (1) reference the Contract number assigned hereto; (2) describe the services performed in detail, as specified in Contract Attachment No. 2; and (3) indicate the amount charged for the work performed. Such requisition for payment shall contain a certification by the Contractor specifying payment requested is for work performed in accordance with the provisions of this Agreement. Upon approval of the requisition, the Commission shall make payment by approximately the thirtieth day of a given month if the requisition is submitted to the Commission no later than the first day of said given month. Payments will be made to Contractor at the address given above.

105. NOTICES

Notices to the parties shall, unless otherwise requested in writing, be sent to the Commission and the Contractor at the addresses given above.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

COMMISSION:

SAN DIEGO HOUSING COMMISSION

By: _____

Elizabeth C. Morris

Title: Chief Executive Officer _____

Date: _____

CONTRACTOR:

DENNY & SON, INC.

By: _____

Denice Remillard

Title: President _____

Date: _____

Approved as to Form:
Detisch & Christensen

By: _____

General Counsel

San Diego Housing Commission

Date: _____

CONTRACT ATTACHMENT NO. 1

200. GENERAL PROVISIONS

201. Status of Contractor

This contract calls for the performance of the services of the consultant as an independent contractor. Contractor will not be considered an employee of the Commission for any purpose.

202. Ownership of Materials and Documents

Any and all sketches, drawings and other materials and documents prepared by the Contractor shall be the property of the Commission from the moment of their preparation, and the Contractor shall deliver such materials and documents to the Commission whenever requested to do so by the Commission. However, the Contractor shall have the right to make duplicate copies of such materials and documents for his own file, or for other purposes as may be authorized in writing by the Commission.

203. Non-Disclosure

The designs, plans, reports, investigations, materials, and documents prepared or acquired by the Contractor pursuant to this Contract (including any duplicate copies kept by the Contractor) shall not be shown or disclosed to any other public or private person or entity directly or indirectly, except as authorized by the Commission. The Contractor shall not disclose to any other public or private person or entity directly or indirectly, any information regarding the activities of the Commission during the term of this contract or at any time thereafter except as authorized by the Commission.

204. Conflict of Interest

(a) For the duration of this Contract, the Contractor will not act as a consultant or perform services of any kind for any person or entity which would conflict with the services to be provided herein, without the written consent of the Commission.

(b) A conflict occurs when circumstances, known to the Contractor, place the Commission and the Contractor's new client in adverse, hostile or incompatible positions wherein the interests of the Commission, the Authority, or the City of San Diego may be jeopardized. Contractor shall promptly notify the Commission in the event that such a conflict occurs.

(c) In the event of such a conflict, Contractor shall meet and confer with the Commission to agree upon modifications of its relationship with said new client or Commission in order to continue to perform services for said client and/or Commission without compromising the interests of either. Should no agreement regarding modification be reached, Commission may terminate its contract with Contractor.

(d) When consent has been given, Contractor shall endeavor to avoid involvement on behalf of said new client which would in any manner undermine the effective performance of

services by Contractor for Commission. Under no circumstances may Contractor convey, utilize, or permit to be utilized, confidential information gained through its association with Commission for the benefit of any other client.

(e) Contractor agrees to alert every client for whom consent is required, to the existence of this conflict of interest provision and to include language in its agreement with said client which would enable Contractor to comply fully with its terms. This last paragraph shall not apply to existing clients of the Contractor for which Contractor has previously received the Commission's consent.

(f) This Agreement may be unilaterally and immediately terminated by the Commission if Contractor employs an individual who, within twelve 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.

205. Contractor's Liability

(a) The Contractor shall be responsible for all injuries to persons and for all damages to real or personal property of the Commission or others, caused by or resulting from the negligence of itself, its employees, or its agents during the progress of or connected with the rendition of services hereunder.

(b) Contractor shall indemnify and hold harmless the Commission, the Housing Authority of the City of San Diego, the City of San Diego, and all officers and employees of each agency from any and all liability, claims, costs (including reasonable attorney's fees), damages, expenses and causes of action:

- 1) for damages to real or personal property, or personal injury to any third party resulting from the negligence of Contractor, its employees or its agents; or
- 2) for any breach of any obligations, duties or covenants of Contractor under this Contract or transactions related to it.

206. Insurance

Contractor shall not commence work until Contractor has obtained, at its sole cost and expense, all insurance required under this Section. The insurance obtained must be approved by the Commission. Contractor agrees to the following:

(a) Contractor shall provide public liability and property damage insurance in the minimum amount of \$1,000,000 for injury to or death of one or more persons and/or property damage arising out of a single accident or occurrence, insuring against all liability of the

Commission, Contractor, its Subcontractors and its authorized representatives, arising out of or in connection with the Contractor's performance of work under this Agreement.

(b) Contractor shall purchase and maintain in full force and effect worker's compensation insurance for contractors, subcontractors, employees and agents in form and amount acceptable to the Commission during the full term of this Contract.

(c) Contractor shall provide automobile liability insurance on owned and non-owned motor vehicles used in the performance of services as detailed in the Scope of Services, both on site or in connection therewith for a combined single limit for bodily injury and property damage of no less than \$500,000 per occurrence.

(d) All insurance required to be purchased and maintained by the Contractor shall name the Housing Commission, the Housing Authority and the City of San Diego as additional insureds and shall contain cross-liability endorsements.

(e) The Contractor shall furnish to the Commission Certificates of Insurance evidencing the insurance carried in compliance with this Section. This Certificate shall contain a provision that at least 30 days prior written notice will be given to the Commission in the event of cancellation, reduction or nonrenewal of the insurance.

207. Correction of Work

The performance of services by the Contractor shall not relieve the Contractor from any obligation to correct any incomplete, inaccurate or defective work at no further cost to the Commission, when such inaccuracies are due to the negligence of the Contractor, provided such work has not been accepted in writing by an authorized representative of the Commission.

208. Equal Opportunity Programs

During the performance of this Contract, the Contractor agrees as follows:

(a) Contractor shall comply with all applicable local, state and federal Equal Opportunity Programs, as well as any other applicable local, state and federal law. Each month, the contractor will report to the project manager, payments made to all vendors by month, contract to date and percentage of overall contract value.

(b) Contractor and each Subcontractor, if any, shall fully comply with and shall submit a Report of San Diego County Workforce Report and Certificate of Compliance with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, and any other applicable Federal and State law and regulations hereinafter enacted.

(c) Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, gender, disability or national origin. Contractor shall ensure that applicants for employment and employees are treated equally without regard to their race, color, religion, ancestry, gender, disability or national origin.

(d) If any underrepresentation is found after submission of contractor's workforce report, the Commission may request an equal employment opportunity plan (EEOP). An acceptable plan to correct the identified underrepresented categories must be submitted within 30 days. Once

the EEOP has been approved by the Commission, the contractor must adhere to said plan. In the case of multi-year contracts, the contractor will be required to submit annual workforce reports and EEOP updates as requested.

(e) Contractor understands that failure to comply with the above requirements and/or submitting false information in response to these requirements may result in penalties provided for in State and Federal law. In addition, the Contractor may, at the election of the Commission, be disbarred from participating in Commission projects for not less than one (1) year.

209. Cost Records

In accordance with generally accepted accounting principles, the Contractor shall maintain full and complete records of the cost of services performed under this Agreement. Such records shall be open to the inspection of the Commission or to the appropriate federal agencies after reasonable notice, and at reasonable times.

210. Subcontracting

(a) No services covered by this Contract shall be subcontracted without the prior written consent of the Commission.

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

(c) The Contractor shall be as fully responsible to the Commission for the acts and omissions of his subcontractors, and of persons directly or indirectly employed by them, as he is for acts and omissions of persons directly employed by him.

211. Assignability

(a) The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Commission.

(b) Claims for money due or to become due to the Contractor from the Commission under this Contract may be assigned to a bank, trust company, or other financial institutions, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commission.

212. Changes

The Commission may, from time to time, request changes in the Scope of Services of the Contract to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon, by and between the Commission and the Contractor, shall be incorporated into this Contract.

213. Documents and Written Reports

The Contractor, when preparing any document or written report for or under the direction of the Commission or the City of San Diego, shall comply with the provisions of Government Code Section 7550; to wit,

"(a) Any document or written report prepared for or under the direction of a state or local agency, which is prepared in whole or in part by non-employees of such agency, shall contain the numbers and dollar amounts of such contracts and subcontracts relating to the preparation of such document or written report; provided, however, that the total cost for work performed by non-employees of the agency exceeds five thousand dollars (\$5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

(b) When multiple documents or written reports are the subject or product of the Contract, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports."

214. Termination

This Contract may be terminated by the Commission on thirty (30) days' written notice to the contractor, the effective date of cancellation being the 30th day of said written notice with no further action required by either party.

215. Attorney's Fees and Costs

If any legal action or any arbitration or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Contract, the successful or prevailing Party or Parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

216. Entire Agreement

Contract represents the sole and entire agreement between the Commission and supersedes all prior negotiations, representations, agreements, arrangements or understandings, either oral or written, between or among the parties hereto, relating to the subject matter of this Contract, which are not fully expressed herein. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by a duly authorized representative of both the Commission and Contractor.

217. Partial Invalidity

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

218. Contract Governed by Law of State of California

This Contract and its performance and all suits and special proceedings under this Contract shall be construed in accordance with the laws of the State of California. In any action, special proceeding, or other proceeding that may be brought arising out of, under, or because of this contract, the laws of the State of California shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.

219. Interest of Member of Congress

No member or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

220. Interest of Current or Former Members, Officers, Employees

No member, officer or employee of the Commission, no member of the governing body of the locality in which the work 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 work, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof. Any violation of this section shall result in unilateral and immediate termination of this contract by the Commission.

221. Drug-free Workplace

Contractor shall certify to the Commission that it will provide a drug-free workplace and do each of the following:

1. 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 Controlled Substance Act (21 U.S.C. 812) is prohibited in Contractor's workplace and specify the actions that will be taken against employees for violation of the prohibition.
2. Establish a drug-free awareness program to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace.
 - (b) The Contractor's policy of maintaining a drug-free workplace.
 - (c) Any available drug counseling, rehabilitation and employee assistance programs.

- (d) The penalties that may be imposed upon employees for drug abuse violations.
- 3. Post the statement required by subdivision 1 in a prominent place at Contractor's main office and at any job site large enough to necessitate an on-site office.

222. Plan of Operation

The Contractor shall submit to the Contracting Officer a complete plan of operations. The Contractor is responsible for notifying the Contracting Officer of any changes to the plan of operations.

223. Labor Provisions

It is the responsibility of the Contractor to be fully aware of and comply with every requirement under Federal and State law pertaining to labor provisions.

224. Extension of Contract Term

(a) Provided, that the contractor is not in default under the terms of this Agreement, the Chief Executive Officer of the Housing Commission, may extend the terms of the Agreement for a period, not to exceed ninety (90) days, on the same payment schedule, terms and conditions, in effect on the date that the Agreement would otherwise have terminated, including the option period, if any. The option to extend the Agreement shall be at the Commission's discretion only, and may not be excised by the Contractor,

(b) The Agreement may not be extended for an aggregate period of more than ninety (90) days, but may be exercised in multiple "Notices of Extension", of not less than seven (7) days in duration, for each such notice. The Agreement may be extended by the Commission by delivery of a Notice of Extension in writing to the contractor and that the stated terms and conditions of the Agreement shall be adhered to by the Contractor and the Commission during the term of the extension.

(c) Nothing contained herein, however, shall require the Commission to exercise any option to extend the Agreement. During the extension of the Agreement, the Contractor shall provide the Commission with additional certificates of insurance, if necessary, covering the term(s) of the extension.

(d) Notice of Extension may be served by the Commission upon the contractor not earlier than sixty (60) days before the original termination date of the Agreement and not later than eighty-three (83) days after the original termination date of the Agreement. Nothing contained herein shall be construed as granting the contractor a right to compel the Chief Executive Officer of the Housing Commission to exercise the option to extend the Agreement.

(e) The SDHC and Housing Authority of the City of San Diego hereby delegate the authority to the Chief Executive Officer of the SDHC to pay compensation to Contractor, during the

ption period, on a prorata basis, for any extension period, based upon the contract rate in effect on the date of the exercise of the extension.

(f) All contracts which are approved by the SDHC and/or Authority and include options for renewal may be renewed by the Chief Executive Officer or his/her designee at the previously stated terms for renewal. The Chief Executive Officer's authority to execute the option for renewal includes authorization to execute the required documents, identify appropriate funding source and authorize payment of funds for the continuation of services identified in the Scope of Services.

225. Statement of Economic Interest Disclosure Form (for consulting services only)

Contractor shall file a completed and executed Statement of Economic Interest Disclosure Form (Form 700), a copy of which is attached to this Agreement as Attachment No. 5, at the following times:

- (a) Upon execution of contract;
- (b) Annually on or before April 1 of each year;
- (c) Within 30 days after completion of the contract.

Said form will be filed within ten (10) days of written notice from the Commission to the Contractor.

226. Conflict between Agreement and Attachments

To the extent that the provisions of the Agreement and the Attachments and Schedules conflict, the following order of construction shall apply:

- (a) To the extent that the Agreement and any Attachments or Schedules conflict, the terms and conditions of the Agreement shall prevail; and,
- (b) To the extent that any Contract Attachment and any Schedule conflicts, the Contract Attachment shall prevail.

227. Section 3 Contract Clauses

(a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(d) The contractor agrees to include the Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

(e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

(f) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(g) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment subcontracts shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

228. HUD Program-Specific Audit Requirement

24 CFR 45-1 require that nonprofit institutions with combined receipts of Federal financial assistance and outstanding Federal direct, guaranteed or insured loan balances totalling \$300,000 or more a year shall have an audit conducted in accordance with the requirement of OMB Circular A-133 or a program specific financial audit, depending on the amount of funds received and the number of programs. Nonprofit institutions having only outstanding Hud direct, guaranteed or insured loans that were made guaranteed or insured prior to the effective date of the part, are required to conduct audits in accordance with Hud program specific audit requirements.

229. Lobbying Provisions

Contractor hereby certifies to the Commission, under penalty of perjury, under the terms of applicable federal law, that at all applicable times before, during and after the term of the agreement, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement;
- (2) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- (3) Contractor will require that the above stated language be included in the award documents for all subawards at all tiers, including subcontracts, subgrants, loans, contracts, and cooperative agreements concerning the subject matter of this Agreement; and
- (4) Further, Contractor and all subrecipients, at all times, shall certify compliance with the provisions of 31 USC 1352 and any and all terms and conditions of the Byrd Anti-Lobbying Amendment, as amended from time to time.

COMMISSION:

SAN DIEGO HOUSING COMMISSION

By: _____

Elizabeth C. Morris

Title: Chief Executive Officer

Date: _____

CONTRACTOR:

DENNY & SON, INC.

By: _____

Denice Remillard

Title: President

Date: _____

Approved as to Form:
Detisch & Christensen

By: _____

General Counsel

San Diego Housing Commission

Date: _____

**CONTRACT ATTACHMENT NO. 2
SPECIFICATIONS/SCOPE OF SERVICES**

PLUMBING SERVICES

When and as required by the San Diego Housing Commission, the contractor shall perform plumbing services as follows at Commission owned and/or managed properties.

1. All replaced gas fixtures shall have new flex lines installed.
2. All piping used in the repair of existing shall be of like type and quality according to code, and fit for the use intended.
3. All replaced fixtures shall match existing or shall be as follows:
 - a. **Water Closet** - Kohler Wellworth Lite 1.5 bowl with tank and lid, Model K3422 with Beneke 500 TM solid plastic seat, white, Brasscraft CR-1912DL stop and supplies.
 - b. **Lavatory** - General Marble Uni-Lav Cultured marble top with oval sink to fit vanity size specified; Delta Single Handle Lav Faucet #520 WFMPU with pop-up and aerator; 1-1/2 X 1-1/4 CP 17 ga P-trap w/brass nut Brasscraft CR-1915A Stop and Supplies or vitreous china (oval 20" x 17" or round 19") self-rimming drop-in sink.
 - c. **Kitchen Sink** - Federal 20 gauge, 6-1/2" Stainless Steel, 33 X 22 Self-Rim 3 hole sink; Delta Single Handle Deck Faucet Model #100WF and aerator; Rockwell 60-015 Basket Strainer Brasscraft CR-1915A stop and supplies.
 - d. **Tub/Shower Valve** - Delta (#416825) chrome-covered, brass, tub-shower pressure balancing valve with California approved shower head, trip basket overflow with screw down hair strainer, spout and necessary trim.
 - e. **Hose Bibb/Laundry Faucet** - Brass hose bibb.
 - f. **Garbage Disposal** - Sinkmaster 1/2 H.P. Model 750 SS with Stainless Steel grind ring and turntable, five (5) year warranty.
 - g. **Water Heater(s)** - Gas fired, glass lined; A.O. Smith 40 gallon Model FGR 40 236 with five year warrantee.
4. Plumber shall complete additional work as assigned (i.e., auger/clear toilets, waste lines; replace P-traps, wax rings, angle stops etc.) in accordance with all applicable codes and standards of the trade.
5. Response time for emergency call request shall be 1 hour.

COMMISSION:

SAN DIEGO HOUSING COMMISSION

By: _____

Elizabeth C. Morris

Title: Chief Executive Officer

Date: _____

CONTRACTOR:

DENNY & SON, INC.

By: _____

Denice Remillard

Title: President

Date: _____

Approved as to Form:
Detisch & Christensen

By: _____

General Counsel

San Diego Housing Commission

Date: _____

CONTRACT ATTACHMENT NO. 3
COMPENSATION SCHEDULE

BID QUOTATION SHEET

TIME PERIOD	DESCRIPTION	BID AMOUNT
8AM-5PM M-F	HOURLY RATE	\$ 33.50
5PM-8AM M-F	HOURLY RATE	\$ 46.00
8AM-5PM SAT	HOURLY RATE	\$ 46.00
5PM SAT-8AM SUN	HOURLY RATE	\$ 46.00
8AM SUN-6AM MON	HOURLY RATE	\$ 46.00
HOLIDAYS	HOURLY RATE	\$ 46.00

PERCENTAGE MARKUP FOR PARTS USED SHALL NOT EXCEED 25% OF THE ORIGINAL INVOICE

PLUMBERS: DENNIS REMILLARD
CHRIS REMILLARD
SIMON MADRIZ

TEMP PLUMBERS WHEN NEEDED: TORY IVY
LUIS HERNANDEZ

PATCHMAN : GREY SMITH . TEMP HELP

OCCASIONALLY WE HIRE AN EXTRA LABORER FOR SOME LARGER JOBS. THAT LABORER WILL BE CHARGED OUT AT 28.00 PER HR. BUT OUR PLUMBERS DO MOST OF THE LABORER WORK AND ARE PAID AS PLUMBERS WAGES.

OUR DRYWALL PATCH MAN IS ONLY TEMP HELP AND CHARGES US BY THE JOB AND IT NORMALLY WORKS OUT TO THE PLUMBERS HOURLY WAGES PLUS MATERIAL. HE ONLY WORKS LATE AFTERNOONS AND SATURDAYS BUT WE WILL CHARGE ONLY REGULAR WORK DAY RATE FOR HIM.

BACKFLOW CERTIFICATION: CHRIS REMILLARD IS CERTIFIED AND LICENSED TO TEST AND INSTALL AND REPAIR BACKFLOW DEVICES AND IS ON THE QUALIFIED LIST FOR ALL THE WATER AUTHORITIES IN THE CITY OF SAN DIEGO AS WELL AS THE COUNTIES. OUR CERTIFICATION FEE IS 55.00 PER DEVICE/ NO LABOR CHARGES UNLESS REPAIRS ARE REQUIRED. WE HANDLE ALL THE PAPER WORK AND GIVE YOU DUPLICATES FOR YOUR RECORDS.

HEATING: WE CAN SERVICE AND REPAIR ANY GAS WALL HEATER THAT HAS BEEN INSTALLED IN YOUR UNITS. WE CAN REPLACE IF NEEDED AS WELL WE ARE NOT ABLE TO DO THE REPAIR WORK ON ELECTRIC FORCED AIR UNITS BECAUSE OF THE COMPUTER COMPONENTS IN THEM. THIS WE WILL DO FOR THE SAME RATES AS QUOTED ABOVE.

COMMISSION:

SAN DIEGO HOUSING COMMISSION

By: _____

Elizabeth C. Morris

Title: Chief Executive Officer

Date: _____

CONTRACTOR:

DENNY & SON, INC.

By: _____

Denice Remillard

Title: President

Date: _____

Approved as to Form:
Detisch & Christensen

By: _____

General Counsel

San Diego Housing Commission

Date: _____

**EQUAL OPPORTUNITY PROGRAM FOR CONTRACTORS DOING BUSINESS WITH
THE SAN DIEGO HOUSING COMMISSION**

The City of San Diego, The San Diego Housing Commission and Housing Authority are committed to an Equal Opportunity Program pursuant to applicable State and Federal laws and guidelines, which provide Equal Opportunity in all activities of the State and its agencies, including the employment of individuals and firms which contract with the San Diego Housing Commission.

CERTIFICATE OF COMPLIANCE

Denny & Son Planting Inc.
(Name of Firm)

As an authorized official for the above named firm, I hereby certify by the signature affixed to this document that said firm will comply with Executive Order 11246, Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act and any other applicable Federal and State laws and regulations hereinafter enacted.

Further, I am submitting a current Report of San Diego Workforce and if requested, an acceptable Equal Employment Opportunity Plan which addresses the affirmative actions that will be taken by this firm to eliminate any discriminatory outreach or hiring practices, if they exist, and to introduce outreach and hiring practices to maximize employment opportunities for all qualified individuals.

Renée Remillard
Name of Authorized Official

Renée Remillard
Signature of Authorized Official

Pres / Jma.
Title

May 16 / 01
Date

COMMISSION:

SAN DIEGO HOUSING COMMISSION

By: _____

Elizabeth C. Morris

Title: Chief Executive Officer

Date: _____

CONTRACTOR:

DENNY & SON, INC.

By: _____

Denice Remillard

Title: President

Date: _____

Approved as to Form:
Detisch & Christensen

By: _____

General Counsel

San Diego Housing Commission

Date: _____

SERVICE PROVIDER AND CONSULTANTS
(Collectively referred to as "CONTRACTOR" herein)
STATEMENT FOR PUBLIC DISCLOSURE

- 1. Name of CONTRACTOR: *DENNY & SON PLUMBING INC*
- 2. Address and Zip Code: *3576 Blossom Ln. Lemon Grove CA 91945*
- 3. Telephone Number: *619-469-4955*
EMR. - PAGE 27 - 294 - 0038
- 4. Name of Principal Contact for CONTRACTOR:
DENNIS REMILLARD
- 5. Federal Identification Number or Social Security Number of CONTRACTOR:
33-0709764
- 6. If the CONTRACTOR is not an individual doing business under his own name, the CONTRACTOR has the status indicated below and is organized or operating under the laws of California as:

- A corporation (Attached Articles of Incorporation)
- A nonprofit or charitable institution or corporation. (Attach copy of Articles of Incorporation and documentary evidence verifying current valid nonprofit or charitable status).
- A partnership known as: _____
(Name)
- Check one
- General Partnership (Attach statement of General Partnership)
- Limited Partnership (Attached Certificate of Limited Partnership)
- A business association or joint venture known as: _____
(Attach your joint venture or business association agreement)
- A Federal, State or local government or instrumentality thereof.
- Other (explain)

- 7. If the CONTRACTOR is not an individual or government agency or instrumentality, give date of organization:
MAY 9, 1986

8. Provide names, addresses, telephone numbers, title of position (if any) and nature and extent of the interest of the current officers, principal members, shareholders, and investors of the CONTRACTOR, other than a government agency or instrumentality, as set for below:

- a. If the CONTRACTOR is a corporation, the officers, directors or trustees, and each stockholder owning more than 10% of any class of stock.
- b. If the CONTRACTOR is a nonprofit of a charitable institution or corporation, the members who constitute the board of trustees or board of directors or similar governing body.
- c. If the CONTRACTOR is a partnership, each partner, whether a general or limited, and either the percent of interest or a description of the character and extent of interest.
- d. If the CONTRACTOR is a business association or a joint venture, each participant and either the percent of interest or a description of the character and extent of interest.
- e. If the CONTRACTOR is some other entity, the officers, the members of the governing body, and each person having an interest of more than 10%.

all had same address as CO.

Name, Address and ZIP Code	Position Title (if any) and percent of interest or description of character and extent of interest
DEVICÉ Remillard	PRES/Treas 68%
DENNIS Remillard	V.P. C.O. 16%
CHRIS Remillard	SECR. 16%
8576 Blossom Lane Lemon Grove CA 91945 619-469-4955	

9. Has the makeup as set forth in Item 8(a) through 8(e) changed within the last twelve (12) months? If yes, please explain in detail.

no

10. Is it anticipated that the makeup as set forth in Item 8(a) through 8(e) will change within the next twelve (12) months? If yes, please explain in detail.

no

11. Provide name, address, telephone number, and nature and extent of interest of each person or entity (not named in response to Item 8) who has a beneficial interest in any of the shareholders or investors named in response to Item 8 which gives such person or entity more than a computed 10% interest in the CONTRACTOR (for example, more than 20% of the stock in a corporation which holds 50% of the stock of the CONTRACTOR or more than 50% of the stock in the corporation which holds 20% of the stock of the CONTRACTOR):

Name, Address and
ZIP Code

Position Title (if any and
extent of interest

12. Names, addresses and telephone numbers (if not given above) of officers and directors or trustees of any corporation or firm listed under Item 8 or Item 11 above:

13. Is the CONTRACTOR a subsidiary of or affiliated with any other corporation or corporations, any other firm or any other business entity or entities of whatever nature. If yes, list each such corporation, firm or business entity by name and address, specify its relationship to the CONTRACTOR, and identify the officers and directors or trustees common to the CONTRACTOR and such other corporation, firm or business entity.

NA

14. Has the CONTRACTOR or anyone referred to above as "principals of the CONTRACTOR" been convicted and/or indicted and convicted of any felony within the past 10 years?

 Yes X No

If yes, give for each case (1) date, (2) charge, (3) place, (4) court, and (5) action taken. Attach any explanation deemed necessary.

15. Does any member of the governing body of the San Diego Housing Commission ("COMMISSION"), Housing Authority of the City of San Diego ("AUTHORITY") or City of San Diego ("CITY"), to which the accompanying proposal is being made or any officer or employee of the COMMISSION, the AUTHORITY, or the CITY who exercises any functions or responsibilities in connection with the carrying out of the

project covered by the CONTRACTOR'S proposal, have any direct or indirect personal financial interest in the CONTRACTOR or in the proposed contractor?

_____ Yes No

If yes, explain.

16. State the name, address and telephone numbers of CONTRACTOR'S insurance agent(s) and/or companies for the following coverages: List the amount of coverage (limits) currently existing in each category:

Professional Liability

Worker's Compensation/General Liability

- a. General Liability, including Bodily Injury and Property Damage Insurance [Attached certificate of insurance showing the amount of coverage and coverage period(s)]

Check coverage(s) carried:

- Comprehensive Form
- Premises - Operations
- Explosion and Collapse Hazard
- Underground Hazard
- Products/Completed Operations Hazard
- Contractual Insurance
- Broad Form Property Damage
- Independent Contractors
- Personal Injury

- b. Automobile Public Liability/Property Damage [Attach certificate of insurance showing the amount of coverage and coverage period(s)]

Check coverage(s) carried:

- Comprehensive Form
- Owned
- Hired
- Non-Owned

- c. Workers Compensation [Attach certificate of insurance showing the amount of coverage and coverage period(s)]

- d. Professional Liability (Errors and Omissions) [Attach certificate of insurance showing the amount of coverage and coverage period(s)]
 - e. Excess Liability [Attach certificate of insurance showing the amount of coverage and coverage period(s)]
 - f. Other (Specify) [Attach certificate of insurance showing the amount of coverage and coverage period(s)]
17. CONTRACTOR warrants and certifies that it will not during the term of the PROJECT, GRANT, LOAN, CONTRACT, DEVELOPMENT and/or RENDITIONS OF SERVICE discriminate against any employee, person, or applicant for employment because of race, age, sexual orientation, marital status, color, religion, sex, handicap, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, sexual orientation, marital status, color, religion, sex, handicap, or national origin. Such action shall include, but not limited to the following: employment, upgrading, demotion or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Commission setting forth the provisions of this nondiscrimination clause.
18. The CONTRACTOR warrants and certifies that it will not without prior written consent of the COMMISSION, engage in any business pursuits that are adverse, hostile or take incompatible positions to the interests of the COMMISSION, during the term of the PROJECT, DEVELOPMENT, LOAN, GRANT, CONTRACT and/or RENDITION OF SERVICES.
19. CONTRACTOR warrants and certifies that no member, commission, councilperson, officer, or employee of the COMMISSION, the AUTHORITY and/or the CITY, no member of the governing body of the locality in which the PROJECT is situated, no member of the government 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 work, has during his or her tenure, or will for one (1) year thereafter, have any interest, direct or indirect, in this PROJECT or the proceeds thereof.

20. List all citations, orders to cease and desist, stop work orders, complaints, judgments, fines, and penalties received by or imposed upon CONTRACTOR for safety violations from any and all governmental entities including but not limited to, the City of San Diego, County of San Diego, the State of California, the United States of America and any and all divisions and departments of said governmental entities for a period of five (5) years prior to the date of this statement.

None
Governmental Entity
Making Complaint Date Resolution

21. Has the CONTRACTOR ever been disqualified, removed from or otherwise prevented from bidding on or completing a federal, state, or local government project because of a violation of law or a safety regulation. If so, please explain the circumstances in detail. If non, please so state:

None

22. Please list all licenses obtained by the CONTRACTOR through the State of California and/or the United States of America which are required and/or will be utilized by the CONTRACTOR and/or are convenient to the performance of the PROJECT, DEVELOPMENT, LOAN, GRANT, CONTRACT or RENDITION OF SERVICES. State the name of the governmental agency granting the license, type of license, date of grant, and the status of the license, together with a statement as to whether the license has ever been revoked:

<u>Governmental Agency</u>	<u>Description License</u>	<u>License Number</u>	<u>Date Issued (original)</u>	<u>Status (current)</u>	<u>Revocation (yes/no)</u>
CONTRACTOR'S LICENSE BOARD	C-36	728680	1996	ACTIVE CURRENT	NO
	C-36	429746	1980	IN ACTIVE BECAUSE OF CORP. LICENSE	NO

23. Describe in detail any and all other facts, factors or conditions that may adversely affect CONTRACTOR'S ability to perform or complete, in a timely manner, or at all, the PROJECT, CONTRACT, SALES of Real Property to, DEVELOPMENT, repayment of the LOAN, adherence to the conditions of the GRANT, or performance of consulting or other services under CONTRACT with the Commission.

24. Describe, in detail, any and all other facts, factors or conditions that may favorably affect CONTRACTOR'S ability to perform or complete, in a timely manner, or at all, the CONTRACT, DEVELOPMENT, repayment of the LOAN, adherence to the conditions of the GRANT; or performance of consulting or other services under CONTRACT with the Commission.

None
EX performance with their service. We believe we can do the job.

25. List all CONTRACTS with, DEVELOPMENTS for or with, LOANS with, PROJECTS with, GRANTS from, SALES of Real Property to, the COMMISSION, AUTHORITY and/or the CITY within the last five (5) years:

Date	Entity Involved (i.e. CITY, COMMISSION. etc)	Status (Current, delinquent repaid. etc)	Dollar Amount
1994-1998	Commission Pleasant Mountains	Current. Completed.	1996-97 - 100,000.00 - Plus. 1997-98 40,000 per yr. +
JAN 1998 march 31/98	Repipe Meade ave.	Completed.	29,454.96
MARCH - July.	2172 Front ST. waste/Went water	Current.	100,000.00

CONSENT TO PUBLIC DISCLOSURE BY CONTRACTOR

By providing the "Personal Information", (if any) as defined in Section 1798.3(a) of the Civil Code of the State of California (to the extent that it applicable, if at all), requested herein and by seeking a loan from, a grant from, a contract with, the sale of real estate to, the right to develop from, and/or any and all other entitlements from the SAN DIEGO HOUSING COMMISSION ("COMMISSION"), the HOUSING AUTHORITY OF THE CITY OF SAN DIEGO ("AUTHORITY") and/or the CITY OF SAN DIEGO ("CITY"), the CONTRACTOR consents to the disclosure of any and all "Personal Information" and of any and all other information contained in this Public Disclosure Statement. CONTRACTOR specifically, knowingly and intentionally waives any and all privileges and rights that may exist under State and/or Federal law relating to the public disclosure of the information contained herein. With respect to "Personal Information", if any, contained herein, the CONTRACTOR, by executing this disclosure statement and providing the information requested, consents to its disclosure pursuant to the provisions of the Information Practices Act of 1977, Civil Code Section 1798.24(b). CONTRACTOR is aware that a disclosure of information contained herein will be made at a public meeting or meetings of the COMMISSION, the AUTHORITY and/or the CITY at such times as the meetings may be scheduled. CONTRACTOR hereby consents to the disclosure of said "Personal Information", if any, more than thirty (30) days from the date of this statement at the duly scheduled meeting(s) of the COMMISSION, the AUTHORITY and/or the CITY. CONTRACTOR acknowledges that public disclosure of the information contained herein may be made pursuant to the provisions of Civil Code Section 1798.24(d).

CONTRACTOR represents and warrants to the COMMISSION, the AUTHORITY and the CITY that by providing the information requested herein and waiving any and all privileges under the Evidence Code of the State of California, State and Federal law, (to the extent of this disclosure that the information being submitted herein), the information constitutes a "Public Record: subject to disclosure to members of the public in accordance with the provisions of California Government Section 6250 et seq.

CONTRACTOR specifically waives, by the production of the information disclosed herein, any and all rights that CONTRACTOR may have with respect to the information under the provisions of Government Code Section 6254 including its applicable subparagraphs, to the extent of the disclosure herein, as well as all rights of privacy, if any, under the State and Federal law.

Executed this 5 day of June, 19 98, at San Diego, California

CONTRACTOR

By: Deanne Knullard

Title: CO / Sec

CERTIFICATION

The CONTRACTOR Denny & Son Plumbz Inc, hereby

certifies that this Contractor's Statement for Public Disclosure and the attached information/evidence of the CONTRACTOR'S qualifications are true and correct to the best of CONTRACTOR'S knowledge and belief.

By: Denise Hummel

Title: Pres / Treas

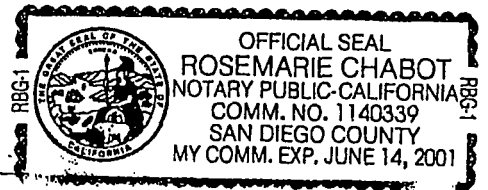
Dated: 6-9-98

ATTEST:

Subscribed and sworn to before me this 9th day of June, 19 98

Rosemarie Chabot
Signature of Notary

My Commission Expires: June 14 2001





ATTACHMENT 3

PLUMBING REPAIR SERVICES BID INFORMATION

Bidder	8am - 5pm M-F	5pm - 8am M-Sa	8am - 5pm Sa	5pm Sat - 8am Su	8am Su - 6am M	Holidays	Responsive
Denny & Son Plumbing	\$33.50	\$46.00	\$46.00	\$46.00	\$46.00	\$46.00	Yes
Drain Patrol	\$57.00	\$57.00	\$57.00	\$57.00	\$57.00	\$57.00	Yes
A O Reed Plumbing	\$58.00	\$87.00	\$87.00	\$87.00	87.00	\$116.00	Yes

WBE/MBE

